

The Development of the Lease and its Role in Agricultural Improvement in East Anglia, 1660–1870

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Abstract

Historians have long debated the role of the lease in agricultural change during the eighteenth and nineteenth centuries. This paper examines the development of the lease in East Anglia, and argues that it was probably not a crucial factor in the improvement of farming in the 'agricultural revolution' period. Husbandry prescriptions did not have a major role in encouraging the adoption of improved methods, and terms and conditions tell us as much about the changing relationship between landlord and tenant as they do about the development of farming practice.

THE ROLE of the lease in stimulating and directing agricultural change in the eighteenth and nineteenth centuries has long excited comment. The discussions between modern historians have been very much along the lines of those among land agents and improvers two centuries ago. How much control over and effect upon farming methods could really be exercised by the lease? Did legal contracts really give tenants more security than less formal arrangements? How important was the lease in promoting new methods? Following on from these questions: how important was the landlord in influencing the pattern, and pace, of agricultural change; and how reliable are the terms of lease agreements as a guide to contemporary farming practices? Recent research in East Anglia has involved the systematic study of a wide variety of leases from the seventeenth century onwards, across a broad spectrum of estates. This paper attempts to throw light on some of these questions using this material.

Leases could be used to promote 'improved' farming in three principal ways. Firstly, they could – unlike yearly tenancies at will – provide the farmer with a measure of long- or medium-term security, and thus give him an incentive to invest in

improvements the benefits of which might only be fully realized in the medium or long term. Secondly, they could be used to frame co-operative ventures of land reclamation and improvement. The eighteenth century saw a substantial expansion of arable land in East Anglia – the conversion of heaths on the lighter land, and of ancient pastures and wood-pastures on the clays, to arable. Lease agreements provided a way in which the capital and effort of landlord and tenant could be combined in the arduous work of drainage, clearance, or marling that such schemes involved. As William Kent put it in 1796, 'Without leases no marling to any extent would have been undertaken, nor so much ground brought into cultivation by one-third as there now is'.¹ Thirdly, leases could formally stipulate practices which were beneficial to the farm, by – for example – laying down a particular course of husbandry which the tenant was to follow. It is this latter aspect of the lease which has perhaps received most attention from modern historians, especially those investigating the improving activities of great East Anglian estates like Raynham or Holkham.

¹ W Kent, *General View of the Agriculture of the County of Norfolk*, 1796, p 123.

The significance of leases in the development of 'improved' agriculture was emphasized by Arthur Young in 1771, when he included the long lease in his list of factors which made up the 'Norfolk system' of farming. In 1804 he went so far as to assert that the 'great improvements in Norfolk husbandry were the result of the 21 year lease'.² Kent was equally enthusiastic: 'Leases are the first, the greatest and most rational encouragement that can be given to agriculture admits not of a doubt ... In this county it is rather the fashion to grant leases, which in great measure accounts for the improvements that have taken place in it'.³ Among modern historians, however, there has been rather less unanimity on the importance of the lease. While Habbakuk in 1953 listed the lease and its covenants as one of the main ways in which landlords could influence farming on their estates, albeit within certain limits,⁴ others have been more sceptical, suggesting that leases were merely a 'loose framework' within which the landlord and tenant could work, and that even where long leases were not usual, there was in practice effective security of tenure.⁵ Most landlords disliked frequent changes of tenants and would do all they could to prevent 'removals'. In a system in which landlords required good tenants just as farmers required good landlords, annual tenancies could be just as secure.⁶ In the case of eighteenth-century Nottinghamshire it has been suggested that leasehold tenants were not characterized by any greater propensity to improve than those with annual tenancies.⁷

Nevertheless, those who have studied the early development of leases on the two almost legendary estates of Raynham and Holkham, on the light soils of north-west Norfolk, have suggested an important role for them. James Rosenheim, in his analysis of the leases issued by Lord Charles 'Turnip' Townshend of Raynham, saw 'lease-based control over tenant practices' as 'an essential element of Townshend's successful managerial regime [which] begins to explain his reputation as an innovative agriculturalist'.⁸ Townshend's 'reliance on leases to bring tenants to his view of husbandry was indeed a far-sighted innovative and effective strategy'.⁹ Parker, similarly, writing of the activities of Thomas Coke at Holkham, emphasized the precocity of lease agreements on that estate in the early decades of the eighteenth century. Here detailed husbandry clauses appear from the 1730s (one for Massingham in 1732, and another for Longlands Farm in Holkham for the following year, stipulating the use of turnips in the rotation).¹⁰ In Parker's words, 'The terms of leases are of great importance. They provide evidence of the standards of cultivation the landlord was setting for his tenants. The progress and technical changes in the clauses dictating how the land was to be used are evidence for the progress of farming'.¹¹

I

One problem with these kinds of assertion is that they are made in the absence of comparative studies of other East Anglian estates, especially those of the local gentry. In fact, although relatively few early leases have survived, such evidence as there is suggests that neither Holkham nor Raynham were especially innovative in

² A Young, *The Farmer's Tour Through the East of England* 2, 1771, p 150, *idem*, *General View of the Agriculture of the County of Norfolk*, 1804, p 47.

³ Kent, *General View*, p 123.

⁴ H J Habbakuk, 'Economic functions of English landowners in the seventeenth and eighteenth centuries', *Explor Entrepren Hist*, 6, 1953, pp 92-102.

⁵ C Clay, 'Landlords and estate management in England', in J Thirsk, ed, *The Agrarian History of England and Wales*, V, part 2, 1985, p 228.

⁶ J V Beckett, 'Landownership and estate management', in G E Mingay, ed, *The Agrarian History of England and Wales* VI, 1989, p 615.

⁷ *Ibid*, p 614.

⁸ J M Rosenheim, *The Townshends of Raynham*, 1989, p 151.

⁹ *Ibid*, p 154.

¹⁰ Holkham Hall Archives, Massingham 236, bundle 10; Holkham deeds, 1072, bundle 23.

¹¹ R A C Parker, *Coke of Norfolk*, 1975, p 54.

their use of the lease; and that both, in fact, were more or less in line with general practice on the better-run East Anglian estates.

