Landowner, Tenant and Agent on the Marquis of Anglesey’s Dorset and Somerset Estate 1814-1844

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Abstract: This article uses the surviving correspondence between the Marquis of Anglesey and his land agent William Castleman to explore the relationship which existed between landowner, tenant and agent. The aim of this research has been to examine how these affiliations worked in practice through five broad but interconnecting themes which include: an investigation into the men who became agents, a survey of the changing patterns of land tenure, an evaluation of the estate’s reaction to economic downturn, a study of the schemes used to alleviate tenant distress and an analysis of how these estate interactions were reflected in the repairs and improvements undertaken. Castleman was already an experienced attorney and land manager when he began to work for the estate and he and the Marquis developed overtime a deep and trusting business partnership. Consequently their correspondence has created a historical prism which this article has used to illustrate the working partnerships within this West Country locality.

The foundation of every estate was its tenants, for it was upon their survival that economic viability rested. A pivotal figure in large estates during this period was the land agent. Historians have been responsible for portraying the role from an exclusively economic standpoint, as the man who collected the rent and compiled the bi-annual farm accounts. In reality they were often capable in both business and land-management, and their status and position meant they were a pivotal figure within the rural community. Surviving archives such as that of William Castleman examined here provide a unique historical perspective through which to examine the relationships which existed within estates and agrarian society. Richard Hoyle has reminded us in the preface to his recent publication The Farmer in England 1650-1980 there is still ‘so much that we don’t know about farmers as individuals.’ He argues that this lack of knowledge further extends to the methods used to capitalise on ‘moments of agricultural prosperity’ or the ways in which communities were able to survive ‘generation-long episodes of depression’.1 Furthermore, he argues that within the agricultural literature there exists a substantial corpus of knowledge relating to landowners, both collectively and singly, but the same is not true of the farmers. Researching the tenantry of any estate is frequently hampered by a lack of surviving records. Farmers in general relied heavily on

spreading information through the spoken rather than written word. On the rare occasions when archives still exist they are frequently in the form of accounts, diaries and memoirs. It has been suggested by Hoyle that a new strategy needs to be devised so that the lives of those who appear as names in rental accounts and directories might be reconstructed. There are a number of different types of sources which can be investigated for clues. Census returns might document family size and provide information on social mobility or give an idea of acreage farmed; local newspapers may add further details and wills where they have survived may give an indication of what if any wealth was accumulated.2

This article will argue that there is another rich, largely untapped and yet vital source for uncovering the life of the rural farmer, and that is the copious records left by many land-agents. The research undertaken here has concentrated on the surviving archive of William Castleman, agent to the Marquis of Anglesey on his Dorset and Somerset estate, counties situated in the south-west of England. The majority of the estate villages are geographically situated on the border between the two counties and lie in the Blackmoor Vale. The main town of the estate, Stalbridge, lies approximately twenty miles due north of Dorchester and less than ten miles east of Sherborne. The estate had been assembled by Peter Walker in the mid-eighteenth century and on his death passed to the Bayley family of Plas Newydd, Anglesey, Wales. On the death of the 1st Earl of Uxbridge it passed to his son Henry William who became firstly the 2nd Earl of Uxbridge and then the Marquis of Anglesey in recognition of his exploits on the battlefield of Waterloo in 1815. The main family home of the Anglesey’s was Beaudesert in Staffordshire and consequently he was largely an absentee landowner. He thus appointed Castleman who was an extremely methodical man, his correspondence; rental accounts and vouchers run into thousands of individual documents which together create an historical prism through which to study the rural community. A close textual examination of Castleman’s archive has revealed the immense details contained in such records. Above all they detail the symbiotic relationship of landowner, agent and tenant. This article is intended to explore how this relationship worked in practice through five broad but interconnecting themes. There are first, a survey of the men who became agents and the role they undertook in estate management. Secondly, it will explore the ideas surrounding changing land tenure during the first part of the nineteenth century. Thirdly, it will examine how the estate reacted to economic difficulties. Fourthly consideration will be given to the schemes used to help alleviate tenant distress, and finally an investigation will be undertaken into the ways in which the relationship between

landowner and tenant was expressed through repairs and improvements. This article will follow a thematic rather than a chronological approach and will begin with a brief study of the type of men who became agents and stewards.

I

By the eighteenth century the accrual of landed property in the hands of the aristocracy and wealthy gentry had already generated a demand for expert land managers. Many owners spent long periods away from their estates and were frequently involved in affairs of state or participated in the various leisure activities that became increasingly popular. By employing an agent many landlords sought to relieve themselves of the burden of their daily estate responsibilities. The men employed to undertake this role were often unpopular. According to J. V. Beckett stewards were frequently viewed as ‘rapacious, untrustworthy and weak willed’. Studies of individual agents are relatively rare and even those which have been undertaken rarely contain comprehensive personal details. Francis Blaikie was perhaps one of the most famous contemporary nineteenth-century agents, and yet both his early life in Scotland and that after his retirement is almost virtually unknown. It is fair to conclude that the names of agents who have become commonplace are usually those who were ‘successful, notorious or well recorded’. Recent work by Sarah Webster has sought to investigate the part played by the agents on the Egremont estates in the professionalisation of estate management and is an important study in the development of land-agency. Much of our understanding of the characters of the men who took up this form of employment as a career comes from the generalisations of historians such as Gordon Mingay, F. M. L. Thompson and David Spring.

