

PART I.

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REPORTS

FROM

HER MAJESTY'S REPRESENTATIVES

RESPECTING THE

TENURE OF LAND

IN THE SEVERAL

COUNTRIES OF EUROPE:

1869.

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*Presented to both Houses of Parliament by Command of Her Majesty.*  
1870.

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be earnestly called upon to deal effectually with it and with them. That great evil is the lack of capital from which British agriculture suffers. It is no small measure owing to the present land system with its obstructiveness of freedom. The maintenance of agriculture at a maximum of prosperity, must ever be the solicitude of the statesmen of even an industrial country like England. Moreover there are not wanting signs, looming it may be on the far horizon, that two great dangers are menacing England. The one is the disproportionate unlanded or unpropertied class. The statesman who shall pass measures for removing that disproportion will indeed deserve well of his country. The other is a possible decline of manufacturing industry. ••If the possibility should assume the portentous shape of a probability, the statesman who shall pass measures to facilitate and provide for the transfer to agriculture of any capital which may be liberated from manufacture will indeed deserve well of his country. The names of such statesmen, and of him too who shall content the discontented cultivators of Ireland, will be handed down to posterity as household words, and will be passed from generation to generation with, if it be possible, a yet greater renown and yet greater national gratitude, than the renown and gratitude with which the names of Stein and Hardenberg are being passed from generation to generation, as household words of the great Prussian people.

Capital for  
England's agricul-  
ture.

Household words

Having concluded the task which was confided to me, I think it fair to repeat in the body of the Report the obligation under which I am to the many books which I have consulted, and to repeat the avowal that I have freely used the official work of Dr. Meitzen on "The Agricultural Relations of Land in Prussia," from which I have not seldom made abstracts with only moderate abbreviation. I feel it incumbent upon me to record also the gratitude which I feel for the ready and courteous manner in which my personal inquiries have invariably been answered, and for the kind reception with which, during my journeys, I was everywhere honoured.

Thanks to all and  
several.

Neither can I forget that I owe much of the time devoted to this Report to the kindness of my colleagues. I am no Marillac—I cannot find more than twenty-four hours in the day. If, therefore, I could only have devoted all my leisure to the accomplishment of my task, it could not have been, even so imperfectly, accomplished. But I am exceedingly grateful to a colleague that, in consequence of his delaying to avail himself of the leave of absence to which he was entitled, I was enabled to employ in this labour time which would otherwise have been spent in my ordinary duties. Nor can I leave unmentioned the kindness of other colleagues in undertaking from time to time many of my routine duties.

Last of all, the writer begs leave to set forth his thankfulness that the tide of events brought to him the task which has now reached its end. Although that task be, indeed, one of real and virtual smallness, yet it has been one, not only of some labour, but also of much pleasure. Whatever little usefulness it may have for others, it has had much usefulness for himself. It has agreeably broken the almost daily round of blind work—so seldom broken—which is his lot, until a second score, or haply score and ten, of the unlikely three score years and ten of life be thus spent. Each year of less hopeful toil burns in more deeply the searing gospel of passing time that the labourer who bears the heat and burden of the day is not worthy of his tardy penny, but only worthy of these comfortable words of the heathen chorus—

*πόνος πόνῳ πόνον φέρει.*

## APPENDIX A.

### *List of Terms and Definitions.*

*Changing Lands* are portions of land which may or may not have been connected with the land of a close estate, but which are and have long been freely alienable and divisible without reference to any such a close estate. I have been unable to obtain satisfactory information as to their origin, but they seem to have arisen mainly from two causes. The first is the permissive relaxation (to a half or a third of the land) of the universal prohibition to alienate portions of a landed estate. The second is the leasing of ecclesiastical lands by the monasteries and the subsequent lapse of the quit-rents. Such portions of land bear the names of "Wandelacker," "Wandelnde Güter," and "Walzende Grundstücke," in the Province of Saxony, which terms are, in this Report, represented by "changing lands."

*Close Estates* ("Geschlossene Güter") are estates of which the component parts lie compactly together, and are not scattered throughout the surrounding lands of a village or

town. The term seems also to have formerly carried with it the meaning of an estate inherited without divisibility.

*Close Villages* ("Geschlossene Dörfer") are villages or small towns inhabited by landowners, whose lands lie scattered within a well-defined boundary around the village or town. They therefore constitute compact areas of land, containing the straggling portions of numerous estates.

*Emphyteutic* refers to "emphyteusis" or "jus emphyteuseos," which confers a kind of real right to land upon the usufructuary who occupies it, without, however, giving him the absolute ownership. The conditions on which land may be held by the "jus emphyteuticum" may vary much, as may also the conditions on which a building may be held by the corresponding "jus superficarium," but both require a long period of tenure and are compatible with perpetual tenure.

*Free Farms* ("Freihöfe") are agricultural estates held by private individuals independently in districts of which the lands are continually subject to customs of property in common.

*Ground Rent* ("Grundzins, Bodenzins") is the annual rent paid by the usufructuary, his heirs and assigns, for the use of the upper surface to the owner, who retains the title to the substance of the land and the use of all materials under the agricultural surface.

*Hereditary Lease* ("Erbpacht") is usually a contract by which the usufructuary for himself, heirs and assigns, undertakes, in return for the usufruct of the land to pay to the landowner an annual rent in proportion to the returns from the ground. This rent was in money or kind, or in corresponding services. As soon as the rent took the form only of a recognition of the landowner or manorial lord, it became a quit rent.

"Hufe" has not been translated, but the Anglo-Saxon "hyde" seems to be its counterpart. The "Hufe" was originally, like the "Hyde," as much land as sufficed for the maintenance of a peasant cultivator's family. After being the term for various standards of size, it acquired the meaning of the area of land which a man can plough in one day, corresponding to the old English "oxgang." The "Hufe" of modern times varies in the measurement it denotes, according to the ideas of the different parts of North Germany, as to what can be ploughed in a day. The popular idea of its etymology is, that it refers to the hoof ("huf") of the ox, who draws the plough, and therefore means as much land as is marked by the hoof in a day of ploughing. If I mistake not, the Anglo-Saxon "hyde" has passed through a similar series of meanings, and reached at last the meaning involved in the popular etymology that a "hide" of land was as much land as could be inclosed by the strips of the hide of ox.

*Indefeasible Heritages* ("Pflichttheile") are sufficiently explained in the text. I considered indefeasible or obligatory to render most nearly the meaning of "Pflicht" in the compound word above cited.

*Independent Farms* ("Einzelhöfe") are agricultural estates which are isolated from and independently situated with respect to all neighbouring estates. They are, consequently, the reverse of agricultural estates scattered in several portions within the boundary of the lands of an agricultural village. They are also the reverse of an agricultural village in this respect, that the owners of the independent farms have their farm-houses and buildings upon each separate estate. They are, in fact, like farms in England, and are different from the usual Teutonic arrangement of farms aggregated in villages.

*Land Communities* ("Markgenossenschaften") represent the early aggregations of men to whom land was a possession in common. This arbitrary, but it is hoped explanatory, translation of "Markgenossenschaften" was selected lest a literal translation of "Mark" by *March* should mislead, as these "Markgenossenschaften" are associations long anterior to the establishment of the military marches. As to what the "Mark," as the boundary of any given community or association was, there is much interesting information, but it is more of archaeological interest than of agrarian interest, except in so far as it has by the resulting outward arrangement of the land and the resulting rights of common, received recognition in this report.

*Lassitian* ("Lassitische") is an anglicised form of a German word which is a German form of a Latin juristical term. Lands held on Lassitian conditions are the "bona lassica" of the jurists. But Lassitian rights seem to cover a larger area than the juristical "Lassrechte," for in the Law of March 21, 1850, special care was taken to prevent the narrow construction of Jurists from restricting the application of section 74 to the latter alone. The Lassitian peasants had relations approaching to freedom and receding from serfdom, but they seem to have been under obligation to render certain feudal services. They could not give up or alienate their farms without the knowledge and consent of the lord of the manor, but they seem to have had freedom of contract and power to inherit by will or *ab intestato*. In many parts of the kingdom these Lassitian conditions amounted to no

more than tenure on quit-rents. The Lassitian relations were also held to exist in cases of leasing, where, unless a covenant to give up possession on demand to the lord could be proved, the occupier was maintained in possession. In those cases the rent became a quit-rent and eventually lapsed.

*Lord of the Manor* ("Gutsherr, Grundherr") is not always the equivalent of the German words, but landlord was excluded by the fact that, in this report, the relations of landlord and tenant in the modern sense were also to be treated. The term of lord of the manor means in this report, he who has the lordship over certain landed properties, such as peasants' estates, and also he who has the title to, or rather the "dominium directum" of, an emphyteutic estate. It therefore includes the lordship of manors.

*Natural Heirs* ("Notherben") is an explanatory translation of the German, which it is thought conveys the meaning better than would a literal translation of "necessary heirs" for the "Notherben" are the natural heirs to the inheritance and also constituted the legal heirs to a part of it.

*Obligatory Heritages* ("Pflichttheile"): *vide* "Indefeasible Heritages."

*Peasant* ("Bauer") is employed rather than yeoman, because the "Bauer" is not necessarily a proprietor, whereas yeoman is properly a proprietor; the term peasant must therefore be considered to include yeomen and statesmen as landed peasants in addition to the unlanded peasants, and to mean one or the other, or both, as may be necessary.

*Privileged Estates* ("Rittergüter") was selected as an explanatory translation, marking the chief existing distinction between such knight's estates and other non-peasant estates.

*Quit-rent* ("Erbzins") is, as in England if I mistake not, the small due annually owing by the occupier in recognition of the proprietorship of the land which has arisen from former commutations of feudal or quasi-feudal rights.

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## APPENDIX B.

### *List of Books specially consulted.*

- "Die Landes-Cultur-Gesetzgebung des Preussischen Staates," by Lette and Rönne, 1854.
- "Die Preussischen Gesetze über Landescultur und landwirthschaftliche Polizei," by J. Grief, 1866.
- "Das Domainen-, Forst-, und Jagd-Wesen des Preussischen Staates," by Ludwig von Rönne, 1854.
- "Das Recht des Familienfideicommisses," by Dr. Williams Lewis, 1868.
- "Vorträge über Lehenrecht," by Dr. Johann Blaschke, 1847.
- "Ueber die Erbfolge, in die neuvorpommerschen und rügenschon Lehngüter," by Dr. August Auschütz, 1864.
- "Theorie und Praxis des heutigen gemeinen preussischen Privatrechts," by Franz Förster, 1867 to 1870.
- "Rechts-Verhältnisse zwischen Verpächtern und Pächtern," by Dr. G. M. Kletke, 1866.
- "Verfügungen in Hypothekensachen," by Paul Wolff, 1862.
- "Die Subhastations-Ordnung," by Paul Wachler, 1869.
- "Allgemeines Landrecht für die Preussischen Staaten," by Schering, 1859.
- "Das deutsche Grundbuch- und Hypothekenwesen," by H. A. Mascher, 1869.
- "Das Preussische Erbrecht," by Dr. C. F. Koch, 1867.
- "Das Institut der Landräthe in Preussen," by Dr. H. A. Mascher, 1868.
- "Zur Erklärung und Abhülfe der heutigen Creditnoth des Grundbesitzes," by Rodbertus Jaquetzow, 1869.
- "Das Staatsbürger-, Niederlassungs-, und Aufenthaltsrecht, sowie die Armengesetzgebung Preussens," by Dr. H. A. Mascher.
- "Staatsverwaltung und Selbstverwaltung," by Dr. Rudolf Gneist.
- "Die fünf französischen Gesetzbücher," by Johann Cramer.
- "Sammlung von Gesetzen und Verordnungen welche in den Königl. Preuss. Rheinprovinz gelten," by Johann Cramer, 1850.
- The same continued to 1862, by Wilhelm Auf'mwasser.
- "Der landwirthschaftliche Real- und Gewerbekredit," by Dr. H. A. Mascher.
- And about thirty various pamphlets and small publications on the questions of land credit, working classes, taxation, associations, &c.

- “Der Ackerbau in dem Landgebiete des Staates ;”  
 “Landwirthschaftliche Skizzen von Rheinpreussen ;”  
 “Beiträge zur Kenntniss der Landwirthschaft ;”  
 “Schilderungen der Baltischen und Westphälischen Landwirthschaft :”—all by  
 Dr. A. Lengerke, 1849 to 1853.  
 “Landwirthschaftliche Mittheilungen aus West- und Ost-Preussen,” by Dr. E. John,  
 1859.  
 “Die Provinz Preussen,” Festgabe in 1864.  
 “Die Ländliche Arbeiterfrage,” by Dr. A. von Lengerke, 1849.  
 “Die Darlehenskassen-Vereine,” by F. W. Raiffeisen, 1866.  
 “Mittheilungen der Kön. Landwirthschaftlichen Akademie Poppelsdorf,” 1868.  
 “Die Landwirthschaftliche Akademie Proskau,” 1869.  
 “Archiv des Norddeutschen Bundes.”  
 “Annalen des Norddeutschen Bundes.”  
 “L’Europe Politique et Sociale,” by Maurice Block, 1869.  
 “Statistik des zollvereinten und nördlichen Deutschlands,” by Dr. Georg von Viebahn,  
 1858 to 1869.  
 “Handbuch des Statistik des Preussischen Staats,” by C. F. W. Dieterini, 1858 to  
 1861.  
 “Der Boden und die Landwirthschaftlichen Verhältnissen des Preussischen Staats,”  
 by Dr. Meitzen, 1869.

And the various statistical publications of the Prussian Statistical Bureau under the  
 editorship of Dr. Engel.

Also the Official Reports by the County Counsellors upon their respective depart-  
 ments.

Finally, I am specially indebted to the kindness of the County Counsellors of  
 Mülhausen and Wetzlar for some very useful manuscript statistical information.

(Signed) J. P. HARRISS-GASTRELL.

*Note.*—I have not enumerated the books of reference, or of political economy,  
 or of history, which I consulted in the course of my Report.

J. P. H. G.

Inclosure 3 in No. 19.

*Consul Hertslet to Lord A. Loftus.*

My Lord,

*Königsberg, October 12, 1869.*

IN obedience to your Lordship’s instructions of the 27th of September, I have now  
 the honour to forward replies to the queries regarding the tenure of land in East  
 Prussia.

I have, &c.

(Signed) W. J. HERTSLET.

Inclosure 4 in No. 19.

*Report by Consul Hertslet on the Tenure of Land in East Prussia.*

*Name of Country.*—East Prussia, comprehending the two Provincial Governments of  
 Königsberg and Gumbinnen, with respectively 468 and 298 German square miles, or  
 about 3,354 English square miles.

Königsberg is the seat of the Upper Government of the entire Government of Prussia,  
 including East and West Prussia, and consists altogether in 1,178 German square miles,  
 or about 5,586 English square miles, and is inhabited by 3,114,608 persons.

*Population.*—The Government of Königsberg is inhabited by 1,024,591 persons ;  
 Gumbinnen by 652,000 persons ; or 1,676,591 persons.

Religions.

Christians—Protestant	..	..	..	..	1,427,318
“ Roman Catholic	..	..	..	..	222,081
“ Greek	..	..	..	..	83
“ Mennonites	..	..	..	..	5,329
Jews	..	..	..	..	11,788



*Industrial Pursuits.*—The thin population and want of any particular mineral or other natural production. Amber-dredging being only a source of labour to a few, together with saw-mills, and a few not very important manufactories have made agriculture to be the chief industrial pursuit of the inhabitants, together with horse, sheep, pig, and cattle-breeding. The number of horses in the province is calculated to be 600,000; of sheep, 3,810,000; pigs, 600,000 to 700,000.

The changeable climate and other causes make agriculture very precarious.

The sea-towns, Königsberg and Memel, have a considerable trade, consisting principally in the export of the agricultural produce of the province, and of grain, flax, timber, &c., from the adjacent Russian-Polish provinces; and the import of colonial and other goods required by the inhabitants of the same provinces, and since the construction of the railways the importation and exportation of goods *in transitu*, to and from Russia, has increased considerably from year to year.

#### LAND OCCUPATION.

(A.) All land in this province, whether held by large or small proprietors, is freehold personal property, with the exception of a few families whose estates are entailed.

(B.) The system of tenants under proprietors cannot be said to exist at all in these parts, except in the case of the Royal domains, which are usually farmed on leases of eighteen years, and a few exceptional cases where private persons let their estates to tenants, but this is rare, and sub-tenants are not known of.

Before the war of 1807, 1812, and 1813 the land belonged exclusively to the nobility and gentry, and the inhabitants were serfs. By the Edicts of Frederick William III of 9th October, 1807, 27th July, 1809, and 14th September, 1811, this was altered, and a part of each estate, one-quarter to one-third, was separated and divided as freehold property among the former serfs. The compensation was that the proprietors, who formerly had to support their serfs in good and bad terms, were now liberated from that onus, and the serfs who had become proprietors had henceforth to support themselves. The extreme depression of the value of all landed property from the French invasion made it alone possible to carry such a measure through. Land was nearly, and in many cases quite valueless, and the onus of supporting the serfs impracticable from want of means.

#### (A.)—SMALL PROPRIETORS.

1. From 2 to 3 acres up to 30,000 acres and upwards, each estate being a distinct freehold property.

In the entire Province of Prussia the number of estates under and up to—

5 morgen is	..	..	..	..	..	49,212
From 5 to 30 morgen is	..	..	..	..	..	44,581
From 30 to 300 morgen is	..	..	..	..	..	82,956
From 300 to 600 morgen is	..	..	..	..	..	4,370
From 600 to 40,000 morgen is	..	..	..	..	..	4,123

3 morgen = 2 acres.

Some estates have privileges from former possessors—noble rights—the proprietor wears a military uniform, and has a voice at the Provincial Diet, and is a sort of Police Director or Justice of Peace on the estate. Of those estates there are 2,343 in this province; but since the introduction of constitutional institutions and a House of Representatives in Berlin, these privileges have become antiquated and are gradually becoming obsolete. There are 201 Royal domains. There are only 59 estates which have been in the same family for 100 years. This is the natural consequence of the division of property in equal rates to all children on a person's death. Land under tillage has increased by 1,000,000 of morgen in the last sixteen years.

2. The law, except in the few cases of entailed estates, is the same for land as for other property. When a man dies all his property is divided into equal shares amongst his children. Generally, all is sold and the proceeds are divided.

3. There is a little difference between the method of the sale of land and of other property. The parties agree upon the terms of the sale, and go before a Notary Public and a legal contract is drawn up, which gives immediate or any stipulated possession, and the title deed is booked in the Hypotheke-Book, and the mortgages on such estates are registered on requiry. The same estate may be bought and sold many times in one day. By direct descent there are no costs. In cases of sale the costs are, for stamp 1 per cent

notarial charges for contract 16 to 20 rixthalers, say 3*l.*, without reference to value, which makes no difference. The legal costs for noting the sale in the Hypothek Book are, for 1,000 rixthalers (150*l.*) and upwards 1 per mille, under 1,000 rixthalers (150*l.*)  $\frac{1}{2}$  per cent.

4. Instead of leasing a farm, as in England, a man here buys a freehold estate. It seldom happens that a man has the whole of the purchase money to pay down, one-half, a third, a quarter, or less, of the sum total is only usually paid. The Royal Landschafts Bank, a Government institution, grants loans up to one-third or one-half of the appraised (low estimate) value of the estates. These loans are granted in the shape of loan letters ("Pfand-Briefe") with coupons attached bearing  $3\frac{1}{2}$  and  $4\frac{1}{2}$  per cent. which are paid by the Landschafts Bank. These loan letters or Pfand-Briefe are subject to heavy discount in the money market, and the loan-taker has virtually to pay 6 to 7 per cent. for the advance per annum.

The Pfand-Brief advance is registered in the Hypothek-Book and in case of sale is generally undertaken by the buyer. If the interest is not duly paid the estate is brought to the hammer through the Law-court, and (since 1868) sold within six months. Mortgages in the second or third place, beyond the advance of the Landschaft Bank, are made either by agreement with the seller or by other private banks or money-lenders, and the rate of interest is frequently high.

5. The properties are nearly all heavily mortgaged. The usual rate of interest is 6 per cent.

6. The parties make an agreement before a Notary Public. This agreement is taken to the Hypothek Court and registered in the Hypothek-Book. The lender receives a verified copy of the Registration. The expense is very trifling. When the debt is paid the payment is noted in the Hypothek-Book and ceases to exist.

7. The crops raised are wheat, rye, barley, oats, peas, beans, potatoes, rape-seed, linseed, clover, thymothy, lupines, beets, mangelwurz, buckwheat, meadows. The soil of the province varies most considerably. The proprietors cultivate their land according to their own free judgment as to rotation or otherwise. With stock it is the same; every proprietor acts according to his own will. All animals must be housed and fed in stalls or stables during the winter months.

The surface of East Prussia represents ;

	Morgen.
Land under tillage .. .. .	6,750,379
Garden land .. .. .	209,255
Meadow land .. .. .	1,799,844
Waste or common .. .. .	1,191,827
State and private forest .. .. .	2,350,085

Three Magdeburg morgen about equal 2 British acres. About one-half of the province is under tillage.

8. Machinery, particularly threshing-machines and cutting implements are coming more and more into use, during the few late years and would be much more employed if the proprietors had the means of purchasing them. The harvest for some years past, from climatic reasons, have been so bad, that a large number of proprietors have been quite impoverished, and State assistance and foreign subscriptions have been necessary to keep down hunger, typhus, and starvation.

Hired labourers are much employed, both male and female.

	Sgr.	s.	d.
A hired male labourer in summer .. .. .	15	=	1 6
A hired male labourer in winter .. .. .	12		1 2
A hired female labourer in summer .. .. .	12		1 2
A hired female labourer in winter .. .. .	8		0 7
A male labourer living with his employer .. .. .	3 to 4		0 3 to $3\frac{1}{2}$ <i>l.</i>
A female labourer living with her employer .. .. .	$2\frac{1}{2}$		0 3

All per day with free dwelling, a certain quantity of rye-meal for bread-fodder for a cow, and some potato or gardenland.

9. These labourers do not emigrate much, they have no opportunity or means of so doing, they would have to get to some emigrating port such as Bremen or Hamburg to do so, which is not easily done.

10. The proprietors generally live on their property whether apart or in the villages.

11. The proprietors are mostly well-housed and clad and fed according to the size and productiveness of their estates generally; lately from a series of bad harvests the small

proprietors and those dependent on them, have been obliged to resort to State and private assistance. In 1869 the harvest is good and food abundant, but the debts incurred in the last few years are pressing heavily on the proprietors.

12. The entire acreage of the province is 20,767,395 morgen with 3,114,608 inhabitants, or  $6\frac{1}{2}$  persons to the morgen or about 13,144,930 acres with about  $4\frac{1}{2}$  inhabitants per acre. Population remains nearly unaltered except that the smaller country towns decrease and the larger towns increase in population since the introduction of railways.

13. The general public opinion is very favourable to the system of the law as to land-holding in Prussia. A man has not to become a tenant and be under any restraint or obligation to his landlord or anybody else. He buys an estate on the best terms he can, and as long as he pays the interest of the mortgages regularly, he is undisputed monarch on his own free land. He can cultivate it according to his own judgment and is answerable to nobody. Any improvements or buildings he may construct are for himself and his own benefit. Instead of paying a rent to a landlord and becoming a tenant, he has to pay interests on mortgages, but becomes an independent proprietor and many are very successful and improve their position. The great difficulty is the uncertainty of the climate and the frequent changing of proprietors occasioned partly by the law of inheritance and partly by the realizing of profit by selling as soon, a proprietor has either by good fortune or good cultivation increased the momentary value of the estate, and the proprietors are much attached to the land which belongs to themselves.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

1, 2, 3, 4, 5, 6. This system is unknown here, and queries cannot be replied to.

#### *Rent.*

1, 2, 3, 4. Admit of no reply, being unknown here.

#### *Evictions.*

1, 2. Have likewise no connection with any system here. A proprietor who does not pay principal if required to do so, or the interest on his mortgages is sued at law, and the property sold by the Court within six months. This has been very frequent of late years from the series of bad years and failure of the crops, from excessive wet or excessive draught and heat.

#### *Improvements.*

1, 2, 3, 4, 5. Admit of no reply from same reason. All is for the proprietors own account (who has no tenant), Government give assistance for amelioration purposes (drainage).

#### *Miscellaneous.*

1. No tenants exist.
2. No tenants exist.
3. No tenants exist.
4. The Mennonites emigrate to avoid military service, and other young men do so likewise for the same reason, but not very extensively.
5. The system is much liked. Each man is a freeman on his own estate and provided that he obeys the laws and pays his interest, an estate proprietor is the most independent man in the world. Such a state of things can only be practicable after the complete ruin of a country by foreign invasion. In Russian Poland a similar process is now being gone through to a still further extent. Here the former proprietors are completely eradicated, and the land passing into the possession of the former serfs. The disadvantages of the Prussian system is the frequent change of the owners and the tendency it causes in good times for a speculative business by unscrupulous parties in selling and buying estates.

6. The creation of freehold estates, taken without money compensation from the former proprietor was enforced by the Edicts of Frederick William III in 1807; land was then valueless and all parties are now reconciled to the present state of things.

7. The compensation was the abolition of the onus of supporting all the serfs on the estates at all times. Since that time they have to maintain themselves.

8. Public opinion is in favour of the present state of things.

9. No system of alteration by the Government is at present in force.

10. There are no tenants.

11. The laws of inheritance tend to subdivide landed property.

*Copyhold.*

There are no tenures resembling the copyholds in England.  
Königsberg, October 12, 1869.

(Signed) W. J. HERTSLET.

No. 20.

*Mr. Thornton to the Earl of Clarendon.—(Received December 12.)*

My Lord,

*Washington, November 29, 1869.*

WITH reference to your Lordship's Circular despatch of the 26th of August last, I have now the honour to inclose a Report upon the tenure of land in this country, which has been drawn up by Mr. Ford, First Secretary to this Legation, and to the preparation of which he has devoted himself exclusively and with much industry and zealous application since the receipt of that despatch. Another paper is likewise inclosed, relating to the same subject with reference to the important State of Massachusetts, which has been prepared by Mr. Le Strange, Third Secretary to this Legation.

These documents have been drawn up with so much care and so fully that I conceive that any observations of mine would be superfluous. Your Lordship will at once observe that the principal feature of the system of land tenure in the United States, which no doubt contributes so much to general contentment and happiness, is the extreme cheapness of the land and the facility in acquiring it.

With regard to the Irish who arrive in this country it is the result of every-day observation that the majority remain in the large towns where, with rare exceptions, they do little good for themselves, are unthrifty, quarrelsome, and intemperate; but where single families devote themselves to agriculture, and are able to purchase the land which they cultivate, they at once take so great an interest in what they can call their own, that their character is entirely changed, and they become thrifty, orderly, and useful citizens and acquire a great respect for the rights of property.

I have, &c.

(Signed) EDWD. THORNTON.

Inclosure 1 in No. 20.

*Report respecting the Tenure of Land in the United States.*

*Name of Country.*—United States of America.

*Population.*—The population of the United States amounted, in 1860, to 31,443,322, of which number nearly 27,000,000 were white persons.

The first census taken under the Constitution was in the year 1790, when the population numbered 3,929,827.

The yearly rate of increase since that period has been 3 per cent., and should it continue in the same ratio, the population of this country in 1900 will exceed 100,000,000.

The following Table shows the distribution of the population in respective divisions

of the Union ; also the estimated increase of population in 1868 over the amount of population in the year 1860, when the last decennial Census was taken :—

Divisions.	Census of 1860.	Estimated, 1868.	Net Increase.
Eastern States .. ..	3,135,283	3,644,568	509,285
Middle States .. ..	8,333,330	10,227,000	1,893,670
Western States .. ..	10,254,420	14,120,772	3,866,352
Southern States .. ..	9,103,332	9,428,883	325,551
Pacific States . . . .	432,459	634,685	202,226
Territories .. ..	184,497	367,087	182,590
Aggregate .. ..	31,443,321	38,422,995	6,979,674

It is estimated that 21,000,000 of the present population of the United States are descended from foreigners who have entered the country since the formation of the Government.

*Religion.*—With regard to the different religions professed in the United States, it is calculated that 27,000,000 of the population are Protestant, 5,000,000 Roman Catholics.

There are, moreover, many members of other religious denominations, such as Methodists (1,255,115), Baptists (1,094,806), "Friends" (100,000), Congregationalists (283,587), and Lutherans (350,088).

*Industrial Pursuits.*—The following is a statement of the leading manufactures of the United States, and the value of product of each for the year ending June 1, 1860 :—

Leading Manufactures.	Value, in £ sterling, of Product, in round numbers.
	£
Flour and meal .. ..	46,280,983
Cotton goods .. ..	23,760,330
Lumber .. ..	19,834,710
Boots and shoes .. ..	18,595,041
Leather, including morocco and patent leather ..	14,876,033
Clothing .. ..	14,462,809
Woollen goods .. ..	14,257,025
Machinery, steam-engines, &c. .. ..	9,710,744
Printing—book, job, and newspaper .. ..	8,677,686
Sugar refining .. ..	7,954,545
Iron-founding .. ..	5,888,429
Spirituos liquors .. ..	5,165,289
Cabinet furniture .. ..	4,958,677
Bar and other rolled iron .. ..	4,545,454
Pig iron .. ..	4,028,926
Malt liquors .. ..	3,719,016
Agricultural implements .. ..	3,677,686
Paper .. ..	3,615,702
Soap and candles .. ..	3,512,570

#### SYSTEM OF LAND OCCUPATION IN THE UNITED STATES.

The system of land occupation in the United States of America may be generally described as by small proprietors.

The proprietary class throughout the country is, moreover, rapidly on the increase, whilst that of the tenancy is diminishing, and is principally supplied by immigration.

The theory and practice of the country is for every man to own land as soon as possible.

The term of landlord is an obnoxious one.

The American people are very averse to being tenants and are anxious to be masters of the soil, and are content to own, if nothing else, a small homestead, a mechanic's home, a comfortable dwelling-house in compact towns, with a lot of land of from 50 feet by 100 feet about it.

In the sparsely-peopled portions of the country a tenancy for a term of years may be said to exist only in exceptional cases.

Land is so cheap there that every provident man may own land in fee.

The possession of land of itself does not bestow on a man, as it does in Europe, a title to consideration ; indeed, its possession in large quantities frequently reacts preju-

ditionally to his interests as attaching to him a taint of aristocracy which is distasteful to the masses of the American people.

Again, investment in land, except that held in cities, is not, as a rule, so profitable as many others.

Railway, bank, and insurance stock and mortgage bonds, for instance, return a greater percentage for money ranging from 6 to 20 per cent.

There are, moreover, heavy taxes to be paid on land.

The Government of the United States may be termed the great landlord of the country, and is ever willing to sell its unoccupied acres to the first bidder, granting him, at the same time, every facility in the way of payment.

Under an Act of Congress passed in 1862, and known as the Homestead Law, every citizen of the United States, or any foreigner, who shall declare his intention of becoming a citizen can, after a residence of five years upon the land, secure an absolute title to a farm of 160 acres in any of the unappropriated territory of the United States surveyed for occupation.

Absolute titles to land are easily and quickly acquired, and the cultivation of the soil is so remunerative that tenants soon accumulate the means of purchasing the land and of thus becoming proprietors.

In the Western States, especially where unoccupied and cheaper lands are plentiful, occupancy by tenancy or otherwise is comparatively little known, except in the cities and villages where other than agricultural avocations are pursued.

The practice of the National Government is to lay off its unoccupied land in sections of one mile square, which are again divided into blocks varying from 80 acres to 640 acres.

The quantity of land held in farms in this country is seldom intersected by that of other proprietors.

In the New England States the farms are usually small.

In the State of Massachusetts, for instance, the number of acres held by single owners varies from 20 to 50 acres.

In Rhode Island, which State comprises an area of only 1,306 square miles, the farms are likewise small.

In 1865 they numbered 6,486, of which 1,493 were of 20 acres and under 50 acres. There were only 37 farms altogether of 500 acres and over. It may be stated as showing the large proportion in the State of Rhode Island of the numbers of farmers owning land, over that of farm labourers, that the former amounted to 10,754 and the latter to 5,440 only.

