

The Land Commission

The Land Commission was set up under Gladstone's Second Land Act of 1881. Its purpose was to fix fair rents where disputes existed between landlords and tenants. Under later land purchase acts, Land Commission activity involved facilitating the transfer of land from landlord to tenant. The Land Commission also took over the powers and records of other state bodies, and over the years was given additional functions to perform.

The following article taken from the Cork Examiner newspaper might be of interest to O'Sheas whose ancestors came from the Iveragh Peninsula as several references are made to Sheas who were tenants on land on various estates near Ballinskelligs, Cahirciveen and Glencar.

Cork Examiner August 1, 1883

KERRY LAND COMMISSION

The Benefits of the Land Act; How they may be lost and how they may be secured.

Judgement in the Cahirciveen Land Cases

Dingle, Monday

Commissioners MacCarthy, Haughton, New--- O'Shaughnessy, and Adamson, with Mr Oliver Burke, Registrar, arrived here to-day – H.M. – Britomart, and shortly afterwards ---- proceedings in the Courthouse. About 160 cases on the estate of Lord Ventry and others are listed for trial.

Before proceeding with the Dingle cases, Mr Commissioner MacCarthy made the following statement and delivered judgement in the cases heard Cahirciveen:- I am told that in this remote district and in other outlying districts in Kerry the poorer and less educated farmers do not yet understand the change in their position and prospects brought about by recent legislation. I, therefore, propose to explain shortly what these changes are, how their benefits may be obtained, how they may be lost, and how they may be turned into the best account. Hitherto the rent of an ordinary tenant from year to year was practically fixed by his landlord and might be increased by a few months notice whenever the landlord liked. Now the rent may be fixed by an impartial tribunal. When so fixed it cannot be raised at all for 15 years and it can only be raised subject to the approval of the Court. Hitherto an ordinary tenant from year to year could be turned out at a few months notice; now he cannot be turned out (except by his own default) for 15 years and in the last of the 15 years he can apply for a further term of 15 years, and so on without limit, so that speaking generally, the tenant has got a term of 15 years renewable for ever. Before 1870 any improvements made by such a tenant became practically speaking the landlord's; now they really belong to the tenant and he may work away in the sure conviction that he can never lose the benefit of them of be charged with rent in respect of them. But how can a yearly tenant secure these benefits? The best of all ways is to come to a friendly settlement with his landlord, when a --- agreement signed and filed will accomplish all that is necessary. If this cannot be done the tenant should instruct his solicitor to file an originating notice on which in due time the court will hear what both parties have to say, examine the land, and fix a fair rent according to the best judgement of three impartial men. But how can these benefits be lost? They may be lost and lost for ever by non payment of rent. This is a point tenants should look at sharply. No one could blame them much for not being punctual in paying an unfair rent; but no one will pity them for not paying punctually a fair rent, especially as if they don't do so not only will they lose most of the benefits of the act but the incoming tenants will lose them also. Again the benefits of the act may be lost by the sub division or sub-letting without the landlord's consent in writing. Hitherto, there was much laxity in the matter, and much misery caused by it. Henceforward, statutory tenants should remember that if they divide or sublet these lands without the landlord's written consent (except for con acre or temporary grazing) they at once become liable to notice to quit and eviction. Similar consequences will properly result if they dilapidate their buildings or deteriorate the soil. There are some other statutory conditions but these are the principal ones, and it is for the benefit of every one concerned that they should be thoroughly known. Lastly, if I am asked how the benefits of the act may be may be availed of by the tenants I can only give the obvious answers by their setting to work in good earnest to improve their ---, their butter, their buildings and their lands. Hitherto there were many and real excuses and all the world would cry shame on them if they do not fail to work like the peasantry of other countries. The evil conditions of the past, its insecurities, its uncertainties, its discouragements, and its contentions are gone forever. Let its bad

habits be shaken off-let its animosities be forgotten-and let everyone concerned co-operate to promote the agricultural prosperity which comes and can come only from industry, order and peace.

