

Underwriting disaster: risk and the management of agricultural crisis in mid-nineteenth century Cheshire*

by Stephen Matthews

Abstract

This paper uses evidence from the Cheshire epidemic of Cattle Plague in 1865–6 to examine current ideas about the character of the landlord-tenant relationship in nineteenth-century England. Earlier work by a number of historians, notably David Stead, has suggested that landlords used the tenurial relationship to transfer the risk of farming to their tenants in return for fixed rents. This paper reviews the debates which surrounded the plague epidemic – whether, for instance, it was the duty of government to offer compensation – and shows that, in these extreme conditions, landlords were compelled to offer at least some support to their tenants. It suggests that they did so for a variety of reasons, including a sense of responsibility towards them, but also out of a long-term concern for the future of farming and the landscape on their estates.

Cheshire has been long famous for its cheese; and that branch of agricultural husbandry requiring much experience and manipulative skill, has given a peculiarity of character to the farming, and to the habits and management of the farmers.¹

Cheshire was, by the mid-nineteenth century, well established as a dairying county.² It was known for its cheese by the late sixteenth century at the latest. In the later seventeenth century

* In his retirement Stephen Matthews published a succession of papers on the Cheshire Cattle Plague epidemic of 1865–6. He prepared and submitted a draft of this paper in his final illness. When referees' reports were received, he felt unable to implement their suggestions, and asked me, as editor of the *Review*, to see the paper into print. I have made wholesale revisions and added text in some of the areas recommended by the *Review's* referees, including the whole of the introduction. This is certainly not the paper Matthews would have prepared if his health had allowed him to make revisions, but it is a fitting conclusion to the work of an interesting historian with highly individual concerns. In his final draft, Matthews offered his thanks: 'I am also grateful for advice received from Dr David Stead, who read an earlier version, Mr Charles Foster at Arley, and Miss E. Simpson, the archivist at Eaton, and help from the staff at the Cheshire Record Office'. He added that any errors were his, but in truth, they are probably mine. RWH

¹ James Caird, *English agriculture in 1850–51* (1852, repr. 1968), p. 252. For another mid-century account of Cheshire dairying, Frederick Law Olmsted, *Walks and talks of an American farmer in England* (1852, rev. edn 1859, repr. 1967), chs 20–2. His tour took place in 1850,

but his text is derivative of Caird's.

² For the following, see C. F. Foster, *Cheshire cheese and farming in the north-west in the seventeenth and eighteenth centuries* (1998), part one.

it developed a coastal trade with London, and Cheshire cheese superseded Suffolk cheese as the capital's cheese of choice. In 1808 it was estimated that some 11,500 tons was made annually in the county, and perhaps as much again in surrounding counties was sold under the 'Cheshire' name. Whilst Foster has shown how farm sizes grew and has suggested that growth was driven by the developing technology of cheese production and the need for bigger herds, by the mid-nineteenth century the dairying districts of the county remained ones of small, tenanted farms. Caird, visiting the county in 1850, was not impressed by the quality of the farming. There had recently been a big investment in under-draining, but he felt that much of this had been squandered by farmers who had little idea of what they were about. The introduction of ground bone manure had greatly improved the quality of the grassland by encouraging the growth of clover, trefoils and more succulent grasses. Applied at a rate of one or two tons per acre, its effect lasted for 10, 15 or even 20 years. Some farmers told Caird that it had doubled the quantity and improved the quality of cheese. Overall though, Caird was not impressed with the quality of Cheshire dairying: 'in the management of cows there is nothing particularly good'. So, whilst improvement had made limited progress, Caird thought that the tenants' returns were low, with a disproportionate proportion of the farmers' profit creamed off by the lord. Their 'hard work and frugal living' was poorly rewarded.³

Caird introduces us to the twin themes of this essay, dairying and tenancy. It continues the account of the severe crisis that hit Cheshire dairy farming in 1866–7 with the appearance of a cattle disease – rinderpest – to which contemporaries had no answer except slaughter.⁴ The mortality of animals was high, and, as a high proportion of a tenants' capital took the form of livestock, the blow to the agricultural economy in the county was enormous. But, where did Cheshire landlords stand in all of this? Following on from work by Avner Offer, David Stead has recently argued that, for the period from 1750 through to 1850, farmers bore most of the risk of farming.⁵ Landlords drew a fixed rent from their tenants, leaving the latter to accommodate the variable income from farming by seeing their profits rise and fall over time. Whilst tenants might be allowed to run up arrears in poor years (and Stead found that arrears were rarely paid off), this provided only a limited cushion to protect the farmer from output and price volatility. In short, the landlord's rent had a higher claim on farm income before the tenant's return on his capital. The tenant's return therefore fluctuated greatly from year to year.

Risk, in the sense of the year-on-year volatility of weather and markets, is a rather different matter to the danger of animal disease, which, in effect, destroyed capital. Stead shows that the insurance of risk by farmers was far from well developed even at the end of the period. There was some insurance of buildings, but not of other dangers such as frost or flood. Early attempts to offer insurance for cattle in the 1840s failed as the companies offering insurance could not withstand the claims arising from epidemics of pleuro-pneumonia and rinderpest and some failed, leaving claims unpaid. Mutual cow clubs seems to have been essentially

³ Caird, *English agriculture*, pp. 252–62.

⁴ For the epidemic, see Paul Brassley, 'Animal health and veterinary medicine' in E. J. T. Collins (ed.), *Agrarian History of England and Wales*, VII (2 vols, 2000), I,

pp. 588–90.

⁵ David R. Stead, 'Risk and risk management in English agriculture, c.1750–1850', *EcHR* 57 (2004), pp. 334–61.

labourers' societies and were not used by the owners of commercial herds. In any case, they normally protected themselves by excluding from their terms animals lost to rinderpest.⁶ Hence it was reported from the Arley (Cheshire) estate during the 1865–6 cattle plague that 'there is no one insured on our side of the parish' and that seems to have been typical.⁷ Indeed, it is still not practicable to insure animals against cattle disease.⁸ How then did dairy farmers (and cattle farmers in general) recover from cattle epidemics that destroyed their herds by both the direct action of disease and the implementation of policies of preventive slaughter? The rinderpest epidemic of 1865–6 lies outside the range of Stead's paper, but he usefully gathers some information of about the attitude of landlords to the earlier epidemic of the 1740s and 1750s. There was some limited government compensation available, but overall, Stead finds that landlords were not terribly generous in helping their tenants to restock, whether through direct compensation or the remission of rent.⁹ The appearance is that, even at a moment of desperate disaster, landlords did relatively little to help their tenants recover and restock, or, as Stead would put it, they accepted little of the risk.