In the Middle States farms are also small.

In the State of New York they average from 100 acres to 200 acres. In the State of Pennsylvania from 50 to 400 acres; poor men, however, hold much smaller quantities in Pennsylvania, and wealthy ones much larger, especially of what are known as wild or unimproved lands.

In the Western States farms are large, though in Michigan they average from 80 acres to 200 acres.

The State of Minnesota contains about 54,000,000 acres, of which about 24,000,000 acres have been appropriated to settlements and other uses, and about 16,000,000 acres only are under cultivation. The present population of the State is about 475,000, of which not quite 100,000 reside in cities and incorporated villages, leaving about 375,000 to the 16,000,000, or an average of 42 acres of cultivated land to each inhabitant.

In the State of Louisiana the owner of 1,000 acres would not be regarded as a large landed proprietor, and the owner of 160 acres would be considered a small one.

The minimum quantity of land sold in one tract by the State of Louisiana is 40 acres.

Prior to the abolition of slavery land in the Southern States was extensively owned by large proprietors, but since the termination of the civil war a marked tendency exists to the sub-division of properties.

This change in the character of the tenure of land in the Southern portion of the Union has been partially caused by the present relations of the employers and the employed.

The owners of large plantations are unable to get them cultivated, and are consequently desirous of parting with portions of their land even at low prices.

In the State of Virginia farms are found to-day varying from 10 to 250 acres; and in South Carolina as small as from 5 to 50 acres.

The total amount of farms in the United States of America rose from 1,442,809 in 1850 to 2,030,785 in 1860.

The number of acres of land improved in farms amounted in 1850 to 112,690,821, and in 1860 to 162,649,848 acres.

The average number of acres to each farm throughout the Union decreased from 203 in 1850 to 199 in 1860.

The following is a list of the proportion in each State.

The area in square miles of each State is also shown.

The names of the States are arranged according to the order of the average number of acres of each farm in 1860.

STATES.	Average Number of Acres to each Farm.		Area of States in Square Miles.
	1850.	1860.	
Texas .. .. .	942	591	237,321
Louisiana .. .. .	372	536	46,481
South Carolina .. .. .	541	488	24,500
California .. .. .	4,466	466	188,982
Florida .. .. .	371	444	59,268
Georgia .. .. .	444	430	58,000
Mississippi .. .. .	309	370	47,156
Alabama .. .. .	289	346	50,722
Oregon .. .. .	372	355	95,274
Virginia .. .. .	340	324	61,352
North Carolina .. .. .	369	316	45,000
Tennessee .. .. .	261	251	45,600
Arkansas .. .. .	146	245	52,198
Missouri .. .. .	179	215	47,156
Kentucky .. .. .	227	211	37,680
Maryland .. .. .	212	190	9,356
Kansas .. .. .	..	171	..
Iowa .. .. .	185	165	55,045
Delaware .. .. .	158	151	2,120
Minnesota .. .. .	184	149	63,531
Illinois .. .. .	158	146	55,405
Vermont .. .. .	139	135	9,056
Indiana .. .. .	136	124	33,809
New Hampshire .. .. .	116	123	9,280
Wisconsin .. .. .	148	114	53,924
Ohio .. .. .	125	114	39,964
Michigan .. .. .	129	113	56,243
Pennsylvania .. .. .	117	109	46,000
New Jersey .. .. .	115	108	8,320
New York .. .. .	118	106	46,000
Maine .. .. .	97	103	30,000
Connecticut .. .. .	106	99	4,674
Rhode Island .. .. .	103	96	1,306
Massachusetts .. .. .	99	94	7,800
Total States .. .. .	203	199	..
TERRITORIES.			
Nevada .. .. .	..	617	..
New Mexico .. .. .	77	278	..
Washington .. .. .	..	275	..
Nebraska .. .. .	..	226	..
Dakota .. .. .	..	215	..
District of Columbia .. .. .	103	144	..
Utah .. .. .	51	25	..
Total Territories .. .. .	134	197	..
Aggregate States and Territories .. .. .	203	194	..

The greatest variation will be seen to have taken place in California, where farms from an average of 4,466 acres in 1850 declined to an average of 466 in 1860.

The total amount of acreage of the different farms in the United States in 1860 was as follows:—

Farms of 3 acres and under 10 .. .. .	52,642
10 .. .. .	157,810
20 .. .. .	612,245
50 .. .. .	607,668
100 .. .. .	486,239
500 .. .. .	20,289
1,000 and over .. .. .	5,348

Small farms are generally situated in the vicinity of cities and towns, and the culture of garden and vegetable produce is carried on with considerable profit on them.

#### *Laws regulating Descent and Division of Property.*

The landowner in the United States has entire freedom to devise his property at will. He can leave it to one or more of his children, or he may leave it to a perfect stranger.

In the event of his dying intestate, his real estate is equally divided amongst his children without distinction as to sex, subject, however, to a right of dower to his widow, should there be one.

If there are no children or lineal descendants, the property goes to other relatives of the deceased.

If the intestate leaves no kindred, his estate escheats to the State in which it is situated.

The laws of the different States of the Union regulating the descent and division of landed property on death of owner harmonize to a great extent with each other.

The statutes of the States of Rhode Island and Connecticut, as well as the code of Virginia, are annexed to this Report for reference on the subject.

A copy is likewise annexed of some interesting notes drawn up by Mr. Le Strange, Third Secretary to this Legation, on the tenure of land in the State of Massachusetts. They contain ample information with regard to the law of descent in that State.

Her Majesty's Consuls at Galveston, New York, and San Francisco, have forwarded to your Lordship's office the laws on the same subject with regard to the States of Texas, New York, and California respectively.

In the State of Pennsylvania on death of owner intestate, his real estate descends to his children equally. If he leaves a widow, she has a life estate in one-third, and at her death this interest also goes to children equally.

A custom prevails very generally in the United States of widows renouncing their right of dower in the whole estate for an equivalent proportion in fee simple.

In the State of Michigan landed property on death of owner descends subject to his debts as follows:—

1. To his children equally irrespective of sex.
2. If he have no issue then to his widow during her lifetime, then to the father, or, if he leave no issue or widow, then to the father or mother.
3. If no issue, widow, father, or mother, then to brothers and sisters in equal shares.
4. If none of them, then next of kin in equal degree,
5. If he leave no kin, then estate escheats to the State for the benefit of the Primary School Fund.

#### *Legal Method used for Sale of Property, &c.*

In no country is land, as a subject of sale, marked with less preference, or in which it so readily passes from owner to owner as in the United States.

Landed properties are sold, transferred, and exchanged by a simple deed, and there is a Registrar appointed by the County Court for each county in the Union, whose duty it is to register deeds to lands in their several counties respectively.

The record becomes notice to all parties of the title of the grantee.

As a general rule deeds of partition, such as are used at common law, are executed where all the parties are of age (or when minors through the agency of duly appointed guardians), and are agreed upon the terms of partition; otherwise the decree of the Court having jurisdiction in such cases, passes title to the respective sharer. No title is passed by registry only. Registry is of a deed *inter partes*.

In Pennsylvania partition is had by a simple proceeding in the Orphan's Court.

The cost of a legal proceeding for partition depends upon the circumstances of each case. It could rarely be less than 50 or 60 dollars (7*l.* 10*s.* to 9*l.*), and might amount to hundreds.

The fees for registry of deeds are very small. They are regulated by the volume of the folio, and so much per folio of 100 words is charged, say from 1 to 5 dollars (3*s.* to 15*s.*).

An ordinary deed is written for 2 dollars (6*s.*), and the cost of the registry 1 dollar or 1 dollar 25 cents (3*s.* to 3*s.* 9*d.*).

Each conveyance, however, must now have a United States revenue stamp attached to it of 50 cents (1*s.* 6*d.*) for each 500 dollars (75*l.*), consideration money paid.

All stamp duties in this country are of recent origin; they have been imposed by law in order to provide for the payment of the public debt incurred in the late civil war.



In the State of Pennsylvania the cost of selling, transferring, and exchanging land depends much on the value of the lands, and whether professional aid is invoked. For ordinary conveyances the skill of an Alderman, Justice of the Peace, or Scrivener is generally regarded as sufficient, and the cost may be stated at from 3 to 5 dollars (9s. to 15s.), to which about 2 dollars (6s.) may be added for recording.

When valuable lands are conveyed, legal opinions on title obtained, and careful abstracts made out, the cost may amount to 10 to 100 dollars (1l. 10s. to 15l.), and upwards.

The costs of partition in Court is governed by the same general considerations.

In the State of Louisiana the deed of sale, transfer, exchange, or division of land is usually executed before a notary public at the cost of a purchaser. The notary's fee is about 10 dollars (1l. 10s.). The interests of the purchaser can only be protected by recording the act of sale in the parish containing the land.

In California conveyances cost from 1l. to 10l. sterling; in the State of New York from 1l. to 2l., and the registration of them from 10s. to 20s.

The following statement of the fees charged for registering deeds in the State of Michigan illustrates the general regulations on such matters.

#### *Fees of Registers of Deeds.*

For entering and recording any deed or other instrument 11 cents (5d.) per folio to be paid when the same is left for record; for copies of any record or papers when required 7 cents (3d.) for each folio. Seal to exemplification 25 cents (9d.). For recording any deed or other paper in any other than the English language 20 cents (7d.) for each folio. For every entry of a discharge of a mortgage in the margin of the record 10 cents (3½d.). Searching the records or files in his office 6 cents (2½d.) for each year for which searches shall be made. For filing every notice of the pendency of a suit in Chancery, and entering the same 6 cents (2½d.). For filing every other paper and making an entry thereof when necessary 6 cents (2½d.). Searching for every such paper, on request, 3 cents (1½d.) for each paper examined.

The following are the instructions given in the State of Michigan for the keeping of entry books of deeds and mortgages by registry.

Every register of deeds shall keep an entry book of deeds, and an entry book of mortgages, each page of which shall be divided into six columns, with titles or heads to the respective columns in the following form, to wit:—

Date of Reception.	Grantors.	Grantees.	Township where the Land lies.	To whom Delivered, after being Recorded.	Fees Received.
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In the entry book of deeds the register shall enter all deeds of conveyance absolute in their terms, and not intended as mortgages or securities, and all copies left as cautions; and in the entry book of mortgages he shall enter all mortgages and other deeds intended as securities and all assignments of any such mortgages or securities; noting in such books the day, hour, and minute of the reception, and the other particulars in the appropriate columns, in the order in which such instruments are respectively received; and every such instrument shall be considered as recorded at the time so noted. Different sets of books shall be provided by the registers of deeds of the several counties for the recording of deeds and mortgages, in one of which sets all deeds required by the preceding section to be entered in the entry-book of deeds shall be recorded at full length with the certificates of acknowledgment, or proof of the execution thereof, and in the other all such instruments as are required to be entered in the entry-book of mortgages shall in like manner be recorded.

The register shall certify upon every instrument recorded by him the time when it was received, and a reference to the book and page where it is recorded.

Every register of deeds shall also keep a proper general index to each of the sets of books in which he shall enter alphabetically the name of every party, to each and every instrument recorded by him with reference to the book and page where the same is recorded.

Every conveyance of real estate within this State hereafter made, which shall not be recorded as provided in this chapter shall be void as against any subsequent purchaser in good faith, and for a valuable consideration of the same real estate or any portion thereof, whose conveyance shall be first duly recorded.

All conveyances and other instruments authorized by law to be recorded, and which shall be acknowledged or proved as provided in this chapter, and if the same shall have

been recorded, the record or a transcript of the record certified by the register in whose office the same may have been recorded, may be read in evidence in any Court within this State without further proof thereof, but the effect of such evidence may be rebutted by other competent testimony.

When a deed purports to be an absolute conveyance in terms, but is made or intended to be made defeasible by force of a deed of defeasance, or other instrument for that purpose, the original conveyance shall not be thereby defeated or affected, as against any person other than the maker of the defeasance, or his heirs, or devisees, or persons having actual notice thereof, unless the instrument of defeasance shall have been recorded in the registry of deeds in the county where the lands lie.

Four original legal documents are annexed to this report and will be of interest. No. 1, is a copy of a lease with proof of record on it. No. 2, is a sample of examination of chain of title. No. 3, is a blank form of a deed of conveyance, and No. 4, is a copy of a contract of purchase and sale of property to be consummated on the execution of a deed after full payment.

There are no special facilities for raising loans on real estate in this country.

No difficulty is experienced in obtaining money from capitalists or saving banks.

Mortgages are recorded in the same manner as deeds, and are generally made with a view to the improvement of property.

The Federal stamp duty is 1 dollar (3s.), for every 1,000 dollars (150l.)

The mode of registration consists in depositing the deed with the register or recorder, in taking his receipt for same and for his fees, which vary from 25 to 50 cents (9d. to 1s. 6d.) for an ordinary foolscap page of manuscript.

The deed is endorsed at the time of presentation for record, so as to show the exact priority to which it is entitled, and when it is recorded in its turn in the proper book, is at the disposition of the grantee or can be delivered to his order.

The rate of interest is limited by law. In none of the States is it less than 6 per cent., and in some it is as high as 12 per cent.

In the eastern States, the rates of interest vary from 6 to 7 per cent. In the western States the rates of interest are much higher, varying from 7 to 12 per cent.

Before a mortgage is effected, the services of an expert in land titles are usually employed to investigate their nature; this is done at the cost of the borrower.

#### *Crops in the United States.*

The following is a list of the estimated quantities, in round numbers, of some of the agricultural products of the United States last year:—

								Bushels.
Indian corn	..	..	..	..	..	..	..	900,000,000
Oats	..	..	..	..	..	..	..	379,000,000
Wheat	..	..	..	..	..	..	..	220,000,000
Barley	..	..	..	..	..	..	..	26,000,000
Rye	..	..	..	..	..	..	..	23,000,000
Buckwheat	..	..	..	..	..	..	..	21,000,000

Indian corn, or maize, which is a plant of American origin, is thus seen to be the most important crop of the country, and that upwards of three bushels of it are raised to every one of wheat.

The proportion in 1850, was five bushels to every one of wheat, and vastly as the production of Indian corn has increased within the last twenty years, that of wheat has augmented in a still greater ratio.

Indian corn is extensively used by a large portion of the American people, with whom wheat forms a secondary consideration as an article of food.

Both corn and rye are very largely consumed in this country for distillation.

In the State of Illinois was produced in 1860, one-seventh of the whole Indian corn crop that year.

The product of the whole country amounted in 1850 to 592,071,104 bushels, and in 1860 to 838,792,740.

The amount of oats produced in the United States, likewise exceeds that of wheat.

Oats are principally grown in the States of New York, Pennsylvania, Ohio, and Illinois. The total amount produced in the whole country in 1850, 146,534,179 bushels, and in 1860, 172,643,165 bushels.

One of the most profitable crops raised in the New England States is that of hay. Indeed, it is an indispensable one in the northern and middle portions of this continent owing to the extreme rigour of the winter. The hay crop is said to equal in point of value the cotton crops of the South. It should be borne in mind, however, that hay forms

a comparatively insignificant article of traffic as it is mostly consumed by the stock of the producer. In the southern States a substitute for hay is found in the leaves of the Indian corn plant. The mildness of the winters in the South renders the cultivation of hay unnecessary.

The total production of hops in the United States rose from 3,497,029 lbs. in 1850, to nearly 11,000,000 lbs. in 1860.

The amount of flax produced was 7,709,676 lbs. in 1850, but fell off to 4,720,145 lbs. in 1860.

Of flax-seed, 562,312 bushels were produced in 1850, and 566,867 bushels in 1860.

In the middle States fruit crops are extensively raised, and are of great value.

The amount of wheat produced in this country in 1850, amounted to 100,485,944 bushels, and in 1860 to 173,104,924 bushels.

Spring wheat is principally grown in the States of Minnesota, Wisconsin, Iowa, and Illinois; and winter wheat, in the States of Missouri, Kentucky, Tennessee, Ohio, Indiana, Illinois, New York, Virginia, Pennsylvania, Georgia, Maryland, California, and Oregon.

The distinction between spring and winter wheat consists in the fact, that the former is sown in the autumn, and the latter is sown in the spring, apart from a slight variation in their respective character.

The production of barley, rye, and buck-wheat was as follows, in the undermentioned years:—

	1850.	1860.
	Bushels.	Bushels.
Barley .. .. .	5,167,015	15,825,898
Rye .. .. .	14,188,813	21,101,380
Buckwheat .. .. .	8,956,912	17,571,818

The demand for barley is greatly on the increase for malting purposes.

California and New York are the great barley-producing States; and in Pennsylvania and the State of New York the largest amount of buckwheat is grown.

Peas and beans form important crops in this country. Upwards of 9,000,000 of bushels were produced in 1850, and 15,000,000 in 1860. An increase of 66 per cent.

The total amount of Irish potatoes raised in 1850, was 65,797,896 bushels; and in 1860, 111,148,867 bushels, being about two to three-quarters bushels to each inhabitant in 1850, and three and-a-half bushels in 1860.

The largest amount was grown in New Jersey.

Of sweet potatoes (*Batata convolvulus*), the whole amount produced in 1850, was 38,268,148 bushels; and in 1860, 42,095,026 bushels.

The great bulk of the crop is raised in the Southern States.

The total production of butter in 1850, was 313,345,306 lbs.; and in 1860, 459,681,372 lbs. An increase of about 50 per cent.

Of cheese, nearly 2,000,000 lbs. more were produced in 1850 than in 1860; the total amount being in 1850, 105,535,893 lbs.; and in 1860, 103,663,927 lbs. In the State of New York is made nearly one-fourth of all the butter, and upwards of one-third of the cheese that is produced in this country; the amount being 103,097,280 lbs. of butter, and 48,548,289 lbs. of cheese.

Ohio is the principal dairy State of the West. In it is made nearly one-third of all the butter; and over 75 per cent. of the cheese produced in the Western States. Vermont produces more cheese than all the Western States together, exclusive of Ohio.

Large quantities of the dairy products of some of the States are produced on the co-operative principle. For instance, farmers combine to employ an agent for the manufacture of butter and cheese, to whom the milk is brought daily, and an account kept of each contributor. At the close of the season a *pro rata* division is made of the proceeds:

The total amount of wool raised in the United States and territories in 1850, was 52,516,959 lbs.; and in 1860, 60,364,913 lbs.

In 1860, Vermont raised nearly half the wool produced in the New England States.

In the State of New York is produced about two-thirds of all the wool grown in the middle States.

Ohio is the largest wool-growing State in the West.

In Texas the production of wool increased from 131,917 lbs. in 1850, to 1,493,738 in 1860.

In the Pacific States the increase was the most remarkable, having risen from

77,329 lbs. in 1850, to 3,489,350 lbs. in 1860; an increase that is believed to have kept pace with that of population up to the present period.

In 1864, the total clips of the United States amounted to 80,000,000 lbs.; and in 1865, to 95,000,000 lbs., and was estimated last year at 177,000,000 lbs., or about half the amount of the wool annually produced in Great Britain.

The merino sheep—of Spanish origin—is the most universally bred in this country. The breed has been greatly improved by skilful culture. The wool is remarkable for its strength and excellent spinning qualities, and is the best adapted for those fabrics that constitute the most profitable of American manufactures, such as blankets, cassimeres, flannels, and delaines.

The folly of legislative interference in the matter of trade, has been strikingly exemplified by the present condition of the wool industry in the United States; both wool manufacturers and wool producers are suffering alike.

Prior to the introduction of the present highly protective United States' Tariff, upwards of 70,000,000 lbs. of wool used to be imported annually from Buenos Ayres, Australia, and the Cape of Good Hope. The effect of the imposition of high duties on the raw material has been to exclude these wools, and throw them on European markets.

As the price of the wools has in consequence fallen, European manufacturers are enabled to fabricate goods at so low a figure that they can be introduced into the United States in spite of the excessive duties.

Again, the high duties on foreign wools has forced the American manufacturers to work almost exclusively on their own domestic wools, and an over supply of blanket goods has been produced for which there is no market.

The price of domestic wool has consequently lowered, causing the greatest depression amongst sheep farmers throughout the country.

In the Southern States of the Union, cotton, rice, tobacco, Indian corn, and sugar-cane are the principal agricultural staples.

The amount of tobacco raised in the United States in 1850 was 199,752,653 lbs., and in 1860, 434,209,461 lbs., an increase of nearly 120 per cent. Half of the tobacco crop was grown in the States of Virginia and Kentucky.

The total amount of sugar-cane produced in the United States was in 1850, 236,814,000 lbs.; and in 1860, 230,982,000 lbs., showing a slight decrease in the last decade. The States of Louisiana and Texas produce nearly the whole crop.

Of maple sugar there was produced in 1850, 34,253,436 lbs., and in 1860, 40,120,205 lbs., of which latter amount the States of New York and Vermont produced more than one-half. Of Sorghum molasses the product was 6,749,123 gallons.

The cultivation of rice is limited to a very few States. South Carolina and Georgia produced in 1860, 171,608,180 lbs. The total product of all the States was only 187,167,032 lbs.

The cotton crop for the year ending 31st of August, 1868 was estimated at 2,600,000 bales, being an increase of 300,000 bales over that of the preceding year. Nearly one half of the entire crop was produced in the States Louisiana and Georgia.

Alabama, Mississippi, Tennessee, South Carolina, North Carolina, and Florida ranked next in order according to the quantity of cotton raised.

It may be incidentally mentioned here that of the cotton crop of 1868, 177,000 bales were exported to France, and 1,228,000 bales to England. Nearly 1,000,000 bales were retained for use in American cotton mills, of which there are 86 in the Southern, and upwards of 700 in the Northern States.

The total number of spindles in the United States is estimated at 7,000,000.

The area of the cotton States is estimated at 300,000 square miles. The labour of the coloured people at 500,000 full hands—calculating the labour of the whites at 100,000, and from  $3\frac{1}{2}$  to  $3\frac{3}{4}$  bales to the hand, the cotton crop would amount to 2,250,000 bales. Many of the freedmen have embraced other occupations than that of cotton culture, and found employment as menials, or on the river navigation; and many have emigrated to the Northern and Western States. Moreover, a large portion, stated by some authorities at 1,000,000 of men, were lost during the war, and the first few years that succeeded it.

The restoration of the former prosperity of the Southern States must be gradual. They are undergoing a crisis, the end of which the present generation will probably not live to see.

It is impossible to anticipate large cotton crops for some years to come.

The condition of labour is unsatisfactory, and it has become unprofitable to carry on large plantations. Indeed, most of the cotton crop at present is now furnished by farms that yield from 1 to 5 up to 50 bales.

It should be remarked, however, that a more careful system of planting, and in less

extended plantations, has already resulted in a higher average yield to the acre than formerly.

At the close of the late civil war, and in the midst of the prostration of the Southern States, Congress levied a tax upon cotton which, had it been retained, would have inflicted a very serious blow on the cultivation of the staple.

The amount realized by the Government in 1866 from this source of revenue was 18,409,654 dollars (2,761,448*l.*), and in 1867, 23,769,078 dollars (3,565,361*l.*)

The great need of the Southern States at present is capital and labour, machinery, and an improved process of culture. It is idle to suppose, however, that white labourers can at once prove as efficient hands at raising a cotton crop as were that class of negroes who from early childhood were trained to its culture. The high price obtained for cotton at the close of the war induced a considerable number of capitalists from the Northern States to embark in cotton plantations, but owing to the short crops of 1866 and 1867, combined with the higher rate of wages, they lost money and became discouraged.

The prospects of the South, however, have latterly brightened. Indeed they have seldom of late years been so promising as at present. The Southern planters, in 1866 and 1867 shared with their Northern brethren the general state of depression. They found themselves without money, credit, or implements, and with a disorganized and unreliable labour. The money made by the crop of 1867 went to pay for borrowed capital; but in 1868 the planters started clear and realized a good crop, so that with the excellent one of the present year, the country will be in a state of unusual prosperity.

#### *Agriculture.*

The general mode of cultivation in the United States, when judged by the standard of European countries, may be characterized as extremely defective.

Owing to the marvellous fertility, abundance, and cheapness of land, proprietors make but little effort to prolong the productiveness of their fields either by rotation of crops or by the use of fertilizers.

The excessive production of grain crops with a special view to producing not only a sufficiency for the home market but a surplus for export, is believed to have prejudicially affected the state of American agriculture.

The cultivators of wheat are accused of being less of farmers than of wheat growers, of neglecting suitable rotation of crops, and of persisting in the cultivation of their wheat fields until the soil is exhausted, or utterly consumed by weeds.

Wheat, it is said, is at the mercy of speculators, and railway companies, and commands high prices only when misfortune has visited the wheat fields of Europe.

On the other hand, it is said, in defence of the system (or want of system) of wheat culture in this country, that wheat is raised in the manner best adapted to the circumstances; that high farming involves heavy expenses; and that the fertility and cheapness of lands do not render a strict attention to careful husbandry as is essential in older countries, where the area of land is limited and labour is easily procured.

The gradual shifting westward of the centre of the wheat-growing region is a striking proof of the rapid abandonment of old soils for new ones.

Not many years ago Virginia was classed as the largest wheat-producing State of the Union, but in 1847 Ohio took the first place, with an annual production of 17,000,000 bushels. Pennsylvania, Virginia, and Tennessee ranking next in order on the list.

In 1860 the agricultural wealth of the Western States was developed, and Illinois, with a production of 24,000,000 bushels headed the list of wheat-producing States, Indiana and Wisconsin coming next.

A further change has since taken place, and California and Minnesota and Michigan stand foremost to day as the largest wheat-producing States of America.

The development of California as a wheat-producing State has been truly remarkable. Prior to the year 1854 no wheat was produced there at all; cereals were imported from other parts of the Union and from the South American Republic of Chili.

Within the last few years, however, wheat has been extensively cultivated, and California to-day not only supplies herself with bread-stuffs, but ranks, as already stated, as one of the first grain-exporting States of the Union.

The attention of some sagacious people in California has been turned to the cultivation of timber, and they are planting annually very considerable quantities of wood for future use. Indeed the ruthless destruction of forest-trees that has been going on for many years in this country excites very general concern; and the increasing importation of timber from Canada, in spite of high duties, points to a contraction of the domestic supply of the material.

Wheat is the leading crop of the farmers in the State of Michigan, and farming operations are conducted in the following manner:—

For winter wheat the ground (sward) is ploughed in June, kept free from vegetation by the harrow or cultivator, and cross-ploughed and sown in September. Drill-sowing is generally preferred to broad-cast. Clover-seed is usually sown on the wheat early in spring. If it makes a strong growth it is sometimes grazed lightly in autumn, after the wheat is taken off. The first growth of the next season is usually cut for hay, the second for seed. The second season cut for hay or pastured. The third season wheat is sown as before, or else Indian corn, the latter receiving what manure can be had from the farm; this crop is planted from the middle to the end of May in hills or drills four feet apart, and is cultivated chiefly with horse-hoes. On new and stumpy farms those working one space between rows use horse-hoes drawn by one horse, the horse driven and the implement managed by a man walking; on older farms, free from obstructions, "riding" cultivators are used, they are managed by a man riding on them, and driving two horses attached, working two spaces at once.

On most small farms a few calves are reared annually. They are generally given a little milk to drink daily till ten or twelve weeks old, afterwards they are allowed nothing but grass till winter, when the best farmers feed them with hay (rowen is preferred) and a few oats or roots of some kind.

Sheep, merinos, or high grades of that breed have, until the late low prices of wool, been generally chosen as a surplus stock. The lambs were mostly dropped in April or early in May, and ran with the ewes till about the 1st of September.

Early cut clover or good "second crop" is considered the best winter fodder for sheep, Cattle or horses not absolutely needed in the labour of the farm and for the maintenance of the family are seldom kept.

Stock is generally pastured in Michigan on clover, there being comparatively little permanent pasture.

Of farm lands in cultivation in the State of Michigan, and well adapted to wheat, there are from one-third to one-half under the plough annually. Machinery is used extensively on farms that are clear from stumps, especially mowing, reaping, and threshing machines, the latter generally worked by horses, though portable steam-power is being introduced. Hay-tedders are used to some extent, and horse pitch-forks are common. Stumps are sometimes extracted by machinery. Various kinds of grain drills, corn and potato-planters are likewise in use.

Rice, cotton, sugar-cane, and Indian corn are successfully cultivated in the State of Louisiana. The following is an account of farm operations in that State:—

In the lowlands of the southern portion of the State excellent rice is raised with facility. The crop is usually cultivated by irrigation. It is planted about the month of April, as soon as spring has well set in. The crop is ready for the sickle in August. In places susceptible of irrigation no cultivation is necessary after planting. In upland rice one light hoeing with a little weeding by hand makes the crop. The average yield of rice is about thirty bushels to an acre. A bushel weighs about fifty-six pounds.

*Cotton.*—The great desideratum in the successful culture of cotton is a thorough preparation of the land by deep and close ploughing.

As soon as all danger from late frosts is over the seed is dropped upon well-prepared beds, and lightly covered with a harrow or board. The development of the cotton-ball is gradual. The first frost kills it.

A novel plan has been mooted of cutting off the cotton-balls,—just before the first frost is expected,—with the cotton in them, and sending them to the mills to be ginned there. The cotton, though it would be inferior in quality, would be a gain in quantity, and would come in for mixing with other cotton.

Cotton is planted from the 20th of March to the 10th of April, in drills from four to five feet apart.

When up, the plants are thinned with the hoe. From this time to the month of August the crop requires very constant ploughing and hoeing.

Then the picking commences, which operation is performed by the hand. It ceases about Christmas, when ploughing for the next crop begins. The average yield of cotton throughout the State of Louisiana is about 400 pounds of ginned cotton to the acre.

Sugar-cane is planted in February and March in drills about six feet apart. The whole stalk is planted. From the time of planting it is cultivated with hoe and plough till about the middle of June. Cultivation then ceases. Cutting begins in October. The cane is cut by hand, hauled to the sugar-house and ground. Grinding is generally over by the 20th of December.

The average yield is about 1,800 pounds of sugar and 80 gallons of molasses to an

acre. On a well-managed property the proceeds of the molasses generally pay the expenses of the plantation or farm. Ploughing and planting for the new crop begins as soon as the old crop is cut and ground. About three and a-half cords of wood are consumed in producing a hogshead of 1,200 lbs. net of sugar.

A cord of wood consists of 128 cubic feet of wood.

Where wood is scarce coal is used for the preparation of sugar.

*Indian Corn.*—The cultivation of Indian corn requires only one-fifth the amount of labour demanded by cotton. It is usually drilled about the latter part of March, some five feet apart.

It only needs about one hoeing and three good ploughings afterwards. It is the simplest crop to raise except rice. The cultivation of Indian corn ceases about the end of May. On sugar plantations the Indian corn is harvested just before grinding commences. On cotton plantations it is harvested as the chief crop may afford opportunity. Ploughing for the new crop of Indian corn is conducted concurrently with the new crops of cotton or cane.

Live stock is not generally raised on small properties. Those who raise it allow it to roam at large throughout the year.

In the western portions of the State of Louisiana live stock are raised entirely on the prairies without artificial food or protection, winter or summer, and realize to their owner about 33½ per cent. per annum on his capital.

The use of machinery is increasing in the State of Louisiana.

Cotton is ginned and baled, and sugar-cane converted into sugar by machinery. With the plough and hoe about 12 acres are cultivated by one labourer; on the few places where improved agricultural implements have been introduced the proportion has risen to 30 acres to one hand.

The rotation of crops adopted by many large farmers in the State of Virginia is as follows:—

1. Indian corn.
2. Oats.
3. Clover.
4. Wheat on clover fallow.

The general mode of cultivation is by the plough, hoe, and harrow.

The staple crop of Minnesota is spring wheat, to the culture of which nearly two-thirds of the total tilled area of the State is devoted. No regular system of rotation is followed in that State.

The aggregate value of live stock in the United States rose from 545,180,516 dollars (112,641,635*l.*) in 1850, to 1,089,329,915 dollars (225,068,164*l.*) in 1860, or over 100 per cent. The increase throughout the whole country during the decade was in the following proportion:—

	Per cent.
New England States .. .. .	36
Middle States .. .. .	52
Western States .. .. .	143
Southern States .. .. .	86
Pacific States .. .. .	576

The prevalence of fatal maladies among all varieties of farm animals in the United States results in an estimated annual loss of not less than 50,000,000 dollars (7,500,000*l.*)

The yearly losses in swine are calculated at from 10,000,000 dollars to 15,000,000 dollars (1,500,000*l.* to 2,250,000*l.*) by the disease commonly known as "hog cholera," for which no remedy has been found; it should be observed, however, that veterinary skill is at a very low ebb in this country.

