

The operation of lifeleasehold in south-west Lancashire, 1649–97^{*}

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Abstract

South-west Lancashire emerged from the civil war in need of social and economic recovery. The region was a Catholic stronghold and landlords and tenants alike had experienced the humiliation of military and political defeat and borne the financial cost of sequestration. Landlords were faced with the challenge of maintaining social stability and promoting economic growth and recovery. At the same time, many tenants were undercapitalized, markets were underdeveloped and agricultural production was hampered by the inadequacies of the drainage system. This article explores the extent to which the social and economic contract framed by the lifeleasehold system helped promote social stability and economic recovery. It is argued that although the lifeleasehold system provided security of tenure and economic recovery is evident, this was only possible through the incursion of outside money. This undermined the idealist preferences of landlords who sought to promote a strong bond between tenant nuclear families and the land.

Regional and sub-regional variations in systems of tenure have been the subject of historical enquiry for many years. Nevertheless, while the minutiae of legal differences between various forms of customary and non-customary tenure may engage a handful of subject specialists and legal historians, for the general reader such detail seems either impenetrable or superfluous. The result is that while systems of tenure lay at the heart of the social and economic structure of early modern society, they have been pushed to the periphery of historical enquiry.

Much recent work on tenure has concerned the extent to which it contributed towards economic growth in the eighteenth century. The case for low rates of mobility amongst both customary and non-customary tenants has been well made, suggesting that the majority of farmers enjoyed security of tenure.¹ It is argued that security of tenure was a crucial factor in agricultural change as it encouraged farmers to invest and improve rather than exhaust their holdings. Nevertheless, leasehold tenure was not a precondition of agricultural improvement. Husbandry clauses in leases have been shown to have had a negligible impact on the process of agricultural change in Norfolk whereas customary tenants were the promoters of enclosure

^{*} All manuscripts cited are held by the Lancashire Record Office.

¹ David R. Stead, 'The mobility of English tenant farmers, c. 1700–1850', *AgHR* 51 (2003), pp. 173–89; C. Clay, 'Landlords and estate management in England', in J. Thirsk (ed.), *The agrarian history of England and Wales*, V (ii), 1640–1750 (1985), pp. 119–245.

which transformed the Cumbrian commons in the nineteenth century.² Security of tenure, therefore, may have *facilitated* change, but it is highly doubtful whether tenurial systems *dictated* change. For tenure to determine the nature and pace of change depends upon the ability of landlords to control the agricultural activities of their tenants. It further implies that they were the font of all innovation and experimentation, disseminating their wisdom to their docile social inferiors who are thus rendered mere suggestable agents remaining faithful to the dictums of their leases.

The debate regarding the role of the lease in the process of agricultural change is as much a debate about the balance of landlord-tenant power as it is about agricultural change and the dissemination of progressive practises. This relationship was cemented by the contracts entered into between landlords and tenants, but its nature was determined by largely external factors. Indeed, the precise terms of customary and non-customary tenure depended upon the power and authority of landlords over tenants individually and collectively.³ Tenurial systems are legal devices designed to regulate the rights and obligations of landlords and tenants, serving to protect the financial interests of both parties. Nevertheless, within any tenurial system is an explicit power structure, affirming the superiority of the lessor over the lessee. Tenure, therefore, is as much a social contract as it is an economic one, representing the convergence of social and economic forces and forming one of the fundamental building blocks of early modern society.

In purely economic terms, rent is a form of surplus extraction, but the degree of surplus extracted was always tempered by what the market would bear, and the power and authority of the landlords *vis à vis* tenants. Indeed, the extent to which landlords could increase the level of surplus extraction was determined by external factors such as food prices, land values (which were spatially and chronologically variable), the supply of labour and the supply of prospective tenants. Thus, the socio-economic relationship between landlords and tenants was dependent upon a combination of demographic, economic and environmental factors. While landlords could attempt to manipulate landholding terms in order to improve estate income, their freedom to do so was tempered by local circumstances, with added complications being presented by manorial custom. When tenants felt that their customary rights were being transgressed, they were quick to threaten litigation. Even though many customary rights were eradicated in law, this process was long, slow, and evolutionary. Flashpoints certainly existed on individual estates and manors, but the general process of change was one of gradual evolution within the context of local and national economic and demographic circumstances. The courts and the state were prepared to intervene, and various government enquiries were initiated, especially regarding enclosure and depopulation (before, but not after 1640). The fact of the matter remains that tenurial systems were a product of local socio-economic circumstances and negotiation between landlords and tenants within the context of local custom, common and statute

² Susanna Wade Martins and Tom Williamson, 'The development of the lease and its role in agricultural improvement in East Anglia, 1660–1870', *AgHR* 46 (1998), pp. 127–41; C. E. Searle, 'Customary tenants and the enclosure of the Cumbrian commons', *Northern*

Hist., 29 (1993), pp. 126–53.

³ R. Brenner, 'Agrarian class structure and economic development in pre-industrial Europe' in T. H. Aston and C. H. E. Philpin (eds), *The Brenner debate* (1985), pp. 10–63.

law. Landlords did not achieve an absolutist hold over their tenants or their estates, and, as rents rose in the eighteenth century, reflecting rising land values and the power of the landlords to cream off some of the profits of agricultural change during Allen's second phase of the agricultural revolution, the increase in surplus extraction was not at the cost of the impoverishment of tenants.⁴ Indeed, one of the reasons why land values continued to rise in the eighteenth century is because agricultural profits were, on the whole, attractive, and there existed a genuine competition for tenants.

This article considers the operation of one particular form of tenure in a relatively neglected region. Indeed, south-west Lancashire provides an environment within which the significance of the socio-economic context of landholding comes into particularly sharp focus. Section one provides a brief introduction to the social, economic and political context of south-west Lancashire in the second half of the seventeenth century. Section two discusses the nature of lifeleasehold in general terms, while section three raises some preliminary problems inherent in the system, discussing the administrative problems faced by the estates, the economic consequences of demographic uncertainty and the degree of individual negotiation which introduced flexibility and adaptability into the system. Section four outlines some of the social and economic aims of the estates and provides a detailed investigation of the operation of lifeleasehold, primarily on the Molyneux estate in south-west Lancashire, but with material also drawn from other estates. Section five discusses the integration of the urban and rural economies and the nature of the capital market which provided the finance for the raising of entry fines. The conclusion addresses the extent to which lifeleasehold tenure contributed to the economic recovery of south-west Lancashire in the half century after the civil war.

I

South-west Lancashire was a Catholic stronghold and, having fought and lost the civil war, this distinctive area was in need of social and economic recovery. The Royalist landlords had suffered the costs of war and then the sequestration of lands and fines of the Commonwealth.⁵ Internal communications were poor, tenants were often undercapitalized, and despite the elaborate attempts to drain Martin Mere at the end of the period, the land was ill-drained, low-lying mossland, much of it subject to periodic salt-water flood.⁶ Markets and trade networks were underdeveloped and, despite the growth of Liverpool, there was no town within the region which could lay claim to being a major urban centre. Little work has been done on the demography of the area, but, in common with much of the rest of England, population appears to

⁴ R. C. Allen, *Enclosure and the yeoman: the agricultural development of the south Midlands, 1450–1850* (1992).

⁵ J. M. Gratton, 'The military career of Richard, Lord Molyneux, c. 1623–54', *Trans. of the Historic Society of Lancashire and Cheshire* (hereafter *THSLC*) 134 (1984), pp. 17–37; R. Hutton, 'The failure of the Lancashire cavaliers', *THSLC* 129 (1980), pp. 47–62; DDCL 1060, account of trials of Caryll, Lord Molyneux, 1694;

William Blundell, *A Cavalier's Notebook* (1880); William Blundell, *Cavalier: letters of William Blundell to his friends, 1620–1698* (1933).