Estate of John Henry Sugrue

This estate consists in part of the old property of the Sugrue family and in part of an estate purchased in 1854 by the late Mr Charles Sugrue. It is situate near **Ballinskelligs Bay**, where the tenants have convenient access to sand and seaweed. It consists of mixed hill, ---- and clay land. There was a considerable rise of rent in 1866, but we have no evidence of nay other rise. The management of the estate appears to have been in many respects considerate for the tenants and the rent-books display occasional expenditure for their benefit. In some instances the tenants have made improvements which are of course, exempted from rent. In other cases, and especially in the case of **Michael Shea**, the land has been desecrated by the tenant's neglect, and we have, of course, taken care in such cases, the tenant does not profit by his own wrong doing. The landlord kindly waived some objections as --- sub-letting. My colleague's careful inspection of the lands discloses great inequality in the --- and in most cases the necessity for considerable reduction. We fix the rents as follows:

| Tenant | Old Rent £/s/d | New Rent £/s/d | Val. Of Ten. £ |
|---------------------|-------------------|-------------------|----------------------|
| Bat English | 13/0/0 | 9/0/0 | 65 |
| Mary English | 13/0 /0 | 9/0/0 | 65 |
| J Fitzgerald | 20/0 /0 | 19/0/0 | 170 |
| W. Goggin | 34/0/0 | 19/0/0 | 240 |
| Maurice Walsh | 19/0/0 | 10/0/0 | 75 |
| John Walsh | 15/0/0 | 9/0/0 | 80 |
| O(?) Segerson | 7/0/0 | 7/10/0 | 60 |
| Michael Walsh | 30/0/0 | 22/0/0 | 200 |
| Daniel Sugrue | 8/0/0 | 4/0/0 | 35 |
| Charles Shea | 12/6/8 | 10/10/0 | 95 |
| M and J Shea | 10/0/0 | 8/10/0 | 80 |
| Michael Shea | 21/13/4 | 18/0/0 | 140 |

The case of John Moran and John Leary are adjourned for survey. We regret to state that the surveys furnished to us on the part of these tenants were seriously inaccurate. The case of Mary Walsh is dismissed for sub-letting, but as her son is in occupation it seems a case for friendly adjustment.

Estate of Charles Sugrue

This estate lies in the same district and has somewhat similar characteristics and history. The land is however, poorer, the rents higher, and the necessary reductions greater. An interesting legal question arises in the case of **Michael Shea**. His holding appears in the ordnance map as part of the demesne land attached to **Fermoyle Castle**, and it was formerly called "The Castle Farm". The house on it used to be known as the "lodge" and was occasionally used as a country residence by the late Mr Charles Sugrue. About twenty years ago a new mansion was built on the next adjoining land. This holding was not included in ambit of the new demesne, but the stables and coachhouse upon it were used as appurtenances of the new mansion. The only plantation attached to the mansion is on this holding. About the same time and during the life of the late owner, it was let as an ordinary agricultural farm. An interval occurred during which it was in possession of a dairyman. In 1879, being three years after the present landlord became of age, it was let by his agent in yearly tenancy to the present applicant. Under any circumstances we would not have been disposed to reduce a rent which in the worst of the bad years was voluntarily undertaken by the tenant. But the more difficult question arose as to whether or not the holding was excluded from our jurisdiction as ---- land under the operation of the 58th section, sub-section 2, of the Land Law (Ireland) --. This question is not free from doubt --- on he who--, seeing that the land was --- land, that it is immediate proximity to the new mansion, and that the out offices and plantation attached to the mansion are actually ---- to divest it of its original character to convince us that it was the real intention of the parties or the legal effect of their acts to seregate it as a

distinct agricultural holding on which the law would now stamp the character of a virtual perpetuity. We, therefore, dismiss the case. The following is our adjustment of the other rents:

| Tenant | Old Rent £/s/d | New Rent £/s/d | Value of Tenancy £ |
|---------------------|-------------------|-------------------|-----------------------|
| Martin Shea | 16/5/0 | 13/0/0 | 100 |
| Michael King | 53/0/0 | 34/10/0 | 200 |
| James Keating | 17/0/0 | 9/0/0 | 70 |
| Patrick Shea | 51/10/0 | 37/10/0 | 200 |
| Patrick Shea | 22/0/0 | 16/15/0 | 120 |
| C and D Sugrue | 48/0/0 | 33/12/0 | 200 |
| M and P Keating | 45/0/0 | 32/0/0 | 200 |
| John M'Carthy | 20/10/0 | 12/5/0 | 95 |
| Timothy Riordan | 15/10/0 | 8/10/0 | 70 |
| John Connell | 20/0 /0 | 11/0 /0 | 100 |
| Michael Shea | 12/0/0 | 8/5/0 | 60 |
| Matthew M'Carthy | 16/0/0 | 16/10/0 | 125 |
| Cornelius M'Carthy | 9/0/0 | 7/12/0 | 60 |
| Daniel M'Carthy | 13/0/0 | 6/0 /0 | 55 |
| Crohan Shea | 13/0/0 | 6/0/0 | 55 |

The case of Patrick Sugrue is adjourned for survey, the area agreed on in court being apparently 20 acres in excess of the real area.