The use of machinery is becoming every day more common in this country in aid of agriculture, especially among the more educated and wealthy class of farmers who have greater command of capital.

The amount of capital invested in agricultural implements and machinery amounted in 1860 to 246,118,141 dollars (50,850,856*l.*) having increased in ten years to 94,530,503 dollars (19,531,096*l.*), or upwards of 63 per cent.; and it may be stated in this place that the cash value of farms under actual cultivation in the United States amounted in 1850 to 3,271,575,426 dollars (675,945,336*l.*), and had increased in 1860 to 6,655,045,007 dollars (1,372,948,183*l.*), or 103 per cent. in ten years.

The majority of American farmers are men of moderate means and unable to invest to any very considerable amount in the purchase of machinery.

It is not, therefore, unusual to meet with persons who, being the possessors of agricultural implements and machinery are engaged in a remunerative trade by making



periodical circuits of certain portions of the country and performing the work on farms by machinery that individual farmers could only otherwise get done by manual labour.

The system of employing "hired labour," except on such special occasions as harvest time, &c., is not universal in the northern portion of this Continent.

In the Southern States the system of "hired labour" is very general on large farms, and consists mainly of negroes.

Prior to the abolition of slavery the negro women worked in the fields, but they have almost entirely ceased doing so at present.

As a general rule, it may be stated that female labour is not employed in agriculture in this country except in certain sections of it that are settled on by Germans, Scandinavians, and Irish.

In the State of Virginia first-class labourers command 10 dollars (1*l.* 10*s.*) a month, or 100 dollars (15*l.*) to 120 dollars (18*l.*) per annum, according to character and capacity. As reapers and mowers they receive 1 dollar 75 cents (5*s.* 3*d.*) to 1 dollar 50 cents (4*s.* 6*d.*) a day with food. For ordinary work they receive 50 cents to 75 cents (1*s.* 6*d.* to 2*s.* 3*d.*) a day and food.

Permanent labourers almost invariably live with, or on the property of, their employers. In all cases food is given.

Females obtain from 5 dollars to 8 dollars (15*s.* to 1*l.* 4*s.*) per month.

Labourers and domestics provide their own clothing; are furnished housing and fuel by their employers, with plenty of wholesome food, which costs for a man from 20 cents to 25 cents (7*d.* to 9*d.*) a day. Some men are provident and thrifty, but very many are unfortunately the reverse.

In the State of Louisiana the daily wages of the agricultural labourer average 60 cents (1*s.* 10*d.*) for men, and 40 cents (1*s.* 2*d.*) for women, besides board and lodging.

The labourers clothe themselves and pay their own doctors' bills. The dwellings of the labourers are usually built by the proprietor in detached cottages.

The capacity of the cotton crop of the United States is measured by the amount that can be picked.

Any delay or loss of time in the picking season is disastrous.

The negroes, though good-natured as a class, are as improvident as children, and are incorrigibly lazy; and now that they are not compelled to work, will jeopardize the success of cotton operations by their indolence.

Were the much-mooted question of the introduction of Chinese as farm hands on the Southern plantations to be carried out, to however limited a degree, it would have the effect of arousing the apathy of the negroes, and perhaps of stimulating them to work.

They are at present too prone to consider themselves "masters of the situation."

In 1860 a good cotton picker would gather from 12 to 15 bales of cotton of 450 lbs. each; under the present condition of labour his average work is reduced to 7 bales.

In short, the available labour power in the Southern States may be stated at about one-half what it was before the war. Moreover, the negroes now assert their freedom of action, by roving from place to place. They flock to cities and towns, thus rendering the acquisition of labour in the fields still more difficult.

There is, consequently, a heavy demand for extra labourers during the busy picking season, who can then obtain about 1 dollar 75 cents (5*s.* 3*d.*) a-day, besides board and lodging. In some parts of Louisiana as much as 3 dollars (9*s.*) a-day have been recently offered on cotton plantations for such extra labourers. Indeed, the State raises more cotton than its limited amount of labour can pick.

It might be supposed that extra compensation would act as an incentive to work, as it does elsewhere; but the negro is controlled more through local attachments and personal preferences than by pecuniary advantages.

The majority of cotton planters give their labourers, in lieu of wages, one-fourth of the gross crop with board and lodging, or one-half of the gross crop with lodging alone.

In South Carolina labourers' wages average 30 cents (11*d.*) to 50 cents (1*s.* 6*d.*), and in Texas 60 cents (1*s.* 10*d.*) a-day.

In Georgia from 10 to 12 dollars (1*l.* 10*s.* to 1*l.* 16*s.*) a-month; the wages of females from 8 to 10 dollars (1*l.* 4*s.* to 1*l.* 10*s.*), and of day labourers 50 cents (1*s.* 6*d.*) a-day.

Labourers' wages are higher in the Northern than in the Southern States of the Union.

During the busy period of the year labourers obtain 1 dollar 50 cents (4*s.* 6*d.*) a-day. In Pennsylvania male labourers generally work by the year or month, and females by the week. The former receive wages at the rate of 250 dollars (37*l.* 10*s.*) a-year with board, and the latter 1 dollar 50 cents (4*s.* 6*d.*) per week with board. Day labourers



obtain 1 dollar 50 cents (4s. 6d.) a-day with board, and 2 dollars (6s.) without board. In the State of New York farm labourers receive about 1 dollar (3s.) a-day.

In the State of Michigan labourers receive from 25 to 30 dollars (3l. 15s. to 4l. 10s.) a-month and board, by the season of six or seven months. Those who work by the day board themselves, receiving from 1 dollar 50 cents to 1 dollar 75 cents (4s. 6d. to 5s. 3d.) a-day, and working only in good weather.

In Minnesota the wages of labourers who live with their employers vary from 18 to 25 dollars per month (2l. 14s. to 3l. 15s.); the wages of hired labourers vary from 1 dollar 25 cents to 2 dollars (3s. 9d. to 6s.) a-day.

In California, labourers live invariably with their employers. The men receive from 5l. to 6l. sterling a-month with board; those employed during the ploughing and harvest season get from 8l. to 11l.

In the State of Indiana farm labourers can earn from 1 dollar (3s.) to 2 dollars (6s.) a-day. In Indiana the proportion of farmers owning land to the number of farm labourers was very great in 1860. There were 158,714 of the former, and only 40,827 of the latter class.

In the State of Rhode Island labourers living with their employers gain on an average 20 dollars (3l.) a-month with, and 35 dollars (5l. 5s.) without board. Females receive about 8 dollars (1l. 4s.) a-month with board.

Proprietors almost invariably live on their properties.

They are as a class well housed, well clad, and enjoy substantial and abundant food.

Indeed, the general circumstances of the rural population in the United States is excellent, and the public schools of the country supply the means of education to all.

The sub-division of land into comparatively small lots must be more advantageous in the densely-populated Atlantic States than in the western portion of this Continent, where a mixed system of husbandry prevails—wheat-growing and stock-raising—and which can be carried on far more profitably on a large than on a small scale.

It may be asserted that the system of land-tenure by small proprietors is regarded in this country with great favour, and that the prevailing public opinion is that the possession of land should be within the reach of the most modest means.

A proprietor of land, however small, acquires a stake in the country, and assumes responsibilities which guarantee his discharging faithfully his duties as a citizen.

### *Tenancy.*

As previously stated, tenancy cannot be said to exist as a system in the United States.

There are, however, exceptions to the rule.

In Massachusetts farms of various sizes are rented, varying from 30 to 500 acres. There is no general system for renting them. They are frequently let on shares.

In California lands are let to tenants amounting to seldom less than 80, and sometimes to as much as 8,000 acres. No lease of agricultural land can be let for a longer term than ten years.

By act of the Constitution of the State of New York adopted in 1846, it is declared "that all feudal tenures are abolished, except rents and services heretofore lawfully created or reserved. No lease or grant of agricultural land for a longer period than twelve years, in which shall be reserved any rent or service of any kind, shall be valid. All fines, quarter sales, or other restraints or alienation of land shall be invalid hereafter."

The Constitution adopted in Michigan in 1850 provides that—

"No lease or grant hereafter in agricultural land for a longer period than twelve years reserving any rent or service of any kind shall be valid." Lands are appropriated by the Constitution for the support of agricultural schools; but no facilities are given to individuals in the way of loans to purchase land.

The lands belonging to the State which have been ceded by the Federal Government are generally sold for a portion cash, and the rest on credit with interest.

Tenancy is created both by parol and by written agreement; but most generally by the latter.

Long terms are not usual in the leasing of farm lands.

When no written agreement has been made the law declares that the tenant shall quit by notice.

Should he refuse to do so, the matter goes before the Competent Tribunal. If a tenant pays rent half-yearly, he is entitled to three months' notice, and if annually to six months' notice.

In the State of Pennsylvania, in cases where any lease exceeds three years, if not in writing, and signed by the parties, it has only the effect of a lease at will, terminating at the end of a year.

When there is no agreement as to the time, the presumption of law is that it is a lease for one year.

In the State of Rhode Island nearly the same rule applies. See revised Statutes annexed to this Report, cap. 205.

A written agreement of lease may be recorded in the office for the recording of leases, if the parties to it make a written acknowledgment before a Justice of the Peace that it is their act and deed, and that they desire to have it recorded as such.

This is seldom done, however, except in cases of long terms.

Tenants are not considered as having a right to stay on their holdings continuously without the landlord's consent.

If a tenant is permitted to possess the land without molestation for a month after the expiration of his lease, the law presumes a revival of the lease for one whole year, but no longer.

The lessee's qualified temporary interest may by law be assigned at will in the absence of a contrary agreement with the landlord.

The transferee takes the land under the conditions previously imposed upon the transferor.

### *Rent.*

The amount of rent is fixed by agreement, and is payable in money or in shares of produce; say, one-fourth to one-fifth of the crop, as the parties may contract.

Formerly, tenancies were frequently fixed to be paid by kind, but they have been in most instances commuted for the money value of the articles that had to be given. As an example of such payment by kind may be cited a farm of 174 acres in the State of New York (one of the Livingstone Manor farms) which was leased for twenty bushels of wheat and six hens annually, and that has since been commuted into a 50 dollars (7*l.* 10*s.*) a-year rental.

In the Southern States it has become usual to let out farms to tenants on condition of receiving as rent some agricultural produce.

A prevalent mode of letting land in Virginia is as follows:—

A landowner, say, lets his farm,—may be of 700 acres,—to a tenant for one year, and receives as rent two-fifths of the agricultural produce, such as grain, hay, &c., and one-half of the fruit, poultry, and produce of live stock; the tenant takes the remainder, works the farm, and finds his own agricultural implements.

In cases where the landowner *only* gives the land, the labourer becomes practically a tenant, paying one-quarter of the cotton and one-third of the corn as rent, and keeping fences, &c., in repair, and finding his own teams, tools, seeds, &c. If the landowner furnishes the latter articles the crops are divided.

In the wages system the monthly pay varies from 5 to 15 dollars (15*s.* to 2*l.* 5*s.*), sometimes more according to the value of the labourer, and whether rations are given or not. Payments are, in most cases, made yearly—pay day coming just before Christmas.

Occasionally the planters give the hands half of each week and all the land they can cultivate to themselves, paying wages for the remaining three days.

As a general rule, in this country, proprietors pay the taxes. The contract is usually a written one. If both parties are agreeable, the contract is continued year by year; if not, three to six months' notice must be given, which condition is inserted in the contract.

The amount of rent is usually regulated by competition.

Money rents are generally payable quarterly or half-yearly.

There is no legal restriction upon the amount of rent which a landlord may demand. The amount is fixed by agreement. The terms of a contract, when once made, cannot be arbitrarily altered; and if the tenant remains in the land after the expiration of his lease, he can only be held for the same amount of rent named in the lease.

The legal means for the recovery of rent and other claims in most of the States is by process of the common law remedy of distress by the landlord, of replevin by the tenant. In some of the States the landlord is driven to a summary proceeding to establish the amount due, and this amount is a preferred lien on the tenant's property on the premises, or wherever the same may be found, if removed after proceedings commenced.

In the State of Maryland, property can be pursued for thirty days, and the rent recovered by its sale, even if it has passed into other occupancy.

*Evictions.*

Evictions of tenants holding over, or where leases have been forfeited by their own terms and conditions for non-payment of rent or other cause stipulated between the parties, are by a summary process before a Justice of the Peace, usually with right of trial by jury, if the matter in controversy be of the value of 20 dollars (3*l.*). These proceedings are ordinarily terminable in ten days; in some of the States in less time.

The case takes the ordinary course of trial at common law.

No special Statutes exist according time to tenants to redeem, but the equitable jurisdiction to relieve against forfeitures obtains in most, if not all, of the States upon the same principle as prevails in England.

Evictions are of very rare occurrence in the United States, at least among farmers; among mechanics and persons living in rented dwellings they sometimes take place. Evictions are generally caused from default of rent.

*Repairs.*

Permanent repairs are usually made by the landlord. The law recognizes no right in the tenant to any improvement made except under covenant in his lease.

*Improvements.*

Improvements made upon buildings become part of the real estate and the property of the landlord. Improvements and fixtures made by the tenant, for the purpose of trade and commerce, are removable by him. Otherwise the subject is regulated by the convention of the parties, and not by legislation.

It is frequently stipulated in the agreement for the landlord to take the improvements made on a leased property, or the tenant to buy the ground, each at an appraised value, at some specified time.

Tenants have no means of raising loans for the improvement of the farms leased by them: from the Government, or banks chartered by the Government or by special law.

If a tenant raises money for the improvement of the farm he occupies, he must raise it on his personal credit, or that of his friends, from neighbours or banks.

Loans would in this case require the same conditions as in other transactions, and be contracted at the rate of interest obtaining in the particular State where contracted.

Tenures resembling the copyholds of England are unknown in this country. But two kinds of tenure exist—that of absolute ownership, and that of lessee.

The relations between landlords and tenants are, as a rule, friendly and beneficial, resting upon law, and not upon custom. No legislative interference is required.

The mode of cultivation by tenants is the ordinary and general mode of cultivation of farm land.

Where there is sufficient fertility to make grain or grass growing profitable, the cultivation of the farm, employment of labour, mode and standard of living, solvency, independence, and general circumstances and character of the tenants, are about equal to that of the small proprietors.

There is in the farming districts scarcely any perceptible difference in any respect between those who live on rented farms and those who farm their own lands, except perhaps in the superior credit that a landowner commands in money transactions arising from the ownership of real estate. Tenants may, to some extent, live a little more generously and freer from care than many of those who own land.

Many of the landowners in this country are persons who, by their own industry and rigid economy, have accumulated some funds, with which they have bought, and but partially paid for, the land they own. In all such cases, it requires persistent effort and close economy for years to clear off the remaining debt.

Tenants receive no assistance by law, public credit, or otherwise to become owners of their holdings or other farms.

A tenant is entirely dependent on his own exertions and personal credit in the matter of buying property.

Endeavours to obtain real estate are very frequent, and although the respective Governments of the different States of the Union may desire to encourage those endeavours, legislation for the purpose has never been made.

A very large portion of the farm lands in this country are owned by men who have in their early life been tenants; and among the industrious and frugal of the tenants the great object of their exertions is to become landlords.

Whilst practically any one man may acquire as much land as he can pay for, yet the whole tendency and effect of the laws of this country are conducive to dispersion and multitudinous ownership of land.

The several States, and the Government of the United States grant their lands in limited quantities; and under the laws of descent lands descend to the children, irrespective of sex, in equal shares; and the laws of partition provide for a division of the lands into as many parts as there are interests where it can be done without prejudice.

In many European countries the sale and transfer of land are so hampered by legal complications, and entail such heavy expenses as frequently to discourage such operations. In the United States, on the contrary, the sale and transfer of land are conducted with about the same ease as would be the sale of a watch.

An instance could be cited of an estate (in one of the Western States) that consisted of real property worth more than 1,000,000 dollars (206,612*l.*), and personal property valued at 400,000 dollars (82,644*l.*), which was left by the testator to his children; his son and son-in-law were the executors. Within three months after his death, the property, real and personal, was divided among his heirs, each entering into full possession of his share, all the necessary legal formalities were fulfilled, and the whole expense of Probate and other fees, cost of registering and engrossing the several deeds of partition, and all other papers, and every expense did not exceed the sum of 150 dollars (22*l.* 10*s.*). Of course Probate and succession duties are not included. They are new in this country, and rank as unfortunate legacies of the late war; nor can their continuance be looked upon as permanent in a country where the policy obtains of paying off as speedily as possible the national debt.

In cases where estates are saddled with debt more time is necessarily required for their administration.

Sometimes heirs are dissatisfied, and choose to apply to the laws, which frequently causes delay, and no little amount of expense.

Very large quantities of land are seldom held in this country, undivided, by one family for more than one or two generations.

A noted instance may be cited in the case of the Livingstone family, whose noble domain in the State of New York, embracing upwards of 160,000 acres, and which was granted to them, under patent of the Crown, by the Colonial Governor, was divided in 1790 by the third and last landlord of the manor, he being imbued by the progress of advancing ideas, and the changing character of American institutions.

It is worthy of remark that in this country the same reluctance is not felt, as in Europe, to parting with family lands.

In closing this report let one or two instances, out of very many, be given of the facility with which emigrants acquire real estate in this country.

A. B. was a young Irishman who came to America in 1848. He was first employed in a foundry at 75 cents gold (3*s.* 1*d.*) a-day, which were then the wages of a day labourer. As he became a more skilled workman his pay was increased. In 1859 he owned, free from debt, a house and lot worth 3,000 dollars (620*l.*), and was an Alderman of a rising city, and clerk of the county at a salary averaging, with fees, from 1,500 to 2,500 dollars (310*l.* to 516*l.*) a-year.

C. D. was a porter and day labourer, rarely earning more than 75 cents (3*s.* 1*d.*) a-day. In 1844 he bought in the State of Michigan a lot of land which was then worth 300 dollars gold (62*l.*), but is now worth 1,200 dollars currency (180*l.*), for which he agreed to pay 10 per cent. and 30 dollars gold (6*l.* 4*s.*) cash, and the remainder within ten years, with annual interest at 7 per cent. He paid for the lot out of his daily earnings within five years, and since that time has purchased other lands. He now owns about 7,000 dollars (1,050*l.*) worth of landed property. This man, besides accumulating this estate, has brought to this country three brothers from Ireland.

In the year 1862 a gentleman having become possessed of 7,000 acres of wild land in the State of New York, parcelled them out in lots of from 20 to 60 acres each.

The larger proportion of them he disposed of to Irishmen (who had little or no money) on contracts for six years, with one-sixth payable of the cost of the land at the end of each year.

These Irishmen constructed for themselves huts of log, cut on the spot, made a clearing for a garden, sold the wood at the nearest village, and by hard work, and stimulated by the certainty of owning a home at the end of six years managed to meet their payments. Forty acres of land at 10 dollars (1*l.* 10*s.*), the acre amounts to 400 dollars (60*l.*), or 66 dollars 66 cents (10*l.*) a year.

The first year which was the hardest, and the first winter which was the hardest o

all, an agent on the property was instructed to lend a helping hand and supply provisions whenever there was actual necessity.

At the expiration of the six years, out of several hundred contracts, there have been only two failures.

The men, from wild turbulent fellows, have become quiet, sober and law-abiding citizens.

By the time the contracts are due and paid and the land deeded in fee, most of the men have their land clear, and in good order with decent log houses.

The same landowner has frequently sold to Irishmen lots of land for from 300 to 400 dollars (45*l.* to 60*l.*), three-fourths on mortgage.

The men have managed in a year or two to get up a "shanty," work hard, and in a few years, by saving, have it clear; and in ten years from the start own a nice little property and have money in the savings' bank.

Many indeed are the examples that could be cited of Irishmen who from small beginnings have become land holders in this country.

All the instances present the same features.

May not some of the discontent that has been ripening in the minds of Irishmen, (since their great Exodus in 1848,) towards British Institutions and the system of land tenure in Ireland be partially traced to the easy acquisition of real estate in the United States?

How many thousand of penniless emigrants have landed on the shores of America, and at the end of a few years found themselves in possession of fertile acres that they could call their own?

How many invidious comparisons must have been drawn; how many earnest appeals been made, by a generous but unreasoning people, to their brethren at home to hasten to a land where their social position could be so speedily transformed?

(Signed) FRANCIS CLARE FORD.

*British Legation, Washington, November 25, 1869.*

P.S.—Throughout this report the gold dollar has been reckoned at 4 dollars 84 cents to the £ sterling.

The currency dollar at the rate of 3*s.* to the dollar.

F. C. F.

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#### Annexes.

##### *Copy of a Lease, with a Proof of Record in it.*

THIS Indenture, made the first day of May, in the year of our Lord one thousand eight hundred and sixty-three, between John Tyson of the County of Bergen in the State of New Jersey, and Susan A. his wife, of the first part; and Carroll Livingston of the county of Richmond in the State of New York, of the second part: witnesseth, that the said parties of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said party of the second part, his executors, administrators, and assigns, to be paid, kept and performed, have granted, demised, and to farm letten, and by these presents do grant, demise, and to farm let, unto the said party of the second part, his executors, administrators, and assigns, all that certain lot piece or parcel of land with the dwelling-house and other improvements thereon erected, situate, lying and being in the town of Castleton, county of Richmond and State of New York, bounded and described as follows, to wit: beginning on the northerly side of Richmond Terrace at the easterly line of land of the Sailors Snug Harbour, and running thence eastwardly along the northerly side of said Richmond Terrace one hundred and twenty feet to land now or late of Thomas E. Davis, thence northwardly along his land one hundred and fifty feet more or less to low water mark on the shore of Kill Van Kull, thence westwardly along low water mark one hundred and twenty feet more or less to land of the Sailors Snug Harbour, and thence southwardly along the said land of the Sailors Snug Harbour one hundred and fifty feet more or less to the place of beginning. To have and to hold the said above-mentioned and described premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, from the first day of May, one thousand eight hundred and sixty-three, for and during, and until the full end and term of the natural lives of the said parties of the first part or the survivor of them thence next ensuing, and fully to be complete and ended, yielding and paying, therefore, unto the said parties

of the first part, their heirs or assigns, yearly, and every year during the said term hereby granted, the yearly rent or sum of two hundred dollars lawful money of the United States of America, in equal quarter yearly payments, to wit: on the first day of May, August, November, and February, in each and every of the said years; provided always, nevertheless, that if the yearly rent above reserved, or any part thereof, shall be behind or unpaid on any day of payment whereon the same ought to be paid as aforesaid; or if default shall be made in any of the covenants herein contained, on the part and behalf of the said party of the second part his executors, administrators, and assigns, to be paid, kept and performed, then and from thenceforth it shall and may be lawful for the said parties of the first part, their heirs or assigns, into and upon the said demised premises, and every part thereof, wholly to re-enter and remove all persons therefrom, and the same to have again, re-possess and enjoy, as in their first and former estate, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. And the said party of the second part, for himself, his heirs, executors and administrators, doth hereby covenant and agree, to and with the said parties of the first part, their heirs and assigns, by these presents, that the said party of the second part, his executors, administrators or assigns, shall and will yearly and every year during the said term hereby granted, well and truly pay, or cause to be paid, unto the said parties of the first part, their heirs or assigns, the said yearly rent above reserved, on the days and in the manner limited and prescribed as aforesaid, for the payment thereof, without any deduction, fraud or delay, according to the true intent and meaning of these presents. And the said party of the second part doth further covenant, promise, and agree to and with the said parties of the first part, that he will keep the premises with the buildings, fences, and other improvements thereon erected in good tenantable order and repair at his own expense during said term. That he will keep the buildings thereon erected insured in some good and responsible Insurance Company against loss or damage by fire to the amount of one thousand dollars in the names of the said parties of the first part, and that he will pay the premiums thereon during the said term. That he will also pay all taxes and assessments which shall or may be assessed or imposed upon said premises during said term. And that on the last day of the said term, or other sooner determination of the estate hereby granted the said party of the second part, his executors, administrators, or assigns, shall and will peaceably and quietly leave, surrender and yield up unto the said parties of the first part, their heirs or assigns, all and singular the said demised premises. And that said parties of the first part, for themselves, their heirs, executors and administrators, do covenant and agree to and with the said party of the second part, his executors, administrators and assigns, by these presents, that the said party of the second part, his executors, administrators or assigns, paying the said yearly rent above reserved, and performing the covenants and agreements aforesaid on his and their part, the said party of the second part, his executors, administrators and assigns, shall and may at all times during the said term hereby granted, peaceably and quietly have, hold, and enjoy the said demised premises, without any manner of let, suit, trouble, or hindrance of or from the said parties of the first part, their heirs or assigns, or any other person or persons whomsoever.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

(L.S.)	JOHN TYSON.
(L.S.)	SUSAN A. TYSON.
(L.S.)	CARROLL LIVINGSTON.

Sealed and delivered in the presence of the words "or the survivor of them" on first page interlined before execution.

(Signed)           FREDERIC BULL.

City and county of New York, on the twenty-fifth day of June, one thousand eight hundred and sixty-three, before me, personally appeared, John Tyson, and Susan A., his wife, and Carroll Livingston, to me known to be the persons described in, and who executed the foregoing lease, and severally acknowledged that they executed the same; and the said Susan A., on a private examination by me, apart from her husband, acknowledged that she executed the said lease freely, and without any force or compulsion of her said husband.

(Signed)           FREDERIC BULL, *Notary Public.*

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State of New York,  
City and County of New York, } ss.

I, Henry W. Genet, clerk of the city and county of New York, and also clerk of the Supreme Court for the said city and county, the same being a Court of Record, do hereby certify, that Frederic Bull, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledgment, a Notary Public in and for the city and county of New York, dwelling in the said city, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the hand-writing of such Notary Public, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged, according to the Law of the State of New York.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court and county, the 26th day of June, 1863.

(L.S.) H. W. GENET, Clerk.

SAMPLE of Examination of Chain of Title.

1854.	Eugene Cruger, and James M. Pendleton, to Theophilus A. Gill.	Deed dated March 10, 1854. Cons., 1 dollar. Recd., Lib. 649, p. 546, 13th March, 1854.
	Conveys house and lot in First Ward of the City of New York, bounded southerly in front by Cedar Street.	
1855.	Eugene Cruger, and Jane Mary his wife, to John C. Cruger.	Quit-claim deed, dated 2nd April, 1855. Cons., 1 dollar. Recd., Lib. 692, p. 146, 10th July, 1855.
	Quit-claims house and lot in Second Ward of the City of New York, on the south-easterly side of William Street, known at that time by the No. 162, William Street. Also, warehouse and lot in First Ward of the City of New York, on the south-easterly side of Front Street, known at that time by the No. 103, Front Street.	
1856.	Eugene Cruger, and Jane Mary his wife, to John C. Cruger.	Quit-claim deed dated 12th January, 1856. Cons., 1 dollar. Recd., Lib. 695, p. 635, 23rd February, 1856.
	Quit-claims warehouse and lot in the First Ward of the City of New York, on the north-easterly side of Jones Lane, known at that time by the No. 2, Jones Lane.	
1859.	Alexander Hamilton, Jun., Eugene Cruger, and Jane Mary his wife. William Jauncey, and James Jauncey.	Deed of Agreement, dated 25th September, 1859. Recd., Lib. 795, p. 274, Nov. 4, 1859.
	Agreement relative to Jauncey Court.	
1855.	John C. Cruger, and Eugene Cruger, to Augustus James.	Deed of confirmation, dated June 1855. Cons., 1 dollar. Rec., Lib. 487 of Mortgs., p. 581, 13th July, 1855.
	Confirms mortgage executed by John C. Cruger, and Eugene Cruger, to James M. Pendleton, for 18,500 dollars, on house and lot No. 72, Broadway, and since cancelled.	
1857.	John C. Cruger, and Eugene Cruger, and Jane Mary his wife, to Edward Minturn.	Mortg. dated 1st January, 1857. Recd., Lib. 529, p. 390, 19th March, 1857.
	Mortgages store and lot of ground then known by the No. 164, South Street, in the City of New York, and distinguished on a map of property in the Fourth Ward, belonging to the estate of Joshua Jones, deceased, on file in Register's Office by the letter Q, to secure payment of the sum of 7,000 dollars and interest, on 1st January, 1860.	

1857.	John C. Cruger, Eugene Cruger and wife, to Edward Minturn.	Mortgage dated 1st March, 1857. Recd., Lib. 534, p. 191, 21st April, 1857.
	Mortgages store and lot of ground in Third Ward of the City of New York, on the north-easterly side of Vesey Street, then known by the No. 98, Vesey Street, to secure the payment of 7,000 dollars and interest, on 1st March, 1860. This mortgage has since been assigned to W. H. Aspinwall, trustee, &c.	
1857.	John C. Cruger, Eugene Cruger, and wife, to Edward Minturn.	Mortgage dated 1st January, 1857. Recd., Lib. 536, p. 341, 27th May, 1857.
	Mortgages house and lot in the Fourth Ward of the City of New York, on the northerly side of Water Street, and then known by the No. 282, Water Street, for 7,000 dollars and interest, payable on 1st January, 1860. This mortgage has since been assigned to the United States' Life Insurance Company, in the City of New York.	
1857.	John C. Cruger, Eugene Cruger, and wife, to Edward Minturn.	Mortgage dated 1st December, 1857. Recd., Lib. 553, p. 387, 6th January, 1858.
	Mortgages store and lot in Third Ward of the City of New York, on the north-easterly side of Vesey Street, then known by the No. 96, Vesey Street, to secure the payment of 9,000 dollars and interest, on 1st December, 1860.	
1858.	John C. Cruger, Eugene Cruger, and wife, to Edouard Bossange.	Mortgage dated 20th October, 1858. Recd., Lib. 578, p. 112, 11th November, 1858.
	Mortgages store and lot in First Ward of the City of New York, on south-easterly side of Broadway, then known as No. 72, Broadway, to secure payment of 28,571 dollars 50 cents, and interest, on 5th November, 1863.	

The Register of the City and County of New York will please search in his office for mortgages, conveyances, and all other incumbrances affecting property in the city and county of New York, against Eugene Cruger, from 1st January, 1852, to date of return, and certify result in writing, for W. L. Livingston, 41, Wall Street.

See Conveyances, lib. 649, p. 546; lib. 692, p. 146; lib. 695, p. 635; lib. 795, p. 274.

See Mortgages, lib. 487, p. 581; lib. 529, p. 390; lib. 534, p. 191; lib. 536, p. 341; lib. 553, p. 387; lib. 578, p. 162.

Nothing else found.

(1 dollar 45 cents.)

January 2, 1864, 9 A.M.  
(Signed) L. L. WATTS, Deputy Registrar.

Nothing else found.

(25 cents.)

January 16, 1864, 9 A.M.  
(Signed) L. H. WATTS, Deputy Registrar.

*Blank Form of Deed of Conveyance.*

Sale No.

Deed No.

KNOW all men by these presents, that Henry Ledyard, and Matilda C., his wife, by Henry Ledyard, her attorney, of Newport, in the State of Rhode Island for and in consideration of the sum of \_\_\_\_\_ dollars, to them paid before the delivery hereof, and the receipt whereof is hereby acknowledged, do hereby grant and sell unto \_\_\_\_\_ the following parcel of land, situated in the city of Detroit, and known as lot \_\_\_\_\_ numbered \_\_\_\_\_ in block \_\_\_\_\_ numbered \_\_\_\_\_ in the western addition to the city of Detroit, of part of the Cass Farm, according to the plan thereof, as recorded in the Registry of Deeds for the City of Detroit, in book \_\_\_\_\_, page \_\_\_\_\_, be the contents of the said lot more or less: To have and to hold the said parcel of land, to \_\_\_\_\_ the said \_\_\_\_\_ and to \_\_\_\_\_ heirs and assigns, forever.