⁶ Alison Maddock, 'Watercourse management and flood prevention in the Alt level, Lancashire, 1589–1779', *THSLC* 148 (1999), pp. 59–95; John Virgoe, 'Thomas Fleetwood and the draining of Martin Mere', *THSLC* 152 (2003), pp. 27–49.

have been declining slightly, at least in rural districts, and the area was not free from periods of crisis or near crisis mortality.⁷

This social, political and economic framework might have amounted to a crisis of landlord power. The fallibility of their authority and social standing had been exposed by parliamentary forces during the war. Moreover, despite the short-lived confidence of the reign of James II, they were stripped of public office throughout the remainder of the seventeenth century and a group of landlords, including Lord Molyneux, were tried for treason in 1694. The prosecution's witnesses were discredited and none came forward to testify, leading to the acquittal of all the accused.⁸ The emergence of Liverpool as a regional centre of mercantile capitalism and the strengthening of the industrial base to the west, created demands for capital and labour at a time when population was falling and most tenants were undercapitalized. Such factors may have further weakened landlord power. The challenge facing landlords was to maintain their grip on local authority, retain a stable body of tenants and promote economic recovery. Clearly, estate administration and the tenurial system were of central significance in sealing the bond between landlord, tenant and land. These factors combine to create a region where the social and economic dimensions of tenure are readily apparent.

The particular form tenancy took in this area was lifeleasehold and it is the workings of this tenurial system – both economically and socially – which concerns us in this paper. A general survey of lifeleasehold has been offered by Clay, and although elements of his analysis are tested below, the basics of the operation of the system are already firmly established.⁹ As Lancashire's agricultural revolution was at least a century away, any attempt to review the role of lifeleasehold in agricultural change would, in this period, be a very slender account.¹⁰

Many Lancashire estates are very poorly documented for the pre-civil war era, presumably a product of political turmoil and the sequestration of estates. Nevertheless, the archives are suggestive of an administrative response to the social, economic and political challenges of the mid-seventeenth century. In 1648, the extensive Molyneux estate (see Figure 1) began a series of contract books into which were recorded the salient details of every lease agreement entered into by the stewards and tenants.¹¹ The first dated entry is from February 1648/9 and the last entry is dated 16 August 1697. However, there is a gap in the data (through loss) between 6 June 1670 and 5 January 1681. The details recorded vary from entry to entry, but a typical one runs as follows:

11 August 1697. John Darwin of Netherton, husbandman, to have a lease of a messuage and tenem[en]t there out of lease containing eleaven acres & three rood lands. Consideration is

⁷ Late seventeenth-century demographic trends remain largely unexplored. This assessment is based on the Altcar parish registers, 1664–1809 (PR 2465–7); Revd W. Warburton, 'Notes on Altcar parish', *THSLC* 47 (1896), pp. 157–207; F. Taylor (ed.), *The parish registers of Aughton, 1541–1764* (Lancashire Parish Register Soc., 81, 1942).

⁸ DDM 3, appointments and royal grants; DDCl 1060.

⁹ Clay, 'Estate management'; id., 'Lifeleasehold in the western counties of England, 1650–1750', *AgHR* 29

(1981), p. 84.

¹⁰ See T. W. Fletcher, 'The agrarian revolution in arable Lancashire', *THSLC* 122 (1962), pp. 93–122; Gritt, 'Aspects of agrarian change', M. Winstanley, 'Agricultural and industrial revolutions: reassessing the role of the small farm', in C. Bjorn (ed.), *The agricultural revolution reconsidered* (1998), pp. 89–110.

¹¹ DDM 5/1–5 Molyneux estate contract books, 1649–97. The Molyneux estate in Sussex is not covered by these volumes.

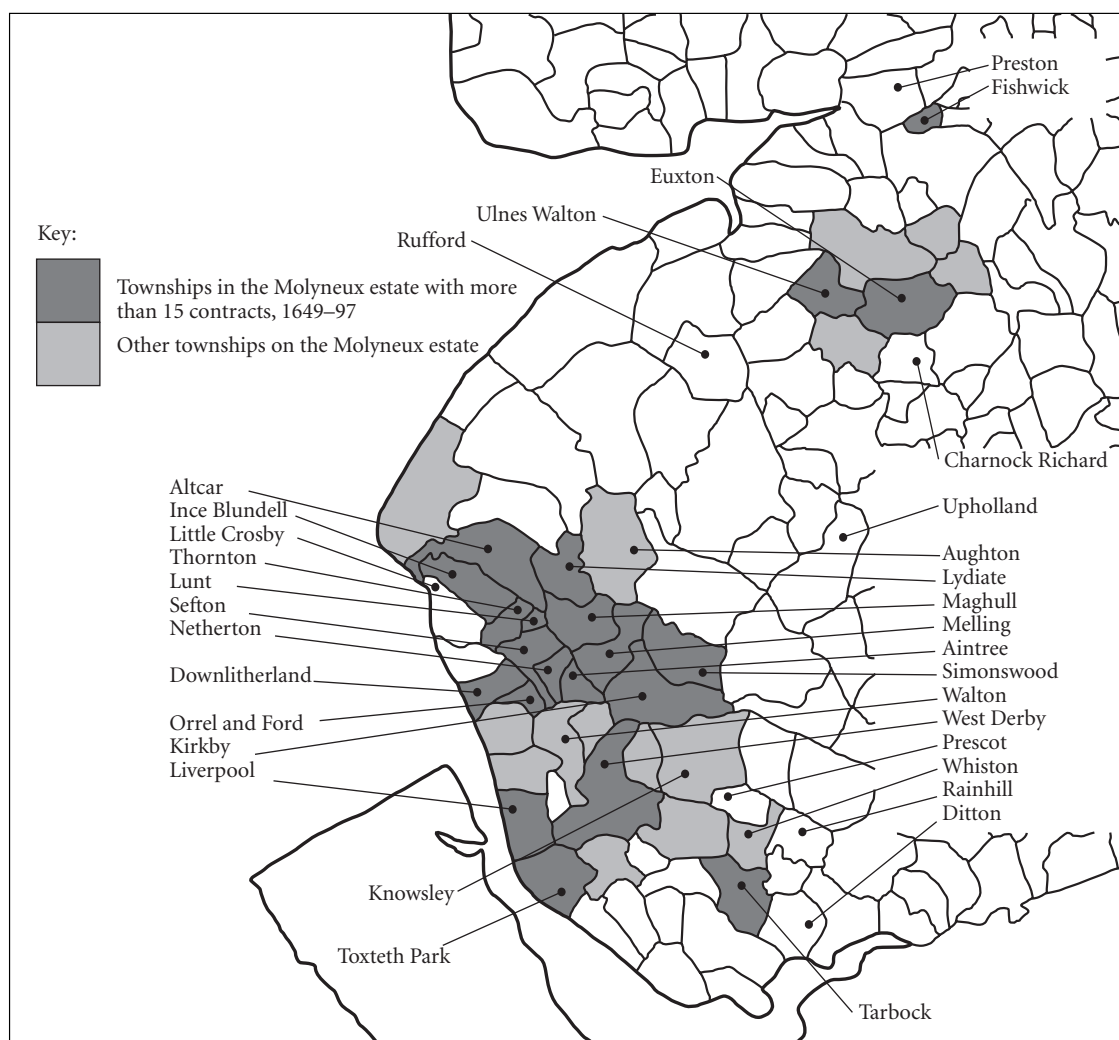


FIGURE 1. The Molyneux estate and places mentioned in the text
 Not to scale. Base map courtesy of Dr Alan Crosby and the Friends of Lancashire Archives.
 Note: Ellel, 6km south of Lancaster, is not included on this map.

the fyne of £61 3s. 10*d.* for the lives of John the lessee, Robert Darwin his son, Jane Darwyn the daughter of Edw[ard] Darwyn of ye Bottom House, the one halfe to be paid att two months end, the other att six months end under the yearly rent of £1 0s. 2*d.* att Martin Mas & Penticost by equall portions. Boon[s] accustomed.

The analysis of the 1272 contracts entered in these books forms the core of this article.

The neighbouring, and much smaller, Blundell estate in Little Crosby also shows evidence of administrative reorganisation. In 1659, the estate began a series of tenants' books into which were entered not only details of lease agreements, but also much more personal and detailed

insights into estate administration and the landlord/tenant relationship. A fuller analysis will follow in a separate publication, although this material is drawn on to a lesser degree below.¹²

II

In the seventeenth and early eighteenth centuries three-life leasehold was widespread in the western counties of England, particularly in Lancashire, Cheshire, the Welsh borders and the south-west peninsula.¹³ In south-west Lancashire this remained the dominant form of tenure until the late eighteenth century when it was replaced by tenancies at rack rents.¹⁴ There was little copyhold land in lowland Lancashire which distinguishes it from the east and north of the county.¹⁵ The evidence of the contract books is that leases for terms of years were usually restricted to leases of the demesne and urban building leases.

