

# Landlord, agent and tenant in later nineteenth-century Cheshire

*Stephen Matthews*

## **The three-cornered relationship**

Jane Austen reminds us of the importance of the land agent in chapter 42 of *Mansfield Park*. Mr Crawford, the unworthy suitor, in conversation with Fanny, recognised the power of an agent to frustrate his master's intentions to his own or others' advantage:

I have half an idea of going into Norfolk again soon. I am not satisfied about Maddison. I am sure he still means to impose on me if possible, and get a cousin of his own into a certain mill, which I design for someone else. I must come to an understanding with him. I must make him know that I will not be tricked by him on the south side of Everingham, any more than on the north – that I will be master of my own property. I was not explicit enough with him before. The mischief such a man does on an estate, both as to the credit of his employer and the welfare of the poor is inconceivable.

Although the novel pre-dates our period, the conduct of the agent was a perennial issue which the landowner neglected at his peril, and the purpose of the first part of this article is to explore the three-cornered relationship between the agent, his master and the tenants, while the second part illustrates how the system worked in practice by exploring three short examples. The duties of the greater land agents have been well explored in studies of estate and agrarian history.<sup>1</sup> These have relied heavily upon the records

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<sup>1</sup> See particularly Eric Richards, 'The land agent', in G. E. Mingay, ed., *The Victorian countryside* (2 vols, London, 1981), II, 439-56 and F. M. L. Thompson, *English landed society in the nineteenth century* (London, 1963), chapter 6.

of the large estates and as a result have concentrated upon figures like James Loch, who not only managed the vast Sutherland estates but became an MP, writer and rural consultant. A later agent, Rowland Prothero, became agent to the duke of Bedford after a successful career, which included the editorship of the *Quarterly Review*, and was eventually ennobled as lord Ernle. Such men managed vast properties and incomes, presiding over a hierarchy of lesser agents who worked to them. Less attention has been given to their more modest peers, the men who looked after the smaller estates and who were obliged to attend themselves to a wide range of matters, as we see in the first of the three case studies below. Their actions more often appear as illustration of some other issue, rather than as the subject of individual study, and this neglect is particularly true of those in Cheshire, who barely feature in national studies, even though some worked for national families.<sup>2</sup> It is hard to avoid this because of the nature of the surviving evidence and most of the Cheshire agents remain shadowy figures. Even when we can learn something about them as people, we know little of how they set about their business. Statements of policy were rare and intention usually has to be inferred from the actions that they and their masters took, especially in times of crisis.

In the mid nineteenth century, Cheshire contained a large number of estates. One may argue over what constitutes an estate and this article adopts the crude definition of a property whose owner employed someone to run it for him. Some of these were large, though none of them dominated the county in a way that could happen elsewhere. The 1873 Land Return showed that only five estates topped 10,000 acres, and only 22 exceeded 5,000, some only just.<sup>3</sup> Even 3,000 acres was a substantial holding by

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<sup>2</sup> The same concentration on the larger Cheshire estates exists in G. Scard, *Squire and tenant: rural life in Cheshire, 1760-1900* (Chester, 1981), chapter 4.

<sup>3</sup> The Land Return was a list, county by county, of all landowners with their acreages and estimated incomes. It was not strictly a return, for it was compiled from public sources of information and was not always accurate, especially in incomes. A limited comparison with known incomes, such as John Tollemache's, suggests that the errors were not large enough to detract from its value.

county standards and the 30 that exceeded that figure amounted to 228,765 acres, about a half of the non-urban area of the county.

### **Who were the agents?**

Those who managed the land went under a variety of names. Research for this article is based largely on Morris's *Directory of Cheshire* for 1874 because it coincides with the 1873 survey. It is, of course, not unique, but is one of a long series by Morris and others which can often supplement missing or occasionally incorrect information. The 1874 edition reveals the names of 29 people described as 'land agent'. Another five were described as 'land stewards', who may or may not have performed similar or overlapping functions, and, among the remaining people listed as 'stewards', another four can probably be included because they lived away from their employer. A few are just listed as 'agent', and the list is not complete because a few grander agents were listed without title, as we shall see. The most common title by far is 'farm bailiff', of whom I have identified 64. It is probably the case that the managers of larger estates, and possibly including those with more control over money, were the land agents: Thomas Hignett at Cholmondeley was one and was himself listed among the 'clergy and gentry' to mark his status. The title was used more widely, for, especially in the towns, a land agent could be simply more of a man of business, as was Henry Linaker, whose role and family connections are discussed below. Combined with two other Linakers, he must have been a powerful figure in Frodsham's affairs. Some urban land agents acted as agents for insurance companies, like Charles Lee of 14 Newgate Street, Chester, who represented two. A few had unrelated activities, like John Myatt in Congleton who was involved with Park's tannery as tanner and carrier, and John Beckett of Little Budworth who was also secretary to the Cheshire Agricultural Society. Only a few people were listed as stewards, and of these, some could be looking after domestic matters. Some were concerned with land: Thomas Worthington, of The Mount, Northenden, was described as 'land steward', though we do not know his employer. Some agents were practical farmers, like William Booth Burnham of Poulton-cum-Spital, described as 'farmer and land agent'. One wonders what was his relationship to