Leases were already favoured by many landowners by the late seventeenth century. As early as 1694 the agent for an estate at Horsford in the heathlands to the north of Norwich informed the absentee landlord that he intended letting all the estate by lease, 'for as long as they are tenants at will there will be no care taken to improve the estate'.¹² Some examples of leases survive from as early as the sixteenth century, such as the six-year lease for the demesne of Sapiston Grange in the Suffolk Breckland, granted in 1567, which stated that the farmer promised to leave the land in question fallow every third year.¹³ Such rather vague husbandry prescriptions were typical of the period before the later seventeenth century: indeed, many leases made no husbandry prescriptions at all. One of 1628 from the parish of Nacton on the edge of the Suffolk Sandlings, for example, simply required the tenant to maintain hedges and keep buildings in repair;¹⁴ another from the same estate, granted 30 years later, merely required the tenant not to plough up pasture or sell manure.¹⁵ Similarly, two leases from the 1690s for farms in Carlton and in Great and Little Thurlow (Suffolk), only contain the stipulation that the land should not be third cropped, but should lie fallow after two crops.¹⁶ A three-year lease granted in 1684 for a farm in the parish of Barrow, on the Ickworth estate in the Suffolk Breckland, and a similar one for 1694 for another farm in this parish, similarly restricted the farmer to growing two cereal crops in succession, to be followed by fallow, and includes no other prescriptions.¹⁷ Roughly contemporary

leases from the Le Strange estate on the light soils of north west Norfolk – 19 in all, spanning the years from 1680 to 1699 – are just as general, although mostly granted for rather longer periods than those just discussed – two were for terms of no less than 21 years.¹⁸

On many estates vague or limited prescriptions continued to appear in leases well into the eighteenth century. One of 1727, for a farm in Thorndon in the north Suffolk claylands, for example, simply stated that the tenant 'will in every third year summertill the same according to the course of good husbandry in that country'; and similarly in Little Thurlow in 1703 there was to be no third cropping (even as late as 1759 a lease here simply stated 'not more than two crops without summerlay').¹⁹ It is possible that in many of these cases – particularly those relating to farms in Breckland and north-west Norfolk – husbandry details *had* to be vague, because of the particular character of the open-field systems which were still in operation in these regions. Although these were less rigidly organized than most Midland field systems, they were still subject to a degree of communal regulation, and detailed cropping prescriptions would often have been difficult or impossible to follow.

This may explain why, by the end of the seventeenth century, leases from other areas of East Anglia, where communal organization even of unenclosed arable had always been weak or non-existent, had begun to make more detailed provisions. Many such agreements come from the heathlands of north-east Norfolk, an area of innovative farming even in the Middle Ages²⁰ and the district which William Marshall saw as the cradle of improved husbandry. Thus the single surviving seven-

¹² Essex Record Office [ERO], D/DL/C4/1.

¹³ East Suffolk Record Office [ESRO], HD535/907/1.

¹⁴ ESRO HA93/3/43.

¹⁵ ESRO HA93/3/42.

¹⁶ ESRO HA540/2/47 and 49.

¹⁷ ESRO HA507/3/583 and 584.

¹⁸ Norfolk Record Office [NRO], Le Strange KA 12.

¹⁹ ESRO HA540/2/47, 49.

²⁰ B M S Campbell, 'Agricultural progress in medieval England: some evidence from eastern Norfolk', *Econ Hist Rev*, sec ser, 36, 1983, pp 26-46.

teenth-century lease from the Blickling estate – dating from 1666 and concerning a seven-year tenancy of Abbey Farm, a property scattered across the open fields of Horsham St Faith – stipulates that at the end of the term the farm was to be left with 20 acres ‘lying conveniently together’ under turnips, tilled and sown in ‘a husbandlike manner at seasonable times in the year, that is to say about midsummer time’. Fifteen acres was also to be ‘summertilled in the fourthe earth’ (ie, left as fallow that had been ploughed four times).²¹ Other equally early leases from this region contain similar prescriptions, most notably the fine series from Thorpe Market, drawn up by the Rant estate (later absorbed into the Harbord’s Gunton estate).²² All except one of the 12 leases granted before 1700 are for terms of five or seven years; the exception is for 17 years. The earliest, granted in 1662, contains no detailed husbandry clauses. But one of 1665 includes a description of how the farm should be left at the end of the final (fifth) year: 10 acres were to be under pea, buck or vetch stubble, next to be sown with winter corn; and 10 acres were to be pasture of two years lying. The fact that these areas were to be ‘lying as continually together as may be’ reveals, clearly enough, that these husbandry clauses were being enforced in an open-field context. The lease states that all the fodder produced was to be fed to stock on the farm and that the resulting muck was to be spread and not sold, thus ensuring the maintenance of soil fertility. All the muck that was produced in the last year of the lease was to be put on the land destined for winter corn.

There are six Thorpe Market leases from the 1680s, all of which include broadly similar husbandry prescriptions. Turnips are first mentioned in a lease of 1690. Two acres were to be sown in the final year of

the tenancy (compared with the 10 to be left in pea stubble and 10 in pasture lays of one and two year’s growth). In a seven year lease granted in 1709, 10 acres were to be left sown with turnips in the last year, 18 with clover seed, 10 were to be under ‘olland’ (pasture ley) of two years’ lying, 10 under pea stubble to be sown with winter corn, 26 in pasture of three years’ lying, 6 in wheat stubble sown on a new break, and 7 in barley stubble sown after wheat. Thereafter turnips figure regularly in husbandry clauses in leases issued by the estate, in gradually increasing quantities.