By the eighteenth century the life of the steward was already wide-ranging. The extent of his role depended on the size of the property and the interests pursued by the owner but might include responsibility for the home farm, the house, gardens and parks, leasing farms and land, collecting rents, surveying the estate, compiling the accounts, acting as political agent and administering the poor law. However, this list is not exhaustive. Regardless of whether an agent was resident on the estate or not R. A. Houston suggests that even a ‘cursory’ examination

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of estate correspondence illustrates the ways in which the knowledge, personality and influence of a steward were brought to bear. Ultimately an agent was expected to act as an intermediary between landowner and tenants, his aim was to represent the ideas of the farmers but without seemingly promoting their situation. There were in fact two kinds of agent. The first was full-time, salaried and ran a single estate. Francis Blaikie fell into this category. The second group were independent professional men. They usually worked for a commission and looked after a number of smaller estates owned by different individuals or specific properties of a large landowner. William Castleman technically falls into this kind as he worked for the Bankes family at Kingston Lacey and for a firm involved in estate management – Chisletts and Rawlence – at Wimborne. Castleman was salaried at £500 per annum; his half yearly payment appeared in the rental accounts at Lady Day and Michaelmas.

A large percentage of land agents during this period came from the ‘middling ranks’ of society. They were often the younger sons of country gentry, or were themselves farmers, lawyers or members of the clergy. Individual land agents often associated themselves more with the landed gentry than with other managers or members of the rural community. For example the Marquis personally extended to Castleman a personal invitation to spend Christmas 1820 at the Marquis’s Staffordshire home. David Spring has suggested that rural enclosure, the development of mineral extraction, and the increased use of strict settlement brought the landed aristocracy and gentry increasingly into contact with the legal profession. In fact the era has been described as ‘the great age of conveyancing’. The interaction between the two groups readily converted into land agency and management. Castleman’s profile fits this definition; he was himself a country attorney and his father had been a tenant farmer on the estate, taking out a lease in 1766. William Castleman Senior took up position as Steward of Stalbridge Weston Manorial Court in 1781, a minor official role, and died in 1792 at the age of 77. Through his association with the estate Castleman would have acquired a wide breadth of useful local knowledge. In a professional capacity Castleman first appeared in the estate records in 1804 when as a Wimborne attorney he acted in the case of Place v Burt. For this he

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11 D/ANG/B5/26. Letter from William Castleman 22 December 1820. It explains that he is unable to visit Beaudesert over the seasonal period for two reasons. Firstly, his ‘bilious attacks … totally preclude’ such lengthy travel and secondly, he had an engagement at Milborne Port on the 28 December. All capitalisation and spelling have been retained as in the original documents.
was paid the sum of £31 10s 0d. The best indicator of the respect which grew between agent and owner can be found in the comments made by the Marquis of Anglesey and Thomas Beer the agent-in-chief on his death in 1844. The Marquis stated that Castleman ‘was an amiable and zealous man of business’. Beer in turn wrote ‘I have never received more satisfactory information in matters of details or accounts from any one of Lord Anglesey’s agents’. Despite this glowing endorsement from the Marquis of Anglesey it has been argued by Beckett that stewards (agents) were almost ‘universally’ distrusted by tenant farmers and often met with hostility when trying to manage an estate. John Sanderson the agent-in-chief was fully aware of the problems which local agents faced, for he wrote to Castleman in 1832, ‘I can honestly sympathize with you on Account of malicious attacks and obstacles to which a conscientious Agent is perpetually exposed’.

Part of the opposition to lawyer-agents came from the assumption that estate management was becoming too complex and intricate for men who lacked training and commitment. Historians have proposed the swapping of the title ‘steward’ to ‘agent’ reflected a conscious desire to professionalise the role. By the nineteenth century it was becoming apparent that estate management required more than the mere endorsement of the legal relationship between landowner and tenant. The larger owners were the first to realise that proficiency and skill were essential, particularly during periods of economic downturn. In some instances professional auditors or accountants took over the drawing up of the accounts leaving the agent to a supervisory role. Notwithstanding the difficulties faced by the tenants and considering the length of Castleman’s agency, periods of open hostility documented within this archive were relatively infrequent, but they still occurred.

In 1817 the Marquis received an anonymous letter signed ‘A well wisher of my Country and a true Born Englishman’. The author derided all those who had recently run the Dorset and Somerset estate. It suggested that the estate could be more effectively managed by someone who was ‘more on the spot’ and who was at least ready to ‘hear anything that the Tenants [had] to say’. Unremarkably, given the content and tone of the letter the writer suggested an

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14 Dorset Record Office, Synopsis of the Paget family.
16 D/ANG/B4/44. Letter from John Sanderson 9 November 1832.
18 *Ibid*.
acquaintance who he described as ‘one who bears good character’ and ‘is a good accountant (his occupation being that of schoolteacher)’. Another disgruntled complaint was received in January 1819, in the wake of the local court leet at Hanley. This time the instigator of the grievance was affronted by Castleman’s behaviour. It stated that it had been the custom at least in living memory and for probably longer that on the opening day of the court a general hunt was held. The previous year Castleman had refused to open the doors until the early afternoon, in effect curtailing the time available for deer hunting. The contempt towards Castleman is clear and the author calls him ‘this little great man’ who ‘has done your Lordship so essential an injury that the Punishment of being discharged from your service is very inadequate to his Deserts’. In Castleman’s description to the Marquis he pronounced that the incident had led him to fear for his own life. He related that he had been ‘insulted in the grossest manner by a mob of 4 or 500 Lawless Fellows’ whose reasoning for the attack lay in his refusal to open the court two hours before the allotted time. This reaction was in response to the news that those in attendance intended to infringe the rights of Lord Rivers in the same manner as the previous year. The decision was made to cancel the court. This was an astute move and reflects the understanding between agent and landowner, for in the margin of the letter the Marquis had written, ‘You have acted most correctly’. The strength of Castleman’s character and understanding of the sentiments of the Marquis of Anglesey are demonstrated by this episode. He was not a man to be bullied even by an angry mob. Furthermore it exhibits the variety of the work undertaken by the agent and the necessity of being able to deal with all manner of people across the social divide. In 1830 Castleman received a ‘Swing’ letter which threatened:

Mr Castleman. Sir – Sunday might your house shall come to the Ground for you are an inhuman monster and we will dash out your brains … your sett ought to be sent to Hell.