William Steele, farm bailiff, in the same township, but perhaps they worked for different employers. Some farm bailiffs were clearly in a subordinate position in a management chain: John Wall, of Moat Farm, Alraham, 'Farm Bailiff to the Marquis of Westminster', must have been an assistant to Samuel Beckett, who was his lordship's land agent. Similarly, at Tatton, Henry Newhouse was farm bailiff to lord Egerton, whose land agent was George John Carter. A large estate must have provided work for more than one responsible person, and a division of duties was always a safeguard against fraud.<sup>4</sup> If a cautious generalisation has to be made, a farm bailiff was more likely to be either an assistant to a greater figure, or the manager for a lesser or minor but absentee landlord, with perhaps a smaller range of duties. An example of the last may be Thomas Stelfox at Warburton, described as 'farm bailiff' for (presumably a kinsman) Richard Stelfox of A[y]lesbury.<sup>5</sup> Subject to questions of identification, 16 of the listed agents worked for employers who do not appear as landowners. They must have rented the estate, and that raises the question whether the agent worked for them, or for the ultimate owner. One of the latter was John Foden, at Mere, listed as 'land agent' to Mrs Brooke. Mere had belonged to the Brooke family for many years, but the New Hall, built in 1834, was let to a Manchester merchant.<sup>6</sup> Which Brooke actually employed Foden is not entirely clear, for despite the entry in Morris's gazetteer, according to Ormerod, upon the death of T. W. L. Brooke in 1872, the estate had passed to a nephew, Mr White, who had taken the name with the lands. Despite this (the deceased) T. W. L. Brooke is listed in the 1873 Return, owning 3,535 acres with a rental of £6,740 and his executors are credited with another 958, rental £1,843.<sup>7</sup> Possibly the former Mr White had the same initials.

Most agents remain only as shadowy, elusive figures, whose biographical details could be recovered through census

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<sup>4</sup> Thompson, *English landed society*, p. 155.

<sup>5</sup> Richard Stelfox appears in the 1873 Land Return as owning 58 acres with a rental of £148.

<sup>6</sup> G. Ormerod, *The history of the county palatine and city of Chester*, revised and enlarged edition, J. Helsby, ed., (3 vols, London, 1882), I, 465.

<sup>7</sup> The confusion is compounded by T. W. L. B. being 'Brooke', with the executors being 'Brooks'.

entries, wills and other data familiar to family historians. None of that would tell us much about their managerial role as the critically important link between landlord and tenant and, as we shall see, with wider aspects of the business world. A few escape from obscurity, though they are mainly those who served nationally important masters. Some ranked highly in rural society: Thomas Hignett of Cholmondeley was listed simply as 'Land Agent' at House Green. There is nothing to show that his master was the marquess of Cholmondeley. St John Charlton, his successor as Cholmondeley agent, whom we will meet in one of the case studies, earned a place in Pike's catalogue of Cheshire worthies.<sup>8</sup> Morris clearly identified some: Walter Greenwood had two entries, one in Altrincham under the proud title 'Land Agent to the Earl of Stamford and Warrington' at The Estate Office, Dunham Road, and the other at home in nearby Bowdon. Agents range from the locally powerful, including some from the aristocracy itself like Cecil Thomas Parker, agent to the Westminsters in Cheshire, or were 'up and coming', like St John Charlton, who was not only agent to the Cholmondeleys, but also to Hugh Robert Hughes of Kimmel Park, whose daughter he had married. Others were not identified, like Thomas Cawley, whose entry among the 'clergy and gentry' of Bunbury gives his address but no mention that he was agent to John Tollemache of Peckforton Castle.<sup>9</sup> He left children who prospered as much as him and we will return to him below. Many remain merely names and their range of activities obscure.

Some of the bailiffs served in roles which might today seem odd. John Young of Hill Farm, Moulton, was employed by Messrs Verdin, rock salt manufacturers, whose head office was in Liverpool. They only owned seven acres, but that yielded an estimated £2,227. Was his interest primarily in their horses? Another was Alexander Diack, farm bailiff for the Manchester lunatic asylum at Stockport Etchells. According to Nesta Roberts, that body owned 30 acres of meadow and eleven of arable land

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<sup>8</sup> R. Head, *Cheshire at the opening of the twentieth century*, in the series *Contemporary biographies*, general editor W. T. Pike (London, 1904), p. 152.

<sup>9</sup> This kind of omission inevitably means that there will be omissions and errors in the analysis.

with two and a half acres of kitchen garden and five acres of well maintained gardens.<sup>10</sup>

Whatever his title, an agent was a powerful figure, especially if he served an absentee landlord, and his use of that power affected the running of the estate. The diversity of status and activity means that it is impossible to point to an idealised figure to typify the role. There is thus no constant theme, for the role of each man was unique both in his relation to his master and to the tenants, and to the job that he had to do. The purpose of this article is to review their activities and to finish with three examples which illustrate aspects of their role. Their range of duties was wide, indeed, and is well demonstrated by the most unexpected involvement of the Cholmondeley agent, St John Charlton, in discussions with the government of New South Wales over the eradication of rabbits by disease.<sup>11</sup> It is the diverse involvement in matters like that, and the Crewe agent's dealings with the railway company, as well as the expected role of manager of tenant farms and property advisor, which bring out their strength and indispensable role as intermediary between their masters and the rest of the world.

### Family combinations

One more aspect should be noted. Agents were frequently members of family groups, who between them could manage much of the local affairs. A neat example comes from Frodsham, where in 1874 Morris recorded Charles, Henry and William Linaker. Charles was a land agent and surveyor. Henry was 'Land Agent and Surveyor, Clerk and Superintendent Registrar of Runcorn Union Board of Governors, and Clerk to the Daresbury Highways Board'. William was a solicitor both in Frodsham and in Runcorn, was deputy clerk to the guardians and solicitor to the Frodsham building society. They must have been a formidable combination. Another grouping is the Becketts, who appear in

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<sup>10</sup> Nesta Roberts, *Cheadle Royal hospital* (Altrincham, 1967), pp. 43, 66, 68. As a reflection of the accuracy of the 1873 Return, it was listed there as owning 51 acres, with an income of £856, but the dates of the two statements may not coincide.