Leasehold for lives was characterized by a low annual rent and high entry fines usually payable within several months of entering a tenement. The rents were ancient fixed rents, and the fine was (theoretically at least) calculated according to a formula based upon the annual value of the tenement. On entering into a contract the tenant would nominate up to three individuals who were to be the 'lives' on the lease. The tenement was then leased to the tenant for a term of years, usually 99, which was determinable on the lives of the three individuals. The expectation was that at the death of the first life, the tenement would pass to the individual named as the second life, and after their death, it would pass to the third life. The fine was only payable at the start of the lease term, when the lease was renewed or when lives were added or changed. No fine was payable on the death of the tenant or the landlord.¹⁶

It is not doubted that three-life leasehold provided security of tenure.¹⁷ Indeed, leases could last a remarkably long time. One tenement on the Eccleston estate fell out of lease in 1767, some 72 years after the lease was issued.¹⁸ When Thomas Dalrymple Hesketh inherited his estate in the early nineteenth century, it was said to be 'very much incumbered with leases for lives', many of which had been in existence for 'upwards of 50 years'.¹⁹ On the Molyneux estate 80 out of 176 tenements entered in the 1802 rental for Altcar (a parish and manor of about 3,500 acres) had been held by leases for lives for more than 25 years. Nineteen of these leases had been in being for more than 45 years.²⁰ Table 1 shows that of the 110 leases current in Altcar in 1697, almost 80 percent had been issued 10 or more years before, with over 30 per cent being issued more than thirty years earlier. With a mean duration of 23 years and a median of 21 years, these unexpired leases are clear indications of a stable body of tenants.

¹² DDBI 54/41 Blundell tenants' book, 1659–1728, transcribed by Mr David Lodge. I am grateful to the trustees of the Mark Fitch fund for a grant towards the research on this volume.

¹³ Clay, 'Lifeleasehold', p. 83.

¹⁴ See Gritt, 'Aspects of agrarian change', ch. 4.

¹⁵ H. R. French and R. W. Hoyle, 'The land market of a Pennine manor: Slaidburn, 1650–1780', *Continuity and Change*, 14 (1999), pp. 349–83; J. T. Swain, *Industry before the industrial revolution. North-east Lancashire,*

c. 1500–1640 (1986), p. 70; G. H. Tupling, *An economic history of Rossendale* (1927), pp. 72–3.

¹⁶ DDBI 54/41–2; Clay, 'Lifeleasehold', pp. 82–3.

¹⁷ Clay, 'Lifeleasehold'.

¹⁸ See A. J. Gritt and J. M. Virgoe (eds), *The memoranda books of Basil Thomas Eccleston, 1757–1789* (Record Society of Lancashire and Cheshire, 139, 2004).

¹⁹ DDHe 82/8.

²⁰ DDM 12/54–121.

TABLE 1. Duration of tenancies, Altcar, 1697

<i>Duration of tenure</i>	<i>No of leases</i>
Under 5 years	11
5–9 years	12
10–19 years	26
20–29 years	26
30–39 years	17
Over 39 years	18
Total	110

Source: DDM 14/9

III

At this theoretical level three-life leasehold is a relatively uncomplicated system providing security of tenure at a low annual rent not only for the life of the original lessee, but also for the lives of sons, daughters and wives, or whoever was nominated as the lives in the lease. In reality, however, administering the system was much more complex. As individuals who were named on the original lease died, married, or had children, lives were changed and added so that in many cases there was little chance of the individual nominated as the third life ever occupying the land themselves as tenant.²¹ Keeping track of the individuals named as lives was not always an easy task and presented an additional challenge to the estate. A small manor might have several hundred individuals named as lives in leases; a large estate might have several thousand individuals each with a potential claim to become tenant. For instance, the 1697 survey of Altcar named more than 200 individuals as lives in leases.²²

Landlords and their agents were all too aware of the difficulties. One problem arose when a child died in infancy and a subsequent child shared the same name as the deceased sibling.²³ More distant relatives, non-relatives, ‘strangers’ and people who had migrated away from the immediate vicinity caused greater problems. Estates were suspicious about the true identity of strangers who claimed to be the individual named as a life on a lease. Such a situation occurred on the Hesketh estate in Rufford as late as 1833 when a 74 year old man claimed to be the individual who had been named as the third life on his father’s lease in 1769 when aged eight weeks. The estate was reluctant to accept him as the legitimate third life, even when a copy of his baptism entry was forwarded to the estate along with the personal testimony of the local incumbent. The estate finally did accept him as tenant, but the landlord, Thomas Dalrymple Hesketh wrote, ‘although I still doubt the fact as to the identity of that person yet I cannot under such circumstances at present *disprove* it’.²⁴

The duration of any given lease for three lives was obviously dependent upon life expectancy,

²¹ DDM 10/2.

²² DDM 14/9.

²³ DDBI 54/42.

²⁴ DDHe 77/36a, Thomas Dalrymple Hesketh, Leamington, to John Welsby, Ormskirk, 22 July 1833. Emphasis in original.

and there was a large degree of demographic uncertainty in this system. Chaste widows were usually entitled to one-third of their deceased husband's estate, which effectively prolonged the lease term into a fourth life if the wife was not one of the original lives.²⁵ But the duration of widowhood was unpredictable and could last for a short time or for several decades. Widows inevitably died, but it was a matter of chance whether they remarried or were unchaste. Either way, they would forfeit their widows' rights.

Demographic uncertainty goes much deeper than this, however, and in many ways pervaded the whole system.²⁶ For instance, a tenant could pay a high entry fine for a three-life lease only to see those lives exhausted one after the other in quick succession. A local mortality crisis could herald a sudden upsurge in estate income through the payment of fines for the addition of new lives to existing leases, or for the issuing of new leases where previous ones had expired. At the same time, loosing lives in quick succession could be financially devastating for individual tenants. On the other hand, with demographic good fortune a lessee could acquire a tenement on favourable terms and benefit from fixed rents and security of tenure for several decades without any lives being added or fines being paid to the landlord in the meantime.²⁷

The system of leases for three lives gave tenants security of tenure, but even if rents were low, entry fines were high. A lease for three lives might cost a tenant upwards of 12 year's annual value of the tenement by the mid-eighteenth century, and the majority of tenants had to go into debt to raise this money.²⁸ Even under normal demographic and economic conditions, it could take them many years to free themselves of this debt, and it could be crippling if the nominated lives failed to live long enough to ever farm the land themselves. Moreover, tenants who had paid heavy entry fines could find their capacity for investment in stock, tools and capital projects severely restricted, as most of their profits could be used up paying off their debts. Richard Latham of Scarisbrick, for instance, borrowed the money in 1728 to pay the £40 fine for the renewal of the lease of his deceased father's nine-acre tenement. His accounts show that it took two decades to clear this debt. In 1732, at a time when there were four young children in the household and his wife was pregnant with their fifth child, over 70 per cent of his expenditure went to his creditors.²⁹ Had Latham needed to renew his lease in the first two decades of its duration due to the death of one or more of the lives, he might never have recovered from the burden of debt under which he would undoubtedly have been placed.

Although lifeleasehold was not customary, it retained many features of customary tenure.³⁰ Rents were fixed, entry fines were supposedly calculated according to formulae, and the boons attached to individual tenements were determined by custom. Nevertheless, there is some

²⁵ B. Todd, 'Freebench and free enterprise: widows and their property in two Berkshire villages' in J. Chartres and D. Hey (eds), *English rural society, 1500–1800* (1990), pp. 175–200; B. Holderness, 'Widows in pre-industrial society: an essay upon their economic functions' in R. M. Smith (ed.), *Land, kinship and life-cycle* (1984), pp. 431–5. Clay, 'Lifeleasehold', p. 93.

²⁶ J. V. Beckett, 'Landownership and estate management', in G. E. Mingay (ed.), *The agrarian history of England and Wales*, VI, 1750–1850 (1989), p. 611.

²⁷ A. J. Gritt, 'Marriage, business and family fortunes: the Goores and Balshaws of Altcar, Lancashire, during the agricultural revolution', unpub. paper, 2003.

²⁸ DDBI 54/41–2, DDM 5/1–5; DDCl 377, Rules for leasing and abstract of surveys, 1749; See also Gritt, 'Aspects of agrarian change', ch. 4.

²⁹ L. Weatherill (ed.), *The account book of Richard Latham, 1724–1767* (British Academy Records of social and economic history, 15, 1990), *passim*.