This perhaps epitomized the extreme ill-feeling towards him in Hanley. Castleman ran the estate for some thirty years and yet only three or four surviving letters appear to have been openly hostile. This would seem to indicate that overall he was respected and trusted by tenant and owner alike, though it is possible that he may have disposed of other such letters.

II

20 Ibid.
21 D/ANG/B5/25, October 21 1819.
23 Jones, The Stalbridge Inheritance, p. 79.
An important and crucial part of the tripartite relationship under discussion can be found in the issues which surrounded land tenure and in particular the farm lease. Contemporary agricultural writers stressed the importance of long leases and condemned landowners who refused to issue them in the belief that this allowed them to dominate those who rented their land. It was argued that without security of tenure, a tenant could not be expected to invest the capital needed for improvement, particularly in the short term.\(^\text{24}\) It took many years to formally terminate customary tenure and it was only after the slump in agricultural prices at the end of the Napoleonic Wars when tenants found their holdings uneconomic that change began. Leases for three lives or ninety-nine years were criticised because they were reliant on the survival of those named. Originally the intention of renting land in this manner was to entice tenants to keep the buildings in a good state of repair and to improve the quality of the soil and livestock. Christopher Clay has argued that late eighteenth-century authorities including William Marshall claimed that the lifehold and fining system resulted in bad farming. Ultimately it deprived the tenant of the capital he might otherwise have invested in his farm.\(^\text{25}\) Many farms suffered from poor farming techniques and over-cropping in the last years of any given tenure. On large farms it was common practice for landowners to use leases to protect against the loss of rental income and excessive damage to property. It was not unusual for husbandry clauses to be inserted and these frequently prescribed crop rotations in order to prevent the depletion of soil fertility by the excessive planting of white straw crops such as wheat, barley oats or rye.

Leases tended to be less popular for both landlord and tenant during periods of rapidly fluctuating prices. During upward trends in rental prices an owner who issued long leases could find his farms under-rented and his income reduced because tenants had fixed rent levels which were based on previously low agricultural prices. However, when movement occurred in the opposite direction tenants might be obligated to pay a level of rent that was no longer viable. The tenant though was ultimately in the stronger position, for if prices declined sharply he might seek a rent rebate. On the other hand, it was rare for landlords to increase the rent in times of economic buoyancy.\(^\text{26}\) Paying the fines which periodically became due when names were added to existing leases might in consequence have seemed a good investment. At least the land was secured for the next generation. It might be argued that this system benefitted the landowner, as he received additional revenues for his estate and the sums received could be quite


\(^{26}\) Ibid. p. 46.
substantial. On 13 November 1825 Castleman sent sixteen leases to the Marquis for execution, the fines on these amounted to some £850 10s 0d. Under this arrangement it was usual for the lifeholder to be responsible for most, if not all repairs upon his farm including buildings, hedges and even drainage. This was particularly appealing to any landowner when agricultural rents and prices were low. In reality granting a lease ensured that the landlord retained considerable control over his land through the insertion of wide-ranging clauses and covenants. These might state the types of crops to be grown or the course of rotation to be employed. A lease might provide a schedule of repairs and improvements or it might legally bind the tenant to certain tasks at specific times in the farming calendar. Rack-renting was the opposite and using this system a farm was let from year to year and the rent adjusted accordingly. During the eighteenth and nineteenth centuries many farmed as tenants-at-will that is without a formal lease. However such tenants did not fear eviction as many landowners wanted to keep their existing tenants, knew them personally, had confidence in their abilities and had become used to a steady income. In any case replacements were not always easy to find. Those tenants who rack-rented were, according to Daunton, more likely to fall into arrears which might have financial implications for a struggling estate and owner. The Marquis’s opinion on leases does not concur with this suggestion and was clearly displayed in the note he personally wrote in the margin of a letter which had been returned to Castleman and which stated:

comparing all my Tenantry at will with those who have Leases I have no hesitation of expressing my great dislike to Leases. I see no advantage in any way whatever to the Landlord but on the contrary every possible disadvantage. Their charges for all repairs are greater – They pay less Rent & have larger Arrears & are never satisfied.

This outburst had been occasioned by Withers, one of his tenants whose lease was due for renewal at Michaelmas and who was demanding an abatement of £243 4s 0d on a rent of £558 12s 0d. Castleman reported to the Marquis that while the current poor agricultural prices might justify this enormous allowance he could not advise his ‘Lordship to accept it without first making the attempt to realise a higher rent’. The Marquis supposed it would be better to keep Withers – a respectable tenant – rather ‘than take an adventurer at a trifling advance of Rent’.

27 D/ANG/B5/67. Details of the fines which fell due in November 1825.
29 M. J. Daunton, Progress and Poverty: An Economic and Social History of Britain, 1700-1850 (Oxford, 1995), p. 73.
30 D/ANG/B5/32. The Marquis of Anglesey had written this comment in the margin of a letter and then returned it to its author William Castleman the letter was originally dated 28 January 1823.
31 Ibid
In this instance the Marquis insisted that it was to be fully understood that if prices improved Wither’s rent must be raised. Ultimately he decided that no further leases were to be granted. This time Castleman’s refused to agree to his employer’s demands and wrote in reply ‘those who take farms at this time are general[ly] anxious to secure long terms and there is not much probability of my being able to procure a perfectly good and responsible tenant on a holding from year to year’. Moreover he proposed that the Marquis’s idea of not granting any more leases on his Dorset and Somerset estate was erroneous. Furthermore he reiterated that without the use of this method of securing land hundreds of pounds would have been sacrificed over the preceding four years, not only in repairs, but also in rental from the mismanagement of the property. Castleman won the day and a number of diverse leases survived throughout the duration of the Marquis’s incumbency.