<sup>11</sup> Chester and Cheshire Record Office, DCH/EE/11, correspondence of Nov. 1888.

several places: Samuel as agent to the Westminsters, and John as land agent at Oulton Pool Cottage, presumably serving the Egertons of Oulton Park, though that is not specified. He was also secretary to the Cheshire Agricultural Society. A third Beckett was William, steward to Sir Philip at the hall. At Peckforton, Thomas Cawley was a member of a family that had been established in the area since before the middle of the previous century. One of his ancestors, Richard Cawley, had been a close associate of John Wesley.<sup>12</sup> In Thomas's time there were still tenant Cawleys in the area and beyond, some quite prosperous, while his namesake practised as a solicitor in nearby Tarporley.<sup>13</sup> Thomas married the daughter of Samuel Bird of Beeston Hall. He himself was apparently an Anglican not a Methodist, being a sidesman at Bunbury church and almost certainly the contributor of £50 to the church restoration fund.<sup>14</sup> This network of family connections must have been a great advantage in managing the estate, although he may have received unwelcome family lobbying on sensitive issues. After his death in 1875, his fifth son, Stephen, followed him as agent, after having previously served the Tollemaches at Helmingham (Suffolk).<sup>15</sup> Of his other sons, Hugh (the fourth) was a bleacher and dyer in Salford and Manchester, living in Alderley Edge and in Bedfordshire, and becoming a JP. Frederick (the sixth) moved to Prestwich (Manchester) and, after a political career, was raised to the peerage in 1918. There is a clear contrast between Cawley himself on the one hand and both Charlton and the agent at Eaton, the honourable Cecil Thomas Parker. They were outsiders, although Parker was distantly related to the duke of Westminster, being the second son of the earl of Macclesfield, who was the duke's nephew. He was also son-in-law to a former archbishop of Canterbury and these elevated connections may have led him to feel that he had a position to maintain. That and their family connections with a higher social

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<sup>12</sup> H. Hughes, *Cheshire and its Welsh border* (London, 1967), chapter 17, pp. 89-93.

<sup>13</sup> Morris, *Directory 1874*, p. 327.

<sup>14</sup> I am grateful to Mr J. Elsworth of Bunbury for this information.

<sup>15</sup> The 1881 census shows Stephen as the land agent at Priestlands. Kelly's *Post Office Directory* of 1878 shows him still at Helmingham (Suffolk) but was probably out of date.

order put these two in a very different relationship with the tenantry. The contrast between Cawley and Parker is exemplified by their respective houses. Cawley's Priestlands was modest and traditional in style, Parker's Paddocks flamboyant and expensive.



Top: Cawley's Priestlands, a plain-fronted Georgian-style house, very much in the tradition of Cheshire farmhouses (modern photograph by Mr J. Elsworth, reproduced by kind permission). Bottom: Parker's Paddocks can only be described as a fantasy based upon the chateaux of the Loire, with a mass of gables, pinnacles and towers (illustration from *Building News*, 1883).

### Estate policy

Opinions vary on nineteenth-century landlords. While some commentators see them as benevolent, if sometimes autocratic, patriarchs, other observers view them as grasping and uncaring, taking too much of the produce of the soil as rent, and willing to evict any tenant who fell into difficulties without care or qualm.<sup>16</sup> There were probably some of both and their land agents similarly varied in the extent to which they reflected their masters' wishes, and also the manner in which they carried them out. The agent to a large estate was in many ways as important as his master and often more immediately so, for he was always on site whereas the landlord, even if normally resident, might be absent for substantial periods of time. As Thompson observed, 'in the decisions of higher policy...it is hard to disentangle the parts of the owner and the agent in the framing of an initiative'.<sup>17</sup> In theory at least, the agent had to follow whatever policy his master set, but in practice the relationship was often a shifting one, depending upon the strength of character of each man and the degree of supervision exercised. John Tollemache at Peckforton Castle kept a close eye on what his agent, Thomas Cawley, was doing, as is evidenced by the entries in the accounts, whereas Greenwood, as agent for the Dunham estates of the earls of Stamford, must have had a much freer hand for much of the second half of the century, when the earl was an absentee. Some landlords were very much a part of their lands, and their agents followed orders. That did not mean that they did so blindly or mindlessly: during the rinderpest year of 1866, Rowland Warburton wished to coordinate a response with his neighbour, Cornwall Legh, and others. On 24 March 1866, Legh wrote, in response to some suggestion from Warburton,

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<sup>16</sup> For the background, see Richards, 'Land agent', pp. 439-56; J. Caird, *English Agriculture in 1850-51* (London, 1852), letter XXXI (Cheshire); C. Stella Davies, *The agricultural history of Cheshire 1750-1850*, Chetham Society, 3<sup>rd</sup> ser. 10 (1960), chapter 4, *passim*; Thompson, *English landed society*, especially chapter 5; Scard, *Squire and tenant*, chapters 4 and 5; David R. Stead, 'Risk and risk management in English agriculture c.1750-1850', *Economic History Review*, 57: 2 (2004), pp. 334-61.

<sup>17</sup> Thompson, *English landed society*, p. 151.

It must be a matter of very serious consideration what will be the proper and best course to adopt with reference to our Tenants...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...<sup>18</sup>

Legh was concerned about his tenants even when away in London on parliamentary railway committees, corresponding with Warburton about the growing epidemic of rinderpest. In this instance, the role of the agents probably varied. Warburton was on the spot and his agent's role would be advisory – influential no doubt, but subordinate to the landlord's wishes. Unless Legh returned from London, his must have had more authority, subject to keeping his master informed. Sometimes the agent could be bypassed by direct appeal to the landlord, and we will see a threat of this below.<sup>19</sup> That illustrates that the landlord was usually a presence, even when he had other business to attend to.

We may suppose that the smaller the estate, the greater role the landlord would play, but that need not be the case if he were an absentee or unskilled in agricultural matters. Most of the Cheshire estates were small and compact, but sometimes lands had to be managed from a distance. Lord Stanley of Alderley owned lands in Wirral, which seem to have been something of a problem, particularly in the collection of rents. Supervision seems to have been lax – to judge by the tales of arrears – and particular difficulties had to be entrusted to a firm of lawyers in Liverpool, as we shall see below. That caused confusion when lord Stanley changed his mind.

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<sup>18</sup> Cited in S. Matthews, “‘Our Suffering County’: Cheshire in the cattle plague of 1866. Correspondence received by Rowland Egerton Warburton of Arley Hall”, *Transactions of the Lancashire and Cheshire Antiquarian Society*, 96 (2000), p. 113. Words in square brackets are hard to read in the original.

