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“IMPEDIMENTS

TO

AGRICULTURAL IMPROVEMENT”

CONSIDERED,

IN A PAPER

READ BEFORE THE

BURTON-UPON-TRENT FARMERS' CLUB,

ON THURSDAY, SEPTEMBER 23, 1847.

BY

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ADVERTISEMENT.

I AM induced, as well by the request of many Practical Agriculturists, as from the importance of the subject discussed, to publish, in the form of a pamphlet, the following Considerations. The remarks made by Messrs. Chawner and Bass are taken from their speeches, as reported in the Daily Reporter.

C. R. COLVILE.

IMPEDIMENTS
TO
AGRICULTURAL IMPROVEMENT
CONSIDERED.

THE subject to which I have undertaken to call your attention this evening, is that proposed in the question I have just read—

“What are the practical impediments to agricultural improvement?” or, in other words, what are the causes which prevent the whole of the soil of Great Britain yielding that amount of produce which individuals in isolated cases have proved it capable of bearing? I am fully conscious how unable I am to treat this subject with perspicuity, and to trace in all its varied ramifications this truly important and comprehensive question; but, relying on your kind indulgence, and feeling that I appear before you in the

double capacity of landowner and land occupier, and consequently participating in the interests and anxieties of both, I shall, to the best of my ability and power, bring the subject under your consideration. I will endeavour to show, without "favour, fear, or affection," what I believe are those causes which retard and hinder the full development of British husbandry. In my judgment, then, there are five great chief causes. Of these, I place first in order, a want of security to the tenant that the capital he may invest in the cultivation and permanent improvement of his land, if judiciously expended, will be restored to him at the termination of his tenancy, or that he shall be allowed to hold his land for so long a period as will enable him to reimburse himself for the capital so invested.

The second cause is want of skill on the part of the occupier.

The third. Small farms.

The fourth. Ignorance or prejudice, or both, on the part of the labourer.

The fifth. The practice of preserving hares and rabbits, or permitting them to exist on cultivated land, more especially on arable farms.

I dare say you will expect I should add to my category of chief causes, a want of capital on the part of the occupier. There can be no doubt this is a most grievous impediment, but I cannot give it a place in my list of chief causes; I would describe it as an effect rather than a cause. Every man knows

that capital by an instinctive movement shrinks from insecurity, and more readily invests itself wherever security exists. I feel, therefore, that whenever the first impediment I have named to agricultural improvement is removed, this secondary cause will cease to exist: you will then find the daily increasing wealth of this country, which our own prejudice and ignorance have warned off the land and banished to other countries in search of investment, will, under a better system, as naturally seek refuge in the improvement and consequent fertility of our own soil, as if it were secured on that soil itself in the shape of a mortgage.

I will not now stop to detail to you the various evils incident to, and inseparable from, our present system—evils arising from wet land, high and crooked hedges, shallow ploughing, and the like: these, no doubt, are serious obstacles to the production of corn, beef, and mutton. They have been described, as they have been felt; often enough already described, in the after-dinner speeches of those who would do well to take the beam out of their own eye before they essay to remove the moat from that of others. For the offences against good farming, these are the persons indirectly answerable. For what competent and impartial observer can doubt that, if the five cardinal impediments I have named were removed; if security were given to the tenant; if wealthy and intelligent men, aided by well-educated labourers, and protected from the destruction caused by hares

and rabbits, were to cultivate the land, that beneficial effects would as surely follow the removal of prejudicial causes as day follows night? Assuming that, so far, you concur in the opinion I have expressed, I will now separately consider these five cardinal impediments, and state the means I should adopt for their removal.

The first I stated was the neglect of the landowner to give security to the tenant for the capital invested in his land. Now, I go all lengths with those who advocate the necessity of this security. I believe it to be both expedient and just, and that it would conduce as much to the benefit of the landlord as the advantage of the tenant; yet I wish it to be distinctly understood, that I cannot be a party to demand from the Legislature any measure which should compel the landlord to let his land in any particular way, or which would have the effect, when once let, of subjecting the land to charges in consequence of such letting. On the contrary, I shall resist any measure which, if obtained, would be an unwarrantable interference with the sacred, and, I hope, inviolable rights of private property.

I have yet to learn on what ground the Legislature could, with any plea of justice, assume the right of dictation to an owner of land, in what way he should let that land, any more than it could with justice dictate to the draper or grocer on what terms he is to sell his yard of linen, or pound of sugar; neither do I know why Parliament should especially

watch the money which a man invests in the cultivation of land, while it leaves him unguided and uncared for as to the investment of his capital in ANY OTHER SECURITY. If a man choose to invest his capital in the cultivation of land, or in any other way, and neglects to fence himself with security commensurate with his risk, he acts the part of an imprudent, I might say, a foolish man, and must bide the consequence of his folly. I will not rest on my own opinion alone; but in support of the ground I have taken, that this compulsory Tenant-right, sought for by some, would be both unjust and unconstitutional, I will quote an opinion which can neither be gainsaid nor refuted. Blackstone, in his Commentaries on English Law, thus writes:—"So great, moreover, is the regard of the law for private property, that it will not authorize the least violation of it; no, not even for the general good of the whole community." And in corroboration of the opinion I have given, that Tenant-right is a matter in which the Legislature has nothing to do, I will quote from a speech of Mr. Gray, of Dilston, a gentleman of undoubted ability, and himself a great champion of the rights of tenant farmers. At a meeting of the Hexham Farmers' Club, speaking of Tenant-rights, he says:—

"No legislation could embrace with sufficient nicety so delicate a subject. It was within the reach of the farmer, when engaging in an undertaking, to put down such covenants as would give him 'tenant

rights.' If the owner of the land had an objection to grant a lease for years, then the security must assume the form of compensation for unexhausted improvements. All this must be matter of individual arrangement. Legislation could not interfere with advantage. It would lead to everlasting disputes and arbitrations—arbitrations which would often be decided on the most fanciful principles. Every man must make his own covenants, and thereby enable himself to establish by law those strong claims which every tenant farmer possessed in equity, not only for the recovery of his capital, with interest thereon, but also a fair remuneration for the intelligence and labour expended in the cultivation of the farm. No law could place the relations of landlord and tenant on an equal basis. Each must see to his own rights; and no landlord, who knew his own interests—his interest in having a good tenantry—would scruple to grant them proper securities."