Turner, Beckett and Afton state that corn rents – that is rents which were calculated according to the annual price of wheat – gained converts in the 1830s during a period of falling prices, although they acknowledge their existence on the Trentham estate in Staffordshire from 1822. Gussage Farm on the Marquis’s estate was let under this method of calculating rent. It was a large property and consisted of 750 acres, 2 rood and 8 poles. Castleman suggested the occupancy should be based upon the use of a four-course rotation system. Under this scheme Castleman believed only 120 acres a year would be planted with wheat, and would produce fifteen bushels per acre at £13 per load. The rent was therefore assessed at £585 per annum. In total 480 acres were to be farmed under the above system and the remaining land was to be planted with sainfoin or left as ley. The rent would be re-evaluated based on the price of wheat in the ‘County of Dorset’ on the four quarter days of Lady Day, Midsummer, Michaelmas and Christmas. The lease stated that over a four-year period chalk was to be applied to some 300 acres at the rate of one bushel per acre. The Marquis was to bear half the cost of this, and the tenant was to pay all the tithes but was allowed ‘rough timber’ for any necessary repairs over the twelve-year period of the lease. Produce rents were accepted as a fair way of sharing the advantages and disadvantages caused by high and low prices between landowner and tenant. On the whole, according to F. M. L. Thompson they were relatively rare, perhaps because of the chore of determining the average price of wheat and the rent so frequently. Leases did not always pertain to farms or land. In April 1821 an agreement was drawn whereby jointly the

32 Ibid
33 D/ANG/B5/32. Letter from Castleman 8 February 1823.
35 D/ANG/B5/67.
Marquis of Anglesey and Messrs Potter leased to Messrs Thompson the use of the threshing machine at Clifton for the term of three years.\textsuperscript{36} The rent was two guineas a week two-thirds of which was to be paid to the Marquis and the rest to Potter. What makes this lease unusual is that it would only come into effect during the summer months when there was a shortage of water.\textsuperscript{37}

In 1823 Castleman had categorically stated ‘I do enforce the performance of the covenants & by these means keep the farms as far as possible from being injured by neglect and misconduct’.\textsuperscript{38} If necessary Castleman would resort to the law to ensure a tenant complied with the terms of their lease. Flooding was a continuing risk for the lower lying parts of the estate and in order to ensure that all tenants cleared the brooks and streams abutting their land Castleman made an example of one miscreant. He reported to the Marquis that he had resorted ‘to legal measures’ to compel one of the tenants ‘to cleanse a part of a Brook adjoining his land which completely obstructed the Water’.\textsuperscript{39} As a result of the court’s ruling the tenant found himself ordered to clear the waterway and to pay costs. This action had the desired effect and unsurprisingly his neighbours followed suit.

It has been argued that during the nineteenth century there was general shift away from the away from copyhold and lifehold tenancies and this movement was aided by the introduction of a new form of finance, the mortgage. This allowed owners to raise money independent of their landed property. However, in the Marquis of Anglesey’s case he used both methods, but it is hard to ascertain precisely how much he eventually borrowed. The vouchers and correspondence contain a number of references to interest payments made. A letter of May 1825 intimates that £10,000 was raised by a loan from Mr Bankes. Castleman himself lent the Marquis money. One of the 1824 estate vouchers stated that he had ‘received of the Marquis of Anglesey the sum of £63 17s 4d being 25 days Interest due to me on £18, 650 from the 15 Sept 1824 to the 10\textsuperscript{th} October following’.\textsuperscript{40} In 1826 he was still owed money and when he agreed to purchase another property at Hartwell in Northamptonshire he tried to call the loan in. Consequently, he wrote to the agent-in-chief that as the purchase had to be completed at Lady Day it would be ‘very desirable for me to receive about the £5000 originally advanced by

\textsuperscript{36} D/ANG/B5/67. Although the lease agreement was for April 1821 the note within which it is encompassed has the later date of 27 July 1822 and it is catalogued in the Dorset History Centre amongst the correspondence for 1846.
\textsuperscript{37} D/ANG/B5/67. Although dated 1822 this appears among the correspondence of 1846.
\textsuperscript{38} D/ANG/B5/32, Letter from Castleman 8 February 1823.
\textsuperscript{39} D/ANG/B5/44, Letter from Castleman 1832.
\textsuperscript{40} D/ANG/B5/48, Estate Vouchers 1824.
me, by way of temporary Loan’.\footnote{D/ANG/B5/37, Letter to the agent-in-chief 14 March 1826.} It appears that the monies lent by Castleman were actually closer to £15,000.\footnote{D/ANG/B5/37. The Marquis of Anglesey in account to William Castleman 21 June 1826.} Some idea of the rate of interest paid by the Marquis on his loans can be found in 1828. In June, Castleman wrote that he had received a Notice from Vallis’s trustees, from whom the Marquis had borrowed £6000, requiring it to be paid off when it fell due, unless he was prepared to raise the interest rate to five per cent. Castleman stated that he thought this was higher than the general rate which was closer to four and a half per cent.\footnote{D/ANG/B5/40, Letter from William Castleman 12 June 1828.} Despite the rise in the use of mortgages as a means of credit the estate continued to issue leases up to the point of sale in 1854. As Castleman preferred this method of renting land and property, believing that it provided greater security for the estate rather than the tenant, he probably did much to influence this decision. There is no doubt that during periods of financial and economic difficulties the tenants turned to the landlord for help and assistance.