<sup>19</sup> For an earlier story, see Davies, *Agricultural history*, p. 98.

### Qualities

What, then, were the qualities needed to be a good land agent? The two most obvious were competence and trust, probably in equal measure. It is often said that by the middle of the century, there were fewer lawyers and the profession had come to be dominated by surveyors, who by 1877 probably represented three-fifths of the profession.<sup>20</sup> This may be true of the greater figures, but the scant descriptions given by Morris suggest that they did not have an exclusive grasp, especially over the smaller estates. Some were professionals: St John Charlton, agent for Cholmondeley in Cheshire and Kinmel in North Wales, was trained at the Royal Horticultural College in Cirencester. The agent was a critical intermediary between the landlord and the tenants, who often had to make or justify hard decisions, and local connections helped. We have seen that at Peckforton, Thomas Cawley was a member of a family that had been established in the area since before the middle of the previous century and the Beckett network must have been an asset.

Sometimes agents disagreed with their masters, over either policy or detail and Scard recounted how an earlier Cholmondeley agent, William Jones, had to advise his reluctant master on successive rent reductions in poor farming years.<sup>21</sup> A good agent could often see both sides of the argument and have a wider understanding of the long term estate needs. The balance could rest either way: the agent might be too weak, and on the Arden estate, John Arden came to believe that his agent, Thomas Highfield, was too much on the side of the tenants and did not watch his master's interests with enough care.<sup>22</sup> Earlier in the nineteenth century, in 1814, the Dunham agent found himself under suspicion of divided loyalties. He was caught between the earl and a local tradesman who both wanted to buy the same cottage. The tradesman withdrew, but the earl still felt that his agent's role was ambivalent, possibly trying to play one party against the other. He made his displeasure abundantly clear.<sup>23</sup> In

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<sup>20</sup> Thompson, *English landed society*, pp. 160-61; Richards, 'Land agent', p. 444.

<sup>21</sup> Scard, *Squire and tenant*, pp. 38-39.

<sup>22</sup> *Ibid.*, p. 43.

<sup>23</sup> Pamela Sambrook, *A country house at work* (London, 2003), pp. 153-54.

contrast, on the marquess of Westminster's estates, the agent, the honourable Cecil Thomas Parker, was inclined to 'pull rank', treating even a respected figure like the Chester architect John Douglas as but another servant, leaving his master to soothe damaged feelings. In Hubbard's words

He was a strict and meticulous estate manager; the first Duke considered him to incline to harshness and would intervene in favour of leniency; village children would curtsy as he rode past on his white horse, and he emerges from the pages of the estate office letter book as a most formidable figure.<sup>24</sup>

More particularly, he appears to have lacked either specific training or aptitude, for his biography in Pike did not mention any professional qualifications and limited its comments on his military career to 'served as Lieutenant in the Rifle Brigade'.<sup>25</sup> In addition, he plainly did not like Douglas. The nature of their relationship is revealed by his letters – not exactly rude, but cold and consciously maintaining a social gap between himself and a man who, in his own sphere, was far more notable, not only in Cheshire but nationally. Two passages from his letters may be given as sufficient example: 'I find that many plans, elevations, etc., made by you for Bldgs on his Grace's property have not been sent to this office. I will send you shortly a list of the Bldgs of which we require the plans'. Later he wrote, 'His Grace approves the plan of cottages for Eccleston. You will see his remarks which kindly make use of. Old materials to be used as much as possible, mullions which were new cut for the Stud and now lying in the Ecclestone quarry'.<sup>26</sup> In Parker's defence, one must understand how irritated he must have been by Douglas's working methods, but even after making due allowance for that, he was not a man to be crossed.

Two men who plainly had the trust of the tenants and trusted each other were lord Crewe and his agent, E. H. Martin. In

<sup>24</sup> E. Hubbard, *The work of John Douglas* (London, 1991), p. 67.

<sup>25</sup> Head, *Cheshire*, p. 152.

<sup>26</sup> Parker to Douglas, letters of 22 Feb. 1882 and 8 Jan. 1883, cited in Hubbard, *Douglas*, pp. 230, 232.

1866, lord Crewe's estates were ravaged by plague and the government's solution was regarded as slow and unhelpful. The tenants who had lost stock after February 1866 would be entitled to compensation under the Cattle Diseases Prevention Act of that month, though what they would get or when remained uncertain and dependent upon a county rate, yet to be levied. Those who lost stock before that date were entitled to nothing except charity. This caused unfairness and resentment, which in its turn offended lord Crewe. He therefore, in May, drew up an agreement under which his tenants assigned their rights to any future compensation to Martin. In return, Crewe undertook to pay, immediately, £5 per beast to every tenant who had lost stock through the plague, irrespective of date or circumstance. Compensation would then be put into a fund, to which Crewe contributed with his own money, to provide for new livestock when the crisis was over. All this was to be administered at Martin's absolute discretion. A year later, another deed brought the arrangement to an end with an indemnity for Martin. It would be hard to find a better example of mutual trust between master, agent and tenantry.<sup>27</sup>

Perhaps the most basic virtue was watchfulness: care that tenants did not abuse their position or waste the land; care that other bodies or landowners did not erode their master's rights; care that their master was kept informed of looming problems and opportunities for improvement. In 1865, a proposal was made to drain and improve the Frodsham marshes at a cost of about £5 an acre. The total cost was put at about £20,000 and a private act was obtained from parliament the following year. The marquess of Cholmondeley was one of the principal landowners involved and his agent, still Thomas Hignett, had to advise the marquess on the viability of the scheme and represent his interests in negotiations.<sup>28</sup> Unfortunately, and for reasons that remain obscure, the plan was abandoned: probably there was simply not enough mental energy to proceed after the trauma of the plague months.

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<sup>27</sup> Chester and Cheshire Record Office, DCR 21/18/14 and 21/18/15.

<sup>28</sup> *The Chester Chronicle*, 11 Nov. 1865; S. Matthews, 'Draining the marshes: the creation of the south Mersey waterfront', *Cheshire History*, 41 (2001-02), pp. 2-15.