In this paper, we discuss the experience of Cheshire in the rinderpest epidemic of 1865–6 in the terms established by Stead, acknowledging of course that his concern is with a slightly earlier period. This article argues that the reality was more subtle and complex than Stead allows, and that, whilst normal loss might be borne by the tenant, subject to cushioning by insurance and on occasion compensation, the exceptional losses caused by periodic disaster were a matter that only the landlord could address. In particular, it introduces two factors which are absent in Stead's paper. The first is the size of the tenant farm, for that conditioned whether the tenant had the opportunity to diversify. Diversification, we would agree, spread risk. It might be an option in (especially) larger arable farms but the small-scale farming practised in Cheshire did not make diversification possible for most farmers: their production was milk or cheese. Any other crops were for their own needs. The lack of diversity increased the vulnerability of Cheshire farmers and reduced their ability to help themselves after the epidemic had subsided. A second factor not considered by Stead is his failure to appreciate the symbiotic relationship of landlord and tenant. The smaller the tenant holding, the stronger the relationship had to be. Large tenant farmers, especially in the eastern counties, working perhaps 500 or 1000 arable acres, had options that were not available to Cheshire tenants with fewer than 50. Their potential profit could never generate sufficient capital for them to pay for improvements to their farms, so ditching, draining, fencing and even bone dusting often had to be provided by the landlord, albeit at a cost reflected in a supplement to the rent. The landlord, on the reverse side of this mutual dependency, needed tenants to fill the farms, to the extent that agents often permitted weak tenants to continue rather than risk a change. From very slight evidence, there does not seem to have been any shortage of applicants for farms in Cheshire, but a critical part of the agent's role was to sift through them to select the most

⁶ Stephen Matthews, 'Cattle clubs, insurance and plague in the mid nineteenth-century', *AgHR* 53 (2005), pp. 200, 202–3.

⁷ Id., 'Our suffering county: Cheshire and the cattle plague of 1866', *Trans. Lancashire and Cheshire*

Antiquarian Soc. 96 (2000), p. 107.

⁸ I am grateful to Paul Brassley for clarifying this point.

⁹ Stead, 'Risk and risk management', pp. 353–4.

suitable, including obtaining references and making enquiries of a previous landlord about why a tenant had left.¹⁰ Stead's argument fails in that it treats the relationship between the parties as an impersonal one and overlooks their ultimate interdependence. His principle succeeds in the management of everyday risk, of everything within normal parameters, but outside them, the interdependence was paramount. There is a difference between risk management and disaster management and the latter reveals the weaknesses in the argument. This became apparent in arable counties later in the century when wholesale failures in the corn-growing districts faced landlords with the unpalatable choice of taking farms in hand or importing tenants from elsewhere on whatever terms could be had.¹¹

This article, therefore, tests Stead's argument by examining the extent to which Cheshire landowners supported their tenants when disaster struck and whether, in that situation, they themselves shouldered some of the risk of farming. Whilst Caird observed in 1850 that of all the counties that he had visited, landlords in Cheshire took the greatest share of the farmer's profit from the land, a researcher considering the relationship of landlord and tenant in Cheshire in the middle of the nineteenth century is struck not only by the number of gentry families who ran its affairs but also by the survival among them of a paternalistic attitude in which uninterrupted maintenance of the landscape was regarded almost as a family duty. Consciously or not, they accepted a distinction between their share of profit in normal times and their responsibility, not so much for their tenants as for the landscape they owned, in times of real adversity.

I

Although there were other cattle diseases that caused concern, such as pleuro-pneumonia, these could be contained within normal arrangements. None had the devastating effect of the outbreak of rinderpest, which brought ruin to rural Cheshire from the end of 1865 until June of 1866, when it died down. The disease entered the country through a consignment of cattle from the Baltic landed at Hull on 19 May 1865. By the time the infection had become apparent, the cattle had been widely dispersed throughout the country so that by the end of July there were 82 known sites of infection. It was the first week of October before the first cases were reported from Cheshire and the beginning of December 1866 before the last cases were identified. The spread of the disease in the county was undoubtedly assisted by delays in restricting the movement of cattle, the tendency for farmers to try to dispose of suspect beasts and the reluctance of the hunts to suspend their activities.¹²

A royal commission was established in late September to advise on the best ways to deal with the epidemic. Its interim report held that the policy of slaughter was unnecessary: its final report called for its reinstatement. Its final recommendations were enacted in the Cattle Diseases Prevention Act of February 1865. This made the destruction of diseased stock

¹⁰ Stephen Matthews, 'Landlord, agent and tenant in later nineteenth-century Cheshire', *Trans. Historic Soc. of Lancashire and Cheshire* 156 (2007), p. 208.

¹¹ P. J. Perry, *British Agriculture, 1875-1914* (1973), p. 72.

¹² Stephen Matthews, 'The Cattle Plague in Cheshire 1865-66', *Northern Hist.* 38 (2001), pp. 109-10, 118.

compulsory and authorized the payment of compensation from locally-raised funds. It was this, and a general tightening of the regulations, which allowed the authorities to gain some purchase on the epidemic and stamp out the disease.¹³

Although rinderpest was feared in most English counties, Cheshire was uniquely affected, both in the proportion of cattle lost and the absolute number that died or were slaughtered. No other county came near that level of damage: 491 townships out of 555 in the county were affected. 79,469 head were lost, about 68 per cent of the total holding. Although it may be that there were not many farms entirely free of disease, such evidence as there is suggests that the incidence may have been patchy, with a bias towards a lesser impact on smaller herds.¹⁴ There were various estimates of the cash loss, but it is not always clear whether they include capital value and income loss, as the county's High Sheriff, Robert Barbour probably did when he estimated the loss at £950,000. No estimate of capital loss will be accurate because, as is shown below, cattle that had only a modest value when insured in cattle clubs, acquired a much greater one in the compensation claims, and it is hard to see how any income loss could be accurately measured.