The Thorpe Market series is a rare survival, but other scattered evidence shows that leases for fairly long terms of years, and containing fairly detailed husbandry clauses, were by no means unusual in the early years of the eighteenth century. An insistence on turnip cultivation was also a common feature. Thus a lease of 1711, for a farm in Garboldisham on the edge of the Norfolk Breckland, lays down that not more than two crops were to be grown in succession before ‘summerlanding or growing turnips in a husbandlike manner’.²³ Interestingly, a note in a lease for a farm at Felbrigg, in the heathlands of north Norfolk, drawn up in 1723, states that ‘whereas tis said in the old lease that not above 3 crops of corn shall be sown before the land is lay’d down with clover or non-such and that he may sow turnip seed between any of the three crops of corn, now the meaning is that he may have liberty to sow one crop of turnips besides three crops of corn before it is laid down as aforesaid’.²⁴ The earliest surviving lease from the Heydon estate, from 1724, similarly instructed the tenant of Beer House Farm in Cawston ‘not to sow more than three crops whereof one is turnips, before laying down to three years olland’.²⁵

²¹ NRO, Mss 16.023.

²² NRO, uncatalogued collection.

²³ NRO, MC 421/4.

²⁴ NRO, WKC 5/95/3.

²⁵ NRO, BUL 1/310 617X4.

This is the first in a book of leases from the Heydon estate, in the northern heathlands of Norfolk. Whilst all (nine from the 1720s, 23 from the 1730s, and 22 from the 1740s) have much in common, there are individual variations which suggest that some at least were negotiated individually with tenants. Throughout the 30 years from 1720 to 1750, leases for terms of 21 years were a minority, although by no means rare: there are three for the 1720s, two in the 1730s and one in the 1740s. In the 1720s, in fact, the length of the tenancy was rarely stipulated, which presumably means that the lease ran from year to year. By the 1730s seven years was by far the most usual term, generally increasing to 14 years by the 1740s. Like the Thorpe Market leases, those from Heydon include quite detailed prescriptions regarding the management and maintenance of the farm. Typical is a seven-year agreement for a holding in Cawston granted in 1747. At the end of the lease the tenant was to leave '15 acres of olland of two years' lying, 15 acres of olland of one years' lying having been sown with 8lb of clover and a bushell of nonsuch per acre, 10 acres mucked and summertilled on the third earth and sown with turnips at a rate of $1\frac{1}{2}$ pints per acre, and once howed, 10 acres of summerley on olland of 2 years' lying tilled on the third earth, mucked and made ready to sow with winter-corn'. He was not to sow 'above two crops whereof turnips was one' before laying the land down to grass for two years.

Holkham and Raynham did not, therefore, pioneer long leases with detailed husbandry clauses. They were a fairly common tool of estate management in the first half of the eighteenth century, especially in north-east Norfolk, and Rosenheim's statement regarding a particularly detailed Raynham lease of 1717, that 'the lease terms outstrip in precision any known Norfolk leases of this date and show Townshend as already unmistakably in the

vanguard of agricultural improvement', is at best an exaggeration.²⁶

II

All this, however, brings us to a more fundamental question: were leases anyway of much importance in moulding the activities of farmers? While some modern historians have, as we have seen, emphasized their role in promoting innovation, or at least 'best practice', in agriculture, others have been more sceptical. Even Habbakuk acknowledged that in practice their influence could be very limited: leases 'prohibited objectionable behaviour rather than enjoined behaviour thought to be beneficial'. This rather cautious approach has been echoed by Christopher Clay, who sees leases as largely enforcing local conventions. The East Anglian evidence studied here offers considerable support for such a cautious view. In particular, it clearly demonstrates that where leases fail to mention 'improved' practices, this is absolutely no indication that they had not already been adopted by farmers in the vicinity.

There is at present some debate about the chronology of the adoption of the 'new rotations' in East Anglia. Mark Overton has suggested, as the result of his detailed study of probate inventories, that in the period from 1660 to 1739 only c 3 per cent of the cropped acreage of Norfolk was devoted to clover, and only c 8 per cent to turnips.²⁷ Moreover, even when present in the fields in the period before c 1750, the new crops were not being combined in the ways most beneficial to fertility: 'In the early eighteenth century few farmers seem to have been employing anything resembling a fully-fledged Norfolk four-course'. This is not the place

²⁶ Rosenheim, *Townshends of Raynham*, p 152.

²⁷ M Overton, 'The determinants of crop yields in early modern England', in B M S Campbell and M Overton, eds, *Land, Labour and Livestock: Historical Studies in European Agricultural Productivity*, Manchester, 1991, p 312.

to discuss this issue in detail: suffice to say that an analysis of tithe accounts, estate accounts and correspondence strongly suggests that these *average* figures obscure a good deal of local variation, and that in many areas of Norfolk and Suffolk turnips and clover were well established, normal features of agricultural practice long before 1750. It is true that these crops were often combined in ways rather different from those of the conventional four-course, as some of the lease terms presented above indicate: but many of these 'irregular' improved rotations were probably well-adapted to the particular needs of local farmers, involving for example the taking of two successive grain crops on heavy or fertile land. What is important in the present context, however, is the extent to which the adoption of new practices was directed, to any significant extent, by landlords.

Shotesham, in the claylands of south Norfolk, provides a good case study. The parish has a fine series of early and mid-eighteenth-century leases for the Fellowes estate; and also detailed tithe accounts for the 1720s, 1730s and 1740s, which detail the crops grown in every piece of land in the parish.²⁸ At the start of the latter series the proportion of turnips being grown in the parish varied from farm to farm, but the average was already fairly high, at around 12 per cent of the total cropped acreage. Nonsuch and clover accounted for over 18 per cent of the cropped area. Bare fallows were already rare: only c 8 per cent of the acreage was under year-long fallow at any one time. During the 1730s and 1740s there was a steady reduction in the proportion of year-long fallows or 'summerleys': by the late 1740s these accounted for no more than c 4 per cent of the arable acreage. At the same time there was a significant rise in the acreage under turnips, from c 12 per

cent to c 16 per cent of the cropped area. Clover declined slightly from c 18 to 15 per cent of total cropped area. It is true that even at this stage many Shotesham farmers were still employing rather irregular rotations. Nevertheless, by the late 1740s a more or less standard version of one of the 'improved' rotations could be found in around half the fields of the parish.²⁹