And the said Henry Ledyard, and Matilda C., his wife, for themselves and their heirs, do hereby covenant with the said heirs and assigns, that they will warrant and defend the said premises against the lawful claim or claims of any person whomsoever; excepting, however, from this warranty, any claim which may exist against said premises arising out of unpaid taxes and assessments laid on said premises since the day of 186 , the date of the contract of sale of said premises to

In witness whereof, they, the said Henry Ledyard, and Matilda C., his wife, by Henry Ledyard, her attorney, have hereunto set their hands and seals, at Newport aforesaid, the day of in the year of our Lord one thousand eight hundred and sixty-

Signed, sealed, and delivered, in presence of

State of  
County of }

Before me, a Commissioner in and for the State of Michigan, appointed by the Governor of the State of Michigan, to take acknowledgment and proof of deeds and instruments under seal, to be used and recorded in said State of Michigan, personally appeared Henry Ledyard and Matilda C., his wife, the persons who executed the within instrument, and acknowledged the same to be their free act and deed.

Given under my hand and seal at in the State of  
this day of A.D. 186 .

*Commissioner for the State of Michigan, in and  
for the State of*

Copy of a Contract of Purchase and Sale of Property to be Consummated on the Execution of a Deed after Full Payment.

Sale No. ....  
 Contract No. ....  
 Date .....  
 Lot .....  
 Block .....  
 Amount .....

SALE No. .... CONTRACT No. ....

THIS CONTRACT Made the..... day of..... in the year of our Lord one thousand eight hundred and ..... between MATILDA C. LEDYARD, by HENRY LEDYARD, her Attorney, ..... party of the first part, and ..... party of the second part, WITNESSETH, as follows:

FIRST.—The said party of the first part, in consideration of the sum of..... to be paid to the said party of the first part, and of the covenants to be performed by the said party of the second part, as hereinafter expressed, hereby agrees to sell to the said party of the second part, all th certain lot of land numbered ...

in Block numbered..... in the Western Addition to the City of Detroit of part of Cass Farm, according to the plan thereof, as recorded in the Registry of Deeds for the City of Detroit, in Book..... page.....

SECOND.—The said party of the second part, in consideration of the covenants herein contained on behalf of the said party of the first part, agree to purchase of the said party of the first part, the above described Land, and to pay for the same to the said party of the first part, or..... legal representatives, the sum of..... in manner following, that is to say:

with interest, to be computed from the date of these presents, at and after the rate of seven per centum per annum, on the whole sum that shall be from time to time unpaid, and to be paid semi-annually; both principal and interest to be paid to the agent of the party of the first part, at his office. And also, that..... will enter said lot for taxation in..... own name, and so long as any part of the principal or interest of the said consideration money remains unpaid, well and faithfully, in due season, in each and every year, pay, or cause to be paid, all taxes and assessments, ordinary and extraordinary, that may, for any purpose whatever, be levied or assessed on said premises, or on this contract; and, also, that..... will erect and fully complete on..... said lot, within..... from date,..... good and well built..... house, worth at least..... dollars, to be determined, if necessary, by two persons, one to be chosen by each of the parties, who may associate an umpire, if they cannot agree, and to insure the same to the amount of..... dollars, in some insurance company, to be approved by said party of the first part, and to assign and deliver the policy to said party of the first part, to hold as collateral security until he shall have paid one-half the purchase money and interest due on said lot.

And that the buildings and improvements placed and made upon said lot by or under said..... representatives or assigns, shall remain thereon as a further and additional security for the execution of the covenants herein contained on the part of the said..... unless said party of the first part, or some other person authorized thereto, shall consent, in writing, to the removal of such buildings and improvements, or any part thereof.

THIRD.—The said party of the first part further covenants and agrees with the said party of the second part, that upon the faithful performance by the said party of the second part, of the covenants and agreements by..... to be performed, and upon the payment of the several sums of money above mentioned, and the interest thereon, at the times, and in the manner, and at the place above mentioned, to the said party of the first part, that thereupon the said party of the first part will well and faithfully execute and deliver a good and sufficient deed of deeds, and thereby convey to the said party of the second part..... heirs and assigns, a good and unincumbered title in fee simple, to the above described premises, with their appurtenances.

FOURTH.—It is MUTUALLY COVENANTED AND AGREED, By and between the said parties hereto, that the said party of the second part may immediately enter on the said land, and remain thereon as long as..... shall fulfil and perform all the agreements hereinbefore mentioned, on..... part, to be fulfilled and performed and no longer, except as hereinafter provided. And in case of default shall be made in any of the payments of principal or interest, or in the performance of any covenant herein assumed by the party of the second part, at the time, or any of the times above specified for the payment and performance thereof, and for sixty days thereafter, this agreement, and all the preceding provisions hereof, shall be null and void, and no longer binding, at the option of the party of the first part, her representatives or assigns; and all the payments which shall then have been made hereon, or in pursuance hereof, shall be absolutely and forever forfeited to the said party of the first part. And it shall be lawful for the said party of the first part, at any time thereafter, to sell and convey the said land, or any part thereof, to any other person whomsoever; and the said party of the first part shall not be liable in any way nor to any person, to refund any part of the money which she may have received on this contract, nor for any damages on account of such sale; or at the election of the said party of the first part, her representatives and assigns, the covenants and liability of the party of the second part shall continue and remain obligatory upon the said party of the second part, and may be enforced, and the said consideration money, and every part thereof, with the annual interest, as above specified, be collected by proper proceedings in law or equity, from the said party of the second part,..... heirs, executors, administrators, or assigns. And it is hereby expressly understood and declared, that time is and shall be deemed and taken as of the very essence of this contract, and that unless the same shall, in all respects, be complied with by the said party of the second part, at the respective times and in the manner above limited and declared, that the said party of the second part shall lose and be debarred from all rights, remedies, or actions, either in law or equity, upon or under this contract.

AND IT IS FURTHER MUTUALLY COVENANTED AND AGREED, By and between the parties hereto, that in case of default in the covenants stipulated to be performed by the said party of the second part, or any part thereof, and the election of the party of the first part, her representatives or assigns, to consider the foregoing contract of sale at an end, and prior payments forfeited, a declaration of such election may be made by a brief notice thereof, addressed to the party of the second part, and deposited in the Post Office of the City of Detroit, Michigan, and this shall constitute a good and sufficient notice and service thereof. The said party of the second part,..... heirs, representatives, or assigns, who may have possession, or the right of possession of said premises at the time of such default and notice, or at any time thereafter, shall be considered, and are hereby agreed and declared to be, in law and equity, the tenant and tenants of the said party of the first part, her representatives and assigns, on a rent equal to an interest of..... per cent. per annum on the whole amount of the purchase money above specified, payable quarter-yearly from the day of such default in payment of principal and interest. And after such default in payment, and election to consider the above contract of sale as void, the said party of the first part, her representatives and assigns shall and may have and exercise all the powers, rights, and remedies, provided by law or equity, to collect such rent, or to remove such tenant or tenants, the same as if the relation of the landlord and tenant, hereby declared, were created by an original absolute lease, for that sole purpose, on a specified rent, payable quarterly, on a tenure at will. And that in such case, the said tenant or tenants shall, and will pay, or cause to be paid, all taxes and assessments, ordinary and extraordinary, which may be laid or assessed on said premises, or any part thereof, during the continuance of such tenancy; and will not commit or suffer any waste or damage to said premises, or the appurtenances, but will keep and deliver up, on the termination of such tenancy, the said premises and appurtenances, in as good order and repair (ordinary wear and decay, and unavoidable injury by the elements excepted), as they were at the commencement of such tenancy.

AND IT IS FURTHER AGREED, That no sale, transfer, assignment, or pledge of this Contract shall be made, nor if made shall it be in any manner binding upon the party of the first part, unless she first consent, in writing hereon, to such sale, transfer, assignment, or pledge.

In WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in Presence of

}

..... (L. S.)  
 ..... (L. S.)  
 ..... (L. S.)  
 ..... (L. S.)

Inclosure 2 in No. 20.

*Memorandum respecting Tenure and Occupation of Land in Massachusetts.*

THE State of Massachusetts contains 7,800 square miles, or 4,992,000 acres. The population, according to the last State census, which was taken in 1865, was 1,267,031: the total number of males above 15 years of age was 362,373; of these 52,637 are classed as labourers, and 59,116 as agriculturists. The last United States' census shows that there were in 1860 in this State 45,204 farmers to 17,430 farm-labourers; in the whole of the United States and their territories there were at the same date 2,423,893 farmers to 795,679 farm-labourers. These last figures show clearly that the system of land occupation in this country is by small proprietors; tenants under proprietors are rare, and sub-tenants under intermediate tenants are almost wholly unknown.

Census of Massachusetts, 1865.  
Page 141.  
United States' Census, 1860.

In population to the square mile, Massachusetts has always been first among the States of the Union; the number in 1860 being 157.83. From 1850-60, a normal period, the rate of increase was 23.79 per cent. During the 10 years from 1855 to 1865 it amounted only to 11.89 per cent.; and during the period from 1860 to 1865, which included the civil war, the rate fell off to 2.92 per cent. It is chiefly among the agricultural towns that this decrease is taking place, whereas the increase has been confined almost entirely to the manufacturing towns, or to those in the vicinity of Boston. There is a tendency among the smaller towns to lose population, which at the same time seems to be attracted towards the larger cities by the manufactories which are daily attaining an increased development in these centres of population. As a rule, the soil of Massachusetts is poor, and land in the vicinity of cities commands a price for residential purposes far above its agricultural value; hence agricultural industry naturally seeks in more favoured parts of the Union a field not already preoccupied, and above all more productive. The occurrence of rent will always be rare so long as such vast quantities of land remain in the West to be had almost for the asking.

Census of Massachusetts, 1865.  
Page 272.

In 1860 the acreage of land in farms and the cash value stood as follows:—

					Dollars.
Improved ..	..	..	..	..	2,155,512
Unimproved ..	..	..	..	..	1,183,212
Cash Value ..	..	..	..	..	128,255,948

United States' Census, 1860, page xxxi, Introduction.

Massachusetts, which in 1850 was the twenty-eighth wheat-producing State, had declined in 1860 to the thirtieth place, giving 119,783 bushels against 31,211 in 1850,—an increase of 88,572. In the New England States the production of wheat in 1850 was 13 quarts to each inhabitant, and in 1860 only 11 quarts. New England is almost entirely dependent on the Western States for breadstuffs; their production, owing to the poorness of the soil, will not procure a price equal to the labour.

No regular rotation of crops can be said to exist in this State; it can hardly indeed be regarded as an agricultural State at all; the sub-divisions of land being very small, and, as a rule, cultivated by the proprietors themselves, are treated as market-gardens rather than as farms in the English sense of the word. In the more fertile portions of the State, and particularly in the Connecticut Valley, a large quantity of tobacco is grown, which, owing to the skill and care employed in its cultivation, is of a very good quality; it is mostly exported to Cuba, where it is used in making the interior of the Havana cigars. In 1865 the amount of tobacco grown was 9,361,641 pounds.

"Industry of Massachusetts," page 760.

The subjoined Table, taken from the United States' census of 1860, shows the acreage of farms in Massachusetts in that year:—

Acres.		Number of Farms.
3 and under	10 .. .. .	2,032
10 "	20 .. .. .	4,196
20 "	50 .. .. .	11,765
50 "	100 .. .. .	10,831
100 "	500 .. .. .	6,370
500 "	1,000 .. .. .	29
1,000 and over	.. .. .	0

United States' Census, 1860. Volume on Agriculture, page 202.

The average number of acres to each farm was 94.

*Law of Descent.*

When a person dies seised of real property, not having lawfully devised the same, it descends, subject to his debts and to the exceptions as regards homesteads subsequently mentioned, in the following manner:—

General Statutes of Massachusetts, 1860, chap. 91.

1. In equal shares to his children and the issue of any deceased child by right of representation.

2. If he leaves no issue, then to his father.

3. If he leaves no issue nor father, then in equal shares to his mother, brothers, and sisters, and to the children of any deceased brother or sister by right of representation.

4. If he leaves no issue, nor father, and no brother nor sister living at his death, then to his mother, to the exclusion of the issue, if any, of deceased brothers or sisters.

5, 6, 7. Provisions for shares of remoter degrees of kindred.

8. If intestate, leave a widow and no kindred, his estate shall descend to his widow; and if the intestate is a married woman, and leaves no kindred, her estate shall descend to her husband.

9. If the intestate leaves no kindred, his or her estate shall escheat to the commonwealth.

Illegitimate children inherit from the mother. If an illegitimate child dies intestate without lawful issue his estate descends to his mother. Subsequent intermarriage of parents, and recognition of paternity legitimizes a child.

The degrees of kindred are computed according to civil law; half-blood inherit equally with whole blood in the same degree.

Any estate, real or personal, given or acknowledged expressly in the lifetime of the intestate to any child or lineal descendant, shall be taken as part thereof in the distribution.

Estates by curtesy, or in dower, are not affected by the above provisions.

The above Laws of Descent are subject to an important exception in the case of what is called an Estate of Homestead, which must not be confounded with the more usual acceptation of the term Homestead Laws, by which squatters acquire a prescriptive title to the land on which they have fixed their residence.

By the laws of Massachusetts every householder having a family is entitled to an estate of homestead to the extent of 800 dollars, in the farm or buildings, whether owned or leased by him, which he occupies as a residence, and such homestead is exempt from execution, sale for payment of his debts, and from the laws of conveyance, descent, and devise. To constitute such estate it must be set forth in the deed of conveyance, by which the property is acquired, that it is intended to be held as a homestead, or, after the title has been acquired, such design must be declared in writing, and recorded in the registry of deeds for the district where the property is situated.

The estate of homestead of any householder existing at his death continues for the benefit of his widow and minor children, and is held by them, if one of them occupy the premises, until the youngest child is twenty-one years of age, or until the marriage or death of widow.

This estate is limited to 800 dollars in value; any residue over that may be set off by appraisement to judgment debtors, &c.

#### *Legal Method for Sale, Transfer, Exchange, or Division of Real Property.*

In Massachusetts a system of registry for all deeds relating to real property exists, which is at once simple, and cheap enough to be worth resorting to for even the most trifling transactions.

There is in every county or district an office for the registry of deeds. No bargain or sale or other conveyance of an estate in fee-simple, fee-tail, or for life, and no lease for more than seven years, is valid against any person other than the grantor and his heirs and devisees and persons having actual notice thereof, unless it is made by a deed recorded in the registry of deeds for the county or district where the lands lie.

The grantor must, before the consideration is paid, make known to the grantee the existence and nature of all prior incumbrances.

A further security against fraud is given by the enactment that all deeds must be acknowledged by the grantor before a Justice of the Peace. If he refuses to acknowledge his deed, the grantee may apply to a Justice of the Peace, who will summons the grantor to appear, and hear the testimony of the subscribing witnesses. If the witnesses are dead the deed may be proved before any Court of Record or Probate by proving the handwriting of the grantor or witnesses.

A certificate of acknowledgment is endorsed on the deed by the Justice of the Peace, and no deed can be recorded in the Registry Office without such certificate.

The cost of registering deeds is from 1 dollar to 1½ dollars; a small extra charge per sheet is made for copying the deed if it exceed one sheet in length.

Properties, as a rule, are not heavily mortgaged; the facilities for sale being so great, and there being no feeling prevalent, as amongst us, in favour of handing down estates,

even when heavily encumbered, from generation to generation. The usual rate of interest on first-class mortgages is 7 per cent.; for small mortgages the rate depends upon the money market.

Mortgages are acknowledged and recorded in the same manner as other deeds. They may be discharged by an entry on the margin of the record thereof, in the Registry of Deeds, signed by the mortgagee, acknowledging the satisfaction of the mortgage; such entry has the same effect as a deed of release duly acknowledged and recorded. The mortgagee is liable for all damages occasioned by neglect or refusal to make such discharge. Revised Statutes of Massachusetts, page 468.

Machinery is used to a very great extent in aid of manual labour, and as a substitute for it; and the high price of labour seems to have stimulated mechanical invention. The farming implements and machinery in use in the New England States in 1860 were valued at 3,894,998 dollars. There were 213 establishments for the manufacture of agricultural implements, employing 1,578 hands at a cost of 534,837 dollars for labour. The capital employed was 1,021,800 dollars; the raw material was worth 749,530 dollars, and the value of the product was 1,934,942 dollars. United States' Census, 1860. Introduction to volume on Agriculture, page xi.

#### *Rent.—Evictions.*

Rent is regulated strictly by the bargain made between the parties—never by custom. Revised Statutes of Massachusetts, page 471.

Tenants at sufferance are liable for rent for such time as they may occupy the land. Such rent may be recovered in an action of contract. Debts for the rent of a dwelling-house occupied by the debtor or his family are held to be claims for necessaries.

Upon neglect or refusal to pay the rent due according to the terms of any written lease, fourteen days' notice to quit, given in writing, is sufficient to determine the lease.

Estates at will may be determined by either party by three months' notice in writing, and when the rent reserved is payable at periods of less than three months, the time of such notice is sufficient if it is equal to the interval between the days of payment. In all cases of neglect or refusal to pay rent due on a lease at will, fourteen days' written notice is sufficient to determine lease.

Forcible entry is forbidden. No restitution can be made of any lands or tenements of which the defendant or his ancestors, or those of whom he holds the premises, have been in quiet possession for three years before the commencement of suit, unless his estate therein is ended. Revised Statutes of Massachusetts, page 707.

The person entitled to possession may take from a Justice of the Peace or a Police Court, a writ summoning defendant to answer complaint. The writ must be served at least seven days before the day on which it is returnable; the suit is conducted like other civil actions.

When judgment is for the Plaintiff, he shall have execution for possession and his costs. If the Plaintiff fails to prove his right, Defendant has judgment and costs.

Upon appeal or removal to another Court, Defendant shall recognize to Plaintiff, with sufficient securities, to enter the action, to pay all rent then due, and all damages which Plaintiff may sustain by withholding of possession. Upon final judgment for Plaintiff, all sums of money then due to him may be recovered by writ of *scire facias* on action of contract on the recognizance.

#### *Improvements.*

Improvements are usually a matter of contract between the landlord and tenant. If made by the tenant they are under no security, and the landlord upon resuming possession has a legal right to them.

In an action on a writ of entry, if the demanded premises have been actually held and possessed by the tenant in the action, and by those under whom he claims for six years next before the commencement of the action, he shall, if judgment is against him, be entitled to compensation for the value of any buildings or improvements made or erected on the premises by himself or by any other person under whom he claims. The tenant shall also be entitled to like compensation, although the premises shall not have been so held six years, if he holds them under a title which he had reason to believe good. The amount may be assessed by the Jury on the trial, or, on motion of either party, the Court may make an order for their being assessed afterwards. When any sum is allowed to the tenant for improvements it shall be set off against the sum found due from him for rents, profits, and other damages. Revised Statutes of Massachusetts, page 693.

(Signed) H. STYLEMAN LE STRANGE.

Washington, October 20, 1869.

## No. 21.

Consul Lynn to the Earl of Clarendon.—(Received October 25.)

My Lord,

Galveston, October 6, 1869.

IN accordance with the instructions of his Excellency Mr. Thornton, I have the honour to transmit herewith a Report on the Tenure of Land in this State, having reference to the queries inclosed in your Lordship's despatch to Mr. Thornton of the 26th of August last.

I have, &c.  
(Signed) ARTHUR T. LYNN.

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Inclosure in No. 21.

*Report on the Tenure of Land in the State of Texas.*

*Name of Country.*—The State of Texas, in the United States of America.

*Population.*—1,300,000.

*Religions.*—Christian of all denominations.

*Industrial Pursuits.*—Agricultural, stock-raising, manufacturing to a small extent.

LAND OCCUPATION.

- (A.) The land is occupied by large and small proprietors.  
(B.) Tenants are exceptions to the system of land-occupation in the State. Sub-tenants under intermediate tenants holding from proprietors are not known.

(A.)—SMALL PROPRIETORS.

1. The quantity of land held by proprietors varies from 100 acres to 200,000 acres. The smaller farms, from 100 acres to 1 league and labour (4,605 acres), are held together; larger quantities are generally intersected by other properties.

2. The law regulating the descent and division of any estate of inheritance, real, personal or mixed, on the death of an intestate owner is as follows:—

(A.) Where there is no surviving husband or wife.

In parcenery,—

1. To the children and their descendants; failing whom,
2. To the father and mother in equal portions, but if only the father or mother survive, the estate shall be divided into two equal portions, one of which shall pass to such survivor, and the other portion shall pass to the brothers and sisters of the deceased and to their descendants or to such of them as there be, and if there be none such, then the whole estate shall be inherited by the surviving father or mother.

3. If there be neither father nor mother, then the whole estate shall pass to the brothers and sisters of the intestate and to their descendants, or to such of them as there be.

4. If there be none of the kindred aforesaid, then the inheritance shall be divided into two moieties, one of which shall go to the paternal and the other to the maternal kindred in the following course:—

To the grandfather and grandmother in equal portions, but if only one of these be living, then the estate shall be divided into two equal parts, one of which shall go to such survivor, and the other shall go to the descendant or descendants of such deceased grandfather or grandmother. If there be no such descendants then the whole estate shall be inherited by the surviving grandfather or grandmother. If there be no surviving grandfather or grandmother, then the whole of such estate shall go to their descendants, or to such of them as there be, and so on without end, passing in like manner to the nearest lineal ancestors and their descendants.—Paschal's "Digest," Article 3419.

(B.) Where there is surviving husband or wife.

1. If the deceased have a child or children or their descendants, the surviving husband or wife shall take one-third of the personal estate, and the balance of such personal estate shall go to the child or children of the deceased and their descendants. The surviving husband or wife shall also be entitled to an estate for life in one-third of the land of the intestate, with remainder to the child or children of the intestate and their descendants.

2. If the deceased have no child or children or their descendants, then the surviving husband or wife shall be entitled to all the personal estate of the intestate, and to one-half

of the lands, without remainder to any person or persons, and the other half shall pass and be inherited according to the rules of descent and distribution as prescribed in the foregoing section: Provided, however, that if the deceased have neither surviving father nor mother, nor surviving brothers and sisters or their descendants, then the surviving husband or wife shall be entitled to the whole of the estate of such intestate, real, personal, and mixed.—Paschal's "Digest," Article 3422.

Relations of the deceased standing in the same degree, take *per capita*,—their issue take *per stirpes*.—*Ibid.*, Article 3425.

3. The legal method used for the sale, transfer, exchange or division of property is by distinct conveyance by deed, which deed must be recorded in the office of the County Clerk. The fee for recording varies according to the length of the deed; it is usually from 4s. 6d. to 15s., exclusive of the United States' revenue tax and conveyancer's fees.

Sale or division of the property of an intestate is made either by an administrator or by agreement of the heirs; in either case, it is necessary to obtain a Decree of the Court of Probate to that effect. A Decree of sale or of partition made by the Court of Probate incurs a charge of about 5l.

4. There are not any special facilities afforded for raising loans upon properties either from Government or special companies, or banks aided by Government or otherwise. Loans are raised by agreement either from banks or individuals. They are usually raised by deed of trust on the land or by a mortgage on the growing crop, and are for the cultivation and improvement of the property.

5. Properties are not heavily mortgaged. The rate of interest allowed by law is 8 per cent; but 12 per cent. may be charged by agreement.

6. All mortgages and deeds of trust are recorded in the office of the County Clerk at a cost varying from 4s. 6d. to 15s., exclusive of the United States' revenue tax and conveyancer's fees.

7. The crops raised are cotton, cane, Indian corn (maize,) cereals, pulse, tobacco, Irish and sweet potatoes. There is no regular rotation, and the general mode of cultivation is to consider one ploughing sufficient.

Stock are raised on the extensive prairies of the State. No returns have been ever made of the quantity of land in the State under tillage, and as the grass lands or prairies frequently extend for many miles, it would be idle to attempt to estimate the proportion between the two.

8. The most improved agricultural implements are generally used, also reaping- and mowing-machines. Steam-power has not yet been substituted on the farms for manual labour.

Many hired labourers, chiefly negroes, are employed. During slavery the average of labour was one hand to fifteen to twenty acres, but since the enfranchisement of the negro the average has been reduced to about eight acres per hand. Negro women work on the cotton and sugar plantations to a great extent. Women belonging to the families of small German proprietors also work in the fields.

Labourers are generally supported by the proprietors, that is, they have cabins to live in rent free, and weekly rations supplied to them. Their wages, exclusive of rations, are monthly, and average from 2l. 10s. to 3l. per month, *i. e.*, 1s. 8d. to 2s. per day. There is no difference of wages between men and women; both are classed as first, second, or third-rate hands.

9. The agricultural labourers do not emigrate; on the contrary, there is an annual influx of labourers to this State both from Europe and from other States in America.

10. Proprietors generally live on their properties.

11. They are well housed, well fed, and well clad. The standard of living of large proprietors approaches to luxury; the small proprietors live well, and the general circumstances of both are for the most part independent, and in many instances wealthy. Where a small proprietor is in poverty or want, his distress must be attributed to his inability, through ill health, to cultivate the land, or to indolence.

These remarks apply more particularly to those proprietors who have not been ruined by the disasters of the late Civil War, and who are the present cotton-raisers, sugar-planters, and farmers of this State.

12. The Assessment Roll of 1867 gives, exclusive of the areas of twenty-five counties, 50,839,063 acres of land owned by proprietors. The twenty-five counties which failed to make returns have an area of 35,563,520 acres. The total area of all the counties is 125,631,360 acres, and should the same proportion of proprietorship obtain throughout, there will then be held by land-owners, in fee-simple, 70,896,888 acres, which to a population of 1,300,000 gives 54½ acres to each person. This estimate does not include 72,385 square miles of territory belonging to the State, but not embraced in the counties.

It also admits of a reduction in proportion to the quantity of land owned by non-residents of the State.

13. There are no disadvantages arising from the above system having reference to the tenure of land.

The great difficulty large proprietors have to meet, is their inability to control free negro labour.

A given number of labourers, after having cultivated the land, would not be sufficient to gather the crop, if of cotton, without working extra hours. This labour the negro refuses to perform, and as the demand for labour throughout the State is greater than the supply, and as no machinery has yet been invented capable of gathering bolls of cotton from the plant, much of this crop is lost.

Proprietors have endeavoured to stimulate the negro to work by paying him with a fractional portion of the crop, but this system does not seem to work well; it affords a pretext for an assumption of authority on the part of the negro, who considers himself joint owner of the crop: and as the race seems incapable of estimating prospective gain, they are not thereby incited to greater industry.

It is probable that the present system of labour will be the means of changing the land-tenure into smaller properties.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

1, 2, 3, 4. I have previously stated that tenants are exceptions to the system of land occupation; therefore the queries under this head can scarcely apply to this State. But in all cases where a tenancy is created it would be by a written agreement, to be recorded in the office of the County Clerk, in which the term of years, the payment of the rent, whether in money or share of the produce, the conditions under which improvements might be made, and the right or inhibition to sublet or assign the lease, would be specified. Should there be no written agreement, the common law of England would govern.

5. There is no law or custom which gives the tenant any right beyond the terms of the agreement, and at the expiration of his lease he must quietly give up possession if required; otherwise he would be liable to be evicted.

6. There is no law enacted whereunder a tenant would have the right to sell his interest in his farm with or without the consent of the landlord, but as the common law of England rules in such cases the tenant would have the right to sell, subject to the conditions of the agreement of lease, if any.

#### *Rent.*

1. The payment of rent is according to the agreement or terms of the lease; there is no custom to the contrary. The payment would, in most cases, be made by a fixed amount in money.

2. The rent is not regulated by custom; it is made payable according to the terms expressed in the lease, whether yearly or half-yearly: and though arrears of rent might be permitted to remain unpaid until a future day, by the expressed consent of the proprietor, there is no such custom as a hanging-gale.

3. The landlord has an unlimited power of raising the rent on the expiration of the lease, and of eviction in case of non-payment of rent or breach of covenant.

4. The Act of 16th January, 1843, entitled "An Act Concerning Rents," enacts "that all persons granting a lease of lands or tenements, either at will or for a term, shall have a lien upon all the property of the tenant upon such premises for the payment of the rents becoming due under such lease, whether the same be paid in money, cotton, corn, or whatever else may be raised on the rented premises; and in case where the rent is to be paid in corn, cotton, or other articles raised upon the rented premises, it shall not be lawful for such tenant to remove off the premises any of such corn, cotton, or other articles in which the rent is to be paid, and such lien shall continue and be in force so long as such tenant shall occupy the rented premises, and for three months thereafter."—Paschal's "Digest," Article 5027.

Section 2 of this Act provides that "landlords may apply to any Justice of the Peace, in the county where the premises are, for a distress warrant to seize the property of the tenant when the rent shall become due."—Ibid., Article 5028.

The Act of 3rd February, 1844, entitled "An Act supplementary to an Act concerning Rents," enacts:

Section 1. "That landlords shall not have a preference over other creditors on any portion of the tenant's property, except upon the crop that may be raised on the rented premises."—Ibid., Article 5032.



Section 2. "The three months' lien provided for in the Act, to which this is a supplement, shall only apply to the crop raised on the rented premises, and to no other property of the tenant; provided, that in no case shall the lien extend or continue beyond the 1st day of January next after the maturity of the crop, unless the crop subject to said lien be found on said rented premises after said time."—*Ibid.*, Article 5033.

Section 3. Provides that the party applying for the distress warrant shall give a bond to indemnify the defendant in case the distress warrant has been illegally or unjustly sued out.—*Ibid.*, Article 5034.

#### *Evictions.*

1. The Act of 5th February, 1840, entitled "An Act to regulate Proceedings in case of Forcible Entry and Detainer," empowers a landlord to sue for possession of his property before a Justice of the Peace of any county in the State and six jurors. If the jury find in favour of the plaintiff the Justice shall thereupon issue a writ directed to the Sheriff of the county, commanding him to put the plaintiff in possession.

The Act also provides that five days' notice shall be given to the tenant before the day of trial.

The legal mode of resisting such eviction is by an appeal from the Court of the Justice of the Peace to the Superior Courts, the appellant giving a bond for the payment of all rents becoming due from the commencement of the suit until its determination.—Paschal's "Digest," Article 3869.

2. As the goods and chattels of the tenant are liable to be seized for the costs of the suit, it is seldom that he awaits the award of a Court.

#### *Improvements.*

1, 2, 3, 4. There is no Statute which treats upon the subject of improvements made on rented lands. If not provided for in the lease, the landlord, upon resuming possession, would have a right to the improvements made upon the farm by the tenant.

5. Tenants have no greater facilities for raising loans than other persons.

#### *Miscellaneous.*

1. The relations between landlord and tenant are friendly, so long as the latter performs in good faith his part of the contract; and there is no legislative interference required by the tenants for their better protection. There is no imperative necessity that they should rent any particular land, and they consider themselves capable of making such conditions in the lease as may result to their advantage.

2. The mode of cultivation by tenants, their employment of labour, mode and standard of living, solvency, independence and general circumstances, are equal to those of small proprietors.

3. There are no records of the increase or decrease in the population of this State other than the decennial census taken by the General Government; and as there is no registry throughout the entire State of births and deaths, the United States' Census would fail to supply an answer to this query.

6, 7, 8. The creation of freeholds or tenancies by proprietors on the granting of leases have never been enforced by Legislature.

9. Acts have been passed by the State of Coahuila and Texas, by the Republic of Texas, and by the State of Texas donating land in fee simple to actual settlers. These Acts have expired by limitation, and there is no system now in force to create or increase the number of owners or freeholders.

10. Tenants do not receive any assistance by law, public credit or otherwise, in their endeavours to become proprietors of their own holdings or of other farms.

11. The laws now in force, such as the "Act of Descent and Distribution," the "Act to regulate proceedings in the County Courts pertaining to Estates of Deceased Persons," and that defining "Marital Rights," tend to favour the dispersion of land.

#### *Copyhold.*

There are no tenures in the State of Texas resembling the copyholds of England in which the rent or services have become, or are becoming, fixed by custom and the tenant irremovable.

(Signed)

ARTHUR T. LYNN,  
*Her Britanic Majesty's Consul.*

Galveston, October 6, 1869.