Now, let us take an illustration.

It would be right, if the law could compel one man to hire another's land, that the law should also compel the owner of that land to give the man security for his capital. So, too, by a parity of reasoning, it might, before the abolition of protective duties, have been argued, that, as the law compelled the people of this country to buy their food from the home producer, therefore the law should also compel the owner of the land to give that home producer

such encouragement as would be likely to make him provide the greatest possible quantity of food. But that encouragement no longer exists. The patent which the landowners held, for providing the food of the people, has expired. The people now can buy their food in the market of the world, and the owner of land injures no one but himself, if he does not let his land at all, or lets it in such a way as will result in an inefficient cultivation. But I know it will be said, if you refuse a law which shall compel the landlord to remunerate a tenant, when he quits a farm, for improvements made during his tenancy, why, by law, compel the tenant to pay at the expiration of his tenancy for dilapidations? I will reply to your question, and say, that as I cannot seek for the first power, I wish to repeal the second.

I wish to take my stand on higher principles—to rest my case on equity, not on law. I want to see the occupier of land and the landowner meet on the broad basis of mutual justice. They are both free agents—the one has his money to invest, the other has his land to let. They have each an equal right to make their bargain—the one has to provide for the proper cultivation of the land, the other for the security of the money to be invested. I sincerely desire to see landlord and tenant bound together by those ties of good feeling and friendship, which, as the sons of the soil, they are happily so predisposed to cultivate. I believe this can be best promoted by clearly defining the relative duties of landlord and

tenant. Nothing so much cements friendship between man and man, as a knowledge that they are acting fairly, and honourably, and openly towards each other.

Under this conviction, therefore, I shall proceed to offer for your consideration a form of agreement, which, if adopted, will completely remove my first impediment. It will put the landlord and tenant in their true relative positions: it will no longer allow the tenant to come begging, like a pauper, for a few bricks or tiles, or permit the landlord to be scared from visiting his property, lest he should be annoyed by these importunities. It specifies the respective duties of the contracting parties; and, by this means, gives the landlord a fixed and certain income, which, hitherto, it has been his reproach that he has never enjoyed; and it will make both parties fulfil, to the letter, the terms of their agreement. An agreement, thus conceived in justice, and carried out with integrity, will be found far more binding than any contract authorized by Acts of Parliament.

The agreement I propose would be as follows:—

MEMORANDUM OF AGREEMENT made this twenty-fifth day of March, one thousand eight hundred and between A. B., of in the county of on the one part; and C. D., of in the county of on the other part. That is to say, the said A. B. agrees to let unto the said C. D. all the lands and premises situated at

aforesaid, comprised in the annexed schedule, comprising acres or thereabout, from the twenty-fifth day of March, one thousand eight hundred and for the term of six years, at and for the clear annual rent of payable quarterly when demanded; and the said C. D. doth hereby agree to become tenant to the said A. B. for the same, upon the terms and conditions herein specified. And it is hereby agreed by and between the said parties, that the said C. D. shall not, during his tenancy, underlet, or in any wise part with, the possession of the said lands and premises, or any part thereof. And it is hereby agreed that the land-tax for the said land and premises shall be paid by the said A. B., and that all other taxes and rates, for and in respect thereof, shall be paid by the said C. D. And it is further agreed that the said A. B. shall have power by himself, his servants, or friends, to enter upon the said lands and premises for the purpose of sporting thereon, or for viewing the same, or for felling or carrying away any trees, wood, or timber, doing repairs, and for all other reasonable purposes; but nevertheless, it is agreed that the said C. D. shall have permission at all times, by himself or servants, to kill or take all hares and rabbits which may be upon the said land or premises; and it is hereby agreed that the said C. D. shall, at all times during his tenancy, at his own expense, uphold, maintain, and keep the said land, with the ditches, hedges, drains, gates, posts, walls, soughs and fences

belonging thereto, and likewise the buildings and premises upon the said lands, in good and substantial repair and order; and that he shall, once at least in every three years, paint with good oil and lead paint all the woodwork and ironwork upon the said lands and premises that now are painted, as well as such woodwork and ironwork as may hereafter be erected, at the request of the said C. D. The thorn or quick hedges upon such parts of the said lands, as are not hereafter stipulated to remain in permanent pasture, shall be neatly trimmed, at least once in every year, and kept at or about the height of 3 feet 6 inches. And it is hereby agreed that the said C. D. shall and will deliver up the peaceable and quiet possession of the said lands and premises to the said A. B., or his successors, in such good and tenantable condition, at the expiration of the aforementioned term of six years, or at the expiration of any one succeeding year, upon twelve months' previous notice in writing to that effect being given, under the hand of the said A. B., his agent or successor, or upon twelve months' previous notice in writing to that effect being given by the said C. D., his executors or assigns, to the said A. B., his agent or his successors. And it is further agreed that the said A. B. shall, at his own expense, on receiving notice in writing from the said C. D., do and make all necessary permanent improvements, such as building, draining, road making, or new fencing, provided such improvements shall not in their costs amount to more than ten per cent., in

one year, upon the amount of the gross annual rent of the said landlord and premises; the said C. D. paying (if he remain tenant) to the said A. B., in addition to the before agreed upon annual rent, the sum of 6*l.* 10*s.* per cent.¹ per annum for twenty years after the completion of the work, upon the amount of all such outlay as may have been incurred in draining, and the sum of 5*l.* per cent. per annum, without limitation as to time, upon the amount of all such other outlays as may have been incurred at the request of the said C. D., and in the event of any dispute arising, as to what may be properly considered necessary improvements, the matter shall be referred to two competent persons, being indifferent and disinterested; one to be chosen by and on behalf of each party, and in case of their not agreeing in respect thereof, then by an umpire previously chosen by the said persons. And it is further agreed that in case the said C. D. shall break up, or convert into tillage, any of the fields or enclosures numbered in the annexed schedule with the numbers without permission in writing from the said A. B., he the said C. D. shall pay the sum of twenty pounds per acre as and for additional rent, for all such lands so broken up: and it is further agreed that in the event of the said C. D. neglecting to do any of the needful repairs hereinbefore named, or to keep the hedges

¹ The per centage at which money is lent by the Government under the Land Drainage Act, and which provides for the liquidation of the debt in 20 years.

neatly trimmed as above described and agreed, the said A. B. shall have power, after giving four weeks' notice in writing to the said C. D., to cause the same to be done, and charge the costs of such repairs and hedge trimming as and for additional rent. And it is further agreed that the said C. D. shall consume and use upon the said lands the whole of the fodder, straw, stubble, roots, and green crops and manure, which shall arise or be made from the said lands; and shall also manage and crop the said lands in a good and husbandlike manner; that is to say, shall have in every year at least, one-fourth of the arable part of the said lands in clover or grass seeds, one-fourth in summer fallow, turnips, or other green crops, and at least two-thirds of the pasture of the said land shall every year be grazed.

