National University of Ireland

St. Patrick's College,

Maynooth

LAND PURCHASE POLICY IN IRELAND, 1917-23:
From the Irish convention to the 1923 land act

by

JOSEPH THOMAS SHEEHAN B.A.

THESIS FOR THE DEGREE OF M.A.

DEPARTMENT OF MODERN HISTORY,

ST. PATRICK'S COLLEGE,

MAYNOOTH

HEAD OF DEPARTMENT : Professor R.V. Comerford

Supervisor of Research : Professor R.V. Comerford

August 1993.

When the Irish convention met in 1917 it set up a land purchase sub-committee under the chairmanship of Lord Anthony McDonnell. Having examined the financial arrangements of previous legislation, as outlined in Chapter One, it came to the conclusion that these acts had failed to complete land purchase because the interest rates of the land stock used were set too low. The committee then drew up a plan for the completion of land purchase, which involved three basic principles, described in Chapter Two. All tenanted holdings were to be automatically vested in the tenants, if they did not require modification. All untenanted land in congested districts was to vest in the CDB, for the relief of congestion, and an automatic method of fixing the price of land was included to expedite the process.

These proposals were included in the 1920 land bill which never became law. Meanwhile, agrarian unrest had become widespread in the west after 1918. Chapter Three explains how the Dail was forced to intervene, and how the Land Bank and the Land Settlement Commission did some useful short term work, but they had limited resources and had little long term effectiveness.

Chapter Four details how the Free State government signed an agreement in February 1923, which settled the questions of liabilities for annuities, excess stock and bonus. It also included a promise by the British to guarantee new Free State land stock, on condition that they approved the legislation. Patrick Hogan, Minister for Agriculture, realised the political danger and told a landlord-tenant conference that this credit was been given without any conditions, so the agreement had to be kept a secret.

Chapter Five relates the process by which the 1923 land bill was formulated by Hogan. It adopted the basic principles of the Irish convention's proposals, although the details were altered considerably. The 1923 bill was not as generous to the landlords, but it was more generous than some would have wished. The 1923 land act, as it became, was the act that completed land purchase, and finally removed the landlord from Ireland.

TABLE OF CONTENTS

TO

MY PARENTS

ACKNOWLEDGEMENTS

The writing of a thesis brings one on a rapid learning curve as to the possibilities and the practicalities of historical research. In my case, no one has contributed more to this process than Professor R.V. Comerford, whom I have been very fortunate to have had as my supervisor. That he should have guided my efforts with accomplished skill was only to be expected, but that he should have also done so with genuine interest and encouragement, not to mention patience, was a source of immense benefit to a student who was all too often unsure of himself.

The Department of History, St. Patrick's College, Maynooth, must be one of the most congenial atmospheres for work that could possibly be found. From the time I was a first year undergraduate to the present day, I have always been made to feel welcome by its staff. From my fellow postgraduate students, I have received nothing but friendship, encouragement and plenty of sound advice.

I have been treated with unfailing courtesy in any library or archive in which I have studied; the principal ones being the National Archives, the National Library and the John Paul II Library.

Man does not live by history alone, and I owe a great deal to my friends at home, in Dublin, and here in Maynooth.

My family deserve a special mention. Marelen has read

this thesis in full, and any errors of grammar or abuses of style are entirely due to my own stubbornness. Marelen and Mel have provided me with sustenance, both literally and methaphorically, ever since I came to Maynooth five years ago, but especially over the last three months.

Finally, I come to my parents. I can do nothing more than dedicate this work to them. It is a poor repayment, but I hope that they will accept it in the spirit in which it is offered.

To all of the above, and to those whom I may have inadvertently neglected, I offer my very sincere gratitude.

Abbreviations

N.A.	National Archives, Dublin
I.C.P.	Irish convenion papers, 1917-18, Papers of Erskine Childers
I.C.	Irish convention series, [Numbering of papers considered by convention; for internal use only]

INTRODUCTION

In 1868, there was great uncertainty in British political circles. The parliamentary reform act that had been passed the previous year had greatly increased the size of the electorate and had altered the shape of many constituencies, so that no one could predict how this new electorate would vote. This reform act had been the product of an unusual alliance between the Conservatives, who were in a minority position in the house of commons, and the more radical elements of the Liberal Party. Once reform had been passed, this alliance was unlikely to last very long, but Gladstone, as leader of the Liberals, could not afford to take that chance. He needed to find a truly `liberal' issue that would crystallise the division between Liberals and Conservatives, and bring the radicals back on side. The issue he picked on was the disestablishment of the Church of Ireland. Having first brought down the government on a parliamentary vote on the issue, he proceeded to turn disestablishment into his `single issue' for the triumphant general election campaign of that year.

On election, Gladstone succeeded in having the Irish Church Act, 1869, passed by parliament. This act, which disestablished the Church of Ireland and severed all legal connections between church and state in Ireland, was rightly regarded as a landmark in the constitutional history of both

Britain and Ireland. Although disestablishment was the main principle of the act and disendowment of church property the part that most attracted public attention, there is another reason why this act is deserving of an honoured place in Irish history. In fact, it was an almost unintended byproduct of the act that was to have the most far-reaching effects for the future. The act stipulated that tenants of church lands were to be given the option of purchasing their holdings from the Church Temporalities Commission, which had taken control of those lands that were no longer used directly by the church. By 1880, over 6,600 tenants had taken advantage of this opportunity, paying a quarter of the price in cash immediately, and paying the rest of the purchase money at an annual rate of 4%.[1] While the details and the numbers availing of this offer may seem insignificant, the principle involved certainly does not. This was the principle of peasant proprietorship.

In 1870, Gladstone returned to his `mission to pacify Ireland' and turned his attention to the problems arising from the Irish system of land tenure. Deasy's act of 1860 had declared that the legal relationship between landlord and tenant went no deeper than that of parties to a contract of land use in return for rent. This classically free market doctrine left the tenant without any rights to his holding and made eviction a much simpler procedure for the landlord. In trying to redress the balance, Gladstone had to tread warily, as there were many landowners in Britain who feared that any radical alteration in Irish land law might

subsequently be transported across the Irish Sea. The Ulster custom, also known as tenant right or free sale, was to be given full legal standing in those areas where it was already in operation. Tenants evicted for reasons other than for non-payment of rent, were to be compensated for disturbance of occupancy while, all evicted tenants were to receive compensation for improvements that had been made on their holdings. This was a tacit admission that the tenant did indeed have a legal interest in his holding. As with the Irish church act, the provisions for land purchase were but a minor part of the act. The Bright clause allowed tenants to borrow two thirds of the price, which was to be repaid over 35 years at 5%. While only 877 tenants purchased their land under this act, the political acceptability of peasant proprietorship was being consolidated.[2]

Drafting inadequacies and hostile interpretation by the courts meant that, in practical terms, the 1870 act was a failure. When the country was at the height of the land war a decade later, Gladstone responded with, in addition to coercion, a much bolder piece of legislation. The Land Law (Ireland) Act, 1881, gave full legal standing to the `three fs' over the entire country. The granting of free sale and fixity of tenure established the principle of dual ownership of land, while the fair rent provision protected the tenant from `rack-renting'. This was achieved by the setting up of the Irish Land Commission and the Land Court to arbitrate between landlord and tenant. The act was amended the following year, as a result of the Kilmainham treaty, to

include in its provisions those who were in arrears of rent, and was again amended in 1887 to include leaseholders. As regards land purchase, the Land Commission was to advance three quarters of the price payable, at 5% over 35 years, but only 731 tenants purchased their holdings.[3] That so few sales were agreed between 1870 and 1885 reflects the unattractive nature of the terms to both landlord and tenant.

The first serious attempt to aid and encourage tenant ownership in Ireland was the Purchase of Land (Ireland) Act, 1885, or as it was better known, the Ashbourne act. For the next 25 years the initiative in land purchase legislation was to lie with Conservative governments and land purchase policy would form an integral part of the policy of constructive unionism, popularly known as `killing home rule by kindness'. Under the terms of the 1885 act the tenant could borrow the full price, to be repaid over 49 years at 4%.[4] £5 million was made available for the operations of the act and between 1885 and 1888, 25,400 tenants purchased their holdings, many of these in Ulster, totalling 952,600 acres.[5] In 1888, Arthur Balfour, the new Chief Secretary, provided a further £5 million for land purchase.

The 1891 land act, or Balfour's act, coming at the end of the plan of campaign, decreed that peasant proprietorship was to be the basis of land tenure in Ireland. This act also established the Congested Districts Board in the west of the country. A new system of financing land purchase was introduced, with the landlord being paid in guaranteed land stock, equal in nominal amount to the price. £33 million was

made available but only £13.5 million of this was taken up, due in part to a number of restrictive clauses in the act, but also because the landlords were reluctant to sell for depreciated stock. From 1891-6, 47,000 holdings were bought out under the act.[6] In 1896, this act was amended by Gerald Balfour, who removed many of those restrictive clauses and provided more money for land purchase. He also empowered the Land Court to sell 1,500 bankrupt estates to the tenants.[7]

The definition of a congested district given in the 1891 act was:

> Where at the commencement of this Act more than 20% of the population of a county, or in the case of the County Cork either riding thereof, live in electoral divisions of which the total rateable value, when divided by the number of the population gives a sum of less than £1-10-00 for each individual, those divisions shall, for the purposes of this Act, be separated from the county in which they are geographically situated and form a separate county, in this Act referred to as a Congested Districts County.[8]

This definition restricted the operations of the CDB to a few isolated areas in the western counties. In 1909, the congested districts were redefined to embrace the whole of Connaught as well as the counties of Donegal and Kerry with portions of Clare and Cork.

It was generally accepted at this time that there were two broad categories of holdings in the country: economic and uneconomic holdings. A very rough guide was that any holding with a rateable valuation of under £10 was regarded as uneconomic and, whilst these holdings were scattered throughout the country, they were most thickly concentrated in the area of the CDB. Congestion on an estate could typically involve 10 to 15 small uneconomic holdings,

possibly sub-divided into as many as 50 plots under the rundale system, while a congest was a tenant on such an estate or, as one commentator put it, a man trying to farm without land.[9]

The function of the CDB was to enable the tenants to break out of the poverty cycle that this system of land tenure trapped them into. It attempted this gargantuan task with such methods as the distribution of seed potatoes and oats, as well as with grants and low-interest loans for the development of forestry, livestock, poultry breeding and small domestic industries. It also spent a considerable amount of money on relief employment works such as road and harbour building. From 1903, it was authorised to purchase extra land from large estates to enlarge small holdings, and in 1909 it was given limited powers of compulsory purchase. In all, the CDB redistributed 1,000 estates totalling 2 million acres.[10]

The next instalment of land purchase came with the land act of 1903. This, the Wyndham act, was based on the recommendations of the land conference of the previous year. Landlords got a 12% bonus from the government on the price agreed, if they sold their entire estate, including demesne lands. These would be sold to the Estates Commissioners, a new body which was set up within the Land Commission for the purposes of this act, and then repurchased. Any untenanted land which was purchased by the Estates Commissioners was used by them to relieve congestion; by improving, enlarging and rearranging the holdings on the estates before vesting

them in the tenant purchasers. The money for the advances was to be raised by the issue and sale of a guaranteed 2.75% land stock so that the landlords could be paid in cash. The tenant's annuity was to be 3.25%, to be repaid over 68.5 years.[11] Many of the leading nationalist politicians of the time, such as Michael Davitt and John Dillon, as well as the Freeman's Journal, opposed this act, as they considered the terms too favourable to the landlord. This opposition was completely ignored by the tenants, as they expressed their approval of the act in the only meaningful way possible. By 1908, £28 million had been advanced for land purchase and already arrears of sales totalled approximately £56 million.[12]

In 1907, the evicted tenants act introduced by Augustine Birrell enabled 735 tenants, evicted during the land war, to be re-instsated at a cost of £390,000.[13] The importance of this act lay in the fact that it introduced a very limited form of compulsory purchase for the first time.

In 1909, the finances of the Wyndham act had collapsed and land purchase had come to a halt. The land act of 1909, the Birrell act, returned to the system of payment of landlords that had been used between 1891 and 1903. Henceforth, they were to be paid directly in land stock, although the bonus, now calculated on a sliding scale on the number of years' purchase received, was still to be paid in cash. The number of years' purchase was the purchase price divided by the annual rent for the holding. The rate of annuity was now 3.5%, payable over 66 years.[14]

These were the Irish land law and land purchase codes. The recent phase of legislation, which had been highly sympathetic to the tenant, had been both begun and ended by the Liberals, but had, in the main, been enacted and implemented by the Conservatives. But, had the process of land purchase been brought to a triumphant conclusion, or even to a conclusion at all? A casual student of Irish history might certainly think so. For reasons that have as much to do with the possibilities of unionist - nationalist cooperation that existed at the time, as with the provisions of the act itself, the 1903 act has attracted most attention and praise in Irish historiography.

> [The] Land Act of 1903 provided the basis for securing a comprehensive transfer of the ownership of agricultural land to the tenant occupiers. This marked the completion of the most significant social revolution in the modern history of Ireland.[15]

The 1909 act has not been without its supporters. Charles Townsend described it as 'the final readjustment of land purchase.'[16] Most historians would, however, have seen it, like R.F. Foster, as an 'adaptation' of the 1903 act.[17] While some writers have acknowledged the fact that further legislation did prove necessary, the general attitude is best summed up by the following comment from R.B. McDowell.

> During the first decade of the twentieth century the moderate nationalists could point with pride to what had been won by constitutional methods - the elimination of landlordism, the transfer of county government to democratically elected county councils and the creation of the National University.[18]

The standard interpretation of twentieth century Irish history virtually ignores the question of land ownership, deeming it to have been solved by two acts of legislation

which, despite their dates, are to be understood only in a nineteenth century context, and which have little or no relevance to the new century. Yet, to informed observers after 1910, such a viewpoint would have seemed, at best, highly exaggerated, while the idea that landlordism had been eliminated would have seemed ridiculous, given that the evidence to the contrary was right before their eyes. Land purchase had not yet left the main political stage.

On 4 December 1916, Sir Henry Doran, the man responsible for the estates business of the CDB, circulated a memorandum on the subject of land purchase to his colleagues on the Board.[19] This had been on the agenda at the previous two Board meetings, but had been postponed until the Chief Secretary could attend. In the meantime, Doran sought to ensure that each Board member was fully acquainted with all the relevant facts as he saw them. The memo took the form of a series of questions and answers with Doran providing his solutions to the problems outlined. His opening question was perhaps the easiest to answer. It simply asked:

> Q.(I): (a) Have the operations of the Land Purchase Acts ceased?
> (b) If so, why?[20]

The answer to the first part was a resounding `yes' and he immediately attempted to answer the second part.

> Negotiations for the purchase of Estates or holdings have practically ceased because landlords will not sell their estates for land stock.[21]

Shortly after the outbreak of war, the Treasury had ordered the CDB to suspend land purchase, whether for cash or for stock, but ironically, just two years later, such action

would have been unnecessary. The Board had been forced to withdraw offers totalling £460,437 made in land stock for 86 estates, and it would seem that those landlords were the lucky ones.[22] Under the act of 1909, the Board had made offers worth £2,659,787 in land stock which had been accepted by the vendors. However, between the dates of acceptance of these offers and their distribution, a total of £460,457 had been wiped off the value of this stock by virtue of the depreciation of land stock.[23] A particularly bad example quoted is that of Sir Roger Palmer's estate in County Mayo. When the vendors accepted the Board's stock offer of £292,000 on 30 October 1911 the market price of land stock was then 85% of its nominal value. In October 1916 it had fallen to 59.25. This involved the vendors in a cash loss of over £75,000.[24] This drastic fall in the value of land stock tipped many previously financially sound estates over the edge of insolvency. Others were hanging on grimly.

> In many cases the vendors are doing all they can to delay completion of sale in the hope that by legislation or some other change may be made to save them from ruin.[25]

This ruin was brought about because the majority of vendors were forced to sell large amounts of their stock in order to realise cash to meet the payments due on the many charges on their estates. In short, Doran's opinion was that the land act of 1909 was dead and could not be resurrected.

> Q.(II): Can Land Purchase be resumed under the existing Acts?[26]

It is not surprising that the answer to this second question begins with:

> There is no hope of reviving stock purchase of

estates under the Act of 1909.[27]

However, the act of 1903 posed more complications. Here it was the government, and not the vendor, who was to suffer the loss. Under the terms of the act, the vendor was paid in cash, which was raised by the issue of 2.75% land stock. This stock was at an even greater discount than the 3% stock of 1909 and it was necessary to issue a great deal of excess stock in order to achieve the agreed cash price. The Estates Commissioners are quoted as reporting that from 31 March 1916, about £19 million would be necessary to complete the purchase of estates pending for sale under the act of 1903.[28] Added to this there was a bonus payable to the vendors of these estates. Yet, the nettle must be grasped.

> To this the Government, in the absence of legislation, are committed, and there does not appear to be any reason for assuming that the required cash will be obtained more cheaply a few years hence than now.[29]

Perhaps the government were also hoping for a change of circumstance to save them from ruin.

> Q.(III): What are the objections, difficulties, and advantages of resuming land purchase, considered in connection with the value of lands sold and remaining unsold?[30]

As he had already dealt with the objections and difficulties of resuming land purchase under the existing acts, Doran confined himself, for the moment, to the advantages involved. He estimated that about a third of the agricultural land in Ireland, subject to the land purchase code, remained either unsold or awaiting final closure of sale.[31] This was, he felt, a most unsatisfactory arrangement because, from his 'knowledge of the tenant farmers,' he felt

certain that this one third would not continue to pay their rents in full to the landlords, while their neighbours were actually buying out their holdings for a much smaller annual charge. Future events were to vindicate his forecast of such difficulty in the collection of rent.

At this stage Doran's attention was diverted away from the more immediate question of land purchase into more general affairs. He had already announced at the start of the memorandum that he would have to touch certain political issues that were highly sensitive, and he had made the ritual declaration that he was solely responsible for the opinions that were expressed or implied in the memorandum. The first time such a declaration became necessary was when he wondered aloud:

> Why should the general tax-payer be mulcted to make farming members of the community owners of their holdings especially as they are the class of all others who are giving the least help to win this dreadful war or to make any sacrifice for the defence of their own homes.[32]

While the context and the details have changed, these sentiments have been echoed many times since 1916. He had prefaced the remark with the qualification 'but some say', but this was still a dangerous thought to be lurking in the mind of a senior official of the CDB. It would certainly have done nothing to bolster the farming community's rapidly failing confidence in the CDB if it had become public knowledge.

Immediately afterwards, Doran moved on to an even more controversial topic, when he discussed the completion of land purchase in relation to the advent of home rule. Believing

that the solution of the land purchase problem would greatly aid the introduction of home rule, he made two proposals for the `solution of the present unsatisfactory situation in Ireland.' A day should be appointed on which the suspended home rule act would come into operation, with a representative, cross-sectional committee to recommend to Parliament, before that day, any amendments it thought necessary. The second proposal was simply to complete land purchase.

> Q.(IV): If land purchase is to be resumed, consider proposed scheme as herein explained for the resumption and completion of Land Purchase without providing any cash before it is paid as `Sinking Fund' by the tenant purchasers.[33]

This scheme consisted of three proposals which deserve to be quoted in full.

> (a) The purchase price of the estate to be paid in bonds bearing 5 per cent interest. No bonus.
> (b) All chargeants on estate must accept payment of their claims in these bonds at face value.
> (c) The Treasury to have power to purchase at <u>face value</u> so much of those bonds each half year as may be necessary to invest in them the half year's instalment of sinking fund received from the tenant purchasers and also the revenue derived from previous investments in same bonds.[34]

The first proposal would certainly have jolted the readers of this memorandum. The bonus to vendors in land purchase had only been introduced in the Wyndham act, but it had rapidly become an integral part of the structure of land purchase, and, as with any bonus paid regularly, it soon came to be seen as an automatic entitlement. It would seem that Doran had been serious about protecting the general tax-payer from the exorbitant demands of the rural community whether landowner or unpurchased tenant.

If the vendors were to be paid in 5% bonds, this would necessarily involve the purchasers paying annuities of 5.25%. The 0.25% sinking fund would clear the debt in 62 years if the sinking fund payments were invested regularly at 5%.[35] This could be done by investing the payments in 5% land bonds which the Treasury could purchase from the vendors at face value. This was the essence of the third proposal. Of equal significance was the second suggestion. This would help to protect the vendors from depreciation of their 5% bonds as they would no longer have to raise cash to pay off those to whom they were indebted.

Apart from these changes in the financial terms, land purchase was to proceed in very much the same way as it had done under the acts of 1903 and 1909. This meant that the landlord and tenant would find a mutually acceptable price, subject to the sanction of the CDB or the Estates Commissioners.

In what was the most unrealistic passage in the document, Doran speculated that the tenants would probably be looking for the same reduction from rent to annuity as their neighbours would have received since 1903, but that some might be willing to pay a shilling more in the pound, in order to obtain a speedy settlement.[36] His calculations, based on the same reductions as previously granted, showed that landlords would have generally received a greater annual income under his proposals, than they would under the terms of the 1909 act, despite a smaller purchase price and the absence of a bonus.[37] This depended on the vendors retaining

their stock, as the whole plan rested on the higher rate of interest, and a consequently lower rate of sinking fund payments. A curious anomaly is that the vendor's expenses of sale were calculated at an average of around 7% of the purchase price for the acts of 1903 and 1909, but at only 5% for the new scheme.[38] No explanation was offered for this difference, and, without it, the terms of the 1909 act would generally have been more attractive to the vendor.

Doran suggested that the vendors would do well to strike bargains with their tenants, and the reason for this became clear, as he gave the vendors an incentive to sell promptly.

> Any landlord of an agricultural estate who has not arranged to sell it or any agricultural holding thereon within five years after the passing of this proposed Act may be required to sell and the tenants to buy at prices fixed by the Estates Commissioners.[39]

It is not entirely clear whether this proposal for compulsory purchase was intended to be used selectively, in particular circumstances and cases as under the 1909 act, or whether it was a universal and all-embracing proposal that would have put a definite time limit on the existence of the landlord in Ireland.

> Q.(V): If proposed scheme or any other scheme be approved, when is it advisable to resume land purchase?
> Q.(VI): Is it advisable to revive, by any special means, land purchase in the congested districts while it is not operative in the rest of Ireland?[40]

The answers given to these questions were that land purchase should only be revived within the area of the CDB in conjunction with the rest of the country and as part of a general political settlement.

It is not known what the members of the CDB thought of

Sir Henry Doran's memorandum, or what action, if any, was taken as a result of it, but we do know that it was not shelved away and forgotten about, at least not for a couple of years. The year after it was written, 1917, this insightful document was submitted as part of Sir Henry's evidence to the land purchase sub-committee of the Irish convention.

CHAPTER ONE

The land purchase sub-committee of the Irish convention: The problems of pending and completed sales

In 1917, the political scene in Ireland was in chaos. It seemed that the home rule party was losing its grip and that Sinn Fein was rapidly becoming the new power in the land. When Count Plunkett won the North Roscommon by-election in January of that year, standing as an independent, but with the wholehearted support of Sinn Fein, John Redmond was in despair. He wrote a draft memorandum in which he would appeal to the Irish people not to be led astray:

> Into courses which must end in immediate defeat of their hopes of the present and permanent disaster to their country.[1]

Perhaps people had become tired of old faces, and a younger generation of leaders should be sought.

> Let the Irish people replace us, by all means, by other, and I hope, better men, if they so choose.

Predictably enough, Redmond's colleagues made sure that this memorandum was not published. Such pessimism by its leader would undoubtedly have destroyed the party.

While there were many fundamental differences in policy between Sinn Fein and the home rule party, perhaps one, above all others contributed to Redmond's despair. More than the electoral defeat itself, the declared policy of Sinn Fein, and of Count Plunkett, to refrain from taking its place in

Westminster, undermined the whole raison d'etre of the party. While it had had its baptism in the extra-parliamentary agitation of the land war, and some of its members had been involved with the plan of campaign, it had increasingly come to regard the house of commons as its principal theatre of operations. It had focused all its energies on the achievement of its aims by constitutional means, and success was to be measured in the finer points of legislative detail. Its members were skilled parliamentarians, expert in the techniques of obstruction, negotiation and committee-room bargaining. On its home ground, so to speak, the home rule party provided extremely formidable opposition to any nationalist grouping attempting to challenge its dominance, as both William O'Brien and Tim Healy had discovered.

Sinn Fein dealt with this problem by side-stepping it. Its abstentionist policy left the home rule party fighting an enemy it couldn't see. By switching the battleground away from Westminster, Sinn Fein seized the initiative in the by-elections of 1917. The government, who were also denied the opportunity of encountering Sinn Fein at first hand in the house of commons, failed to understand the movement or to appreciate the nature and extent of its support. Thus, on numerous occasions in 1917 and 1918 it played right in to the hands of Sinn Fein, by arresting members before elections, by the conscription crisis and by the so-called `German plot.'

In retrospect, Sinn Fein's policy of abstention seems like a masterstroke, but in reality it was a massive gamble, with the stakes being the undivided allegiance of the

nationalist community. So long as the unionists remained intransigent, and so long as the government refused either to coerce the unionists or to grant an acceptable measure of home rule, then Sinn Fein could build on its support, and the home rule party would increasingly be seen as ineffectual and out of touch. Yet, the possibility remained that agreement could be reached with the unionists or alternatively, and for some people preferably, the government could be persuaded to over-ride unionist objections and to proceed with home rule. Then the credit might go to those in the appropriate position to receive it, the home rule party, and the newly constructed edifice of Sinn Fein might crumble and its support melt back towards the triumphant Redmond.