II

We have already noted that insurance had no role to play in overcoming this catastrophe.¹⁵ Farmers looking to maintain an income during the crisis, and then to restock afterwards, had four options: government intervention, charity, assistance from their landlords, and their own resources. The last is the hardest to address. On this occasion we concentrate on the role of the landlord community, having first considered the limited role of both charity and government aid.

A vocal lobby, and not only from Cheshire, felt that government should underwrite the losses, either by setting up a compulsory state insurance scheme or by exacting a levy on all horned cattle to provide compensation for those who had suffered losses. Either could have been effective but the government was not prepared to depart from the traditional principle of county (or borough) responsibility. It could not conceive of a national response to what rapidly became a one-county crisis. Its treatment of Cheshire was part of a larger pattern of response to disaster. It refused to intervene in the Holmfirth disaster in Yorkshire (1852) when a dam burst and caused extensive devastation. Nearer home, government had refused to intervene in the Lancashire Cotton Famine (1861–5). Aid was organized locally but only for the benefit of destitute mill-hands and their families who did not have reserves to fall back on and had not had the opportunity to create them. Nothing was offered to the manufacturers themselves. The parallel between the cotton manufacturer and the farmer was explored in newspaper

¹³ Brassley, 'Animal health', pp. 588–90. For a fuller treatment of events in the county, see Matthews, 'Cattle Plague in Cheshire 1865–6'.

¹⁴ This inference conflicts with the evidence from Astbury, Stephen Matthews, 'Cattle Plague and farming survival in a Cheshire parish, 1865–6', *Veterinary Hist.* (forthcoming).

¹⁵ It was held after the crisis in a Commons debate by the Stockport MP, J. B. Smith that 'the owners of cattle should provide against accidents by insuring their property, just as the owners of horses and ships were obliged to do'. *Parliamentary Debates (PD)*, 3rd ser., 197, col. 1763.

correspondence: were they, or were they not, of the same class? Most comment concluded that the farmer, like the mill-owner, was a capitalist. If he had been imprudent and not put money by for times of adversity, then that did not qualify him for aid. Government had offered some assistance to the Irish during their famine. The recollection of this caused some resentment: in a letter to the *Chronicle*, J.W. Watkin, DCL, magistrate for parts of Lindsey, noted that although the government had refused to lift a finger to help true, loyal, hard-working English farmers, ‘They gave the lazy rebellious Irish ten millions in the time of the potato blight’.¹⁶ Overall, though, the view prevailed that, if the farmers’ plight was the concern of anybody, it was their landlords’. All the talk of government aid came to nothing, for the Exchequer refused to budge.

A partial solution was found by authorizing local authorities to levy a special rate to fund the compensation authorized by the February Act. This was limited to half the value of the beast, capped at £20, and not backdated earlier than the date the Act was passed, thereby excluding many farmers. The government refused to move on this point, for reasons that are far from clear, but limiting cost was probably at the root of their decision.¹⁷ A further perceived unfairness for Cheshire was that boroughs that had their own quarter sessions did not have to pay the rate, and the county’s biggest markets lay outside its borders and again did not contribute. Given the demography of the county, it was inevitable that the greater part of the increased rate would be paid by the countryside, and, since tenants were entitled to pass on their share, in practice this meant the landlords themselves. We will see the effect of this below. The county finally had to borrow £270,000 to finance the compensation authorized by the February Act. Farmers did receive a measure of compensation for their capital losses, but there was none for income loss, and it was the loss of cash flow that seems to have worried contemporaries most.

A charitable relief fund was established in the county at the beginning of March 1866 despite much debate about whether it was appropriate. It served to compensate those who had lost cattle before the passage of the February Act and who were excluded from its terms. Contributions were not limited to landowners. It does not seem to have been greatly successful. The *Stockport and Cheshire County News* recorded its progress until 16 May, when it had collected £25,715 2s. 4d. It was desperately soliciting funds after that date, for Richard Brooke wrote to R. E. Warburton of Arley Hall on behalf of the Cattle Plague Compensation Committee on 22 June, asking for a subscription, noting that, whilst all the Cheshire Baronets had subscribed, only seven out of the fourteen Lords had done so.¹⁸ Probably the largest contributor was the Marquess of Westminster, allegedly with £5000, but one of the Stockport MPs, J. B. Smith, contributed £250 when it was launched (though, as he was not ‘county gentry’, he perhaps has no place in this essay). It was reported some years later that the fund had reached £30,000.¹⁹ We might also include under the heading of charity the assistance of the clergy, some of whom declared that they would make a gesture to help, mostly by waiving some or all of their tithes. It is hard to discover their motives, for some clergy saw the plague as a way of encouraging the farmers in their congregation to return to righteousness, or at least church attendance.

¹⁶ *Chester Chronicle*, 12 May 1866.

¹⁷ *PD*, 3rd ser., 177, cols. 1117–8.

¹⁸ Matthews, “‘Our suffering county’”, p. 120.

¹⁹ *PD*, 3rd ser., 198, col. 1808.

The Rector of Astbury announced in his parish magazine that he was 'willing to REMIT to all tithe payers who are not at this date in arrear, a part of the tithe payable at the next audit, *in proportion to the losses* of each'. Claims had to be lodged before the 30 June following, setting out the numbers of stock lost and surviving.²⁰ That is all we know.

III

The attitude of most Cheshire landlords towards their tenantry can be best summarized as self-interested paternalism. They felt a measure of responsibility for their tenants' well-being and continuation but, whilst bonhomie should not be discounted, there was an advantage in this for them, for their main aim was the preservation of their estates for themselves and their heirs. They owned the landscape: it was their duty to conserve it. This paternalistic attitude underlay the management of many Cheshire estates, though the surviving evidence does not enable us to judge whether it was dominant or whether distinctions should be made between the attitudes of resident and absentee landlords. It is hard to define 'absentee'. A simple definition of one who had the centre of his interests outside the county is not sufficient, for that would include grandees like the Marquess of Westminster, who, despite his many interests, had the Cheshire estates very much in mind.