III

Mingay wrote that ‘Much of an agent’s time was absorbed by the day to day dealings with the tenants’.\footnote{Mingay, Rural Life, p. 129.} Besides collecting rents, the agent often found himself in the unenviable position of having to balance the relationships between landowner and tenants. The tenants expected the agent to examine their requests for rent rebates or reductions and decide whether these were justly deserved, put into place schemes and ideas to relief distress, ensure necessary repairs were undertaken and drive forward agricultural improvements. Ultimately the aim was to ensure that the estate made a profit and that the tenants remained loyal to the Marquis of Anglesey at election time. This of course was not always simple. After the Napoleonic Wars the estate was affected by a number of crises. Between 1814 and 1836 there tenants repeatedly sought rent abatements or quit their farms because of financial ruin. The first crises took place in 1814-1815, and the most serious was in 1821-1823 when the return to the gold standard created a deflationary effect on prices. Castleman was aware that elsewhere the situation was different, for he wrote in 1822: ‘I am happy to find that the Distress which pervades this part of the County does not prevail in other districts where Lord A has property’.\footnote{D/ANG/B5/31, William Castleman 22 Feb 1822.} Further problems confronted the estate in 1828 and 1829 when bad weather caused extensive flooding.
Castleman had described the corn harvest of 1828 as being ‘not only deficient in quantity’ but also ‘defection in quality’ and ‘generally injured by the Rains’. The worst of the summer rains, Stratton stated, were concentrated in the period July 6 to August 14. The downpours in early July were particularly violent and resulted in extensive flooding. Corn fields were laid flat while hay and livestock were washed away. In 1829 the estate was hit by ‘coathe’. The estate is situated in the area of southern England which, when conditions are right, provides the perfect breeding ground for a small water snail, which is the host to the liver fluke. When warm and wet weather prevails this mollusc breeds rapidly. Losses varied, the smallest was of a single cow valued at £7 belonging to William Harris which perished, while the largest fatalities of livestock affected Highmore whose entire flock of 1000 sheep worth £1200 was wiped out. In an attempt to aid those who had suffered the most, rent allowances were allowed from 10 to 25 per cent. All together the estate rebated £1401, or approximately 13 per cent of the anticipated income from those whose animals were affected. The problems caused by this disaster were more than financial. The loss of large numbers of sheep led to a shortage of manure for fertilizing the land. Highmore was a case in point. Despite the severity of the situation he did not disregard his responsibilities to maintain the soil of the farm; in fact the opposite appeared to be true. Castleman wrote to the Marquis on his behalf and stated: ‘He is not neglecting his Farm, but on the contrary he is incurring a heavy Expence in Lime … to supply the deficiency of the manure of his flock of sheep, which had been twice coated.’ In 1832 Highmore faced further problems, as Castleman reported while at the audit that yet another of his sheep had been found dead of the ‘coathe’.

IV

Landlords generally established over a period of many years a working relationship with their tenants. The nature of this association has been portrayed as ‘relaxed, interesting and encouraging’. On the Marquis of Anglesey’s Dorset and Somerset estate this rapport had to
be fostered through his agent Castleman, who acted as his personal representative. Absenteeism on behalf of the landowner was not necessarily harmful to either the estate or the tenants. Many aristocrats held scattered holdings and the difficulties of travel on poor roads meant that outlying estates would only be visited occasionally if at all.54 Research by Beckett in Cumbria has revealed that absentees would often ensure that the properties they were least likely to visit were put into the hands of men who would manage them efficiently and profitably. It is possible, although yet unproven, that managed estates may well have been the most competently and proficiently run.55 The landlord-tenant system was reliant upon the great wealth of landowners who were expected to invest their capital into their estates. Their tenants during periods of economic downturns envisaged and presumed that their landlord would provide both help and security of tenure.56 During the 1820s, rent abatements and tolerated rent arrears were perceived as a pragmatic technique of dealing with tenant distress. Allowances of this kind, albeit temporary, would communicate to the tenants the image of a landlord acting with appropriate social and ‘local’ responsibility. In fact Roe has advocated that by proceeding in this way landowners acted as a ‘stabilizing factor’ as they essentially became the ‘farmers’ bankers’. Policies of this nature are certainly apparent on the Dorset and Somerset estate of the Marquis of Anglesey.57

At the beginning of Castleman’s agency around 1814, his attempts to recuperate rental arrears were at times thwarted by Cox, the displeased ex-steward. This man attempted to exert his remaining influence by trying to persuade the tenants not to pay their rent and outstanding debts. One tenant named Biles owed upwards of £800 and refused to remit a penny until his ‘Lordship had made him satisfaction for the injury he had received by not having the promises made to him by Cox of new buildings on his farm’.58 As a result of this refusal Castleman set in motion an enquiry into the situation and wrote to the Marquis ‘I have ascertained and can prove by unquestionable Testimony the means taken by Cox to influence Biles and some of the other Tenants to resist paying their rents’.59 In spite of these difficulties Biles was allowed to remain on his farm. He was given extra leeway to repay the outstanding arrears but by July 1822 he had paid only £50 of the £600 yearly rental within the previous six months. Furthermore, and more worryingly for the estate, he was indebted to others besides the

59 Ibid.
Marquis. Castleman discovered that he was seeking to borrow money to pay off the debt and hoped that he would succeed, otherwise he would be totally ruined. As a result of the economic downturn it appeared that it was ‘more than probable that a very great sacrifice’ would be made on re-letting the farm.\textsuperscript{60}

The temptation must have existed to evict tenants who fell behind with their rental payments, but this was not always the answer. Once a tenant had been given notice to quit it was necessary to find someone else to rent the property. During periods of financial insecurity it might prove necessary to accept a lower rent from the incoming tenant. It was therefore a juggling act: was a tenant allowed to remain in situ and accrue arrears in the hope that prices might improve and the debt paid off, or, should one accept the losses and a lower but safer rental? During the crisis of 1821-22 Castleman charted the increase in tenant indebtedness in line with the Marquis’ policy of allowing rent arrears to accumulate. Arrears during this period for the tenants more than doubled from £4228 2s 12d to £9088 3s 1d. During this crisis even farms of long-standing tenants finally failed. In 1822 a distraint was levied on Samuel Harris Junior of Stalbridge, in spite of the fact that his arrears were relatively small at £297 10s 10d. This move had been undertaken with some reluctance as sadly the family had been tenants of both the Marquis of Anglesey and his predecessor Mr Walters.\textsuperscript{61} Securing at least some form of payment towards outstanding arrears was at the heart of any form of legal action. The estate does not appear to be without sympathy. After the goods of the Harris family had been sold Castleman ordered the return of their household goods, stating that they ‘were of little value in any case’.\textsuperscript{62} There were few problems re-letting Harris’s farm, and by renting it to two tenants instead of one he was able to procure an increase on the previous rent of £18 9s 6d per annum.\textsuperscript{63} The estate was not always so benevolent especially when tenants acted fraudulently, as in the case of Daw and Barrett who dishonestly drove off their stock of cattle.\textsuperscript{64} The Marquis insisted they be prosecuted, and this measure was ‘adopted for the discouragement’ of any future tenants who might attempt the same.\textsuperscript{65} Daw and Barrett applied for the debt to be discharged under the Insolvency Act, but the estate opposed the action and ultimately the pair found themselves sentenced to eight months imprisonment. While the Marquis did much to support