It was in these circumstances that the Irish convention came into being. Lloyd George, the Prime Minister, was about to offer the home rule party immediate implementation of home rule, but the six counties were to be excluded for a period of five years, after which time the question of their permanent status would be reconsidered.[2] When Redmond heard, informally, of these proposals from the Marquess of Crewe, Leader of the house of lords, at a banquet in honour of General Smuts, he rejected them out of hand. Then, perhaps inspired by South Africa's recent successful experience in tackling constitutional problems at a round table conference, he wondered if a similar approach could be tried in Ireland, asking if:

> It would be the right course to copy what had been done in the dominions and leave the constitutional question to a convention entirely Irish.[3]

This conversation was immediately reported to Lloyd George by Crewe. The following day, 16 May 1917, the Prime Minister conveyed his proposals in a letter to the leaders of the Irish parties. As well as his own proposal for immediate home rule with partition, he also included as `a last resort', an alternative plan for an Irish convention which the government would support. The responses from the various parties to the latter proposal were reasonably encouraging, which was in itself no mean achievement. On 21 May, Lloyd George announced in the commons that a convention was to be set up. Should it reach `substantial agreement' on a proposed new constitution, then the government would be willing to give this agreement legislative effect.[4]

The convention's membership was to include `all leading interests, classes, creeds, and phases of thought in Ireland'.[5] To this end, representatives were taken from the home rule party, the Ulster party, southern unionists, the Irish peers, the major churches, the various chambers of commerce and labour associations. The largest single block of members was that of the delegates from the local authorities; the county councils and urban district councils. Outside of the delegates from the six counties, these were, almost to a man, supporters of the home rule party. The government directly nominated a number of men who were prominent in business, social or academic circles.

Sinn Fein was offered five places at the convention, the same number as the home rule party, but it turned them down. This was the logical consequence of its abstentionist policy,

and was merely taking the gamble of hoping that the home rule party would fail, one step further. It kept in touch with the proceedings through Edward MacLysaght, a young publisher who was highly sympathetic to the party, with almost daily briefings while the convention was in session. Also nominated as independent nationalists were William Martin Murphy and the poet A.E..[6] Although Alice Stopford Green was considered at one stage as a possible replacement for a Sinn Fein delegate, there were no women in the convention membership.[7]

This account of the origins of the convention, which follows closely that given by R.B. McDowell, casts considerable doubt on the oft-repeated accusation by historians, that the convention was nothing more than a plot by Lloyd George to placate American public opinion, and so smooth out any obstacles to the full participation of the U.S. in the war, while also allowing the government to, temporarily at least, rid itself of an annoying distraction from the war effort. Though these were certainly very welcome benefits from the convention policy for the government, it has to be remembered that the convention was suggested in the first place by John Redmond, who obviously had very different hopes in mind for it. For Redmond, this would probably be his last chance to regain control of the situation and to re-establish the home rule party as the dominant nationalist party in Ireland. At this stage, it would be winner take all.

The primary purpose of the convention was, of course, to

come to an agreement on a new constitution. This involved the members in discussion of, the powers and composition of an Irish parliament, partition, and the question of who should control the vital financial matters of taxation, foreign trade and customs and excise. The resolution of these issues, crucial and contentious as they were, would not however automatically guarantee stability. In search of such stability, the convention set up, in the Autumn of 1917, a number of sub-committees to examine electoral law, defence and police, and land purchase.[8] Early in 1918, another sub-committee was appointed to consider the need for local authority housing in urban areas. It has been suggested by McDowell that these sub-committees were nothing more than an attempt to distract from an awkward dispute in the convention. This is to gravely underestimate the seriousness with which the committee members undertook their tasks, and the tremendous interest of the convention delegates in the various reports.

The chairman of the convention was Sir Horace Plunkett, a man who had already had a fascinating career. Born in Co. Meath, he had, amongst other things, been the founder of the Irish co-operative movement, a unionist M.P., the inspiration and first vice-president of the Department of Agriculture and Technical Instruction, and a member of the first Congested Districts Board. With such a background, Plunkett was always likely to be sympathetic to any attempt to finally resolve the land question. For the duration of the convention, he sent regular reports, highly animated in style and tone, on

the proceedings to the king. Lord Southborough, the secretary to the convention, wryly observed that the king was probably the only senior figure in the British establishment not to read them.[9] In these reports Plunkett explained why the land purchase sub-committee was set up.

> In Ireland the political and the agrarian questions have always been so intertwined that no settlement of the former could make a prosperous and contented country while any real grievance remained owing to the unsettlement of the latter. Such a grievance, though not of formidable dimensions, does still exist. - - - Moreover, the politico-agrarian history of Ireland in the last two generations goes far to justify the decision of the Convention to complete land purchase in order that the Irish Parliament may start without a land question on its hands.[10]

The dangers involved in ignoring the land question were far greater than the dangers faced in addressing it. Plunkett argued that at any moment trouble could erupt on an estate and, as had happened before, spark off widespread agitation, reviving hostilities between landlords and tenants. This scenario would render compromise between the nationalists and the southern unionists, in particular, virtually impossible and would, in all probability, wreck the convention.

Another, more noble, motive was also detected by Plunkett.

> Nothing in our deliberations has been more gratifying than the oft-expressed desire on the part of the Nationalists to give every inducement to their Unionist fellow-countrymen to take a prominent part in Irish self-government.[11]

Here was the legacy of the 1902 land conference. It had been the most successful example of collaboration between unionists and nationalists, and had briefly given rise to

hopes of a new era in Irish politics, before these hopes were quickly dashed. Plunkett himself, of course, had been the supreme example of a unionist who had engaged fully the task of Irish administration, not as an imperial statesman or centralising bureaucrat, but as a practical innovator and disciple of self-help.

The most prominent member of the committee was its chairman, Lord Anthony McDonnell. Born in Co. Mayo, and by then aged 73, he had had a long and very distinguished career in the British civil service. He had been Lieutenant Governor of an Indian province in the 1890's where he had been known as the `Bengal tiger'.[12] He had been Under Secretary for Ireland from 1902-8, with more responsibility than was usual for the holder of that office. More significantly for his new role, he had been a staunch supporter of the land conference and, in his capacity as Under Secretary, had had a direct influence on the framing of the subsequent Wyndham act. He had incurred the wrath of unionists in 1904, for his collaboration with Lord Dunraven on proposals for devolution, and again in 1907, when he aided Augustine Birrell in his ill-fated Irish Councils Bill. It was said of him, that to the unionists he appeared to be a home ruler, while to the home rulers he appeared a renegade. Not surprisingly then, he was a Liberal, and a government nominee to the convention.[13]

Dr Denis Kelly, the Bishop of Ross, participated as a representative of the Catholic hierarchy. A staunch supporter of the home rule party, he was a noted expert in

Irish accounts and fiscal matters. He had been a member of a number of government committees dealing with Irish affairs, including the Primrose committee on Irish Finance, which had been set up in 1912 to examine the financial implications of home rule[14] Michael Barry, a farmer and shopkeeper, was representing Cork Co. Council, while J.J. Clancy, a sitting home rule party M.P., barrister and journalist, was, like the Bishop of Ross, an expert on public finance.[15]

Lord Oranmore and Brown was a representative of the Irish peers, and was listed as a landowner by profession. Along with Lord Oranmore, the Unionist representatives were Michael Knight, a Co. Monaghan solicitor, and George Stewart, a large scale land agent and director of the Bank of Ireland, who was a southern unionist.[16]

This meant that the political representation on the committee consisted of three unionists, three nationalists and one Liberal. The secretary to the committee was Walter Callan. Callan, trained in the Land Commission, had been secretary to the royal commission on congestion, on whose report the land act of 1909 had been largely based.[17]

Although, according to its own report, the committee was not appointed until 1 November 1917, the first meeting had already been held as early as 23 October.[18] At their tenth meeting on 4 December, the members signed a report which was before the convention for discussion from 8-10 January 1918. The committee then reconvened to consider a number of suggested amendments, and at the thirteenth meeting on 23 January, a final revised report was signed. On 10

January, Dr Patrick O'Donnell, Bishop of Raphoe, was nominated as a replacement for the Bishop of Ross, who was ill. However, before the final report was signed, Dr Kelly's approval of the changes made was obtained, and his signature, and not Dr O'Donnell's, appeared on the report.[19]

From the first paragraph of the report, the members made it quite clear that their work was based on the assumption that some form of home rule would be granted and the various problems were considered in that light. While they wished `to offer no opinion, in this Report, as to the desirability of this change,' all recommendations were to be dependent on home rule being implemented.[20]

> The Sub-Committee carried out their enquiries and made their report on the assumption that the solution of the problem of Land Purchase was required as part of a large scheme for recasting the framework of government in Ireland. To effect this, and to bring about the unanimous Report which the Sub-Committee presented, the representatives both of the landlords and the tenants agreed to sacrifices which they would be unwilling to make except as a necessary part of a large scheme for bringing peace into Ireland.[21]

This meant that the three unionist members of the committee were in the highly unusual position of being signatories to a report whose recommendations, in their complete form, they had no wish to see implemented.

The report began by dealing with land already sold under the land purchase acts. The second schedule to the report outlined the position then current with regard to the collection of purchase annuities and the liability for their non-payment. As the annuities due for collection amounted to over £2.75 million at the time, this was a matter of considerable importance. In fact, over £98.5 million was

advanced for the purposes of land purchase in the period from 1870 to 31 March 1917, with another £1.5 million contributed in cash by the purchasers themselves.[22]

The central idea behind land purchase legislation, was that the government should provide the tenant-purchaser with a fixed interest loan, usually referred to as an advance, at as low a rate as possible to enable him to purchase his holding. Lest temptation should cross the path of the purchaser, and for administrative reasons, this advance was paid directly by the Estates Commissioners, or by the CDB, to the landlord, who no longer had to worry about the collection of rent or persistent defaulters.

The rate of interest of the advance was the lowest rate available to the government at the time the particular piece of legislation, under which the advance was given, was passed. Since the government could always borrow money more cheaply than commercial concerns or private individuals, this meant that the purchaser was getting the best deal possible. The annuity was the purchaser's annual repayment on the advance, and was calculated as a percentage of the total price, with the percentage being slightly higher than the rate of interest. The annuity was divided into two parts: interest payments and sinking fund payments. The interest payment was the larger part of the annuity and was fixed at the rate the government had borrowed.

The sinking fund payment was the portion of the purchaser's annuity intended to amortise the capital of his loan, i.e. to clear his debt. This was done by investing the

payments into the sinking fund until the fund had accumulated sufficient interest to pay off the capital of the original advance. Because the rate of interest of the advance was fixed at the outset, the annuity also remained fixed and the purchasers were insulated, to a very large degree, from the vagaries of the financial markets. This was a real boon in times of rising interest rates. How complete this insulation was, depended on whether or not the period of repayment had also been fixed, and this, in turn, depended on the legislation under which the transaction had taken place.

Under the acts prior to 1891, over £10 million had been advanced for land purchase. The annuities were calculated to be sufficient to pay off the debt in a fixed period of 49 years.[23] However, although both the annuity and the period of repayment were originally fixed, most purchasers took advantage of an offer which allowed them to reduce the sinking fund payment in their annuity for three successive decades. This prolonged the period of repayment to 79 years in most cases. Technically, both the annuity and the period of repayment were still fixed in the sense that they were both unaffected by changes in the marketplace interest rates.

Any loss incurred by the Land Commission, which was the body responsible for the collection of annuities, arising from non-payment of annuities due under these acts, was recouped from public funds, specifically provided by the annual Public Works Loans acts. However, the total loss caused by defaulters on these sales, between 1881 and 1917, was just over £5,000, with an annual average of about £140.[24]

None of these early acts had been particularly favourable to the purchaser, so the numbers availing of their terms were low, while those who did purchase were often strong tenants who could well afford the burden. These factors help to explain why the figure was so low.

Under the acts of 1891-6 over £13 million was advanced to purchasers.[25] The period of repayment was not fixed under these acts, but it was estimated that the annuities would, if paid regularly, amortise the debt in 42.5 years, or 72.5 years in the case of a purchaser who took the three decadal reductions. This estimation was based on the assumption that the sinking fund payments would be reinvested at the same rate. As the interest rates generally available were rising, then the sinking fund payments were earning more, and the accumulated amount in the sinking fund was increasing more rapidly. This meant that higher interest rates would see the debt amortised sooner than would otherwise have been the case and at no extra cost to the purchaser. Conversely, lower interest rates would have meant a longer period of repayment at the purchaser's expense. The unusual result was that these debtors were benefiting from higher interest rates.

The Wyndham act was, of course, a tremendous success, and under its terms £67 million was advanced to purchasers.[26] The annuity was fixed at 3.25%, 2.75% for interest and 0.5% for sinking fund payments. If the sinking fund payments were reinvested at the 2.75% rate, then the period of repayment would last 68.5 years. If, on the other hand, they were invested continuously at 5%, which was the prevailing rate in

1917, then the debt would be cleared in 48.5 years.[27] The rate actually used was set under Treasury rules at 2.75%, as the sinking fund payments were used to provide advances for new sales. By 1917, sinking fund payments were totalling over £500,000 per annum and their use in that manner was a cost saving exercise for the Treasury.[28]

Similarly with the 1909 act, under which £8 million was advanced.[29] The interest now was at 3% and the sinking fund payment at 0.5%. Regular investment of the sinking fund payments at 3%, would involve a period of repayment of 65 years.[30] This was the rate fixed by the Treasury, as they were using the payments to make fresh advances, as with cases under the 1903 act. Once land purchase had been completed, and no new advances needed to be made, then the sinking fund payments could be invested at the market rate, which in all probability would be higher than either 2.75% or 3%, and the period of repayment thereby shortened.

The annuities were due to be paid on the traditional 'gale days' of 1 May and 1 November. If payment wasn't made, then an elaborate procedure for the recovery of arrears would be set in motion.[31] A few weeks after the gale day, a solicitor's letter would be sent to the errant purchaser. This would be followed by the issuing of a civil bill and the obtaining of a decree at Quarter Sessions. If payment was still not forthcoming after another demand, then the sheriff would be sent to seize the debtor's goods. In the worst cases, where there were not enough goods to meet the arrears, the Land Commission would sell the holding. It was very rare

for the procedure to go this far, as most cases of arrears were simply matters of late payment, rather than a complete failure to pay. When a forced sale took place the Land Commission generally recovered all outstanding debts. This was because the holding was worth much more than the sum which had been advanced for its purchase. The advance covered the landlord's interest in the holding, but the purchaser had had a tenant right to begin with and this too could be sold by the Land Commission. Occasionally, a loss was incurred `due to the difficulty of effecting a sale in consequence of local feeling.'[32] Memories of bailiffs and evictions ran very deep in some localities.

Where any loss was incurred, it was the liability of the guarantee fund. The guarantee fund could roughly be said to have been the central holding account for the grants payable to Irish local authorities. The government paid into the guarantee fund all grants normally due to the local authorities, and these were then distributed to their respective places. However, the amounts distributed were reduced by the amount of arrears due to the Land Commission at the given time. The system had been refined to the point where each County Council had to bear the loss that was caused by the non-payment of annuities that were due from their area, while the names of defaulters were forwarded by the Land Commission to the County Councils for local publication. Since a shortfall in the grant received from the government meant either a decrease in services or an increase in rates, public opinion did not generally look

favourably on persistent defaulters.

The permanent loss caused by defaulters to the guarantee fund was described in the report as `infinitesimal.' This was because the great bulk of arrears was caused by late payment rather than by a complete failure to pay. On a dividend day, when the Land Commission was required to pay the interest due to stockholders, any shortfall in annuities was covered by money drawn from the guarantee fund. However, when the Land Commission recovered those arrears from the purchasers, they paid them back into the guarantee fund and from there they went to the proper local authority. In some years the amount collected in annuities might be greater than the amount due. In the year ended 31 March 1917, the amount collected was £2,558,216, which was almost £3,000 more than the amount due for that year.[33] The amount of arrears outstanding on that date, £25,120, was therefore £3,000 less than the previous year's figure. Thus, more money might be paid into the guarantee fund in a given year than drawn from it.

While, under the acts passed prior to 1891, the liability for non-payment of annuities fell to the central funds of the United Kingdom, the liability of Irish rate-payers for defaulters, under subsequent acts, meant that Irish funds were deemed to be ultimately responsible for the full payment of these annuities. Under the proposals contained in both the home rule bill of 1893 and the Government of Ireland Act, 1914, this situation was to continue. The Irish Consolidated Fund, or central exchequer,

was to be liable for non-payment of annuities, and it was to be at the discretion of the Irish government as to how this liability was to be shared out locally. As it was to take control of the revenues which went into the guarantee fund, it would have the option of continuing the old system, including the division of responsibility to each county. These proposals were endorsed in the report, which went on to recommend that, since the loss involved would be practically negligible, the Irish government should also accept liability for the annuities payable under the acts passed prior to 1891.[34]

> We therefore recommend that all purchase annuities should be collected by a department of the Irish Government, that the annuities should be paid over to the Consolidated Fund of Great Britain and Ireland on fixed dates, and that such payment should be a first charge on the Irish Consolidated Fund.[35]

This passage differed significantly in one important respect from the proposals contained in the 1893 Bill and the 1914 act. These measures treated the administration of land purchase as a reserved service, or as part of the Irish administration, that would, temporarily at least, continue to be run from Westminster. This meant that the Imperial government would continue to collect the annuities. However, as the report pointed out, any slackness on the part of the Imperial government in collecting the annuities, would result not in any loss to itself, but instead would be to the cost of the Irish government. A second objection was that the Imperial government would have to pursue its claims against defaulters through the Irish legal system, and that this would result in `an un-necessary case of concurrent

jurisdictions.'[36] This proposal is dismissed in a single pithy sentence.

> We are of opinion that the Government that is responsible for any loss caused by the non-payment of annuities should be charged with the collection of these annuities.[37]

While the Irish government was to assume responsibility for the collection of annuities, the cost involved in carrying out this task was to be regarded as Imperial expenditure. The whole structure of land purchase legislation and administration had been erected and maintained by the Imperial government, and, it was argued, it had a moral obligation to complete the job which it had begun. Aware of the difficulties involved in one administration paying for work being done by another, the committee inserted a proviso to the effect that `it would conduce to economical administration and obviate friction' if the amount recoverable by the Irish government in respect of the cost of collection was limited to a percentage of the total due in annuities.[38]

Having allocated responsibility for the collection of purchasers' annuities, as well as the liability for their non-payment, the report then turned towards another aspect of the system of financing land purchase that concerned completed sales. Under the terms of the Wyndham Act, vendors, i.e. the landlords, were to be paid in cash for the sale of their property. This cash was to be raised by the issuing and sale of land stock by the government. By guaranteeing an annual return at a fixed rate of interest, government stock and bonds have been a common method for

governments to borrow money from investors on the open market, and land stock was stock issued specifically for the purpose of financing land purchase. The stock created under the 1903 act was at 2.75%, which meant that whoever bought this stock would get an annual return of 2.75% on their investment. This return would be covered by the interest payment of the purchaser's annuity, which was fixed at 2.75% of the price. The sinking fund payment of 0.5% would be used to clear the purchaser's debt and, from the government's point of view, redeem the stock.

The Wyndham act proved to be an outstanding success for both landlords and tenants, but it brought mixed blessings for the government. Soon after the passing of the act, marketplace interest rates began to rise, and an annual return of 2.75%, even if guaranteed, no longer appeared so attractive to investors. Selling this stock at par, i.e. at face value, soon became an impossible task for the government. The enormous volume of sales taking place under the act meant that huge amounts of stock were constantly being created and sold; a situation which did nothing to increase the value of the stock. The result was that the government were forced to sell the stock at a discount. For the £67 million advanced under the act, it was found necessary to create, on average, £115 stock in order to raise £100 cash.[39] The purchaser's annuity, however, was calculated as a percentage of the cash price paid to the vendor, and not on the basis of the amount of stock sold, and the annuity would only be sufficient to cover the interest

and sinking fund payments due on £100 stock. Another source was needed to meet the payments due on the balance of £15 stock. This balance was known as excess stock.

Section 36 (6) of the 1903 act decreed that the liability for payments due on excess stock should fall on the guarantee fund, and, more specifically, should fall firstly on the Ireland Development Grant within the guarantee fund. When new grants were being given towards education in England, Scotland, and Wales in 1902, the government promised to do likewise in Ireland, and the following year, the Ireland Development Grant was set up, with an annual total of £185,000.[40] £20,000 was to be given to the CDB and £5,000 to Trinity College, Dublin. The remaining £160,000 was to go into the guarantee fund, but what was not needed there, to meet the charges due on excess stock, would be used for the improvement of education, the transport system and the promotion of economic development. Each year, however, there was less to spend in these areas as the amount drawn out to cover excess stock increased steadily.

In 1909 it became apparent that, as land purchase progressed, the charges for excess stock would not only absorb completely the Ireland Development Grant, but would also absorb the death duty grant and half of the agricultural grant in the guarantee fund. As this would have caused the finances of many of the County Councils around the country to collapse, it was decided that once the money in the Ireland Development Grant had been exhausted, then parliament would vote the remainder needed to cover the charges due on excess

stock. This first occurred in 1910, and in the year ended 31 March 1917, in addition to the £160,000 from the Ireland Development Grant, the sum paid out by parliament for this purpose alone was £267,740.[41]

Under the act of 1909, the vendors were paid the agreed price directly in stock. Since generally, this did not involve any cash being raised, there were no problems with excess stock, or at least, very little. A small number of cases, involving final offers and compulsory purchase orders made by either the Estates Commissioners or the CDB, required payment in cash, which meant that there would also be payments in respect of excess stock. These payments were minor in comparison with those made under the 1903 act, and were included in the £268,000 voted by parliament.

In an effort to reduce the burden of excess stock, the Land Commission used the sinking fund payments made by existing purchasers, as part of their annuities, to provide cash for the advances given to new vendors. In effect, the sinking fund payments were being used to purchase, as an investment for the sinking fund, newly created 2.75% stock, or in the case of the 1909 act, 3% stock, at face value. Because this stock was being purchased at par, there was no need in these cases for excess stock to be created. This use of the £500,000 received annually in sinking fund payments, represented considerable savings for the government, at the cost to the purchaser of prolonging his repayments.[42]

Another attempt to reduce the amount of excess stock needed was made in the 1909 act, by offering vendors who had

already signed agreements to sell under the terms of the Wyndham act, special priority in having their cases dealt with, if they accepted payment either completely in 2.75% stock or else half in stock and half in cash. Many vendors, tempted by the prospect of avoiding the long delays normally involved in the process, accepted the offer and £14 million was advanced in this way.[43] Since most of this was in stock, less excess stock had to be created.

Under the 1903 act, £12 million was set aside to provide the vendors with a bonus and to make agreement between vendor and purchaser on the price easier.[44] It was assumed that the completion of land purchase would not take more than £100 million, so the bonus was paid at a standard rate of 12% of the price. In 1908, it was realised that it was going to take considerably more than £100 million to complete land purchase, so the Treasury reduced the rate of the bonus to just 3%. The following year, the 1909 act removed the limit of £12 million, and altered the method of calculating the bonus, so that a new system of graded bonuses, which depended on the number of years' purchase which the vendor received, came into operation. Unlike the advances made in respect of price, the bonus, which averaged at 10%, was still paid in cash.[45]

The financing of the bonus was, in certain respects, similar to the financing of excess stock. Stock had to be issued and sold in order to raise the necessary cash for the bonus, and this stock was not covered by any purchase annuity. On this point, there was no difference between the

terms of the 1903 and 1909 acts. It had been realised from the outset that the government would have to pay the interest and sinking fund payments due on the stock that was issued to pay the cash bonus. What was not expected was that this stock would be so drastically depreciated, and that, in order to pay the bonus, it would be necessary to create, on top of the expected amount of bonus stock, what was in effect, excess stock, though it was not officially categorised as such. The government was paying doubly for the dubious privilege of providing this cash bonus. In the year ended 31 March 1917, this privilege cost the government £325,000 in interest and sinking fund payments.[46]

Taking together the payments required in respect of excess stock and bonus, the annual cost of completed sales to the government was £753,000, or roughly 1% of the total amount advanced under the acts of 1903 and 1909.[47] £160,000 was paid from the Ireland Development Grant and £593,000 was provided as part of the annual vote for the Land Commission.[48] The report found that this charge was `clearly an Imperial obligation.'[49] It recommended that the charges should be paid firstly out of the Irish Consolidated Fund, but that the Irish government should either be subsequently repaid for this by the Imperial government, or that the amount should be calculated as part of any contribution the Irish government would make towards Imperial expenditure.[50]

The third of the `problems connected with completed sales' was the question of who should have responsibility for the powers that the Land Commission exercised over holdings

that were in the process of being purchased. These powers were quite considerable and included: the power to prevent the sub-letting, mortgaging or sale of such holdings, the right to determine boundary disputes, to prosecute for breach of turbary or timber regulations, and certain claims in respect of mineral or sporting rights. In keeping with the policy of handing over to the Irish government responsibility for the collection of annuities, the report recommended that these powers too should be controlled by the Irish government.[51]

The report then turned its attention towards the problems associated with the 100,000 holdings, where agreements for sale had been signed by all parties, but, owing to the huge backlog of cases, the advances had not been made and the final closures of the sales had been left pending.

> We are of opinion that the inauguration of a new system of Irish Government renders it imperative that all pending cases should be speedily completed.[52]

To achieve this, the report recommended that the money required, in cash and in stock, should be provided, and the sales completed, within three years at most, from the date on which the recommendations of the report would be put into law; if they were accepted by the government. This would not be a simple task, however, as the sums involved were quite substantial.