There was an appreciation however that not all landlords were the same. Here is a correspondent writing under the pseudonym 'Vindex' in the *Chester Chronicle* in November 1866:

Much has been said recently about the absentee system that works such sad consequences in Ireland, and much the same might be urged against the same evil in this country. In the cases to which I have referred, the difference between the conduct of the landlords may in great measure be traced to that cause. The good landlords are those who are living in constant sympathy with their tenants, whereas the other leaves them to the tender mercies of middlemen, whose precarious living may be dependent upon the success with which they can exact the last farthing from the hardworking farmer, whilst the head of the firm attends banquets in Southampton, in honour of Governor Eyre, his burnings, shootings and hangings in Jamaica.²¹

But the difference between resident and paternalist landowners and absentees is very hard to pin down as most our evidence comes from resident families.

Amongst the 'paternalists', the preference was for tenancies to pass from father to son and on to grandson even after the system of three-life tenancies had been replaced by rack-renting. The land agents' maxim seems to have been 'better the Devil you know' to the extent that sometimes one senses that they were seeking a reason to allow a failing tenant to stay, rather than face reality and find a replacement. It shows also in the criteria for judging a potentialist new tenant, as is shown by the memorandum book of E. H. Martin, the Crewe agent.²² This paternalist attitude was clearly stated in the introduction that Rowland Egerton

²⁰ Astbury Parish Magazine, May 1866.

²¹ *Chester Chronicle*, 10 Nov. 1866.

²² Matthews, 'Landlord, Agent and Tenant', pp. 207–9.

Warburton of Arley Hall (the 'Uncle Arley' of Lear's poem) provided for his pamphlet on the eighteenth-century cattle plague, published in 1866, in which he said:

I trust that we may still see, as heretofore, the same farm occupied for generations by the same family, and that the practice of letting for a term of years to the highest bidder, with no tie between landlord and tenant beyond that of the lease they sign, may never be introduced into Cheshire.

By custom, a tenant who worked the land well could expect to be able to keep his farm to the end of his working life and then pass it on to a younger generation, whether his son or another relation, and the level of continuity suggests that few had greater social aspirations.²³ This assurance meant that the tenant did not need to accumulate for a pension and if the husband died prematurely, his widow could usually continue on the farm. There was always a need for land improvement but the capital costs were generally borne by the landlord, albeit reflected in increased rent at the next review, as shown, for example in detail in the Crewe accounts.²⁴ The laying of millions of drainage pipes in the first half of the century had been the landlords' responsibility. John Tollemache was still paying for the cost of drainpipes, the spreading of bonemeal as manure and the planting of trees, as well as following a formidable programme of farm building and improvement well into the 1870s.²⁵ Why, then, did the tenant need to accumulate capital? In some counties any spare money was used for social advancement, but in Cheshire, that was less often the chosen path. A background of formal or virtual religious dissent, and especially Quakerism, had caused farmers to turn any accumulated capital towards business opportunities outside farming.²⁶

The system had its failings and some landlords had differing views, but as a broad generalization, most Cheshire landlords of the middle of the nineteenth century seem to have shared this ideal of 'enlightened paternalism'. One must observe that the tenants, in return, were expected to follow the landlord's lead on agricultural matters, perhaps on other matters too. Warburton, once more, expressed this sentiment succinctly in a poem that he wrote in old age, in 1881:

My tenants, though many I trust that from any
I ne'er may unjustly have taken one penny;
Farewell! May they thrive and still prosperous be,
I love them right well as I hope they love me.²⁷

There are examples to show that the tenants' regard for the landlords could be genuine. When Lord Crewe's mansion burnt down in March 1866, at the height of the plague, he was not deterred from continuing his promised assistance to his distressed tenants and the memorial

²³ Id., 'Cattle Plague and farming survival'.

²⁴ Cheshire RO [hereafter CRO], DCR 59/5/101-3.

²⁵ C. Stella Davies, *The agricultural history of Cheshire, 1750-1850* (Chetham Soc., third ser., 10, 1960), pp. 108-9; Stephen Matthews, 'Running the countryside: the Tollemache estates, 1860-1872', *Cheshire Hist.* 46 (2006-7), p. 79.

²⁶ C. F. Foster, *Capital and Innovation: How Britain became the first industrial nation. A study of the Warington, Knutsford, Northwich and Frodsham area, 1500-1780* (2004), *passim*.

²⁷ R. E. Warburton, *Arley in Idleness* (1881). I am grateful to Mr Charles Foster for a copy of this poem.

they subsequently presented to him reflected their appreciation.²⁸ In a smaller way, the papers of Sir Philip Egerton of Oulton contain a letter from an unnamed tenant thanking him for advice on keeping his herd free from disease.²⁹ It was not obsequious, simply an acknowledgement of help. All this is in the nature of paternalism and their concern may not have prevented some of the landlords taking too much of the profit of the land, even if they did so without any feeling of guilt.

The relationship of landlord and tenant was both public and private. Landlords may well have insisted on a proper confidentiality in their dealings with individual tenants: in addition over-generosity in making rent remissions to one might well have encouraged others to seek the same. Lord de Tabley threatened dire consequences should the terms of the help he was about to give his tenants be leaked to the newspapers.³⁰

But the relationship also had a public aspect, and might be discussed in the press. This perhaps served to maintain paternalism as those who wished to shift the character of the relationship way from it might find themselves criticized. Press scrutiny can be seen in the context of the cattle plague in an odd exchange in the *Chester Chronicle* concerning the dealings of a Mr Leche with some of his tenants. Leche claimed to be annoyed because it had been suggested in the paper that he had decreased a tenant's rent and that this put him under pressure to reduce others. 'Rent audits, "he says" are matters between each individual landlord and tenant, and are not matters to be blazoned in the public print, as they do not concern the public'.³¹ So far, he would be in good company with Lord de Tabley but the Editor of the *Chronicle* went on to assert that if Mr Leche's statements were true, 'it was only correct to a very small extent, as many of the tenants appear to be not at all conscious of any such boon as it referred to'. The editor seemed to think that such shyness was unnecessary as farmers were not the sort of people 'who would throw out broad hints in order to obtain [alms]'. He then broadened his censure, pointing out that Providence had swept away the livelihood of some of the 'most respectable and upright members of the community' and that it was prudent for any landlord 'to offer the tenants every inducement to remain on their farms'. In the long term, a landlord would benefit from being generous for 'it is sometimes convenient when a debtor really cannot pay, to make him a present of his debt'. This episode displays the weakness of paternalistic secrecy. I have not been able to establish what Leche did, but, bearing in mind that he had argued against the injustice of refusing compensation to farmers who lost stock before February, and was therefore not unsympathetic to their plight, it is likely that he had given assistance to a few, maybe only one or two, of his tenants on his own terms, which, contrary to the editor's conviction, made the others jealous.