We would get a very different impression of local farming if we relied solely on the evidence of leases. Those granted for farms in the parish in the 1730s and 1740s simply stipulate that not more than two crops of grain were to be grown before summerleying, and the cultivation of turnips is nowhere explicitly stipulated. It was not, in fact, until the late 1740s that the Shotesham leases begin to insist on the inclusion of turnips in the course of cropping, when two leases, one of 1747 and one of 1749, required that 12 and 20 acres of the crop should be left at the end of the tenancy on the respective farms.³⁰

Some particular examples perhaps serve to amplify the point. Henry Moor of Shotesham Hall Farm was given a 14-year lease in 1733. This stipulated that no more than two cereal crops were to be grown in succession, after which the land was to be fallowed.³¹ The tithe books, however, show that turnips were a major crop on the farm; that bare fallows were gradually eradicated during the course of the tenancy; and that by the end of the lease most of the arable land of the farm was cultivated under the improved five-shift system. Similarly, Whitwood Farm was bought by William Fellowes, owner of the Shotesham estate, in 1733 and a nine-year lease was granted to R. Pooley.³² The tithe books show that he was already the tenant here. The lease stated that not more than two cereal crops should be grown in succession

²⁸ NRO, FEL 382-430; FEL 480 553X.

²⁹ NRO, FEL 480.

³⁰ NRO, FEL 406, 408.

³¹ NRO, FEL 394.

³² NRO, FEL 400.

and that a summerley should follow the barley course. In fact, Pooley simply continued what had been his practice over the previous years: following erratic 'improved' rotations which seldom included fallows, but frequently featured turnips. The terms of the lease, in other words, simply made no difference to his farming.

Husbandry prescriptions thus provide a poor guide to the development of farming methods: and landlords did not necessarily set the pace of agrarian change by insisting on innovative practices in their leases. But leases can mislead in another way. Even where landlords were trying to improve the character of their tenants' husbandry, their prescriptions might simply be ignored, either because the farmers had a more practical knowledge of local conditions, or because they were attempting to wrest more out of the ground at the expense of longer-term soil fertility. As the Raynbirds emphasized in 1849, on the Suffolk clays in the 1840s few farmed 'strictly according to covenants, except by not sowing two white corn crops following; in fact it is impossible. Seasons will not always admit of ploughing a certain number of times at certain intervals'.³³ On the Earsham estate on the claylands of south Norfolk a field book showing the crops grown on the Earsham and Denton farms between 1773 and 1778³⁴ can be compared with the terms of a lease for Hill Farm, Earsham granted in 1773.³⁵ The latter stated that not more than one crop of grain should be grown without laying to clover, and that the clover should remain for at least 18 months. However, the field book shows that two and in some cases three consecutive grain crops were grown, and that clover frequently remained in the fields for only one year. Presumably these deviations from the tenancy agreement were made with the knowledge of the landlord, who perhaps

cared less than modern historians about the precise course of husbandry adopted. Indeed, some contraventions to prescriptions might be to his advantage: the Earsham home farm accounts for the 1780s and 1790s show the owner buying fields of turnips from his tenants, in spite of the fact that the selling of fodder crops off the farm was expressly forbidden in the estate leases.³⁶

Landlords certainly made sporadic attempts to monitor the adherence of tenants to the terms of their leases. On the Saumarez estate in east Suffolk a cropping book for the parish of Henley was begun in 1769 specifically 'to know if your tenants use the land according to the covenants in their leases and take no more than 2 crops before they summerlay the same or sow with clover or turnips which is not esteemed a crop'.³⁷ But how common such attempts were, and how successful, is unclear. It is evident that even tenants of the exemplary Holkham estate did not always keep to the terms of their leases. The journal kept by John Leeds of Billingford, in the claylands of central Norfolk, in the 1820s shows that contrary to the terms of his lease two crops of grain were often grown in succession in the fields of his farm.³⁸ There is no indication that the Holkham agent ever checked what was being grown and it appears that, perhaps because Billingford was so far from the estate centre, Leeds felt safe to do more or less what he liked.³⁹

The evidence from East Anglia is thus fairly unequivocal regarding the significance of the lease as a tool for propagating new forms of cropping. Firstly, the granting of leases with detailed husbandry clauses, and for a moderate number of years, was by no means unique to the famous

³³ W and H Raynbird, *The Agriculture of Suffolk*, 1849, p. 127.

³⁴ NRO, MEA 3/537.

³⁵ NRO, MEA 3/518.

³⁶ NRO, MEA 3/13.

³⁷ ESRO, HA93/3/53.

³⁸ NRO, Adcock Accn 27.6.74; Holkham Hall Archives, Holkham Ms MM96727/1, letter book 1816.

³⁹ NRO, MS 34018.

Holkham and Raynham estates in the first half of the eighteenth century. Instead it appears to have been common practice and the pioneering role of these estates must, in this respect at least, be discounted. Secondly, where 'improved' practices were demanded in leases there is no guarantee that they were being followed by the tenants: and, more importantly, where they were *not* demanded this does not mean that they were not being practised anyway by local farmers. The lease, in other words, was not primarily a tool by which 'improved' practices were imposed by enlightened aristocrats on an unwilling peasantry.

III

Leases could also be used to promote practices, such as regular marling, which served to improve the quality of the soil. Yet here, too, it is clear that they can be a poor guide to the actual development of farming practice. It is important in this context to distinguish between two kinds of marling: the routine application of an alkaline subsoil to neutralize acidity and thus improve yields on existing arable land, on the one hand; and the application of such a subsoil to land being reclaimed from acid heathland, on the other. Marling of both kinds had been known for centuries in areas of light acid land, especially in north-west Norfolk, Breckland and the north Norfolk heathlands. A grant of 1276, for example, refers to a 'Marlepit' at Saxthorpe in north Norfolk; marling is mentioned in a number of fourteenth-century documents relating to the Breckland; and marl pits are referred to on a number of occasions in thirteenth and fourteenth-century documents in the Holkham cartulary.⁴⁰ The impression given by medieval and early post-medieval refer-