*Acting Consul Briggs to the Earl of Clarendon.—(Received October 29.)*

My Lord,

*New Orleans, October 14, 1869.*

I HAVE the honour to inclose a Report upon the subject of the Tenure of Land in that portion of the United States in which this Consular district is situated, which Report has been prepared pursuant to instructions received from Her Majesty's Mission at Washington, and in conformity with a circular despatch addressed by your Lordship to Edward Thornton, Esq., C.B., which was forwarded by his Excellency to this Consulate for my guidance in furnishing the answers to the several queries, and the general information required by your Lordship.

I have, &c.  
(Signed) EDWIN F. BRIGGS.

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Inclosure in No. 22.

*Report upon the Subject of the Tenure of Land in the State of Louisiana.*

*Population.*—No census has been taken since 1860; the estimated number is 700,000, composed of whites and negroes.

*Religions.*—The Christian religion, which is about equally divided between the several Protestant sects and Roman Catholics.

*Industrial Pursuits* are principally agricultural with much inland steam navigation, giving occupation to a large number of steam-boat hands; but no manufacturing occupation exists to any extent.

LAND OCCUPATION.—(A.) SMALL PROPRIETORS.

Q. 1. What quantity of land is usually held by each, and is it usually held together or intersected by other properties?—A. The occupation of land in the State of Louisiana, before slavery was abolished, may be said to have been by large proprietors, who owned extensively by reason of the great abundance of land, its cheapness, and the extent of soil compared with the population. Large proprietors, then as now, would be considered as those who held from 1,000 acres to 5,000 acres each, and small proprietors those who possessed from 1 acre to 100 acres each; the latter class consisted of white native inhabitants, who lived in the more healthy portions of the State, who cultivated chiefly by themselves and laboured individually in making the crops, not relying altogether on negro assistance; while the negro population almost alone worked in the alluvial and less healthy localities; although it is proper here to remark that white labourers, chiefly Irish, were and still are engaged very extensively in levée or river-embankment building, ditching, draining, and canal-digging, without injurious consequences to their health, in these same bottom lands. There is a desire among the great landowners to create small proprietorships, dividing lands into 40-acre or 50-acre farms for the purpose of encouraging white immigration into the healthy part of the State where the land rises higher than the swamps, and into a prairie country where sickness is almost unknown. Tenants under proprietors can scarcely be said to exist, although the labouring population, chiefly freed negroes, is undergoing a change in regard to its relations with the owners of the soil, who in many cases have adopted the plan of working the plantations on shares with the labourers; but as the whole system of labour is in a transition state out of slavery, it is impossible to give any accurate account of the manner in which the land is cultivated. The mode of doing so is extremely varied, it being the plan of many proprietors of large tracts of land to allot ten acres to each labourer, taking as rent the product in such proportion thereto as may have been previously agreed on.

Q. 2. What is the law regulating the descent and division of landed property on death of owner?—A. The property descends to the heirs of the owner by equal shares.

Q. 3. What is the legal method used for the sale, transfer, exchange, or division of such properties—whether by distinct conveyances or by a registry only; and what is the usual relative cost of same?—A. The legal method is by a writing, generally before a notary public and record of same, the United States' Government stamp-charge being 50 cents per 1,000 dollars value on each conveyance.

Q. 4 and 5. Are there any special facilities afforded for raising loans upon such

properties, either from Government or special public companies, or banks, aided by Government or otherwise? If so, are they commonly raised, and on what terms and conditions—whether for the purpose of buying off family charges, or for improvement of the property, or other purposes? Are these properties heavily mortgaged, and what is the usual rate of interest?—*A.* No facilities by Government, scarcely any by banks, but chiefly by private capitalists: much property is at present mortgaged, and but few or no new loans are now contracted. The late civil war entailed a great measure of ruin on all from the effect of the emancipation of negroes without compensation to the owners, either to those who participated in it actively, or to those who, like minor children, women owning property, single women or widowed, could not be said to have been engaged even passively in incurring the penalty, but who suffered equally in being deprived of the value of their slave property, inequitably, thus producing great individual ruin and confusion where mortgages existed on property and slaves. The small proprietors are not so much in debt as the larger ones. Loans are effected usually for one or two years at 10 per cent. per annum; sometimes above that rate, rarely below it.

*Q. 6.* What is the legal method of registering these mortgages and cost of registry, and of other legal proceedings connected therewith?—*A.* There is an office specially provided for the registry of mortgages—cost of registry about 1 dollar. These mortgages are like conveyances passed before a notary public, the usual fee being 10 dollars; but this charge depends on, and is regulated by, the length of the document, and the United States' Government stamps must be duly attached.

*Q. 7.* What crops are raised, and in what rotation; and what is the general mode of cultivation? In what manner are stock raised and pastured on small properties? What is the proportion between tillage and grass lands?—*A.* Cotton, sugar, rice, Indian corn, sweet potatoes, wheat, oats, hay, oranges, melons, figs, are yearly crops; the cultivating power being negroes and mules principally, between which class of animals a remarkable affinity exists, physically and intellectually, and unitedly they used to accomplish formerly, under proper, energetic, and positive authority and direction, the happiest and most successful agricultural results. The farming implements consist of the plough and hoe mainly. Rotation of crops is observed pretty generally, but owing to the great fertility and richness of the soil, it is the custom to plant over and over again in some localities the same crop year after year. Stock runs loose in pasture, taking care of itself, and requiring but little feed, except where used for labouring purposes. In the prairie lands, in the northern and western part of the State, stock is very abundant. In consequence of the want of proper labour much land is growing up in weeds and brush; there is no mode of ascertaining the relative proportion of tillage or grass lands: the grazing lands are mostly wild lands, natural prairies.

*Q. 8.* Is machinery much employed as a substitute for and in aid of manual labour? Are many hired labourers employed? What is their average number to the acre? To what extent is female labour employed? What are the average daily wages of the agricultural labourer, male and female, distinguishing between those who live with their employers and those who do not?—*A.* Machinery is just beginning to be introduced as an adjunct to the cultivation of land, not yet extensively so, and only within the last two years. A cultivator for throwing up earth on each side of a row of sugar canes, just emerging from the surface in its first external effort at vegetation when fresh earth has to be heaped round it, is considered a valuable invention. Labourers are in many cases hired; many work on shares with the proprietor of the land: otherwise they get 15 dollars per month and found—the rations issued consisting of pork and corn meal, or in lieu thereof the pay is 1 dollar per diem, and they find themselves. Female labour is not now employed, although much used before the civil war; the negro women will not work in their present state of freedom, although they almost universally did so before emancipation, besides, at the same time, having large families and rearing many children: but now they abhor the task, responsibility, and expense of caring for and bringing them up, consequently that class of the population is on the decline.

*Q. 9.* Do many of these agricultural labourers emigrate? If so, to what extent; and to what cause is such emigration attributed?—*A.* Labourers move from plantation to plantation, shifting about from place to place in the State of Louisiana; this would not be if there were less license, with more wholesome restraint and steady and systematic work.

*Q. 10.* Do these proprietors generally live on their properties or in villages adjacent thereto?—*A.* Proprietors generally live on their properties.

*Q. 11.* How are they housed, fed, and clad; and what is their standard of living, and their general circumstances?—*A.* Proprietors and labourers are well housed, well fed, and well clad; standard of living good, general circumstances easy, climate mild, and no especial suffering or privation to be endured.

**Q. 12.** What is their average population per acre, and the annual rate of increase in the population among the small proprietors, as compared with the urban population in their own country, and the annual rate of increase in other countries?—*A.* It is impossible to ascertain the average population per acre, but an approximate estimate might set it down at perhaps four or five individuals to the square mile; the increase in the white population being the same as in other countries. Children are easily reared, and under no greater disadvantages than in Europe, the dry, high, and prairie lands in the State are very healthy, but the alluvial or bottom lands, of which there is a large extent owing to the numerous rivers and bayous, as are designated the natural water communications, like canals, through different parts of the country, leading from and connecting the several rivers which run through these flat or bottom lands are occasionally unhealthy; even these improve their sanitary condition under the effect of drainage.

**Q. 13.** What is the prevalent public opinion as to the advantages or disadvantages of any part of the above system?—*A.* Subdivision of landed property since emancipation is supposed to be the most advantageous if immigration can be brought about to occupy the lands, public opinion looks to other than free negro labour; white labour and a white population would be preferred as being more in accordance with the natural aspirations of the white race, to elevate, distinguish itself, and find itself a unit in the representation of the State's interest in the general Legislative Council of the nation; the physical constitution of the negro, although he is now free and equal politically, excludes him from social fellowship, it being found that, after bestowing every advantage on him that education and every refining process can confer, neither instruction nor polish succeeds in qualifying him for social intercourse with the whites, nor can he, by any contrivance or arrangement, be brought into the domestic circle of the white race directly or by association, through authoritative decree or official recommendation; therefore the negro labourer is no longer the object of interest and solicitude that he was in his former state of slavery, when unquestionably he was more useful to himself and to others than he is now; nevertheless, he has every chance to get along in the world, and the Southern white man is his best friend as the course of events hourly proves and demonstrates.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

##### *Tenure.*

**Q. 1.** What quantity of land is usually held by each?—*A.* In land occupation there is very little tenant system, land being cheap, accessible to all, and easily acquired; the occupants are usually the owners of it.

**Q. 2.** What is the nature of the tenure, its usual duration, and leading incidents? Are sub-tenancies assignable by the tenant; and if so, must the landlord consent to such assignment?—*A.* Lands here are held not in fee simple, but in pure and simple allod m; the lands are either cultivated by the owner or by a lessee from year to year; leases are assignable unless assignment is forbidden by contract.

**Q. 3.** How is the tenancy created, whether by parol or written agreement? When there is no agreement, what does the law declare or presume as the duration of tenancy?—*A.* Tenancy agreements are usually in writing when no term is specified, leases of rural estates or farms are by the year; in the cities it is otherwise, monthly and yearly, or longer.

**Q. 4.** Is there any system by which a written agreement may be registered, and what is its nature?—*A.* Yes; leases ought to be registered in the Mortgage Office.

**Q. 5.** Is there any law or custom whereunder a tenant is considered as having a right to remain in occupation of his holding so long as he punctually pays the stipulated rent, or a rent to be determined from time to time by some legal tribunal, or by agreement, subject to arbitration?—*A.* No; the owner may permit the tenant to hold over if he chooses, but there is no custom on the subject; all is matter of contract.

**Q. 6.** Is there any law or custom whereunder a tenant is considered as having a right to sell his interest in his farm with or without consent of landlord; and if so, under what conditions?—*A.* The tenant can transfer or assign his lease unless forbidden by contract.

##### *Rent.*

**Q. 1.** In case of tenancies, is the payment to the proprietors made by a fixed amount in money or kind, or by share of the produce?—*A.* According to contract; by money or by share of the produce.

**Q. 2.** Is the rent regulated by custom, valuation, or competition? If by custom,

what is the nature of the custom, and is it recognized by courts of law? If by valuation, what is the mode of valuation, and by whom made? Is rent payable yearly or half-yearly, and is there a hanging gale?—*A.* The rent is entirely regulated by contract and by no other mode. The termination of this query No. 2 being “is there a hanging gale?” Can find no definition of this term, it is quite unknown here; neither do any of the law dictionaries, common or civil, throw any light on the question, “is there a hanging gale?” There is frequently a pending storm between proprietor and tenant when the latter is dilatory in payment of rent, and much in arrears, which generally bursts and makes disturbance; taken in connection with the preceding sentences, and, philologically considered, this is the only explanation of which the term is susceptible.

*Q. 3.* Has the landlord an unlimited power of raising the rent, and of eviction in case of non-payment of rent or breach of covenant or otherwise?—*A.* The landlord has unlimited power of raising the rent, but the tenant has also unlimited power of refusing to pay, without mutual consent and agreement previously given and entered into with regard to the terms thereof.

*Q. 4.* What are the legal means or procedure by which the respective rights of proprietors and tenants for recovery of rents and other claims are enforced, and does the law confer upon the landlord any exceptional privilege over other creditors?—*A.* By action at law; the landlord has a lien for his rent upon the effects of the tenant.

#### *Evictions.*

*Q. 1.* What are the legal means of procedure by which a landlord evicts a tenant? What notice is required to be served on tenants? What is the legal mode of resisting such eviction on the part of the tenant? And in case of eviction for non-payment of rent, is the tenant allowed any time to redeem?—*A.* By suit at law; and no notice is required unless the lease be tacitly renewed by the lessee holding over, then six months' notice in case of farms is required before suit for eviction.

*Q. 2.* Are such evictions frequent, and from what causes?—*A.* Evictions are frequent generally for non-payment of rent.

#### *Improvements.*

*Q. 1.* Are they executed (especially buildings) by landlord or tenant?—*A.* Generally by the landlord; if the tenant make any, he has the right to remove such at the end of his lease.

*Q. 2.* If by tenant, under what security, if any?—*A.* Answered above.

*Q. 3.* Has the landlord, upon resuming possession, a legal right to the improvements made upon the farm by the tenant, or does the law recognize any, and what right in the tenant?—*A.* The landlord, if he keeps the improvements or additions to the property leased, must pay for them, and he can only keep them in certain cases where they cannot be separated.

*Q. 4.* If so, how is such right defined, ascertained, and enforced?—*A.* By appraisement, or by a court or jury in case of suit.

*Q. 5.* Have tenants any means of raising loans for improvement of their holdings, either from Government, or special public companies or banks aided by Government, or enabled by special law or charter to grant loans, and if so, on what terms, conditions, and security are these loans made?—*A.* None from Government nor from special public companies or banks, only from private capitalists on their individual credit, or any satisfactory collateral security.

#### *Miscellaneous.*

*Q. 1.* Are the relations between landlord and tenant friendly or otherwise, and is there any legislative interference required by the tenants for their better protection?—*A.* Generally unfriendly; tenants, however, are usually able to take care of themselves.

*Q. 2.* What is the mode of cultivation by these tenants? and in what respect, as regards cultivation of their farms, employment of labour, mode and standard of living, solvency, independence, and general circumstances and character, are they inferior or superior to the small proprietors?—*A.* The tenant principle or plan has already been reported as scarcely having an existence, but some resemblance to it being now about to make its appearance in the allotment of portions of land by large proprietors to the lately emancipated negroes, which class of population corresponds to tenants; attentive observation can be bestowed on this subject in future, but there has not been sufficient time for observation as to its working, so that no opinion can be formed with regard to it

that can be relied on as permanently illustrative of the system; the negro population is evidently on the decline in numbers, as has been previously remarked, there is a dislike on the part of negroes to having families, it involves the necessity for more exertion and labour than suffices for the maintenance of a single individual—the negro is grossly sensual and unambitious, negroes do not want to pay for medical services, nor to be liable and to have to pay all the contingent charges incurred while rearing a family of children, thus there are few or none born, though apparently there would be an increase in the population, but it does not occur, these appearances are not to be relied on to fruition; it is presumed unnecessary to be more explicit, though perhaps an innate tendency to neglect and indifference may be offered in explanation as the most charitable solution of the problem, a great dissoluteness of habits and low standard of morals being prevalent among this class of people, the consequential diseases are not slowly, but swiftly and surely sapping the vitality of the negro race, foreshadowing its extinction, and by many observant persons it is thought this event is likely to occur at no remote period, and at far too early a one for the continuance of the agricultural prosperity of the country, unless it be restored by a new and extensive importation of workers.

Q. 3. What is the annual rate of increase in the population among tenants as compared with that of small proprietors?—*A.* Answered above; no increase, but on the contrary a decline in numbers.

Q. 4. Do these tenants or their children emigrate? If so, to what extent, and to what cause is such emigration attributed?—*A.* This question is answered under the head of small proprietors, query No. 9.

Q. 5. What is the prevalent public opinion as to the advantages or disadvantages of any part of the above system?—*A.* Public opinion is divided on the subject of labourers for the extensive cotton and sugar fields of this state; strong thinkers and practical men wish to see the great natural resources of the country developed, but although therein they prefer of course their own, the white race, as agents, still they cannot ignore the superior adaptability of labourers whose whose physical nature and organization is in accordance with the climate. Asiatics it is thought would prove advantageous in great great portions of the country, not only in the State of Louisiana, but in the adjacent Southern States.

Q. 6 and 7. Has the creation of freeholds or tenancies by proprietors, or the granting of leases, been ever enforced by legislature? If so, to what extent, and upon what conditions? In case of any such limitation of proprietary rights, has any, and what, compensation been granted to proprietors?—*A.* Title IX., "Civil Code of Louisiana on Letting and Hiring" (transcribed in full), as follows:—

*Extract from the Civil Code of Louisiana, United States.*

*"TITLE 9.—Of Letting and Hiring.*

"Art. 2638. The contract of lease or letting out—besides the rules to which it is subject—in common with other agreements, and which are explained under the title of Conventional Obligations, is governed by certain particular rules, which are the subject of the present title.

*"Chapter 1.—Of the Nature of the Contract of Hire, and of its several Kinds.*

"Art. 2639. Lease or hire is a synallagmatic contract, to which consent alone is sufficient, and by which one party gives to the other the enjoyment of a thing, or his labour at a fixed price.

"Art. 2640. To this contract, as to that of sale, three things are absolutely necessary, to wit,—the thing, the price, and the consent.

"Art. 2641. The price should be certain and determinate, and should consist of money. However, it may consist in a certain quantity of commodities, or even in a portion of the fruits yielded by the thing hired.

"Art. 2642. The price, notwithstanding, may be left to the award of a third person named and determined, and then the contract includes the condition that this person shall fix the price; and if he cannot, or will not do it, there is no hiring.

"The contract would be null, if the price were left to be fixed by a person not designated.

"Art. 2643. There are two species of contracts of letting and hiring, to wit.—

"1. The letting-out of things;

"2. The letting-out of labour or industry.

" Art. 2644. To let a thing out is a contract by which one of the parties binds himself to grant to the other the enjoyment of a thing during a certain time, for a certain stipulated rent or hire, which the other binds himself to pay him.

" Art. 2645. To let out labour or industry is a contract by which one of the parties binds himself to do something for the other, in consideration of a certain price agreed on by them both.

*" Chapter 2.—Of Letting-out Things.*

*" Section 1.—General Provisions.*

" Art. 2646. The letting-out of things is of two kinds, to wit:—

" 1. The letting-out of houses and moveables ;

" 2. The letting-out predial or country estates.

" Art. 2647. He who grants a lease is called the owner or lessor. He to whom a lease is made, is called the lessee or tenant.

" Art. 2648. All corporeal things are susceptible of being let-out—moveable as well as immoveable, excepting those which cannot be used without being destroyed by that very use.

" Art. 2649. Certain incorporeal things may also be let-out, such as a right of toll, and the like ; but there are some which cannot be the object of hire, such as a credit.

" Art. 2650. A right of service cannot be lease separately from the property to which it is annexed.

" Art. 2651. He who possesses a thing belonging to another, may let it to a third person, but he cannot let it for any other use than that to which it is usually applied.

" Art. 2652. He who lets-out the property of another, warrants the enjoyment of it against the claim of the owner.

" Art. 2653. Leases may be made either by written or verbal contract.

" Art. 2654. The duration and the condition of the leases are generally regulated by contract, or by mutual consent.

" Art. 2655. If the renting of a house or other edifice or of an apartment, has been made without fixing its duration, the lease shall be considered to have been made by the month.

" Art. 2656. The parties must abide by the agreement as fixed at the time of the lease. If no time for its duration has been agreed on, the party desiring to put an end to it must give notice in writing to the other at least fifteen days before the expiration of the month which has begun to run.

" Art. 2657. The lease of a predial estate, when the time has not been specified, is presumed to be for one year, as that time is necessary in this estate to enable the farmer to make his crop, and to gather in all the produce of the estate which he has rented.

" Art. 2658. If, after the lease of a predial estate has expired, the former should still continue to possess the same during one month without any step having been taken, either by the lessor or by a new lessee, to cause him to deliver up the possession of the estate, the former lease shall continue subject to the same clauses and conditions which it contained, but it shall continue only for the year next following the expiration of the lease.

" Art. 2659. If the tenant either of a house or of a room should continue in possession for a week after his lease has expired, without any opposition being made thereto by the lessor, the lease shall be presumed to have been continued, and he cannot be compelled to deliver up the house or room, without having received the legal notice or warning directed by Article 2656.

" Art. 2660. In the cases provided for in the two preceding Articles, the security given for the payment of the rent shall not extend to the obligations resulting from the lease being thus prolonged.

" Art. 2661. When notice has been given, the tenant, although he may have continued in possession, cannot pretend that there has been a tacit renewal of the lease.

*" Section 2.—Of the Obligations and Rights of the Lessor.*

" Art. 2662. The lessor is bound from the very nature of the contract, and without any clause to that effect:—

" 1. To deliver the thing leased to the lessee.

" 2. To maintain the thing in a condition such as to serve the use for which it is hired.

" 3. To cause the lessee to be in peaceable possession of the thing during the continuance of the lease.

" Art. 2663. The lessor is bound to deliver the thing in good condition, and free from any repairs. He ought to make, during the continuance of the lease all the repairs which may accidentally become necessary; except those which the tenant is bound to make, as hereafter directed.

" Art. 2664. If the lessor do not make the necessary repairs in the manner required in the preceding Article, the lessee may call on him to do it. If he refuse or neglect to make them, the lessee may himself cause them to be made, and deduct the price from the rent due, on proving that the repairs were indispensable, and that the price which he has paid, was just and reasonable.

" Art. 2665. The lessor guarantees the lessee against all the vices and defects of the thing, which may prevent its being used, even in case it should appear that he knew nothing of the existence of such vices and defects, at the time the lease was made, and even if they have arisen since, provided they do not arise from the fault of the lessee; and if any loss should result to the lessee from the defect, the lessor shall be bound to indemnify him for the same.

" Art. 2666. If the lessee be evicted, the lessor is answerable for the damage and loss which he sustains by the interruption of the lease.

" Art. 2667. If, during the lease, the thing be totally destroyed by an unforeseen event, or if it be taken for a purpose of public utility, the lease is at an end. If it be only destroyed in part, the lessee may either demand a diminution of the price, or a revocation of the lease. In neither case as be any claim for damages.

" Art. 2668. The lessor has not the right to make any alterations in the thing, during the continuance of the lease.

" Art. 2669. If, without any fault of the lessor, the thing ceases to be fit for the purpose for which it was leased, or if the use be much impeded, as if a neighbour, by raising his walls, shall intercept the light of a house leased, the lessee may according to circumstances, obtain the annulment of the lease, but has no claim for indemnity.

" Art. 2670. If during the continuance of the lease, the thing leased should be in want of repairs, and if those repairs cannot be postponed until the expiration of the lease, the tenant must suffer such repairs to be made, whatever be the inconveniency he undergoes thereby, and though he be deprived either totally or in part of the use of the thing leased to him during the making of the repairs. But in case such repairs should continue for a longer time than one month, the price of the rent shall be lessened in proportion to the time during which the repairs have continued, and to the parts of the tenement of the use of which the lessee has thereby been deprived and the whole of the rent shall be remitted, if the repairs have been of such nature as to oblige the tenant to leave the house or the room, and to take another house, while that which he had leased was repairing.

" Art. 2671. If, in the lease of a predial estate, the premises have been stated to be of a greater extent than they really are, the lessee may claim an abatement of the rent, in the cases and subject to the provisions prescribed in the title of sale.

" Art. 2672. The lessor and not the lessee, unless there be a stipulation to the contrary, must bear all the real charges with which the thing leased is burdened. Thus he has to pay the taxes, rents, and other dues, imposed upon the thing leased.

" Art. 2673. The lessor is not bound to guarantee the lessee against disturbance caused by persons not claiming any right to the premises: but in that case the lessee has a right of action for damages sustained against the person occasioning such disturbance.

" Art. 2674. If the persons by whom those acts of disturbance have been committed, pretend to have a right to the thing leased, or if the lessee is cited to appear before a Court of justice to answer to the complaint of the persons thus claiming the whole or a part of the thing leased, or claiming some species of services on the same, he shall call the lessor in warranty, and shall be dismissed from the suit, if he wishes it, by warning the person under whose rights he possesses.

" Art. 2675. The lessor has for the payment of his rent, and other obligations of the lease, a right of pledge on the moveable effects of the lessee which are found on the property leased.

" In the case of predial estates, this right embraces everything that serves for the labours of the farm, the furniture of the lessor's house, and the fruit produced during the lease of the land; and in case of other houses and edifices, it includes the furniture of the lessee, and the merchandize contained in the house or apartment, if it be a store or shop.

" Stat. 11th February, 1852, p. 13.—The lessee shall be entitled to retain, out of the property subjected by law to the lessor's privilege, his clothes and linen, and those of his



wife and family; his bed and those of his wife and family, his arms, military accoutrements, and the tools and instruments necessary for the exercise of the trade or profession by which he gains his living, and that of his family.

“ Art. 2676. This right includes, not only the effects of the principal lessee, or tenant, but those of the under-tenant, so far as the latter is indebted to the principal lessee, at the time when the proprietor chooses to exercise his right.

“ A payment made in anticipation, by the under-tenant to his principal, does not release him from the owner's claim.

“ Art. 2677. This right of pledge-effects, not only the moveables of the lessee and under lessee, but also those belonging to the third persons, when their goods are contained in the house or store, by their own consent, express or implied.

“ Art. 2678. Moveables are not subject to this right, when they are only transiently or accidentally in the house, store, or shop, such as the baggage of a traveller in an inn, merchandize sent to a workman to be made up or repaired, and effects lodged in the store of any auctioneer to be sold.

“ Art. 2679. In the exercise of this right, the lessor may seize the objects, which are subject to it, before the lessee takes them away, or within fifteen days after they are taken away, if they continue to be property of the lessee, and can be identified.

### “ Section 3.—*Of the Obligations and Rights of the Lessee.*

“ Art. 2680. The lessee is bound :—

“ 1. To enjoy the thing leased as a good administrator, according to the use for which it was intended by the lease.

“ 2. To pay rent at the terms agreed on.

“ Art. 2681. If the lessee makes another use of the thing than that for which it was intended, and if any loss is thereby sustained by the lessor, the latter may obtain the dissolution of the lease.

“ The lessee, in that case, shall be bound to pay the rent until the thing is again leased out ; and the lessee is also liable for all the losses which the proprietor may have sustained through his misconduct.

“ Art 2682. The lessee may be expelled from the tenement, if he fails to pay the rent when it becomes due.

“ Art. 2683. When the lessor has given notice to the lessee, in the manner directed by the law, to quit the property, and the lessee persists in remaining on it, the lessor may have him summoned before a Justice of the Peace, and condemned to depart ; and if, three days after notice of the judgment, he has not obeyed, the Justice of the Peace may order that he shall be expelled, and that the property shall be cleared by the constable at his expense.

“ Art. 2684. The constable charged with the execution of this order may force the doors and windows, if they are shut, and seize and sell such portion of the effects of the lessee as may be necessary to pay the costs.

“ Art. 2685. The lessee is bound to cause all necessary repairs to be made which it is incumbent on lessees to make, unless the contrary hath been stipulated.

“ Art. 2686. The repairs, which must be made at the expense of the tenant, are those which, during the lease, it becomes necessary to make.

“ To the hearth, backs of chimneys, and chimney casings.

“ To the plastering of the lower part of interior walls.

“ To the pavement of rooms, when it is but partially broken, but not when it is in a state of decay.

“ For replacing window-glass when broken accidentally, but not when broken either in whole or in their greatest part by a hail storm or by any other inevitable accident.

“ To windows, shutters, partitions, shop windows, locks and hinges, and everything of that kind, according to the custom of the place.

“ Art. 2687. The expenses of the repairs, which unforeseen events or decay may render necessary, must be supported by the lessor, though such repairs be of the nature of those which are usually done by the lessee.

“ Art. 2688. The cleaning of wells and necessaries shall be at the expense of the lessor, unless the contrary has been stipulated.

“ Art. 2689. If an inventory has been made of the premises, in which the situation at the time of the lease has been stated, it shall be the duty of the lessee to deliver back everything in the same state in which it was when taken possession of by him,

making however the necessary allowance for wear and tear and for unavoidable accidents.

“ Art. 2690. If no inventory has been made, the lessee is presumed to have received the thing in good order, and he must return it in the same state, with the exceptions contained in the preceding Article.

“ Art. 2691. The lessee is only liable for the injuries and losses sustained through his own fault.

“ Art. 2692. He is, however, liable for the waste committed by the persons of his family, or by those to whom he may have made a sub-lease.

“ Art. 2693. He can only be liable for the destruction occasioned by fire, when it is proved that the same has happened either by his own fault or neglect, or by that of his family.

“ Art. 2694. It is the duty of a farmer of predial estate, to prevent the same being encroached upon, and in case of such encroachment, to give notice to the proprietor, in defect of which he shall be liable in damages.

“ Art. 2695. It is the duty of a person who has one or several slaves on hire, to give immediate notice to the owner, should any of them happen to get sick or to run away ; in default thereof he shall be liable in damages.

“ Art. 2696. The lessee has the right to under-lease, or even to cede his lease to another person, unless this power has been expressly interdicted.

“ The interdiction may be for the whole, or for a part, and this clause is always construed strictly.

“ Art. 2697. The lessee has a right to remove the improvements and additions which he has made to the thing let, provided he leaves it in the state in which he received it.

“ But if these additions be made with lime and cement, the lessor may retain them on paying a fair price.”

#### “ Section 4.—*Of the Dissolution of Leases.*

“ Art. 2698. The lease ceases, of course, at the expiration of the time agreed on.

“ Art. 2699. It is also dissolved by the loss of the thing leased.

“ Art. 2700. The neglect of the lessor or lessee to fulfil their engagements may also give cause for a dissolution of the lease, in the manner expressed concerning contracts in general, except that the judge cannot order any delay of the dissolution.

“ Art. 2701. A lease made by one having a right of usufruct, ends when the right of usufruct ceases.

“ The lessee has no right to an indemnification from the heirs of the lessor, if the lessor has made known to him the title under which he possessed.

“ Art. 2702. A contract for letting-out is not dissolved by the death of the lessor, nor by that of the lessee ; their respective heirs are bound by the contract.

“ Art. 2703. The lessor cannot dissolve the lease for the purpose of occupying himself the premises, unless that right has been reserved to him by the contract.

“ Art. 2704. If the lessor sells the thing leased, the purchaser cannot turn out the tenant before his lease has expired, unless the contrary has been stipulated in the contract.

“ Art. 2705. If the lessor has reserved to himself in the agreement the right of taking possession of the thing leased whenever he should think proper, he is not bound to make any indemnification to the lessee unless it be specified by the contract ; the lessor is only bound in that case, to give him the legal notice or warning prescribed in Article 2656.

“ Art. 2706. If it has been agreed by the parties at the time the lease was made, that in case the property was sold, the purchaser should be at liberty to take immediate possession, and if no indemnification has been stipulated, the lessor shall be bound to indemnify the lessee in the following manner :—

“ Art. 2707. If it be a house, room, or shop, the lessor shall pay as an indemnification to the evicted tenant a sum equal to the amount of the rent, for the time which, according to the Article 2656, is to elapse between the notice and the going out.

“ Art. 2708. If it be a predial estate the indemnification to be paid by the lessor to the evicted farmers, shall be the third of the price of the rent, during time which has yet to elapse.

“ Art. 2709. The quantum of damages shall be determined by skilful men when the

controversy relates to manufactures, mines, and things of that kind, which require great disbursements.

" Art. 2710. The purchaser who wishes to use the right reserved by the lease, is moreover bound to give previous notice to the tenant according to Article 2656.

" The farmers of predial estates shall have one year's notice.

" Art. 2711. Previous to the expulsion of a farmer or tenant the before-prescribed indemnifications must be paid to him either by the lessor or, in his default, by the new purchaser.

" Art. 2712. If the lease has not been reduced to writing, the purchaser cannot be compelled to give any indemnification."

" Art. 2713. A person who has purchased an estate, the former proprietor of which has reserved by contract the right of redemption, cannot turn out the lessee until, by the expiration of the time fixed for the redemption, the purchaser becomes the irrevocable owner.

" Art. 2714. The tenant of a predial estate cannot claim an abatement of the rent under the plea that during the lease either the whole or a part of his crop has been destroyed by accidents, unless those accidents be of such an extraordinary nature that they could not have been foreseen by either of the parties at the time the contract was made, such as the ravages of war extending over a country then at peace, and where no person entertained any apprehension of being exposed to invasion or the like.