IV

Having established the social context of landlordism largely through the eyes of the landlords themselves, what did they do when confronted by an almost apocalyptic state of affairs?

²⁸ Matthews, "Our suffering county": pp. 99–101.

²⁹ CRO, DEO 210/13 (un-numbered).

³⁰ CRO, DLT 2173/137/7 (printed circular to the

tenants, 27 July 1866).

³¹ *Chester Chronicle*, 5 May 1866.

Cheshire was famously a county of small estates: the 1873 return showed only 22 that exceeded 5,000 acres, but a number of these are included in the discussion which follows. But the response of the landlords cannot be described in anything like the detail one would wish. There is a remarkable dearth of fiscal information from the larger estates. Many records have simply disappeared, and few landlords kept accounts in the sense that we would now describe them. The characteristic form was a record of rentals, farm-by-farm, with expenses separately recorded, but there were only rare attempts to strike a year-end balance. Tollemache was an exception, from at least 1860, although his agent's year-ends were not entirely consistent, but his friend Egerton Warburton did not adopt a similar format until 1873, when he appointed his nephew Geoffrey Egerton Warburton as agent.³² It is therefore difficult to translate stated intention and individual rent remissions into a comprehensive calculation.

In the following section we review the experience of those estates with tolerable financial records (although as will be found, some of the evidence is far from conclusive), before turning to those for which correspondence or other statements of policy survive.

(a) Tollemache: Woodhey and Beeston

Among the best-documented estates are those of John Tollemache of Peckforton Castle, lying in the townships around the castle and detached in the extreme north-east of the county. Although income from the southern and the eastern estates was separately recorded, only one set of expenditure accounts was maintained. In practice, that mattered little for the years under review as virtually all expenditure was spent on the southern Woodhey and Beeston estates, in contrast to those in the eastern 'panhandle' of the county. These have been separately studied and there is no need to repeat the detail here.³³ Sufficient to say that, when the rinderpest struck, it left much of the east untouched, but hit south Cheshire with a vengeance. Herds were wiped out and farmers were left with no income to pay their rents. Tollemache took the initiative early on, his meeting with his tenants being reported in the *Chester Chronicle* on 9 December 1865:

[He] met the farm tenantry at host Richard Stockton's, Bunbury, and made an encouraging offer to all who were insured against the Cattle Plague, promising them 25 per centum on all losses they might sustain, and more where he thought it required.

This did not go far enough and in the end Tollemache had no option but to write off a substantial amount of rent, as is shown by Table 1. The dramatic reduction shown for the year ending March 1867 was probably a permanent loss. It was not carried forward, although a much smaller amount of allowances was carried forward to be recovered later. Allowances were a permanent feature of the accounts, arising from a variety of other causes, but they varied little from year to year and never came to more than a few hundred pounds in normal circumstances.

The reduction in income could not be painless: expenditure was slashed and that had an effect on the tenants, for building work and agricultural improvements ceased. The immediate

³² Information from Mr Charles Foster.

³³ Stephen Matthews, 'The Cheshire estates of John

Tollemache of Peckforton, 1861-72', *Trans. Historic Society of Lancashire and Cheshire*, 154 (2005).

TABLE 1. Tollemache's income, 1861–70 (£).

<i>Year ending 31 March</i>	<i>Southern Estates</i>	<i>Eastern estates</i>	<i>Total</i>
1861	17,526	3907	21,433
1862	17,906	3896	21,802
1863	18,285	3860	22,146
1864	19,070	4062	23,132
1865	19,762	3976	23,738
1866	20,078	4089	24,168
1867	12,955	4210	17,165
1868	18,643	4469	23,112
1869	21,724	4302	26,026
1870	22,570	5503	28,074

Source: Estate accounts.

and beneficial effect for the tenant farmers in the southern estates was that Tollemache wrote off over £7,000 of their rent.

(b) Lord Crewe of Crewe

What happened on the Crewe estates was possibly the most remarkable of all. Lord Crewe was keenly aware that the legislation of February 1866 produced great unfairness between individual tenants according to when they lost their stock. In a spirit totally opposed to Mr Leche of Carden, he felt that everything should be open and equal. The result was that a legal document was drawn up in which his tenants assigned their right to compensation or any other payment to his agent, E. H. Martin. In return, he undertook to make an immediate payment of £5 for every beast lost, with more to come, irrespective of cause or date, save only that Martin had to be satisfied that the loss was due to the plague. This document was signed by the tenants on 9 May 1866. Just over a year later another agreement was drawn up and signed giving an indemnity to Martin, with a further undertaking that remaining monies would be used for the mutual advantage of all, which in practice meant a restocking fund. The advantages, set out in full, were that the tenants received compensation immediately and equally (according to loss), and a surplus was created, to which Crewe contributed his own money on top of county compensation. This undertaking was made only two months after a disastrous fire had virtually destroyed his mansion, Crewe Hall. The arrangement shows a remarkable degree of trust between the landlord, his agent and his tenants, which was exemplified by the illuminated memorandum of acknowledgment and thanks that the tenantry collectively presented to Lord Crewe shortly afterwards.³⁴

The effect of the plague on income can be seen from the rental ledger but it has not been possible to establish changes in expenditure (Table 2). The drop in income was 18.1 per cent,

³⁴ Matthews, "Our suffering county", pp. 100–1.

TABLE 2. Crewe Accounts: annual totals (rounded to nearest £).

Year	Arrears brought forward	Yearly rent	Total due	Net cash received	Taxes and allowances	Arrears carried forward
1865	355	25,082	25,438	25,177	53	207
1866	207	25,223	25,431	20,666	4575 ^a	190
1867	190	25,264	25,454	21,032	4321	102
1868	102	25,493	25,594	25,374	143	137

Source: Estate account ledgers.