ences, however, is that marling was then a sporadic and occasional practice. It is only in the late seventeenth and early eighteenth centuries that very large applications begin to appear in estate leases and accounts. Some of the most striking evidence come from north-west Norfolk, and especially from the Holkham estate. In the period 1710-15 John Carr, fulfilling the terms of his tenancy, marled 240 acres of his farm in Massingham: he was allowed 8s an acre in return by the estate, thus receiving a total of £96.⁴¹ William Kent of Weasenham was allowed £70 in 1748 for carrying 5856 loads of marl; and in the same year John Elliott, of Branthill Farm in Holkham, was allowed £30 for 2000 loads.⁴² Raynham estate accounts and leases tell a similar story. In 1714 alone, in East and West Rudham, 3700 loads of marl were spread. In 1717 John Money leased Grange Farm in West Rudham for 21 years: a farm of 460 acres, of which 90 acres were arable outfields or 'breaks'. Of the latter, 30 acres were designated for annual cultivation. Money was to marl 20 acres of these at his own expense with 60 loads per acre, and receive rent reductions for marling the other 10.⁴³

There is no evidence, however, that these famous estates on the light soils of north-west Norfolk were *really* taking the lead in this practice. Equally early, or even earlier, references to marling on this scale come from the heathlands of north Norfolk. Thorpe Market leases refer to marl as early as 1682, when John Noble was allowed to take 'as much as he think fit' from pits on the estate. Another Thorpe Market lease, of 1690, stipulated the application of 50 loads of marl on every acre, 'the landlord paying or allowing for the said digging, loading and spreading of the said marl'. In 1701 W Challis was allowed 30s for every 100 loads of marl put on the

⁴⁰ H Prince, 'The origin of pits and depressions in Norfolk', *Geog* 49, 1964, pp 15-32; W Hassal and J Beauroy, *Lordship and Landscape in Norfolk 1250-1350*, 1993, pp 186, 210, 534, 541, 564-5, 582.

⁴¹ Holkham Hall Archives, A/B, 1711-1748.

⁴² Holkham Hall Archives, A/B, 1727, 1748.

⁴³ Rosenheim, *Townshends of Raynham*, pp 151-2.

land. Marl continued to feature in leases of 1705 (for a farm in Southrepps where 200 cart loads were to be spread on an unknown acreage) and 1709 (Thorpe Market, Roughton, and Gunton; the tenant to be allowed 30s per 100 loads for 600 loads used on the premises).⁴⁴ Yet it is important to emphasize that marling is not normally referred to in early and mid-eighteenth-century leases. Indeed, only a small minority make any allusion to the practice. Moreover, where marling is mentioned, it is almost invariably in the context of the breaking in of new land – the reclamation of acid sheepwalks and heaths, which could not be successfully cultivated with massive doses of lime – and it generally involved the landlord paying, or subsidizing, the tenant for his efforts. Marling as a regular or routine treatment of existing arable land does not usually figure as a stipulation in leases in this period. Once again, however, this does not mean that the practice was not being widely employed. To judge from the available evidence, marling grew steadily in importance in the middle decades of the eighteenth century. An anonymous correspondent to the *Gentleman's Magazine* in 1752, for example, argued that while marling *per se* was a centuries-old practice in East Anglia, it had recently increased greatly in scale. Formerly (he asserted) it had been customary to apply marl to only 2 or 3 acres at a time. The more extensive applications about which he was writing were a development, in essence, of the previous few decades.⁴⁵ Nineteenth-century commentators similarly believed that large-scale marling was widespread by the middle decades of the eighteenth century. Richard Bacon, for example, described the transformation in yields which had been effected on a Watton farm, on the edge of the Norfolk Breckland, in

the 1730s and 1740s through assiduous applications to existing arable land (6378 loads between 1732 and 1742).⁴⁶ Cartographic evidence certainly suggests that the incidence of 'routine' marling increased markedly in the eighteenth century. On Lodge Farm, Castle Acre, for example, a map of 1715 shows only one marl pit, 'No Mans Pit', situated among the open field strips of West Field. A map surveyed c1840 shows no less than seven 'old pits' and 16 'new pits' within what was now enclosed land.⁴⁷

On most East Anglian estates, however, the status of marling appears to have changed significantly in the years around 1800. Routine marling of arable land ceased to be a matter left to the discretion of the tenant: instead it often became an obligation, a condition of a tenancy. The surviving leases for the Heydon estate, in the heathlands of north Norfolk, show this transformation well.⁴⁸ Marling is referred to as early as 1724, in a lease for a farm at Thurning, by which the tenant undertook to marl 30 acres of land at the rate of 40 loads an acre. The work was carried out at the landlord's rather than the tenant's cost – he agreed to pay 15s per 100 loads. This, and the small acreage involved, suggests a limited land-improvement scheme. The same is true of the next reference, in a lease of 1729, by the terms of which J Dewing agreed to lay 600 loads of marl on two closes; and the next, in 1748, when marling was stipulated in a lease for a farm in Heydon parish, but only as a condition for the breaking up of outfield 'breaks' and heaths. A lease for a Cawston farm drawn up in the same year has an identical clause, while another, also of 1748, for a farm in Oulton, stipulated that the tenant was to marl that part of the enclosed and breaklands 'as has not already been marled', laying 40 loads on every acre: terms

⁴⁴ NRO, uncatalogued collection.

⁴⁵ *Gentleman's Magazine*, XII, 1752, p. 502.

⁴⁶ R. N. Bacon, *The Agriculture of Norfolk*, 1844, pp. 267–76.

⁴⁷ Prince, 'Origins', p. 22; Bacon, *Agriculture of Norfolk*, pp. 267–8.

⁴⁸ NRO, BUL 11/310.

repeated in another Oulton lease issued 10 years later. In both cases, the implication is that the land was in the process of being reclaimed. Once again, however, we need to emphasize that the close association between marling and reclamation does not mean that marling as a more routine activity was not part of local farming practice. Thus another 1758 lease, for two farms in Cawston, contains a clause allowing the tenant to take marl from estate pits in Heydon and Cawston *for his own use*.

