

Estate Management in Eighteenth-Century Kent

By G. E. MINGAY

DOCUMENTARY evidence of the way in which landlords actually managed their estates is invaluable in broadening our knowledge of eighteenth-century agriculture. A modern historian, Prof. H. J. Habakkuk, in his well-known article on landownership has given us a striking picture of estate development in Northamptonshire and Bedfordshire and has stimulated interest in the growth of estates elsewhere.¹ Moreover, the contemporary accounts of estate management provided by such writers as Edward Laurence and John Richards,² although valuable, indicate what landowners ought to have done rather than what they actually did, and it is in ascertaining the latter that estate records are so important. But quite apart from its value in adding to our historical knowledge, local estate material is interesting in itself: we can see what sort of estate problems might occur and how they were dealt with; we realize what might actually be involved in being the lord of an important manor; and we can obtain an idea of the relationship between the landlord and his steward. The material discussed below is drawn from Sir Jacob Bouverie's estate records, now deposited in the Kent Archives Office. The most interesting of these records is Sir Jacob's "Coppy Book of Letters to my Steward in the Country begun the 17th July, 1716."³ The book covers only a brief period of six years, but this is more than compensated for by the fascinating details the letters contain. Although few of the steward's letters have survived, the view of estate matters pro-

vided by this correspondence is not so one-sided as might be supposed. On the contrary, owing to Sir Jacob's convenient habit of including the gist of his steward's letters in his replies, we can obtain a complete and accurate picture.

Sir Jacob's estates in Kent included the fishing town of Folkestone, of which he was lord of the manor, and a number of medium-sized farms, mainly arable in character, situated in and around Folkestone. The estates brought in some £1,000 a year; the principal farms together totalled about 2,900 acres. It seems that Sir Jacob was much confined to London, mainly by reasons of business and attendance at Westminster, but also by illness, so that the day-to-day administration of the estates was in the hands of his steward, Henry Barton of Folkestone. The evidence shows that Sir Jacob, although an absentee landlord, none the less exercised by means of a constant stream of correspondence a close supervision over all aspects of his property. Indeed, so strict was the landlord's control that his steward must often have wished for more room for manœuvre and for an employer less hard to please. Sir Jacob was the most exacting of landowners: at one time he would tell Barton that he was prepared to rely upon his opinion, that he should use his own initiative and knowledge, while at another he would upbraid him for some transaction that had miscarried: "I would have you honestly to consider how prejudicial to my interest your managem^t. about that Farme hath been, you

¹ H. J. Habakkuk, 'English Landownership, 1680-1740', *Economic History Review*, Series 1, x, 1940, pp. 2-17.

² E. Laurence, *The Duty of a Steward to his Lord*, London, 1727; J. Richards, *The Gentleman's Steward and Tenants of Manors Instructed*, London, 1730.

³ Kent Archives Office, Radnor MSS., U 270, C1. Sir Jacob Bouverie, a brother of the Earl of Radnor, represented New Sarum in parliament, and in 1747 was created first Viscount Folkestone. He died in 1761.

turned out my old Ten^t. Blowne, run me into a great expense in repairing and new building part of the House then on a promise of a lease for 21 years that sunke my rent £30 p. ann. and throw in the first years rent free to him also, and now you will not settle that neither, though you have caused such losse to me but would go againe hunting for another Ten^t. more I think for your own interest or humour than any honest Truice [loyalty] to me. . ."

The unfortunate steward was constantly instructed to inspect the farms and especially to watch the progress of new buildings and the quality of repairs, to bear in mind and keep down his rent arrears, to remember to hold the courts at the usual times, and on occasion to canvass tenants and their friends in favour of the parliamentary candidate supported by Sir Jacob's faction. He would be admonished: "whilst you undertake my business act in it and bestir yourself the best possible," and Sir Jacob would frequently end his letters with an injunction to "expedite my Concerns" or to "transact honestly and diligently all my Affairs."