Note: ^a Described as 'Allowances in respect of losses by the cattle plague'.

but the reduction was probably less than it might have been because of the numbers of urban properties on the estate, which were not affected by the plague. In Sandbach, for example, there were at least 73 cottages in one block as well as public houses and other commercial properties. It is a little surprising that it took much longer for the estates to recover than elsewhere, for there were two years of reduction rather than one, but that might be in part a trick of the staggered accounting dates. Altogether the epidemic cost Lord Crewe nearly £8,900 before any cash contribution that he may have made. The annual totals disguise wide variations between the townships. A sample of nine townships reveals a range of write-offs from 4 and 7 per cent of rental to between 20 and 25 per cent (five of the nine).

(c) Marquess of Westminster.

Richard Grosvenor, the second Marquess (1795–1869) remains one of the most frustratingly elusive of the major landowners. He was applauded for his generosity both to his own tenants and to the county compensation fund. In a letter to the *Chester Chronicle*, Vindex went on to name him especially, though not solely, for his generosity. 'His princely gift to the voluntary subscription and his subsequent allowance to his tenantry, would make an ample fortune'.³⁵ By report, the Duke gave £5,000 to the county fund and distributed £3,000 among his tenants, £8,000 in all. Unfortunately, this all remains beyond demonstration. The oddity is how he did this, for the ledgers show no diminution of income attributable to the plague. There were the arrears and write-offs that one would expect, like that of an old and poor tenant, Lloyd, and the greater loss of £202 from a defaulting farmer Wainwright, but there are no entries for allowances made. Table 3 summarizes the amounts due and the amounts collected (both to nearest pound). The accounts of a Grosvenor tenant, John Byram of Overpool in the Wirral, show him paying the same rent continuously through the 1860s with no diminution in the plague year (although Byram was certainly affected by cattle plague).³⁶

Each account closed with a calculation of the arrears to be written off; a reconciliation of any increase or reduction in the amounts due; and a reconciliation of the cash received with the

³⁵ *Chester Chronicle*, 10 Nov. 1866.

³⁶ Stephen Matthews, 'Hard work but a fair reward: the farming life of John Byram, 1831–1871', *Trans.*

Historic Soc. of Lancashire and Cheshire 157 (2008), pp. 112–24.

TABLE 3. The Marquess of Westminster's income (£).

<i>Year</i>	<i>Arrears brought forward</i>	<i>Amount due</i>	<i>Cash received</i>	<i>Arrears carried forward</i>
1864	380	25122	24804	317
1865	250	25034	24884	150
1866	87	24966	24696	270
1867	270	24783	23679	1104

Note: the closing and opening arrears do not always match because of arrears written off in a separate calculation.
Source: Westminster ledgers.

amounts paid into the Marquess's bank account with Dixon's of Chester. These figures leave no room for a write-off of rent on account of the plague. From the last of the reconciliations, we can be certain that the cash received was a real figure and not a fictional or deemed one, intended to keep the books straight. I am forced to conclude that what he did was give a cash subsidy to his tenants on a basis and by a mechanism that we cannot now establish. They could use this to restock and pay the rent out of income or, perhaps, depending upon the date and circumstances, simply hold it and use it to pay the rent. The present Westminster archivist reports that no bank ledgers or other papers survive to resolve the question but if that is what he did, it may be that others did the same and that the level receipts on some other estates conceal some similarly hidden form of subsidy.³⁷ Unfortunately, it leaves us with no idea of the extent of his help to individuals, and the best we can do is accept the reported assistance of £3,000 as being 12.1 per cent of the rents due for the year. That may not do him justice, but if correct it was proportionately less than Tollemache's contribution, though he was more probably more generous towards the general relief fund.

His son, Hugh Lupus, then Earl Grosvenor but later third Marquess (and created Duke of Westminster in 1874), had written to Gladstone in January 1866, urging stricter measures which, he argued, should have been taken months before. As a Chester MP he was to return to the issue of compensation in a parliamentary debate on cattle diseases on 13 July 1869. His concern then was more for the ratepayers of Cheshire generally rather than the tenant farmers. The proposals that he and others returned to for a national scheme of compensation were firmly rejected on the grounds that although the county had entered into an unwelcome and onerous commitment, it had done so freely and there was no commercial justification for altering it.³⁸ The debate served more to illustrate the urban-rural divide than any additional concern for tenant farmers.

(d) Egerton of Oulton

Also centred towards the south of the county were the estates of a branch of the Egerton family. We do not have accounts but surviving papers provide a significant amount of

³⁷ Miss Eileen Simpson to the author, 29 Jan. 2008.

³⁸ Gervas Huxley, *Victorian Duke* (1967), p. 89; *PD*, 3rd ser., 197, cols 1807–10.

information.³⁹ First, we can gain something of Sir Philip Egerton's policy from letters he received and an interesting copy of one third that he wrote. Two letters from Philip Humberstone in January 1866 set out plans for financial remedies. In the first, Humberstone advocated landlords adding to any subscriptions to a cattle association that their tenants might make. He suggested that the landlord pay $\frac{1}{3}$ of the calls (subscriptions) which, in his theoretical exercise, would cost the landlord £600 a year. That was not a real figure, only an illustration, but it suggests the sort of contribution that he thought reasonable. In a second letter he advocated a relief fund with a contribution from the government (a vain hope), with the balance being raised by a county levy akin to the rate, 'landlord and tenant to pay one half'. It is not clear whether Sir Philip agreed with this, but the terms suggest that the letters arose from earlier discussions and he must have been at least sympathetic. He himself was able to help his tenants in three practical ways. First, he remitted some of the rents for Michaelmas 1866 as is shown in a schedule preserved for Bickerton, Broxton, Egerton and Upton. We do not know whether he made similar remissions for other townships nor whether the reduction was repeated the following Lady Day. For those four townships he gave reductions to nineteen tenants, in sums ranging from £5 (22.2 per cent of the original rent) to £40 (21.1 per cent). The percentage remissions ranged from 10.0 to 25.1 per cent, and the average was 18.8 per cent. The variations make clear that his was an individual case-by-case approach, as we will see again at Arley. We do not know his total rental, though the nominal total was £14,676 according to the 1873 Return, but for those 19 tenants he remitted £333 14s. from a gross of £1782 15s. 19d. This probably helped to ensure that they stayed with him, for, in a review in 1870, twelve of the nineteen were still tenants, with possibly one more as well, but the handwriting is unclear.⁴⁰