Unfortunately, after 1761 there is a gap in the sequence of surviving Heydon leases, until 1789: after this there are leases for 1802, 1803, and 1804. The first of these, for a farm in Corpusty, stipulated that the tenant should marl every field on the farm in the first 12 years of the lease, at 25 loads an acre. The 1803 lease (for Cawston) required that 35 acres were to be treated every year, with 20 cartloads per acre; while the 1804 lease (again for Cawston) stipulated 40 acres were to be marled each year, with 10 loads per acre. What had once been general practice – but left to the tenant's discretion – was now being demanded as part of the terms of a tenancy agreement.

This significant shift in emphasis is apparent elsewhere. Thus on the Kings Lynn Borough's Snettisham estate, on the light lands of north-west Norfolk, two eighteenth-century leases for Red Barn Farm (one undated, one of 1786) make no reference to marling. By 1803, however, an estate survey noted of the property: 'at the rent Bunn engaged the farm he ought to have covenanted to have carried at least 40 loads of marl and clay which are on the premises per acre on the whole land'. Accordingly, when a new lease was issued by the corporation in 1807 it stipulated that 250 acres were to be 'clayed' within seven years with at least 50 cartloads per acre.⁴⁹

The story of that other key form of soil improvement in East Anglia's 'agricultural revolution' – the underdrainage of heavy land – is in some ways similar. Leases seldom mention the practice in the eighteenth century, and when they do so it is usually when pasture land was being broken up for arable. (In these circumstances, as when newly reclaimed heathland was being marled, the landlord agreed to carry at least some of the cost.) Other sources, however, such as farming journals, show that the use of bush drains to improve existing arable land spread slowly but steadily on the East Anglian claylands in the second half of the eighteenth century,⁵⁰ and Glyde in 1856 estimated that wheat yields had risen from 24 to 32 bushels per acres between 1770 and 1850 on the Suffolk clays because of the widespread adoption of the practice.⁵¹ To begin with, such drainage of existing arable was carried out at the cost and instigation of the tenant. But – in a way that parallels the story of marling – leases began to demand the practice, albeit sporadically, during the buoyant years of the Napoleonic Wars. In 1811, for example, Thomas Carter agreed, as a condition of a lease signed for a farm near Stowmarket, to 'underdrain not less than seven or ten acres of land in each year the draining to be paid for by him the said Thomas Carter'.⁵² Where long runs of leases survive, the chronology of this change of emphasis is clear. In the case of the Fellowes estate leases, for example, a generalized draining clause first appears in a lease for a Shotesham farm of 1804, by which the tenant agreed to put in 300 rods of underdraining each year for the first 10 years of the tenancy.⁵³ Yet there is one significant difference between marling and draining: the latter was an improvement which usu-

⁴⁹ S Wade Martins and T Williamson, eds, *The Farming Journal of Randall Burroughes*, Norwich, 1995, pp 26–29.

⁵⁰ J Glyde, *Suffolk in the Nineteenth Century*, 1856, p 339.

⁵¹ J Thirsk and J Imlay, eds, *Suffolk Farming in the Nineteenth Century*, Ipswich, 1958, p 40.

⁵² NRO, FEL 417.

⁴⁹ NRO, Af 234; 220; 206.

ally lasted only for the duration of the lease (most bush drains would be effective for only 10 to 15 years). As Caird reported in the 1850s, 'At the beginning of a new lease the land is gone over again ... Draining is looked upon as a matter of regular occurrence once every 14 or 15 years'.⁵⁴ Landlords therefore had less interest in this improvement, and even in the Napoleonic War period only a relatively small proportion of clayland leases make any mention of this crucial improvement.

In the decades either side of 1800 leases thus began to make prescriptions regarding aspects of husbandry about which they had earlier remained silent. In this context, it is noteworthy that around the same time there were changes in the character of cropping prescriptions. On estates where 'improved' rotations had not formerly been stipulated, they were now almost universally demanded; and it was the four-course, rather than other kinds of turnip-based rotation, which was usually insisted upon. Husbandry prescriptions thus became increasingly standardized, and simplified: and even where the *terms* did not significantly change, their *expression* generally did. On the Earsham estate in the south Norfolk claylands, for example, the leases for the 1760s and 1770s were often very detailed:⁵⁵ typical is an example of 1760 which stated that the tenant was to 'lay down to summerlay in a husbandlike manner with clover upon the first crop after a good summertilth and turnips well-mucked and continue the same laid down by the space of 18 months at least before the breaking up the same again ... it is declared and agreed that peas set on clover stubble sown next after a good summertilth and turnips well mucked shall not be deemed a crop as to hinder the taking of one crop of corn in succession after the same'.⁵⁶ From 1788, however, such leases were replaced by ones which

stipulated a similar four-course shift, but in much simpler terms. A quarter of the arable was to be in clover, and a quarter in summertilth followed by turnips. Only one crop of cereals was to be grown before a break crop, and the clover was to stand for a year to 18 months before being ploughed (peas and beans – especially suited to such heavy land – were not to be counted as a corn crop in the rotation). From 1811, Earsham leases simply stated that the arable was either to be worked in four shifts (corn or pulses; turnips; summer corn; and clover lay); or else the tenant was to take two crops of corn or pulse and then fallow (again a reflection of the particularly tenacious soils found on parts of this estate).⁵⁷

The trend towards greater standardization, and greater simplicity, while not universal, is evident on most of the larger estates and was epitomized by the 'model' leases produced by William Marshall and Nathaniel Kent. In 1787 William Marshall published what he claimed to be 'a pretty faithful outline of the modern Norfolk lease',⁵⁸ presumably based on his direct experience as agent of the Gunton estate, whilst also drawing on information from elsewhere. As well as keeping the hedges, gates and buildings in repair, refraining from breaking up meadows and lopping timber, the tenant was not to take more than two crops of corn without a whole year's fallow, a crop of turnips twice hoed or a two-year lay. All the straw, hay, etc., was to be consumed on the farm and the dung was to be spread on the fields. The number of acres of turnips, and of 'olland' of one and two years, to be left at the end of the lease was also stipulated. Nathaniel Kent's lease – which his firm, Kent, Claridge and Co had provided for Thomas William Coke and no doubt other clients – was quoted by him in 1796. A six-course shift was laid down 'of which one shift

⁵⁴ J Caird, *English Agriculture in 1851*, 1852, pp 152-3.