The majority of these sales had been agreed under the terms of the 1903 act, which meant that £18 million had to be provided in cash if they were to be completed, while a

further £1 million in cash was required in respect of a number of cases pending under the 1909 act.[53] By 1917, £85 excess stock was needed for every £100 cash raised by the sale of 2.75% stock, and the situation was only marginally improved when 3% stock was involved.[54] Even with the use of sinking fund payments to provide some cash, the annual charge for excess stock, in respect of those cases then pending, would be at least £440,000 when they had been completed.[55]

The payment of the £5 million in stock, mostly at 3%, needed to complete payments under the 1909 act did not present any problems to the government as far as the price was concerned. Payment of the bonus, however, would be more expensive. Taking an average bonus of 10% over the £24 million needed to complete all pending cases, the report calculated that to raise £2.4 million in cash would require an annual charge for interest and sinking fund of over £140,000.[56] However, £18 million was payable under the 1903 act, which had a standard bonus of 12%. This would mean that £2.76 million was required, and the annual charge would consequently rise to approximately £160,000. The annual cost of completing all pending sales, as calculated by the report, would be £580,000.[57] Arguing that the bonus had always been seen as `a free gift to Ireland,' and that the charges for excess stock should be viewed similarly, the report recommended that this sum should be regarded as Imperial expenditure and treated accordingly.[58]

The Land Commission was to remain a reserved service in regard to the various powers it held over pending cases, but

only on the understanding that these cases would be completed in the time allotted. Once this took place, the cases were to be treated in the same manner as those completed before the report was written. The Irish government would assume responsibility for the collection of annuities, liability for their non-payment, and control of the Land Commission, while the costs involved in the collection of annuities and the charges for excess stock and bonuses would be reckoned as Imperial expenditure.[59] Of course, once the sale had been completed and the advance paid, the vendor could not be effected by any government action short of repudiating land stock, and even this would have no effect on those who had sold under the Wyndham act.

When the report came before the Convention in January of 1918, a number of the amendments tabled on it were proposed by members of the committee itself. One such amendment, proposed by Michael Knight, sought `the most favourable consideration of the Imperial Parliament' for those landlords who had agreed to sell for 3% stock when this stock was at a price of 84, but who were threatened with ruin by its fall to 58 by the end of 1917.[60]

> We would suggest that there should be issued <u>in addition to the Purchase Money</u> an amount of the 3 per cent. Land Stock equal to the difference between the maximum and minimum prices to those landlords the sale of whose estates were still pending completion by the Land Commission at the 31st of December, 1917.[61]

This was the situation that Sir Henry Doran had adverted to when he referred to landlords delaying the process of sale in the hope that they would be rescued by a change in legislation. Any vendor wishing to sell his stock, either to

pay off debts on his estate, or for any other reason, would be severly effected by such a fall in the value of 3% stock, and the amendment would have compensated for this. Any vendor who retained his stock would, on the other hand, suffer no ill-effects from its fall in value, as the annual interest payments he received remained the same regardless. By this amendment, such a vendor would, in effect, receive a substantially higher price than he had originally agreed to accept. This amendment would, if accepted, have negated, almost entirely, the benefits to the government of paying the vendors in stock rather than in cash, as it would have involved the creation of a large amount of excess stock at 3%.

The amendment was referred back to the committee, and a compromise solution was arrived at.

> The difficulty would, we think, be fairly met by paying such landlords so much of the purchase money at the actual market price that prevailed for the stock at the date the agreements to sell were signed, as may be proved, to the satisfaction of the Land Commission, to be required (over and above the cash bonus, where the landlord is the absolute owner) to pay off charges which existed at the date of the agreement to sell, and still exist.[62]

Since it was only those vendors who needed to sell some of their stock, in order to pay off debts on their estate, who were effected by the fall in the value of land stock, those were the only vendors to be compensated for this fall, and only to the extent that they had been effected by it. While recognising that vendors who had already received payment, had also suffered from depreciated stock, the committee wisely decided to refrain from tampering with the

terms of completed sales.[63]

CHAPTER TWO

The land purchase sub-committee of the Irish convention: The completion of land purchase

The committee's discussions of the problems surrounding completed and pending sales, though important in themselves, were merely the preliminary to the main focus of its work; the discussion of the problems of future sales. Herein lay the heart of the report. Consideration of the problems connected with future sales absorbed more time in meetings, more space in the report, and caused more differences of opinion, both amongst the committee members and on the convention floor, than all the other issues dealt with by the committee combined.

The first question to be considered was just how big the problem was. Here, a maze of different statistics presented themselves. Land neither sold nor pending for sale, under the various land purchase acts, comprised 30% of the total agricultural area of Ireland, and its poor law valuation was 36% of the total valuation of the agricultural land of the country. These figures would have suggested that the problem remaining was one third the size of the total problem, or in other words, the purchase money required for future sales would be half as much again of the amount either already advanced or committed for pending sales. This would imply that £62 million would be necessary for the completion of

land purchase.[1] However, there were other figures to choose from.

By multiplying the annual poor law valuation of the land which remained unsold by 20, which, under the acts of 1903-9, was the average number of years' purchase of the poor law valuation in previous sales, a total of £72 million was arrived at.[2] This amount was dismissed in the report, as little credence was given to either figure in the calculation. As the landowner had obviously always had a larger interest in untenanted land, he generally received a greater number of years' purchase when selling it, and the land remaining to be sold in the country contained a high proportion of such land. On the other hand, the rise in interest rates meant that the number of years' purchase given for land, tenanted or untenanted, would probably be much lower in the future. The multiplicand in this equation, which was the valuation of land unsold, was also unreliable as it included demesnes, townparks, home farms and untenanted land outside the area of the CDB, little of which was likely to be sold under land purchase legislation.

In the attempt to estimate the size of the problem, a different tack was then taken. The agricultural statistics of 1915, which were the latest figures available for consideration at the time, gave the total number of agricultural holdings as 569,426. 105,005 of these were under one acre, including over 47,000 labourers' cottage plots and the vast majority, though not all, of these small holdings would be outside the operations of the land purchase

acts. This would leave a total of 470,000 holdings sold or likely to be sold under the terms of legislation. Since almost 410,000 holdings had been either sold or agreed to be sold, something over 60,000 appeared, at first glance, to be the most likely number of holdings remaining to be sold. Of course, this figure too needed modification. The definition of a `holding' also included demesnes, home farms, and untenanted land and most of these holdings had not, or would not, come under land purchase legislation. Since many of these holdings were included in the category of those with an area in excess of 200 acres, numbered in the Agricultural Statistics at 10,444 holdings, or were counted in the Census Returns for 1911 in the 13,472 holdings with a valuation greater than £100, the number of holdings that would be affected by land purchase in the future had to lie somewhere between 50,000 and 60,000, with the lower figure, according to the report, being closer to the truth.[3]

Having arrived at an approximate figure for the number of holdings still to be sold, the report then tried to estimate their total purchase price. The average price of holdings already sold was £325, while the average price of pending cases was £240. Using these two figures and an estimate of 50,000 holdings, the report calculated that the total price of tenanted land still to be sold would be between £12-16 million. The fact that this land contained a higher proportion of the larger tenanted holdings, many of which would have exceeded the £3,000 limit, than did the land sold or pending for sale, meant that the total amount could

be even higher, but balancing this was the consideration that the high interest rates made it unlikely that the same scale of prices would be offered in the future. As its deliberations progressed, the committee became increasingly pessimistic on this point, with its estimate increasing from no more than £12 million to £15 million to finally, a very uncertain figure, that was 'considerably higher' than £16 million.[4]

While the report had begun with a solemn declaration that the recommendations contained therein were dependent on some form of home rule being implemented, in only paragraph 9 an exception was admitted.

> We are of opinion that the conversion of the tenants of the smaller holdings into tenant purchasers is inevitable under any form of Government, due regard being had to the relief of congestion and the extension of tillage.[5]

This was the kernel of the report. Land purchase had built up a momentum that was neither possible nor desirable to resist. Going backwards or even standing still were no longer realistic options. It had long been accepted that dual ownership had not provided the answer to the country's tenure problems and that the final disappearance of the landlords was only a matter of time. The extent of that time and the manner of the disappearance were all that remained to be decided upon. The Wyndham act had attempted to secure, universally, the voluntary surrender by landlords of the titles to their lands and its failure to do so, despite its extravagantly generous terms, indicated that, for some recalcitrants, compulsion would ultimately be necessary. The

fact that an Irish government might shortly be taking over the reins of power, merely gave added impetus to the committee's desire that the purchase process be speedily completed.

Paragraph 9 of the report contained the broad policy statements of the committee towards the completion of land purchase; outlining the principles on which its proposals would be based. Along with the wish to see land purchase completed, it listed some of the major qualifications to this ambition, not the least of which were those cited above. The reference to `the extension of tillage' was made in the specific context of the government's wartime drive for an expansion in tillage farming, in the hope of a consequent reduction in dependence on overseas food imports. The reference to `the relief of congestion' could have been made anytime. Enlargement and improvement of many holdings, with these aims in mind, would inevitably delay the transfer of ownership. While many holdings were above the legal limit for advances, the situation where a landlord retained `a few isolated large holdings' when the rest of his property had been sold, was to be avoided. An automatic price fixing process was to be introduced to save time, and, though all untenanted land within the area of the CDB was to be transferred to the Board, elsewhere such property woul generally be left undisturbed. These general policy aspirations were translated firstly into three main recommendations.

> We recommend (a) that the landlord's interest in all tenanted land, not excepted below, should be automatically transferred either to the occupying

> tenants, or to the State, as represented by the Congested Districts Board or the Estates Commissioners, for resettlement; (b) that all untenanted land within the Board's area not excepted below should be automatically transferred from the owner to the Board for the same purpose; and (c) that outside the Board's area the existing powers of the Estates Commissioners to acquire untenanted land should be preserved and, in one case, extended.[6]

These proposals would require legislative change for their operation, but the report recommended that `the appointed day', to be fixed by the Lord Lieutenant in Council, on which the automatic transfers would take place, be delayed for about three years after the passing of the act. Voluntary agreements were deemed to be preferable to sales obtained by compulsion, although it was realised that neither landlord nor tenant would be likely to agree to anything that left them worse off than the compulsory terms that would be known immediately the act was passed. The main motive for the postponement was that it would allow the CDB and the Estates Commissioners time to prepare the scheme and to give first priority to pending cases. It was felt to be unnecessary to over-extend the staff of the Land Commission by proceeding with fresh cases straight away, especially since it was believed that, under these new proposals, their work would `be completed in a comparatively short time'.[7] In the light of subsequent experience, this belief was, to say the least, somewhat over-optimistic.

Excluded from the provisions of the proposed act were townparks, holdings that were primarily residential, and non-agricultural holdings, such as mills or forges. These non-agricultural holdings could be sold on to the tenant, if

agreement to do so was forthcoming from all parties concerned; including the CDB or the Estates Commissioners. Also excluded from the proposals was land which `having regard to its propinquity to a town possesses, in the opinion of the Board or the Estates Commissioners, a substantial potential or actual value or utility as building ground.'[8] This proviso was inserted into the report after the convention referred back to the committee a number of amendments which had a similar purpose but less suitable wording. The decision as to whether or not a holding belonged to any of these categories would be taken by the CDB or the Estates Commissioners, and an appeal could be made from them to the Judicial Commissioner.

From the appointed day the landlord would no longer have any legal or financial interest in the land he had previously owned, and would not be entitled to claim from the tenant the rent that had become due since the gale day immediately preceding the appointed day. The committee was very careful, however, to preserve the landlord's access to the full apparatus of the law in recovering arrears of rent, and, lest misunderstanding arise, it specifically asserted his entitlement to rent accrued between the gale day immediately prior to the passing of the proposed legislation and that before the appointed day. Thereafter, instead of rent, the landlord would receive from the CDB or the Land Commission interest on the purchase money for the land, and if the purchase money was not received by the landlord within 12 months of the gale day prior to the appointed day, he would

be additionally paid, by the relevant authority, 5% interest on the bonus due, until such time as the purchase money and bonus were paid in full. This was less generous than the proposal agreed to in the minutes, which was to pay the interest on the bonus from the start.[9]

Once the appointed day had passed, the landlord could not be affected by events on his former property; such as whether or not the land was vested in the tenants by the CDB or the Estates Commissioners. This meant that the interest of all chargeants, or debtors, could be transferred from the land to the purchase money received by the vendor and to the interest payable on this money. The Land Commission would continue to be responsible for investigating the various claims of the chargeants and, after the title to the land had been definitely established, would distribute the purchase money accordingly.

Within the area of the CDB, the Board would, on the appointed day, become the landlord for tenanted land, and the tenants would pay to the CDB their existing rent, `subject to such reduction as the Board may deem it desirable to grant.' Provided that the purchase money did not exceed the legal limit of £3,000, and that the Board felt that the holding was not in need of enlargement, improvement or modification, then the land was to be passed as soon as possible to the Land Commission for vesting in the tenant, who would then become a tenant purchaser. In order to prevent what was termed `the stereotyping of uneconomic holdings' it was foreseen that many holdings would not be vested in this manner, but would

be retained by the CDB for alteration in some way. The Board had considerable powers in this regard: continuing tenants as tenants, declaring a tenant to be a purchaser of an alternative holding at what the Board would consider a fair price, and acquiring a tenant's interest, in whole or in part, at a suitable rate of compensation. This last power was particularly relevant to cases where the purchase money exceeded £3,000. Vesting of such large estates unaltered would be hard to defend in such badly congested areas.[10]

Tenants with holdings which were located outside the area of the CDB, and whose purchase prices were below the legal limit, had a less circuitous route to proprietorship. On the appointed day they would become provisional tenant purchasers, paying the Land Commission the appropriate purchase annuity for their holdings, and, barring a decision by the Estates Commissioners to the contrary, on a date to be specified in the proposed act, this provisional status would be dropped and they would become full tenant purchasers. This new status would be backdated to the appointed day and the repayment of the purchase price would be reckoned to have begun from then. However, the tenants would have been paying the appropriate purchase annuity from the gale day prior to the appointed day, so that, as this report is worded, they would lose possibly up to 6 months payments of their annuities and, since the vendors were receiving interest on the purchase price, the Land Commission would make a small, and almost certainly unintentional, profit on the sinking fund portions of the annuities.[11]

As with cases under the control of the CDB, the Estates Commissioners could decide that a holding was `uneconomic' and that some form of enlargement or resettlement was necessary. In such cases the Estates Commissioners would have powers similar to the CDB.[12] The difference in the procedure of vesting between holdings inside or outside the area of the CDB, reflected the fact that a holding in the congested districts was more likely to be withheld for improvement.

It had already been established that there was a significant number of tenanted holdings with purchase prices over the legal limit of £3,000 which had yet to come under the operations of the land purchase acts. On the appointed day, these holdings were to pass to the Estates Commissioners to whom the tenants would pay their existing rents. Minutes taken at the committee meetings on 6-8 November 1917, record a proposal to establish criteria for deciding what should be done with this land. Favourable consideration was to be given, in strict order, to tenants with tillage holdings, with residential grass holdings and, lastly, with non-residential grass holdings, especially land held under the eleven months system. In the report itself, this suggestion was watered down, though not discarded completely. The Commissioners were to have `regard to the relief of congestion, the desirability of increasing the food supply of the country, and the use made in this respect of such holdings by the tenants.'[13] Having taken these factors into account, the Commissioners would then have power to do with

the holding as they saw fit; to acquire the tenant's interest, partially or completely, to continue the tenant as tenant, or to sell the holding in its entirety to the tenant, regardless of the price limitations.

In a short paragraph the report advocated that the CDB and the Estates Commissioners be given the appropriate powers necessary to complete the proposed sales properly. These powers included the authority to deal with disputes over boundaries, turbary, rights of way and maintenance of embankments and streams. These were all issues of considerable importance, but definite proposals on any of them needed to be constructed by expert draftsmen. Had the committee attempted to consider these topics in any detail, its report would have been much delayed in its production and much longer in its content.

The first category of untenanted land to be dealt with was that of demesnes and home farms. These were the portions of estates farmed by landowners themselves, and they had always been specifically protected from any powers given to the CDB or the Estates Commissioners for the compulsory purchase of untenanted land. Under the 1903 act, the owners of large estates had, in order to obtain the 12% bonus on offer, to sell their entire estates and then repurchase their demesnes and home farms under the same terms as the tenant purchasers. This sale and re-purchase helped many landowners to clear the title to their land by using the bonus to pay their debtors. The report recommended that this situation continue unchanged, and, furthermore, that any new Irish

Parliament was to be precluded for twenty years from legislating on such land.[14] This ban was challenged by John Fitzgibbon, chairman of Roscommon Co. Council, when the report came before the convention, but his amendment was defeated. In fact, brief consideration had been given, at one stage, to a permanent ban on Irish government interference with demesnes and home farms, but wiser counsels had prevailed.[15]

All untenanted land, other than demesnes and home farms, that lay within the congested districts would, on the appointed day, come under the control of the Board. It was felt that this was the only way to tackle effectively the problem of congestion and that every acre of untenanted land would be needed. This meant that with the exception of demesnes, home farms, and those tenanted holdings specifically excluded from the proposals, the landlord's interest in his entire estate would pass automatically to the CDB. Certain areas of the estate that were necessary for the proper working of the demesnes, such as herds' gardens or gamekeepers' cottages, could be excluded from the sale if agreement to that effect was reached between the landlord and the CDB.[16]

In the rest of the country, untenanted land was generally to be left undisturbed. When this matter was discussed by the committee it was argued that such a policy would be likely to be a source of continuing agitation in many parts, and that there existed a number of landlords who were anxious to sell their land if they could get `a fair

price.' The counter argument was that large grass lands had a role to play in the economic life of the country and that the purchase, re-distribution and sale of this land would be both very troublesome and very expensive.[17]

This question caused much debate when the report came before the convention in January 1918. Fitzgibbon and Thomas Halligan, of Meath Co. Council, warned the delegates that unless some definite provision was made in the report for `landless' men, then agrarian agitation would continue and would, in fact, worsen.[18] Lord McDonnell was aware of these criticisms, and when he presented the report, he stressed his belief that the needs of landless men were of lesser importance than the needs of the country as a whole and that the type of measure sought by Fitzgibbon was outside the terms of reference of the committee.

> I have grave doubts whether consideration of the question of the purchase of the untenanted land throughout Ireland, and the destruction of the grazing interests really comes within the ambit of land purchase legislation. Land purchase was introduced to create a peasant proprietary and transfer ownership from the landlord to the tenant.[19]

Fitzgibbon made another attempt to alter the recommendations of the report when it came before the convention again on 22 March. He proposed an amendment which would have enabled the Estates Commissioners to purchase untenanted land by compulsory means, for the purposes of relieving congestion on holdings already vested in tenants, for the improvement of uneconomic holdings, and for distribution among `the sons of farmers.' He repeated his claim that the grazing ranches were the source of much

disorder and unrest in the country, and he pointed out to the landowners that they were unlikely to get better terms from an Irish Parliament than their counterparts within the area of the CDB were then being given, Despite these impassioned pleas, the amendment was defeated by 35 votes to 27.[20] McDonnell had been substantially correct in his assessment of the difficulties that would be involved in tackling this problem, but events would show that Fitzgibbon's warnings were in no way exaggerated.

The committee did recommend that the Estates Commissioners be given the power to purchase certain, strictly limited, categories of untenanted land within its area.

> That the powers of the Estates Commissioners to acquire untenanted land by voluntary agreement with the owner should be extended to include the acquisition of such land (a) for resettlement in order to increase the food production of the country, and (b) on behalf of the Congested Districts Board, in connection with the relief of congestion within the Board's area.[21]

Where congestion existed on an estate that was located outside the area of the CDB, the report recommended that the Estates Commissioners be given the power of compulsory purchase over as much of the untenanted land of the estate as was necessary to relieve congestion on that particular estate.[22] Unlike the situation in the CDB, untenanted land acquired in this manner could only be used for the relief of congestion on the estate in which it was situated.

The scope of the proposed legislation having been established, the report turned its attention towards the most complex of the problems awaiting its consideration; the

financial basis of future sales. How to devise a measure that was acceptable to all parties in the transaction was a delicate problem that had never been definitively settled. Until 1903, the terms on offer were not sufficiently attractive to induce either the landlords or the tenants into a widespread transferral of ownership, and while the Wyndham act had, at its passing, seemed poised to complete land purchase, it was realised within a few years that doing so would be at an enormous cost to the state. Its replacement, or amendment, the 1909 act, solved this problem, but only by shifting the burden of loss to the landlords who were unwilling or unable to shoulder it.

The committee considered a number of different suggestions for a suitable compromise. One was that the landlords should be paid in cash provided by the government, with the tenants' annuities being fixed at 4.75%. Since the tenants' interest payments of 4.5% were below the market rate of 5%, this scheme resembled the 1903 act in that the government was lending money cheaper than it could borrow it. As interest rates would rise, which seemed a distinct possibility at the time, then the loss to the government would rise in proportion. Another idea was that the landlords should be given their purchase money half in cash and half in 3.25% stock, with the bonus being discarded. The advantages of this plan were that the purchasers' annuities would remain at 3.5%, while the vendors would have sufficient cash to pay their debtors without selling their stock at deflated prices. This option of payment in cash and stock

had been offered, in return for priority treatment, to landlords in pending cases in 1909, as it necessitated the creation of less excess stock than was the case under the original agreements. It was, nevertheless, considerably more expensive than the standard terms offered in new cases in 1909, and it was very unlikely that the government would agree to its adoption.[23]

The proposal that was recommended in the report was that payment should be made to the vendors in 5% land stock, with cash bonuses, and that the purchasers should pay annuities at 5.25% of the price. 5% was the cheapest rate at which the government could borrow at the time, and, so long as that stayed the case, there would be no loss, excepting the payment of the bonus, to any of the parties in the transaction. If interest rates rose, then the 5% stock would, like the stock issued before it, tend to depreciate, and the landlords would have to suffer the loss if they tried to sell the stock they held, while raising the cash necessary for the bonus would become more expensive for the government. The sinking fund portion of the annuity was to be reduced to just 0.25%, but because of the high rate of interest of the stock, that would be enough to amortise the debt in 62 years. This period of repayment would remain fixed since the sinking fund payments were to be invested in 5% stock. This would be done by redeeming, as Sir Henry Doran had suggested, enough stock held by the vendors, and chosen by lot, to absorb each year's sinking fund payments. Since the vendors had the prospect of getting the full value of their stock in cash, it

was hoped that this policy would help in minimising its depreciation.[24]

In theory, the process of setting the purchase price of a holding and the amount of the annuity was a straightforward one. The purchaser's annuity would first be fixed at a certain level, usually at some percentage reduction of rent; this annuity would be used to calculate the purchase price, then the vendor's annual income, and finally the amount of bonus deemed necessary to bring this income to a sufficient level. If a tenant purchaser with a rental worth £100 per annum, was given a reduction of 21.3%, which was the average reduction given to the most numerous category of purchasers under the 1903 act, he would be left with an annuity of £78-14-0. Under the proposed scheme, £78-14-0 would be 5.25% of the purchase price for this holding. This would leave the purchase price at £1,499 or at, roughly, 15 years' purchase of the rent. The vendor would receive this amount in 5% stock, yielding an annual interest payment of £75, or 75% of his former income.[25] This of course did not include any bonus, which could be used to boost the vendor's income. In practice, of course, things worked in a circular manner. All sides were well aware of how the system operated, and the amount decided upon for the annuity was implicitly influenced by the purchase price it would produce, and the bonus it would involve.

At its first meeting the committee had immediately recognised one very important fact.

> The basis of sale, as between landlord and tenant, must inevitably be conditioned by the fact that the purchaser's annuity must be less than his present

rent.[26]

Substantial reductions between rent and annuity had been the practice under previous legislation, and to have expected new tenant purchasers to have foregone this unofficial `bonus' would have been inviting unrest and agitation. This realisation was central to the committee's deliberations, though not, of course, to the point of seeing the landlords impoverished.

Under previous legislation, landlords and tenants settled the level of annuities themselves; subject to the approval of the CDB or the Estates Commissioners, who sought to minimise the differences between the prices set for similar holdings. This was a time-consuming method which, it was feared, would be unsuited to the situation that was about to arise. Many of the holdings remaining unsold by 1917 were in that position, precisely because agreement could not be reached on a price. If the question of ownership was to be taken out of the hands of landlords and tenants, then, logically, the next step was to do likewise with the question of price.

> We are of opinion that the proposed automatic transfer of all tenanted land on the appointed day necessitates the adoption of an automatic method, which is explained below, of fixing, first, the annuities payable by all tenant purchasers whose holdings are vested in them without alteration by the Congested Districts Board or the Estates Commissioners,[27] and secondly, the purchase money of all tenanted land.

When the committee turned towards the problem of finding this suitable `automatic method', it was fortunate enough to have before it a solution that was immediately obvious and readily applicable, though, inevitably, not without some

qualifications. When the Land Court was set up as part of the Land Commission in 1881, it began straight away to fulfil its role as arbitrator in rent disputes between landlords and tenants, and, almost without exception, it gave the tenants significant reductions in their rents. The rents that it set, known as judicial rents, were legally binding on both sides and were to last for a minimum of 15 years. Thus, those set before 14 August 1896 were known as `first term' rents, those between that date and 14 August 1911 as `second term' rents, and those set since the latter date as `third term' rents. Second and third term rents were those set within the respective dates, regardless of whether or not the Land Court had previously fixed a rent for that holding.