In contrast to a dominant aristocracy, the tenantry, and especially workers with little worldly capital, can be viewed as cowed and subservient, unwilling to raise a critical voice for fear of the consequences. That may well be true of most of them, but there were some who were prepared to fight their corner if they felt that they had been unfairly treated. A letter from one such, again on the Cholmondeley estates, was cited by Scard: the tenant reminded the agent that his family had held the farm for over a century and in that time considerable improvements had been made, which he felt had not been fairly reflected in the settlement. His treatment was unfair, was felt to be so by other tenants, and he would 'take care that it does not go unrepresented to his Lordship'.<sup>29</sup> A good agent would see the value of appearing to be fair and one sometimes has the feeling that they and their masters were over-tolerant of tenant failings in order to keep goodwill. On the Dunham Massey estate, in 1875, an arrangement was made for a tenant in arrears to pass his house to his son, with some or all of his effects.<sup>30</sup> This example involved a house and garden in Altrincham, and it is likely that the purpose was to keep the property occupied whilst leaving the out-going tenant with some sort of roof over his head.

Even when they were being generous, landlords tended to act on their own terms, so that, for example, when lord Warren de Tabley decided to compensate his tenants for their losses during the 1865-66 cattle plague, he published a tariff according to the nature and time of the loss, which he instructed his agent to circulate, in printed form, amongst his tenants. One would think that he would not be ashamed of his generosity, but he ended with a strict instruction to his agent, Joseph C. Garfitt:

You will be good enough to cause the contents of this letter to be known to those whom it concerns with as little delay as possible, of course as a *private* communication between *Landlord* and *Tenant*. I shall be much annoyed if it appears in the newspapers.<sup>31</sup>

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<sup>29</sup> Scard, *Squire and tenant*, pp. 41-42.

<sup>30</sup> John Rylands Library, Manchester, EGR 14/11/7/72.

<sup>31</sup> Chester and Cheshire Record Office, DLT 2173/137/7.

It may be that he wished his own arrangements to be kept confidential to avoid comparison with neighbours who might be more or less generous, but his action was in marked contrast to the co-operative spirit suggested by Cornwall Legh's letter to Warburton, cited above. One would expect that any such discussions, which Legh explicitly intended should include their agents, would have involved the nearby lands at Tabley, but either they never took place or were shunned by lord de Tabley, for his letter was circulated the following July. Landlords might have been obliged to be arbitrary to a degree, depending upon how much ready money they had and to give in assistance, and because in a very literal sense the landscape and its future were theirs to preserve.

Against this background, let us turn to the memorandum book of Edward Martin, which forms the first of our three examples.

### **Edward Martin's memorandum book<sup>32</sup>**

In our first working example, we see the range of activities that had to be addressed by Edward Martin, the agent to lord Crewe, as revealed by part of his memorandum book. This is a small volume of jottings, all made in the heat of the moment, sometimes cryptic, sometimes almost illegible, but they show him in action, day by day. As a whole, it is too long to fit this article – it would possibly justify a study by itself – and the two years 1866-67 have been selected as representative of the many aspects of estate management in which Martin was involved.<sup>33</sup> Treating its contents thematically masks one important feature that must not be forgotten, which is that Martin turned from one matter to another both as chance determined and as they arose in the rural year.

First, there were his negotiations with the London and North-Western Railway Company over its purchase of land at Crewe, required, it would seem, for the construction of the branch line to Middlewich. The land was sold for £250 an acre, and after

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<sup>32</sup> Chester and Cheshire Record Office, DCR 59/28/2.

<sup>33</sup> The period is rather longer, as some entries hark back to previous events and others are requests for future action.

including £400 in lieu of a bridge, and the same sum for disposal of spoil on Mr Beech's freehold, the initial total came to £13,131 4s 9d. A consequence was that Mr Beech had to be compensated with £75 for 396 yards of spoiled land. This was not the end of Martin's involvement, for the company had also to pay for sand at 2s per wagon load, which resulted in five entries between June 1866 and December 1868, netting £290 12s. Although it is not stated, Martin must also have had to keep a watching brief on progress to ensure that his master's rights were not infringed.

Tenants constantly needed attention. There were always applications for farm tenancies, and each one had to be assessed for suitability. On 22 August 1866, just as the estate was beginning to recover from the cattle plague, Arthur Cooper, a tenant of Egerton Leigh, applied for Mrs (William) Bucklet's farm – she was presumably a widow, giving up her tenancy. Martin noted the reason that he was leaving major Leigh, which was that the latter wanted to include most of the farm land in his own park. He wanted a farm of 200 acres, bigger than his existing 120, probably because he was a married man with seven children. Martin made a note to write for a reference. He received applications for other farms on 28 August and a third two months later. Both were recorded. In December, Charles Neele applied to take over the holding of the late William Neele. He was a widower with no family who had been living with 'the old man' for years. He had a recommendation from a friend whose name is not decipherable and Martin noted to enquire as to his character. Interestingly, Martin did not apparently know him, even by repute. Another tenant, Mr Davenport of Sproston, had been asked to surrender his lease. He agreed to an exchange in return for another at a stipulated rent. We know no more, but this entry accords with other evidence that landlords and their agents had to negotiate change rather than simply order it.

Farms needed maintenance and tenants' days brought a host of queries and complaints. They came through the year anyway. There were 15 applications for new gates or gate posts, eleven of which were ticked off as delivered. Messrs Waring had to be approached for £4 compensation to a property for damage caused by removing sand. William Booth's house in Crewe needed new windows and the tenant of a cottage in Winterley asked for a

wall to be erected between his property and new cottages to the rear. Another tenant asked if he could have a little bit more land out of Fox's farm, and Mr Bailey needed a pump, having no water near his house. Then there was drainage, a constant expense in the wet Cheshire clay. There were eight applications for drainage in 1867-68, in areas ranging from three acres up to 20, and amounting to about 77 acres. To cap it all, Martin agreed to give Mr Wilding £10 towards the cost of replacing a building which had been burnt.