³⁰ Clay, 'Estate management', pp. 203–4.

evidence to suggest that the tenurial systems on the estates of south-west Lancashire were not static, and that the precise contract between landlord and tenant was subject to individual negotiation.³¹ Both landlord and tenant reserved the right to dispute the contracts, occasionally to the cost of the landlord, but most often to the cost of the tenant. It was in the tenant's interest to serve the will of his lord in the hope of future favours and benefits not bestowed on less loyal tenants.³² But tenants were not afraid to challenge when they thought that landlords were breaking custom or treating them harshly. For instance, litigation followed an attempt to break custom by replacing fixed rents and fines with arbitrary fines on the Earl of Derby's estate in the 1660s.³³ Litigation was not always necessary, however. A group of 'refractory' tenants on the Derby estate in the Fylde was unhappy over changes to their leases in 1637. It was remarked in correspondence, probably by the Earl of Derby, that 'they have brought back to my officers the draught of the lease with many curious, needeles, marginal exceptions. I have qualified more than in reason I neede which they except unto'. This did not please him and in private correspondence the Earl declared that the tenants' actions 'will entreate me to be a severe landlord w[hi]ch I am loath to be'. Nevertheless, the leases were redrawn before they were offered to the tenants on a take-it-or-leave-it basis.³⁴

The more usual course of action, however, was for people to challenge the estate as individuals. In 1681, for instance, a Lancaster merchant was in negotiation with the Molyneux steward for a tenement in Ellel. He thought the rent and fine sought by the estate were too high and he requested a revaluation of the tenement before he committed himself.³⁵ However, there is no suggestion that the estate was breaking custom. In this particular case it is possible that the Lancaster merchant had a more reliable knowledge of fluctuations in local land values than the estate's agents. Contemporary comment by William Blundell suggests that tenants in Little Crosby had paid more severe entry fines than they ought to have done as, by his own admission, he had not been fully aware of a reduction in the value of land.³⁶

The notion of fines being calculated according to the value of the tenement is rather tenuous in the light of the evidence. On the Blundell estate in south-west Lancashire, fines were assessed in several different ways.³⁷ One method was to estimate an average value of land on the estate and base the entry fine on five, seven or ten years' value depending on the number of lives to be added. However, William Blundell did not consider if the land was arable, meadow or pasture or in what proportions they were held. He argued that the most accurate method, and the one he advised his heir to adopt, was to employ the services of a trusted tenant to ascertain the rent paid by sub-tenants in the belief that this was a better indicator of the market value of individual tenements. A third method favoured by Nicholas Blundell in the early eighteenth century was to ask tenants themselves to offer an entry fine, which he would

³¹ DDM 5/1–5; Clay, 'Lifeleasehold', pp. 87–8; E. Hopkins, 'The re-leasing of the Ellesmere estates, 1637–1642', *AgHR* 10 (1962), pp. 14–28.

³² DDBI 54/41.

³³ DDK 1624/1.

³⁴ DDF 2438/118, Earl of Derby, Knowsley, to Mr Farington, 15 Oct. 1637. See also B. Coward, 'A "crisis of the aristocracy" in the sixteenth and early seventeenth cen-

turies? The case of the Stanleys, Earls of Derby, 1504–1642', *Northern Hist.* 18 (1982), p. 71.

³⁵ DDM 14/1, John Hodgson to Mr John Farnworth, Lancaster, 27 Nov. 1681.

³⁶ DDBI 54/41.

³⁷ The following discussion is based on the tenants' books, DDBI 54/41–2.

then consider. This latter system was similar to that adopted on the Bridgewater estate in Shropshire on the eve of the civil war.³⁸ Which ever method was employed, the fines were not fixed, nor was the calculation scientific in any way. The estate administration was not sophisticated enough to assess fines and rents that were consistent or equitable to all tenants. Indeed, the favoured methods of ascertaining the rent paid by sub-tenants or asking tenants to offer fines themselves put the onus on tenants, which, while reducing the power of the estate, probably succeeded in extracting higher entry fines from tenants.

A similar *ad hoc* process also seems to have existed on the much larger Molyneux estate. Here a clear system of negotiation between steward and tenant determined the entry fines and the rent, and the relationship between fine and rent varied widely between tenements as the diverse rights, liberties and obligations of both the landlord and tenant were taken into consideration.³⁹ This process of negotiation was obviously seen as being quite normal, and, by introducing a degree of flexibility and adaptability into the system, probably prevented much dispute on the estates. As negotiations were carried out on an individual basis, and rents, fines, rights and obligations were component parts of individual contracts, landlords did not often find themselves in dispute with a large body of their tenantry in this period. Even enclosure was carried out in an *ad hoc* fashion as individuals took small portions of the waste into cultivation over many years.⁴⁰ Only when landlords attempted sweeping changes across their estate did the tenantry have a collective voice that would stand in opposition to the landlord.

IV

The social aims of the Blundell estate, and their manipulation of the lifeleasehold system to that end, are clear enough. Throughout the second half of the seventeenth century they promoted a distinct policy of encouraging individual tenements to remain within Catholic nuclear family groups, and it was with undoubted pride that in 1688, William Blundell boasted that Little Crosby “‘had not had a Protestant in it” for several years’.⁴¹ The Blundells rewarded good behaviour and loyalty by offering reduced entry fines to known families.⁴² In 1728, Nicholas Blundell explained that his grandfather, William Blundell, used ‘to demand about seven years valew from an old tenant for puting in 3 lives, & from a stranger he would have tenn years vallew or more for a fine’. Moreover, William Blundell gave the heirs of deceased tenants first refusal on their ancestral lands when leases had expired. Also, at the point of negotiating a new lease he would offer tenants a sum of money equivalent to the entry fine as a gesture of good will in order to extinguish their claims of inheritance should they wish not to renew, even though they had no right in law to compensation. In practice, most tenants renewed their leases on favourable terms, but some, such as Henry Morecroft of Little Crosby accepted William Blundell’s offer of £40, thereby freeing Blundell to lease the land to a new tenant. Morecroft signed a statement declaring that he gave his ‘free consent that he [Blundell] do dispose of the

³⁸ Hopkins, ‘Ellesmere estates’.

³⁹ DDM 5/1–5.

⁴⁰ See Gritt, ‘Aspects of agrarian change’, ch. 5.

⁴¹ B. G. Blackwood, ‘Plebeian Catholics in later Stuart

Lancashire’, *Northern Hist.* 25 (1989), p. 158.

⁴² The following examples are again taken from the tenants’s books, DDBI 54/41.

tenement abov[e]said according to his best advantage'. The clear aim of these estate policies was to retain a stable body of loyal, Catholic tenants, ensuring strong community bonds and the minimal intrusion of strangers. However, this was less successful than Blundell would have liked. By the early 1670s he was bemoaning the fact that the turnover of tenant families was more rapid than he would wish:

The names of tenements will be changed according as the name changeth of the tenant thereof (which hath allready often hapened in the space of 13 years since I began this book) so that in 40 or 50 years more, it will not be known what tenement those are which take their names, in this booke from Garstan, Geare, Griffith, Hatton, Hey, Norman, Rice, Mareby, all which & one or two more, have lately changed their names and sondry others are lik to chang before it be long. To help this growing confusion you must mention allwaies, upon what terms & tyme the chang of names happens.

The Blundell's estate was considerably smaller than the neighbouring Molyneux estate, and their grip on local power and demand for loyalty and deference may have been more acute than that of the Molyneuxs. Blundell, for instance, had a long standing dispute with the Kenyon family. He explained that 'William Kenyan was one of those 3 men whoe farmed my demesne in Ditton from the state for many years together, without my consent and to the great impoverishing of my land and of my self, by long and deepe plowing'. In 1719 some tenants in Ditton intended to force Nicholas Blundell to serve the office of constable. Such difficulties were not faced by the much wealthier and more powerful Molyneux family.

Nevertheless, whilst the Molyneux estate contract books provide us with very detailed information about the operation of lifeleasehold, there was considerably less personal involvement of Lord Molyneux and we have no clear statement of estate policy comparable with the Blundell estate. Estate policy therefore has to be inferred from the evidence of the contract books.