Sir Philip's last form of aid was to support his tenants in their claims for compensation from the charitable fund and this is revealed by an exchange of letters between him and Robert Barbour, the High Sheriff. Sir Philip wrote to Mr Durham, chairman of the local relief committee, reporting dissatisfaction over the way the fund was being operated and threatening not to pay his next instalment unless matters were corrected. Durham must have passed the letter to Barbour, who replied in aggrieved terms defending the procedure and the committee's actions. He also asked for examples. Sir Philip supplied eight, which Barbour discussed in a second letter. Five claims had been rejected by the local committee, on unspecified grounds: one had been paid in full 'in the first instance'; one had 'since' been paid and the last had been paid in part owing to a discrepancy in the return, but the balance would probably be paid at the next meeting. Further, he stated, the local committee would look again at the five that had been rejected. As is the way, some complaints were not justified but some were, and Barbour did not say how long it was before the two payments had been made. The point, for our purposes, was that Sir Philip was prepared to lend his weight to his tenants' claims.

³⁹ The letters are in CRO, DEO 210/13.

⁴⁰ In four cases the tenants were different but had the same surname, so were probably sons.

(e) Egerton Leigh

Another, smaller, landlord who seems to have held the same views as Warburton, was Egerton Leigh. He owned land well to the south at Jodrell as well as at High Leigh, only a few miles from Arley. In a letter to Warburton, written on 12 April 1866, when the epidemic was still at its peak, Leigh set out the arrangements he was making:

I had a very satisfactory rent day considering that my farm fellows on my Jodrell estates have lost 520 animals. I had only 3 arrears, one of £20 in a £100 rent (man had lost 26 animals); another of £55 in a rent of £215 (75 animals dead); & a third of £55 in £110 (lost 53). With the exception of the last, they both promised of their own accord, to [pay] the rest. I had three men who had lost cows before the Act, to one who had lost 88 I gave £40 & promised the same or rather 50 at the next rent day – [To another] who had lost 13 before the compensation, I gave £30 (this man lost 25 after the Act) to another who had lost 2 before the Act I gave £5 – he had lost 75 altogether – to another I gave £8 who had lost three. Thirty-two tenants have been caught 18 small ones two to 14 cows) so far escaped. & I reckon I shall not get off under [600] at Jodrell & perhaps 200 at High Leigh.⁴¹

This is not a complete picture, but it mirrors what we have seen elsewhere. It is not entirely clear whether Leigh was ‘giving’ the money as cash or in the sense of ‘forgiving’ it, but it may be that he was giving a direct and immediate subsidy. He was helping tenants who had lost cattle before the Act was passed. For the three tenants for whom he gave sufficient information, his remissions ranged from 20 to 50 per cent, an average of just under 32 per cent. The varying amounts paid per beast, and why he seems to have given nothing to the remaining 26, remains unclear. It may be that they were compensated by the Act, or it may be that he felt that some tenants were financially sound enough to stand the loss, whilst others were not. Notice too the way in which the plague struck harder at the bigger herds, with the 18 smaller herds so far escaping. Altogether, this letter shows him paying or committing £263 to his tenants: that this was only on one rent day, and, as we shall see, the tenants feared they would not be able to meet their following rent.

(f) Warburton of Arley

It is unfortunate that the Arley records, though voluminous, are quite unhelpful. Although there is a continuous payment record for every tenant, there is no indication in the rental ledger of the nature of the tenancy, and the rents themselves are not totalled. The cashbook shows every payment, with all incidental receipts and a very few rental entries, but the overwhelming majority of rents received is not summarized, there or anywhere else that can be found. As a result, we cannot produce a statement comparing sums written off compared with rents received, and have to settle for a picture that is less comprehensive, though still valuable. Examination of the rental ledger, page by page, shows that allowances were made on account of the plague to 22 farmers, 28 per cent of the whole. The allowances amount to £604, which was an average of 18.3 per cent of the rents for those farmers, though a smaller percentage of the total rental. The allowances ranged from 5.7 to 28.5 per cent, and in cash

⁴¹ Matthews, “Our suffering county”, pp. 119–20.

terms from £5 (14.7 per cent), to £100 (25 per cent). He may have been giving a subsidy only in respect of livestock lost before the passing of the Act. The relatively low payments, which must reflect the number of cattle lost, accord with the patchy nature of losses in Bucklow Hundred.⁴²

(g) Cornwall Legh

Another neighbour of both Egerton Leigh and Warburton was Cornwall Legh, also of High Leigh. Probably following a suggestion from Warburton, he wrote to him on 24 March 1866, agreeing that a co-ordinated response to the threat would be best.

It must be a matter of very serious consideration what will be the proper and best course to adopt with reference to our Tenants – for to renew their stock soon if they have the capital, is most imprudent at present the land being so much tainted & mere allowance in Rent can only be a [partial] or temporary relief to individuals – & leaves the main question of future management of farms quite undecided – I cannot help thinking that it would be a wise course, if [our] neighbours with our respective agents met together to have a conference in a few weeks, and could come to some resolution of making a suggestion to our tenants, [tending] to encourage them and advise them at this severe moment of trial – if [aid] be given at least a couple of years or more [under] any circumstances to [set] matters into an improving state. Loss of Rent may of course be expected, but the future management and cultivation of the farms appears to me a question of more serious importance [], as being of a more permanent character – I do not know if you will agree with me in any of these remarks, hurriedly thrown together, but having the opportunity of thanking you for your most interesting papers, I was led into a few thoughts upon our state – so similar to that of our Ancestors.⁴³

Unfortunately, we do not know what Legh actually did, but the tone of his letter suggests that he agreed with Warburton and Egerton Leigh. Significant for our purpose is his explicit concern the future of the countryside.

(h) Marquis of Cholmondeley

It is unfortunate that accounts have not survived but in the letter from Vindex cited above there is an anecdotal reference worth recording.⁴⁴ He wrote

Another tenant of the same [un-named] noble lord had given notice to leave his farm last year, but a week or two before the term of his holding was up, the plague broke out among his cattle and most of them died or were destroyed. Of course he left the farm, and went to his new place under Lord Cholmondeley. His former landlord refused to allow him a penny towards his loss upon the paltry and mean plea that he was no longer his tenant. Although the circumstances were such that the poor fellow had no claim whatever upon the consideration of his new landlord, yet at the first audit Lord Cholmondeley treated him

⁴² Arley Hall estate ledgers.

pp. 113–14.