\textsuperscript{60} D/ANG/B5/31, Letter from William Castleman 16 July 1822.
\textsuperscript{61} D/ANG/B5/31, Letter to the Marquis of Anglesey 18 April 1822.
\textsuperscript{62} Ibid.
\textsuperscript{63} Ibid.
\textsuperscript{64} Letter from William Castleman 5 February 1830.
\textsuperscript{65} D/ANG/B5/42, Letter from William Castleman 14 July 1830.
his tenants there were times when financial expediency had to be at the forefront of any decisions made.

![Fig 1](image.jpg)

Source: William Castleman’s correspondence for 1823.66

Another tenant who found himself in a precarious economic situation in 1822 was Bishop. When it appeared that Bishop’s rent arrears were reaching an unsustainably high level Castleman had the entire stock of the farm valued. This measure was undertaken in case the estate needed to repossess the property in order to try and recoup their debt. This assessment provided a clear insight into the contents of a tenant farm upon the estate. The livestock had a total value of £1437 and included 7 cart horses, 1 hackney, 20 working oxen presumably for ploughing, a small number of milking cows and poultry, nearly 700 sheep and 200 pigs. Stored

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66 D/ANG/B5/32. Particulars of the rent arrears due at Michaelmas 1822.
crops probably intended as feed are recorded as old wheat, new wheat, barley, oats, beans, peas, vetches, hay and potatoes. Standing crops were again a mixture and consisted of 72 acres of wheat and 10 acres of vetches and the two combined equated to £1239 5s 0d. The implements of husbandry were listed as 4 waggons, 5 dung pots, 7 ploughs, 4 pair of harrows, 2 pairs of drags, harness, yokes and chains, a threshing machine, winnowing machine, barn tackle and sacks worth £124. Household furniture was recorded as being in very good condition and contained 10 feather beds and priced at £150. The total value of the entire estate was estimated at £2950 5s 0d. Bishop also had a number of sheep out ‘at keep’. Castleman calculated that even if the entire farm effects were sold the sum raised would still not be sufficient to liquidate the arrears. 67 Although the commercial aspect of paying rent was a matter for landlord, agent and tenant there is no doubt that at each audit the amount of rent paid was a good indicator of the financial health of the estate. 68 Both the Marquis of Anglesey and those who rented his land or property looked to Castleman for solutions during those periods of recession.

V

During Castleman’s agency various schemes were utilised by the estate in a bid to relieve the monetary obstacles caused by poor prices, adverse weather conditions and disease affecting the livestock or crops. It is wrong to assume that any theories or schemes implemented were merely rent abatements or that all sectors of the rural community were affected simultaneously. The circumstances in 1817 illustrated this diversity. The corn farmers were beginning to recover from the drop in prices at the end of the Napoleonic Wars while the grass farmers continued to be ‘very much distressed’. In response to the changing conditions the gratuitous allowance made to the arable sector was reduced to eight per cent while those of the pastoral group were increased to ten. 69 Evidence for the start of a recovery is reflected in the decrease in rent arrears which fell from a high of £12, 483 2s 9d in 1816 to £8,044 18s 10d in 1817. Signs that the ‘grass’ farmers were still struggling started to become apparent again in July 1819. Receipts from the audit which had been held that month had fallen short of the perceived payments. The deteriorating state of affairs was exacerbated because the Hanley tenants did not pay until the middle of August and several of the other large tenants did not pay until they had sold their sheep in August and October. 70 By 1820 the situation had not improved and

68 Turner, Beckett and Afton, Agricultural Rent, p. 6.
70 D/ANG/B5/25, Letter from William Castleman 6 July 1819.
Castleman was forced to make a decision in an attempt to improve matters. Rather than offering an immediate rent allowance he simply suggested to the Marquis that in line with other principal landowners in the area, including Lord Shaftsbury and Mr Bankes, the Christmas audit be postponed until the beginning of March. Castleman was concerned that if the tenants were forced to sell their produce they would be unable to raise sufficient funds to pay the rent. It transpired that many farmers were already using their own capital merely to survive.\(^{71}\)

The crisis of 1835 and 1836 occurred in the wake of Swing which Carl Griffin stated continued ‘to live on in the public mind’ both as the mythical leader of a pseudo-movement of the poor and a demonstration of broader tensions within the rural community.\(^{72}\) During the unrest Castleman had stated that granting concessions to the ‘marauders’ was out of the question and that the protestors should be swiftly put down or ‘we shall shortly have them for our governors’.\(^{73}\) During the problems of 1835-36 the estate considered and integrated the labourers within the solution proffered. The problems which began with the bumper harvests of 1832 and continued for the next four years caused the price of wheat to drop until it reached a mere 35s 4d a quarter. Castleman reported to the Marquis, ‘the price of wheat for the last two years has been almost ruinous to the farmers’ and he remained convinced that in general it had not ‘produced one sixpence to pay rent’.\(^{74}\) As a result the tenants began to clamour for rent rebates on ‘account of the long continued low prices of wheat’.\(^{75}\) Then in late 1835 the turnip crop which was usually grown for fattening sheep during the winter months failed. In January 1836 Castleman reported that the consequences of this disaster are ‘not yet fully known’.\(^{76}\)

There were parallels between these new problems and those of 1830, as both arose during the winter months and there were echoes of the conditions which precipitated Swing. Consequently a plan was quickly assembled which allowed those who rented corn farms an immediate ten per cent off their gross rental.