To begin the analysis, Table 2 shows the place of residence of contractors for land in 23 townships on the Molyneux estate between 1649 and 1697. This is based on the 1095 contracts relating to property in the main townships on the estate, representing 86 per cent of the contracts made in these years.⁴³ For these calculations, it was assumed that where no place of origin was given for the contractor, they were resident in the community where the property was situated. Table 2 shows that non-native lessees were in the minority and that a historic link with a given community was the most important factor in determining where individuals leased land. Indeed, there is considerable evidence to suggest that the Molyneuxs controlled population movement on the estate. More than 87 per cent of contractors on the Molyneux estate in this period originated from within the estate. Only in Ulnes Walton did this figure fall below 75 per cent and in eight townships more than 90 per cent of contractors were from townships where the Molyneux estate owned a substantial proportion of the land. In practice, the majority of these individuals would have been known to the estate. Blackwood's analysis of Molyneux leases in the period 1646–54 show that 22 lessees were old tenants or their relatives while nine were

⁴³ That is, those townships on the Molyneux estate with more than 20 individual contracts in the period 1649–97.

TABLE 2. Place of origin of contractors for land, Molyneux estate, 1649–97

<i>Place</i>	<i>N</i>	<i>Percentage from same place</i>	<i>Percentage from other 'major' township^a</i>	<i>Total</i>
Aintree	29	79.3	13.8	93.1
Altcar	130	65.4	10.0	75.4
Downlitherland	81	88.9	11.1	100.0
Ellel	58	82.8	1.7	84.5
Euxton	59	84.7	1.7	86.4
Fishwick	24	75.0	0	75.0
Ford	23	78.3	17.4	95.7
Ince Blundell	25	80.0	4.0	84.0
Kirkby	126	83.3	6.3	89.6
Liverpool	19	78.9	5.3	84.2
Lunt	21	85.7	0	85.7
Lydiate	33	87.9	9.1	97.0
Maghull	54	74.1	14.8	89.9
Melling	24	79.2	8.3	87.5
Netherton	28	92.8	7.1	99.9
Orrell	26	53.8	34.6	88.4
Sefton	70	77.1	15.7	92.8
Simonswood	73	79.5	9.6	89.1
Tarbock	48	83.3	2.1	85.4
Thornton	22	51.6	45.5	97.1
Toxteth	57	63.2	17.5	80.7
Ulnes Walton	44	65.9	6.8	72.7
West Derby	21	66.7	23.8	90.5
Total	1095	76.9	10.3	87.2

Source: DDM 5/1–5.

Note: 'Major' townships are those townships contained in this table where the majority of the Molyneux estate was situated. These are all represented by more than 15 entries in the contract books.

strangers.⁴⁴ The estate was probably actively encouraging its own tenants to contract for land within the estate boundaries. It was not unknown for tenants from south-west Lancashire to contract for land in the distant satellite of Ellel, on the outskirts of Lancaster, and vice versa. For instance, in 1696, Richard Garner of Knowsley contracted for a one-acre tenement in Ellel for the lives of himself, his wife and son. In 1690, Thomas Lowe, an Ellel husbandman,

⁴⁴ The proportion of 'strangers' was higher on the Molyneux estate than on other Royalist estates in the same period. The leases of six other Royalist estates from the period 1632–57 show that 15 leases were issued to 'strangers' and 57 were issued to old tenants or relatives. B. G. Blackwood, 'The Lancashire cavaliers and their tenants', *THSLC* 117 (1966), p. 20.

contracted for a 20-acre tenement in Ulnes Walton which had the life of a widow in being. The new lease, for which Lowe paid £40, was for the lives of the widow, Thomas Lowe, and his wife.

However, the situation is more complex than Table 2 shows, for not only is the geographic origin of contractors important, but the relationship between the lives in the lease is also significant. Clay holds that the lives in a typical three-life lease 'were those of the tenant himself, his wife, and his eldest son, or of himself and of two children'. He further suggests that leases were usually kept topped up with their full complement of three lives and only if a leaseholder was utterly unable to afford the fine, or had no heirs to succeed him, would he fail to keep his lease 'filled up'.⁴⁵

Table 3 shows the relationships between the three lives in the 1272 contracts entered into between 1649 and 1697. Although the relationships are dominated by immediate nuclear family members, there is also a preference for certain relations to be nominated as the second and third lives. For instance, whereas wives and sons were the most likely to be named as the second life on a lease, and sons were the most likely to appear as third lives, daughters were much more likely to be named as a third life than a second life. Extended family members were rare, although there was a slightly greater tendency for lessees to name extended family as the third life. Further extended family members may be concealed by those individuals who shared a common surname but for whom no relationship is determinable.

Although immediate family dominates, and the range of extended family called upon is impressive, other, more complex patterns emerge. A high proportion (15.5 per cent) of leases were only issued for two lives, with a handful (3.7 per cent) only issued for one life. Whether this was due to the inability of tenants to raise the fine for three lives, or because kin was not available, is not clear. The former, however, does seem to be the more likely reason. On the other hand, it could be the case that people were prepared to risk having a lease for only two people, on the grounds that if one died, another one could be added. If money was scarce, or if the entry fine could only be raised by borrowing money, then it would not be unreasonable to contract for land naming only two lives if money was needed for sustenance or farm investment.

There are a significant number of people who are named as lives who were not relatives of other people named in the lease. Of the 1225 second lives, 11.4 per cent were not related to the first life in the lease. Of the 1074 third lives, 24.5 per cent were not related to the first life and 16.9 per cent were not related to the second life. Non-relatives were consistently preferred to female relatives for the second and third lives. Indeed, although the third life was most likely to be the son of the first life, non-relatives comfortably outnumbered daughters, wives, brothers and sisters. Although the relationship between the third life and the second life is dominated by brothers, sisters and sons together, non-relatives outnumbered each of these individually.

Table 4 shows the relationships that existed between the different lives in the leases, distinguishing between leases where the lessee was also the first life, leases where the first life was a relative of the lessee and leases where the first life was not a relative of the lessee. The dominant form was for the lessee to appear as the first life and the large number of wives and sons indicates that most of this group conformed to the 'typical' pattern of immediate nuclear family

⁴⁵ Clay, 'Lifeleasehold', pp. 83, 84.

TABLE 3. Relationships between the three lives in leases entered in the contract books, Molyneux estate, 1649–97

<i>Relationship</i>	<i>Life 2 to life 1</i>		<i>Life 3 to life 1</i>		<i>Life 3 to life 2</i>	
	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>	<i>No</i>	<i>%</i>
Aunt	1	0.1	3	0.2	4	0.3
Brother	190	14.9	90	7.1	206	16.2
Brother in law	1	0.1	1	0.1	13	1.0
Common surname	41	3.2	66	5.2	58	4.6
Cousin	2	0.2	5	0.4	5	0.4
Daughter	57	4.5	150	11.8	66	5.2
Daughter in law	1	0.1	12	0.9	5	0.4
Extended family	1	0.1	0	0.0	2	0.2
Father	4	0.3	6	0.5	1	0.1
Father in law	0	0.0	0	0.0	4	0.3
Granddaughter	3	0.2	4	0.3	2	0.2
Grandfather	0	0.0	1	0.1	3	0.2
Grandmother	1	0.1	2	0.2	5	0.4
Grandson	6	0.5	15	1.2	5	0.4
Great grandmother	0	0.0	0	0.0	2	0.2
Husband	0	0.0	2	0.2	0	0.0
Mother	25	2.0	17	1.3	15	1.2
Mother in law	0	0.0	2	0.2	7	0.6
Nephew	5	0.4	6	0.5	13	1.0
Niece	1	0.1	1	0.1	2	0.2
No second life	47	3.7	n/a	—	n/a	—
No third life	n/a	—	198	15.6	198	15.6
Non-relative	140	11.0	263	20.7	216	17.0
Sister	101	7.9	106	8.3	211	16.6
Sister in law	2	0.2	2	0.2	5	0.4
Son	315	24.8	295	23.2	194	15.3
Son in law	1	0.1	0	0.0	0	0.0
Uncle	1	0.1	4	0.3	10	0.8
Wife	326	25.6	21	1.7	20	1.6
[Total]	1272	100.0	1272	100.0	1272	100.0

Source: DDM 5/1–5.