And it is further agreed that the said C. D., his executors or assigns, shall, on the twenty-fifth day of March in each year, serve the said A. B., his agent or successors, with an account according to form (A) in the schedule hereunto annexed, of all bones, oil-cake, or other purchased manure or food, which may have been used or consumed, by sheep or cattle, upon the said land or premises during the year then last past, in exchange for which account the said A. B., his agent or successors, shall, in two months after the delivery of such accounts, in return deliver to the said C. D. a receipt according to form (B) in the schedule hereunto annexed; and in case the said C. D. leaving the said lands and premises, the said

A. B., his agent or successors, shall, on the production of the receipt or receipts above described, pay to him, or cause to be paid to him, by his incoming tenant or tenants, a full and fair compensation for all unexhausted improvements, in the following proportions: that is to say, oilcake one-fourth for the first year, one-eighth the second year, where no grass has been taken; bones one-third to be deducted after each crop; pasturage to be considered as half a crop; rape-dust, or other manures, which are not supposed to be exhausted by one crop, in the same manner. The labour, rent, and taxes upon all fallows duly cleaned and managed; also upon all turnip fallows, deducting one-half the value of the crops, when eaten on the ground, and deducting the full value when the turnips are drawn, and for the seed and labour upon all wheat sown, where such wheat has been sown in due season, and in proper manner; and for all manure made in the yards during the last six months of tenancy (artificial food in manure not to be valued), the amount of such compensation to be assessed by two competent persons, being indifferent and disinterested, one to be chosen by or on behalf of each party; and in case of their not agreeing in respect thereof, then the amount shall be decided by an umpire, to be appointed by such persons, before they proceed to their arbitration, and whose award shall be considered final.

And it is lastly agreed that in case of the said C. D. leaving the said lands and premises, he shall

give up the possession to the said A. B., or his incoming tenant, of a sufficient stable for horses, and of such lands as shall be required to be sown with beans or oats, or shall be required for fallowing during the ensuing summer; such possession to be given on the first of February immediately preceding the expiration of the notice to quit.

As witness our hands, &c.

The Schedule alluded to in the above Agreement.

No.	Description of Fields.	Cultivation.	Quantity.		
			A.	R.	P.

FORM (A).

I hereby require you to take notice, that I have during the past year used and consumed, with cattle and sheep, the following articles on the farm in my occupation at

Name of Article.	Of whom bought.	Price.	Quantity.	Where or how applied.

Dated March 25th, 18 Signed

FORM (B).

I hereby admit that Mr. , has, during the year ending March 25th, 18 used and consumed, with cattle and sheep, on the farm occupied by him at the following articles :—

Name of Article.	Price.	Quantity.

Dated May 25th, 18 Signed

The great ruling principle of this agreement is JUSTICE. You will see I have provided, that for six years certain, the tenant shall have secured to him the occupation of the farm on which he has entered. I do this because a man generally finds a farm foul, and as it requires a certain time before a new farm gets into proper work, no compensation which valuers would award him, would recompense him if ejected before the termination of that period. It is therefore just he should have this short lease assigned him. Subsequently it will lapse into an annual holding with a twelvemonth's notice to quit. A less time is not JUST TO THE OCCUPIER, as he may have to look out for another farm, which six months would not so easily enable him to find; a longer time would not be JUST TO THE LANDLORD, as the tenant would have an opportunity of letting his land get foul.

I have given the tenant the right to kill hares and rabbits on his farm, because it is not just a man should keep stock on land which he lets to another at its full value. I have specified exactly what repairs, &c., should be done by the tenant, so that the landlord be not UNJUSTLY called upon, periodically, to pay a heavy bill for repairs; and I have provided for the due performance of such covenant. I have agreed to do all requisite permanent improvements at a per centage according to their durability, taking care not to be called upon to make foolish alterations, or to have to lay out an inconvenient sum annually.

I have tied the occupier to such a course of husbandry that he cannot impoverish his land, yet have given him full scope to improve it. I have allowed him, on quitting, a full remuneration for all unexhausted tillages; but to prevent fraud and disputes, I have required an annual statement of manure used, and cattle food consumed, which statement will also serve as an index as to how the occupier is farming. On agreements framed on this principle the barren heaths of Lincolnshire have attained a degree of fertility which more favoured districts cannot boast of, and under its protection the farmer may with safety invest his capital. I believe it to be good for the landlord, and good for the tenant when ONCE in possession; but there is an objection to it, and that is a very serious one. — That a man succeeding a tenant, who has farmed under this agreement, has probably to pay his predecessor a heavy bill for unexhausted improvements, and has to pay it at a time he can least afford it on entering his farm. If this should be to any one an insuperable objection, the only remaining way to remove our first great impediment, is to give a lease; this should be for not less than nineteen years: a shorter period would not enable the occupier to reap the fruits of his labour; but as circumstances might much vary in that period, it would be just for both contracting parties that the rent should fluctuate in part according to the value of the staple products of the farm. To a lease so constituted, I see no objection on the part

of the lessee, except that he must be tied down more strictly to a particular course of cropping than he would under a shorter tenure; and with regard to the produce rent, THIS objection may be added, that produce often sells high, because it is scarce, and the tenant consequently would have to pay most rent when he had the least to sell: this evil, however, is palliated, if not obviated, by taking only half the rent in produce, and having that half valued according to the average prices of certain articles during a period of three years. At the end of each year, adding in the average prices of that last past, and striking out the average prices of the first of the three in the manner the tithe rent-charge is estimated, only taking the average of a shorter term of years. But as no agreement which the ingenuity of man can frame will make a bad farmer farm well, the great objection on the part of the lessor is his inability to get quit of men he may find not able or willing properly to cultivate his land; or if he be so fortunate as to secure a competent person as tenant, and such person unhappily should die before the termination of his lease, then the same objection, in an aggravated form, exists with regard to his successor, in whose appointment the lessor has no voice, and who is consequently less likely to be a competent person than that one to whom the farm was originally let.