" But even in these cases the loss suffered must have been equal to the value of one-half of the crop at least, to entitle the tenant to an abatement of the rent. The tenant has no right to an abatement if it is stipulated in the contract that the tenant shall run all the chances of all foreseen and unforeseen accidents.

" Art. 2715. The tenant cannot obtain an abatement when the loss of the fruit takes place after its separation from the earth, unless the lease gives to the proprietor a portion of the crop in kind, in which case the proprietor ought to bear his share of the loss provided the tenant has committed no unreasonable delay in delivering his portion of the crop."

Q. 8. What is the state of public opinion as to the advantages and disadvantages of such system?—A. The new legislation being in a state of probation, public opinion is not fixed.

Q. 9. Have any steps been taken by Government to create or increase the number of owners or freeholders, and is any system now in force with this object?—A. The constitution of this State (Louisiana) Article 132, ordains that all lands sold in pursuance of decrees of Courts shall be divided into tracts of from 10 to 50 acres, to encourage the creation of small holdings, and is done in favour of the negro.

Q. Do tenants receive any assistance by law, public credit, or otherwise, in their endeavours to become proprietors of their own holdings or of other farms? Are such endeavours frequent? And is the desire to make them frequent or not?—A. No assistance by law, endeavours are frequent by tenants to become owners of their own holdings, and it depends upon a man's ambition, industry, perseverance, and economy whether or not he succeeds; the road is open to all,—youth, energy, industry, and sobriety, will enable any man here to acquire property of his own absolutely.

Q. How far do the laws in force tend to favour the accumulation or dispersion of land?—A. The system of rules of descent in the State of Louisiana favours the division of property into small estates, there being no right of progeneriture.

#### *Copyhold.*

Q. Are there any tenures resembling the copyholds of England, in which the rent or services have become, or are becoming fixed by custom, and the tenant irremovable? What is their nature and mode of growth?—A. Copyhold as it exists in England is unknown in this country; there are but two kinds of tenure or holding—one as absolute owner, the other as lessee.

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*Consul Lousada to the Earl of Clarendon.—(Received November 1.)*

My Lord,

Boston, October 19, 1869.

I HAVE the honour to inclose the replies to your Lordship's Circular despatch of the 26th August forwarded to me by Her Majesty's Minister at Washington, desiring information as to the tenure of land within this Consulate.

I have, &c.  
(Signed) FRANCIS LOUSADA.

Inclosure 1 in No. 23.

*Report on Tenure of Land in Massachusetts and Rhode Island.*

*Name of Country.*—Massachusetts and Rhode Island, United States of America.

*Population.*—About 4,000,000 to 4,500,000.

*Religions.*—Every denomination.

*Industrial Pursuits.*—Manufactures and farming.

LAND OCCUPATION.

(A.) Small proprietors generally.

(B.) There are a very few tenants under proprietors.

(A.)—SMALL PROPRIETORS.

1. From 50 to 200 acres, some few farms containing 500 acres, too often consisting of parcels of land intersected by other properties.

2. To the widow, if any, one-third during her life, and the balance divided equally among the immediate descendants, the division taking into consideration all the heirs-at-law.

3. By distinct conveyances—the expense being the cost of writing the deed—the cost of recording it (usually about 1 dollar, regard being had to the length of the document and the internal Revenue stamp) the rate of stamping being fixed by the value of the estate conveyed.

4. No special facilities are afforded for loans on real estate, although Savings' Banks prefer mortgages on it as security. They are raised according to the necessities of the proprietors.

5. These properties are not now heavily mortgaged; the profits upon the products of farms during and since the war having been such as to enable them to pay off their mortgages generally. Interest 7 per cent.

6. Mortgages are recorded as deeds are, in the registry of deeds, and at about the same cost, the stamp being attached either to the mortgage deed or to the note.

7. The crops raised in Massachusetts are usually special, such as onions, cranberries, small fruits, garden vegetables for the market, &c. Mixed farming is carried on somewhat. A large quantity of milk is produced for local markets. There is no system of rotation; stock are fed upon the cow or at the pail until three months' old, then turned into the pasture. I suppose the tillage lands are about one-tenth the amount of grass lands.

8. Machinery is very generally employed as an aid to manual labour. Hired labour is generally employed, each farmer employing what he requires and can afford to use in carrying on his farm. The number to the acre depends entirely on the cultivation carried on. Female labour is seldom employed. But few labourers are employed on the farms by the day. They are paid by the month, receiving from 20 to 30 dollars per month (currency)\* and boarded, quite generally in the families of the employers.

9. Agricultural labourers emigrate but little, unless seeking employment from place to place is called emigration.

10. Every farmer and proprietor lives on his own farm.

11. They are well housed, fed, and clad; they live as well as thriving persons desire, having a well-loaded table, with meat, bread, vegetables, &c., and their general circumstances are good.

12. I have no statistical tables from which to draw an answer.

13. Every body believes in the above system.

\* Say 6½ dollars to the £ sterling at present exchange.

**(B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.**

1. Farms of various sizes, from 30, 50, to 300 or 500 acres, are rented.
  2. Farms are rented usually for one year, to be renewed if desirable from April to April. Sub-tenancies are unknown.
  3. The tenancy is sometimes by written agreement, but most generally by parol. The law presumes the duration of farm-tenancy to be one year.
  4. Written agreements are not registered.
  5. Legal tribunals never fix the rent, that is a matter of agreement between landlord and tenant; and the law provides that notice shall be given to the tenant to quit—usually the length of time between two pay days; and the tenant cannot remain so long as he punctually pays his rent, unless the landlord desires.
  6. No provision is made for the tenant to sell his interest in the farm which he rents.
- N.B.—It should be remembered that the renting of farms is very unusual here.

*Rent.*

1. The payment of rent is usually in money, the amount being agreed upon between the parties. Farms are also rented "to the halves," the tenant paying all the expenses, and paying the proprietor interest on a valuation of the stock and tools, and one-half of the gross proceeds from sales of produce, milk, &c. It is usually stipulated in such cases that the tenant shall sell no hay from the farm.
2. The rent is not fixed by law, but by custom, as the parties agree.
3. The landlord has the right to raise the rent when the term for which the farm was rented shall have expired. He has the power of eviction alluded to above. The rent is usually payable semi-annually.
4. The law confers no privileges on the landlord above other creditors.

*Evictions.*

By a summary process provided by statute, called an action of forcible entry and detainer, popularly called "an action of ejectment."

If the action is brought for non-payment of rent, fourteen days previous notice in writing is required. If to determine a tenancy-at-will; then a notice equal to the intervals between the payment of rent; that is to say if the rent is payable weekly, a week's notice is sufficient; if monthly, a month's notice, &c., which notice is to be served on or before the rent day.

There is no special mode of avoiding eviction aside from the usual defences to the action of ejectment, such as insufficient notice, denial that the rent is in arrear, &c.

In case of eviction the tenant has no right of redemption, but if ejectment is brought for non-payment, under a written lease, the tenant by paying all arrears of rent, interest and costs, four days before the return day of the writ, may retain possession of the premises. In addition to the statute provisions, there are also the common law remedies.

2. These evictions are very frequent, and usually for non-payment of rent.

*Improvements.*

1. Improvements are made by the landlord.
2. If by the tenant, under special contract with the landlord.
3. The landlord upon resuming possession has a legal right to improvements made on the farm by the tenant; but it should be remembered that the tenant makes no such improvements except when remunerated by the landlord, as they are made.
4. Answered by above.
5. Tenants have no means of raising loans for improvements of their holdings, except on their individual credit.

*Miscellaneous.*

1. Friendly, and no futher legislation is required.
2. Tenants cultivate according to the wants of the markets, as proprietors engaged in practical agriculture do. Tenants are in every way, such as living, social position, character, &c., equal to the small proprietors, and large ones too, so far as I know.
3. Tenants increase and multiply in the same way and in the same proportion as the proprietors.

4. They and their children emigrate no more nor less than other persons.
5. This system is generally received by the public, and is in accordance with the civil institutions of New England.
6. The Legislature has never created tenancies or granting of leases; it only provides the law by which individuals can create them; every man does as he pleases with his landed estates as long as he holds them.
7. Answer comprehended in above.
8. Public opinion approves of this.
9. Government has taken no steps in the matter.
10. Tenants receive no assistance except from their own heads and hands.
11. The laws in force disperse the lands.

*Additional Queries.*

14 (a). There are no tenures resembling copyholds of England. Tenants are always removeable.

I consulted Dr. George B. Loring, of Salem, Massachusetts, the most eminent authority here on all matters connected with land, and suggested whether some houses rented on long leases and at high rents, for improvements, the said improvements reverting absolutely to owner at expiration of lease, did not come somewhat under the head of "copyhold," and I inclose his reply, which is interesting, and disposes of the question fully.

(Signed) F. LOUSADA,  
*Her Britannic Majesty's Consul for Massachusetts  
and Rhode Island.*

Inclosure 2 in No. 23.

*Dr. Loring to Consul Lousada.*

My dear Sir,

Salem, October 16, 1869.

THE doctrine of copyhold is of no application in the United States. The absence here of all villenage renders it impossible.

There may be an analogy in the cases to which you refer. But they are simply long leases, and are confined to large cities where improvements are constant and valuable, and where the value of real estate is constantly increasing. If you will take the rate at which Mr. Bradlee could rent his estate without improvements, and get an annual return therefrom, you will see that he is paying pretty well for the improvements made on it by his tenant.

I know of but one instance of similar leases of farming property, that of the Brierley Estate in Tyngsboro', Massachusetts, and that ended in disaster to all parties. The tenants made and could make no improvements, and the proprietors starved before the leases expired.

The truth is, that all law and custom in this country militate against the long possession of large landed estates, from generation to generation.

Truly yours, &c.  
(Signed) GEO. B. LORING.

No. 24.

*Consul Walker to the Earl of Clarendon.—(Received November 9.)*

My Lord,

Charleston, October 27, 1869.

IN conformity with instructions received from Her Majesty's Minister at Washington, on the 18th instant, I have the honour to inclose herewith to your Lordship a report on the subject of Land Tenure, as it prevails in the State of South Carolina.

This report is in the form of answers to the several queries contained in a Query Paper on the subject, which was at the same time forwarded to me from the Legation.

I have, &c.  
(Signed) H. PINCKNEY WALKER.

## Inclosure in No. 24.

*Report upon the Tenure of Land in South Carolina.*

THE population of South Carolina by the census of 1860 is stated to number 703,708; by a State official computation its area appears to be 41,513,216 acres. The State is divided into thirty counties, and the population and arable land, being the only land in cultivation, are as follows, viz. :—

Names of Counties.	White Population.	Negro and Mulatto Population.	Acres of Arable Land.
Abbeville .. ..	11,516	20,860	142,427
Anderson .. ..	14,286	8,587	82,595
Barwell .. ..	12,702	18,041	183,617
Beaufort . . . .	6,714	33,339	118,364
Charleston .. ..	29,188	40,912	106,123
Chester .. ..	7,098	11,024	94,321
Chesterfield .. ..	7,354	4,480	35,542
Clarendon .. ..	4,378	8,717	64,396
Colleton . . . .	9,255	32,661	96,330
Darlington .. ..	8,432	11,929	106,611
Edgefield .. ..	15,654	24,233	135,510
Fairfield . . . .	6,373	15,738	85,444
Georgetown .. ..	3,013	18,292	29,642
Greenville .. . .	14,631	7,261	68,744
Horry . . . .	5,564	2,398	23,975
Kershaw . . . .	5,048	8,038	44,863
Lancaster .. ..	6,054	5,743	45,340
Laurens . . . .	10,529	19,329	106,173
Lexington .. ..	9,333	6,246	65,286
Marion .. ..	11,007	10,183	76,036
Mariborough .. ..	5,373	7,061	81,194
Newberry .. ..	7,000	13,879	80,432
Orangeburg .. ..	8,108	16,788	129,374
Pickens . . . .	15,335	4,304	68,872
Richland .. ..	6,863	11,444	48,519
Spartanburg .. ..	18,537	8,542	75,581
Sumter .. ..	6,857	17,002	86,594
Union .. ..	8,670	10,965	72,029
Williamsburg .. ..	5,187	10,302	43,679
York .. ..	11,329	10,173	103,619
<b>Total .. ..</b>	<b>291,388</b>	<b>412,320</b>	<b>2,490,450</b>

## Total of Population :—

White .. ..	291,388
Negro and mulatto .. ..	412,320
	<hr/>
	703,708

	Acres.
Land in cultivation .. ..	2,490,450
Other land .. ..	29,022,766
	<hr/>

Aggregate average .. .. 41,513,216

Or, about 3½ acres of cultivated land to each inhabitant.

Among these inhabitants the Christian religion prevails. It should be noted that a new census is now being taken, which, as war has intervened, may, in some particulars, show very different results.

The culture of cotton, rice, and provisions are the principal industrial pursuits; by the term "provisions" are meant, Indian corn, peas, sweet potatoes, and everything else desired for plantation consumption. Manufacturing industry is in its infancy.

**LAND OCCUPATION.**

Land is occupied—

- (A.) By proprietors of large possessions;  
 By proprietors of limited possessions;  
 By tenants holding directly of proprietors; and also,
- (B.) By sub-tenants.

But the occupation of land by proprietors prevails so generally as almost to exclude from view occupation by tenancy.

## (A).—SMALL PROPRIETORS.

Or those having limited possessions:—

1. These, before the occurrence of the late civil disturbances, might be said to own tracts of land varying in size from 50 to 500 acres; but the effect of those disturbances, in some portions of the State, has been to bring into existence another class of small proprietors, viz., those of the African race among whom the lands of the white inhabitants have been distributed by military power; the size of the tracts now held by such may be said to range from 5 to 50 acres, and are held in one body. It is to these in particular to which the following remarks are applicable.

2. The Statute for the Distribution of Intestates' Estates gives one-third to the widow, and the remainder to the child or children; if no widow, the whole to the child or children.

3. The forms appended, A and B, are declared by Statute to "be valid and effectual to convey from one person to another, or others, the fee-simple of any land or real estate, if the same shall be executed in the presence of, and be subscribed by, two or more credible witnesses."

It is provided that the prescribed form shall not invalidate forms previously used.

The usual cost attending a transfer by sale, including a professional investigation of title, may be from fifteen to fifty dollars in money, cotton, or provisions.

Upon form A will be found the prescribed form of renunciation of dower, and upon form B the prescribed form for renunciation by a married woman when the estate is held in her right.

4. There are no special facilities possessed by small proprietors for raising money.

5. The usual mode of disposing of real estate applies, it is believed, to small as well as to large bodies of land, and to the valueless tracts as well as to the valuable. It is to offer the same for sale on such terms as these, viz., one-fourth cash, balance in one, two, and three years; the credit portion to be secured by the bond of the purchaser and mortgage of the property sold. The usual rate of interest, where no special agreement is made, is 7 per cent. per annum; but there are now no usury laws.

6. Upon the forms appended will be found a form of affidavit, which being filled up and sworn to before any Magistrate or notary, entitles the deed to record in the Office of Registry for the county in which the land is situate.

7. Nothing favourable can be said in reply to this question. Generally a patch is planted in cotton, and another in provisions; little further attention and care are bestowed, and the crops soon becoming choked with grass and weed, no profit can be said to result from the operation. Stock are not generally raised by this class of proprietors, and very sparingly by any.

8. Small proprietors have not the command of capital which the employment of machinery requires. The hoe and the axe are the only implements the agricultural labourer (freed negro) uses. A man with the aid of a mule and plough might manage, on the seaboard, about ten acres, and in the interior about twenty. Without the mule and plough, from one to two acres is as much as is generally prepared.

A few, but a very few, are thrifty, and these probably obtain assistance by hiring others. The women, too, are useful in the field, and use the hoe with skill.

From 30 to 50 cents (1s. to 1s. 6d.) per day would be customary wages, and these would, probably, be paid in provisions. Labour from outsiders would only be occasional.

No labourers are supposed to live with their employers.

9. The agricultural labourers are in the habit of removing from place to place, from, it is thought, the mere love of change.

10. They construct little huts, and live on their own lots.

11. Two acres of land well farmed, with the usual appendages of pigs and poultry, and the products of the rivers and forest, which are generally within the reach of all, might keep a family of negroes in great comfort; but negroes prefer indolence. Huts of the most ordinary kind, irregular and insufficient sustenance, and very often indeed a mere apology for clothing, gratify their utmost ambition.

12. The population, to which these observations apply, is rapidly diminishing. Wandering habits of life, want of proper clothing, irregular and insufficient food, and imperfect and unwholesome dwellings, all operate disadvantageously; and especially is it so when these poor creatures are overtaken by sickness, for generally without money they can obtain no medical aid, and the country is too wide and the population too sparse to permit any regulations for the benefit of the poor to be carried into effect. So that these poor people, since they have obtained their freedom from slavery, have no means of obtaining hospital attendance during sickness; and they have no idea of taking care of



themselves, nor of each other, either then or at any other time, without the supervision and direction of some white person. Having, by their acceptance of freedom and consequent antagonistic conduct, in a great measure, isolated themselves from those who formerly cared for them, the consequences are apparent in the excessive mortality that occurs among them. There are, however, no statistics from which a more particular answer can be given. The mortality in Charleston for the last few years has been as follows:—

In 1866—population estimated at 35,000, and about equally divided between whites and blacks:—

Mortality of whites	::	::	::	::	::	607
Mortality of blacks	::	::	::	::	::	1,164
						1,771
Proportion to entire population, 1 in $19\frac{174}{1000}$ .						

In 1867:—

Mortality of whites	::	::	::	::	::	462
Mortality of blacks	::	::	::	::	::	879
						1,341
Proportion to entire population, 1 in $26\frac{920}{1000}$ .						

And in 1868:—

Mortality of whites	::	::	::	::	::	390
Mortality of blacks	::	::	::	::	::	818
						1,208
Proportion to entire population, 1 in $28\frac{970}{1000}$ .						

13. It is an experiment. The general local belief is that many of the class referred to will, in the course of time, disappear, and that the residue will not become of greater use to civilization than they are at present.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

##### *Tenure.*

1. A tenant may hold a large body of land; a sub-tenant, perhaps, from two to five acres.

2. The tenancy is for a season. The parties hiring are generally wholly irresponsible, and they do just as they like. If they have a crop planted they will be unlikely to leave before harvest; but they would not hesitate to put others in their places if it suited their convenience, whether the landlord approved or not.

3. Tenancy is generally by parol, and made manifest by peaceable occupation: If nothing to the contrary, by express agreement, the law would presume a tenancy for the season, to the 1st December or 1st January, according to the custom of the locality.

4. A lease should be recorded at the Court-house of the county in which the land is situate within three months of execution, if for more than one year, or it would not be valid against the claims of third persons.

5. There is no law or custom to the effect inquired of.

6. General want of responsibility will induce a tenant to act according to his own caprice, irrespective of the wishes of his landlord.

##### *Rent.*

1. It is generally paid by a share of the products of the farm.

2. And depends upon the understanding of the parties, generally it is payable when the crop is got in.

3. The tenancy being for a single season, the rent for a subsequent season, upon a tacit holding over would be the same; but upon the termination of the first, or any other year there is nothing to prevent the landlord from imposing fresh terms if so disposed.

4. Appended (C) is a copy of the Act recently passed to protect labourers and persons working for shares of crops; which, as is submitted, may be useful in connection with the present subject. The remedy for rent in arrear by distress, was abolished by military order and it has not been since re-established.

The landlord now has no priority over other creditors; except on the administration

of the estates of deceased persons: in such cases the prescribed order of payment is as follows:—

1. Funeral expenses: expenses of last sickness; and the expense of proving will, or of letters of administration;
2. Debts to the public;
3. Judgments, mortgages, and executions,—the oldest first;
4. Rent;
5. Bonds, and other obligations of that class; and
6. Debts on open account.

#### *Evictions.*

1. When tenants hold over landlords have an expeditious and summary mode of gaining repossession, by making application to a magistrate who causes a jury to be summoned to try the complaint; and upon verdict rendered, the magistrate issues his warrant commanding the sheriff within ten days to put the landlord in possession.

No notice is requisite on the expiration of a written lease, and no parol lease gives a right of possession for more than one year; but if there were a holding on by consent, three months' notice would be necessary to terminate a subsequent year's tenancy, or it would run on as before.

Non-resistance to eviction must be by defending the complaint made before the jury. Written leases generally provide that failure to pay rent shall terminate the lease; so that the proceedings would be against the tenant for holding over, rather than for not paying: for the rent, the landlord would probably be left to his action of debt on covenant, or of assumpsit for use and occupation according to the nature of the lease.

2. Evictions, such as are referred to, are not infrequent, but yet not very common.

#### *Improvements.*

1, 2, 3, and 4. Tenants are prohibited by statute from making alterations, or removing buildings erected on leased lands; but such matters are invariably governed by the contract the parties enter into; if a landlord would not reimburse a tenant, the latter would not improve the property in his possession. Questions of this sort very seldom arise.

5. Persons in good credit and able to deposit approved collateral security, may raise money at from 12 per cent. to 36 per cent. per annum for any purpose; but tenants occupy no better position than other persons.

#### *Miscellaneous.*

1. The existing relations between landlords and tenants are friendly.

2. Nothing very favourable can be said of either small proprietors or of their tenants, nor of sub-tenants. Labourers who do not hire land are the most respectable, for they, labouring for proprietors of large estates, work, generally, two days of each week without wages in money, but as payment for the use, for each, of a comfortable house and of about two acres of land, which they and their wives and children cultivate as they please; or the remaining four days of the week they receive from 30 to 50 cents a day (1s. to 1s. 6d.) These are comparatively industrious; the others are indolent in the extreme, and frequently vicious and pestilent.

By a day's work is meant a task which usage has established as the labour a negro should be required to perform in the course of a day—it is generally accomplished in little over half a day.

3. This population is said to be diminishing very rapidly. Tenants and small proprietors have no distinct classification, and no mortuary tables are kept.

4. A love of change causes them to wander from place to place.

5. The present state of things is owing to the political teachings of the Adventurers from the North, commonly called Carpet-baggers. If the minds of the negroes had not been unsettled by the strangers referred to, they would, it is thought, have yielded deference to the advice and judgment of those who better understood their nature and necessities, and would have become much more steady and useful members of the community. As it is, many are good for nothing, and their bad example produces an unfavourable effect on those of greater worth.

6, 7, 8, 9, and 10. In answer to these questions a copy of an Act of the Legislature

is appended (D), which sanctions a plan for the purchase of land to be divided and resold in lesser tracts.

11. The abolition of the law of primogeniture operates against the accumulation of land. The division of the estate of the ancestor among all of his children instead, renders partition frequently necessary; though not unfrequently, on a sale for partition one member of the family buys the family plantation on the usual terms of credit, and his bonds secured by mortgage of the land, are divided instead. By will, too, if so disposed, a testator can do, by his own act, what in England the law would otherwise do for him, that is to say, he may provide for an elder son to the prejudice of younger brothers and sisters; and if he chooses he may make as strict a settlement, and for as long a period as may be done in England.

*Copyhold.*

To the additional query as to copyhold tenures, it need only be remarked that they do not exist.

(Signed) H. PINCKNEY WALKER, *Consul.*  
*British Consulate, Charleston, October 26, 1869.*

Appendix (A).

*Title to Real Estate.*

The State of South Carolina.

KNOW all men by these Presents, that  
in the State aforesaid in consideration of the sum of

to in hand paid at and before the sealing these presents, by

in the State aforesaid, (the receipt whereof is hereby acknowledged), have  
granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and  
release, unto the said

Together with all and singular the rights, members, hereditaments, and appurtenances  
to the said premises belonging, or in anywise incident or appertaining.

To have and to hold all and singular the said premises before mentioned, unto the  
said heirs and assigns for ever. And  
do hereby bind heirs, executors, and administrators, to  
warrant and for ever defend all and singular the said premises unto the said  
heirs and assigns, against and  
heirs, and all and every other person lawfully claiming or to claim the same, or any part  
thereof.

Witness, hand and Seal this day of  
in the year of our Lord one thousand eight hundred and and in the  
year of the Sovereignty and Independence of the United States of  
America.

Signed, sealed, and delivered in the presence of

*Title.*

The State of South Carolina, }  
County. }

Personally appeared before me, and made  
oath that saw the within-named  
sign, seal, and as act and deed, deliver the within written  
deed; and that with witnessed the  
execution thereof.

Sworn to before me this day of 18

*Renunciation of Dower.*

The State of South Carolina, }  
County. }

I, \_\_\_\_\_ do hereby certify unto all whom it may concern, that Mrs. \_\_\_\_\_ the wife of the within-named, \_\_\_\_\_ did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release, and for ever relinquish unto the within-named \_\_\_\_\_ heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to all and singular the premises within-mentioned and released.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini eighteen hundred and \_\_\_\_\_

Appendix (B).

*Title to Real Estate.—Renunciation of Inheritance.—Form No. 4.*

The State of South Carolina.

KNOW all Men by these Presents, that \_\_\_\_\_ in the State aforesaid \_\_\_\_\_ in consideration of the sum of \_\_\_\_\_ to \_\_\_\_\_ in hand paid at and before the sealing of these presents, by \_\_\_\_\_ in the State aforesaid, \_\_\_\_\_ (the receipt whereof is hereby acknowledged), have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release, unto the said \_\_\_\_\_

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining:

To have and to hold all and singular the said premises before mentioned, unto the said \_\_\_\_\_ heirs and assigns for ever. And \_\_\_\_\_ do hereby bind \_\_\_\_\_ heirs, executors, and administrators, to warrant and for ever defend all and singular the said premises unto the said \_\_\_\_\_ heirs and assigns, against \_\_\_\_\_ and \_\_\_\_\_ heirs, and all and every other person lawfully claiming or to claim the same, or any part thereof.

Witness \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ and in the \_\_\_\_\_ year of the Sovereignty and Independence of the United States of America.

Signed, sealed, and delivered in the presence of \_\_\_\_\_

*Title.*

The State of South Carolina, }  
County. }

Personally appeared before me, \_\_\_\_\_ and made oath that \_\_\_\_\_ saw the within-named \_\_\_\_\_ sign, seal, and as \_\_\_\_\_ act and deed deliver the within written deed; and that \_\_\_\_\_ with \_\_\_\_\_ witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_

*Renunciation of Inheritance.*

The State of South Carolina, }  
 County. }

concern, that

do hereby certify unto all whom it may  
 the wife of the within-named,

did this day appear before me, and upon being privately and  
 separately examined by me, did declare that she did, at least seven days before this her  
 examination, positively, actually, and *bonâ fide* join her said husband in executing the  
 within release, and that she did then, and still does, at this her examination, freely,  
 voluntarily, and without any manner of compulsion, dread, or fear of any person or persons  
 whomsoever, renounce, release, and for ever relinquish unto the within-named

heirs and assigns, all her interest and estate  
 and also all her right and claim of inheritance, of, in, or to all and singular the premises  
 within-mentioned and released.

Given under my hand and seal, this  
 Anno Domini 18

day of

(L.S.)

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 Appendix (C).

A.D. 1869.

*An Act to protect Labourers and Persons working under Contract on Shares of Crops.* No. 147.

Section 1. Be it enacted by the Senate and House of Representatives of the State of  
 South Carolina, now met and sitting in General Assembly, and by the authority of the  
 same, that all contracts made between owners of land, their agents, administrators or  
 executors, and labourers, shall be witnessed by one or more disinterested persons, and, at  
 the request of either party, be duly executed before a Justice of the Peace or Magistrate,  
 whose duty it shall be to read and explain the same to the parties. Such contracts shall  
 clearly set forth the conditions upon which the labourer or labourers engaged to work,  
 embracing the length of time, the amount of money to be paid, and when; if it be on  
 shares of crops, what portion of the crop or crops.

Contracts wit-  
 nessed.

Sec. 2. That whenever labour is performed under contract on shares of crop or crops,  
 such crop or crops shall be gathered and divided off before it is removed from the place  
 where it was planted, harvested, or gathered. Such division to be made by a disinterested  
 person, when desired by either party to the contract. And such disinterested party shall  
 be chosen, by and with the consent of the contracting parties, whenever the parties fail to  
 agree upon any disinterested party, or if complaint is made that the division has been  
 unfairly made, within ten days after such division, it shall be the duty of the Justice of the  
 Peace or Magistrate residing nearest the place where such crop or crops are planted,  
 harvested, or gathered, to cause, under his immediate supervision, such equitable division  
 as may be stipulated in the contract. Such disinterested party or Justice of the Peace or  
 Magistrate shall receive a reasonable compensation for such service, to be paid by both of  
 the contracting parties, according to their several interests, except in cases of an attempt  
 to wilfully defraud the other by one of the contracting party; then such compensation  
 shall be paid by the party so attempting to defraud the other. When such division has  
 been made, each party shall be free to dispose of their several portions as to him or her or  
 them may seem fitting: Provided, that if either party be in debt to the other for any  
 obligation incurred under contract, the amount of said indebtedness may be then and there  
 settled and paid by such portion of the share or shares of the party so indebted as may be  
 agreed upon by the parties themselves, or set apart by the Justice of the Peace or  
 Magistrate, or any party chosen to divide said crop or crops.

Crops to be divid

Debts to be set

Sec. 3. That whenever labourers are working on shares of crop or crops, or for wages  
 in money or other valuable consideration, they shall have a prior lien upon said crop or  
 crops, in whosoever hands it may be. Such portion of the crop or crops to them belonging,  
 or such amount of money or other valuable consideration due, shall be recoverable by an  
 action in any Court of competent jurisdiction.

Lien on crop.

Sec. 4. That whenever such contract or contracts are violated, or attempted to be  
 violated or broken, or whenever fraud is practised, or attempted to be practised, by either  
 party to such contract or contracts, at any time before the conditions of the same are  
 fulfilled and the parties released therefrom, complaint may be made before a Justice of the  
 Peace or Magistrate, or may be carried before any Court having jurisdiction in such cases,  
 where the extent and character of the offence shall be determined. If the offending party  
 be the landowner or owners, his, her, or their agent or agents, and fraud has been practised,

Violation of  
 tract.

Remedy.

enalty.

or attempted to be practised, either in keeping any account or accounts between him, her, or them, and the other party or parties to such contract or contracts, or in the division of the crop or crops, or the payment of money or other valuable consideration, upon proof to conviction, such offender or offenders shall forfeit and pay a fine, not less than 50 dollars nor more than 500 dollars; or if it be a disinterested party chosen to make a division or divisions of crops hereinbefore provided, he, she, or they, shall be liable to an action of trespass, and shall be tried in any Court of competent jurisdiction, and on proof to conviction, be fined in a sum not less than 50 nor more than 500 dollars, or be imprisoned for a period not less than one month nor more than one year, at the discretion of the Court. If the offending party be a labourer or labourers, and the offence consist either in failing wilfully and without just cause to give the labour reasonably required of him, her, or them, by the terms of such contract, or in other respects shall refuse to comply with the conditions of such contract or contracts, or shall fraudulently make use of or carry away from the place where the crop or crops he, she, or they may be working are planted, any portion of said crop or crops, or anything connected therewith or belonging thereto, such person or persons so offending shall be liable to fine or imprisonment, according to the gravity of the offence, and upon proof to conviction before a Justice of the Peace or a Court of competent jurisdiction.

responsibility of Magistrates.

Sec. 5. Any Justice of the Peace or other officer before whom complaint is made, and whose duty it is to try such cases as is hereinbefore provided, who shall offend against the true intent and meaning of this Act, or shall refuse to hear and determine, impartially, all cases that may be brought before him, under the provisions of this Act, and all peace officers, whose duty it is to apprehend all offenders against the laws of the State, who shall refuse to perform their duty in bringing to justice any and all offenders against this Act, shall be liable to a charge of malfeasance in office, and upon proof to conviction shall be forthwith removed from office, and fined in a sum not less than 50 nor more than 100 dollars.

Sec. 6. All Acts and parts of Acts in any way conflicting with the provisions of this Act are hereby repealed.

Sec. 7. This Act shall take effect and have full force of law from and after its passage.

Approved March 19, 1869.