Notes: The figures refer to the frequency of different relationships between life 1, life 2 and life 3 on the leases. The first column gives the relationship of life 2 to life 1, expressed in that way. Therefore, “daughter” means that the individual named as life 2 is the daughter of the individual named as life 1, and so on. ‘Common surname’ refers to lives who share a common surname, but for whom no relationship between the individuals is determinable. ‘Extended family’ includes extended family members not covered by any other relationship. This includes one lease where the lives consist of the lessee, his aunt and his wife; one lease where the lives consist of the lessee, his nephew and his daughter in law; one lease where the second life is given as being the ‘next relation’ of the first life, although they have different surnames.

TABLE 4. Relationships between the three lives in leases entered in the contract books, categorized by lessee, Molyneux estate, 1649–97

Relationship	Where lessee is also the first life			Where first life is a relative of the lessee			Where first life is not a relative of the lessee		
	L2:L1	L3:L1	L3:L2	L2:L1	L3:L1	L3:L2	L2:L1	L3:L1	L3:L2
Aunt	1	1	1	0	2	2	0	0	1
Brother	51	36	109	107	41	63	26	11	26
Brother in law	0	1	12	0	0	1	1	0	0
Common surname	23	40	30	5	10	11	7	8	10
Cousin	1	1	2	1	4	3	0	0	0
Daughter	37	113	56	8	25	3	12	9	6
Daughter in law	0	12	4	1	0	1	0	0	0
Extended family	0	0	2	0	0	0	1	0	0
Father	4	5	0	0	1	1	0	0	0
Father in law	0	0	3	0	0	1	0	0	0
Granddaughter	1	1	1	2	2	1	0	1	0
Grandfather	0	0	2	0	0	0	0	0	0
Grandmother	0	1	4	1	0	1	0	1	0
Grandson	2	9	5	1	5	0	2	1	0
Great grandmother	0	0	1	0	0	0	0	0	1
Husband	0	0	0	0	2	0	0	0	0
Mother	18	12	10	3	2	1	2	2	3
Mother in law	0	1	7	0	1	0	0	0	0
Nephew	3	3	10	2	3	3	0	0	0
Niece	0	0	1	1	1	1	0	0	1
No second life	4	0	0	2	0	0	2	0	0
No third life	0	100	100	0	28	28	0	28	28
Non-relative	63	133	127	22	55	47	49	66	34
Sister	26	21	85	58	71	98	14	11	24
Sister in law	0	1	4	2	0	1	0	1	0
Son	226 ^a	263	176	57	20	8	24	7	9
Uncle	1	1	7	0	1	1	0	1	1
Wife	313	19	15	3	2	1	7	0	3
[Totals]	774	774	774	276	276	276	147	147	147

Source: DDM 5/1–5.

Notes: See Table 3 for explanation of relationships.

^a Includes one son in law.

members. For the second group, the large number of brothers and sisters indicates that the typical pattern was for the lessee to name three children as the lives. The final group shows comparatively weak kinship links between the lives in leases with leases much more likely to be issued for only two lives and large numbers of unrelated individuals filling the lives. Across the three groups there is an increasing tendency for the third life to be unrelated to the first life, forming 19.7 per cent of such relationships for the first group, 21.3 per cent for the second group and 55.5 per cent for the third group.

It is clear from the evidence presented so far that although lessees were more likely to name themselves, their wives and sons as lives in leases, this was not the only form and a significant proportion did not conform to this pattern. Indeed, a large number of lessees did not name either themselves or members of their immediate family as lives. However, so far we have only looked at the relationship between the lives in the leases in the aggregate. Also of significance are the combinations of different relationships appearing on leases.

Table 5 shows the combinations of lives in leases. For leases where the lessee appeared as the first life (group 1), two dominant combinations emerge. Most common was for the lessee's wife and child (usually son) to occupy the second and third lives (27.3 per cent); slightly less common was for the lessee to name himself and two of his children as the three lives (18.5 per cent). Those lessees who did not name themselves as a life on the lease (group 2) again showed a preference towards nuclear family members with almost 40 per cent of such individuals naming three children as the lives, and 14.9 per cent naming their wife and two children. Out of the 1,050 leases in the first two groups, 48 per cent of lessees named some combination of themselves, their spouse and their children. However, this is perhaps not as high a proportion as one might expect and certainly causes us to doubt the existence of compact family groups bound to each other, the land and the landlord. Indeed, the nuclear family does not appear to be a particularly secure group as even within the group of lessees who named themselves as the first life, more than half could not fill a three-life lease with three members of the nuclear family. One in eight of such leases were granted for only one or two lives; almost one in five named a non-relative as one of the lives. Lessees who named a relative as the first life were more likely to fill the three lives with only one in ten of such leases being issued for two or three lives; however, almost one in four named a non-relative as one of those lives. For the group of lessees who named a non-relative as the first life, the blood ties between the three lives were very weak. Although 15 per cent named three individuals who were siblings, almost one in five contracted for fewer than three lives and over 45 per cent named non-relatives. Overall, some 22.6 per cent of the leases represented in Table 5 named non-relatives and a further 12.7 per cent were issued for only one or two lives.

The complexities apparent in the combinations of relationships between the individuals named as lives are fundamental to an understanding of the economy of the leasehold land market of south-west Lancashire in the seventeenth century. The relatively high numbers of non-relatives are important and it is necessary to address the question of why they were present. The focus so far has been exclusively on the relationship between the lives and the lessee. However, the lessees themselves were a complex group. They were not necessarily the head of a nuclear family contracting for land for their own or their family's use in the parish in which they resided. Indeed, one in four lessees were not contracting for land in their place of residence

TABLE 5. Combinations of relationships of lives in leases, Molyneux estate, 1649-97

<i>Life 2 to life 1</i>	<i>Life 3 to life 1</i>	<i>Life 3 to life 2</i>	(1)		(2)		(3)	
			<i>N</i>	%	<i>N</i>	%	<i>N</i>	%
Child	child	sibling	143	18.5	41	14.9	10	6.8
Child	relative	relative	39	5.0	6	2.2	1	0.7
common surname	common surname	common surname	3	0.4	1	0.4	2	1.4
common surname	common surname	relative	10	1.3	1	0.4	2	1.4
no second life	no third life	no third life	4	0.5	2	0.7	2	1.4
non-relative	no third life	no third life	11	1.4	3	1.1	5	3.4
non-relative	non-relative	non-relative	16	2.1	5	1.8	7	4.8
non-relative	non-relative	relative	19	2.5	9	3.3	30	20.4
non-relative	relative	non-relative	12	1.6	3	1.1	2	1.4
other non-nuclear	other non-nuclear	other non-nuclear	15	1.9	5	1.8	8	5.4
Relative	common surname	common surname	24	3.1	8	2.9	3	2.0
relative	no third life	no third life	78	10.1	11	4.0	17	11.6
relative	non-relative	non-relative	90	11.6	36	13.0	23	15.6
relative	relative	relative	24	3.1	11	4.0	3	2.0
sibling	no third life	no third life	4	0.5	12	4.3	3	2.0
sibling	relative	relative	13	1.7	10	3.6	4	2.7
sibling	sibling	sibling	31	4.0	109	39.5	22	15.0
spouse	child	child	211	27.3	1	0.4	3	2.0
spouse	other relative	other relative	27	3.5	2	0.7	0	0.0
[Totals]			774	100	276	100	147	100

Source: DDM 5/1-5.

Notes: See Table 3 for explanation of relationships.

Column 1 shows the frequency of each combination of lives on leases where the first life was the lessee. Column 2 shows the frequency of each combination of lives on leases where the first life was a relative of the lessee. Column 3 shows the frequency of each combination of lives on leases where the first life was not a relative of the lessee.

(Table 6). However, the majority of lessees who were contracting for land in their native township were, apparently, heads of family groups and almost 70 per cent of the second and third lives were filled by family members. Non-relatives were not a major feature of these leases, forming 8.6 per cent of first lives, 13.7 per cent of second lives, rising to 19 per cent of third lives. However, over 15 per cent of these leases were issued for only two lives. For the native contractors, therefore, 34 per cent of third lives were either unfilled or filled by non-relatives.

The non-native contractors show a different pattern of lives. A smaller proportion named themselves as one of the lives and, conversely, they named a much higher proportion of non-relatives as lives. Indeed, 18.5 per cent of first lives named by the non-native contractors were not related to the lessee, 21 per cent of second lives were not related and over 27 per cent of third lives were non-family members. However, non-native contractors were more likely to contract for a lease for three lives with only nine per cent of third lives being unfilled.