Estate of Captain Edmund Burke

The estate lies near the village of **Dungeagon** [near Ballinskelligs], in the same picturesque, but not fertile district. It formerly belonged to the late General Burke. We had no evidence of any expenditure by the landlord. Neither had we evidence of any increases of rent by him. The tenants have the advantage of easy access to excellent seas and inspection of the land shows that the rents require some but not very considerable reduction. We fix them as follows:

| Tenant | Old Rent £/s /d | New Rent £/s/d | Value of Tenancy £ |
|-------------------|--------------------|-------------------|-----------------------|
| Michael Sugrue | 12/0 /0 | 9/10/0 | 70 |
| Florence Sullivan | 8/0/0 | 5/5/0 | 45 |
| Maurice Curran | 8/0/0 | 6/10/0 | 55 |
| John Murphy | 10/0/0 | 9/0/0 | 70 |
| Patrick Sugrue | 10/10/0 | 7/15/0 | 60 |
| Florence Sullivan | 9/10/0 | 7/5/0 | 60 |
| Jeremiah Moran | 12/0/0 | 9/10/0 | 75 |
| Michael Sullivan | 9/10/0 | 7/15/0 | 65 |
| Humphrey Leary | 12/0/0 | 9/0/0 | 70 |
| John Cremin | 12/0/0 | 9/0/0 | 70 |
| Jeremiah Moriarty | 10/10/0 | 7/5/0 | 60 |

The case of Thomas Connell is dismissed for subdivision without the consent of the landlord.

Estate of Thomas Austin Fitzgerald

This estate is in the same neighbourhood and belongs to the Christian Brothers. The tenants possess useful seaside privileges and grazing rights. They have been assisted by expenditure under the Board of Works. In the case of John Sullivan e would have felt bound to increase his very fair and moderate rent if we had not seen reason to believe that the present condition of his holdings was to a considerable extent due to his own improvements. In the other cases we consider that the rents are too high.

| Tenant | Old Rent £/s/d | New Rent £/s/d | Val. Of Tenancy |
|----------------------|-------------------|-------------------|-----------------|
| John Sullivan | 3/0/0 | 3/0/0 | 40 |
| Patrick Sugrue | 9/17/0 | 7/2/0 | 55 |
| Jeremiah Shea | 10/0/0 | 7/0/0 | 50 |
| James Brennan | 12/5/0 | 8/18/0 | 70 |

Estate of Capt. James J. Magill

I regret to say that after the loss of a laborious day my colleagues found it impossible to proceed with the inspection of this estate owing to the inaccuracy of the survey furnished on behalf of the tenants. These cases must therefore be adjourned until our next sittings in Cahirciveen by which time we hope that accurate surveys may be in readiness. It is of course impossible to fix rents on areas inaccurately estimated.

Estate of Thomas A. Stoughton

We have had to deal with several holdings in this estate, some in the neighbourhood of **Cahirciveen**, some at the top of **Waterville Lake** and some on the banks of the River Inny. They differ much in characteristics, but nearly all appear to have been managed in a way which, although in most instances needing some revisions in respect of rent, was on the whole kindly and considerate. The following is our adjustment:

| Tenant | Old Rent £/s/d | New Rent £/s/d | Val. of Tenancy £ |
|---------------------|-------------------|-------------------|----------------------|
| Ml. Sullivan, jun. | 15/0/0 | 15/0/0 | 130 |
| Maurice Keary | 13/15/0 | 10/0/0 | 70 |
| Daniel Curran | 11/8/0 | 10/0/0 | 70 |
| Timothy Shea | 23/13/0 | 18/0/0 | 130 |
| Denis Casey | 21/10/0 | 17/0/0 | 140 |
| Patrick Casey | 2/15/0 | 2/15/0 | 20 |
| Patrick Casey | 20/10/0 | 16/0/0 | 140 |
| Patrick Casey | 10/0/0 | 10/0/0 | 70 |
| Ml. Donoghue | 8/10/0 | 7/0/0 | 50 |
| Roger Donoghue | 10/10/0 | 8/0/0 | 60 |
| Daniel Connor | 13/0/0 | 12/10/0 | 90 |
| James Kelly | 15/11/0 | 11/15/0 | 80 |

The cases of Daniel Sullivan, Michael Sullivan, senr. and Mary Curran are dismissed for subletting without the landlord's consent.

Estate of The M'Gillicuddy

The holdings recently submitted to us for adjudication are on the shore of **Carah Lake**, and near the well-known Glencar Hotel. They consist of rocky-grazing, with some patches of nice tillage land. The following is our revision:

| Tenant | Old Rent £/s/d | New Rent £/s/d | Val. of Tenancy £ |
|---------------|-------------------|-------------------|----------------------|
| Bart. Doherty | 15/14/4 | 14/10/0 | 140 |
| J & D Foley | 21/15/0 | 17/10/0 | 150 |

The case of **Humphrey and Peter Shea** is adjourned for the production of the deed which the tenant undertook in court to have executed in default of which his case must be dismissed.