It is fortunate for us that Martin had so many different tasks to attend to, many of them one-offs, that he feared he might forget some, for if his life had been simpler or easier, he would not have kept his memorandum book and so deprived us of invaluable information.

### **Lord Stanley, Mr Gatehouse and the Wirral**

Our next example illustrates the difficulties of running an estate from a distance. The details come from an unsorted and un-catalogued folder of loose letters written by and occasionally to lord Stanley's agent Robert Simpson, who, like his master, was based in Alderley.<sup>34</sup>

The Hoylake tenants seem to have been a difficult group, partly perhaps because Simpson was managing from a distance and using a firm of Liverpool lawyers only when firm action had to be taken. This seems to have enabled tenants to follow their natural inclination not to pay. The lawyer was William Tyrer, senior partner of Messrs Tyrer, Smith and Kenion, of 16 North John Street, Liverpool. In June 1868, Simpson asked Tyrer to press a Jacob Criece<sup>35</sup> and others for payment of rent: he was ultimately successful, but it took ten months to extract over £621 from them, for which the legal fee was £15 1s. The next March, Simpson told Tyrer that he had written to all the Hoylake rent defaulters save one: he was asked to pursue one Samuel Peake, who had rented two plots of land in Hoylake but neglected to pay the rent or respond to any communications. He owed over £88. Simpson, from Alderley, had established Peake's address in

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<sup>34</sup> Chester and Cheshire Record Office, DSA, acc 1813/3.

<sup>35</sup> The name is as good as I can read from the scrawling manuscript.

Liverpool and that he had the means to pay, because he operated 'large stone quarries' at Minera near Wrexham. Since there was no further reference, can we assume that Tyrer got the money?

One of lord Stanley's tenants in Wirral was a Mr Gatehouse. There has to be a measure of conjecture about motives, but what follows is a reasonable interpretation. Around March 1869, Mr Gatehouse's father died, leaving property in Winchester. Mr Gatehouse went south to look after it, leaving affairs in the hands of another lawyer, Mr Kent, of 10 Sweeting Street, Liverpool.<sup>36</sup> Gatehouse's aim seems to have been to surrender his lease and move south to his father's estate, and Mr Kent offered £15 for this on his behalf. Unfortunately, he had not repaired the sea wall according to the terms of his lease, but Mr Kent was prepared to offer an assurance that he would do it. Originally, Mr Tyrer seemed willing to accept this on lord Stanley's behalf, but between the extant letters the sum increased to £30. At this point, Simpson, lord Stanley's agent, changed his mind and instructed Tyrer not to accept any arrangement or surrender, but to delay the whole business until the sea wall was completely repaired. It must have been a bigger job than previously thought and would involve other people, for 'Lord Stanley would object to be mixed up with the other parties in the maintenance of the sea wall'. Tyrer was asked to delay the negotiations until the job was finished. This must have wrong-footed Tyrer, who seems to have been working towards an early surrender, and for good measure Simpson reminded him that Gatehouse was – seemingly like others – two years in arrears with his rent, a little over £12. This *volte face* annoyed Kent who dared Tyrer to start proceedings, and wrote that 'without the lessee's consent, I cannot consent to Lord Stanley running off his agreement'. His client was fully prepared to repair the wall and he was sure that any failure to pay the rent was attributable to Mr Gatehouse's father's death, though since he was two years in arrears that was a bit thin as an excuse. He felt that his client had a right to a surrender once the failings had been put right. There,

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<sup>36</sup> Harrod's *Directory of Hampshire and the Isle of Wight* of 1865 has an entry for John Gatehouse, Brewer and Maltster, King Street, Emsworth (p. 679) and there is a Mrs Gatehouse at Park Cottage, Crawley (p. 662).

frustratingly, the correspondence ends. The silence suggests that a settlement was soon reached.

This little tale, like the one that follows, indicates that even a major landowner, or his agent, could not have everything his own way, particularly when, as seems to be the case here, he had changed his mind over the terms he would accept part way through the negotiations in order to gain an advantage and save himself trouble. As far as we can judge, both solicitors played a straight game, but neither of the principals emerges with credit: Mr Gatehouse wanted to escape from his lease at least cost to himself – and even by the last letter had not actually ordered repairs to start – while lord Stanley, or Simpson on his behalf, realised too late that early surrender might involve the estate in considerable trouble and tried to hold Mr Gatehouse to his lease, despite previous indications that a deal could be struck.

These negotiations reveal several interesting aspects of the relationship. It was important for Simpson to know, trust and work well with the acting solicitor, whom he always addressed in letters as ‘Dear William’ and thanked for his hospitality after a visit to Wirral or Liverpool. The settlement of the bill for extracting the rent from Cricene is itself revealing. Simpson must have kept a close control over money, for Tyrer was asked to set against it £6 8s 4d rent which he had recently received on lord Stanley’s behalf and the balance would be met by a cheque which Simpson enclosed. There was no running account in the lawyers’ hands. This is evidenced by a request of September 1870 for Tyrer to remit to Simpson any surplus from the sale of ‘Wharton’s effects’ over the rent due, raised from a sale held over a fortnight before. The sale and the other forcing actions revealed by the letters indicate a very different attitude from the more easy-going farming rentals, but then it concerned urban property in the occupation of a different set of people.

#### **The case of William Robinson**

In August 1885, Mr William Robinson was dismissed from the employment of the marquess of Cholmondeley, by the latter’s agent, St John Charlton. More accurately and in modern parlance, he was probably forced into early retirement on medical grounds. He was not content with the terms he was given and the surviving

letters which follow his dismissal reveal much of late nineteenth-century rural life.