⁵⁵ NRO, MEA 3/515-527, 668 X 7.

⁵⁶ NRO, MEA 3/515.

⁵⁷ NRO, MEA 3/538.

⁵⁸ W Marshall, *The Rural Economy of Norfolk*, 2, 1787, pp 71-80.

shall be turnips or vetches fed off with sheep, two other shifts in grass seeds (which shall not be broken up till the same have lain two years) one other shift in wheat and the remaining two shifts in lent grain'.⁵⁹ These trends were taken further by the Holkham agent, Francis Blaikie, after 1816 with the development of the famous 'Holkham lease'. Several different, but nevertheless standardized, shifts were devised to suit the variety of soils on the estate. These included a four, five or six course shift, longer periods of lay being required on poorer soils.⁶⁰

The range of alternatives proposed by Blaikie was unusual, however. By the early nineteenth century husbandry covenants in leases generally laid down a simple four-course rotation. On many estates a printed form was devised. Typical was that used on the Langley estate in the 1820s which stipulated a rigid clayland version of the standard Norfolk four-course. A quarter of the land was to be 'well-wrought summer tilth on which shall be taken no other crop but turnips, beet, cabbages, parsnips or carrots'; a quarter was to be under barley or oats after summertilth; a quarter sown with clover; and a quarter with wheat after layer.⁶¹

There were thus a number of significant changes in the form of East Anglian leases in the late eighteenth and early nineteenth centuries, but we should be wary of interpreting them as a direct reflection of developments in farming practice. Routine drainage and marling were both widely practised in East Anglia by the early nineteenth century, and the increased attention paid to such matters in leases in the years around 1800 cannot simply reflect landowners' efforts to foster 'improvements' on apathetic tenants. Nor can an increased insistence on simple and standardized forms of cropping be easily explained in such

terms: rotations featuring regular courses of clover and turnips had been employed in most parts of the region for many decades. In part, no doubt, these developments were part and parcel of a more general tendency towards bureaucratization in British society, a symptom of the development of an increasingly professional group of land agents. More importantly, however, they must be seen as a consequence of the changing balance of power between the two principal groups within agriculture. In the early and middle decades of the century East Anglian landlords had found it relatively difficult to attract tenants of ability and capital, especially to farms on the less fertile soils. In such a situation the prescriptions contained in leases were bound to be limited in scope and often variable in character, the result of individual negotiations or compliance with local custom. As agricultural prices rose towards the end of the century, however, this situation was gradually reversed. Landowners were now in the commanding position: able to insist on practices thought beneficial to the long-term fertility of the farm, especially the four-course rotation (with its equal balance of cereals and 'restorative' crops) and regular applications of marl.

V

Leases continued to be seen as a valuable instrument of estate management throughout the first decades of the nineteenth century, and the tithe files of the late 1830s remark on a number of occasions on the profound effect they could have on the practice of farming. In Burlingham St Andrew, on the edge of the Norfolk Broads, a parish where ownership was divided between two middle-ranking landlords, farming was based on a four-course system 'to which they are obliged to adhere

⁵⁹ Kent, *General View*, pp 223-5.

⁶⁰ Parker, *Coke of Norfolk*, p 54.

⁶¹ NRO, MF/RO 117/9.

by the covenants of the eight-year leases'.⁶² However, in Mattishall in the claylands of central Norfolk, where ownership was shared between several small landlords, the standard of farming was said to have declined 'arising from the decline of leasing the farms for 14 years and the introduction of a system of tenancy from year to year'.⁶³ Questions 164 to 175 of R N Bacon's 1844 questionnaire, sent to Norfolk farmers, dealt with leases. Most of the 77 farmers who replied were happy with a system of long (14-21 years) leases, and with the standardized restrictions which they generally contained. Individual answers concerning husbandry clauses ranged from 'absolutely necessary' to 'they are of little consequence where men are disposed to act honourably'.⁶⁴ In summarizing his replies, Bacon wrote that farms were 'almost entirely held on lease', mostly for 8, 12 or 21 years, on terms which generally bound the farmer to the four-course system.⁶⁵

Nevertheless, leases were being abandoned in some parts of East Anglia by the 1830s, particularly in those areas where estates were small and where owners were absentees: most notably, in the heavy but fertile claylands of the region. Tenancies-at-will, verbal undertakings which committed a farm for a year but which could be terminated by either party at six months' notice, were increasingly favoured. Indeed, on the Ashburnham estate leases had already been abandoned as early as 1830.⁶⁶ By 1841 the majority of tenants on the Branford estate in Suffolk were holding by yearly tenancies.⁶⁷ The experience of the post-Napoleonic War slump had engendered a degree of caution on the part of many farmers, and there was considerable uncertainty subsequently over the possible

effects of the repeal of the Corn Laws. The Raynbirds in 1849 thought that on the heavier Suffolk soils 'few farmers have leases ... some landlords will not give leases and many farmers will not hire on leases, from the fluctuation of prices and danger of free trade'.⁶⁸

With the development of 'high farming' in the middle decades of the century, moreover, there was increasing opposition to standardized husbandry prescriptions. In particular, the increasing use of oil cake and artificial fertilisers allowed the sacrosanct principles of the four course rotation to be broken, and as early as 1844 one of Bacon's respondents said that he saw no objection to two successive straw crops being taken if the tenants 'were prepared to go to the expense necessary'. The high rates of investment now demanded of farmers, coupled with a certain lack of confidence in the future of farming, began to redress the balance of power between tenants and landlords, and as the former became increasingly assertive in the middle decades of the century opposition also focused on the issue of the tenant's right to compensation for unexhausted improvements. The Select Committee on Agricultural Customs looked into the question of tenant right across England in 1847-8, and included two East Anglian agents amongst its witnesses. Mr R B Harvey, land agent and tenant of the Flixton estate, stated that allowances for unexhausted improvements had been part of the agreements between landlord and tenant there since 1840, and that these were more important to improvement than leases. The agent to the Tollemache's Helmingham estate, in the claylands of central Suffolk, took very much the same view.⁶⁹ Covenants which provided for the outgoing tenant to be compensated by the incoming for unexhausted improvements

⁶² PRO, IR 185815.