With regard to the produce rents, I think them peculiarly advantageous to the landlord; for though

I have often heard of a landlord remitting rent when corn, cheese, or meat were low, I have not yet heard one instance of a tenant offering to pay more rent when those articles were high. There is one more consideration relating to this part of the subject, though we have provided the means of removing our first great impediment; yet there are some who cannot benefit by it,—these are minors, life-tenants, and others, who are legally restricted: we, therefore, to make our work complete, must go to Parliament, and seek, as far as our interest is concerned, a removal of these disabilities, that those who are willing, but not able, to assist in displacing this great stumbling-block to our social advancement, may then lend their aid.

Having gone thus far—having provided means that would secure to tenants of land a safe investment for their capital, and a full field for their enterprise, we must now, as the advancement of the science of agriculture is our object, take care that none shall participate in these advantages but those who will profit by them; we must therefore now consider our second great impediment, “Want of skill on the part of the occupier;” and as no one can doubt that want of skill must be a serious impediment to the development of any art, and that however valuable the materials may be on which he has to work, he cannot, unless he be a complete master of that art, work up those materials to the best advantage. Now can any person look through the

length and breadth of the land and say that the farmers as a body are making the best of their materials? Are not many impeded from producing the quantity of corn and meat which their respective lands would really, if skilfully managed, yield, from ignorance of the means of obtaining this desideratum; and are not many hindered from producing these articles at the least possible cost, because they are the slave of prejudice, that child of ignorance? And though I cheerfully admit that many farmers are arousing themselves from that sleep in which they have long slumbered, and in which their less discerning brethren still so soundly repose, they are yet at least in the position of every other man who awakes from heavy sleep, and are rubbing their eyes in doubt as to where they are, and what they are doing. I believe this illustration faithfully portrays the true position of agricultural knowledge; though many are good practical farmers and understand effects, I fear but few understand causes. Long experience has taught men that certain things answer, that others do not; but they cannot grapple with first principles. They can tell you from what causes such and such effects arise: they may know that on some soils lime has an effect, on others that it has none: they may be aware that white crop after white crop cannot in perpetuity be produced, or that land becomes sick of clover; but few of them, I fear, are cognizant of the exact causes that produce these

effects. Be assured, till we become so informed, we shall be always working in the dark, and to disadvantage; let me say then to those farmers who are really anxious to acquire information, "go on and prosper;" be not satisfied that you are better than your neighbours, but be determined to aim at perfection; the more you learn the more you will find you have to learn; you will find every step you take in advance full of interest and satisfaction. To those however who still sleep, I must speak a little louder: let me tell THEM unless they wake they perish. I speak not in the voice of reproach, but of love; I know their kindness of heart and their many virtues, and for the love I bear them I bid them awake. Cheap corn and bad farming can never agree. Such men may delude themselves "that ignorance is bliss," and that therefore "it is folly to be wise;" but let me remind them that the bliss of ignorance has terminated: that they, heavily laden, have now to contend with the lightly burdened corn-growers of Europe and America; and that nothing but the greatest skill will allow them to keep their place in the race of competition. Let me entreat them to remember that to remain behind is ruin. If they will see their danger, the evil may yet be averted. Let them plough up their deep-rooted prejudices, and at once commence the work of reformation; let them send their sons to be educated where their minds will be expanded, their home-bred prejudices

rubbed off, and the faults of the system of the fathers demonstrated. Let them do this, and all may yet be well.

My third cardinal impediment is "small farms:" in attacking this evil I wish it to be understood that the remarks I shall offer are not intended to apply to those farms which are wholly in permanent grass; but with regard to plough farms, I believe it to be a serious impediment. First, because small farms do not command the attention of men possessing the same amount of capital and skill which those of greater extent secure, which tends to a less spirited cultivation of land, and lowers the general standard of land occupiers. And, secondly, because I consider that farms which are too small to allow the farmer to introduce, with advantage, all the mechanical aids science has offered him, are a serious hindrance to the economical manufacture of agricultural produce. I know how much has been said and written on this subject, and what a strong prejudice exists with the SENTIMENTAL part of the community in favour of small farms, thatched houses, lazy ploughmen, and pipe-playing shepherds. We have Oliver Goldsmith lamenting their abolition. He says—

" A time there was ere England's grief began,
When every rood of ground maintain'd its man."

Now I dont believe these were England's happiest days. I believe if you take a well-cultivated farm of 800 acres, you will find more men employed upon

it, than if it were cut up into sixteen fifty acre farms; and, moreover, you will find the men more intelligent and better paid. I believe they will be found better for both landowner, occupier, and labourer; the same implements that will do for fifty will often do for 800 acres. If we had only small farms, that giant steam which already thrashes our corn, and I hope, ere long, to see plough our fields, would, as far as agriculture is concerned, be born in vain. To the landlord small farms are more expensive in the erection of buildings; and though they might, under the feudal system, have had their advantages, and be well enough in the days of romance and poetry, I believe them to be wholly unsuited to the enlightened age in which we live.