His complaints of Barton's conduct were so frequent and were expressed so virulently that one is tempted to wonder why he continued to retain so apparently unsatisfactory a steward. Among other things, he accused Barton of disregarding his instructions and of doing "only what your own humour and Self Interest dictates to you," of retaining estate money in his own hands for unnecessarily long periods, and of not keeping this money separate from his own. He constantly protested against delays in completing the accounts and refused to take Barton's excuses. "You write againe about your Study Chimney, which to be sure may be very easily rebuilt again, and I cant see why that should at all hinder your bringing your Accounts to a head, it is a Shame you had not done it before but you will go on to trifle with me in your own humour. You lately said you were behind hand in your business for want of a Clerk, and whose fault is it, that you have not taken assistance in all this time."

On the other hand, he would sometimes

show his steward some unsolicited kindness and consideration. When Barton's daughter Frances was suffering from an unusual ailment, he several times consulted his own surgeon (and paid the fees) in order to obtain good advice for her treatment. "I am indeed very sorry for your daughter Frances ill state of Health, to have a Swelling over her Eye, broke into holes, and dressed with taints [spots] as you mention is a melancholy case and requires very good Advice and Assistance."

Sir Jacob showed a somewhat similar inconsistency in his dealings with his tenants. He could be hard-hearted and tight-fisted: arrears of rent (which appear to have been particularly heavy in 1716 and 1717) he regarded, not unnaturally, with impatience, and after they had accumulated for a year or two he would instruct Barton to make a seizure on the tenant's goods when the next harvest was in. In 1716 he was particularly incensed to hear that the insolvent tenant of his Combe farm had attempted to cheat him by a prior disposal of his farm stock and goods among the neighbouring farmers. Sir Jacob tended to suspect that his tenants were having the best of the bargain and frequently urged Barton to try to raise their rents. But again he would send his good wishes and some kind words on hearing of a tenant's illness or of an accident, as when his bailiff in Folkestone was kicked by a horse: "I am glad Verrier walks about againe." Moreover, it was possible for the steward to influence him on behalf of an old tenant. Barton wrote: "Mr. Ladd having a Bible in his hand when I acquainted him on what conditions you would be pleased to grant him a new Lease of that farm he was so moved he offered to fling away the Book saying my Landlord told me he would never turn me out but I find I must be undone if I stay and when I offered to speak he wished he had never known me. . ." Barton explained that it would be possible to find another tenant, "but that would bring the Old Mans Gray Haires with Sorrow to the Grave." At another time, Sir Jacob noted in his estate book that he had planned to join

two farms together, pulling down one of the farmhouses, "but Castle being an old Tenant, and advancing £2 p.a. I did not do it, but some time or other it may be right to do so."¹

Great care was taken in the selection of tenants, especially as the farms were let on leases for twenty-one years. Sir Jacob would not accept his steward's nominee without a recommendation from the prospective tenant's old landlord in regard to his character, ability in husbandry, and general reliability. For example, in 1716 he wrote to Barton: "You say an agreement is made between ye Widdow Ladd tenant of my Standen Farm and her eldest son for his taking that farm if I consent to it which I cannot resolve to do without further assurance of his ability and diligence and of his general understanding for Husbandry, for ye Farme is undoubtedly a great pennyworth and I would not have it turned into Slothfull or negligent hands."

An interesting correspondence about the selection of a new tenant for the South Hawkinge farm reveals the kind of negotiations which preceded the leasing of a farm. One candidate named Allen offered a rent of £50, but he was not known to Barton, who was instructed to write to his last landlord for "a character". Another candidate, Hatcher, an experienced farmer already known to Barton, offered only £45. This situation led to Sir Jacob's writing as follows: "You say you had been some hours with Hatcher again, but could not get him up to £50 per Annum for my South Hawkins Farm unless I should abate considerably of the first Years Rent, which I think would be no Advance at all, on t'other hand you heard none speak amiss of Thomas Allen, only that some question whether he had Sufficient Substance of his own. I am of your opinion to like Hatcher the season'd Man best, but £5 difference in the Rent they'll give is considerable, therefore why cant you get said Hatcher up to £48."