St John Charlton, land agent to the marquess of Cholmondeley, is the Goliath of this study. He earned an entry in Pike, significantly in the section on 'gentry and magistrates'.<sup>37</sup> The entry reads

St. John Charlton, J.P., Cholmondeley; only son of the late Captain St John Charlton, 14<sup>th</sup> Hussars, of Apley Castle, Shropshire; educated privately and at Woolwich, also at the Royal Agricultural College, Cirencester. Justice of the Peace for Flintshire; land agent for the Marquis of Cholmondeley, also for H. R. Hughes, of Kinmel, Lord Lieutenant of Flintshire; a Director of several companies; member of the Royal Agricultural Society. Married Elizabeth Bronwen, eldest daughter of Hugh Robert Hughes of Kinmel Park, North Wales, by his marriage with Florentia Emily, daughter of the first Earl of Ravensworth; has issue one son, St. John Alan, and two daughters. Club: Junior Carlton.

In addition to this formal listing, he was prominent in other local affairs: when the marquess of Cholmondeley gave the land for the new Jubilee Hall in Malpas in 1887, Charlton was appointed to and chaired the committee of management.<sup>38</sup> He remained in post until at least 1914. The next directory, for 1923, showed a different agent, Cecil Fane. Charlton's dual role introduces the curious concept of an absentee agent.

Robinson is a less public figure, but we can establish an outline of his life from successive census returns and from trade directories. He was born in Hull about 1823, for he was stated to be 57 in the 1881 census.<sup>39</sup> He married there, but must have moved to Cholmondeley between 1860, when his son Thomas was born at Beverley, and 1864, for he was listed in Morris's *Directory*

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<sup>37</sup> Head, *Cheshire*, p. 123.

<sup>38</sup> D. Hayns, *The Jubilee Hall, Malpas, 1887-1987* (Malpas 1987), p. 3.

<sup>39</sup> I am grateful to Mr Peter Hughes for searching the census entries for me and for providing copies.

of that year, described as a woodman.<sup>40</sup> Confirmation of the move is given by the birth of his youngest child at Colmondeley c.1866. He was successful, for in 1874 he was then described as William Robinson, builder and surveyor, at Whitethorn Cottage, Cholmondeley. Perhaps he had taken the post held by Peter Humphrey, builder, ten years earlier.<sup>41</sup> Four years later, in 1878, he was listed in Kelly's *Post Office Directory* simply as a builder, but this must have been builder to the estate, not a general commercial builder.<sup>42</sup> The extent of his success is given by the 1881 census, where he described himself as 'builder employing 30 men and 2 boys', but given his position within the estate it is more likely that he managed them. After his dismissal, he moved first to Nantwich and later to Whitchurch, where he set up again in business as an architect and building surveyor.<sup>43</sup> He continued in business until 1901 but disappears thereafter, probably being one of the several William Robinsons among the deaths recorded shortly after. Apart from that, virtually all that we know about him comes from these letters, and they give an incomplete picture, for we only have his letters to the agent, not the replies.<sup>44</sup> He had received some education for he was both literate and articulate, despite a little erratic punctuation arising from anger and urgency. Although described as a builder, he must have worked principally, if not exclusively, for the estate. If so, it is an interesting reflection upon the resources needed by a large estate that it could require 30 men and two boys. We only know the name of one ('my man Edge') who is probably an unrecorded estate worker. As Robinson pointed out, he had worked for the marquess for some years, in fact about 20, and felt that he deserved some consideration, if not respect. Since he was granted a pension, he cannot have been dismissed for any misdemeanour and almost the last letter suggests ill health as the reason.

One might well ask what chance Robinson had of success in any argument with such an establishment figure as Charlton. The start of Robinson's troubles was when he was asked to

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<sup>40</sup> For Thomas's birth, 1881 census; Morris, *Directory of Cheshire* of 1864.

<sup>41</sup> *Ibid.* of 1874, p. 286.

<sup>42</sup> Kelly's *Post Office Directory of Cheshire* of 1878, p. 245.

<sup>43</sup> Entry in the 1891 census.

<sup>44</sup> Chester and Cheshire Record Office, DCH/EE/11.

prepare plans for new stables at Cholmondeley Castle, but whilst doing this he began to feel ill – what he described as ‘sufferings in the head’ – and was unable to complete the work. According to his account, the marquess advised him to obtain help and he called in Thomas Bower, an architect in Nantwich. Bower was an established professional: he kept an office with a clerk, for he referred to paying him to draw up the plans; he was a trustee of the Nantwich charities, along with a firm of solicitors, and was responsible in 1900 for drawing up plans for a new cemetery.<sup>45</sup> He seems to have drawn up plans for the stables and duly presented his bill.

It was probably Mr Robinson’s ‘sufferings in the head’ that led to his dismissal, although there may have been an element of ‘new broom’ versus ‘Spanish practices’, since Charlton, the new agent, had not been long in post. The previous agent, Thomas Hignett, cannot have been long retired, for *Deacon’s court guide and county blue book – Cheshire*, whose preface was dated July 1886, still showed him as the agent. Probably Hignett left in 1885. There may also have been friction caused by the difference in their ages, for since Charlton was to remain in post until 1914 at least, he was probably in his early thirties at the time.

Charlton formally informed Robinson by letter that he had to leave, to which he replied the next day, 26 August 1885, commenting that ‘I have no other course but to accept the offer and will write his Lordship my thanks for the pension though small in amount’. That was not the end of it, for his house depended upon his job and if he lost one he lost the other. He was required to move out by the beginning of November. He met that deadline and we hear from him next on 18 November, living at Mill Fields in Nantwich. He had been paid part of his salary to 31 October (presumably pro-rata), but enclosed two bills, one for a now indecipherable expense incurred under the previous agent, Mr Hignett,<sup>46</sup> but unpaid, and Mr Bower’s bill, which he expected

<sup>45</sup> Kelly’s *Post Office Directory of Cheshire* of 1874 has an entry for Thomas Bower, jnr, architect and surveyor, Hospital Street, Nantwich. He had a fuller entry in *ibid.* of 1878, p. 265; see also Chester and Cheshire Record Office, P 120/4525/65, dated 1900.

<sup>46</sup> The entry is unfortunately unclear, but it reads like ‘brick’; Thomas Hignett, identified as land agent in Kelly’s *Post Office Directory of Cheshire*, p. 245.