> We are of opinion that, in the case of judicial rents, the best automatic basis is to fix the tenant purchaser's annuity at the same proportion of his existing rent as the annuities of previous tenant purchasers of the same class formed of their rents.[28]

The primary purpose of this recommendation was that each new tenant purchaser should pay, as close as possible, the same annuity that a neighbouring purchaser with a similar holding would have paid under the terms of the Wyndham act. To this end, calculations were to be made county by county rather than for the country as a whole. In fact, smaller areas, such as baronies or poor law unions, would have been used but for the difficulty in obtaining the appropriate tables of statistics and, more importantly, because average figures could only be fair to both sides if they were based on large numbers of transactions. It was for this reason, also, that it was with sales agreed under the 1903 act, and

not the 1909 act, that comparisons were to be made.[29]

Initially, the committee had felt that it would not be feasible to differentiate between the various categories of judicial rent, or even between judicial and non-judicial rents.[30] However, it was realised that such diverse rents were not really comparable, and that the application of a single percentage reduction across the board would upset the delicate balance arrived at. To avoid this, four different `classes' of rent were to be used for determining purchase annuities. Tenants who were paying first term rents were to pay as annuities, proportions of rent that were similar to those paid by others who had had first term rents immediately prior to purchasing. These percentages ranged from 66.3 in Clare and Kerry to 74.5 in Kildare. While the number of tenants still paying first term rents was not thought to be very large, the same was not true of holders of second term rents who were believed to constitute the bulk of the unpurchased tenants. Here, the percentages payable averaged 78.7 over the country, varying from 74.5 in Cork and Clare to 83.6 in Londonderry.[31] Clare landlords had previously managed better than most to avoid large reductions in rent, and had seen a relatively small amount of land sold to the tenants. As a consequence, the reductions from rent to annuity, when they eventually took place there, would be generally greater than was usual elsewhere.[32]

Complications arose when the cases of those tenants who held third term rents were considered. In the six years from 1 April 1911, 14,682 tenants had had third term rents fixed

for their holdings, receiving an average reduction from their old rents of 12.6%. Since very few of those tenants would, in the meantime, have had the opportunity of converting those rents into annuities, the only figures available with which to calculate the appropriate reductions upon purchasing were those used for second term rent holders. However, to have applied these percentage reductions to third term rents, would, on average, have left third term holders paying annuities of just 68.8% of their old pre 1911 rents. While it was accepted that the gains obtained by those tenants since 1911 could not be ignored completely, the committee felt that this reduction was excessive. After much deliberation and calculation, a compromise was arrived at, whereby the tenant who held a third term rent would receive two-thirds of the percentage reduction that his neighbours with second term rents would receive from their rents, upon becoming purchasers. This would mean that such a tenant would pay, on average, three-quarters of his pre 1911 rent as against 78.7% for second term rent holders.[33]

This compromise proposal itself needed modification. The reductions given to third term rent holders by the Land Court had varied considerably, and many were well below the average mark of 12.6% considered by the committee. Thus, there was a real danger that not only would the advantages obtained by third term rent holders be ignored, but that they would be left worse off under the terms of this proposal than if their rent had not been revised since 1911. A Cork or Clare tenant who had received a reduction of less than 10.2%

between his second and third term rents would be in just such a position. This, the committee rightly felt, would have been both unfair and unworkable.

> The annuity to be paid by a tenant purchaser whose rent has been revised since 1911 should in no case be greater than that payable by a tenant purchaser whose rent had not been revised since 1911 (though it had been revised since 1896) and whose rent was equal to that payable before 1911 by a tenant purchaser who had obtained a subsequent revision. This provision will safeguard a purchaser, who has had his rent revised since 1911, from paying a larger annuity than he would have had to pay had his rent not been so revised.[34]

This proviso was designed to ensure that no tenant purchaser would inadvertently be penalised for having had his rent fixed by the Land Court since 1911, and certainly those who had previously held second term rents couldn't lose. Their annuities were to be calculated by two different methods; firstly, under the proposals outlined for third term rent holders, and, secondly, as if they had simply kept their second term rents. Whichever of these methods produced the lowest annuity for a particular tenant was the one that would be used.

Not quite so clearcut, however, and not discussed by the committee, were the cases of third term rent holders whose previous rents had been first term rather, than second term. A Kerry tenant with a first term rent was entitled to a 33.7% reduction from rent to annuity, whereas a second term rent holder in the same county would receive only a 23.9% reduction, and it was on the basis of these second term reductions that calculations were to be made for the second method. Alternatively, under the proposals worked out for third term rent holders, such a tenant would need to have

received a reduction of 21.1% from his first to his third term rent, in order to achieve the final reduction of 33.7% that he would have got from his first term rent if he had never had it subsequently revised. As 21.1% was considerably above the average reduction of 12.6%, it was likely that, despite the best intentions of the committee, many tenants in Kerry, and elsewhere, would have been better off if they had not converted their first term rents to third term rents.

The fourth category of rent to be considered was that of non-judicial rents. By offering timely and adequate concessions to their tenants, some landlords had avoided being brought to the Land Court altogether, which meant that some other method of fixing annuities had to be found for the holdings on their property. While tables for each county of the percentage reductions granted to holders of non-judicial rents upon becoming purchasers under the 1903 act were available, the enormous variations in each county made it impracticable for them to be used. Instead, the committee recommended that the Land Court be instructed to fix, before the appointed day, judicial rents for all holdings without one, and that these judicial rents would subsequently be treated as third term rents. Reductions in rent, previously given by the landlord, were to be taken into account when the rent was being fixed, and it was made quite clear that these new rents were to be used only as a basis for calculating the purchase annuity and that the tenant would continue to pay the old rent until the appointed day.[35] At one point, it was suggested that the new judicial rent should not be made known

until the appointed day `to avoid friction', but such secrecy would have been difficult to enforce and would, in all probability, have created as many problems as it would have solved, and the idea was wisely dropped.[36]

The only annuities left to be fixed were those of holdings which had been enlarged, or in some way altered, by the Estates Commissioners or the CDB. In a sense, these were brand new holdings which therefore required new rents. Thus, the tenants were to pay as annuities, 5.25% of whatever the relevant authorities considered to be the fair prices for these new holdings.[37]

Whatever the method used in fixing the annuity for a holding, and whatever the figure finally arrived at, the annuity, when fixed, would be equal to 5.25% of the purchase price of that holding, or, put another way, the purchase price was approximately nineteen times the annuity. This purchase price, which would vary from 12.6 years' rent for a first term rental in Clare or Kerry, to a possible 17 years' rent for a third term rental in Londonderry, was to be paid in 5% stock at face value. As there was a danger that such stock could be slightly depreciated, the committee recommended that all state charges, such as death duties or quit rents, should be redeemable by the transfer of the appropriate amount of stock at face value.[38] This was a significantly watered down version of Sir Henry Doran's suggestion that all debts, whether state charges or bank mortgages, should be dealt with in this manner. This suggestion was considered by the committee, but was rejected

as being unlikely to get through parliament and as being unfair to the chargeants.[39] These were rather weak excuses and it is worth remembering that the membership of the committee included a bank director and land agent, a solicitor, and a shopkeeper, which were all professions where it was not uncommon for some form of credit to be extended to the farming community.

In other respects, the committee was not without sympathy for the landlords, and the income received from the new automatic process of fixing the purchase price was considered by it to be inadequate. Although it was realised that a proportion of the landlord's rent income was generally lost in the costs of collection and through bad debts, proposed figures such as the 66.1% due to landlords in Kerry and Clare of their old gross first term rents were unacceptable.[40] What exactly was to be done about this was not so easy to resolve.

When the report came before the convention in January 1918, George Stewart proposed an amendment to the effect that the landlords be paid in 5% stock, not at face value, but at 95%; which was the price at which 5% war bonds were being issued by the government at the time. This proposal would have given the landlords a slightly greater annual income and would have protected them, to a limited degree, from loss on the sale of their stock. As the tenants would have been unaffected by this proposal, Fitzgibbon supported the amendment, though for different reasons than Stewart. Since the proposals depended on the implementation of home rule, he

was prepared to pay a high price, or, to be precise, to have the state pay a high price, to win the support of the landlords. In making the point about everything being dependent on home rule, Fitzgibbon was, of course, merely repeating the point made in the report itself. Nonetheless, his comment struck a jarring note, and Lord McDonnell replied curtly that be believed the landlords `to be animated by higher principles than this.'[41]

McDonnell argued strongly against the amendment as it would have necessitated the creation by the state of excess stock to the extent of over £5 for every £100 created. This would have gone directly against one of the main principles of the proposals, and doubt was expressed as to whether it would be acceptable to the Treasury. Despite much debate, no agreement could be reached. Yet, many of the delegates were unwilling to see such a potentially divisive issue decided by a majority vote, and eventually the amendment was referred back to the committee with the following resolution.

> That as the Convention is desirous of a compromise being arrived at on this matter, the amendment be referred back to the Sub-Committee with the request that an effort be made to find such a compromise as would place the landlords in a slightly better position than that given them in the report of the Land Purchase Sub-Committee.[42]

A compromise was indeed arrived at by the committee, but only by approaching the matter from a different angle altogether. The stock was to be distributed at face value, but the landlords were to be put in a `better position' by increases in their bonuses. Doran's proposal that the bonus should be removed was never seriously entertained by the

committee, but it was not so easy to agree on the appropriate rate to be used. At the first meeting of the committee, it was suggested that since the average rate of bonus given in the 1909 act was 10% of the purchase price, a similar proportion should be allowed for in future sales with the rates ranging from 8-12%.[43]

Stewart objected to this and, instead, proposed that the same scale be used as was used in the 1909 act, where the rate of bonus received by the landlord was inversely proportional to the number of years' purchase obtained. Use of a 5.25% annuity, as opposed to a 3.5% annuity, gave a much lower number of years' purchase, though not necessarily a lower annual income, so that the application of the same criteria in these different circumstances would have been unrealistic. Since under the terms of the 1909 act, the top rate of bonus was paid whenever the number of years' purchase was less than 18, Stewart's suggestion would have meant that in all future sales, where the number of years' purchase would never rise above 17, the landlords would receive a bonus of 18% of the purchase price. Apart from being very expensive for the government, this proposal made no allowance for the differences in the prices to be received by the vendors; the same treatment was to be given to landlords with first term rentals in Clare as to those with third term rentals in Londonderry. Not surprisingly, the proposal was dropped.[44]

When the report was first presented to the convention, a new scale was introduced. The top rate of 18% would go only

to those vendors who received 13.5 years' purchase, or less, for a holding, and the rate was reduced for every additional half year's purchase received. As no landlord would receive more than 17 years' purchase, the minimum rate of bonus that would apply was 4%. The effect of this scale was that 18% would be given to landlords with first term rentals in only 18 counties, and to no vendors of second or third term holdings, while the minimum rate would be received by the landlords of third term holdings in 8 counties. The average bonus would be 12%, which was the rate given across the board in the Wyndham act.[45] This scale was unacceptable to the three unionist members of the committee, who, in a reservation at the end of the report, declared themselves dissatisfied with the amounts received by the landlords under the proposals. As well as calling for the payment of stock at 95%, the reservation contained an alternative scale of bonus which would have allowed those receiving 14 years' purchase, or under, to claim the top rate of bonus, and which would have generally increased by 2% the bonus payable to the vendor.[46]

In fact, the compromise, which the committee was instructed to find by the convention, involved the adoption of a scale of bonus that was even more generous than that put forward by the unionist members. Any vendor receiving fewer than 14.5 years' purchase for a holding would be entitled to a bonus of 18%, every vendor with over 14.5 years' purchase would receive an additional 4%, the average bonus would be brought to 15%, and no landlord would now get less than 8%.[47]

All landlords with first term rentals would be on the top rate of bonus, no matter where they were situated, and there were 7 counties where vendors of second term holdings would also qualify for the 18% bonus. In terms of pounds, shillings and pence, this alteration in scale would have most effect for those landlords with third term rentals in Londonderry, who would receive an extra £3-8s annually, while, on the other hand, those who had already been on the top rate of bonus derived no benefit from the change.[48]

This automatic method of determining the purchase price of a holding could not, of course, be applied to untenanted land, as there were no annuities to fix. Within the area of the CDB, where all untenanted land was to be acquired, the Board, after inspecting a property, was to make an offer to the owner, outlining it's estimate as to the annual value of the land and the proposed purchase price. If this offer proved unacceptable to the vendor then the matter was to be decided by an appeal to the Judicial Commissioner of the Land Commission, who would fix a price that was fair to both the owner and the CDB.[49]

In the rest of the country, voluntary sales of untenanted land could take place if the owner could agree on a price with the Estates Commissioners, while in the limited number of new compulsory cases, the Judicial Commissioner would, in the absence of agreement between the vendor and the Estates Commissioners, again fix a price that was fair to both parties in the transaction. In his address to the convention on the presentation of the report, McDonnell paid

special tribute to the three landlords' representatives, as he termed them, for accepting this criterion of fairness to both sides, rather than fixing the price at the market value. The bonus payable to vendors of untenanted land would be on the same scale as for tenanted land, with the number of years' purchase being calculated by dividing the purchase price by the annual value of the land to the vendor, as estimated by the relevant authorities.[50]

The report then stated firmly that the bonus should be regarded as an Imperial obligation as it was completing a job already begun by the Imperial government. The committee roughly estimated the annual cost of the bonus to be 0.8% of the amount to be advanced, which contrasted favourably with the annual cost for bonus and excess stock of 1% for those cases completed under the 1903 and 1909 acts, and with the figure of 2.5% for pending cases. Such obvious economy, it was hoped, would entice the government into accepting this limited liability. Also to be accepted were the administrative costs of the Land Commission and the CDB, as far as the land purchase side of its operations was concerned, as well as the non-recoverable costs of improvements and of the settlement of untenanted land. On the latter, the Estates Commissioners had lost just £360,000 between 1903 and 1917, less than 0.5% of the total advanced during that period. These sums were to be paid out of Irish funds, but were ultimately to be treated as part of Ireland's contribution to Imperial expenditure.[51] Lloyd George's comment about Irishmen having `a knack of being wonderfully

unanimous' on making demands from the Treasury had been more than just parliamentary humour.[52]

The adoption of an automatic method of fixing the annuity and purchase price of a holding, meant that the discretionary powers held by the Estates Commissioners and the CDB would be greatly reduced, so that the committee saw no reason why either institution should remain a reserved service. The Judicial Commissioner, however, who would be entrusted with, among other things, the determining of the purchase price of untenanted land, would remain an appointee of the Imperial government.[53]

When the report was presented to the convention in January 1918, Sir John Mahaffey, Provost of Trinity College, moved an amendment which sought to ensure that the valuable sporting and fishing rights in the country, previously held by landlords, would not be destroyed by piecemeal distribution to the tenants. Instead, he suggested that some form of mechanism to establish collective ownership of these rights be devised and enacted. The paragraph inserted by the Committee, in lieu of the Provost's proposal, generally supported these aims, but did so in language that was uncharacteristically vague and ambiguous, and which would have been of little use to a parliamentary draftsman.[55] When the report came before the convention again in March 1918, Thomas Lundon, of the Land and Labour Association, tried to have the sporting rights of previously untenanted land, which the report had clearly stated should be retained by the vendor, allocated to the new tenants, but his amendment was

rejected.[55]

The final question to be considered by the committee was that of a perpetual rent charge. This idea, which had been mooted on occasions previously, involved the imposition of an annual rent to the state, in perpetuity, on all land which came under the operations of land purchase legislation. However, whatever its merits, it could not be applied retrospectively and so was dismissed by the committee. It was not prepared to place on those tenants yet to purchase, an additional burden which their neighbours would remain free of.[56]

When the revised report came before the convention on 22 March 1918, it faced just two amendments. After these had been dealt with, the motion to adopt the report as part of the findings of the convention was unanimously passed, one of only two clauses to be accepted in this manner. The report of the convention itself was presented to the government the following month, but was immediately forgotten in the conscription crisis which erupted at this time. Bishop O'Donnell of Raphoe had declared, at one stage, that the report of the sub-committee on land purchase in itself made the work of the convention worthwhile. In time, this remark would prove to be more prophetic than the Bishop himself probably realised.[57]

CHAPTER THREE

Land purchase, 1919-21:

The land policies of Dail Eireann

The purpose of the Irish convention was to agree on a suitable framework for the government of Ireland, and Lloyd-George had promised to adopt any proposals on which 'substantial agreement' could be reached.[1] While the convention had, of course, failed almost completely in this regard, it did manage to reach agreement on the action that was necessary for the completion of land purchase and the closing of a festering wound in Irish rural society. However, it was to be another two years before the government showed any real signs of taking such action.

There were a number of reasons why the delay was so great. 1918 was the year of the last great German offensive on the Western Front, of the Allied counter-offensive and the Armistice; 1919 saw the Versailles Conference and the return of thousands of ex-soldiers looking for work. In Ireland, these same years were marked by the conscription crisis, the spectacular triumph of Sinn Fein in the general election, the first sittings of the defiant Dail and the start of the War of Independence. Little wonder that land purchase was not exactly at the top of the cabinet's list of priorities! Furthermore, while it had pledged itself in advance to give legislative effect to any agreed solution worked out by the

land purchase sub-committee, the government was absolved, partially at least, from this responsibility by the terms of the committee's report itself. The committee members had, after all, explicitly stated at the top of the report that their recommendations could be taken as agreed, if, and only if, they were to form `part of a large scheme for re-casting the framework of government in Ireland.'[2] Such a scheme was attempted with the Government of Ireland act in 1920 and with this, a land bill was drawn up.

The 1920 land bill was, in its main provisions, a faithful copy of the report of the convention's land purchase sub-committee. Compulsory purchase of all untenanted land in congested districts and of all tenanted land in the country, the fixing of annuities and purchase prices on an automatic basis, and the terms offered to purchasers and vendors, were all as proposed at the convention. One additional measure, aimed at encouraging voluntary agreements, was the increase of 1% on the bonus, if the compulsory purchase mechanism was avoided.[3] This was hardly likely to affect significant numbers, especially since the purchaser was not offered any corresponding incentive to make haste; save possibly that of priority treatment, and it is doubtful if many foresaw just how valuable such priority could have been. Still, it seemed as if the decision of Horace Plunkett to set up a land purchase sub-committee was to be vindicated, and the efforts of the committee members rewarded. But it was not to be. Although the bill was given a second reading in the house of lords, though not in the house of commoms, it never received

the final sanction of the cabinet, and was allowed to lapse, leaving the issue of land purchase once more in abeyance.[4]

A possible reason for this may lie in the conditions prevailing at the time. In the second half of 1920, large parts of the country were in a distinctly unsettled state, and in some areas the disturbances had at least as much to do with agrarian agitation as with the purely political struggle. In such a situation, it would have been impossible to implement any large scale plan for the completion of land purchase and it would have been foolish even to try. It would have been even greater folly to have passed a land act that was immediately and indefinitely postponed. The frustration of tenants, whose hopes would be raised and then dashed, combined with that of landless men who would realise that no legislation would fulfil their expectations, would have had fatal consequences; probably literally so for many landlords, land agents and graziers. Whether or not the government had these considerations in mind, its decision to drop land purchase was, at that moment, a wise one.

In its most recent incarnation, agrarian agitation had begun in 1918 in the south and west of the country. During the war, the government had imposed strict regulations requiring that a certain percentage of a holding or demesne be placed under tillage. Nevertheless, there still remained large, and sometimes very large, uncultivated grazing `ranches', which were to be found mostly in Clare, east Connaught, and north Leinster. While farmers were amply compensated for these irksome regulations by the high

war-time prices that they received for their produce, these same high prices brought only hardship for those without land.[5] J.J. Lee stated that from the turn of the century, use of the potato spray, `the most effective prophylactic against social revolution in modern Ireland, took the potato out of politics.'[6] Unfortunately, the spray was of little use on untilled soil, as a prophylactic against social revolution, potato blight, or anything else.

The combination of high food prices and vast areas of grazing land at their doorsteps, proved too much for many landless men, and very quickly, in the Spring of 1918, such land was simply taken over. The process usually began with the grazier's stock, generally cattle but sometimes sheep, been driven off the land. Sometimes they were driven on to another part of their owner's holding, but, on occasion, they were simply let loose on to the roads. The land thus cleared would then be fenced off and divided into suitable plots, ready for cultivation. At first, Sinn Fein and the Volunteers were strongly behind this movement, deciding in the words of one prominent young republican to `cash in' on the unrest. Soon though, republican support cooled as they found themselves in opposition to many wealthy and influential Sinn Fein supporters who had interests in ranching.[7] At any rate, effective action by the authorities quelled the unrest and eased Sinn Fein out of its dilemma, temporarily at least.

This was to be a pattern that was to be more or less repeated over the next few years. This form of agitation was

essentially seasonal in nature, beginning in December or January and building in intensity until May, when it tapered off again. It was intended to intimidate landowners and graziers and to disrupt the annual round of auctions and lettings of land under the eleven months system. The eleven months system, under which many ranches were held, was a well established means of evading the provisions of the various land acts and, according to such legislation, land leased in this way was still regarded as untenanted. Once the land had been leased out by the beginning of May and the tillage season had started, the focus of the agitation was removed and a relative calm ensued.

Robert Barton was the first Dail's Director of Agricultre, a term that was used for a while to denote non-cabinet ministers, but after 1919, he spent much of his time in prison and a replacement was needed. Art O'Connor, a Kildare TD with a penchant for flamboyant rhetoric, was appointed Substitute Director of Agriculture. In 1921, O'Connor recalled how the `land war' of 1920 had been `no ordinary outbreak', but how it had `broke out with a virulence and a presage of danger which made the worst of previous years seem positively tame.'

> Only in the west, in Clare and parts of Kerry was the land war producing such a storm as would ultimately rouse the Dail from its lethargy like an angry mother to punish an unruly child. The majority of the people, though they drank deeply of the draught of freedom, kept their heads, but in the west they were hungry - hungry for land - and easily intoxicated with the wine which they drank to the dregs, they confused licence with liberty, they knew the British forces were powerless to restrain them, they hoped and perhaps thought that their own Government would condone a confiscation to right a confiscation of other days; that even if it objected, it too would be powerless to

touch them till they had gained their ends.[8]

Not only were the disturbances associated with this land hunger more severe in 1920 than for a long time previously, but they were also less discriminating in the objects of their agitation. Small holdings as well as large ranches were now subjected to assault and intimidation, as old disputes were revived and scores settled. Most troublesome of all were the claims of `evicted tenants'. An evicted tenant was anybody who had been evicted from a holding, or more generally, had an ancestor who was once evicted, for any reason whatsoever, whether justified or not. Some evicted tenants, or their families, had indeed been arbitrarily dispossessed in times when the powers of the landlord were less circumscribed than they would be in later years, and some of the `genuine cases' had remained landless, seeking employment as labourers or herdsmen. These cases cast a cloak of respectability over those evicted tenants who were themselves farmers, shopkeepers or otherwise well off.[9]

Legislation to deal with genuine cases had been enacted in 1907, but had made little inroads into the problem. Since most of the holdings from which they had been evicted would eventually have been taken up by others, the claims of evicted tenants would obviously clash with the interests of the present incumbents, many of whom would, by then, have been paying purchase annuities. Eventually, the Dail was forced to take action, and on 29 June 1920, a decree was passed disallowing all `frivilous' claims of evicted tenants to lands worked by their occupiers; though ranches were not

to receive the same protection. Significantly, a clause that promised, once military victory had been achieved, `to do justice and equity to all those who have suffered wrong in the past through the power and operation of England's unjust laws', was dropped at the suggestion of Arthur Griffith. From then until the end of the year, Dail Courts ruled out 43 claims involving over 1,800 acres under this decree.[10]

Sinn Fein Arbitration Courts and Dail Courts have been dealt with by other historians, most notably by David Fitzpatrick in his Politics and Irish Life, 1913-1921, which analyses the social forces behind agrarian agitation, and is essential reading for anyone wishing to understand rural Ireland in this period. However, these courts did not form the entirety of the Dail's attempt to cope with land hunger; which they regarded as potentially deadly to their cause. Much of the work undertaken by these courts was curative by nature but other, preventative efforts were also being made.

As early as 4 April 1919, Alex MacCabe proposed a motion pledging the Dail to a `fair and full redistribution of the vacant lands and ranches of Ireland among the uneconomic holders and landless men.' Despite being seconded by Countess Markievicz, the motion was withdrawn, and a committee, headed by Barton, and including such figures as Lawrence Ginnell, Domhnall O Buachalla, Eamonn Duggan and Joe McGrath, was set up to formulate an appropriate land policy.[11] When this matter was discussed again on 18 June, Joseph McBride suggested that an Agricultural Bank be set up to help settle on the land `the young men of the country.'

The idea was accepted and Griffith moved a ministerial motion to that effect.

> The provision of land for the agricultural population now deprived thereof is decreed and a Loan Fund under the authority of Dail may be established to aid this purpose.[12]

When the report of the Agriculture and Land Mortgage Bank committees on the setting up of an Agricultural Loan Bank came before the Dail on 20 August, a lively debate on its proposals ensued. Some TDs felt that the Bank should be allowed to advance the full purchase price, instead of requiring a deposit of 25%, but others, such as Sean Etchingham, who was a member of the committee set up the previous April, pointed out that the Joint Stock Banks advanced only 50% of the purchase money as well as demanding collateral security. His criticism concerned the provision of £200,000 as guarantee stock, which he considered to be inadequate.[13] By 27 October, the arrangements for the Bank had still not been finalised, and many of the TDs were getting restless. There were warnings of graziers buying up land and entrenching their positions. Daithi Ceannt suggested that precedents should be set by dealing with the most urgent cases, while Cathal Brugha urged that money should be used for land purchase as it became available. However, Duggan and Griffith, displaying a greater understanding of mercantile operations, warned that the entire project would be a failure if a substantial capital base was not in place before it began trading.[14]

Eventually, by the end of 1919, Barton, who ironically would later in life head the Agricultural Credit Corporation

for over 20 years, managed to set up the Land Bank, or the National Land Bank as it was also known from that time, and operations began immediately.[15] By 29 June 1920, the same day that claims by evicted tenants were forbidden, Michael Collins, acting in his capacity as Minister for Finance, secured the permission of the Dail to spend £25,000 on establishing six branches of the bank in provincial areas.[16] As the bank was the creation of the Dail, it naturally avoided contact with the Land Commission, which had, as its head, the Judicial Commissioner; who was always a senior member of the judiciary. Instead, it operated through local co-operative societies which were formed for that purpose. These societies purchased land from the owner, and the Land Bank provided the mortgage. By the end of 1920, the bank had advanced almost £180,000 for the purchase of 6,882 acres, with further commitments of £95,600 for over 4,000 acres.[17] Impressive as these figures were in the circumstances, such success brought its own problems and O'Connor was rapidly learning the realities of land purchase finance.

> It is clear that during the past year a very serious attempt was made by a large number of people to become owners of land on a cash basis. It is also clear that the Bank will not be able to continue financing intending purchasers at the present rate of application unless some drastic measures are taken to augment its resources or unless the acquisition of land is done through a Joint Stock Bank or ceases altogether on a cash basis.[18]

O'Connor was bitterly critical of those who were quick to seek loans from the bank, but ignored it completely when making deposits. In spite of these difficulties, by August 1921, the bank had financed the purchase of 15,750 acres by

40 societies, and by the end of the year, the bank had nine branches, five of them in Munster, over £400,000 in subscribed capital, and net profits for the second half of 1921 of almost £5,000.[19] However, such achievements were sowing the seeds of future problems, mostly caused by the high prices paid by the societies in their eagerness to acquire land. In 1923, Ernest Blythe reflected that it was just as well that no more advances had been issued by the bank.