- I must now trouble you with the consideration of my fourth impediment, which I have styled "Ignorance or Prejudice, or both, on the part of the Labourer;" and as even royalty cannot find a short road to knowledge, we shall find the removal of this impediment no light or easy task. Every one who has taken a practical part in the cultivation of the soil, will admit, if he has sought to alter the system before time pursued on the land he farms, what a serious impediment this is. Any person who may attempt to introduce any particular way of executing an operation in husbandry which has been found to answer in other districts, but to which the labourers in his district are unused, will find, if he be not master of more than common courage, that the pre-

judice of his labourers will frustrate his laudable endeavours; and if his ambition be to substitute any implement that will more effectually or speedily perform the object for which it is intended than those hitherto employed, he discovers to his cost that the prejudice of his labourers against its introduction, and their ignorance of its mechanism and powers, will form a most serious impediment to its utility. But now to the remedy. The antidote to ignorance is knowledge; and as knowledge is antagonistic to prejudice, it is the duty of all who are interested in the improved cultivation of the soil, if they are actuated by no higher motives than those of self-interest, to give knowledge to the labouring classes—to give an education that will not only enable them the better to use the tools and implements they have to work with, but will give them PRINCIPLE which will show them they should be really interested in promoting the well-being of the master they have contracted to serve, which will cause them to do the task their master pays them to perform; not because they fear a neglect of duty would cause their dismissal or punishment, but because they are aware that such neglect would be doing their employers a serious wrong. Farmers ought to consider how great a pecuniary loss they sustain by having ignorant, prejudiced, and unprincipled labourers; and to remove this evil, they ought, therefore, to use their best endeavours to provide and maintain proper parochial instruction for the labouring classes. This

is the FIRST duty of every farmer. The next is to see that the children of the labourers profit by such education, and remain at school till they have attained the required information. If farmers would agree to employ no young person till he or she could produce a certificate of proficiency in the ordinary branches of knowledge, I believe such a plan would be attended with the happiest results; but though the above is sure in its effects, it is slow in its operation. We must, therefore, inquire if there be any mode more ready at our command, and immediately available to obtain this object. I think the most likely and speedy way of sharpening the wits, and rubbing off the prejudices of agricultural labourers, would be at once to repeal the law of settlement. Without entering into the political consideration connected with this question, I am of opinion that, confining the settlement of a labourer to the small bounds of a parish, is a serious impediment to agricultural improvement; and I am consequently convinced that the wider you extend the bounds of his settlement, the more you will remove his prejudices, and excite his energy. The disadvantages the farmer and labourer both suffer from, as now situated, have been ably expressed in the following resolutions drawn up by the Guardians of the Docking Union.

“ 1. That many labourers are compelled to reside in parishes where they are not legally settled, because there are not dwellings for them in those where they

work and where they are settled. That this want of cottages is attributable to the dislike which owners of land have to build upon their estates, because of the expenses to which that property becomes liable by every additional settlement, and because many settlements have been made, and in future nearly all will be made, simply by residence.

"2. That this discouragement to the building of cottages has the effect of compelling labourers to go greater distances daily to their work, and they are obliged to hire such dwellings as they can meet with, often without either garden-ground or yard-room sufficient for ordinary accommodation, or even for the common decencies of life; and they are transferred as tenants from the property of a large landowner, where the rents are usually moderate, to that of the small proprietor; with whom the rent is more an object as an income, and therefore more frequently high in proportion.

"3. That the rate-payers of the larger parishes have cause to complain of an amount of rate consequent upon the influx of labourers working elsewhere.

"4. That the union of all the parishes as one, for the purposes of settlement, will fix the expense of each parish in future at the same proportion as was determined by the scale of averages declared in June, 1846, and that therefore there will be no reason, on the score of settlement or probable increase of expense, to prevent the building of cottages upon or near the farms where labourers are employed;

neither will there be any increase of rates because of an increase of residents.

"5. That the union of parishes will give a greater freedom of choice to the labourer in seeking employment, and to the master in choosing his labourer; it will no longer be the individual farmer whom the labourer can annoy, by throwing himself upon the parish, because he and his master cannot agree; neither will it be the interest of the farmer to decline employing an active workman, because he belongs to another parish, or because there is a surplus of labourers in his own.

"6. Workmen of character, skill, and good conduct, will be more sought after by the master; and therefore the advantages of skill, character, and good conduct, will be more clearly understood by workmen.

"7. All expenses attending removals between parishes in the union will be avoided; and the management of the affairs of the union, as regards the administration of relief, and the accounts to be kept by the several officers, will be greatly facilitated."

These resolutions show the advantages of an extension of settlement to Unions, and would be as applicable if local settlements were entirely abolished. We all know, as the law now stands, how many a worthless and inefficient labourer gets employment for the sake of "keeping him off the parish," to the great detriment of the well-disposed and able workman. This out-door pauper knows very well that if

he does such a day's work as will just pass muster, the fear of having him on the rates will secure his employment. Mr. Chadwick, in his evidence before the Select Committee of the House of Commons on the Law of Settlement, speaking of the parochial settled labourer, says, his "condition is one in which, if he work hard, or idle away his time, he will not proportionably advance himself—one in which you predispose him unfavourably, and put him in circumstances to be unworthy of his hire." If the law of settlement were abolished, you then would find that the farmer in engaging his men would look only at their real qualification of character and ability, and the labourer, unbound by local ties, would sell his labour in the best market, and, stimulated by competition, would prove better worth 14s. a week to his employers, than the demi-pauper at 9s. You would then no longer hear of pulling down cottages and clearing parishes; but the Englishman's settlement being bound by England alone, every land-owner would strive to provide such comfortable and commodious dwellings on his estate, as would encourage the residence of able and efficient men to cultivate his acres.

I now come to my last impediment, "The practice of preserving hares and rabbits on cultivated land." I am happy to think that where the owners of land are so disposed, the remedy is as easy as the grievance is heavy; and in treating this subject, I am consoled by knowing that injury done by these

animals to the crops of a farmer, is not a matter of OPINION, but a matter of FACT. I will not dilate on the indirect moral and social evils to the entire agricultural population, which are caused by keeping hares and rabbits in large quantities; the temptation to the labourers, the endless disputes and consequent bad feeling which they cause between landlord and tenant; but I will simply say, as they eat and destroy root and corn crops, and injure hedges, they are more or less, according to the number kept, an impediment to agricultural improvement. But on this I must take the same ground I took on the question of Tenant-right. I cannot join in seeking any legislative interference except to allow owner and occupier of land to kill hares on their own property, or holding, without having to pay Government for a certificate for so doing. I cannot see what business the Legislature has to interfere with what a man may choose to keep on his property; but this I know, that no wise man will take a farm without stipulating for their destruction; and no landlord who wishes to see his land well-farmed will have them on it.