TABLE 6. Relationship between contractors and the lives in the leases, native and non-native contractors, Molyneux estate, 1649–97

<i>Relationship</i>	<i>Native Contractors</i>			<i>Non Native Contractors</i>			<i>Total</i>
	<i>L1</i>	<i>L2</i>	<i>L3</i>	<i>L1</i>	<i>L2</i>	<i>L3</i>	
Lessee	576	7	3	198	6	3	793
Relative	165	671	501	116	282	223	1958
Non-relative	72	115	159	74	84	109	613
Common surname	24	37	47	12	22	29	171
No second life	n/a	7	n/a	n/a	6	n/a	13
No third life	n/a	n/a	127	n/a	n/a	36	163
Total	837	837	837	400	400	400	3711

Source: DDM 5/1–5 Molyneux estate contract books, 1649–97.

Notes: The lives in this table are measured in terms of their relationship with the individual who contracted for the tenement with the Molyneux estate. The figures do not refer to the relationship between the different lives in the lease.

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It was the demand for capital that was largely responsible for the complexities apparent in the three-life lease system of south-west Lancashire in the second half of the seventeenth century. The estates were demanding high entry fines which many smaller tenants could not afford. Some tenants were also suffering under composition fines for their recusancy, and despite their loyalty to the Catholic faith and the encouragement of plebeian Catholicism amongst the tenantry, the Blundell estate were not prepared to pay composition fines for their tenants.⁴⁶ However, burgeoning trade within and beyond the region generated a surplus of capital for those engaged in the trades and professions. Indeed, capital investment and credit was largely responsible for the increased integration of the agricultural and non-agricultural sectors, and it was through credit that the leasehold landmarket in south-west Lancashire was increasingly locked into a capitalist economic system from the mid-seventeenth century. Stobart has demonstrated the links between urban centres and the rural hinterland in the first half of the eighteenth century in south Lancashire, and it is clear from his analysis of probate records that the urban system was well integrated with rural settlements.⁴⁷ However, his analysis of probate materials does not indicate the nature of the links between settlements. For south-west Lancashire, many of these links were undoubtedly based upon a credit network which was dependent upon Liverpool wealth. However, the credit network was more complex than this and urban centres elsewhere within Lancashire – as well as London and other places further afield – were also contributing to the economic recovery of south-west Lancashire.

⁴⁶ DDBI 54/41.

⁴⁷ J. Stobart, 'Regional structure and the urban

system: north-west England, 1700–1760', *THSLC* 145 (1996), pp. 45–73.

The early capital market in Lancashire, as elsewhere, is usually seen as being the preserve of the money-scrivening attorneys, individuals such as John Plumbe, a Liverpool attorney whose early experience of the operation of rural society was gained in the service of Nicholas Blundell. By the 1720s he had built up a substantial landed estate using money which he had acquired through his legal practice, and widespread involvement in money lending.⁴⁸ Plumbe was only one of many attorney-financiers, and there is evidence to suggest that money lending and credit networks were becoming more intricate and extensive in the decades after the civil war.⁴⁹

The contract books show that credit was being supplied by a much wider group of individuals than attorneys. The complex relationship between contractors, lessees and lives in leases testifies to an intricate social structure bound together by economic interaction and integration. What was the motivation of individuals such as Edward Sutton, a Liverpool blacksmith, who in 1655 contracted for a tenement in Altcar? Or Richard Maudsley, a carpenter from Rainhill who contracted for five acres of moss in Kirkby in 1661? Or George Croft, a Liverpool merchant who in 1666 contracted for a messuage and tenement in Toxteth? What interest did Mr John Hindley of Horsham in Sussex have in a 60-acre messuage and tenement in Altcar? What caused Francis Ireland, a 'gent' from London, to contract for three roods of land in Aughton in 1684? And what caused the complexities apparent in the lives in leases? Ireland named himself as the first life, his wife as the second life and one Robert Godfrey of Aughton as the third life who was described as being the 'constant inhabitant'. Five years earlier one Mary Eccleston of Charnock Richard had contracted for a messuage and tenement in Ulnes Walton naming herself as first life, Ann Malory, the wife of a London gentleman as second life and John Clark, son of Henry Clark of Long Preston (Yorkshire) as third life. In 1687, a Liverpool gentleman named John Winstanley contracted for a messuage and tenement in Ellel containing six and a half acres, on behalf of his grandson, John Winstanley, an infant. The second life on the lease was an apothecary from Preston called Joseph Winstanley, who may have been related to the contractor and his grandson. The third life was one James Sutherne, a mariner from Liverpool. It is unlikely that any of the four people would farm this land themselves, and family connection was strong in this case, but the geographical spread between the land and the individuals is remarkable. The location of the land was not a major consideration, the land serving merely as an investment.

A rather different case is the contract entered into by Richard Marcer in 1693. Little is known about him, but it is fair to assume that he was either a tradesman or merchant, given that he was contracting for a tan house in Liverpool.⁵⁰ The first life on the lease was his 20 year old

⁴⁸ B. L. Anderson, 'The attorney and the early capital market in Lancashire' in J. R. Harris (ed.), *Liverpool and Merseyside* (1969), pp. 50–77; A. J. Gritt, 'Plumbe, John (bap. 1670, d. 1763)', *Oxford Dictionary of National Biography* (2004).

⁴⁹ M. Miles, 'The money market in the early industrial revolution: the evidence from West Riding attorneys, c. 1750–1850', *Business Hist.*, 23 (1981), pp. 127–45; B. A. Holderness, 'Credit in English rural society before the nineteenth century, with special reference to the period 1605–1720', *AgHR* 24 (1976), pp. 97–110. It has also

been argued that 'the growth of both the government and the economy [between the late seventeenth and late eighteenth centuries] was intimately connected to borrowing'. J. Hoppit, 'Attitudes to credit in Britain, 1680–1790', *Historical J.* 33 (1990), pp. 305–22. See also R. G. Wilson, 'Merchants and land: the Ibbetsons of Leeds and Denton, 1650–1850', *Northern Hist.*, 24 (1988), pp. 75–100.

⁵⁰ A will was proved in 1710 for a Richard Marcer of Liverpool who was described as a tanner, although it is not certain if both documents relate to the same individual. WCW, Richard Marcer, Liverpool, 1710.

son, the second was the 16 year old son of a tanner from Kirkby, and the third was the 28 year old son of a yeoman from Upholland. Again, the geographical spread is remarkable, and here the integration of the agricultural and industrial economy, and the rural and urban economy, finds clear expression in a single contract.

Cases such as these were in the minority, but nevertheless, large numbers of leases did not conform to the simplistic nuclear family model. The most common group of people who appear on leases, usually as third lives, without having any apparent relationship with any other of the lives in the lease, are gentlemen, yeomen, and tradesmen, or members of their families, who do not appear to have any historic or familial link with the land or the other lives. Such individuals as Thomas Dewhurst, a salter from Walton who appears as the third life in a Fishwick lease in 1649; Sarah Glover, the wife of a mercer from Prescott who appeared as the third life of a Tarbock lease in 1669; Richard Percival and Henry Lathom, the sons of a Chetham (Cheshire) merchant and Whiston gentleman respectively who were the second and third lives on a 44-acre messuage and tenement in Toxteth in 1681. There was clearly an established credit system that financed the active leasehold land market, where individuals loaned the money required to pay the entry fine, inserted a name as the third life as security, and received the loan money back at interest. It seems likely that much of the loaned capital evident in probate inventories of the period was for the raising of entry fines. Such a situation occurred in 1694 when John Johnson of Downlitherland paid the £216 entry fine for Katherine Walley, an infant, for a 26-acre messuage and tenement in Walton near Liverpool. The contract book specifies that 'hee shall hold & enjoy the s[ai]d tenem[en]t towards the raising his money w[i]th lawfull interest'.⁵¹

The relationship between non-agricultural money, that is, the wealth of urban merchants, urban and rural tradesmen and craftsmen, wealthy farmers and yeomen, and the smaller farmers and weaker members of the agricultural sector, was highly developed. It may have been exploitative, in as much as interest was payable on the capital, but it no doubt allowed smaller farmers to access land that they would otherwise not have been able to afford, it gave them access to capital which could be invested in their agricultural activities, and the agricultural sector and the urban, or trades sector, were increasingly integrated through this process. Individuals regularly invested in other people's farms, rather than investing in their own. The Fazakerley family contained several individuals who were engaged in this type of activity. In the 1650s, Edward and Nicholas Fazakerley, who were probably father and son, were both employed by the Molyneux estate.⁵² In 1653, Edward Fazakerley was described as an estate 'officer' while the following year Nicholas was entrusted with collecting the rents from Molyneux tenants in Sussex, and dealing with Molyneux's debts in London.⁵³ Edward was worth just over £1221 when he died in 1676, of which £874 was money owed to him.⁵⁴ Both individuals are recorded as contracting for land on behalf of other people, and they also named family members as third lives in the leases of non-relatives.⁵⁵ Undoubtedly they continued this activity during the 1670s when there is a gap in the contract books. However, both individuals were also continuing to farm

⁵¹ DDM 5/1-5.