In application the scheme was more complicated as certain conditions applied. No abatement was granted to those farmers whose annual rent was less than £20 per annum. A vital part of the concession was the proviso that the half year’s rent due at Michaelmas was to be paid in full; no-one was expected to make any contribution towards their arrears. Fifty per

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\(^{73}\) D/ANG/B5/42, Letter from William Castleman 2 December 1830.

\(^{74}\) D/ANG/B5/48, Letter from William Castleman 21 January 1836.

\(^{75}\) D/ANG/B5/48, Letter from William Castleman 22 July 1835.

\(^{76}\)Ibid.
cent of the reduction was to be applied immediately the rent was paid. The remaining 50 per cent was to be retained until the tenant had expended at least the same in ‘draining, trenching or other improvements … on the enclosed Meadows and Pasture land on his farms’. Once a tenant had determined the works to be undertaken, a schedule was to be submitted in writing to Castleman for his approval. Payment would only be made after Castleman had inspected and approved the works which had been carried out. Vouchers had to be produced which detailed the sums spent. This was to exclude the cost of carriage of any materials which the tenants were expected to find personally. There was a second and very important philosophy behind the proposed scheme and this was the notion that once fully operational it would ensure the employment of any surplus labour in the neighbourhood. This would help to mitigate any charge on the parish or the risk of labourers starving and the possibility of further protests. Castleman declared that where practicable the labourers should be paid by piece-work. This would mean ‘that both the industrious and the lazy’ were ‘paid in proportion’ to their ‘exertions’. Moreover this scheme had the potential to keep ‘the pauper population’ in the ‘neighbourhood orderly’ and acquiesce to the ‘Provisions of the New Poor Law’. The estate sought to turn an economically difficult situation to its advantage. The low prices were short lived and by 1838 had risen again to 64s 7d per quarter. In the meantime the plan of improvements ensured the value of the land was not simply maintained but increased. There is some evidence that on this occasion local land-agents acted as a cartel. When trying to persuade the Marquis to adopt the scheme Castleman stated that similar provisions had been made on his own land, that of Mr Bankes and other estates in the area.

VI

The landlord-tenant partnership was unified and exemplified in the execution of some of the more laborious improvements, for example drainage, clearance of the land, marling and repairs. At the commencement of Castleman’s agency in 1814 the estate was in a poor condition, and in 1815 he stated ‘I am sorry to say the farms are in a shocking state’ of repair. The late nineteenth and early twentieth-century agricultural writer C. E. Curtis had declared:

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77Ibid
78 Ibid.
79 Stratton, Agricultural Records, p. 104.
81 D/ANG/B5/16, Letter from William Castleman 22 May 1815.
Repairs are always a difficult subject … But it may be noticed that the basis of the contract should always be that the premises are in good and tenantable repair at the time of entry by the tenant and the liability undertaken by him should be worded in accordance with this assumption.82

As a result of Castleman’s observations in 1818 a survey was undertaken and a detailed list of repairs drawn up. The only schedule which appears to have survived is that which pertained to Robert Davis at Yenston Farm. It divided the work required between Davis and the estate. In reality there was little difference between either landlord or tenant requirements. Both entailed an amount of thatching and the repair of walls and roofs in order to put both the farm and its buildings into a decent state of repair. Altogether the Marquis expended some £41 12s 8d. It is assumed that agents in the past had neglected the estate’s responsibilities as the schedule stated: ‘When the repairs have been done … as stated the whole of the Marquis of Anglesey’s Covenant in the lease of Yenston Farm will be fulfilled’.83 By 1822 the majority of the work on the estate which had been outstanding appears to have been completed and Castleman wrote in his report that the repairs on all the farms were in general ‘satisfactory’.84

The landowner was recognised as the chief provider of capital for improvements in the nineteenth century. On the Buccleuch estates in 1804, when drainage was first mentioned in the accounts, allowances were granted to the tenants for half the costs. From 1822 the estate provided half the outlay spent on draining materials and the labour was found by the tenants, and this remained so until the 1880s.85 Even with the recognition of draining as a landlord improvement, the amount expended was dependent on either the financial buoyancy of the estate or the sum an individual owner was prepared to invest.86 Lord Ernle had argued that drainage was the solution for many of the problems experienced by both arable and pastoral farmers. Heavy un-drained land was difficult to cultivate in wet seasons, the growing season was shorter, it quickly became overgrown with ‘moisture loving’ plants which stole important nutrients, it checked the growth of grass, had a tendency to become water logged and could

83 D/ANG/B5/25. Schedule of repairs at Yenston Farm 1819.
prove fatal to feed stock off, as in 1829. Expensive manure or fertilizer was rendered ineffectual if applied to wet land, as it quickly became too diluted to be of any benefit.\textsuperscript{87}