I have now set before you what in my judgment appears to be the great impediments to the full development of British agriculture.

To the landowners let me say, though you may justly resist parliamentary interference with your property, you will not long be able to withstand that moral force which the rising and rushing tide

of public opinion is bearing down upon you. Concede, therefore, at once, the just and reasonable demands of the tenant farmers. To the tenant let me say, if the landowners provide a field for your capital and intelligence, you must not let it lie fallow; the feudal system is passing away; those great commercial principles of buying in the cheapest market, and selling in the dearest, will extend themselves in another form to agriculture. Landlords must look for the best tenants Great Britain can produce.

Railways, which are daily bringing the producer and consumer nearer together, are also hourly abolishing those ties which bound men to particular localities. England is now what a county was 100 years ago. I am not anxious to destroy, but to preserve. I wish not to seek for new materials, but to improve and render efficient those which already exist; but let me warn tenant farmers of this: if they will not qualify themselves for the altered circumstances of our social condition, a new race of men will spring up in their stead. Can it be doubted if my first and last impediments were removed, but that many a man will be found ready to exchange the cares and turmoil of city life for the repose and delight of agricultural pursuits, with their ever-varying and never-ending interest? and while he securely invests his capital in an undertaking that will return him an interest of from five to thirty per cent., he can feel that he has assumed a position that will

enable him to better the condition of his poorer neighbours; to increase the common stock of human food; and, as improved husbandry requires more hands, he may increase in the same ratio the number of the home consumers, and consequently indirectly benefit the class from which he sprang.

The wisest of men has said, "He who spareth the rod hateth the child." I have not therefore feared to expose the true evils with which we have to contend. I have dragged these impediments from their hiding place. I have swept from off them the dust with which some have sought to hide their deformities. I have exposed them to the broad glare of daylight, and there I leave them to your tender mercies.

For myself, let me say that in the remarks I have thought right to offer, I have spoken as I promised you, "The truth, the whole truth, and nothing but the truth;" and I have dealt with all classes without favour, fear, or affection.

I am aware what little gratitude candid friends meet with in this world. I know I have gone too far to please some, and not far enough to suit others, and the penalty I shall consequently have to pay for my rashness; but be this as it may, I have a feeling that I have fearlessly discharged the duty you imposed upon me. And if I have advanced agriculture one step—if I have convinced one landlord of the justness and expediency of giving security to the occupier of his estate—if I have awakened one farmer

to the danger of his position, or improved the condition of one single labourer, then I shall cheerfully abide the consequences that may ensue; trusting that though you may doubt the soundness of my judgment, you will be assured of the integrity of my motives.

[Before reading the form of agreement, Mr. Colvile stated that there were a few matters of detail in which he did not entirely concur, but he had introduced them because he thought the agreement would be more likely to be carried into effect with than without them.]

The foregoing "Considerations" gave rise to the following Discussion, as published in the "Derby and Chesterfield Reporter," October 1, 1847.

MR. CHAWNER: It was not my intention to take part in the discussion of this evening, but I will make a few short remarks on its subject. Let me first, however, congratulate the club generally upon the praiseworthy perseverance with which it has carried out the objects proposed at its first establishment. The club (if it ceased to exist to-morrow) would deserve the thanks of every landowner and occupier in the district, for having elicited from the honourable gentleman the admissions, as to the practical impediments to the advancement of agriculture, made this evening in the excellent paper which he has read to us. Such admissions, emanating from one who occu-

pies such a position, cannot fail to have a sensible influence in promoting the advance of agricultural improvement. He has taken so wide a range in gathering up the hindrances to good farming, that it would be impossible to follow him through all the details of his paper; a thorough examination of it would serve as the subject of many evenings' discussion. I understand him to say that the impediments may be divided amongst the landowners, occupiers, and labourers. I think it will materially disembarass the subject, if we cease to talk of the interests of the landlord and tenant, and confine ourselves to this point, "How shall we best improve the cultivation of the land?" For, if we succeed in satisfactorily answering this question, we shall serve at once, not only the interests of the owner, occupier, and labourer, but of the consumer too. To every suggestion offered on this subject, I would apply this test, "Will it improve the cultivation of the land?" When Mr. Colvile alluded to schedule A. in the agreement he has read to us, I was in hopes he would propose to put into it all those clauses which we find in old leases, just as the present Prime Minister placed certain boroughs in it some few years since. His agreement would require much laboured discussion. My own opinion is, that security and permanency of tenure being made the basis of arrangement, the covenants of the lease should be as simple as possible. Although he quotes the authority of Mr. Grey, of Dilston, against arbitrations, I am glad to

find that he proposes a recourse to arbitration when any difficulty occurs between owner and occupier. The landowner should covenant for clean and good husbandry; he should enter by his agent at intervals, say every two years, and with the representation of the tenant, examine the state of cultivation of the land, buildings, &c., and compare this with the state of the property described in a schedule appended to the lease when the tenant first entered. The dilapidations or material improvements should be valued and adjusted at each inspection. If at any time the dilapidations be found to increase, I would give the landlord a right to enter and determine the lease, so convinced am I that a bad farmer is a public nuisance and ought to be suppressed. With respect to the impediment offered by the tenant, namely, want of capital and education, I entirely agree with Mr. Colvile. The first fault is, perhaps, the consequence of the present unsatisfactory state of tenure in this country. The tenant derives from three acres of land the amount of produce he ought to obtain from two; but to increase his produce, he requires the investment of greater capital. Now, of all the industrial avocations pursued in this country, as there is none more pleasant, so there is none less profitable, than the cultivation of the land. Is it likely, therefore, that men will be tempted to embark their capital in farming, unless they enjoy at once security for its return and a permanent occupation. As regards the education of a

farmer, I entirely agree in what has been said. If two men start together in the management of a farm—one brought up at the plough-tail, and the other having received a good general education—the former will perpetuate prejudice without improving practice; the latter, by joining theory with practice, will reap the beneficial results of both. The ignorance, the want of skill, and the aversion to novel methods of the labourer, are impediments to good farming; but it is the misfortune, and not the fault of the labourer, that he is as he is. For what encouragement do we give to skilled labour in agriculture? There is an equal rate of wages for all labourers on a farm, or nearly equal, whilst the artisan is paid for each step he makes in improving his skill, and the full value of his increased ability is estimated to a fraction. This injustice would be in great measure remedied by the proposition of Mr. Colville, followed out, as it must be, by the abolition of parochial settlement. The good and skilful labourer will soon discover the benefit of an extended market, and the encouragement he meets with, will of necessity improve the succeeding generation. I am aware that I have omitted many points in this address, but I feel that I have trespassed already too much on your patience. I cannot, however, sit down without thanking the hon. member for the very able manner in which he has handled this very difficult subject.