> At that time, these people were willing to pay anything for land. The Land Bank was continually refusing to finance transactions because the people concerned were willing to pay a far greater price than the Bank thought they ought to pay.[20]

However, Blythe accepted that the bank had served a valuable purpose at the time, and that, as the Dail's creation, the Free State government had to accept responsibility for it. Mortgages provided by the bank for co-operative societies were to be repaid at 7% for seven years, 6% for ten years, and 5% for thirteen years. These rates were crippling for most societies, so the government made special provision for them in the 1923 land act.[21] The Land Commission bought the land, paid off the mortgage, and resold the land to the society members at 4.75%. While it could thus be said that the Land Bank was nothing more than an ambitious experiment that ultimately proved unsuccessful, this should not detract from the vital role it played, from 1919-21, in minimising agrarian unrest.

As the Land Bank was being established in 1919, a formal Dail land policy was also being worked out, and while no

comprehensive statement of the aims or proposed methods of the Land Acquisition Scheme, or Land Scheme, remains extant, its principles can easily be deduced from the various speeches of O'Connor.

> Under the British Land Purchase Act the dominant idea was to fix the occupying tenant on the land. Under this scheme the dominant idea was to fix the non-occupyiny people on untenanted land.[22]

Speaking to a conference in Co Galway, on 20 May 1920, which had been called to consider ways of calming the agrarian unrest, O'Connor continued this speech by outlining the categories of people who could expect to benefit from the Dail land policy; namely, the uneconomic holders, the landless and, most fanciful of all, `the small tradesmen living in a rural area, with knowledge of agricultural operations, whose trade or business does not provide him with sufficient means for a decent livelihood.'[23] This was a wildly unrealistic ambition which O'Connor never seriously attempted to fulfil, but the same rhetorical excesses were in evidence when he summed up the conclusions of a conference on 29 May, attended by Western TDs, local Sinn Fein representatives and IRA Commandants, as well as by Cathal Brugha and Griffith.

> The land question must be tackled by us not in any half-hearted dilettante manner, but with a desire to solve it where so many others have signally failed - - - and we should be worse than fools if we let the opportunity pass of righting the wrongs of ages.[24]

This contrasts sharply with the sober, and even sombre, tone adopted when addressing the Dail a month later on 26 June. He warned that then was not a good time for purchasing land as land values were unstable and, in many cases, grossly

inflated. If the market in land slumped, then those with heavy interest charges would `be very hard pressed if they do not go smash.' As the experience of the Land Bank and the co-operative societies would later prove, this was no idle warning. O'Connor's apparent disillusionment then reached a new level as he, almost wistfully, rebuked those who were hungry for immediate ownership for land; a highly dangerous step for anyone in public life to take.

> If more people would be satisfied with the <u>use</u> of land under short term lease with purchase option at the end of say 15 years instead of madly craving for ownership at any cost the solution of the Land Problem would be easier a hundred fold and the financial safety of the new land holders would be more secure.[25]

The key to reconciling the apparent contradictions in O'Connor's public utterances would appear to lie in considering his audience on any given occasion, and, by this time, the Dail was becoming very nervous about its lack of control over the agrarian unrest in the west. It was just three days later that it moved to quell this unrest.

O'Connor's doubts about the wisdom of energetically pursuing a policy of land purchase seem to have quickly disappeared, as in the Summer of 1920 he threw himself into the task of setting up the Land Settlement Commission. This was very much his own project, and it needed time to develop, so that for a while, Kevin O'Shiel, who had been appointed Special Commissioner and was the man responsible for translating policy into actual judgements, continued to operate largely on the basis of common sense and his own legal training.[26]

As the Land Settlement Commission became established

however, it gave increased credibility and legality to the Dail's efforts. In the seven months from 1 May to 31 December 1921, it was calculated that claims involving almost 50,000 acres were dealt with by the courts and the Commission, though this figure fell to 13,500 acres for the following six months.[27] By August of 1921, O'Connor, in submitting the estimates for the Commission, could list on its payroll, two full-time and one occasional Commissioner, a clerk, a typist, and a registrar who was in prison and so receiving just two-thirds of his salary. While it is not known how successfully the principle was applied in practice, O'Connor's hope was that the Commission would co-ordinate its efforts in land distribution with those of the Land Bank.[28]

One of the stated aims of the Dail's land policy was the prevention of emigration, by providing landless men with enough land to survive on. The prevention of emigration was a recurring concern of the Dail in the period 1919-21, for reasons that were simplistically outlined by Griffith in August 1919. Fearing that the British government would encourage emigration in order to reduce `the preponderance of young men' in the country, and thus weaken the power base of the IRA, the Dail was determined to meet the challenge.[29] Initially, the Land Bank and the Land Acquisition Scheme were the chosen weapons in this particular battle, but gradually the realisation grew that this preponderance of young men could, in certain areas, pose a more serious threat to the Dail than to the British government.

> In Ireland we have the land which could at least support unemployed and save them from being a burden on

the community and a menace to the State.[30]

As the Dail's experience of the land problem grew, it came to realise that its attempts to deal with agrarian unrest were just as likely to explode in its face, as they were to win it popular support. While its policies could not be repudiated, the enthusiasm with which they were implemented noticeably waned, and by 1921, the focus of the Dail's efforts was being quietly switched, away from the settling of landless men on their own holdings, to assuaging their needs by providing them with employment on the farms of others.

This could only be done by an extension of tillage farming, and O'Connor spent some time on deciding how best this could be effected. In January 1921, he was still hopeful that farmers could be encouraged to voluntarily increase the amount of land being cultivated, with `the equivalent of compulsion' being reserved for ranchers and for the unco-operative.[31] By March, he had drafted a memorandum on reducing unemployment, when he again appealed to the `bulwark of the Nation' to save the Republic with their ploughs. He also suggested a three point plan to pressurise graziers, that entailed the use of `moral suasion' from the local community, a boycott of stock, and the withdrawal of IRA protection from the ranch lands. Perhaps recognising the lack of potency in these sanctions, O'Connor concluded, cryptically, by claiming that, while his proposals would have little immediate effect on rural unemployment, their `ultimate effect will be very good.'[32]

These proposals of O'Connor's were never followed through, as, by this time, the IRA was fighting for its survival, but probably also because they were simply unenforceable. They were, like the rest of the Dail's efforts to deal with the land problem, well-intentioned and not without merit, but wholly unequal to the task. Given the scale of the problem, the precariousness of the Dail's existence, and the lack of resources at its disposal, this was neither surprising nor a source of criticism to those involved. At the beginning of 1922, O'Connor, who had been appointed Minister for Agriculture the previous September, was to be replaced by Patrick Hogan, as the Provisional government came into existence, and a new phase in the history of land purchase was about to begin.

CHAPTER FOUR

Transfer and takeover:

The administration of land purchase in the Free State

In January of 1922, Patrick Hogan was appointed Minister for Agriculture in both the Dail Ministry and the Provisional Government. At the time, he was just thirty one years of age and had only been a TD since the previous Summer. Born in Co. Clare, he had been a member of the Volunteers before being elected to the Dail for the Galway constituency. A solicitor by profession, it is perhaps not surprising that Hogan would direct his energies to adopting to his own needs the imposing structure of the land purchase code, rather than attempting to utilise the ad hoc measures improvised by the Dail over the previous three years.[1]

By signing the Treaty, the Irish plenipotentiaries had implicitly accepted the legitimacy of the 1920 Government of Ireland act, as it was the parliament of `Southern Ireland', as established by that act, and not the Dail, that was given formal recognition in the terms of the Treaty.[2] While the majority of the issues connected with land purchase had been left to the abortive land bill of the same year, the responsibility for the collection of annuities was allocated to the two governments on the island for their respective areas; along the principles laid down by the land purchase sub-committee of the Irish convention. However, in a radical

departure from the convention proposals, these annuities were to be retained by the respective exchequers, while the loss to the Irish Land Purchase Fund would be made good from Westminster.[3] These annuities were not to be recovered by the British through the complex system of taxation that was devised, as one historian has suggested, though the Irish governments were to be charged with the smaller, though still considerable, costs for excess stock and bonus, administration, and the collection of annuities. The relevant figures for 1920-21 for the Southern government were, a revenue from annuities of £2,649,000 and an expenditure of £1,062,300. The net figures would have left a surplus on land purchase transactions to the Southern government of over £1.5 million.[4]

It is probable that Lloyd George made this offer as part of an attempt to treat Ireland fairly and even generously; or at least to be seen to do so. As he must have realised, the constitutional positions of the new governments were unlikely to win much favour among republican circles, and it is possible that he tried to win the support of moderates by making financial concessions. It is worth remembering that debate over fiscal matters at the time of the third home rule bill, and during the meetings of the Irish convention, had been almost as intense as the debates on partition and on the status of any Irish government. Retention of the annuities by the two Irish governments would be particularly well suited to this purpose. The British would be able to help the new governments without the politically dangerous

expedient of providing direct aid; though, of course, they would be sustaining a considerable annual loss on the payment of interest to stockholders. Similarly, the Irish governments would be saved the embarrssment of making large annual payments, collected from the farming community, to Britain. The annuities were, of course, terminable, so that the indirect assisstance provided by the British, would gradually decrease, before quietly ceasing altogether.

This was a once-off offer which was not repeated, though the Stormont government took their opportunity and, from then on, kept the annuities.[5] However, the Government of Ireland act had passed into law, even if it never came into force in the 26 counties, and the legal position regarding the annuities was very unclear. Inexplicably, this powerful bargaining position was to be ignored by all Free State governments, until the accession to power of de Valera. In fact, at one stage, Hogan admitted the young Free State's `undoubted' liability for the payment of the annuities to Britain, and he promised Cosgrave that he would draft a memorandum on the subject. This memorandum, if it ever existed, would probably have explained the government's attitude on the issue, but, despite an extensive search ordered by de Valera in 1932, it could not be found.[6]

When the Treaty was signed in December 1921, it contained no reference to land purchase; either to annuities or to future sales. This omission was rectified the following month when the `Heads of working arrangements for implementing the Treaty' were agreed on 24 January. Despite

the provisions of the 1920 act, Article 42 of this document stipulated that, pending a definite arrangement for capitalisation, the Provisional government was to be responsible for the collection of annuities and their payment to the British exchequer.[7] The British government regularised this arrangement, at least as far as it was concerned, with the 'Government of Ireland, Transfer of Functions Order', in April 1922. However, the wording of one clause in particular was a source of contention.

> [The Provisional Government shall pay into the Irish Land Purchase Fund] such sums as may after the day of transfer be required to discharge the liabilities of those funds and accounts in respect of interest on stock or advances issued or made in connection with land purchase in Southern Ireland and to meet the corresponding sinking fund charges.[8]

This passage suggested that the Provisional government was to be held responsible for the payments due on excess stock and bonus, which, of course, were not covered by the purchasers' annuities. This interpretation was confirmed at a conference held in London on 9 November 1922, between the British committee on Irish affairs and a very high powered Irish delegation, which included Cosgrave, Hogan, and Kevin O'Higgins, as well as number of senior officials. Both governments denied liability for excess stock, and they agreed to leave the question over to the ultimate financial settlement that was provided for under the Treaty. Of course, payments had to be made in the meantime, and neither government was prepared to provide the necessary cash, even without any concession in principle. Despite the Irish delegation's argument that the British would be better able

to bear the strain on their resources, the question was adjourned without agreement.[9]

The issue of excess stock and bonus was closely linked, as Hogan realised, with that of pending sales, which, on 1 November 1922, involved over £6.25 million.[10] The previous March, Kevin O'Higgins had been informed in London that the British exchequer would continue to provide funds to complete pending sales `until the transfer of these services take place.' This last phrase, with its implication that such funds would no longer be available after the transfer date, caused consternation in the Cabinet, and Hogan was immediately dispatched to get in touch with O'Higgins to have the situation clarified.[11]

By December, the question had still not been finally resolved, nor had the Executive Council drawn up a firm negotiating policy, despite being urged to do so by Hogan, who as an `extern' minister of the Free State, was not a member of the Executive Council. In a detailed memorandum, he set out the issues involved, calculating that, for the 26 counties, finance for £3.9 million in cash sales, as well as £1.4 million in stock sales, would be needed to complete pending sales. This would result in annual payments of £120,000 on excess stock and bonus becoming necessary. Both tenants and landlords were entitled to demand that these sales go ahead on the terms originally agreed, as to alter them in favour of the state would necessarily leave one or both of the parties worse off. The British government were committed to seeing these sales completed, so that the

crucial question, as Hogan saw it, was whether this responsibility could be transferred to the Free State government. If it could, then logically so too could the liability for the excess stock and bonus payments due on sales already completed. As these payments totalled over £1 million annually, the matter was one of very considerable importance.[12]

Hogan argued that the situation was serious enough to warrant the suspension of negotiations with the British government until the Free State had adopted a definite stand on the issue. This would not have resulted in any slowing down in the work of the Land Commission or the CDB where, after all, most of the pending sales had already been waiting to be completed for up to fifteen years. There was enough work to fully occupy the staff for several months, so that the government would not have had to publicly admit that land purchase had ceased temporarily. In any case, much to Hogan's surprise, the British Treasury had continued to advance stock after the Free State had come into existence, despite the failure to settle the question of liability. Cosgrave was unswayed by these arguments and, in notes made on the margins of this document, expressed the opinion that it was in the best interests of the government to press for a speedy resolution of the issue.[13]

On 10 January 1923, the British government outlined their position in a letter that was sent from the Colonial office to the Free State government. The British were willing to provide the necessary stock and cash to complete

pending sales, and to assist the Free State in financing a new land purchase scheme, subject to a number of conditions. The Free State government was to accept liability for all administrative costs of land purchase, and for bonus and excess stock payments that would be due on both existing and pending agreements. All payments made by the British in this regard since 1 April 1922 were to be refunded. The Free State government was to guarantee all payments by providing Britain with `a first charge on a specific portion of their revenues, e.g. Customs.' Any new scheme of land purchase was to be subject to the approval of the British governmet, who, if they were satisfied with its terms, would guarantee the stock that would be issued by the Free State government. These proposals would have left the British holding tight guarantees on all the liabilities of the Free State government, without any cost to itself, and this letter was simply their opening position for the negotiations that would follow.[14]

Eventually, the issue was resolved at a conference attended by Cosgrave and Hogan on 12 February 1923, with the signing of the `Financial agreements between the Irish Free State government and the British government.'[15] The British undertook to provide the cash and stock that was necessary to complete pending sales, and they also accepted, almost completely, liability for the payments due each year on excess stock and bonus for both pending and completed sales. However, this was no `free gift to Ireland'. In return, the Free State agreed: to collect and hand over to the Treasury,

the full amount of annuities due: to provide a local guarantee fund, as in previous legislation, as security for these payments :to provide the central fund as the ultimate guarantee of payment: to accept responsibility for the administrative costs of the Land Commission: and to make an annual contribution in respect of excess stock and bonus of £160,000.[16]

This latter payment could be viewed as being in keeping with the proposals made at the Irish convention in 1918, which suggested that the cost of excess stock and bonus was to be treated as Imperial expenditure to which the Irish government would make an appropriate contribution. However, the convention had also proposed that the administrative costs of land purchase be similarly treated. Balancing this was the fact that control of the Land Commission and the CDB was to be transferred, without reserve, to the Free State government; although the agreement to complete pending sales without alteration removed one of the main functions that the convention had proposed should be reserved.[17]

Of course, problems surronding excess stock and pending sales were not the only issues relating to land purchase that had to be resolved, and, running parallel to these negotiations, were discussions on the completion of land purchase. Initially, when the arrangements for implementing the terms of the Treaty were being worked out in January 1922, Michael Collins, as the Irish negotiator, requested that the issue of future sales be temporarily left aside.[18] It was taken up again at the November meeting, when the Irish

delegates suggested that the British government might be willing to provide credit for any new measure, but no agreement was reached.[19] The proposals made by the British in January 1923 regarding future sales were broadly accepted by the Free State government, and were written into the financial agreement signed in February.

> The terms of any new scheme which the Free State Government may propose to enact after such consultation with landlords and tenants as they may think necessary shall be subject to the concurrence of the British Government in consideration of the guarantee mentioned below.[20]

The Free State was to provide the necessary finance, by the issue of Irish stock which the British agreed to guarantee, subject to approving the terms of the legislation. While the annuities accruing from any new scheme would be retained by the Free State government, the interest and sinking fund payments due on the stock were still to be secured in the same manner as under previous acts. Thus, the British government would only have been called upon to honour their guarantee in the event of the Free State government being bankrupted, or the stock being repudiated.[21]

It is not surprising that there should be little similarity between these arrangements and the proposed allocation of responsibility for future legislation proposed by the convention. In the light of the political changes that had taken place since 1918, it would have been unrealistic to have expected the British Treasury to have issued the necessary stock, and to have treated any bonus as Imperial expenditure. Against this was the fact that the Judicial Commissioner of the Land Commission was to be

appointed from Dublin instead of from Westminster, as had been proposed by the convention.[22] Hogan was aware of this proposal and had been worried that the British would attempt to have it included in the new arrangements. He warned the Executive Council that such a move would be completely unacceptable. Instead, the Free State could provide security for any credit guarantee given by the British, as well as allowing them to see the legislation before agreeing to guarantee the stock. These were precisely the arrangements that were accepted by both sides.[23]

The financial agreement was to have serious long-term repercussions in the Free State. Kept secret by both governments, it was not until Fianna Fail came to power and the dispute over the payment of the land annuities arose, that the British government suddenly produced their copy of the document and it passed into the public domain. That it was kept a secret was due to the clause allowing the British government prior approval of the forthcoming land bill. Ronan Fanning, in his account of the Department of Finance, speculated that `the political sensitivities' of the government were not immediately alive to the dangers inherent in this proposal, and that the initial impetus for secrecy came from the British Treasury in their `anxiety to save the Irish government from political and financial embarrassment on the eve of the 1923 election'.[24] In fact, secrecy had become an issue much earlier than this, due to the actions of Hogan. When he met representatives of landlords and tenants at a conference in April 1923, the tenants wanted to know the

reason for the generosity of the British government in guaranteeing the stock and inquired as to the price at which such generosity came.

> I stated that the British Government had agreed to guarantee the stock without any securities or conditions good, bad, or indifferent, and that they might draw whatever conclusions they liked from that, but that that was the fact.[25]

The reason for this statement, as explained privately to Cosgrave, was that if it became public knowledge that stock created under any future land purchase legislation would be guaranteed by Britain only if it had prior approval of the legislation, it would prove impossible to counter-act the belief that `the terms of the land bill were to be virtually settled in England.' Whatever the expediencies of the situation, Hogan had deliberately misled the tenants' representatives and he realised that his career would be in jeopardy if this were to be discovered. He calmly informed Cosgrave that it would be necessary to keep the relevant part of the financial agreement `strictly secret'. In fact, he was prepared to go even further than this.

> The Dail could be told, when it is necessary to tell them anything about this, that the British Government have agreed that if they do guarantee the stock they will guarantee it without any security, such as a lien on customs, and that of course they could not be expected to give a final promise until they would see what they were guaranteeing and know the amount involved.[26]

It didn't actually become necessary to tell the Dail anything about this until two years had passed, when the Land Bond Bill was being debated. Then, Thomas Johnson pressed Hogan with claims that a secret arrangement had been entered into, at the time of the Treaty negotiations, to the effect

that land purchase would be completed with British credit; which is precisely what had taken place. At first, Hogan had side-stepped the question, before giving what was an apparently unequivocal denial.

> There is no question of an agreement in the past, or in 1920, 1921 or 1922.[27]

Of course, the financial agreement had been signed in 1923, and not in 1920, 1921 or 1922, but it had been signed `in the past'. This subtlety was in evidence again, minutes later, when he spoke of the guarantee being offered by the British government on a voluntary basis. At the time, he was equating the guarantee of the stock to be issued under the Free State 1923 land act, with the advances made for land purchase by the British under previous measures passed in Westminster. These advances had been made under very different conditions from those which prevailed in 1923 and afterwards, but Hogan glossed over the differences in this particular instance so that, while the words used may not have contained any direct falsehoods, the impression that his listeners were left with was deliberately misleading.[28]

What Hogan was trying to avoid was the spread of the belief that the British government would have a veto over any Free State land purchase legislation. This was one possible interpretation of the wording of the financial agreement, and there is little doubt that had the document been published, or produced in the Dail, then it would have been used by the government's many enemies in the country to enormously damaging effect. However, Hogan viewed matters differently. Privately, he outlined his own interpretations to Cosgrave.

> The position is that the English can either guarantee the stock or not guarantee it. If they do guarantee it they guarantee it without any security. If they do not guarantee it we will simply have to issue the stock without their security.[29]

By `security', Hogan meant collateral in terms of property, territory or the right to appropriate any form of taxation, such as had been originally sought by the British in regard to customs revenue, rather than the `security' of a local guarantee fund or, ultimately, of the central fund of the Free State, as written into the agreement. His attitude was that the new land bill would be drawn up in Dublin and then presented to the British on a `take it or leave it' basis. This interpretation would certainly have been more consistent with his statements to the tenants' representatives and to the Dail. Even so, it would still have been very difficult to justify the claims that no agreement had been signed, or that there were absolutely no conditions attached to the British guarantee of the stock. In any event, Hogan formally presented the Duke of Devonshire, Secretary of State for the Colonies, with a summary of the main proposals contained in the new land bill in May 1923, a fortnight before its first reading in the Dail, while Judge Wylie, the new Judicial Commissioner of the Land Commission, had also discussed the bill with British officials.[30]

There was a somewhat farcical sequel to the negotiations on the financial agreement, arising directly from the secrecy in which they were shrouded. The Land Commission continued until August 1923 to sign new purchase agreements under the

terms of the 1909 act, which, for the first half of 1923, was still in force. The government was unable to prevent these sale taking place as it could not disclose the terms of the agreement nor could they suspend land purchase without serious political consequences and possibly a resurgence of agitation. In December 1923, the Free State sought to have the British accept responsibility for these agreements, on the grounds that they were completed using 3% stock and under legislation that had been enacted at Westminster. Not surprisingly, the British rejected these arguments completely, and it was not until M y 1924 that agreement was reached. The British would provide the necessary stock but the Free State would provide the money for the cash bonuses, worth almost £20,000, and would pay over the annuities as with sales previously completed. Since the vendors were paid in stock, there was no excess stock involved and the transactions were completely painless for the British government.[31]

This was but one of a number of administrative problems that arose during the transfer of the Land Commission. This transfer had been delayed until the dispute over the liabilities for pending sales and excess stock was settled and, during 1922, administrative control of the Land Commission remained with the British authorities, who continued to run it as an all-Ireland service. This caused some friction, initially, and in February 1922, the Provisional government, in keeping with their general policy towards the North, decided that the Belfast parliament was

`to be hampered in every possible way' in the collection of purchase annuities. After the second conference between Collins and Craig in March, such references peter out.[32]

In July of that year, occurred an incident that was to have long-term consequences for the smooth operation of land purchase. Lost in the fire that destroyed the Four Courts were, amongst other Land Commission and CDB documents, 10,000 land purchase agreements, 3,000 estate maps and 1,000 land certificates, as well as title deeds and the notebooks of the examiners of title. Such destruction was inevitably going to be the cause of much delay in the completion of land purchase.[33]

The method of transfer adopted was that the Irish Land Commission was to be formally abolished by the Consequential Provisions Act, 1922. This would take effect on 1 April, 1923, when it would be replaced by a similar body to be set up by the Free State. However, as this deadline approached, the British could see no sign of the Free State government fulfilling this requirement and they expressed their unwillingness to provide finance for pending sales until the Land Commission was replaced by another body, even if it was only a temporary arrangement.[34] This was what the Free State government had already decided to do, as explained by Hugh Kennedy, the Attorney General, to his British counterpart. A Board of Commissioners was set up under the Adoption of Enactments Act, 1922, to take over the functions of the Land Commission `pending legislation on the subject, which of course can hardly be ready for some time.'[35]

Nevertheless, on 10 March, the Treasury were still waiting to be officially informed that the Land Commission had been properly replaced, and, consequently, refused to issue any advances. Even when they received proper notification, the Treasury still viewed the new arrangement with caution, and only grudgingly agreed to issue stock. Requisitions were to be made using the appropriate form and had to be signed by any two of three specially authorised officials: Judge Wylie, John Drennan and J.J. Douglas, who were the Judicial Commissioner, Assistant Secretary and Accountant, respectively, of the Land Commission. A limit on advances to be made in this manner was set at £100,000, but after much correspondence between the Department of Finance and the Treasury, and some confusion over the correct form to be used, caused by a breakdown in communications between the Land Commission and the Department of Agriculture, this limit was extended; first to £200,000, and finally to £250,000.[36]

The reason for the government's delay in providing a proper statutory basis for the Land Commission was that it had never intended to merely reaffirm the existing structure of land purchase administration. In November 1922, Hogan had informed the Dail that he believed that there was need for only one body to organise land purchase, though he emphasised that no definite decisions had, at the time, been taken.[37] By May 1923, definite decisions had been taken and the fruits of these decisions were seen in the provisions of the Land Law (Commission) Bill, 1923, introduced to the Dail on 11 May. The main aim of the bill was the abolition of the CDB

and the Estates Commissioners as separate institutions, and the transfer of their powers, duties, property and staff into a single, re-constituted Land Commission. On the second reading, Hogan explained the logic behind the bill.