⁴³ Cited in Matthews, “Our suffering county”,

⁴⁴ *Chester Chronicle*, 10 Nov. 1866.

the same as he did his older tenants, and made him a liberal deduction from his half year's rent.

Vindex went on to reflect upon the nature of good landlords.

(i) Lord de Tabley

Once more, the accounts for the Tabley estates have not survived, but we have two pieces of evidence. The first is a contemporary statement of policy, issued by Lord de Tabley through his agent. Its terms reveal the difficulty in conducting a review of this kind, for whilst setting out a tariff of compensation for his tenants, he also threatened extreme displeasure should its terms be disclosed to the wider public. He also expected that, having received the money, his tenants would stay and use it wisely:

I wish it, however clearly to be understood that I make this allowance in the full belief that my tenantry will continue to shew their confidence in agriculture by remaining on their farms, and that the money thus allowed to them will be devoted to the renewal of their stocks, and to the cultivation of their land.

The allowances he made ranged from £1 for a calf, to £5 for a cow for beasts lost before the passing of the Act, with an undertaking to pay more should public compensation not be received. We cannot establish how much this cost him in total.

The crisis prompted by cattle plague was met by rent remissions and, in some cases, grants by landlords to compensate tenants for their loss of animals. The question might reasonably be asked whether the landlords managed to recover any of these costs through higher future rents. There is no conclusive evidence that they tried to do so. On the Tollemache estates between 1864 and 1873, rents grew by 28 per cent on the family's southern Cheshire estates, and 12 per cent on their eastern estates. It was the former estates which were worse affected by cattle plague, but both estates saw continued heavy investment in improvements in the years after the cattle plague years, and any attempt to recover lost rent from tenants cannot be distinguished from the interest Tollemache charged his tenants for his investment. The appearance is then that the cost of the disaster was, to some degree, at least carried by the landlords.

V

The impact of the plague on the tenants can be described least well of all. It is plain enough that the mix of landlord rent remissions, landlord compensation and charitable grants could not have entirely covered the losses suffered by the tenants. There was, in the first place some anxiety about tenant liquidity, but a search of the Cheshire newspapers finds no instances of farmer's bankruptcy. Comparisons of rentals before and after the plague do not suggest any great turnover of tenants. Exactly how they survived must remain, for the time being, something of a mystery.

Three factors must be considered here. The first is that cheese was kept to mature for some months on the farm before it was sold: the crisis of liquidity would follow the loss of animals

by some months. As Egerton Leigh said in a letter to Rowland Egerton Warburton in April 1866, discussing his last rent day:

They all said that the next rent would be a most doubtful affair as the present one was a cheese rent and a cowless cheese is not yet invented. I told them I should be ready to meet their hopes at the next rent day with every consideration and that every case would have its own arrangements.⁴⁵

The second is that it was not prudent to restock a farm (even if it was possible once restrictions on the movement of cattle had been introduced) until there was confidence that the disease had burnt it self out and posed no further danger. Egerton Leigh had evidently suggested that his tenants bought sheep to tide them over: ‘They all said sheep would never pay at present prices besides not understanding them’.⁴⁶ There are reports of farmers who restocked too soon and lost a second herd to rinderpest.⁴⁷ The third is that some cheese and milk production may well have continued at a low level on affected farms, for the disease may not have carried all before it. But exactly how individual farmers survived the crisis must, for the moment, remain elusive. The one available farmer’s account book spanning the mid-1860s does not greatly help us here. John Byram’s accounts are really accounts of his cheese sales and a limited range of outgoings, and are by no means comprehensive farm accounts. They show that he paid his rent in full to the Grosvenor estate throughout the years of crisis, but that his turnover barely covered his rent in 1865 and 1866, years in which he really did work for his landlord. The accounts do not show that Byram received an allowance from the estate for his losses, but most crucially, with their focus on cheese sales, they tell us nothing about his purchase of cattle. They show that he quickly bounced back. In 1866 he lost all his cattle save six but by 1868 he was back to 43 animals and produced 4.4 tons of cheese. When, where and at what price he restocked is simply not reported by the accounts, and yet his income from cheese had returned to normal levels in 1868. It is possible that Byram liquidated some of his investments in the Mersey Docks and Harbour Board to release capital, but the extant accounts do not tell us. On the Arley estate, one tenant with 50 cows in 1865 was reduced to a mere six the following year, the remainder taken by rinderpest. In 1867 he had 38 and the following year 41 head. How he managed this we are not told.⁴⁸ It is thus frustrating that a question whose answer must have been so well known and familiar to contemporaries, has left so little trace in the records.

VI

Having reviewed the evidence we must return to our opening question: to what extent does Stead’s argument hold when measured against the crisis year of 1865–6? In Cheshire, few farmers had holdings big enough to generate the surplus needed for them to become truly independent. Even Byram was helped on two occasions, once in disaster but once in much less serious circumstances. Most improvements whether to buildings or land were usually funded by the landlords, albeit recouped through a rent supplement – for drainage five per

⁴⁵ Matthews, “Our suffering county”, p. 119.

⁴⁶ *Ibid.*

⁴⁷ *Ibid.*, p. 113.

⁴⁸ *Ibid.*, p. 102.

cent of the capital value on the Crewe estates – but the landlord bore the risk of their not being properly undertaken. In entering into a lease for a small farm, the landlord could not avoid a continuing responsibility for the maintenance of the landscape: he had to pay but bore the risk of incompetence or neglect by a poor tenant. That risk continued in well understood terms in normal years, but, when there was a crisis, or even a difficulty short of a crisis, the landlord had no option but to assist his tenants. He could do so selectively according to their individual needs, and depending upon the varying impact of disease some might need more help than others. A few might be allowed to go if they were weak or incompetent but no landlord could afford to lose them all. His pocket was all that lay between tenant and ruin and most landlords accepted the challenge either through a feeling of benevolence, social pressure from outside or their own sense of obligation. The landscape was theirs and they had to preserve it. In these extreme circumstances, as in periods of prolonged depression, Stead's argument does not hold, for it was the landlord, and not the tenant, who bore the ultimate risk.