The outcome was that Hatcher eventually agreed to £48 and obtained the farm. The disappointed Allen on Barton's suggestion was given a present of a half-guinea for his part in driving up the rent and in order to mollify his old landlord who had recommended him to Sir Jacob.

It has already been mentioned that Sir Jacob was anxious to raise the level of his rents. Two or three times in the boom of 1720 he told Barton that land had recently almost doubled in value, forty-five or fifty years' purchase now becoming common, and that in new leases opportunity should be taken of raising rents. It appears from the evidence, however, that the farms were already fairly high-rented and it proved impossible just then to make any substantial rent increases. At the same time it was becoming more difficult to sell the produce of the landlord's woods. This development caused Sir Jacob to remark in November 1719 that "our Buyers [of wood] are now chiefly poor labourers and bad paymasters, and our Principal Farmers burning Coals."² The sale of wood for hop-poles was also subject to depression: in 1721 Barton was warned not to sell any wood for hop-poles unless he got a fair contract first, "for, as I am told, Hops sell at a very low price this Year, I doubt they [the hop-growers] are under discouragement." The solution was to increase the amount of woodland leased with the farms, making suitable increases in rent, "which is a very good way as wood is a mear drug." This change was duly noted in the estate book: "N.B. The Tenants when wood was first lay'd to the farms had no more than their exact quantity, but Wood being fallen now very much, I let them have enough to make it a reasonable pennyworth to them."³

The covenants included in Sir Jacob Bouverie's leases show that he was considerably advanced in this aspect of estate management. Apart from clauses dealing with pay-

¹ K.A.O., Radnor MSS., U 270, E 10.

² Defoe noted that coal was ousting wood as a fuel.—D. Defoe, *A Tour Through England and Wales*, Everyman edition, I, pp. 100-1.

³ K.A.O., Radnor MSS., U 270, E 10.

ment of rent, responsibility for repairs, and the crops to be grown, it was laid down that the farmhouse was to be occupied by the tenant "or some other person to be approved of by the landlord." that all dung was to be used on the farm, and that the breaking up of pasture without permission was subject to a fine of £50. In addition, the number of acres that might be sown with oats in the last year of the lease was restricted and a proportion of the land was to be left fit for sowing wheat, the outgoing occupier having the use of the barn and farmyard for four or five months after the expiration of the lease. Exceptionally, a farmer might be instructed to fold a hundred sheep on his arable and to use clover in his crop rotation. Manorial survivals are to be seen in the requirement in some leases that a tenant must perform two days' work with his team (sometimes in order to fetch materials for the repair of his farm), but he could not be obliged to go more than eight miles off. Some tenants were also liable to entertain and lodge the lord and his bailiff and servants on the day before the manorial court was held, and to provide a dinner and lodging on the day itself. The possibility of loss of crops through erosion on the coastal farms was met by providing that the landlord should pay tenants 17s. 6d. per half-acre by way of compensation "for all land that shall fall over the cliff."

The transmission of the rents to London gave rise to some difficulties. Sometimes cash was entrusted to the London carrier or to tenants who were visiting the capital, but more frequently an inland Bill of Exchange was sent by post. In 1722 Sir Jacob informed Barton: "I have received yours of the 22nd Do. with a Bill drawn by Christopher Wood on Francis Gillow for £40 payable to Daniel Wyburne [a tenant] endorsed by him to you, and by you to me, to which said Gillow hath promised paym^t next Monday."

It was a common practice, however, to send remittances via the captains of Folkestone fishing vessels when they were taking their cargoes up to London. A Mr Deane of Billingsgate received the cash or paid "the Fisherman's Bills" to Sir Jacob. This channel however, was subject to serious delays when the fishing fleet was out for the herring season. Moreover, it was necessary to give the mariners a gratuity, and this caused the careful Sir Jacob to look for an alternative route. "I see you had sent me £25 in Money by John Baker, Master of a Boat, that was coming up hither to Battle Bridge, which I shall attend to Receive, and what more you intend me by such like Opportunities, but I am sorry to see the Master Boat Men want such Courtship, and a sort of Premium as you mention for their bringing it, it would be better that I fix on somebody at Dover to receive it, and send it me by Shipping. . ."