> The Lay Land Commissioners administered the Land Law Acts; the Estates Commissioners, who were the same persons, administered the Land Purchase Acts. We have come to the conclusion that there is no further reason for this sort of Pooh Bah arrangement, and this Bill really abolishes the two titles. The personnel was always the same.[38]

The same standard of rationalisation was applied in the case of the CDB, and not a single objection was raised to the principle of the bill by TDs, who recognised that a more simplified structure increased the chances of land purchase running quickly and efficiently in the future. The CDB possessed certain responsibilities for fishing and local industry, and these were to be re-transferred from the Land Commission to the appropriate ministries. Hogan informed the Dail that this circuitous way of doing business had to be adopted so that there was a properly constituted body to whom the British Treasury could issue advances for the completion of pending sales.[39] In fact, it was on the previous day, 29 May, that the Treasury had informed the Department of Finance of their willingness to advance stock to the existing temporary administration of the Land Commission, but it was possible that Hogan was not yet aware of this. The only clauses of the bill that caused any contention had nothing to do with land purchase or land law, but with the method that was to be used in grading the staff of the CDB into the Civil Service upon their transfer to the Land Commission.

The incorporation of the Estates Commissioners and the CDB into the Land Commission was not the only merger of land purchase organisations to take place in 1923. The Land Settlement Commission was still in existence and it was considered necessary that it should be absorbed in to the new structure, even though concern for its fate was expressed by only one TD during the debate on the Land Commission bill.[40] In December 1923, it was quietly discontinued and its staff were transferred to the Land Commission with the minimum of fuss.[41] It was a far cry from the confident and almost triumphant manner in which it had been launched just a little over three years previously.

Earlier in 1923, it had seemed, for a brief period, as if the legacy of the Land Settlement Commission would be a situation of legal chaos, coupled with a fresh outbreak of bitter land disputes. When one of its decisions, in Rineen Co. Clare, was overturned in the King's Bench Division, it was feared that all its judgements were now legally vulnerable. Kevin O'Shiel, who was a Commissioner in that case and who, by 1923, was acting as Assistant Legal Adviser to the government, warned that up to 400 cases adjudicated on by the Land Settlement Commission could be dragged before the courts again by those who felt aggrieved by the original decision. However, Kevin O'Higgins assured the Dail that practically all the decrees of the Commission had since been covered by assignments, i.e. legal orders, and were legally secure from challenge.[42]

With Judge Wylie having been appointed Judicial

Commissioner in March 1923, all that remained in the reorganisation of the Land Commission was the appointment of two Lay Commissioners. On 13 November 1923, Hogan recommended to the Executive Council, the appointment of Timothy Hogan, then Chief Inspector of the Land Commission, and Martin Heavey, Head of the Land Settlement Commission, while the candidacy of O'Shiel was also mentioned. The matter was twice deferred until, on 19 November, Hogan and O'Shiel were appointed to the positions which carried annual salaries of £1,300-1,500 plus bonuses. These were the men who were to have the responsibility of carrying out one of the most demanding tasks ever charged on the Land Commission; the implementation of the 1923 land act.[43]

CHAPTER FIVE

The 1923 land act

The Provisional government was not long in existence when it was faced with renewed calls from the Dail for the completion of land purchase. When the British army was evacuating the lands it had held, which in some cases were quite extensive, Daithi Ceannt proposed that these lands be divided up into holdings for the landless men of those districts. In reply, Hogan made it clear that the piecemeal methods which had been adopted from necessity by the Land Settlement Commission were no longer sufficient. If land purchase was to proceed, it had to do so on the basis of a comprehensive scheme that was economically viable. And therein lay the rub! It was hardly likely that a state not yet formally in existence would be able to borrow or raise at reasonable rates the money necessary for land purchase.[1]

This argument was repeatedly brought forward during 1922 to explain the government's apparent inactivity on the issue. Unbeknownst to the Dail, the government had, on a number of occasions, postponed dealing with land purchase, though the lack of government credit was not the only, nor primary, reason for the delay.[2] Until the question of the liabilities for the existing purchase annuities and for the pending sales was cleared up, the introduction of any scheme of land purchase would have been impossible. Surprisingly, this was

a point that was regularly emphasised by the Unpurchased Tenants Association in the columns of their newspaper The Land, which appeared briefly in the Summer of 1923. Although the financial agreement had already been signed some months at this stage, this was not, of course, known publicly, and The Land was adamant that the government should not continue with land purchase until the financial settlement, provided for in Article 5 of the Treaty, was agreed with the British. In the meantime, the unpurchased tenants would, it argued, be content with generous reductions in their rent.

> It was unanimously decided that the settlement of the land question is an economic matter and must not be rushed on the country; that the present financial and economic position of Ireland does not warrant the introduction at the present time of any scheme involving large financial burden.[3]

There was a third reason for postponing the introduction of a new land bill, and even had this reason stood on its own, it would have provided sufficient grounds for delay. Once civil war had started there was no chance that the government could act on this matter as, asides from being understandably preoccupied with the military struggle, any attempt to have completed land purchase would inevitably have left some people disaffected and would probably have increased support for the irregulars. By December 1922, there was evidence that the irregulars were provoking a fresh outbreak of agrarian agitation in parts of the country, while in others, the civil war was used as a pretext for renewing private land battles. As in previous years, it was difficult to say who was using whom, but Hogan himself had little

doubt.

> I have noted the cases through the country where houses have been burned and in more than fifty per cent of these cases the circumstances make it plain enough that the destruction was not for political but for agrarian motives.[4]

The situation that faced the government at the end of 1922, as regards the land question, was not entirely dissimilar to the one with which the British government had had to deal in 1920. However, the young Free State government was determined that its attempts to solve the land problem would not meet with the same fate as had the 1920 land bill, and in the Governor General's address to the Oireachtas on 10 December 1922, a land purchase bill was included in the legislative programme of the new government.[5] Initially, Hogan hoped to have the bill introduced into the house by March of 1923, but this proved to be over-optimistic, as the condition of the country at that time was not nearly settled enough to receive it.[6] As late as 23 April, Hogan was still warning the Executive Council that he had reliable intelligence that there would soon be a fresh `campaign of incendiarism.'[7] Earlier that month, he had detailed to Cosgrave the spate of land seizures, cattle drives and house burnings then plaguing the country. There was one other circumstance, which he referred to, that rendered the hoped-for completion of land purchase particularly difficult.

> The shooting of Land Commission officials would be not a rare but rather a normal occurrence and would be regarded as quite legitimate.[8]

However, there were some factors that were working in

the government's favour. The civil war was coming to an end, which meant that it was becoming increasingly possible for the military to switch their attention from the political to the agrarian struggle. Hogan was convinced that tackling the problem by civil action alone would be useless, and that what was needed was the widespread application to agrarian disturbances of the decisive tactics of the Special Infantry Columns. What would make the work of the columns easier was the fact that many of the claims were based on transparently selfish motives with little or no justification, and that many claimants were not genuinely landless men, but were farmers or shopkeepers or otherwise well off.[9]

When he addressed that memorandum to Cosgrave on 7 April, Hogan was so confident that the problem could be dealt with swiftly and effectively, that he had already convened a conference between representatives of both landlords and tenants to see if agreement could be reached on the terms of the forthcoming land bill. The financial agreement had made a loose provision for such a conference, but it was left totally at the discretion of the Free State government. Yet, the legacy of the 1902 conference was still strong enough to ensure that it was taken for granted that landlords and tenants would be given an opportunity to reach agreement. However, this conference, which met on 10 April, was not a success, mostly due to the position taken up by the tenants. Led by Dennis Gorey, the leader of the Farmers' party in the Dail, they informed the landlords that they were now just an unpopular minority and that `they could take the land from

them for nothing if they wished.' Instead, they were willing to settle for a reduction from rent to annuity of 50% on all judicial rents and of 60% on non judicial rents. Not surprisingly, these proposals were rejected by the landlords' representatives, who looked for the terms of the 1920 bill to be put into operation. As these allowed for reductions of 11-33%, there was little or no chance of a compromise.[10]

While the tenants' demands were certainly high, they were not as extreme as those of the Unpurchased Tenants Association, with whom the Farmers' party was in bitter opposition. Both organisations were in open competition for the support of the same section of society, and The Land directed its criticisms more frequently and vehemently against the Farmers' party than against either the landlords or the government. In the attempt to outbid Gorey, the convention of the Unpurchased Tenants Association, held in the Mansion House on 17 May, demanded that tenants should receive, retrospectively, benefits that were equivalent to those that had been received by tenants who had purchased under the 1903 act. Ignoring the fact that some tenants who had signed purchase agreement under the terms of that act, had, in 1923, still not begun paying annuities, the Mansion House convention calculated that unpurchased tenants were entitled to immediate reductions in rent that varied from 50% for holders of third term rents to 75% for non judicial rent holders. It was little wonder that they were not in a hurry to have land purchase completed.[11]

The conference called by Hogan had had a second purpose,

which was to come to some agreement on how to deal with the problem of arrears of rent. While most landlords would have been well used to having a limited amount of arrears on their books, the problem had grown out of all proportions since 1920. Taking advantage of the general collapse of the bailiff system, amidst the anarchy to which the country was exposed in those years, large numbers of tenants had simply stopped paying any rent, so that, by 1923, Hogan estimated that no more than 15% of the estates of the country had their rents fully paid. When one of the landlords at the conference suggested that arrears of rent should be treated like any other debt, such as a debt to a butcher, he was bluntly told by the tenants `that butchers were not getting their accounts paid either.'[12]

This silent form of agitation was extremely serious for many landlords, whose estates were often heavily mortgaged, but it was also a source of great concern to the government. While many tenants may have stopped paying rents as a signal of their determination to become the owners of their holdings, the habit of non-payment was an addictive one. As Hogan realised, if tenants were not paying rents, nor had any intention of doing so in the future, then they were hardly likely to willingly pay purchase annuities.[13] As such, it was imperative that any land bill contain definite provisions for dealing with this problem, but again, the conference failed to produce an agreement. The tenants proposed that one year's rent, less 50%, should be paid in cash, one year's wiped out completely, and the rest added on to the purchase

price and be paid by annuity. This was unacceptable to the landlords and the conference broke up, having achieved nothing of any substance.[14] Once again, though, Gorey was outdone by the Unpurchased Tenants Association, which, characteristically, came up with an expedient for settling the arrears question, that was admirable in its simplicity.

> It was decided that all arrears should be wiped out as the tenants could not be expected to pay rents for the period of the Anglo-Irish and Civil War.[15]

The failure of the conference meant that the responsibility for drawing up the terms of the land bill was left entirely with Hogan and the government. At least they could take solace from the fact that they were not to be left in a position similar to that of the British government in 1902; when the land conference produced a set of proposals that were mutually beneficial for landlords and tenants, but which proved to be extremely expensive for the government. Though he had avoided any obligations of this kind, Hogan did not have a free hand in drawing up the terms of the bill. He was aware that an alliance between the Farmers and Labour, combined with enough desertions from the government's supporters, would be sufficient to defeat any bill which they considered to be unsatisfactory; though he also gambled that the Farmers would want such an alliance only as a last resort and would, if the bill was any way reasonable, stop short of defeating the government on crucial votes. There were also wider political considerations, as, sooner or later, the government would have to go before the people in a general election.[16]

Balancing these considerations was the need, or at the very least, the desirability, of British approval of the legislation. Hogan had no doubt that the British would guarantee the stock to be issued, as he believed that the landlords would accept the terms offered to them; if only out of fear of what might happen if the Farmers or Labour got the opportunity to legislate on the matter.[17] Even so, the bill would have to make its way through the Seanad which had a considerable number of landlords and ex-landlords on its benches. The government, could, theoretically have disregarded the wishes of the Seanad, but this wasn't a realistic option, as the bill would then have had to wait an additional nine months before becoming law. Given the importance of land legislation, such a situation would have been unthinkable and could conceivably have destroyed the young constitution of the Free State. Coercion of the second chamber in such an instance, or the expropriation of the landlords, would also have irredeemably tarnished the image of the Free State as a secure place for investment in the eyes of international financiers; as Hogan would repeatedly emphasise to the Dail. In fact, there is just a hint that the Minister did `protest too much', with a suspicion that he returned to this argument so often, not because it provided the strongest case for treating the landlords fairly, but because it was easiest to defend politically.[18]

What is beyond question is Hogan's, and the government's, sense of fairness. This determination to impartially administer justice would, even in the absence of

the other, material, considerations, have counteracted, to some degree, the demands made by the Farmers and by Labour. This is not an indictment of those parties, who were attempting to secure the best possible terms for their constituents, but it was accepted, even by Gorey, that the government, precisely because it was the government, had wider responsibilities. On only one occasion did Hogan put forward a proposal, relating to the collection of arrears, that could have been interpreted as being intrinsically unjust towards the landlords, and this suggestion was rapidly dropped. When he told the land purchase conference of April 1923 that the government took the view that `fair play and justice all round did not change with majorities', there is absolutely no reason to doubt his sincerity, especially since the same sentiments were expressed in the private correspondence that passed between himself and Cosgrave.[19]

Of course, Hogan had been considering the question of the financial provisions of the land bill long before he convened the land purchase conference. In November 1922, at the meeting with the British committee on Irish affairs at which the Irish delegation, which included Hogan, first sought British credit for a new scheme of land purchase, the outlines of such a scheme were briefly discussed.

> The Convention plan was agreed to as affording a general basis on which to proceed, but the Provisional Government could hold out no prospect of being able to grant a bonus.[20]

In December, Hogan had explained to Cosgrave in detail, the financial terms of the 1920 land bill which had been based on the proposals of the Irish convention. The

criterion which he suggested should be used in determining the purchase price of a holding, was that it should yield the vendor 90% of his rent, equally well secured; 10% having generally been lost in the costs of collection. By these standards, he argued that the landlords would be getting too much from the 1920 bill, as income from rent was nowhere near as secure as income from government bonds. The removal of the bonus would, he reckoned, leave the landlord with, at worst, 70% of his old nominal income, but it would be of a much more reliable kind.[21]

The matter was complicated by the arrears question, which had to be settled, either before or simultaneously with, the introduction of a land bill. Hogan speculated that the landlord could be compensated for a withdrawal of the bonus, by a promise to have all arrears paid by the tenants before they could begin the process of purchasing their holdings. This was a cynical, if pragmatic, reading of the situation and it would have been very difficult to defend publicly. In essence, it would have involved the government using the lawlessness of the previous few years as a deliberate bargaining ploy in negotiations with an innocent party. Whether or not this was how the government viewed the proposal, the suggestion was not repeated.[22]

When the land purchase conference met, Hogan could not be seen to preudge the discussion on the purchase price of holdings, but he did inform both sides that the government would not be providing any bonuses to the landlords. The response of the landlords was that this departure from

previous measures should not be totally at their expense. That, in fact, was Hogan's intention, though he did not reveal that, then. Landlords with first or second term rents would have received, under the terms of the 1920 bill, an annual income worth, on average, 82% of their rent, whereas the scheme that Hogan favoured would have left them with just 66% of their previous nominal income, though he did not conclusively rule out even greater reductions. This was to be achieved by lowering the tenants annuity from an average of 75% of his previous rent to 70%, by using 4.5% stock instead of 5%, and by doing away with the bonus. Hogan realised that the loss of the bonus, which had traditionally been paid in cash and had been free of all mortgages on the estate, would have a severe impact on many landlords. Many of the estates that remained unpurchased were small and heavily encumbered, and he admitted that the terms he was proposing would leave some of them completely insolvent. What he suggested, in recompense, was an order that all mortgages should be redeemable in stock, at face value, and that the government should pay the vendor's costs. Both, if carried, would represent slight, but nevertheless significant, improvements in the position of the landlord as against previous measures.[23]

These details had been outlined in a memorandum that Hogan had sent to Cosgrave on 17 April. Less than a month later, on 12 May, Hogan was preparing to meet the Duke of Devonshire, Secretary of State for the Colonies, to inform him of the terms of the land bill, which eventually came

before the Dail for a first reading on 28 May. There, Hogan announced that the tenant with a first or second term rent would receive a reduction from rent to annuity of 35%, rather than of 30% as he had been considering a month earlier. Third term holders were to be given reductions of 30%, and holders of non judicial rents were to have their annuities determined by the Land Commission. Thus, the complicated, and not entirely effective, recommendations of the convention on third term rents were abandoned, and if any tenant was left worse off than if he had not had his rent revised, then he would have to suffer the loss. This was unlikely to happen very often, as, under the 1923 bill, third term tenants were getting roughly 85% of the percentage reduction given to other judicial tenants, in contrast to the 66.6% proposed by the convention. These changes would have the effect of greatly simplifying the operations of the bill, as would the abandonment of the schedule of county reductions in favour of flat country-wide levels.[24]

As TDs did not have copies of the bill in their hands during the first reading, these proposals were not contested, but, when the second reading began on 15 June, the Farmers' party launched into the attack. Of course, nothing could be done on the second reading, but at the committee stage an amendment was tabled which would have had the effect of bringing the reductions from rent to annuity to 40%, for all holders of judicial rents. The Farmers, supported by Labour, based their claim on two arguments; the first of which was that agriculture was in a serious depression. While prices

had fallen in the previous year, this was only after the boom years of the first world war and immediately afterwards. The second argument was that unpurchased tenants should be placed in as good a position as those who had purchased under the 1903 act. Hogan contended that the reduction of the annuity, from an average of 75% of rent down to 65%, did just that, but this did not satisfy the Farmers' party, which also wanted compensation for the years of paying rents instead of annuities. This argument, which had been anticipated by Hogan, was flatly rejected and the amendment was lost.[25]

> I presume what we have got to do now is to compensate all the tenants, four hundred thousand, who purchased under the 1903 Act for the rent they paid between 1885, when they should have purchased under the Ashbourne Act, and 1907, 1908, and 1909, when they did purchase.[26]

The Unpurchased Tenants Association, which was unhappy with this `landlords' measure', adopted a policy which was similar to that of the Farmers' party in this regard. At a convention held on 11 June, before the second reading began, it called for the annuity to be set at 50% of rent. This was 10% more than Gorey would propose shortly afterwards in the Dail, but it was a lot less than it had itself demanded less than a month previously.[27] There was probably a good deal of truth in Hogan's suggestion that whatever reduction was given in the bill, the Farmers would try to have it improved. Under strong pressure from Hogan to justify why the reduction should be set at 40%, rather than at any other level, Gorey eventually conceded that that percentage was proposed only because they thought they would have `a chance of that figure being accepted by the government.'[28]

The purchaser's annuity was to be capitalised at 4.75%, with 0.25% of that being set aside for sinking fund payments. The government would obviously borrow money at the lowest rate available to it and the fact that it could now borrow at 4.5%, rather than at 5% as proposed in 1918 and 1920, was an indication of how prices had fallen in the intervening period, though, of course, the interest rates were still much higher than they had been in 1903. The use of 4.5% instead of 5% stock meant that, for the same annuity, with a 0.25% sinking fund payment in each case, the landlord would get 13.68 years' purchase instead of 12.38 years'. However, when these amounts were converted into annual income, the difference would disappear, and any gain to the landlord in capital would be lost in the difference in the price of the bonds.

Once the annuity had been fixed, the only difference the rate of interest made to the tenant was in the period of repayment. The change of stock meant that the purchaser would be paying annuities for 68 years rather than for 62, which was hardly the greatest source of worry for a new purchaser. Yet, the change in stock did cause some confusion. Richard Wilson, a member of the Farmers' party, tried to demonstrate that the purchaser was really paying the landlord 20 years' purchase. An annuity set at 65% of rent and capitalised at 3.25%, as it would have been under the 1903 act, would give 20 years' purchase, so that Wilson concluded that what the new bill demanded was `tantamount to 20 years' purchase to the tenants of the country, who do not

understand high finance.' Neither it seemed did their representatives, and this hopelessly inept argument was dismissed by the following speaker, who pithily observed that all Wilson's calculations had succeeded in proving was that interest rates had risen since 1903; something that could hardly have been blamed on Hogan.[29]

A purchase annuity set at 65% of rent, and capitalised at 4.75%, left the landlord with 13.68 years' purchase and an annual income of just £61-12s per £100 of rent. Such reductions were hardly likely to be acceptable to landlords, or to the British government, so the state intervened. The government was to provide a contribution of 10% of the price, which would bring the landlord's total income to 15.05 years' purchase, or £67-15s per £100 of rent. Hogan was adamant that this was not a bonus, but a contribution `in relief of the tenant', and the bill explicitly repealed the section of the 1903 act that provided the bonus.[30] More importantly, the contribution was to be paid in stock, rather than in cash, and it was not to be free of mortgages or superior interests, unlike in previous acts. By themselves, these facts were not enough, and Hogan displayed great ingenuity in arguing his point that this was not a bonus. The government, he explained, had decided that the landlord was entitled to receive 15 years' purchase for his land and that, therefore, the equivalent of 15 years' purchase would be the purchase price. It had also decided that the purchaser could not be expected to pay any more than 65% of his rent. This annuity, capitalised at 4.75%, was to be the standard price. The

difference between the purchase price and the standard price, which worked out at 10% of the lower figure, was to be provided by the government.[31]

Despite this intricate argument and the government's protestations that a bonus would be indefensible, most TDs continued to refer to the contribution as a bonus. After one exchange between Hogan and Gorey, the latter, with mock gratitude, thanked the minister for `this bonus to the tenant which was previously known by another name.'[32] He was closer to the truth than he realised. The Irish convention had used the bonus to transform terms that were barely adequate for the landlord into something that could be said to have been slightly generous.[33] In the context of land purchase legislation, the bonus had taken on a meaning that was distinct from that in common usage, becoming an integral part of the price structure. Had the government not included the contribution, which it was estimated would cost around £50,000 per annum, in the bill, it is likely that the tenants' annuity would have been greater and the landlord's income less. The Labour party were not amenable to persuasion on the matter, however, and their determination to see that the landlords did not benefit from the public purse led Thomas Johnson into espousing what looks suspiciously like a free market doctrine.

> Whatever is a fair price to charge the tenants that is the fair price to pay the landlords.[34]

This amendment was defeated, as were a number of attacks on the provision to establish a costs fund. This fund was to consist of stock, up to the value of 2% of the total amount

advanced under the act, and was to be distributed, at the discretion of the Judicial Commissioner, to landlords in compensation for the cost of establishing a clear title to the land.[35] This process could involve much legal work and was often slow and expensive, especially for those whose estates were heavily encumbered. Wilson, along with The Land, attacked this section as providing an extra 2% `bonus' to the landlord, but this was incorrect.[36] There was actually no limit as to the amount the Judicial Commissioner could award an individual landlord, except insofar as the average amount awarded had to remain below the 2% limit.

Equally beneficial to the landlord was the government's adoption of the Irish convention's proposal that state duties, such as death duties, should be made redeemable by the transfer of land stock, at face value. However, the government went further than this and declared all superior interests on land to be similarly redeemable; something which the convention had baulked at doing. In like vein was a clause which was suggested by Gerald Fitzgibbon, the strongest defender of the landlords in the Dail and later a judge of the Supreme Court, and readily adopted by Hogan. This section was aimed at preventing a mortgagee from charging a landlord penal interest rates on default of normal payment, where the non-payment was due to the delays involved in the completion of sale of the estate.[37] This provision, together with those concerning the costs fund and the redemption of superior interests, would not have impacted greatly on many landlords, but would have been of immense

benefit to those most in need of assistance. For such landlords, these sections marked major improvements on previous legislation, and they were firm proof of the government's stated intention to treat the landlords with complete fairness.

Hogan had again to assume the mantle of defender of the landlords' interests when the questions of rent and arrears of rent were discussed. The bill provided that rent payments from the passing of the act to the appointed day were to be replaced by a `payment in lieu of rent', worth 75% of the rent and collectible by the Land Commission, who would then pay over the amounts, less deductions for costs, to the landlords. Arrears of rent for the previous three years, also reduced by 25%, were similarly to be collected by the Land Commission, while any arrears due for the period before 1920 were to be cancelled, although, as Hogan knew, the amounts thus cleared were relatively insignificant. One year's portion of what was called `compounded arrears of rent' was to be paid in cash immediately after the passing of the act and the remainder, if any, added on to the purchase money.[38] Of course, the Farmers' party, supported by Labour, was not satisfied, and in vain sought to have the liability for arrears reduced from three years to two, and the reduction increased from 25% to 40%. With some justification, Hogan accused both parties of playing for popularity while knowing that they would not have to face the responsibility of implementing their policies.[39]

What aroused the most bitter attacks on landlords, and

landlordism, were the attempts by some landlords to have their rents collected through the machinery of the law before the bill could be passed. After the chaos of the preceding years, the landlords had begun to be more assertive in the collection of rents and their position was strengthened by the Enforcement of Law Act, 1923, which the Farmers' party had supported; a fact which was mercilessly used against them by Labour. Whilst these proceedings caused much unease amongst the Farmers' TDs, the fact that decrees continued to be enforced, and fresh proceedings begun, after the terms of the land bill became known, drew a storm of protest from them, as they charged that landlords were deliberately attempting to evade the provisions of the bill.

In this, Hogan concurred, though the solution he offered, which was probably the fairest compromise available to him, once again fell short of the Farmers' demands.[40] A clause was inserted which stipulated that arrears of rent collected by decree between 28 May, when the bill was first read, and 3 July, the date of the amendment, were to be regarded as payments in respect of compounded arrears, as outlined in the bill, and that in any instance where the tenant paid more in arrears, so collected, than he would have had to pay under the bill, then he would be credited with the balance and his payment in lieu of rent appropriately reduced. Any arrears collected by decree after 3 July would be similarly treated, except that, in such cases, the landlord would also forfeit his claim to legal expenses, which were often quite substantial.[41] While the Farmers'

party continued to complain about the arrears section, Hogan had the last word on the matter when, on the bill's fifth stage in the Dail, he could claim that half the arrears due throughout the country had been paid according to the terms of the bill, even before it became law.[42]

Without a doubt, the most important section of the bill was section 24, which outlined the scope of the new legislation. All tenanted land, with certain limited exceptions, was to automatically vest in the Land Commission, as was all untenanted land in the congested districts, where it would be used for the purpose of `relieving congestion'.