Charlton to pay on the marquess's behalf. Mr Charlton must have refused to pay Bower's bill, or had simply ignored it, and had queried a number of other matters, including what Robinson claimed for fittings left in the house. This drew a pained response from Robinson, who replied on 12 January 1886 that all he wanted was fair and reasonable treatment. He then enclosed a bill for £14 1s made out to the marquess of Cholmondeley, claiming for duties superintending the brick and tile works, some harness, a rug and an umbrella, and a boiler, brewing equipment and a kitchen range all left in the house. Charlton struck some of these out, disputing their value.

Charlton must have counterclaimed, for Robinson's next letter was couched in very strong terms. He pointed out that he had moved quickly to convenience Charlton and detailed a net £86 lost as a result, 'a fearful loss upon a poor man'. He disputed Charlton's claim for the harness, which he said was his, and had a witness to it. He attached receipts for other items, including a fresh item, and disputed Charlton's valuation of the domestic property left behind. This lengthy attack was followed on 2 February by another which enclosed two tradesmen's bills, which had not been paid, with the assurance that 'they are both correct and the men being poor tradesmen are in wants of their money'. Since no more was heard of these, Charlton must have been satisfied that they were valid and paid them.

On 19 April Robinson acknowledged Charlton's letter of 14 April, apologising for not answering, but he had moved again, to Alkington Road in Whitchurch. The domestic items were still at issue and Robinson stuck by his receipts. He was not being treated fairly and it was time to raise the stakes, for

if you cannot allow the half year's rent, I must come over and see the Marquis personally upon the matter. I have every confidence his Lordship under the circumstances w[oul]d not wish this – I cannot see nor do I know any reason why you should treat me so harshly. I may say with truth I have done more for the estate than any other man known and at a much less annual cost than before – I ought in all reason to have some little consideration shown

to me – “please” allow me to have a little truth & honesty left.

If Charlton would send the balance on his account, he would send receipted bills by return.

The threat to call upon the marquess himself must have forced Charlton to reconsider, for Robinson next enclosed whatever receipts had been asked for, and asked Charlton to remit the next quarter’s pension, adding that he was ‘very hard up for cash’. There was then silence, during which Bower’s bill remained unsettled, until on 6 October, Bower wrote in pained terms to Robinson, threatening legal action. He must have realised that he was caught between Robinson, who had called him in, and Charlton, who had the money, for he decided to cut his losses. The plans had cost £12 in clerk’s wages alone, but if he were to receive £15, he would be prepared to settle. Robinson wrote to Charlton on 10 October reminding him of the circumstances of the claim and, a little later in the same month, he forwarded Bower’s letter to Charlton with a conciliatory accompanying letter. He seems finally to have arrived at a settlement of his own affairs and could only leave Mr Bower to Charlton’s consideration. There the story ends.

Even though we only have one side of the story, this is the most illuminating of the three examples, for Robinson was both able and prepared to fight his corner. It is unlikely that many would have had the courage to stand up to Charlton, as Robinson clearly did, and there was the risk that if he went too far he might sacrifice his pension. He may have had an advantage in that he had previously had direct access to the marquess over the plans for the stables.

First, we see the hazard of the link between home and employment. Job and home went together and moving to a new place involved both the likelihood of loss on fixtures or improvements left at the old home and an unwanted outlay at the new one. Robinson acquired a bit of land to replace what he had foregone, but had to lay out an unspecified amount to make use of it. Even in eviction, the tenant had his rights, for he was entitled to the value of improvements that he had made to the

land or the property, and whilst the valuation of these might be difficult, it was not totally arbitrary.<sup>47</sup>

Second, we have the presence of the marquess in the background, and the other examples given show that this was not unusual. Robinson's confident threat to take his case to him means that the marquess was available and would be prepared to hear a complaint from a disgruntled former employee. If we rightly judge that Robinson got a settlement, even if not a complete one, Charlton may have thought that he might not be supported by the marquess.

Third, we see the need for a deft touch in managing tenants and employees. Was Charlton a new broom who misjudged the tenacity of someone he wanted to lose, or was he too 'great' for the job? But what had he got against Robinson? There are indications that not everything had been done as efficiently as it should have been. That could have been offensive to a college-trained man. Robinson produced too many unpaid bills after he had left, despite having from August until November to get his affairs in order. Despite his sufferings in the head, he seems to have recovered his mental faculties immediately after his departure. Perhaps Charlton was faced with a man who did not fit the new regime, who had to be retired, but he was too zealous in the way he set about it.

### Conclusion

The case studies illustrate so many aspects of estate management that little more comment is needed. The Cheshire estates were not large and even when the family owned land in other counties, they were generally managed separately, as were the Tollemache properties in Suffolk. The agents' interests and loyalties were local, with the underlying concern being the preservation of the estate for future generations, an attitude that they shared with their masters.<sup>48</sup> They were essentially a 'hands-on' breed: although the evidence is slight, it seems that even when holdings were physically separate within the county, one agent managed both,

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<sup>47</sup> Scard, *Squire and tenant*, pp. 46-47.

<sup>48</sup> See, for Cheshire generally, Stephen Matthews, 'Running the countryside, the Tollemache estates 1860-72', *Cheshire History*, 46 (2006-07), pp. 75-90.

using local support when needed. Cawley included both areas in one set of accounts and Simpson seems to have been willing to go to Wirral when necessary rather than employ a permanent deputy. Although the agent was on the spot, the owner, too, was a constant presence, even major figures like Tollemache or the marquesses of Cholmondeley and Westminster. With a few exceptions, they kept in contact, even Cornwall Legh, away in Torquay or on parliamentary railway business, and because of this we will rarely know who made the decisions. Sometimes the agent was plainly carrying out orders. Lord de Tabley's voice sounded clearly over the compensation he would pay, but was lord Stanley's change of mind really his or Simpson's prudence? Was Charlton going beyond what the marquess would have wanted? In all, it was a matter of balance between individuals, in which the agent was the essential intermediary.