⁶³ PRO, IR 186084.

⁶⁴ NRO, MF/RO 10.

⁶⁵ Bacon, *Agriculture of Norfolk*, p 35.

⁶⁶ ESRO HA1, HB4/2.

⁶⁷ ESRO HA61/436/896.

⁶⁸ Raynbirds, *Agriculture of Suffolk*, p 127.

⁶⁹ BPP, 1847-48, VII, *Select Committee on Agriculture Customs*, p 68.

were initially attached to lease agreements, but in the middle decades of the century were increasingly applied to yearly tenancies without leases. With their investment in improvements thus guaranteed, tenants had even less incentive to tie themselves to a farm at a fixed rent for a long period of years.

By 1851, Caird was finding that leases were disliked amongst the tenantry, although he believed that the system of yearly tenure was 'inferior to that of leases with liberal covenants when fairly and judiciously tried'.⁷⁰ Nevertheless, in an article of 1868 surveying farming customs and covenants across Britain, Clement Cadle wrote that most Norfolk and Suffolk farms were still held by lease, and he pointed out, interestingly, that 'Farmers prefer leases in proportion as they are capitalists, ie the more capital a farmer has to invest, the more anxious he is to have security'. He noted, moreover, that most East Anglian leases still contained detailed husbandry provisions: most, indeed, normally stipulated a four-course rotation. This was a practice he considered quite unnecessary, given the recent developments in farming practice: limiting the number of grain crops which could be taken during any five year period would have been sufficient protection of the landlord's interest.⁷¹ Few of the larger East Anglian landowners would probably have agreed. True, on the Holkham estate tenants were being given permission to depart from the terms of their leases and grow more grain, using artificial manures, as early as 1860.⁷² But more typical was the view of the agent at Little and Earl Stonham (Suffolk) in 1851: 'I think no deviation from the four-course should be allowed, but under special

circumstances of high farming and then only by permission and to a small extent'.⁷³

Indeed, the larger estates generally fought a rearguard action, attempting to preserve the established form and content of the lease, well into the 'high farming' period. Charles Lenny's 1864 report on the Earsham estate noted that the 'courses of cropping' followed by the tenants were 'very unequal'; for the proper management of the estate he thought that 'leases with judicious covenants under proper restrictions' were necessary, and he laid down a standard rotation to be followed on all the farms.⁷⁴ The continuing enthusiasm for established forms was explained by the Holkham agent, William Keary, in his 1861 report to the dukes of Norfolk on their south Norfolk estate. 'Under a lease (good tenants having been carefully selected) with fair and liberal covenants, the land is generally improved in value by the combined skill and capital of such men, and at its termination a legitimate opportunity, not considered grievous by the tenant, arises for the landlord to re-let under a fresh lease at an increased rent due to the improved condition of the farm'.⁷⁵

Nevertheless, leases seem to have declined in popularity during the 1850s and 1860s, and even where they continued to be used husbandry clauses gradually became less restrictive. Indeed, in the early 1870s they were abandoned altogether even by the Holkham estate, and tenants were allowed to farm as they wished until the final years of the term, when the land had to be returned to a standard rotation (although if the agent ever thought that a farm was in a bad state, he had the power to reimpose a strict cropping pattern). As the agricultural depression deepened in the 1880s landlords everywhere found it impossible to enforce the terms of leases and many even had to take back responsi-

⁷⁰ Caird, *Agriculture*, p. 509.

⁷¹ C Cadle, 'Farming customs and covenants of England', *JRASE*, 6, sec ser, 1868, pp 144-175.

⁷² S Wade Martins, *A Great Estate at Work*, 1980, p 121.

⁷³ ESRO, HA93/3/676.

⁷⁴ NRO, MEA 3/59.

⁷⁵ NRO, Smiths Gore 21/10/78.22.1.

bility for building repairs. In a time of falling prices tenants were not prepared to commit themselves to a set rent over many years, and by the end of the century annual tenancies were normal on most estates.

VI

On balance, it would seem that the lease was probably not a crucial factor in the East Anglian 'agricultural revolution'. Long leases may have encouraged greater investment on the part of tenants. But husbandry prescriptions did not have a major role in encouraging the adoption of improved methods of farming. Indeed, terms and conditions tell us as much about the changing balance of power between landlord and tenant as they do about the development of farming practice. In the early and middle decades of the eighteenth century, when farms were relatively difficult to let, husbandry clauses generally reflected, at most, 'best practise' in the locality. They did not usually stipulate new techniques, and seem to have accepted the diversity of local husbandry regimes, 'improved' or otherwise, adapted to the specific environmental conditions of the district in question. They might thus, for example, accept the sensible principle of taking two corn crops in succession on the stronger soils. Soil improvement measures – especially marling

– were only mentioned in the context of land improvement schemes, usually subsidized in part by the landlord. In the last decades of the century, however, as competition for farms increased, more standardized husbandry clauses began to appear. Landlords and agents displayed a single-minded obsession with maintaining soil fertility, and the 'non-exhaustive' four course was generally insisted upon, even in contexts to which it was probably not well suited. An over-riding interest in soil fertility is also reflected in an increasing insistence on the regular application of marl to existing arable land, and – to a lesser extent – the implementation of underdrainage schemes. Yet even in this period, leases were not always adhered to, and may provide a poor guide to the actual practice of farming.

The rigidity of the standard lease, particularly as regards courses of cropping, came under increasing attack in the middle decades of the nineteenth century and leases went into decline in many areas. As prices fell from the late 1870s, with the onset of agricultural depression, farmers everywhere ceased to commit themselves to a set rent for a long period. It was once again a tenant's market, and husbandry clauses and long leases had been abandoned on most East Anglian estates by the end of the century.