> All tenanted land wherever situated and all untenanted land situated in any congested districts county and such untenanted land situated elsewhere as the Land Commission shall, before the appointed day, declare to be required for the purpose of relieving congestion or of facilitating the resale of tenanted land, shall by virtue of this Act vest in the Land Commission on the appointed day.[43]

The following sub-section listed the exceptions to these provisions. These exceptions were similar to the categories that had been exempted in previous measures and included: land purchased under previous land purchase acts or under the Irish Church Act, 1869, non-agricultural land, church lands, demesnes, home farms, land with value as a building ground, or any land held by a public authority or corporation for use in regard to railways, public water supply or electricity. However, all these exceptions, other than public authority or corporation lands, could be disregarded by the Land Commission if it declared any holding to be required for the purpose of relieving congestion. In effect, the Land Commission was to be given the necessary power to acquire

almost any land it wished for the purposes of relieving congestion.[44]

This section is the one that has most attracted the attention of historians and, in fact, it is the only section that is known to many. Yet, a reader of the Dail debates for the period of the bill's passage through the Dail could be forgiven if they failed to realise this. Only William Magennis referred to the `revolutionary' nature of the bill as being one of confiscation; a confiscation of which he thoroughly approved.[45] This did not reflect any lack of interest on the part of TDs, but, rather, it underlined the extent to which the principle of compulsion was taken for granted. A land bill in 1923 without compulsion would have been unthinkable, and when TDs welcomed the bill on its first and second readings, whilst criticising its details, they were, in effect, welcoming this section. The battle that had been lost in 1902 was now to be won without a struggle; compulsion having been conceded by the Irish convention and by the 1920 land bill. In fact, Wilson, with his usual mastery of logical reasoning, attempted to argue that because a few landlords' representatives had previously agreed on the principle, the 1923 bill was merely implementing an agreement and the question of acquiring land by compulsion did not arise. Nobody bothered to contradict him.[46]

Tenanted land which had become vested in the Land Commission under section 24, was, in the normal course of events, to be subsequently vested in the occupying tenant on the appointed day, when the payment of purchase annuities

would begin. However, the Land Commission was to be given extensive powers to retain, if it so desired, any holding with a purchase price of over £3,000, or any holding `which in the opinion of the Land Commission ought to be retained for improvement or enlargement, or for utilisation in connection with the relief of congestion.' Enlargement was to be made possible by the addition of land that had previously been untenanted, or of land that had formed part of another tenanted holding which had been retained by the Land Commission. Tenants of holdings which had been divided in this manner were generally to be offered new holdings in exchange, though the new holdings could, theoretically, be located anywhere in the country. A new holding was not guaranteed though, as the powers of the Land Commission to resume a holding, on payment of compensation to the tenant were specifically safeguarded.[47]

Apart from the matters of price or of arrears, the most contentious section in the bill, as it passed through the Dail, was the one that dealt with the categories of people to whom the Land Commission could issue advances for the purchase of land; other than advances to tenants to purchase their holdings. These categories were: congests, tenants exchanging holdings with the Land Commission, people who had been evicted since 1878, labourers on estates that were being divided, and `any other person or body to whom in the opinion of the Land Commission an advance ought to be made.' This last clause was intended, primarily, to cover landless men who did not qualify under the clauses concerning evicted

tenants or labourers, but Hogan made it quite clear, both before and during the passage of the bill, that congests were to have the first claim on untenanted land and that only when their cases were dealt with was the remainder of the untenanted land to be distributed amongst the other groups mentioned in the section. The consequence of this policy was that many of the landless men who had been at the forefront of agrarian agitation since 1918 would have little prospect of acquiring a holding under the terms of the bill. That was one of the principal reasons why it had been necessary to wait until public order had been fully restored and untenanted land cleared of unauthorised 'holdings', before introducing the bill.[48]

It was not the fate of these men that most engaged the sympathy of TDs, but, rather, it was the plight of evicted tenants. Many TDs were unhappy with their relegation behind congests in the order of priority of treatment, but they were even more unhappy with the time limitation imposed, though the absurdity of having an open-ended clause dealing with evicted tenants had been exposed by Kevin O'Higgins on the second reading.

> Shortly after the Provisional Government was established I got a letter from a gentleman, one Simon P. O'Rorke, an estate agent, who wrote from 154th Street, New York. He was quite candid as to his requirements. He said that he understood there would be a certain pressure of business for some time upon us, but that he would ask me to write to him to say when it would be convenient for us to entertain his claim to Leitrim, Cavan, and certain areas around there, as he was quite sure that he was a lineal descendant of O'Rorke of Breffni.[49]

This was a question that was laced with emotion and

Hogan had to face a series of amendments which would have extended the right of evicted tenants, or their descendants, to lodge a claim under the section, if the eviction had taken place since 1860, since 1833 or at any time in the past. There was also an amendment which proposed compensating evicted tenants in cash. Doing his best to inject some realism into the debate, Hogan pointed out that the effect of such an amendment would be to leave the government liable to claims for compensation from Irish emigrants all over the world. Eventually, he accepted the insertion of a proviso which allowed the Land Commission to consider the claims of evicted tenants from before 1878, but this meant very little as the proviso was tagged on to the clause dealing with landless men, and so would have been at the end of the Land Commission's list of priorities. Nevertheless, the inclusion of this clause allowed all sides to salvage some honour from the debate.[50]

The debate in the Seanad was of a different character from the one that had taken place in the Dail, with the almost complete absence of organised parties allowing individual Senators complete freedom to speak their minds on any issue and to vote with, or against, the government as they saw fit. Despite this freedom, the Seanad never, save on one occasion, went anywhere close to defying the wishes of the government in any division on the bill. The fifth stage of the bill was carried by an overwhelming 29 votes to 2; the dissenters being the most implacable opponents of the bill throughout its passage, Sir John Keane and John Counihan, a

member of the executive of the Irish Cattle Traders Association, while a third Senator, John Bagwell, would also have voted against the bill had he been present. Keane, in particular, opposed the basic principle of the bill and he fought Hogan doggedly on almost every issue. That he should have found himself in such an isolated position was a stark indication of how the political climate had changed since compulsory purchase had been ruled out in 1903.

The passage of the bill through the Seanad provided ample proof of the commitment of those ex-unionists present to serve in the best interests of the country, but it was also, as a number of Senators pointed out, a tribute to the skill and expertise of Hogan in guiding the bill. Anything less than a complete mastery of his brief would have been quickly exposed in the Seanad, where the collective legislative experience of land measures was much more impressive than in the Dail. This was highlighted by the presence of three members of the 1902 land conference; Colonel Sir William Hutcheson Poe, Sir Nugent Everard and the Earl of Mayo. The latter pair, in particular, proved, as Everard predicted, to be amongst the strongest supporters of the bill. The Earl of Dunraven, who had chaired the conference, was also a Senator, but was an infrequent attender and took no part in the debate on the bill.[52]

The greatest difficulty felt by most Senators, with regard to the bill, was the wide-ranging nature of the powers that were to be given to the Land Commission, especially in section 24. They did not, as some might have expected,

object to the compulsory purchase of tenanted land, and this provision passed as quietly as it had in the Dail. The automatic take-over, with certain exceptions, of all untenanted land which lay in the congested districts was much more contentious and was subjected to a number of amendments. One of these, which proposed removing the automatic, though not the compulsory, nature of the process, was only defeated by three votes, despite Hogan's assurance that the interests of the landowners would be taken into account.[53] Also strenuously opposed was the power that was to be given to the Land Commission to enable them to take any land for the relief of congestion. This, of course, affected demesne lands, but what worried Senators even more was the fact that land purchased under any previous land act would no longer be exempt from compulsory acquisition by the Land Commission.[54]

These clauses were defended resolutely by Hogan who argued that without them, the Land Commission would have no hope of tackling the problem of congestion and that one of the principal aims of the bill would have to be sacrificed. However, he was prepared to compromise, and in order to assuage, to some extent, the fears of some Senators, he agreed to insert a number of clauses which would prevent the Land Commission from abusing its powers. Two of these amendments were particularly significant. The Land Commission was not to exercise its power to acquire, for the relief of congestion, land otherwise exempted, if suitable land, that was not similarly exempted, was available in the locality. If the Land Commission acquired, under the same

clause, land that had been purchased under previous acts, then they were obliged to offer the owner another holding of a similar value. This amendment followed a warning from Andrew Jameson, a prominent banker, that, as the bill stood, land would be completely devalued as a banking security. Though Hogan had argued that the effects of these amendments were already in the bill, there is no guarantee that a court of law would have agreed, and when he introduced these amendments to the Dail, he generously admitted that they constituted `a real improvement in the bill.'[55]

While a number of Senators disagreed with the Earl of Mayo's assessment of the prices offered to landlords for tenanted land, as being at a level that `English landowners would jump at', there was no serious debate, nor any amendments proposed, on the matter.[56] Much more contentious was the proposed method for fixing the price of untenanted land. The bill declared that the price was to be fixed by the Land Commission, or, on appeal, by the Judicial Commissioner, and that in fixing the price, account should be taken of `the fair value of land to the Land Commission and the owner respectively.' This was unacceptable to some Senators who attempted, unsuccessfully, to ensure that the landowner, who could have been a grazier or a large farmer rather than a landlord in the traditional mould, would receive the full market value for his land that was, after all, being acquired by compulsion.

One of the weak links in this argument, as Keane realised, was that the criterion of fairness to both owner

and Land Commission had been included in the 1920 bill. When the report of the land purchase sub-committee of the Irish convention was being discussed in January 1918, Lord McDonnell had singled out this clause as being of great importance. Keane tried to counter these arguments by claiming that the 1920 bill was not an agreed measure, and in any case, was irrelevant to the bill before them. This merely reflected his frustration at Hogan's constant use of the 1920 bill to justify various clauses in the present measure and the pressure he successfully brought to bear on Senators, not to change an agreement already made.[57]

By the time the bill left both houses of the Oireachtas, it contained eighty sections as well as two schedules and was a comprehensive attempt to deal with the land problem. A Purchase Annuities Fund was set up, with a minimum of fuss, into which annuities due from the land purchase acts prior to 1923 would be paid, and from which these annuities would then be paid `to the appropriate authority for the credit of the Land Purchase Account or the Irish Land Purchase Fund'. Wide-ranging powers were to be given to the Land Commission to provide for the compulsory acquisition of turbary, the allocation of responsibility for the maintenance of embankments and watercourses, and the preservation of monuments and antiquities on agricultural land.

Sporting rights of little value on tenanted land were to be vested in the purchaser, but sporting rights on untenanted land acquired under the bill, as well as all fishing rights attached to acquired land, were to vest in the Land

Commission, who could then rent them out. Under the 1903 act, the ownership of sporting and fishing rights on each estate had been decided by the individual purchase agreement, with the Land Commission acquiring these rights only in the absence of agreement between vendor and purchaser on the matter. All mineral rights, excluding stone or sand, or mines already in operation, on land that would pass under the operations of the bill, were to be vested in the government, with provision being made that the owner of land on which minerals were successfully extracted, would be awarded a suitable share of the proceeds. This was an extension of the principle that had been adopted by the 1903 act, but which had then excluded from this provision, demesne lands resold to their owners. The appointed day was to vary from estate to estate and Hogan successfully resisted pressure from both chambers to fix a definite date.

When the bill had passed all stages in both houses, the government moved that it was `necessary for the immediate preservation of the public peace'. Article 47 of the constitution provided that there was to be an automatic stay of one week before any measures, except money bills, that had been passed by the Oireachtas would become law. If, during this period, a simple majority of Senators, or 40% of TDs, so demanded, then the legislation was to be suspended for ninety days, and if, during this ninety day period, a motion was passed with the support of 60% of Senators, or a petition signed by 5% of the voters on the registrar, then the bill in question would be submitted to a referendum. However, these

provisions could be circumvented if both houses agreed that the bill was `necessary for the immediate preservation of the public peace, health or safety.'[58] Initially, Darrell Figgis, who had been one of the prime movers in the drafting of the constitution, objected to the application of this emergency proviso to the land bill, as he considered it an unnecessary abuse of the constitution. However, he received no support, and Cosgrave, Wilson and Johnson all pointed out that were the bill to be delayed by one week, let alone by ninety days, there would be a large number of writs enforced for the collection of arrears and there was a real danger of serious unrest in many parts of the country. There were no objections to the resolution in the Seanad, although John O'Farrell warned that such acquiescence could not be taken for granted in other, less urgent cases.[59]

On 9 August 1923, a bill entitled, `An Act to amend the law relating to the occupation and ownership of land and for other purposes relating thereto', with a short title, `The Land Act, 1923', became law in the area of the Free State, and the agricultural landlord passed into history.[60]

CONCLUSION

In the popular mind, the history of Ireland is often seen as being a simple and straightforward story. It concerns the good guys versus the bad guys, the Irish versus the English, and the Catholics versus the Protestants; though the various adjectives used in describing the latter categories are easily interchangeable, depending on which side of the fence one was positioned. It is also a great romantic story, with repeated failures being climaxed at last by `success' and independence.

Such a story has, of course, an exceedingly strong cast of villains, with none playing their part better than the notorious landlords. This nefarious group first made their appearance in popular demonology at the time of the famine, when they heartlessly evicted the starving tenants because they could not pay their rents. The occasional kind landlord that met bankruptcy helping his tenants was merely the proverbial exception that proved the rule. This cruel ensemble continued with their foul deeds, casting entire families onto the side of the road on a whim, until they met their match in the heroes of the Land League, led by the noble, but flawed, Parnell, and the one-armed Davitt. The `Land War' that followed was one of the great setpiece confrontations in Irish history, though it is not generally known as to who actually won this war. What eventually

happened to the landlords is also somewhat obscure, but what is important is that they disappeared from view; so ending a distracting side-plot and leaving the twentieth century stage free for the climactic political struggle.

There is no doubt but that this simplified variety of Irish history has been of immense benefit to those with vested interests in perpetuating sterile beliefs and old stereotypes, but it has also given a great many people the reassurance that they `were on the right side'. That practically all cultures and groups on the island can claim to have been `on the right side', is an achievement that is perhaps peculiar to Ireland. Irish `history' has inspired countless ballads, poems and apocryphal stories, some of great literary merit. Even the most hardened, or disillusioned, of sceptics could hardly fail to be moved by de Valera's wonderful oratory during his reply to Churchill after the war. In what was probably the most memorable expression of the nationalist brand of history, he spoke of the `small nation that stood alone', `that could never be got to accept defeat', and, most poignantly of all, that `never surrendered her soul'.[1]

It is the outstanding achievement of twentieth century Irish historiography that, in a work such as this, one no longer feels it necessary to illustrate in detail how such a marvellous tale could not withstand the most cursory of examinations. In the light of all that has been written, anyone still writing an unreconstructed nationalist history of Ireland, could do so only if they had one eye open to the

imagination and the other eye closed to the truth. The pursuit of beliefs and self-vindication through history, have led to awkward evidence being jettisoned and uncomfortable facts being ignored. The truth is that all history, including Irish history, is never anything but complicated.

Unfortunately, even twentieth century Irish historiography is sometimes not complicated enough. The danger of over-simplification is always present, and in few fields of study, has this danger been more harshly realised than in the history of land purchase. As the introduction to this work has shown, land purchase has generally been regarded as a nineteenth century phenomenon. This is especially true if the nineteenth century is given an extension to 1903, when the Wyndham act comes slightly behind its time; although some brave souls have ventured to delay the end of the era until 1909. Even when writers, like Philip Bull, deal with the 1903 act, they are not so much concerned with its actual success, not to mention its failures, as a land purchase measure, as they are with the forlorn hopes that were briefly raised of a conciliation between the two political elites on the island.[2] To make land purchase fit into this neat scheme of interpretation, the completion of land purchase has been regarded as an inevitability, from even before the 1903 act, and the 1923 act, if it is mentioned at all, is regarded merely as a tidying up exercise. It would simply be too inconvenient to admit that there was a genuine land question in twentieth century Ireland.

What makes this consensus interpretation all the more difficult to understand is that it runs counter to the contemporary evidence, especially of those who were in the appropriate positions to know. There were between 50,000 and 70,000 unpurchased tenants in Ireland in 1916, depending on whose figures are believed, and Sir Henry Doran of the CDB warned that the patience of these men would not last indefinitely.[3] This warning was taken with the utmost seriousness by the members of the Irish convention, who believed that the solution of the land problem was a necessary prerequisite for political stability. The evidence of this belief lies in the fact that some of the ablest and most experienced of the delegates were appointed to the land purchase sub-committee. Yet, the principal historian of the convention devoted so little space to this committee, that one is left with the unmistakable impression that he regarded the committee as little more than an irrelevancy and a distraction to the main business of the convention, which would seem to have been a debate over who should control customs and excise.[4]

This reflection on the committee is grossly unfair, as it produced an outstanding report. The committee's first task had been to allocate responsibility for the collection of annuities. It decided that the provisions of the 1914 home rule act in this regard were unnecessary and unworkable, and that the Irish government should be made responsible for the collection of annuities and their payment to the Imperial exchequer. In the light of subsequent controversy, it is

worth noting that the idea that the Irish government might retain the annuities for their own benefit doesn't seem to have been mentioned. The Imperial exchequer, to which the Irish government would pay its share, was to be held liable for the administrative costs of land purchase and the completion of pending sales. The latter duty would be very expensive, involving the creation of large amounts of excess stock, but the committee felt that the government was under a solemn obligation to carry out these sales on the terms agreed.[5]

The committee then considered the reasons why land purchase had stopped, and concluded that the 1903 and 1909 acts were not equal to the task, despite the lavish praise that they had received. The problem with both acts was that the rates of stock that they used were set too low to be commercially attractive. The result was that the 1903 act proved to be enormously expensive for the government, as to raise the cash necessary to pay the vendor his purchase price and bonus, ever growing proportions of excess 2.75% stock had to be issued. The 1909 act stipulated that the vendors were to be paid their purchase price in 3% stock at face value, though the bonus remained in cash, but this merely transferred the burden from the government to the vendor, as such stock would be greatly depreciated if sold on the open market. To avoid these difficulties in the future, the committee recommended that new stock be issued at 5%, in the hope that the interest rate would be sufficiently high to avoid any great depreciation of the stock.[6]

It was in its proposals for the completion of land purchase that the committee really left its mark. Never before had landlords' representatives agreed in conference to the compulsory purchase of all tenanted land, and, by itself, this agreement should have merited the committee members a distinguished place in history. Equally significant, however, was the proposed method by which this compulsion was to be carried through. The automatic method would obviate the long drawn out negotiations that had been customary under previous acts, and that, given the compulsory nature of the agreement, would have been intractable in many cases. To have asked tenants to pay the same proportions of rent that their neighbours with similar holdings would have paid under the 1903 act was not unduly unfair, as, in the meantime, rents had not risen, and some had even decreased, while agricultural prices had increased appreciably. Perhaps the most radical of the committee's proposals concerned the automatic vesting in the CDB of all untenanted land that was situated in the congested districts; with the vendors not even being guaranteed the market value of their land. Though some of the committee members themselves would have been loath to admit it, this clause marked the future of land policy in Ireland. As all tenants became the purchasers of their holdings, land re-distribution was to assume huge importance in rural Ireland.[7]

Although the land purchase sub-committee of the convention concluded their report early in 1918, it was to be another five years before their work bore any tangible

fruits. In the meantime anarchy seemed to reign, and in the west, a land war broke out that was as vicious and intense as anything that had been seen in the previous century. While the British had taken effective action in 1918, by 1920 they no longer had the power to do so, even if they had the will. Instead, it was the Dail that intervened, in a desperate attempt to prevent the agrarian struggle from taking over completely in many areas, from the fight for independence. The Land Bank was a brave experiment, but it had limited resources and was operating at a time of very high land prices, and the fact that those tenants it had helped to purchase land had to be rescued by the government in 1923 is itself sufficient comment on its lack of long term success.[8]

The Land Settlement Commission of the Dail had to face similar problems. It had a tiny staff that operated under cover out of a land valuer's office, first in North Earl Street and later over Bewley's Tea Rooms in Westmoreland Street. It had just two full time commissioners to cover the entire country, and when the Provisional government came to power, its staff was slowly absorbed into the more traditional government departments. While neither the Land Bank nor the Land Settlement Commission had any enduring role to play in the new Free State, nevertheless, they had performed the immediate tasks asked of them with distinction. In the highly unusual circumstances of the time, they had the flexibility to respond as the occasion demanded; something that larger, more conventional, government institutions would probably have lacked. Unfortunately, both of their creators,

Robert Barton and Art O'Connor, opposed the Treaty, as did Conor Maguire one of the Commissioners, and their hard-earned experience was lost, for the time being at least. All three were to reap the reward for their services when de Valera came to power: Barton became head of the Agricultural Credit Corporation: Maguire became Chief Justice: and `the chubby, cheerful and good-looking' O'Connor was also appointed to the judiciary.[9]

When Patrick Hogan became Minister for Agriculture in the Provisional government, and subsequently in the Free State government, his brief was dominated by the question of land purchase policy. Within a short time, he was tentatively beginning the onerous task of drawing up a land purchase measure. In what was probably an attempt to shore up the value of the stock to be issued, and thereby to protect the landlords from its depreciation, the Provisional government in 1922 requested the British to provide financial credit for future Irish land stock. This, the British agreed to do, but naturally they wanted to ensure that they were giving their credit to a provision that was financially sound and they also wanted some security from the Irish government.[10]

This was a perfectly reasonable arrangement, but in cold print, it looked quite different. Hogan realised the danger that the financial agreement could be interpreted as giving Britain a veto over Free State land purchase legislation. This would have been a political catastrophe, so Hogan, acting on his own initiative, told the tenants that no

conditions had been entered into with the British. The direct consequence of this action was that the agreement had to be kept secret. It is ironic that when the agreement was used by the British during the row over the annuities, and then published by de Valera, the real reason for its secrecy was forgotten. The fact that the agreement came to light during the row over the annuities has tended to confuse the issue, and to obscure the fact that it was the British guarantee of stock and right of approval of the land bill, coupled with Hogan's denial of the latter, that had kept the agreement secret for so long.[11]

Having avoided a major political controversy so narrowly, there was no need to tell Hogan that land purchase was still an explosive political issue. Yet, the same year, 1923, he tackled the issue head on. First, he absorbed the CDB and the Land Settlement Commission into the newly reconstituted Land Commission, before he brought the land bill into the house. The political stakes were very high, both for Hogan personally and for the government. For both it was a resounding success. While Hogan received great praise from both Dail and Seanad, none was more lavish than that bestowed on him by the Labour TD, Sean Lyons, shortly after the bill was first read.

> I think the point of view the nation is taking at the present time is that the Minister for Agriculture should be looked upon as the idol of the people. In a very short time they will begin to realise that we have one man at least in Ireland who is able to satisfy the people.[12]

The reason why Hogan was suddenly so popular was that he had just brought in a bill that had finally abolished rural

landlordism in Ireland, at terms that were reasonably described by Darrell Figgis as being as fair as possible to both sides. It did not matter to most people that the bill was based largely on the proposals of the Irish convention, or on the 1920 land bill which the British government had fashioned from the same proposals. That it was based on the convention proposals was freely acknowledged by all the principal players, and in the Seanad, Hogan referred to the 1920 bill almost every second time he rose to speak. He used its origins to particularly good effect when the Seanad was debating the automatic vesting of untenanted land in the CDB and the compensation clauses for landowners in the same section. Many Senators realised the full significance of these proposals, and it took all of Hogan's powers of persuasion to prevent the government from being defeated. The previous agreement of landlords to these measures, and their origins in a landlord tenant committee, were the trump cards that he played at this crucial moment, and defeat was narrowly avoided.[13]

The 1923 land act was not the last piece of land purchase legislation to be passed by an Irish government, whether Free State or Republic. There were to be many more acts enlarging the powers of the Land Commission to acquire land for redistribution. There were also to be a number of amending acts regarding the transfer of ownership between landlord and tenant. These covered procedural matters and aimed to shorten what seemed to many the excessively long time that tenants had to wait before having the land vested

in them.[14] The real source of delay was the enormous amount of work suddenly presented to Land Commission officials, and changing the procedures made very little difference. Had an automatic method of price fixing not been adopted in 1923, then the delay would have been about three times as great. After 1923, there were no major changes in this method and no alteration of the scope of the act, as regards landlords and tenants. Very simply, this was because after 1923, there were no landlords left to buy out.