The case of **Michael Shea** and Patrick Mahony is dismissed, one of the parties only having authorised the service of the originating notice.

The case of M and J Foley is dismissed for subletting without the landlord's consent.

The case of Patrick Foley is adjourned for inspection.

Estate of Daniel Charles O'Connell

The holdings of the following cases are situated on the upper shore of **Derrianna Lake**. The rents were fixed as follows:

| Tenant | Old Rent £/s/d | New Rent £/s/d |
|--------------------|-------------------|-------------------|
| Bartholomew Connor | 24/0/0 | 19 |
| Martin Coffey | 12/0/0 | 9 |

Estate of Robert S. Palmer

We think the rent of John Sullivan should be reduced from £10 4s to £8 5s. The judicial rent of **Cornelius Shea** was fixed by consent at his present rent of £2 10s.

In the case of **Denis Shea**, tenant, Catherine Hewson, landlord, we reduce the rent from £1 16s to £1 5s, on the understanding the tenant has a right to cut turf for domestic use only.

Estate of John F. Fitzgerald

The following additional farms on this estate were submitted for our adjudication. We fix the rent as follows:

| Tenant | Old Rent £/s/d | New Rent £/s/d | Value of Tenancy £ |
|-------------------|-------------------|-------------------|-----------------------|
| Patrick P. Kelly | 15/0/0 | 11/10/0 | 80 |
| Gobby Shea | 22/0/0 | 15/0/0 | 110 |
| Patrick Coffey | 24/0/0 | 16/10/0 | 150 |
| Daniel Fenton | 47/10/0 | 30/0/0 | By Con. |

Estate of Lord Landsdowne

The holdings in the following cases are in the immediate neighbourhood of **Cahirciveen**. In some cases, we think, the existing rents fair. In the other cases they need some revision. The tenants are to be allowed half county-cess, and to be exempt from future instalments of Board of Works loans:

| Tenant | Old Rent £/s/d | New Rent £/s/d | Value of Tenancy £ |
|-------------------|-------------------|-------------------|-----------------------|
| John Coffey | 17/4/0 | 17/4/0 | 175 |
| Thomas O'Sullivan | 20/0/0 | 20/0/0 | 200 |
| Timothy Sugrue | 14/5/0 | 13/15/0 | 125 |
| Catherine Coffey | 30/12/0 | 25/15/0 | 280 |
| Eliza Kelly | 7/10/0 | 7/6/0 | 65 |
| William Potts | 17/10/0 | 15/15/0 | 145 |

Estate of Sir Maurice O'Connell

The following holdings are in the same neighbourhood as those last mentioned, but we think that in some instances the existing rents need a greater reduction. We fix them as follows:

| Tenant | Old Rent £/s/d | New Rent £/s/d | Value of Tenancy £ |
|------------------|-------------------|-------------------|-----------------------|
| H and J Keating | 14/16/0 | 10/0/0 | 70 |
| John Casey | 10/9/0 | 10/9/0 | 100 |
| Thomas Connor | 18/13/6 | 16/8/0 | 155 |
| Michael Griffin | 24/18/0 | 18/5/0 | 200 |
| Cornelius Connor | 10/9/0 | 9/0/0 | 70 |
| Denis Connor | 42/0/0 | 37/10/0 | 250 |
| Mary Walsh | 16/12/0 | 10/5/0 | 80 |
| William Garvey | 18/13/8 | 15/7/6 | By cons't |

The case of Mary Connell is dismissed, as she did not appear to have authorised the service of the originating notice.

Estate of Ponsonby Blennerhassett, M.P.

The following are mountain farms in the neighbourhood of **Cahirciveen**. They came only recently into the possession of the present landlord, and he has already, through the instrumentality of the Board of Works, made a considerable expenditure on drains, roads, and fences. My colleagues regret to observe that in these, as in too many other cases in Kerry, owing to the imperfect supervision and careless certifying of such works the results bear little proportion to the expenditure. In the first case some mistake appears to have occurred about the rent. It is considerably too high. The other cases need comparatively slight revision.

| Tenant | Old Rent £/s/d | New Rent £/s/d | Value of Tenancy £ |
|-------------------|-------------------|-------------------|-----------------------|
| Eugene O'Sullivan | 23/17/5 | 13/10/0 | 100 |
| Patrick Garvey | 30/0/0 | 27/10/0 | 280 |
| Timothy Heffernan | 18/8/0 | 10/10/0 | 75 |