Folkestone at this time was "eminent chiefly for a multitude of fishing boats . . . employ'd in catching mackerel for the City of London," as Defoe put it.¹ The town was described as "miserable in its Appearance" but there were "above Three Hundred Sail of Fishing Boats belonging to it."²

Although there was a mayor and corporation, Sir Jacob, as lord of the manor, still retained numerous rights and responsibilities in "his towne of Folkestone."³ In his estate book, for example, it was specifically noted that the tenant of the King's Arms Farm had "always been the Bailif and Cryer of my Courts, and Keeper of the Jayl, which is in his house, as my Deputy . . . and the Tenant always finds security for as far as £300 to be answerable to me for any Escapes that shall be made out of the Jayl. . ." The perquisites of the bailiff were put down as follows: "Perquisites of Jayl-Keeping: He is to have for an Arrest 1s. 8d., for going into jayl 3s. 4d., for a discharge from it 6s. 8d.

¹ Defoe, *op. cit.*, I, pp. 122-3.

² J. Macky, *A Journey through England*, London, 1722, I, p. 54.

³ Folkestone was a subordinate 'limb' or 'member' of the Liberty of the Cinque Ports, and such 'limbs' usually had a lord of the manor. See S. & B. Webb, *English Local Government: the Manor and the Borough*, London, 1908, I, pp. 308, 338, 373n., 379n.

N.B. I pay 2s. 6d. towards burying every corpse thrown ashore by the sea in Folkestone manor. I likewise pay 2s. 6d. for every Porpus to my Bailiff, and all Royall Fish such as Whales, Grampus's, Sturgeons etc. belong to me.

"His fee for every Wreck is 6s. 8d. all charges to be pay'd by the Owner, if no Owner by the Lord. Waifs, Strays, etc: to be brought to him and He to be pay'd for his Trouble by the Owner, if no Owner by the Lord."

Other fees payable to Sir Jacob's bailiff included tolls at fairs held in Folkestone: "For every Tilt [tent or awning] 2s. 6d., for every other Trussell [trestle] or Stand without Tilt 1s. The Bailiff is to find the Materials but not the Tilts. Every Pedler without stand pays 3d. and all sorts of games 6d. each."

These manorial rights and perquisites were not by this time mere formalities as might be supposed. There were frequent disputes over shipwrecks, washed-up bodies, and smugglers. Indeed, the role of lord of this particular manor was by no means an uneventful one. Sir Jacob was infuriated to hear that neighbouring towns had taken the liberty of removing the anchors and cables (especially as the value of this gear was often considerable) which he claimed by manorial right from ships wrecked in his lordship. On one occasion Barton was only just able to catch one shipwrecked captain "as he was riding in a hurry from Hythe to Folkestone" to get him to agree to a money compensation in lieu of losing his anchor and cable.

The east Kent coast was notorious for smugglers who specialized in the illicit import of French spirits. From time to time this gave rise to troublesome incidents. In January 1720 Sir Jacob wrote indignantly to Barton: "You say two Corps, supposed to be french smugglers, were cast a Shore at Folkestone, nothing saved from them but a pair of Silver shoe buckles and brass money to the value of fifteen pence, they being buried in their Cloathes, which my Bailiff had directed should be done in any waste soil, and for that purpose gave half a Crown for each Corps for

my Account as Lord of the Mannor as has been usual, but our Folkestone Mariners you say buried them in their Cloathes in our Church Yard, the Priest and Clerk officiating and that the latter demanded Fees, to which I would have neither Verrier [the bailiff] nor you give any Answer or Satisfaction, nor to part with a farthing more than what he gave as above according to Custome of my Mannor, for I will have no Innovations, for I think the Marriners intruded in meddling with what did not concern them, unless they take my Right to be their own."