Mr. WM. GREAVES made a few remarks on the

question, whether large or small farms were most advantageous. Looking to actual practice, he thought that the largest farms did not employ most labour, nor yield the highest average of produce.

Mr. DANIEL remarked that, if equally well conducted, large farms would yield a higher average produce with less expenditure of labour, and would, therefore, send a larger amount of produce to market.

Mr. COXON, clerk to the union, said that he believed it would be beneficial both to the labourer and to the farmer if the Law of Settlement were framed to facilitate instead of preventing a man from carrying his labour to the place where there was most call for it. Where labourers were too abundant, many must necessarily be employed merely to avoid maintaining them by the parish. It resulted that there was less encouragement for the best workman, and that the farmer paid dearer for a given amount of work. That must operate as a hindrance to agriculture.

Mr. A. BASS remarked that he himself might set up a claim to that part of Mr. Colvile's agreement between landlord and tenant, which stipulated that the tenant should give in yearly authenticated accounts of such improvements on the land, as he intended to found a claim to compensation upon. When the subject of tenure of land was brought before the club three years ago, he had proposed, as a substitute for that best mode of tenure, a long lease,

an arrangement which embraced the feature now claimed by Mr. Colvile, as a novelty. He could not consent to Mr. Colvile's objections to a legislative interference between landlord and tenant: he could not think such interference either useless or injurious, if discreetly applied. He granted that in his opinion Mr. Pusey had gone too far when he introduced a clause into his Bill which made it compulsory on the landlord to make compensation according to a fixed standard, and without allowing him to modify the operation of the land in particular cases by special agreement. That, he admitted, was an invasion of the leading principle of the common law, and of common justice, and would act injuriously on the interests of the landlord. But if the law which gave compensation to the tenant for unexhausted improvements according to a fair valuation, should not abrogate the power of the landlord to enter into special agreement with reference to such compensation, he thought all just objection would be removed. Such a law would only be operative where no special agreement existed; but he was convinced that in practice it would not be superseded by agreements which counteracted its intention. A good legal title to compensation would operate chiefly by inducing good special agreements, and by encouraging the habit of granting leases. It would, no doubt, be difficult to form a general rule for compensation that would meet every particular, and landlords would therefore have recourse to modifying agree-

ments. But in the understanding between landlord and tenant there is now an implied compact that a tenant shall be remunerated for improvements, either by continued possession of his tenancy or by compensation. Special agreements, therefore, would seldom be framed in a spirit contrary to a good law; and if in effect a landlord should offer an agreement which said, "You shall carry on your land extra manures, drain, marl, or lime it, wholly at your own proper risk," he would be an eager tenant indeed who should accept such terms. Mr. Colville had admitted that the law as it now stood gave a claim to the landlord for dilapidation, without a corresponding claim to the tenant for improvements, and would remedy this inequality by taking away the claim of the landlord. But in his opinion there was no likelihood of getting the landlords' consent to abandon their title to compensation for damage done to their land. Neither did he agree in thinking such a surrender of their right would be the best way of doing equal justice to both parties. It would be better to continue the fair right of the landlord, and to admit the tenant to an equal right. To do otherwise, was to make a law which denied justice to both. He was much gratified to hear Mr. Colville's opinions on the expediency of modifying the game laws, as to give no longer the injurious protection to hares. He had learned from naturalists that the food of the partridge consisted so much of insects

and grubs, that he thought it might fairly be said to earn its own living on the land. By taking hares out of the game list, the farmer would certainly be benefited greatly, and one, perhaps the greatest, incentive to the offence of poaching, would be greatly lessened. He was happy to find, that though he might differ as to the details of the best tenure with Mr. Colvile, that in the main principle of giving perfect security for the capital of the farmer, that he could congratulate the club on having within it so influential an advocate of their joint opinions as Mr. Colvile.

MR. COLVILE, in reply to Mr. Chawner, said that the opinions to which he had just given utterance were not newly adopted; for that he had, as president in the first year of the formation of the club, more than five years ago, brought forward for discussion the best mode of tenure; and that he had then strongly contended for the principle of increased security, as best calculated to insure the interests of both landlord and tenant.

Loud and long-continued applause followed Mr. Colvile's address; and after it had subsided, a vote of thanks was proposed to him by the Rev. THEODORE ESCHALAZ, seconded by MATTHEW GISBORNE, Esq., and carried unanimously.

On the question being put by the president, the club resolved—

“That the causes which hinder the progress of

agricultural improvement were justly stated by Mr. Colvile in his address, and that a secure mode of tenure, a better education of the farmer, and greater freedom of removal to the labourer, would remove the hindrances."

APPENDIX.

IN reply to the points mooted in this and other discussions which have been raised on my paper, I would observe, that whilst my remarks have, through the means of the provincial and metropolitan press, had an extensive circulation, and whilst much has been said and written thereon, not one word has yet appeared or been spoken in refutation of the general principles I have advanced, save as to the position I have taken with regard to my third impediment, "small farms," of which I shall afterwards speak. It is gratifying to know that all classes connected with agriculture have, at least, so far coincided with my views, that they agree in admitting four out of the five impediments to be grievous hindrances to agricultural improvement.

With regard to "tenant-right," the members of the Burton-on-Trent Farmers' Club have cause to rejoice that this question, broached originally by them,—the entertainment of which brought upon them so much opprobrium, and on account of which they were reviled, and charged with setting tenant against landlord, and landlord against tenant,—now finds favour in high places, and is declared to be the only means of keeping those parties in harmony and concord.