#### Appendix (D).

A.D. 1869.

186.

#### *An Act to provide for the Appointment of a Land Commissioner, and to define his Powers and Duties.*

Advisory Board.

Land Commissioner.

and.

Term of office.

Members of the Advisory Board.

Authority of the Commissioner.

Treasurer authorized to issue bonds.

Section 1. Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That the Advisory Board hereinafter created is hereby authorized and required to appoint a suitable person to be known as the Land Commissioner of the State of South Carolina; said Commissioner, before entering upon the duties of his office, shall execute to the people of the State of South Carolina a written undertaking, with good and sufficient surety, in the penal sum of twenty thousand dollars, for the faithful discharge of the duties of his office; said undertaking to be approved by the Advisory Board and filed in the office of the Secretary of State. His salary shall be at the rate of two thousand dollars per annum while on duty.

Sec. 2. That said Land Commissioner shall hold his office at the pleasure of the Advisory Board, and before entering upon the duties of his office shall take and subscribe the oath prescribed in the thirtieth Section of Article two of the Constitution, which oath shall be filed in the office of the Secretary of State.

Sec. 3. That the Governor, Comptroller-General, State Treasurer, Secretary of State, and Attorney-General are hereby declared to be an Advisory Board to the Land Commissioner; and said Commissioner shall, in all the duties imposed upon him by the provisions of this Act, be governed by their instructions and advice.

Sec. 4. That it shall be the duty of the said Land Commissioner to purchase or cause to be purchased any lands in any portion of the State, improved or unimproved, at such price as the said Advisory Board may determine, not to exceed in the aggregate amount in any one fiscal year the par value of the public stock of this State created by the General Assembly for this purpose.

Sec. 5. The Treasurer of the State is hereby authorized and directed to issue to the Land Commissioner bonds of this State in the sum of two hundred thousand dollars,

with coupons attached, if in the opinion of the said Advisory Board so much be necessary, bearing six per cent. interest, the principal payable in twenty years at the Financial Agency of this State in the city of New York; the bonds to be signed by the Governor, countersigned by the Comptroller-General, and the coupons to be signed by the Treasurer of the State. The faith and credit of the State is hereby pledged to the payment of the principal and interest of said bonds, and a sufficient amount of taxes is hereby levied to pay the interest accruing on said bonds annually.

Sec. 6. All lands purchased by said Land Commissioner shall be sub-divided into sections, containing not less than twenty-five nor more than one hundred acres, to be sold to actual settlers, subject to the condition that one-half thereof shall be placed under cultivation within five years from the date of such purchase, and that the purchaser shall annually pay interest at the rate of six per cent. per annum upon any moneys remaining unpaid, and also all taxes imposed thereon by the authority of the United States or of this State. And in addition thereto, shall, in every year after the third from the date of said purchase, pay one-fifth of the principal. The title to said land shall remain in the State until the amount of said purchase shall be paid, principal and interest; but a certificate of such purchase shall be assignable at three years from date thereof: Provided, That in every case where a person purchases more than one section of fifty acres, they shall pay on such excess one-fourth cash, and the balance to be paid in equal annual instalments of one-fourth the amount of purchase each year: Provided, That no person shall be entitled to purchase, in his own name, or for his own use, more than one hundred acres.

Sec. 7. It shall be the duty of the said Land Commissioner to deposit with the Treasurer of the State all moneys collected by him as interest due upon the sale of said lands, which shall be used by the Treasurer of the State in the payment of the interest on the stocks and bonds of the State, issued for the purchase of said lands, and to invest in bonds of this State all moneys received by the Land Commissioner in payment for said lands as principal; said State bonds to be deposited with the Treasurer of the State, to constitute a sinking fund for the final payment and redemption of all stocks or bonds issued by the State for the purchase of said lands. The interest accruing on the bonds of the said sinking fund shall be applied to the payment of the interest upon the stocks or bonds of the State issued for the purchase of lands.

Sec. 8. The books and records of the office of the said Land Commissioner shall, at all times, be subject to the inspection of the Advisory Board, or any member thereof; and the said Land Commissioner shall annually make a detailed report of the transactions of his office to the General Assembly.

Sec. 9. The said Land Commissioner, in addition to the compensation hereinbefore prescribed, shall receive such fees as the Advisory Board may prescribe, not to exceed, in the aggregate for each title, the sum of ten dollars, the cost of all other papers included. Said fees, also mileage and per diem of the Land Commissioner, shall be paid out of the contingent fund of the State, to be paid by the Treasurer on the certificate of the Advisory Board. And the Land Commissioner shall be allowed such clerical assistance as may be authorized by the Advisory Board, which shall be paid in the same manner.

Sec. 10. The said Land Commissioner shall not purchase from or sell to the State any land, neither shall he engage in speculations in lands, either on his own account or as agent for other persons or corporations, and upon conviction thereof, for every such offence, shall be fined and imprisoned at the discretion of the Court.

Sec. 11. All Acts or parts of Acts inconsistent with this Act are hereby repealed.  
Approved March 27, 1869.

No. 25.

*Consul Archibald to the Earl of Clarendon.—(Received November 9.)*

My Lord,

New York, October 29, 1869.

IN compliance with instructions from Her Majesty's Minister at Washington, I have the honour to transmit, herewith inclosed, for your Lordship's information, a copy of a report made by me to Mr. Thornton, on the system of land occupation in the State of New York.

I have, &c.  
(Signed) E. M. ARCHIBALD.

## Inclosure in No. 8.

*Report respecting the Tenure of Land in the State of New York.*

*Name of Country.*—State of New York.

*Population.*—By the last census (1865) 3,831,000.

*Religions.*—Christian and Jewish.

*Industrial Pursuits.*—Agriculture, manufacture, and maritime pursuits.

## LAND OCCUPATION.

Q. What is the system of land occupation; whether by (A) small proprietors; (B) tenants under proprietors, and sub-tenants under intermediate tenants holding from proprietors; and in what proportion do these several systems exist?—A. The system of land occupation in this State does not consist in a tenure by small proprietors, nor, with a few exceptions in certain counties, by tenants under proprietors. Of sub-tenants under intermediate tenants holding from proprietors there are none. By the constitution and laws of this State, the people of the State, in their right of sovereignty, are deemed to possess the original and ultimate property in and to all lands within the jurisdiction of the State, and all lands, the title to which shall fail from a defect of heirs, shall revert or escheat to the people. All lands within the State are declared to be allodial, so that, subject only to the liability to escheat, the entire and absolute property is vested in the owners, according to the nature of their respective estates. All feudal tenures of every description with all their incidents are abolished.

The whole of the lands within the State have been, from time to time, granted by the Dutch Government, by the Crown of England, and Colonial Governors, and, subsequently to the Revolution, by the Government of the State. With a few exceptions, to which I shall presently refer, the lands granted have been, for convenience of settlement and cultivation, allotted in uniform quantities of about 160 acres, laid off in regular sections and blocks. In this State farms comprising fewer than 100 acres are rare. There are, consequently, no small proprietors within the State; or, if any, too few to form a class such as that to which most of the queries under this head would be applicable. There is, therefore, properly speaking, no system of occupation by small proprietors upon which I can offer any useful observations within the scope of the queries.

Subject to these preliminary remarks I proceed to reply to the respective queries, so far as the same are applicable, as follows:—

## (A.)—SMALL PROPRIETORS.

Q. 1. What quantity of land is usually held by each, and is it usually held together or intersected by other properties?—A. From 100 to 200 acres, in lots or parcels not intersected by other properties.

Q. 2. What is the law regulating the descent and division of landed property on death of owner?—A. The rules which govern the descent and division of landed property are briefly as follows:—Land or real estate of a proprietor dying intestate, by the laws of this State, descends, 1st, to his lineal descendants; 2nd, to his father; 3rd, to his mother; 4th, to collateral relatives, viz., lawful children and their descendants in equal degree, take in equal parts, however remote from the intestate the common degree of consanguinity may be. Children and their descendants take *per stirpes*. In case there be no lineal descendants the father takes, unless the estate came to the intestate on the part of the mother, and such mother be living. In this case, if the mother be dead, the father takes an estate for life, with reversion to brothers and sisters of intestate and their descendants. If there be no brother or sister or their descendants, then to the father in fee. On the other hand, in case there be no lineal descendants, and the father be dead, the estate descends to the mother for life, with reversion to the brothers and sisters of intestate and their descendants. If there be no brother or sister, or their descendants, then to the mother in fee. If there be no father or mother living then collaterals of equal degree take in equal degree, however remote. This rule applies to direct lineal descendants of every brother and sister to the remotest degree, descendants of deceased collaterals taking *per stirpes*. If there be none of these heirs living then the estate descends to the brothers and sisters of the intestate's father, in the same manner as if they had been brothers and sisters of the intestate, and their descendants. If there be no brothers or sisters of the intestate's father, or their descendants, then to the brothers and sisters of intestate's mother and their descendants. If, however, the estate came to intestate on the part of the mother, her brothers and sisters shall be preferred to those of the intestate's father. In case the estate came to intestate on the part of neither father or mother, then the brothers and sisters of both the father and mother take together in equal degree. In case of an illegitimate



intestate without lineal descendants, the estate goes to his mother; if she be dead, then to her relatives. Descendants of the half blood take equally with those of the whole blood, unless the inheritance was derived from some particular ancestor, then all those not of his blood shall be excluded. If any child of intestate have been advanced by him by settlement, or portion of real or personal estate, or both, the same shall be taken into account in distribution of estate; and if the value be equal or superior to the amount of the share of any such child in the real or personal estate, he shall be excluded from participation therein.

There are no tenures resembling the copyholds of England. The law in relation to dower is, with very few modifications, the same as the law of England in this respect.

Q. 3. What is the legal method used for the sale, transfer, exchange, or division of such properties, whether by distinct conveyance, or by a registry only, and what is the usual relative cost of same?—A. The conveyance and transfer of real estate in this State is by a simple form of deed of bargain and sale; if with covenants as to title, &c., it is called a warranty deed; if a mere conveyance of the grantor's interest it is termed a quit claim deed. Conveyance by feoffment with livery of seisin is abolished. A conveyance, however, by lease and release is legal, but very rarely used. An office for registry of deeds is kept in all counties of the State. Registration of deeds, although not compulsory, is invariably practised. Proof of the execution of deeds can be made within the State by acknowledgement of the parties executing, or proof by a witness before certain functionaries. If executed abroad, before certain named officers. Every conveyance, not recorded, shall be void as against any subsequent purchaser, in good faith, and for a valuable consideration, of the same estate, or any part thereof, whose conveyance shall be first duly recorded. Cost of deed is about 1*l.* to 2*l.*; of registration, 10*s.* to 20*s.* Estates can be divided by voluntary agreement, or by suit of partition commenced by any one party, or heir to an intestate, against the other, in any Court of Record in the State. The cost will depend upon the length of the proceedings. In the case of a number of heirs who cannot agree in reference to the division or disposition of real estate, to which they are entitled in common, the Supreme Court has power to direct a sale and distribution of the proceeds.

In reply to Queries 4 to 13 inclusive, I have to report that no special facilities are afforded for raising loans upon properties of any description, either from Government or special public companies (Query 4), or banks, aided by Government or otherwise.

That in this country the practice of mortgaging farms is very general, in part payment of the purchase, or in order to raise money for improvements.

5. The legal rate of interest in this State is 7 per cent., and laws against usury are in force. But borrowers on mortgage of land have not unfrequently to pay, indirectly, a higher rate of interest.

6. Mortgages are registered in the same manner as other conveyances.

8. Machinery is much employed as a substitute for, and in aid of manual labour. Female labour is not employed in agriculture.

The average daily wages of a farm labourer, who lives with his employer, which is the almost invariable usage, is about 3*s.* sterling. I am unable to ascertain what number of labourers to the acre are employed.

10. Proprietors live on their own properties with extremely rare exceptions.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

The occupation and cultivation of land by tenants and sub-tenants form an exception to the general usage in this State. The policy of the Government having been to encourage the holding of land in fee-simple, and the cultivation of it by the largest number of proprietors, there has, consequently, been but a very limited occupation by tenants, and that of a description to which the queries under this head are hardly applicable. I can, therefore, reply to these queries only in a general way.

Prior to the Revolution, and shortly after the independence of the United States, large tracts of land in this State were granted to private proprietors with the view, in some of the earlier cases, of encouraging immigration and settlement; and, later, as rewards for public or military services. Portions of some of these tracts were leased to settlers for terms of 999 years, on the annual payment of small sums, or the yearly delivery of a stipulated quantity of grain or other produce, and in certain cases the performing of a number of days' labour.

This was, and still is, the nature of the tenancy of the Van Rensselaer and Livingstone Estates, and of one or two other similar grants. The quantity of land, however, held under lease has in almost all cases exceeded 100 acres, forming large and profitable farms. The produce and labour rents have been to a great extent, if not now, indeed, in all cases, commuted for a fixed money-rent; but the payment of this rent has, not unfrequently,

been resisted by the tenants, having led, on some occasions, to serious disturbances notwithstanding it bears a very small proportion for per-centage to the present improved and actual value of the farms.

The improvements have all been made by the tenants at their own cost. The landlords have, of late years, striven to induce the tenants to capitalize and purchase the rental, and thereby convert their tenure into a fee-simple. But the quit-rents payable are so small that the tenants are, for the most part, content to continue tenants for a term practically equal to a fee-simple.

It was, I believe, owing to the occurrence of the anti-rent disturbances that an article was introduced into the revised Constitution of this State (Section 14 of Article 1), which provides that "No lease or grant of agricultural land for a longer period than twelve years, hereafter made, in which shall be reserved any rent or service of any kind, shall be valid."

There are, besides the estates of the above description, two large estates or tracts of land,—those of General Wadsworth and Mr. George Clark, in the western part of this State,—large portions of which are occupied as farms by tenants for short terms of years at fair annual rents; but of the conditions of the tenure I am not informed. The quantity of land held by each tenant is in each case, however, sufficient to form a large farm of a class different from that to which the queries refer.

There is no law or usage in this State regulating the rights of landlords and tenants in regard to improvements made by an outgoing tenant. This, and all other incidents of the tenancy, are matters of express stipulation between the parties, and vary in different cases.

In regard to eviction, whenever the right of re-entry by the landlord is reserved or given by grant or lease, in default of a sufficiency of goods and chattels (a clause generally inserted in leases) the landlord, on giving fifteen days' notice may re-enter, notwithstanding there may be a sufficiency of goods and chattels to satisfy the rent. Tenants overholding, after notice from themselves, are liable to pay double rent.

These general observations in reference to the occupation of land in the State of New York are substantially applicable to the tenure of land in the neighbouring States.

(Signed) E. M. ARCHIBALD,  
*Her Majesty's Consul, New York.*

No. 26.

*Consul Booker to the Earl of Clarendon.—(Received November 19.)*

My Lord,

*San Francisco, October 28, 1869.*

I HAVE received from Mr. Thornton a despatch inclosing a copy of your Lordship's circular, with its accompanying queries, of the 26th August, in reference to the tenure of land, and instructing me to prepare a report on the subject for transmission to your Lordship as soon as possible, which I have now the honour of submitting.

The policy of the United States has always been to prevent as far as possible the concentration of landed property, and to encourage proprietorship by the masses; hence the pre-emption law which enables any person who is a citizen, or has declared his intention to become one, to secure 160 acres of land by settling in person on it, at the lowest Government price; and as a step in the same direction this State will not recognize leases granted for a longer term than ten years.

\* California differs from most of the States of the Union, in having come into the possession of the United States with a large portion of its lands already owned. At its cession one-ninth part, or about 11,000,000 acres, were held by some 650 persons and families, under grants from the Spanish and Mexican (almost all the latter) Governments, and of course the best agricultural and grazing lands were comprised in these grants. In addition to the concentration of lands by these donations, there have been other great consolidations by the law permitting United States' lands to be covered in any quantity by agricultural college, school, military bounty, half-breed, and other land warrants, and also by the vast grants from the United States to the different railroad companies; the Central and Western Pacific Companies, forming part of the great Continental Road, having received 20 alternate sections, or 12,800 acres per mile, making in all to these two companies alone over 3,000,000 acres in this State; another road, the "Southern Pacific," has a grant of 10 alternate sections per mile, and other projected lines expect to receive similar concessions.

Comparatively few of the original proprietors of Mexican grants retain their possessions, and almost all the grants in the northern and central portions of the State, in

which there was a fair portion of land suitable for agriculture, have been divided up. The Mexican proprietor, whose previous life had been one of the utmost simplicity, was totally unable to take care of his property when surrounded by eager money-seeking and, in many instances, not over scrupulous adventurers; he found himself involved in the intricacies of law to enable him to acquire a title from the United States, to do which he had to establish his claims to the satisfaction of Commissioners appointed for the purpose, from whose decisions there were appeals to successively the District, Circuit, and Supreme Courts; his lands were "squatted" upon by the early immigrants from the Western States, who ignored altogether his claim, and combined together to throw every obstacle in the way of his proving the genuineness of his title; hence he saw his possessions pass away under expenses which compelled him to sell, or take the initiative in that direction by borrowing at the ruinously high rate of interest then existing; so protracted have been the law proceedings, that up to this day there are many claims to be finally adjudicated upon, but of these, as may well be supposed, very few remain in original hands.

The action of the "squatters," however adverse it might have been to the interest of the owners of the soil, was really of benefit to the State, as it was the cause of the division of much land that would otherwise have remained concentrated, and allowed to be untilled or used only for grazing. It is not to be assumed that although much good land is now in comparatively few hands that it will continue so for any length of time, as it is not held by persons who wish to be regarded as large landed proprietors, but simply as a matter of business or speculation; and as the pecuniary condition of the industrial classes in this State is so far above that of the working population of the other States, they can afford to pay for land a price above that charged by the United States' Government to pre-emptionists—1 dollar 25 cents currency an acre. The facilities granted to lessees by many proprietors, in letting the land on shares, in the way described in my answer to Question No. 1, under the heading of "Rent," gives the opportunity to almost any agricultural settler to commence farming at once on arrival, and he cannot fail, if he possess ordinary industry, to speedily acquire capital sufficient to enable him to purchase a farm for himself.

The single, or even married man, can also by the labour of his own hands soon possess himself of the means to procure a farm.

In illustration of my remarks as to the pecuniary condition of the industrial classes, I may mention that in eleven savings' banks—eight in San Francisco and three in other towns—the deposits amounted on the 1st July last to 5,321,614 $\frac{1}{2}$ ., on account of 33,749 depositors, being an average of 153 $\frac{1}{2}$ l. to each depositor; and that the current rates of wages are as follows:—

Farm labourers	..	..	..	6 $\frac{1}{2}$ l. to 6 $\frac{1}{2}$ l. per month when engaged for the year round, with board.
				8 $\frac{1}{2}$ l. to 11 $\frac{1}{2}$ l. during ploughing and harvest season, with board.
				8s. to 10s. per day during harvest season, with board.
Labourers in cities	..	..	..	8s. per day, without board.
				6 $\frac{1}{2}$ l. per month, with board.
Labourers on railroads in the mountains	..	..	..	9s. to 10s. per day, without board.
Men and wives when engaged together	..	..	..	10 $\frac{1}{2}$ l. to 14 $\frac{1}{2}$ l. per month, with board.
Miners	..	..	..	12s. to 13s. per day, without board.
Carpenters, house	..	..	..	12s. to 16s., ditto.
Ditto, ship	..	..	..	16s. to 20s., ditto.
Blacksmiths	..	..	..	12s. to 16s., ditto.
Gardeners	..	..	..	8 $\frac{1}{2}$ l. to 10 $\frac{1}{2}$ l. per month, with board.
Hod carriers	..	..	..	10s. per day, without board.
Porters	..	..	..	6 $\frac{1}{2}$ l. to 9 $\frac{1}{2}$ l. per month, with board.
				12 $\frac{1}{2}$ l. to 14 $\frac{1}{2}$ l. per month, without board.

The area of land in California is estimated at about 100,000,000 acres, of which, perhaps, 20,000,000 to 25,000,000 may be classed as fair agricultural land, 35,000,000 to 40,000,000 are adapted to grazing, and the remainder consists of rugged mountains and barren land.

It is estimated that not more than 2,500,000 acres will be put under cultivation the coming season, so we must have a vastly increased population before the settler will have any difficulty in securing land at a reasonable price.

There are no, what may be termed, small proprietors in the State, few, except among the vine-growers, occupying less than 80 acres, and in some districts the farms range from 400 to 800 acres.

To take the State through, there is not more than one farm in ten where stock-raising is combined with farming: in some of the localities where farming has been carried on for years, one-sixth of the land on the average is reserved for grazing the few horses kept for farm work and a few cows for dairy purposes. In the mountain valleys horse and

cattle raising is frequently carried on as an adjunct to grain growing, the hills affording pasture for the animals, but, generally speaking, stock raising and dairy farming are conducted as a business by themselves.

Machinery is employed altogether. Where the land permits gang ploughs, consisting of two, three, and even four shares are used, and on very light soil the plough carries the seed, and distributes it in front of the shares. The grain is cut by a beading- or reaping-machine, and thre-hed on the ground, where it is bagged and left till sent to market or the rainy season commences.

There is not, on an average, one labourer permanently employed to the hundred acres. During the ploughing and harvest seasons the farmers find hands, chiefly Irish, who at other times work about the cities and towns. During the harvest sailors desert their ships at this port in considerable numbers, and turn themselves into agricultural labourers; and of late a great many Chinamen have been employed on farms, and make excellent labourers and household servants.

The population of the State probably amounts to 550,000 persons, of which I estimate 35,000 to 40,000 are engaged in mining, 10,000 to 12,000 in farming, and 23,000 to 24,000 as agricultural labourers. Few are idle, probably less than any other part of the world. The rainy season usually commences in the latter part of October, and terminates in April or May; during the interval it is rarely that there is even a shower.

I have collected the information given with as much care as possible, but this State is so destitute of reliable statistical records that it is impossible to answer many of the questions with the exactness I should wish; and, I fear, any information about this State will have little interest in connection with the subject which has called forth the inquiry. The queries submitted with the answers thereto are annexed to this Report.

I have, &c.  
(Signed) WM. SAM. BOOKER.

#### Inclosure in No. 26.

#### *Report on the Tenure of Land in the State of San Francisco.*

*Name of country.*—California.

*Population.*—Estimated at 550,000.

*Religions.*—Mainly Protestant, Roman Catholic, and Hebrew.

*Industrial pursuits.*—Mining, agriculture, and mechanical.

#### LAND OCCUPATION.

By ownership and tenancy. There are no what may be termed small proprietors in this State, few holding less than 80 acres. There are no statistical records as to the proportions of those farming their own land, or as tenants. Sub-tenants are very rarely to be met with.

#### (A.)—SMALL PROPRIETORS.

1. As before stated, few hold less than 80 acres, sometimes held together, but as often intersected by other properties.

2. When any person having title to any estate, not otherwise limited by marriage contract, shall die intestate as to such estate, it shall descend and be distributed, subject to the payment of his or her debts, in the following manner (a wife can hold property in this State):—

1st. If there be a surviving husband or wife, and only one child, or the lawful issue of one child, in equal shares to the surviving husband or wife and child, or issue of such child. If there be a surviving husband or wife and more than one child, or one child living and the lawful issue of one or more deceased children, one-third to the surviving husband or wife, and the remainder in equal shares to his or her children, and to the lawful issue of any deceased child by right of representation. If there be no child of the intestate living at his or her death, one-half to the surviving husband or wife, and the remainder to all of his or her lineal descendants; and if all the said descendants are in the same degree of kindred to the intestate they shall share equally, otherwise they shall take according to the right of representation.

2ndly. If he or she shall leave no issue, the estate shall go in shares (equal) to the surviving husband or wife, and to the intestate's father. If there be no father, then one-half shall go in equal shares to the brothers and sisters of the intestate, and to the children of any deceased brother or sister by right of representation, provided that if he or

she shall leave a mother also, she shall take an equal share with the brothers and sisters. If he or she shall leave no issue, or husband, or wife, the estate shall go to his or her father.

3rdly. If there be no issue, nor husband, nor wife, nor father, then equal shares to the brothers and sisters of the intestate, and to the children of any deceased brother or sister by right of representation, provided that if he or she shall leave a mother also, she shall take an equal share with the brothers and sisters.

4thly. If the intestate shall leave no issue, nor husband, nor wife, nor father, and no brother or sister living at his or her death, the estate shall go to his or her mother, to the exclusion of the issue, if any, of deceased brothers or sisters.

5thly. If the intestate shall leave a surviving husband or wife, and no issue, and no father, mother, brother or sister, the whole estate shall go to the surviving husband or wife.

6thly. If the intestate shall leave no issue, nor husband, nor wife, and no father, mother, brother, or sister, the estate shall go to the next of kin in equal degree, excepting that when there are two or more collateral kindred in equal degree, but claiming through different ancestors, those who claimed through the nearest ancestors shall be preferred to those claiming through an ancestor more remote; provided, however,

7thly. If any person shall die leaving several children, or leaving one child and the issue of one or more other children, and any such surviving child shall die under age, and not having been married, all the estate that came to the deceased child by inheritance from such deceased parent shall descend in equal shares to the other children of the same parent, and to the issue of any such other children who shall have died, by right of representation.

8thly. If at the death of such child who shall die under age, and not having been married, all the other children of his said parents shall also be dead, and any of them shall have left issue, the estate that came to such child by inheritance from his said parent shall descend to all the issue of other children of the same parent; and if all the same issue are in the same degree of kindred to said child, they shall share the said estate equally, otherwise they shall take according to the right of representation.

9thly. If the intestate shall leave no husband, nor wife, nor kindred, the estate shall escheat to the State for the support of the common schools. There is no dower or curtesy under the laws of this State. The common property, which is all that is acquired by either husband or wife after marriage, except by gift, bequest, or devise, goes to the surviving husband on the death of his wife; but on the death of the husband one-half of the common property goes to the wife, and this he cannot deprive her of by will, although during life he is allowed to convey it. The degrees of kindred shall be computed according to the rules of the civil law, and kindred of the half blood shall inherit equally with the one of the whole blood in the same degree, unless the inheritance came to the intestate by descent, devise, or gift of some one of his ancestors, in which case all those who are not of the blood of such ancestors shall be excluded from such inheritance.

3. By distinct conveyances, costing from 17. to 107.

4. There are no special facilities.

5. Properties are not generally mortgaged, except for the first two or three years after purchase, sale being most frequently made for payment in instalments covering two, three, or four years, seller protected by a mortgage, and interest charged at the rate of 10 to 12 per cent. per annum.

6. Deeds and mortgages are recorded in the County Recorder's Office; the made adopted being to leave an exact copy taken of the instrument; the cost of recording a deed of average length, say six folios of 100 words each, is 16s.

7. Chiefly grain; up to the present time no attention has been turned to the rotation of crops, and already much land, which ten or fifteen years ago yielded thirty-five to forty bushels of wheat per acre, has, from repeated wheat crops, become so impoverished as to yield only twelve to fifteen bushels. There is almost always an export demand for wheat, and as the land under cultivation with grain yields far more than is required for home consumption, everyone whose farm has been within transit distance of San Francisco, has been anxious to raise the grain more generally wanted for export, hence the succession of wheat crops. Farming hitherto has been conducted in the most careless way, no one apparently looking to the future. Stock raising on small properties is confined mainly to dairy farming, and rarely more than one-sixth of a farm is reserved for grazing.

8. Machinery is employed; the land if light is ploughed with the gang-plough; (no steam-ploughs are used) the grain is cut with a reaping or beading machine and threshed on the ground by a machine.

Very few hired labourers are employed permanently, probably not one to the hundred

acres; during the ploughing and harvest season the Irish, and lately Chinamen, from the different cities and towns engage themselves as farming hands.

There are no female agricultural labourers; males permanently employed receive 5*l.* and 6*l.* per month and board; those engaged during ploughing and harvest time receive 8*l.* to 11*l.* per month; they invariably live with the employers

9. No.

10. They almost invariably live on their properties.

11. They are well housed, well fed, and well clad, and are generally prosperous; the emigrants from the Eastern States of the Union live comfortably and often luxuriantly; the majority of those from the Western States, are less particular as to their mode of living, especially the Irish Americans.

12. There are no small proprietors such as are referred to in this question, and there are no statistics of any value to refer to in reference to the increase of population.

13. I have answered the foregoing questions, although they are not put in reference to such proprietors as are to be found in California. Public opinion is in favour of the laws and customs in regard to land, but it is beginning to see the fallacy of the present careless mode of farming.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

##### *Tenure.*

1. Scarcely ever less than 80 acres—frequently as much as 600 and 800.

2. The land is generally leased from year to year, and usually without any conditions as to the nature of crops, &c. No lease of agricultural lands can be made for a longer term than ten years. Sub-tenancies are allowed without the consent of the landlord to the assignment, unless specially provided against in the lease.

3. By written agreement; in its absence the law would regard it as a tenancy for one year.

4. An agreement or lease should be registered at the County Recorder's Office.

5. No.

6. The tenant has a legal right, unless the lease contains a special clause to the contrary.

##### *Rent.*

1. Frequently by share in the produce, varying according to circumstances. In some parts of the State one-fourth of the produce is given on the ground, or one-fifth in bags, delivered at the nearest shipping port or railway station; sometimes the landlord supplies seed, ploughs, reaping and threshing machines, in fact everything but labour and horses, and divides the crop with the tenant. Rent varies from 4*s.* to 2*l.* per acre.

2. Rent is regulated neither by custom, valuation, or competition, simply by mutual arrangement between landlord and tenant. Rent is usually paid yearly, and there is no hanging gale.

3. Yes, the landlord has an unlimited power as to rent, but he can only evict upon decree of judgment of a proper court.

4. The law gives the landlord no preference over other creditors for his rent, his remedy is to sue in the County Court for possession as well as for the rent due, and the latter may, in the discretion of the Court, be trebled. The landlord may waive recovery of possession and sue as for an ordinary debt, and attach the property of defendant (tenant).

##### *Evictions.*

1. When rent remains unpaid three days the landlord serves a written demand requiring possession of the premises in three days, and if not then surrendered he can issue summons from County Court, to which tenant has ten days to answer; the summons is founded upon a verified complaint; if no answer be made he is entitled to judgment forthwith, if answered, either party has a right to demand a jury trial. There is no time to redeem allowed.

2. No.

##### *Improvements.*

1. Generally by the landlord.

2. Tenants have a right to remove buildings erected by them, not affixed to the building, before the expiration of the lease unless there has been a forfeiture or re-entry for

covenants broken. Division fences between fields, if erected by tenant, can be removed also before expiration of lease, but fences dividing properties cannot be removed by tenant; these, however, are invariably erected by the owner of the land.

3. The landlord has a legal right to improvements made by the tenant if they are not removed before he resumes possession.

4. There is no right in the tenant.

5. No.

*Miscellaneous.*

1. Friendly. Tenants are generally satisfied with the existing laws.

2. The tenants, not having hitherto been restricted from growing whatever they deemed likely to bring them the best return, have sown grain year after year, as described more particularly in my answer No. 7, under the head of "Small Proprietors." The pre-emption law of the United States gives every person, being the head of a family, or widow, or single man over the age of 21 years, and being a citizen of the United States, or having filed his declaration of intention to become one, the privilege to take up 160 acres of unoccupied Government land, on which he has, or shall erect, a dwelling-house, paying, therefore, on the survey being completed, 1 dollar 25 cents currency per acre, and the Irish and German Americans who engage in farming, generally take advantage of this law, but many of the American settlers who have not the means to buy a high priced farm, especially those from the eastern portion of the Union, prefer to lease in a desirable locality, to purchasing or locating in a less advantageous position. There is no material difference in any respect between the tenant farmer and the proprietor; but the Irish and German smaller proprietors do not probably live so comfortably as the larger tenant farmers.

3. I have no statistics to refer to on this subject.

4. No.

5. The community generally are perfectly satisfied with existing laws and customs.

6. No.

7. There is no limitation of proprietary rights. No lease of agricultural lands is binding for a longer term than ten years.

8. The public, as I have before stated, are satisfied with existing laws and customs.

9. The policy of the United States has always been to prevent as much as possible the concentration of landed property, and the pre-emption law has greatly facilitated the division amongst the masses; the laws of this State restricting leases to ten years was passed with a view of encouraging settlers to become proprietors, although its action up to the present time has had little or no effect; but as the population becomes more settled and established it will no doubt be found to work advantageously in the direction aimed at.