Notes to Introduction

1. J.C. Beckett, The making of modern Ireland, 1603-1923 (London, 1966) p.369
2. D.J. Hickey, and J.E. Doherty, A dictionary of Irish history, 1800-1980 (Dublin, 1980) p.287
3. Ibid, p.287
4. Ibid, p.288
5. Ibid
6. Ibid
7. Ibid
8. C.F. Kolbert, and T. O'Brien, Land reform in Ireland (Cambridge, 1975) p.43
9. C.J. Irwin, Seanad, 31 July 1923, Col.1743
10. Hickey, Dictionary p.87
11. Ibid, p.288
12. Ibid, p.289
13. Ibid
14. Kolbert, Land reform p.42
15. Philip Bull, `Land and politics, 1879-1903' in D.G. Boyce (ed.), The Revolution in Ireland, 1879-1923 (Dublin, 1988) p.24
16. Charles Townsend, `British policy in Ireland, 1906-21' in Boyce (ed.), Revolution p.177
17. R.F. Foster, Modern Ireland, 1600-1972 (London, 1988) p.414
18. R.B. McDowell, The Irish convention (London, 1970) p.4
19. Sir Henry Doran to the members of the Congested District Board, 4 Dec. 1916, (N.A., I.C.P.) p.1
20. Ibid,
21. Ibid, p.2
22. Ibid
23. Ibid, p.3
24. Ibid, p.5
25. Ibid
26. Ibid, p.1
27. Ibid, p.5
28. Ibid
29. Ibid
30. Ibid, p.1
31. Ibid, p.6
32. Ibid, p.7
33. Ibid, p.1
34. Ibid, p.8
35. Ibid
36. Ibid, p.9
37. Ibid, p.10
38. Ibid
39. Ibid, p.11
40. Ibid, p.1

Notes to Chapter One

1. F.S.L. Lyons, Ireland since the famine (London, 1975) p.383
2. R.B. McDowell, The Irish convention (London, 1970) p.76
3. Ibid
4. Ibid, p.77
5. Ibid
6. Ibid, p.84
7. Ibid
8. Ibid, p.120
9. Ibid, p.99
10. Confidential report to his Majesty the King by the Chairman, (N.A., I.C.P.) p.64
11. Ibid
12. D.J. Hickey and J.E. Doherty, A dictionary of Irish history, 1800-1980 (Dublin, 1980) p.333
13. Ibid, p.334
14. McDowell, Irish convention p.90
15. Ibid, p.87 and pp218-19
16. Ibid, pp88-9
17. Confidential Report, p.66
18. Minutes of land purchase group, 23-5 October 1917, (N.A., I.C.P.)
19. Report of the sub-committee on land purchase on the amendments referred to them by the convention on the 9th and 10th of January, 1918, I.C.23, (N.A., I.C.P.) p.9
20. Report of the sub-committee on land purchase, I.C.25, Appendix IX, Report of the proceedings of the Irish convention (N.A., I.C.P.) p.87
21. Confidential report, p.66
22. I.C.25 p.98
23. Ibid
24. Ibid
25. Ibid
26. Ibid
27. Ibid, p.100
28. Ibid, p.101
29. Ibid, p.98
30. Ibid, p.100
31. Ibid, p.99
32. Ibid
33. Ibid
34. Ibid, p.100
35. Ibid, p.87
36. Ibid, p.100
37. Ibid, p.87
38. Ibid
39. Ibid, p.100
40. Ibid
41. Ibid
42. Ibid, p.101
43. Ibid
44. Ibid
45. Ibid

46. Ibid
47. Minutes, 23-5 October 1917, p.2
48. I.C.25 p.87
49. Ibid
50. Ibid
51. Ibid, p.88
52. Ibid
53. Ibid, p.101
54. Ibid, p.100
55. Ibid, p.101
56. Ibid
57. Ibid, p.102
58. Ibid
59. Ibid, p.88
60. I.C.23, p.2
61. Ibid
62. I.C.25 p.88
63. Ibid

Notes to Chapter Two

1. Report of the sub-committee on land purchase, I.C.25, Appendix IX, Report of the proceedings of the Irish convention (N.A., I.C.P.) p.97
2. Ibid
3. Ibid, pp97-8
4. Ibid, p.98;
   Minutes of land purchase group, 23-5 Oct 1917, p.6;
   Minutes of land purchase group, 6-8 Nov 1917, p.1, (N.A., I.C.P.)
5. I.C.25 p.89
6. Ibid
7. Minutes, 23-5 Oct, p.7
8. I.C.25 p.89
9. Ibid, p.90;
   Minutes of land purchase group, 14-16 Nov 1917, p.2
10. I.C.25 p.90
11. Ibid
12. Ibid, pp90-1
13. Minutes, 6-8 Nov, p.8;
    I.C.25 p.91
14. I.C.25 p.91
15. Agenda for Wednesday, 9 January 1918, Convention Documents, Vol.II, (N.A., I.C.P.) p.23;
    Minutes, 23-5 Oct, p.15
16. I.C.25 p.91
17. Ibid;
    Minutes, 23-5 Oct, p.16
18. Minutes of the convention, 8 Jan 1918, (N.A., I.C.P.)
19. McDonnell's address to convention, Minutes of the convention, 8 Jan 1918,
20. Statement showing the decision of the convention on 22 March upon the report of the sub-committee on land purchase, I.C.32; (N.A., I.C.P.)
    Minutes of the convention, 22 March 1918,
21. I.C.25 p.91
22. Ibid
23. Ibid, pp103-4
24. Ibid, p.92
25. Minutes, 23-5 Oct, pp9-10
26. Ibid, p.9
27. I.C.25 p.92
28. Ibid
29. Ibid
30. Minutes, 23-5 Oct, p.9
31. I.C.25 pp92-3
32. David Fitzpatrick, Politics and Irish life, 1913-1921 (Dublin, 1977) p.48
33. I.C.25 p.93;
    Minutes, 14-16 Nov, pp7-9
34. I.C.25 p.93
35. Ibid
36. Minutes, 14-16 Nov, p.10
37. I.C.25 p.94

38. Ibid
39. Ibid, p.103;
Minutes, 23-5 Oct, p.14
40. I.C.25 p.94
41. Minutes of the convention, 10 Jan 1918,
42. Report of the sub-committee on land purchase on the amendments referred to them by the convention on the 9th and 10th January, 1918. I.C.23, (N.A., I.C.P.) p.6
43. Minutes, 23-5 Oct, p.11
44. Ibid, pp11-3
45. Report of sub-committee on land purchase, 4 Dec 1917, I.C.17, (N.A., I.C.P.) p.15
46. Ibid, p.19
47. I.C.25 p.94
48. Ibid, pp105-7
49. Ibid, p.94
50. Ibid, p.95;
McDonnell's address to convention,
51. I.C.25 pp95-6
52. R.B. McDowell, The Irish Convention (London, 1970) pp77-8
53. I.C.25 p.96
54. I.C.23, p.7;
I.C.25 p.96
55. I.C.32
56. I.C.25 p.97
57. I.C.32;
Minutes of the convention, 10 Jan 1918,

Notes to Chapter Three

1. R.B. McDowell, The Irish convention (London, 1970) pp77-8
2. Report of the sub-committee on land purchase, I.C.25, Appendix IX, Report of the proceedings of the Irish convention (N.A., I.C.P.) p.87
3. A bill to amend the law relating to the occupation and ownership of land in Ireland p.119, H.C. 1920, (234) vol.iii, Section 4
4. Earl of Mayo, Seanad, 1 Aug. 1923, Col.1868; David Fitzpatrick, Politics and Irish life, 1913-1921 (Dublin, 1977) p.308
5. Ibid, p.68
6. J.J. Lee, The Modernisation of Irish Society, 1848-1918 (Dublin, 1973) p.122
7. Fitzpatrick, Politics pp156-8
8. Art O'Connor, A brief survey of the work done by the Department of Agriculture, April 1919 to June 1921, Dail Eireann, 17 Aug 1921
9. Fitzpatrick, Politics pp239-41
10. Dail Eireann, 29 Jun 1920; Return showing particulars of lands dealt with by Agricultural Department and Land Commission of An Dail in period May 1st to December 31st, 1921, Dail Eireann, 17 Aug 1921
11. Dail Eireann, 4 Apr 1919
12. Dail Eireann, 19 Jun 1919
13. Dail Eireann, 20 Aug 1919
14. Dail Eireann, 27 Oct 1919
15. R.F. Foster, Modern Ireland, 1600-1972 (London, 1988) p.504; Dail Eireann, 26 Jun 1920, DE 2/64
16. Dail Eireann, 29 Jun 1920
17. Dail Eireann, 20 Jan 1921, DE 2/64
18. Ibid
19. Dail Eireann, 23 Aug 1921; Report and Balance Sheet for half-year ended 31 Dec 1921, National Land Bank Ltd, (N.A., S10953)
20. Dail, 6 July 1923, Col.357
21. Ibid; Patrick Hogan, Dail, 6 July 1923, Cols355-6
22. O'Connor, Survey of Dept. of Agriculture, 1919-21
23. Ibid
24. Ibid
25. Dail Eireann, 26 Jun 1920, DE 2/64
26. Fitzpatrick, Politics p.177
27. Return of lands, 1 May to 31 Dec 1921; Return showing particulars of lands dealt with by the Land Settlement Commission of An Dail in period January 1st to June 30th, 1921, Dail Eireann, 17 Aug 1921
28. Dail Eireann, 25 Aug 1921; Dail Eireann, 26 Jun 1920, DE 2/64
29. Dail Eireann, 17 Jun 1919
30. Dail Eireann, 20 Jan 1921, DE 2/64

31. Ibid
32. Art O'Connor, Memorandum on land schemes to relieve unemployment, 11 Mar 1921, DE 2/64

Notes to Chapter Four

1. D.J. Hickey and J.E. Doherty, A dictionary of Irish history 1800-1980 (Dublin, 1980) p.227
2. Ibid, pp566-70
3. The Government of Ireland Act, 1920, Section 26
4. John McColgan, British policy and the Irish Administration, 1920-22 (London, 1983) p.46; Government of Ireland bill: Outline of financial provisions H.C. 1920, (645) vol.xi; Government of Ireland bill: Further memorandum on financial provisions H.C. 1920, (707) vol.xi; Government of Ireland bill: Basis of financial estimates H.C. 1920, (706) vol.xi
5. F.S.L. Lyons, Ireland since the famine (London, 1975) p.708
6. Patrick Hogan to William Cosgrave, 14 Dec. 1922, (N.A., S1995)
7. Heads of working arrangements for implementing the Treaty, 24 Jan. 1922, Provisional Government Minutes, (N.A., G1/1)
8. The Provisional Government (Transfer of Functions) Order 1922, Section 4.(ii)
9. Report of committee on Irish affairs, 9 Nov. 1922, (N.A., Dept. of Finance, F37/4/29)
10. Hogan to Cosgrave, 14 Dec. 1922
11. Provisional Government Minutes, 22 Mar. 1922, (N.A., G1/1)
12. Hogan to Cosgrave, 14 Dec. 1922
13. Ibid
14. Secretary of State for the Colonies to Free State government, 10 Jan. 1923, (N.A., Dept. of Finance, F37/4/29)
15. Ronan Fanning, The Irish Department of Finance, 1922-58 (Dublin, 1978) p.136
16. Financial agreements between the Irish Free State government and the British government, 12 Feb. 1923, (N.A., S3459)
17. Report of the sub-committee on land purchase, I.C.25, Appendix IX, Report of the proceedings of the Irish convention (N.A., I.C.P.) pp87-8
18. Heads of arrangements for the Treaty, 24 Jan. 1922
19. Report of committee on Irish affairs, 9 Nov. 1922
20. Financial agreements, 12 Feb. 1923
21. Ibid
22. I.C.25 p.96
23. Hogan to Cosgrave, 14 Dec. 1922
24. Fanning, Finance pp136-8
25. Hogan to Cosgrave, 17 Apr. 1923, (N.A., S3192)
26. Ibid
27. Dail, 25 June 1925, Thomas Johnson, Cols1535-6; Patrick Hogan, Col.1538
28. Ibid, Col.1543
29. Hogan to Cosgrave, 17 Apr. 1923
29. Executive Council Minutes, 12 May 1923, (N.A., G2/2)

31. Dept. of Finance to Secretary of State for the Colonies, 17 Dec. 1923; Colonies to Finance, 12 Apr. 1924; Colonies to Finance, 12 June 1924; Finance to Colonies, 7 Aug. 1924; Colonies to Finance, 23 Aug. 1924, (N.A., S3459)
32. Provisional Government Minutes, 1 Feb. 1922, (N.A., G1/1)
33. Land Commission to Dept. of Finance, 11 July 1922, (N.A., Dept. of Finance 318/3)
34. Treasury to Dept. of Agriculture, 17 Mar. 1923, (N.A., Dept. of Finance 809/4)
35. Attorney General to Office of the Parliamentary Counsel, 24 Mar. 1923, (N.A., S2142)
36. Treasury to Dept. of Finance, 10 Apr. 1923; Treasury to Finance, 18 May 1923; Treasury to Finance, 29 May 1923; Treasury to Finance, 20 June 1923; Treasury to Finance, 23 June 1923; Land Commission to Finance, 28 June 1923; Finance to Treasury, 28 June 1923; Finance to Treasury, 29 June 1923; Land Commission to Finance, 30 June 1923; Finance to Treasury, 6 July 1923; Treasury to Finance, 7 July 1923; Treasury to Finance, 10 July 1923, (N.A., Dept. of Finance 809/4)
37. Dail, 17 Nov. 1922, Col.2226
38. Dail, 30 May 1923, Col.1255
39. Ibid, Col.1256
40. Sean Lyons, Dail, 30 May 1923, Cols1264-5
41. Land Commission to Dept. of Finance, December 1923, (N.A., Dept. of Agriculture AG1/G3427/23)
42. Kevin O'Shiel to Executive Council, (N.A., S2134); Dail, 6 Mar. 1923, Cols2020-1
43. Executive Council Minutes, 22 Mar. 1923, (N.A., G2/1); Executive Council Minutes, 13 Nov. 1923; Executive Council Minutes, 19 Nov. 1923, (N.A., G2/3)

Notes to Chapter Five

1. Dail, 1 Mar. 1922
2. Provisional Government Minutes, 10 Feb. 1922, (N.A.); Ibid, 26 Aug. 1922
3. The Land, (Dublin) 26 May 1923, p.5; Ibid, 9 June 1923, p.4
4. Hogan to Cosgrave, 7 Apr. 1923, (N.A., S3192)
5. Executive Council Minutes, 10 Dec. 1922, (N.A.)
6. Dail, 17 Nov. 1922, Col.2229
7. Executive Council Minutes, 23 Apr. 1923
8. Hogan to Cosgrave, 7 Apr. 1923,
9. Ibid
10. Financial agreements between the Irish Free State government and the British government, 12 Feb. 1923, (N.A., S3459); Hogan to Cosgrave, 17 Apr. 1923, (N.A., S3192)
11. The Land, 26 May 1923, p.5
12. Hogan to Cosgrave, 14 Dec. 1922, (N.A., S1995); Hogan to Cosgrave, 7 Apr. 1923; Hogan to Cosgrave, 17 Apr. 1923,
13. Hogan to Cosgrave, 7 Apr. 1923
14. Hogan to Cosgrave, 17 Apr. 1923,
15. The Land, 26 May 1923, p.5
16. Hogan to Cosgrave, 17 Apr. 1923,
17. Ibid
18. Dail, 28 May 1923, Col.1150; 14 June 1923, Col.1940; 19 June 1923, Col.2099; 3 July 1923, Col.27
19. Dail, 28 May 1923, Col.1160; Hogan to Cosgrave, 17 Apr. 1923,
20. Report of committee on Irish affairs, 9 Nov. 1922, (N.A., Dept. of Finance, F37/4/29)
21. Hogan to Cosgrave, 14 Dec. 1922,
22. Ibid
23. Hogan to Cosgrave, 17 Apr. 1923,
24. Executive Council Minutes, 12 May 1923; Dail, 28 May 1923, Col.1149
25. Dail, 5 July 1923, Cols253-92
26. Dail, 19 June 1923, Col.2103
27. The Land, 26 May 1923, p.5; Ibid, 16 June 1923, p.3
28. Dail, 19 June 1923, Hogan, Col.2100; 5 July 1923, Gorey, Col.268
29. Dail, 14 June 1923, Wilson, Col.1950; William Sears, Col.1953
30. Dail, 28 May 1923, Col.1149; 3 July 1923, Cols25-29; 5 July 1923, Col.248; Land Act, 1923, Section 6
31. Dail, 28 May 1923, Cols1149-50
32. Dail, 28 May 1923, Col.1160
33. Report of the sub-committee on land purchase, I.C.25, Appendix IX, Report of the procedings of the Irish convention, (N.A., I.C.P.) p.94
34. Dail, 3 July 1923, Col.24
35. Land Act, 1923, Section 5

36. Dail, 14 July 1923, Col.1951;
The Land, 9 June 1923, p.4
37. Donal O'Sullivan, The Irish Free State and its Senate (London, 1940) p.645;
Land Act, 1923, Section 4
38. Land Act, 1923, Section 19;
Hogan to Cosgrave, 14 Dec. 1922,
39. Dail, 4 July 1923, Cols113-38; 19 June 1923, Cols2102-3
40. Dail, 28 May 1923, Cols1157-8; 3 June 1923, Col.72
41. Land Act, 1923, Section 19.(5)
42. Dail, 23 July 1923, Col.1236
43. Land Act, 1923, Section 24.(1)
44. Land Act, 1923, Section 24.(2), 24.(3)
45. Dail, 19 June 1923, Col.2086
46. Dail, 14 June 1923, Col.1951
47. Land Act, 1923, Section 28;
Ibid, Section 29
48. Ibid, Section 31;
Hogan to Cosgrave, 7 Apr. 1923;
Dail, 6 July 1923, Col.333
49. Dail, 14 June 1923, Col.1969
50. Dail, 6 July 1923, Cols316-21
51. Seanad, 3 Aug. 1923, Cols2176-8
52. Seanad, 3 Aug. 1923, Cols2163-76;
F.S.L. Lyons, Ireland since the famine, (London, 1971) p.218
53. Seanad, 31 July 1923, Cols1795-6
54. Seanad, 31 July 1923, Cols1770-91
55. Land Act, 1923, Section 24.(5), 24.(4).(b);
Dail, 8 Aug. 1923, Cols1965-72
56. Seanad, 27 July 1923, Col.1471
57. Land Act, 1923, Section 25.(2);
Seanad, 1 Aug. 1923, Cols1897-1922;
McDonnell's address to the convention, Minutes of the convention, 8 Jan. 1918, (N.A., I.C.P.)
58. Constitution of the Irish Free State, Article 47
59. Dail, 8 Aug. 1923, Cols1983-90;
Seanad, 8 Aug. 1923, Cols2179-82
60. Land Act, 1923

Notes to Conclusion

1. Eamon de Valera, Radio broadcast, 17 May 1945, quoted in D.J. Hickey and J.E. Doherty, A dictionary of Irish history, 1800-1980 (Dublin, 1980) pp125-6
2. Philip Bull, 'The significance of the nationalist response to the Irish land act of 1903' in I.H.S. xxviii, no.111, (May, 1993)
3. Sir Henry Doran to the members of the Congested Districts Board, 4 Dec. 1916, (N.A., I.C.P.) p.6
4. R.B. McDowell, The Irish convention (London, 1970)
5. Report of the sub-committee on land purchase, Appendix IX, Report of the proceedings of the Irish convention I.C.25, (N.A., I.C.P.) pp87-8
6. Ibid, p.92
7. Ibid, p.89
8. Dail, 6 July 1923, Patrick Hogan, Cols355-6; Ernest Blythe, Col.357
9. Leon O Broin, Just like yesterday (Dublin, 1985) pp43-8
10. Report of committe on Irish affairs, 9 Nov. 1922, (N.A., Dept. of Finance, F37/4/29); Financial agreements between the Irish Free State government and the British government, 12 Feb. 1923, (N.A., S3459)
11. Hogan to William Cosgrave, 17 Apr. 1923, (N.A., S3192)
12. Dail, 30 May 1923, Col.1264
13. Seanad, 31 July 1923, Cols1795-6; Ibid, 1 Aug. 1923, Cols1897-1922
14. In the period 1922-92, there have been 28 different acts of the Oireachtas dealing with land purchase. The major acts, after 1923, were in: 1927, 1931, 1933, 1936, 1939, 1950, 1965, and 1992, when the Irish Land Commission (Dissolution) Act, 1992, was passed. Public statutes of the Oireachtas 1922-92

BIBLIOGRAPHY

PRIMARY SOURCES:

Unpublished material:

National Archives:

`Confidential report to his Majesty the King by the chairman of the Irish convention' 1918

Files of the Department of Agriculture

Files of the Department of Finance

Files of the Department of the Taoiseach, [S Files]

Irish convention documents, (I.C.P.)

Irish convention series, (I.C.P.)

Memorandum from Sir Henry Doran to the members of the CDB, 4 Dec. 1916, (I.C.P.)

Minutes of the Executive Council of the Irish Free State, 1922-24

Minutes of the Irish convention, 1917-18, (I.C.P.)

Minutes of the land purchase sub-committee of the Irish convention, 1917-18 (I.C.P.)

Minutes of the Provisional government, 1922

Official reports and publications:

Iris Oifiguil 1922-23

Report of the proceedings of the Irish convention, 1917-8 (N.A.)

Reports of the Land Commission, 1922-27

Parliamentary publications

Government of Ireland Act, 1920 [U.K.]

Parliamentary Debates, Dail Eireann

Parliamentary Debates, Seanad Eireann

Parliamentary Papers, House of Commons, 1920

Provisional Government (Transfer of Functions) Order, 1922, [U.K.]

Public Statutes of the Oireachtas 1922-92

Newspapers:

The Clare Champion (Ennis)

The Cork Examiner (Cork)

The Irish Times (Dublin)

The Land (Dublin)

Contemporary publications:

Cambray, Philip, Irish affairs and the home rule question (London, 1911)

Castletown of Upper Ossory, Lord, `Land wars of the past - and the way to peace' in W.G. Fitzgerald (ed.),

The voice of Ireland (Dublin, [1923])

Dalton, E.A., History of Ireland vi, (London, 1910) vii and viii, (London, 1925)

Doran, Sir Henry, `The earliest of all evictions' in W.G. Fitzgerald (ed.), The voice of Ireland (Dublin, [1923])

Doran, Sir Henry, `Self-help among the western "Congests"' in W.G. Fitzgerald (ed.), The voice of Ireland (Dublin, [1923])

Dunraven, Earl of, The outlook in Ireland (Dublin, 1907)

Dunraven, Earl of, The legacy of past years (London, 1911)

Gwynn, Stephen, Ireland (London, 1924)

`I.O.', The administration of Ireland, 1920 (London, 1921)

O'Connor, Sir James, History of Ireland, 1798-1924 ii, (London, 1926)

Plunkett, Sir Horace, Ireland in the new century (London, 1904)

Sears, William, `To lift the "Curse of Cromwell"' in W.G. Fitzgerald (ed.), The voice of Ireland (Dublin, [1923])

Smith Gordon, Lionel, `Ireland's official bank' in W.G. Fitzgerald (ed.), The voice of Ireland (Dublin, [1923])

Later works written by contemporaries:

Arensberg, Conrad, The Irish countryman (London, 1937)

Curtis, Edmund, A history of Ireland (London, 1936)

O Broin, Leon, Just like yesterday (Dublin, 1985)

O'Sullivan, Donal, The Irish Free State and its Senate (London, 1940)

Pomfret, J.E., The struggle for land in Ireland, 1800-1923 (New York, 1930)

Works of reference:

Boylan, Henry, A dictionary of Irish biography (Dublin, 1978)

Canning, B.J., Bishops of Ireland, 1870-1987 (Ballyshannon, 1987)

Crone, J.S., A concise dictionary of Irish biography (Dublin, 1928)

Dictionary of national biography, 1922-30 (London, 1937)

Hickey, D.J., and Doherty, J.E., A dictionary of Irish history, 1800-1980 (Dublin, 1980)

Moynihan, Maurice, (ed.), Speechs and statements by Eamon de Valera, 1917-73 (Dublin, 1980)

Thom's Irish Who's Who, 1923 (Dublin, 1923)

Who's Who, 1922 (London, 1922)

SECONDARY SOURCES:

General histories:

Beckett, J.C., The making of modern Ireland, 1603-1923 (London, 1966)

Coogan, T.P., Ireland since the Rising (London, 1966)

Fanning, Ronan, Independent Ireland (Dublin, 1983)

Foster, R.F., Modern Ireland, 1600-1972 (London, 1988)

Hoppen, K.T., Ireland since 1800: conflict and conformity (London, 1989)

Lee, J.J., The modernisation of Irish society, 1848-1918 (Dublin, 1973)

Lee, J.J., Ireland, 1912-85, politics and society (Cambridge, 1989)

Lyons, F.S.L., Ireland since the Famine (London, 1977)

Murphy, John A., Ireland in the twentieth century (Dublin, 1975)

Special topics

Bew, Paul, `The Land League ideal: achievements and contradictions' in P.J. Drudy (ed.), Ireland: land, politics and society Irish Studies, 2, (Cambridge, 1982)

Bull, Philip, `Land and politics, 1879-1903' in D.G. Boyce (ed.), The revolution in Ireland, 1879-1923 (Dublin, 1985)

Bull, Philip, `The significance of the nationalist response to the Irish land act of 1903' in I.H.S. xxviii, no.111, May 1993

Canning, Paul, British policy towards Ireland, 1921-41 (Oxford, 1985)

Curran, J.M., The birth of the Irish Free State, 1921-23

(Alabama, 1980)

Dangerfield, George, The damnable question: a study in Anglo-Irish relations (London, 1977)

Farrell, Brian, The founding of Dail Eireann (Dublin, 1971)

Fitzpatrick, David, Politics and Irish life, 1913-21 (Dublin, 1977)

Fitzpatrick, David, `Class, family and rural unrest in nineteenth century Ireland' in P.J. Drudy (ed.), Ireland: land, politics and society Irish Studies, 2, (Cambridge, 1982)

Fanning, Ronan, The Irish Department of Finance, 1922-58 (Dublin, 1978)

Harkness, D.W., The restless dominion (London, 1972)

Hartley, Stephen, The Irish question as a problem in British foreign policy, 1914-18 (London, 1987)

Higgins, Michael D., and Gibbons, J.P., `Shopkeeper-graziers and land agitation in Ireland' in P.J. Drudy (ed.), Ireland: land, politics and society Irish Studies, 2, (Cambridge, 1982)

Kolbert, C.F., and O'Brien, T., Land reform in Ireland (Cambridge, 1975)

McColgan, John, British policy and the Irish administration, 1920-22 (London, 1983)

McDowell, R.B., The Irish convention (London, 1970)

Meenan, James, The Irish economy since 1922 (Liverpool, 1970)

Mitchell, Arthur, Labour in Irish politics, 1890-1930 (Dublin, 1974)

Nolan, William, `New farms and fields: migration policies of

state land agencies, 1891-1980' in W.J. Smyth and Kevin Whealan (ed.), Common Ground (Cork, 1988)

O Tuathaigh, M.A.G., `The land question, politics and Irish society, 1922-60' in P.J. Drudy (ed.), Ireland: land, politics and society Irish Studies, 2, (Cambridge, 1982)

O'Sullivan, Thomas, `Land policy in Ireland' in Davis McEntire and Danilo Agostini (ed.), Toward modern land policies (Padua, [N.D.])

Rumpf, E., and Hepburn, A.C., Nationalism and socialism in twentieth century Ireland (Liverpool, 1977)

Townsend, Charles, `British policy in Ireland, 1906-21' in D.G. Boyce (ed.), The revolution in Ireland, 1879-1923 (Dublin, 1985)