The general remarks that have been made by the press and otherwise are to myself both kind and flattering: to the editors of the "Derby Reporter" and "Economist" I am especially obliged for their flattering review of my

"Considerations;" and, if the latter of those gentlemen could once triumph over the prejudice which seems to have enthralled his mind, that a landlord is a being out of which "no good thing can come," I feel no doubt he would admit *all my conclusions*, though he may have assailed successfully my agreement in some of its *details*.

My first impediment, "the want of security to the capital of the tenant," remains unassailed. The objection which Mr. Chawner and others have made to the details of my proposed form of agreement, all tend to show that it is too much hampered with stringent and minute provisions.

In the *abstract*, I admit their objections; for I hold, and have often declared, that no agreement which the ingenuity of man can devise, will make a bad farmer, *farm well*: and, therefore, why should we encumber a good farmer with unnecessary restrictions? If I had a farm to let, provided with suitable accommodation and buildings, the only agreement I should impose on the incoming tenant would be, to an effect such as this;—I would say, "I require only two things from you: first, that you farm your land in the highest possible way; and, secondly, that you pay your rent regularly: you shall have every security for the investment of your capital, and unrestricted, unlimited scope for your enterprise and ability: I thus enable you to occupy advantageously the farm; but, if you prove incompetent or unwilling faithfully to discharge your trust, you must make room for a worthier successor." But we are not now in such a condition; we have vested interests to consider and protect,—tenants, bad farmers it may be, with claims almost hereditary on our indulgence, whom we would rather improve than displace. Under circumstances, therefore, *as they exist*, I drew up the agreement contained in my paper; and, though such an agreement will not make bad farmers good—it will prevent a bad farmer from doing harm, and will leave him no excuse for not becoming

better. My proposed agreement does not pretend to be an infallible remedy ; but, being sound in principle, it will be found capable of expansion or contraction, to suit the varied circumstances and requirements, local and peculiar, which may exist. One thing arising out of the objections made to the details of my agreement is proved to demonstration, that it will be utterly impossible to procure "An Act of Parliament agreement." No unvarying form of tenant-right can ever be applied to the *ever-varying* circumstances of agriculture ; and therefore, as we have, and can have, "no law, we must be a law unto ourselves."

My second impediment no one has attempted to deny ; in silence and sorrow, it seems to be admitted, that want of skill on the part of the occupier is one of the greatest impediments "to agricultural improvements." The assertion I have before made, that "small farms" are one of these impediments, has met with much discussion. When I declared my opinion on this subject, I was quite sure I should not have the concurrence of those farmers who have not capital to cultivate a large farm ; but, on perusing my paper, and considering the points of debate at the last annual meeting of the "East Derbyshire Farmers' Club," I see nothing to shake my conviction as to the truth of the proposition I then advanced. The arguments of the friends of small holdings invariably tend to show the evil of persons attempting to cultivate large farms with *small* capital, — to which very cause the evil complained of is wholly to be referred. But I will challenge any one to disprove that a farm of sufficient magnitude to employ a steam-engine, or water power, to thresh, cut, and grind, a wheelwright and blacksmith, to make and mend ; and competent persons to superintend its various departments, will not be more profitably cultivated than a small farm, if the occupier has adequate intelligence, and is worth at least 10% for every acre he attempts to cultivate ; unless indeed Mr. Feargus O'Connor is accurate

in his calculation that "a four acre farm, managed as he directs, will keep the occupier and his family in victuals and clothing, and, after rent, tithe, and taxes paid, will leave a clear 100*l.* over and above all charges, demands, and liabilities."

I have laid a stress on *profitable* cultivation, because, of course, this is the aim and end of every man who engages in any business; but if any man should be alarmed with the idea that the employment of mechanism will tend to abolish manual labour, I will tell him, that on the land I cultivate, where I employ every means which science has developed to economize labour, I profitably expended from the 1st of May 1846 to the 1st of May 1847, 611*l.* in labour, on a farm of 300 acres in extent. This sum, at 12*s.* per week, gives at the rate of about 19½ labourers constantly employed: out of these 300 acres, 100 are pasture and meadow, the remaining 200 acres are arable; to the former I will apportion 3½ labourers per week, the remaining 16 must be charged to the 200 acres of arable, or, in other words, 1 labourer to every 28½ acres of grass, and 1 labourer to every 12½ acres of arable—an amount of labour, proportionate to which, few small farms employ.

The agricultural adult male population, as shown by the census returns of 1841, is, 2,012,353.

Now, if as Mr. Porter in his "Progress of the Nation" affirms, there are in Great Britain and Ireland with the Channel Islands,

Arable and Gardens.	Meadow, Pasture, and Marshes.	Wastes capable of Improvement.
Statute Acre.	Statute Acre.	Statute Acre.
19,135,090.	27,386,980.	15,000,000.

a little arithmetical exercise will exhibit *this* refreshing fact, that if the land were cultivated at the rate, and in the proportion of labour which I have stated, i. e. at the

rate of ~~10~~³ $\frac{1}{2}$ labourers to each 100 acres of grass land, and 16 labourers to every 200 acres of arable, there will be shown to have been at the very time when the census returns were made, a deficiency on the agricultural labour population of 477,963. This calculation is entirely independent of the amount of labour that might be profitably employed in reclaiming and cultivating the 15,000,000 of improvable wastes.

But, though I have expressed myself favourably to farms of sufficient area to allow the farmer to introduce with advantage all the mechanical and other aids which science affords, I would, however, have no *monster farms*; for I believe that the value of land to the landlord does not depend on the fanciful theories of some agricultural writers, but on the commercial law of supply and demand. Now, as there are fewer large capitalists than small, the more you extend your farms beyond the limit necessary for advantageous development, the more you diminish the demand, and consequently lessen their value.

To my fourth impediment, "Ignorance and Prejudice on the part of the labourer," and the remedies proposed, I have heard of no objections, but earnestly do I hope that Farmers' Clubs will turn their attention to the necessity of a "National Settlement."

To my last impediment no objection *can* be raised, except indeed by the midnight marauder and the reckless poacher. The Hare that once had "many friends," now, I rejoice to think, finds herself without any: this shows how impossible it is for any abuse to stand against the force of public opinion, and the advancing intelligence of the age.

C. R. C.

THE END.

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