The Marquis of Anglesey on his Dorset and Somerset estate used both the systems which had previously been employed by the Buccleuch estates. The vouchers contain numerous references to the allowances made to the tenant farmers in relation to under-draining. For each scheme carried out a percentage of the costs were consequently deducted from their rent. In 1831 on land around Stalbridge the estate spent £740 on turf-draining, the quarrying of stone for benching, the construction of open carriers and back ditching.\textsuperscript{88} The best illustration of a landowner-tenant partnership for this type of improvement was through an indenture made between the Marquis and Ralph Ironside which was executed in 1820. The contract ordered that Ironside was ‘to forthwith effectually drain the said Bradford Leaze in a proper and incontrovertible measure’. It included precise sums to be paid for certain aspects of the work. For example, Ironside was to ‘dig the carriers’ at ‘eight pence per Grad’, the small work ‘at two pence farthing per Grad’ and for the underground drains’ he was to receive a further ‘eight pence per Grad’.\textsuperscript{89} On completion Ironside was to be recompensed with an additional £10 for his labour. A number of vouchers have survived for this arrangement and overall Ironside overall received a total of £91 18s 0d.\textsuperscript{90} Other expenses included a payment to John Spencer of £4 12s 0d for keeping the cattle which usually resided on this pasture. John Custard was paid £2 for ‘measuring the open and underground draining and drawing the leading carriers to the principle springs’.\textsuperscript{91} Finally Cridling (the mason) was remunerated for himself and a boy to draw up the large cover stones to go over the top of the large carriers. The Marquis consented to pay for all the stone and other materials necessary to construct the carriers and the drains, this included bearing the cost of carriage. For his part Ironside agreed to construct ‘such Arches or Trunks as may be necessary’.\textsuperscript{92} The partnership did not end when the drainage assembly was complete. For a period of ten years Ironside was contracted to keep the system now in place in ‘good and efficient repair’ for which he was paid £1 per annum.

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\textsuperscript{88} D/ANG/B4/54. Estate Vouchers for 1831.
\textsuperscript{89} D/ANG/B5/26. Drainage indenture made with Ralph Ironside 21 February 1820.
\textsuperscript{90} D/ANG/B4/45. Vouchers for 1821.
\textsuperscript{91} Ibid.
\textsuperscript{92} D/ANG/B5/26.
In conclusion the correspondence and other surviving archives left by William Castleman create a new and different historical perspective of the relationships which existed in the rural community. Colin Shrimpton proposed that a special bond tied a resident agent and his agent or steward and that by living and working within the estate their financial success and security were deeply entwined. Although both the Marquis and Castleman were absent the evidence embedded within their communications illustrated the deep, trusting relationship which developed between these two men and reveals a prism through which can be explored many aspects of the rural community. The land agent frequently occupied a pivotal role within an estate being responsible for all elements of the day-to-day management process. Although many agricultural historians have debated the lack of uniformity in the styles of management as each agent tailored his working life to meet the individualistic requirements of the landowner exact details remain scarce. An in-depth and comprehensive study of this particular archive adds considerably to our knowledge and understanding of how the relationships between landowner, agent and tenant were conducted. Despite the Marquis’s absence from the estate – it does not appear that he ever visited the area once he had inherited – given his own handwriting on many of the letters there is little doubt about the interest he continued to take in its management.

Any land agent needed a large corpus of local knowledge and Castleman as the son of an estate tenant farmer was uniquely placed. Although there are a small number of surviving letters complaining about his style of management they remain a rarity. The incident at the court leet at Handley was indicative of how quickly the character of a gathered group might change and become threatening. On this occasion Castleman was under no illusion that he was outnumbered and his life possibly at risk. It is a testament to his own skills in managing the community surrounding him that there was so little open animosity. That is not to say he was popular but open hostility was rare. Although the tenants were the most crucial element of any estate ultimately the agent’s responsibilities lay in producing a profit through the successful rental of farms and other property.

The first part of the nineteenth century is often viewed as a period which witnessed a drastic change in tenurial patterns. After the Napoleonic Wars ended it is assumed that due to the fall in agricultural prices there was a resultant movement from copyhold to annual rack

rents. This estate demonstrates that rather than being universal the change was far more fragmented. The Marquis of Anglesey reflected this growing dislike of long leases but the influence of Castleman ensured that they did not become obsolete and provides an idea of the amount of power and influence agents could exert over the day-to-day management. On the one hand the Marquis considered that his leasehold tenants were the most troublesome and thus this method of renting land was to cease. His agent on the other decreed that this was the safest and most secure method of ensuring that the tenants paid their rent, and he inserted clauses which guaranteed the farmers would use the best methods of maintaining soil quality and the upkeep of the farm buildings. Without this method Castleman did not believe that he would be able to procure any tenants without the promise of a long tenancy. This is the different to most accounts and is indicative of the individuality of the tripartite relationship that pertains between the three main elements of the rural community.

The most obvious examples of the affiliations which existed are represented through the repairs and improvements carried out. While these are frequently debated by historians the drainage indenture of Ralph Ironside and the repair schedule of Robert Davis expand the more general assumptions. Furthermore, they explore and survey how tenant and landowner worked in tandem. Both understood the responsibilities and duties expected of the other and the socio-economic framework within which to execute these obligations. Besides helping to maintain the fabric of the estate, there was an unspoken agreement that the landowner would support his tenants during periods of economic downturn. This article illustrates the extent to which arrears were allowed to accumulate and it is surprising how infrequently distraints actually took place. Other approaches to low prices were to delay the audit, or allow rental abatements. In 1836 the mode of action utilised demonstrated how an agent who was prepared to think laterally could produce a scheme that not only aided the tenants and those they employed but also increased the value of the land. The paternalistic approach taken halted the distress and made certain that when conditions improved the tenants were able to take advantage of the changing economic circumstances.

Many relationships within the rural community were of a fragile nature but that between the Marquis, Castleman and the tenantry were based on an unspoken and unwritten contract. While the leases issued were a tangible, visual proof of the commitment of both parties to farm efficiently the framework provided by the estate was perhaps more important. It was understood that generally both sides would undertake their own liabilities and for both parties the facilitator and keeper of this partnership was Castleman. He was trusted by the Marquis
and the agent-in-chief to do his best for the estate but his longevity in the position and the fact that the tenants would personally approach him during difficult periods is indicative of the trust placed in him. The symbiotic relationship which existed between these three sections of agrarian society are vital to our understanding of the way in which it functioned and was organised and manage. Further research is needed to establish how these relationships worked at differing local and regional level so that national trends can be more readily be ascertained.