⁵² DDM 5/1-5; DDM 14/9.

⁵³ DDCl 629, 638.

⁵⁴ WCW, Edward Fazakerley, 1676.

⁵⁵ DDM 5/1-5.

themselves as well as loaning money to other people. At the time of his death in 1676, Edward had livestock valued at £188 and corn and hay valued at £31, thus making him one of the more substantial farmers.⁵⁶ Nicholas outlived Edward and in 1685 contracted for a tenement of 99 customary acres in Altcar, apparently for his own use, which put him at the head of the landholding hierarchy in Altcar. Indeed, this contract took his total landholding in Altcar to more than 460 statute acres, land that he still held in 1697.⁵⁷

This pattern is repeated across the estate, and there are numerous individuals who were very frequent contractors for land, and named family members on the leases of others. One such individual was Edward Darwin, described in the contract book as a yeoman from Sefton. Over a forty-five year period his name is associated with 19 leases in Sefton, Simonswood, Nether-ton and Ford, including six leases for a messuage and tenement, one for a tenement without a house, one for a parcel of a tenement, and eight for moss ground. The other three are not specified. With a total acreage in excess of 135 customary acres, and the fines amounting to more than £509, this would make him one of the more substantial and wealthy farmers in this vicinity. He was of higher social status than the majority, but the pattern of lives in the leases informs us that he was not farming this land himself, neither was he merely letting land out to subtenants. Rather, some of the land was probably farmed by himself, whereas in other cases he was loaning money for the raising of the fine. When he died in 1693, around 30 people owed him almost £210 out of a total inventory value of £510. Some of these debts were only for small amounts, but nine people owed him ten pounds or more, sufficient to pay the fine on a small tenement.⁵⁸

Darwin's wife and son both appear as third lives in leases of non-relatives. On several occasions he was associated with non-natives who were contracting for land on the Molyneux estate, and he was a regular negotiator on the behalf of other people. How the contacts with these non-natives were made is not apparent and people with whom he entered an agreement were scattered across urban and rural south-west Lancashire. Sometimes these people were local widows or infants, people who were either not able, or were unwilling to negotiate for themselves. Such individuals probably benefited from using the services of a regular negotiator who was known to the estate and trusted by them. For instance, it might have affected the entry fine, if, through skilled negotiation, a better deal was struck for the tenant. The most likely explanation, however, is that widows and infants did not have the means to raise the entry fines themselves. By entering into an agreement with the local miller, blacksmith, carpenter or wheelwright, the tradesman would do the negotiating because it was his money that was securing the lease. In this respect, these individuals were acting not only as negotiators, but also as guarantors to the Molyneux's agents if they were unsure as to the financial position of prospective tenants. The system of loaning the money for the entry fine limited the risk taken by the estate while placing it on the negotiator. The negotiator in turn had the insurance that he, or more usually his wife, son or daughter, was named as the third life on the lease and therefore

⁵⁶ WCW, Edward Fazakerley, 1676.

⁵⁷ DDM 14/9.

⁵⁸ WCW, Edward Darwin, Sefton, 1691. Both the will

and the inventory are damaged and many of the names of people who were indebted to Darwin are unfortunately illegible.

had a greater chance of seeing a return on the invested capital even if the individuals on whose behalf the negotiating was done either died or proved unable to repay the capital. Out of Edward Fazakerley's loaned out capital, £35 8s. 1d. was classified as 'debts owing to the decedente without specialty sperat and desprat' with the remaining £839 3s. 7d. said to be 'debts owing to the decedente by specialtys to bee paid by yearly payments'.⁵⁹ Although there was some risk of losing capital, therefore, the credit system, and the state of the economy was sophisticated enough to keep this risk to a minimum.

However, the credit that the larger farmers extended to the smaller farmers had the effect of protecting the smaller farmers from the economic forces that might otherwise have forced many of them out of farming. In the low-pressure, low-rent system of the period 1650 to 1750, the larger farmers were not consolidating their landholding by squeezing the smaller farmers out as they did elsewhere in England in the same period. Indeed, the 460-acre farm in the hands of Nicholas Fazakerley was not the result of land acquisition at the expense of small farmers. He inherited 236 acres from a lease his father had taken out in 1668; 218 acres came from the contract he entered into in 1685, land which had previously been held as a single unit by a Miss Werraly; a further lease for seven acres had been taken out in 1680, but the previous history of this piece of land is not known. The Fazakerley family, however, and other large farmers of south-west Lancashire were not aggressively acquiring land at the expense of others. Rather, they were prolonging the existence of the smaller farmers by loaning the money to raise the entry fines. The larger farmers were avoiding risk and obviously preferred to secure a steady return on capital in the form of interest rather than make uncertain investments in their own farming. Yet farmers were not the only individuals investing in the agricultural economy. Tradesmen, merchants and professional men were each lending capital to small farmers and thereby provided the tenants with the means to access land and provided the landlords with their major source of income.

VI

How typical south-west Lancashire was is not clear. Certainly the issues affecting the landlord-tenant relationship and the need for social stability and economic recovery are not unique, and much more detailed research needs to be carried out in other regions. It is clear that three-life leasehold provided security of tenure for the tenants of Lancashire's royalist landlords in the second half of the seventeenth century. The financial position of estates was probably healthier in 1700 than it had been in 1650. Landlords had not faced an internal challenge for their authority and the majority of tenants appear to have been deferential, although their external political influence was much reduced and most landlords carefully avoided any involvement in the 1715 Jacobite uprising. Nevertheless, this economic recovery, and the evident longevity of tenure, was only possible through the incursion of outside wealth and a complex credit network that was necessary to raise the money for the entry fines. However, the relationship between the individuals named as the lives on the leases was clearly much more complex than

⁵⁹ WCW, Edward Fazakerley, 1676.

Clay suggested. Indeed, the nuclear family-land bond was a preference of landlords that detailed investigation shows to be mere theoretical fancy. The management of the system required complex record keeping and while the estate management of the Blundell family was personal and very hands-on, the much larger Molyneux estate required less personal management by stewards. Whilst the two systems were very different, and the Blundells actively discouraged the commodification of land characteristic of agrarian capitalism, the basis on which tenants were selected suggests that personal familiarity and religious empathy remained more important than their farming skills or degree of capitalization. Even on the Molyneux estate, familiarity with a tenant's family was an important factor in selecting tenants, and the incursion of non-agricultural and distant wealth was a product of the under-capitalization of many tenants.

Nevertheless, external money provided farmers with access to land without which the majority would have suffered impoverishment. Despite the fact that lifeleasehold fines stripped tenants of capital at the start of the lease term, increased levels of capitalization would not necessarily have led to more productive use of capital within the farming sector. In this period innovation was not capital intensive, although the gradual enclosure and improvement of the mosses, and the large-scale marling of land, was undoubtedly labour intensive for the family farmers.

Despite the inability of many tenants to fill a lease with three members of the nuclear family, and the high turnover of tenants so disapproved of by the Blundells, there was clearly sufficient stability within the tenant families, and a wide social gulf between the mass of smallholders and their landlords. Consequently, there was a large core of plebeian Catholics who had also suffered the privations of war, and they needed the protection of their Catholic landlords. Indeed, any attempt by the tenants to destabilize the local economy and social structure would hardly have served their best interests. In many cases, despite the assistance of outside capital to provide the money necessary for the entry fines, this did not result in the large scale incursion of 'strangers', or individuals and families whose cultural values differed from their own. Indeed, although the external wealth was necessary and resulted in a high proportion of non-relatives and strangers as the lives on the leases, the occupancy of tenements and the day to day farming operations were undoubtedly carried on in the context of a community with shared cultural values and the bond of Catholicism between themselves and their landlords.