In November of the following year the correspondence between Sir Jacob and his steward recounts another interesting smuggling incident: "some half Anchors of Brandy being Anchored off at Sea, some soldiers as Assistants to a Customes House Officer went off with him to seize it, and that in the Evening of the same Day, three Smugglers by name Fildroe, Gittings and Smith came one after another into the Quarters of Quinton one of the Soldiers, and there arose a Quarrell with Quinton . . . and that Quinton did make a thrust with his Bayonet into the body of the said Smith a little below his Navel, of which wound you say he died the 7th Do. in the morning." The soldier responsible for the smuggler's death was tried and acquitted, it being held that Smith did not die of the bayonet wound. A month later Sir Jacob found cause to complain of the treatment of another body cast ashore, pointing out that "the Salvors sharped a Ring and whilst you and my Bailiff Verrier were at Hythe Fair, they stript him of his Cloathes, putting him into his Coffin only with a few Shavings, and so buried him, I think it was too rough and unreasonable dealing."

In 1720 further difficulties arose with the Folkestone fishermen over the destruction of a harbour breakwater by a February gale. Barton reported that the large rocks and stones from the breakwater had been washed on to the beach and were preventing the fishermen from launching and beaching their boats. Sir Jacob's response was to offer the fishermen "a Tub of Strong Drink" if they

would put the stones back themselves. This offer the fishermen evidently regarded as inadequate, and Barton replied that they were "clamorous" for more assistance and claimed that the stones could only be secured in position by large timbers. Sir Jacob received this opinion with indignation, saying: "the Expression of the Fishermen's continuing Clamorous was not well used towards me who had made a present of the foresaid offer, and if the Stones were returned where they were drove from, they might remain for very many, many Years, as they had lain before, towards the Security of the Stade, and I desire you to acquaint Mr. Mayor, that as I am Lord of the Mannor, I esteem it my Right to proceed in the liberties of it, as I shall think well of, & I will remove the Stones or not, and do what I please about the Stade, and if the Fisher Men don't like it, let him and them represent to me by a Petition what they would have done, for the Advantage of the Town & Corporation and then I shall resolve what may be best to do in it." Eventually the matter was settled by Sir Jacob's allowing the mayor and corporation to dispose of the stones on the payment of 2d. a load as an acknowledgement to the Lord.

One final detail which serves to complete this account of an early eighteenth-century estate concerns the Folkestone post office. The removal of the postmastership from his tenant at the White Hart was a distinct injury to Sir Jacob's seignorial pride. He told Barton: "I think I must move in it, for it bears the face of intending a Slight or Neglect towards me & my Tenants, and I desire you to acquaint me who it is thought is the Person that promoted this alteration, without the least intimation of it to me." Having failed to get a postal official to call on him, Sir Jacob went himself to the General Post Office and, as he told Barton: "was surprized to hear

there, with what saucyness William Everenden [the former Folkestone postmaster at the White Hart] had wrote to them to remove our Post Office from him, and in the end, that he work'd himself up to write that if they did not do it, the next time the Bagg came to him, he would throw it into the Street (very ill surely) so they got Jenking Hague of Folkestone to take it upon him, & that it is now fixed there. Everenden never wrote to me one Word at all about this Matter, neither did you before the 19th of last Month, when you mentioned the Office was removed into Fisheman Street, that made it too late to apply much in it, and looks as if both had an Indifferency about it, and now upon the base Behaviour of Everenden as abovesaid that occasioned its removal, I will not hereafter do it, unless he first gets it under Hagues hand, that in general he is willing to resign the Office, and that he the said Everenden comes up to Town to make Personally his Submission to the Post Master General, or that he doth it by way of Petition. . . ." Subsequently, Sir Jacob suggested that the magistracy and principal inhabitants of Folkestone should send a petition to the Postmaster General requesting the return of the post office to the White Hart so that he would then "have a handle to apply again." However, no petition was forthcoming, and Sir Jacob unwillingly admitted defeat, commenting irascibly: "After all the concern you expressed for yourself and Others inhabiting the upper end of our Town upon the General Post being removed into Fisherman Street, I observe you now say, you all acquiesce therein, so shall think no more of it." None the less, he subsequently took the opportunity of pointing out that letters were arriving in London a day late as the new postmaster was not sending "the Bagg away at the time it used to be."