10. No, but every agriculturalist is anxious to become a proprietor, and in leasing land he always looks forward to the time when he can own such a farm as he desires.

11. The United States' Government has given to this State land for school and other purposes, and the warrants for this land, as well as for land given to the soldiers of the different wars, half-breeds, &c., can be located in any quantity on unoccupied land in this State. Government lands, after having been offered at auction in quarter sections and not sold, can be purchased of the Government for 1 dollar 25 cents currency per acre in any quantity.

12. No.

(Signed)

WM. SAM. BOOKER, *Consul.*

No. 27.

*Consul Cridland to the Earl of Clarendon.—(Received November 24.)*

My Lord,

*Mobile, November 8, 1869.*

ACCORDING to the instructions contained in a despatch from Her Majesty's Minister at Washington, and received by me on the 18th ultimo, requesting that I would make a Report on the tenure of land as far as this Consular district is concerned, and transmit the same to your Lordship, I have now the honour to forward the Report in question, which I have made according to the best information I could obtain in answer to the questions transmitted from your Lordship's Department.

3 X 2

The fact that no census has been taken in the United States since 1860, has made it very difficult, and sometimes impossible, to answer some of the questions, and I trust that due allowance will be made in consequence.

I have, &c.  
(Signed) F. J. CRIDLAND.

#### Inclosure in No. 27.

#### *Report on the Tenure of Land in the States of Alabama and Florida.*

*Name of country.*—The State of Alabama.

*Population.*—By census of 1860, 964,201.

*Religions.*—Methodists, Baptists, Presbyterians, Catholics, Episcopalians, and other denominations, including Jews and Lutherans.

*Industrial pursuits.*—Chiefly agricultural. There are some engaged in commercial pursuits, some in manufacturing, some in mining, some in getting turpentine and naval stores, some in getting lumber, and other occupations, but the great bulk of the people are engaged in agriculture.

#### LAND OCCUPATION.

Much the greater portion of the land in this State is held by proprietors, in fee-simple, under grants from the Government and subsequent conveyance by deed. Most of the agricultural lands are occupied by the proprietors in tracts of considerable size, verging from 80 acres to 3,000; some tracts being less than 80, and some more than 3,000 acres. There are comparatively few small proprietors, and few tenants under proprietors, of agricultural lands. Sub-tenants under intermediate tenants are rarely found, if ever. I know of none such. In cities and towns much of the land is owned by proprietors, and occupied by tenants under leases, generally for a term of one year, or from year to year, on such terms and conditions as may be agreed on between landlord and tenant. I have no information which would enable me to state the numerical proportion between proprietors and tenants. I can only state in general terms that, in the rural districts, much the larger portion of lands are occupied by proprietors. In the larger cities and towns most of the houses are occupied by tenants: in the smaller towns, and in the villages, by proprietors and tenants in nearly equal proportions.

#### (A.)—SMALL PROPRIETORS.

1. The quantity held by each varies so widely, that no particular number of acres can be fixed upon with any degree of certainty as an average. In the rural districts, but few tracts are less than 80 acres (half of a quarter section). A section of land (640 acres), is probably about the average quantity of a plantation or farm.

2. A proprietor owning a fee-simple estate in lands, or any estate extending beyond his or her own life, may devise his or her land by will duly executed to any person, subject however to the widow's dower, if there be a widow. In case of intestacy lands descend (subject to dower) to the heirs of the intestate. The heirs are:—

1st. Children, or their descendants, equally, without regard to sex or age.

2ndly. If no children or their descendants, then to brothers and sisters, or their descendants, in equal parts.

3rdly. If no brothers or sisters or their descendants, then to the father if living, if not to the mother.

4thly. If there be none of the foregoing then to the next of kin, in equal degree, in equal parts.

5thly. If no kindred, then to the surviving husband or wife, if any, or, if none, then the land escheats.

Lineal descendants take *pro stirpes*.

There is no representation among collaterals.

Aliens cannot take lands by inheritance.

3. The usual legal method of conveyance is by deed, by distinct conveyances, and not by a registry only. The law provides for the registration of deeds for land, and they are usually registered. Such registration is not necessary to prove the title from the vendor to the



purchaser, but it is necessary to protect the purchaser against subsequent *bond fide* purchasers or incumbrances from the vendor without notice. Deeds are now required to be stamped, and moderate fees are required for probate and registration. The amount of stamp tax depends on the value of the land, and the registration fee on the length of the deed.

The United States' internal revenue tax on a deed of conveyance of land, when the consideration does not exceed 500 dollars, is 50 cents (present exchange 1s. 7d.), and 50 cents for each additional 500 dollars. The Probate Court registration fee is 20 cents per 100 words, or 7½d., and a charge of 1 dollar is made by the clerk for his certificate (3s. 2d. sterling).

4. There are none.

5. They are not generally heavily mortgaged. The usual and legal rate of interest is 8 per cent. per annum.

6. When mortgages are given on land they are either (first) acknowledged by the mortgager before some officer authorized to take such acknowledgments, or (secondly) executed in presence of two attesting witnesses, one or both of whom must prove the execution before a proper officer. The officer then certifies the acknowledgment or proof, and the mortgage so certified is recorded in the office of the Probate Court of the county in which the lands lie; such registration is not necessary to give validity to the mortgage as between mortgager and mortgagee, but it is necessary to protect the mortgagee against subsequent *bond fide* purchasers or incumbrances without notice. Some mortgages contain a power of sale to the mortgagee. Under such mortgages, in case of default, the mortgagee may sell in pursuance of the power without any previous suit. If the mortgage does not contain a power of sale, the mortgagee can enforce his lien only by a decree of foreclosure in a Court of Chancery. The cost of registering a mortgage is the same as an absolute deed. The costs of a suit for foreclosure (exclusive of the solicitor's fee) are, in uncontested cases, about 30 dollars, or 4l. 16s. 6d. sterling.

7. The principal crops are cotton and maize (or Indian corn). There is but little rotation in crops. Good cotton lands are cultivated many years in succession in cotton, sometimes twenty years or more without intermission. The general mode of cultivation is by the plough and hoe. Comparatively but little stock is raised in this State. Before the late war many planters and farmers raised their own cows, hogs, and sheep, for the use of their families and slaves. Since the late war, and the consequent emancipation of the negroes, the freed negroes steal and kill hogs, sheep, and even cows, so extensively, that few now attempt to raise much stock. They rely for stock and meat mostly on the Western States. There is very little grass land.

8. But little machinery is used or employed except the cotton gin.

Since the late war and the emancipation of the slaves, the planting and agricultural labour is mostly done by hired labourers, the former slaves, and many hired labourers are employed. The average would be about one labourer to every ten acres cultivated. Before the war the able-bodied adult females—slaves, on plantations and farms were extensively employed in agricultural labour. Since the war some of the negro women are still so employed, but to a much less extent than formerly.

Agricultural labourers generally live with their employer, and are furnished by him with food, lodging, and fuel. Most generally they work for a stipulated portion of the crop of cotton or corn raised. If the planter furnishes the labourer with food, at his own cost, the labourer generally receives one-fourth of the crop. If the labourers furnish their own food they generally receive one-third of the crop. Where they work for a part of the crop, and many work on the same plantation (as is generally the case), their portion of the crop, or its proceeds, is divided between them equitably, in proportions agreed on, according to the labouring capacity of each. In some cases money wages are paid—first-class receiving from 12 dollars to 15 dollars per month; women from 7 dollars to 8 dollars per month. The paper dollar is worth now 3s. 2d.

9. The agricultural labourers may move from plantation to plantation, but they seldom or ever leave the State.

10. Proprietors generally live on their properties.

11. The proprietors generally are well housed, fed, and clad, and live abundantly and well. Some of them are gentlemen of large fortune, some are deeply involved in debt, but generally they are in good circumstances.

12. I can gain no information, and I can find no statistics which would enable me to answer this question.

13. The prevalent opinion is, that the existing system of agricultural labour by hired free negroes is a very bad one, and that free negro labour is very unreliable. There is a general anxiety to get some substitute, either white labourers, or even Chinese.

## (B).—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

*Tenure.*

1. The quantity varies so much that no precise answer can be given to this question. Comparatively little agricultural land is held by tenants. A person renting such land generally rents the whole farm, or plantation of the proprietor.

2. Agricultural lands, when rented at all, are generally rented for one year, and by lease, on such terms as may be agreed on. Sometimes the landlord receives at the end of the year a stipulated portion of the crop, or a stipulated number of bales of cotton as rent. Sometimes a stipulated sum of money, generally payable at the end of the year. The tenancies are not generally assignable without the consent of the landlord.

3. By contract—sometimes by parol, but more generally by written lease. When there is no agreement the law presumes it as a tenancy for a year.

4. There is not.

5. There is no such law or custom in Alabama.

6. Most leases contain a provision that a tenant shall not transfer his interest or underlet the premises without the consent of the landlord. In such cases he may sell or underlet with the landlord's consent, but not without it. In the absence of any such provision he may sell or underlet without the landlord's consent.

*Rent.*

1. In cities and towns rent is generally payable quarterly by a fixed amount of money. In agricultural lands the rent is payable sometimes in a fixed amount in money, but in many cases it is payable in kind, either by a stipulated number of bales of cotton, or a stipulated portion of the crop.

2. The rent is regulated by competition and contract, and not by custom or valuation. Rents in towns are generally payable quarterly. Agricultural rents are generally payable at the expiration of the year. There is no hanging gale.

3. Whenever the term expires or is forfeited, the landlord has unlimited power to raise the rent. Most leases contain provisions for forfeiture for non-payment of rent, or breach of covenant. In case of forfeiture the landlord may re-enter and evict the tenant.

For rent in arrear the landlord may sue in the ordinary mode for recovering any other debt, or upon making oath to the amount due, and giving a bond with security to indemnify the tenant if an attachment is wrongfully sued out, he may attach the goods of the tenant on the premises. The law gives him a lien for rent on the crop raised on the premises in preference to other creditors.

*Evictions.*

1. When the term expires or is forfeited the tenant is bound to surrender the premises to his landlord on demand. If he fails or refuses to do so and wrongfully holds over, the law gives the landlord a summary remedy to recover possession. This remedy is created and governed by statute, and is called a Process of Unlawful Detainer. The case is tried in a summary way before any Justice of the Peace in the county. Notice must be served on the tenant at least six days before the time of trial, and he is allowed to appear and resist a judgment as in any other suit. No time of redemption is allowed, but either party after judgment may appeal to a higher Court. The landlord may pursue the slower and more expensive remedy by ejectment.

2. Such evictions are not frequent.

*Improvements.*

1. By the landlord almost inevitably, except under a building lease, and such leases are very rare.

2. If such a thing as a tenant's making permanent or valuable improvements on agricultural land should occur, he would have no other security for them but such as he might stipulate for in his lease. In actual practice the tenant rents planting- or farming-lands only for a year, and never improves the land either by building, fencing, ditching, drainage, manuring, or otherwise. So no contests ever arise about improvements by tenants for the reason that none are made. The landlord is very fortunate if he gets back his land in as good condition as when he rented it.

3. Yes, if the case should ever occur, that there were improvements. The laws of Alabama do not recognize any right in the tenant to improvements if made by him.

4. The tenant has no right to permanent improvements, unless he has stipulated for compensation by his contract of renting. If he has so stipulated, he may recover the value of his improvements by a suit at law.

5. Tenants never wish to make such improvements, and, of course, never want loans for any such purpose.

• *Miscellaneous.*

1. Very friendly. No legislative interference is required for the protection of the tenant.

2. Tenants generally cultivate in the same manner as proprietors. White tenants are generally fully equal to proprietors (large or small) in skill in cultivation. They employ labour in the same way. In their mode and standard of living, in character and independence of thought and action they are not inferior to proprietors (large or small). Some are solvent, others insolvent. If insolvent, the landlord either requires their promissory notes with surety for the rent, or he trusts to their skill, industry, and honesty, backed by the lien which the law gives on the crop made for payment of rent. The white tenant is frequently the equal, and sometimes the superior of his landlord in fortune, education, and social rank.

3. I have no data or information on which I could answer this question.

4. They do not, more than proprietors.

5. From the best information I believe that generally the white inhabitants of this State are satisfied with the laws regulating the tenure of land. The negro, however, is dissatisfied, and thinks that his race having cultivated the plantations of Alabama for half a century, that he should now divide the land equally with the white proprietor, or be paid for all the work he performed when he was a slave.

6. It has not.

7. Nothing of this kind has occurred.

8. As there is no such system, there is no opinion about it.

9. The United States' Government sells its public lands to settlers in small tracts and on favourable terms. Neither the United States nor the State Government has any system for compelling private proprietors to sell their lands.

10. They do not.

11. In case of intestacy, the law provides that land shall descend to all the children of the deceased equally. There is no right of primogeniture. This, no doubt, tends to some extent to favour the dispersion of land and prevent its accumulation. I know of no other provision of law bearing on this question.

*Copyhold.*

1. There is no such tenure or copyhold in this State, nor anything analogous to it.

The State of Florida by the census of 1860 had a population of 140,425, and the laws regulating the tenure of land are the same as those now in force in Alabama.

(Signed) F. J. CRIDLAND.

Mobile, November 8, 1869.

No. 28.

*Consul Smith to the Earl of Clarendon.—(Received November 27.)*

My Lord,

Savannah, November 11, 1869.

IN compliance with instructions which I recently received from Her Majesty's Minister at Washington, I do myself the honour to transmit herewith, for your Lordship's information, a Report which I have drawn up upon the tenure of land within the State of Georgia.

I have, &c.

(Signed) WM. TASKER SMITH.

## Inclosure in No. 28.

*Report on the Tenure of Land in the State of Georgia, United States.*

THE population of Georgia may be taken to be 600,000 souls; no census, however, has been made since the last war, but this estimate is believed to be correct.

The religions professed are chiefly Presbyterian, Episcopalian, Methodist, Roman Catholic, Baptist.

The industrial pursuits are chiefly agricultural, *i.e.*, cotton and rice cultivation, and raising cereals. There is also an active industry connected with timber heaving and preparing lumber.

## LAND OCCUPATION AND SMALL PROPRIETORS.

The tenure of lands in Georgia is the same as that in England, except that there is no entailment, and no joint tenancy.

The law forbids the sub-letting of property without the consent of the landlord. The small farmers of Georgia usually hold a lot of 40 acres, but they frequently hold a much larger amount, land being cheap.

On the death of the owner the widow is entitled to dower for her life; the landed estate is distributed among the children, and if no children, then among the nearest of kin.

Lands are conveyed by distinct deed; the costs depend on the value of the property and the charges of the conveyancer.

Government affords no facilities for raising money on private lands. The terms of raising money depend on the parties themselves, and the loan is usually secured by mortgage. Each head of a family can have placed aside realty to the value of 2,000 dollars in gold, which is exempt from levy and sale.

It is difficult to say as to how far the lands in Georgia are mortgaged. The legal rate of interest is 7 per cent.

All mortgages and other deeds are registered in the offices of the clerks of the several Superior Courts of the several counties of the State where the land lies. The fees for recording are 50 cents, provided that there are not more than 300 words in the instrument; if more than 300, 15 cents for every 100 words over. The costs of foreclosing a mortgage depend upon circumstances, ranging from 8 dollars upwards.

The crops raised in Georgia consist of rice, cotton, maize, wheat, pulse of various kinds, sweet and Irish potatoes, pumpkins, and a small quantity of tobacco. On rice lands crops are often planted year by year, with the occasional rest of portions of the land. On these lands there is not much rotation, but on cotton and maize lands there is almost always an annual rotation.

Stock are raised, and run about at large in the woods during the day, and are penned in at night. Grass lands are not in existence, but tillage lands are of far more value than the pasture or wood lands.

Up to lately machinery was not used, but it is now coming into vogue in a great measure. Labourers are in great request. From 5 to 10 acres to the hand is the work generally allotted. Female labour is not adopted to a large extent. 10 to 12 dollars are the wages paid to men, and 8 to 10 dollars are paid to women, per mensem. Day labourers receive about 50 cents per diem.

There is no emigration.

In the south of Georgia proprietors generally live in small towns and villages, but in the north and middle of Georgia they reside on their properties.

## TENANTS AND SUB-TENANTS UNDER LANDLORDS.

*Rent, Evictions, &c.*

The quantity of land held in Georgia is usually 40 acres in some parts, and 160 in others.

The nature of the tenure is usually fee-simple. Sub-tenancies are not assignable except with the written consent of the landlord.

Tenancies are created either by parole or written agreement, but if the tenancy is for more than three years the agreement must be written, the Statute of Frauds being in force in Georgia. When there is no agreement as to duration, the law presumes it to be a tenancy from year to year.

There is no particular system as to the registry of all written agreements, but any

written instrument may be recorded at the clerk's office above described,\* if the parties so desire.

A tenant has no right to remain in occupation of his holding after the expiration of his lease; if there be no specified termination of the lease it is a tenancy from year to year, and the law requires either party who should desire to terminate the tenancy to give the other three months' notice in writing previous to the end of the year.

A tenant has no right to sell his interest in lands which he holds under lease.

Payment of rent may be made either in money or in kind, according to the agreement of the parties.

The rent is regulated by agreement between the landlord and tenant. It is payable yearly, half-yearly, or quarterly, according to agreement.

The landlord has a right to raise rent, but not during the existence of the tenancy. He has the right of eviction, or of distraining, as he may choose, in case of non-payment of rent. Other claims are enforced by actions at law or in equity, as the circumstances of each case may demand.

The landlord has a lien for his rent from the time of levying the distress warrant, but it takes no precedence of any lien of older date, except as to the crop raised in the premises.

The landlord, to evict a tenant, makes affidavit before a judicial officer, that the tenant is indebted to him for rent, stating the amount which he refuses to pay, or that he holds over, as the case may be; whereupon such officer issues the writ of possession and the sheriff or constable evicts the tenant. The tenant may resist the eviction by making affidavit traversing the grounds for eviction, and giving bonds and security for the payment of the eventual condemnation money. The tenant is allowed no time for redemption in cases of eviction; he must pay his rent at once or leave.

Such evictions are not frequent, and are generally caused by the non-payment of the rent or holding over.

Improvements are generally executed by the landlord but it is usually a matter of agreement. The landlord upon resuming possession, is entitled to all improvements fixed to the realty, but the final possession of improvements is almost universally a matter of prior agreement. There is generally an agreement that at the expiration of the lease, the landlord will take the improvements at a fair valuation, or in case he should decline to do so, the tenant may remove them within a reasonable time stated.

The relations between landlord and tenant are generally friendly, and there is no necessity for any further legislative action than relates to the subject.

There are no tenures resembling the copyholds of England.

(Signed) WM. TASKER SMITH, *Consul.*

*Savannah, November 11, 1869.*

No. 29.

*Acting Consul Jackson to the Earl of Clarendon.—(Received November 29.)*

My Lord,

*Baltimore, November 16, 1869.*

IN obedience to instructions, received from Her Majesty's Legation at Washington, I have the honour to transmit to your Lordship, herewith inclosed, answers to queries on the subject of land tenure within this Consular District, and I have caused a duplicate to be sent to Her Majesty's Legation as directed.

I have, &c.

(Signed) JOHN J. JACKSON.

Inclosure in No. 29.

*Report on the Tenure of Land in the State of Maryland.*

*Name of Country.*—The State of Maryland, United States.

*Population.*—About 750,000.

*Religions.*—Various.

*Industrial Pursuits.*—Principally agricultural.

\* Superior Courts of counties in State.\*

## LAND OCCUPATION.

## (A.)—SMALL PROPRIETORS.

1. Various quantities; from 20 to 200 acres; generally held together.
2. All lands by statutory provision descend in advance of will to the children of the owner in equal shares; if no children, then to the collaterals in various proportions.
3. If susceptible of division, by deed of partition, must be registered; but if not, sold by order of Chancery Court and proceeds divided. Usual cost from 7 to 10 per cent.
4. There are no special facilities for raising loans on lands in this State.
5. Small properties are not, as a rule, heavily mortgaged. The legal rate of interest is 6 per cent., but for some years past, an addition in the shape of a bonus has been demanded, ranging from 2 to 4 per cent.
6. The cost of registering mortgages is 10 cents (about 4*d.*) per 100 words. All mortgages of real estates must be registered within six months from time of execution, or they do not constitute a lien. Upon default, are foreclosed in a court of equity and property sold. The usual expenses of sales of mortgages are about 10 per cent.
7. The crops raised are principally wheat, Indian corn, and hay, also tobacco. The rotation is generally Indian corn, wheat, then fallow. Three-fifths only of the land being under cultivation at one time, and permanent meadows considered as land under cultivation. The system of cultivation is more fully set forth in Annex No. 1.
8. Machinery is now used to a great extent and its uses is rapidly spreading owing to the want of reliance upon, and the high wages demanded by, the labourer, who now receives 1 dollar 50 cents (about 4*s.* 10*d.*) per diem without his board and lodging, and 15 dollars (about 2*l.* 8*s.* 4*d.*) per month including those necessaries. The wages of females is from 4 dollars (about 12*s.* 6*d.*) to 7 dollars (about 1*l.* 2*s.* 6*d.*) with board, per month.
9. Inapplicable.
10. Generally live on their properties.
11. The character of the farm-houses in Maryland is far from suitable to the comparatively prosperous condition of the farmer, but is rapidly improving, and with the high prices obtained for all kinds of farm-produce, the standard of living has decidedly increased, so that a highly prosperous appearance is presented.
12. The entire absence of any statistical information prevents any calculation of this character.
13. There has been no publicly expressed dissatisfaction with the above system.

## (B.)—TENANTS AND SUB TENANTS UNDER LANDLORDS.

*Tenure.*

1. Various quantities; from 25 to 400 acres.
2. Fee and common socage. In absence of lease or agreement, tenancy is from year to year, with the right of distraint. Rent, either money or share of product as may be agreed upon. Sub-tenancies are assignable unless otherwise agreed.
3. Either, unless the tenancy be for seven years or more, when a written and recorded lease is required. In absence of agreement the law presumes a yearly tenancy.
4. All agreements in regard to land may be registered in the Registry office of the county; but leases of seven years or more must be registered, otherwise only valid *inter parties*.
5. No such law or caution exists.
6. The interest of a tenant may be assigned or sold under execution without consent of landlord unless otherwise required. Attornment is abolished in the State.

*Rents.*

1. The tenant in Maryland generally pays money rent, but the instances of payment by shares in crops seem to be increasing.
  2. The amount of rent is determined by competition as a general rule, and paid yearly.
  3. The landlord has no such unlimited power. In order to raise the rent the tenancy must be determined and a new one created. Statute 4 Geo. IV, chap. 28, is in force and the common law of distress.
  4. Landlords have a paramount line over other creditors.
- See also answer to No. 3.

*Ejections.*

1. Tenants holding over after termination of tenancy, and previous notice of six months, may be evicted by summary proceedings before two Justices of the Peace and jury with right of appeal to the County Court. No redemption.
2. They are not frequent.

*Improvements.*

1. The improvements are generally executed by the landlords.
2. Where the tenant has to erect buildings, an agreement is generally entered into either giving the tenant on termination of lease a right to remove them or the landlord to purchase them at a valuation.
3. The landlord has a legal right to all improvements upon the land, but the tenant has the right during the term to remove all trade and ornamental fixtures placed there by himself.
4. The rights of the landlord and tenant are defined by common law and enforced in the Courts—or arbitration if agreed upon.
5. There are no special or ordinary means of raising loans on tenant holdings.

*Miscellaneous.*

1. The relations are entirely friendly and though the majority of the members of the State Legislature are generally farmers (either proprietors or tenants) there have been no special laws enacted favouring specially either party.
2. The system of cultivation by tenants is, as a rule, made to correspond to the best known system of farming, and penalties for the departure from the recognized system as laid down in the form of agreement to rent attached hereto Annex, No. 1. The tenant farmer is but little inferior in respect to the cultivation of his farm or his general circumstances to the small proprietor.
3. The absence of any system of State Statistics of Births, Marriages or Deaths; renders it impossible to ascertain the comparative increase or decrease in either class.
4. Inapplicable.
5. Founded on expediency public opinion has never, in my experience, been specially expressed on this subject so far as this locality is concerned.
6. No.
7. No such limitation.
8. Inapplicable. See 6 and 7.
9. None in the State of Maryland.
10. They receive no such assistance.
11. From the nature of the laws of descent the tendency is to dispersion.

*Copyhold.*

1. There are no tenures resembling copyholds. There are estates tail but liable to debts of parties, and are docked by deed or will and can be conveyed by deed. They are practically of no effect. There are now only two existing in this state.

*British Consulate, Baltimore, November 16, 1869.*

(Signed) JOHN J. JACKSON, *Acting Consul.*

*Annex.*

*Articles of Agreement made* \_\_\_\_\_ *day of* \_\_\_\_\_ *eighteen hundred*  
*and* \_\_\_\_\_ *, between*  
*her Agent and Attorney, of the one part, and*  
*of Frederick county, in the State of Maryland, of the other part.*

THE said \_\_\_\_\_ doth hereby rent to the said  
 afore said, being a portion of Lot No. \_\_\_\_\_, all that farm, situate in Frederick county  
 and now in the tenure and occupancy of \_\_\_\_\_, forming one-twelfth part of Carrollton Manor,  
 \_\_\_\_\_ containing  
 \_\_\_\_\_ acres of land, more or less, together with the appurte-  
 nances thereunto belonging, for the term of one year, to commence on the twenty-ninth  
 day of September, eighteen hundred and \_\_\_\_\_

And the said \_\_\_\_\_  
 and with the said \_\_\_\_\_

doth hereby covenant and agree to,  
 as follows:—

The said will well and truly pay to the  
 said as rent, for the use and occupation of  
 said farm, in one sum and on the first day of July next preceding the expiration of the  
 said term,

and a like sum on the first day of July in each year thereafter, so long as this lease shall continue; in case the said rent shall not be punctually paid on the first day of July in every year as aforesaid, the said agent or attorney, and heirs, executors, administrators and assigns, shall have the right to distrain for the same or any part thereof at any time after the first day of July in each year, on which day the rent is annually to become due and payable as aforesaid.

2. That the said will cultivate, conduct, and manage the said farm in a good and husband like manner, and make and keep up the fencing, at all times during the continuance of the said term, and leave the same, at the expiration of the said term, in good and farmer-like condition.

3. That the said will not underlet any part of the aforesaid demised premises.

4. That the said will not cultivate more than three- fifths of the said farm hereby demised; permanent meadows being always computed as parcel of the land in cultivation. And in case of any transgression of this limit, it shall and may be lawful for the said executors, adminis- trators, or assigns, to claim, as additional rent, in augmentation of the rent hereinbefore reserved, and with the right to distrain therefor, at any time after the first day of July in each year as aforesaid, at the rate of eight dollars per acre, for each and every acre that may be put in cultivation over and above the three-fifths above limited; or else at her and their option, to claim damages for the breach of the said covenant, by an action at law for the same.

5. That the said will sow at the proper season, at the rate of one bushel of clover seed to every acres of land, such part of his farm as may then be in small grain, except only so much thereof as may properly be set apart for cultivation in corn the ensuing year; and will also sow plaster, at the proper season, at the rate of two tons of plaster to every acres of land, of the sowing of which cloverseed and plaster, proof must be exhibited to the agent of said

6. That the said will not sell or remove, or suffer to be removed, any clover, hay, corn husks, or straw, from off the demised premises: nor fell any trees for fire-wood whilst sufficient fallen timber may be found for that purpose; nor cut any wood on the said premises, except for necessary fuel and fences, and then only at such places as the said by her attorney or agent shall point out and prescribe.

7. That the said will not at any time, raise any buckwheat or oats, or cultivate the same crop twice in succession on the same land, on any pretence whatever, other than by the actual permission in writing of the lessor or assigns, and will not plant in any one year, in corn, more than 25 acres of land, in proportion to every 200 acres in the demised premises.

8. That the said her heirs, executors, or administrators, are not to be chargeable with the expenses of any repairs that may be made during the said term, unless made by her express previous direction.

9. That the said will not take in any droves of cattle or sheep, to pasture on said premises, nor use nor permit his stock to be put to pasture or run on clover before the tenth day of May in any year.

10. That the said will haul the straw raised on the demised premises to the barn yard, or to such temporary enclosure for feeding cattle as may be made or used on the premises, in order that the said straw may be made into manure for the benefit of the said land, and will not permit the said straw to lie waste in the fields of said premises.

11. That the said will do no act to forfeit or endanger the insurance on the dwellings and improvements on said demised premises, or to increase the risk, or rate of insurance thereon.

12. That if the said shall receive notice to quit the premises, as is herein provided for, he shall not remove his crop before he pays the year's rent.

And it is hereby further covenanted and agreed by and between the parties to these presents, that this agreement shall continue and be a demise, from year to year, so long as both parties please; either party, or his or her agent or attorney, being at liberty to





There are numerous other sects, viz., Friends, Jews, German-Reformed, Lutherans, Unitarians, Universalists, Swedenborgians, and others. The total number of churches in the State will exceed 4,000, being at the rate of one church to every 700 of the population. These churches could accommodate 2,000,000 people, at an average of 480 to each church.

*Industrial Pursuits.*—This State is the second in rank for population, resources, and influence, of the American Union; the climate healthy, the air generally pure and dry; a well-watered and fluvial region; the industrial pursuits being coal-mining, iron-manufactures, all kinds of skilled labour, and chiefly agriculture.

There are over 182,000 farmers in the State, and the numbers of acres of improved and unimproved land in farms is as follows:—

	Acres.
Improved land .. .. .	10,463,296
Unimproved ditto .. .. .	6,548,844
Wild or waste areas, not in farms .. .. .	12,427,860
Number of farms .. .. .	156,357
Average number of acres to each farm . . . . .	109

This improved and unimproved land is worth over 500,000,000*l.*, or about 20*l.* to the acre for improved land, and 5*l.* to the acre for unimproved.

There are more persons employed in agricultural pursuits than in those of manufacture and commerce combined.

The value of improved farms has more than doubled within the past ten years preceding 1860, and has continued to rapidly increase since that period. Pennsylvania produces all the cereal grains and other agricultural crops of the temperate zone. She produces more wheat, rye, and grass-seeds than any other State. She is third in the value of her live stock and in the amount of her wool and Irish potatoes, and second in the amount of internal revenue returned to the United States' Government.

#### LAND OCCUPATION.

The system of land occupation in this State is by small proprietors and tenants under proprietors; tenants, however, only averaging about one-sixth the number.

##### (A.)—SMALL PROPRIETORS.

1. From 1 to 50 acres when near cities and towns, and from 50 to 200 acres elsewhere; usually held together.

2. On death of owner, leaving widow and issue, the widow takes one-third of real estate for life, and the remainder equally divided between the children. Where a widow and collateral heirs are left, the widow takes one-half real estate for life, and the remainder is equally divided among the collateral heirs. When all are related in equal degree, they take *per capita*; if of unequal degree, *per stirpe*.

This is after payment of all debts, and in the absence of any will or marriage settlement.

The owner can by will leave his estate as he thinks proper, subject only to the widow's dower at common law, and the "curtesy" of the husband, which is perfected here without there being issue.

3. The usual mode of conveyance is by deed of bargain and sale, registered in an Office of Record; an exemplification of such deed is as valid as the original. The cost of record is 5*s.* sterling. The legal services always engaged in these conveyances varies in cost, from 2*l.* sterling and upwards.

4. The only instance in Pennsylvania of any such facilities having been afforded, to any great extent, is that of the "Holland Land Company" of Western Pennsylvania and South Western New York. Large properties are purchased under "articles of agreement," a small annual payment being made for a series of years, at the completion of which a deed in fee-simple was made out, and great liberality was shown by these large proprietors in conforming to the necessities of purchasers, who were allowed many extensions of the payments; and in some instances liberal abatement of the accumulated interest, and other charges. These purchasers were also permitted to sell their "improvements," or to transfer their contract to another party, receiving from that party—not from the land company—payment for the buildings or other valuable improvements made by the original occupier.

Most of the surface of Erie, Crawford, Warren, and other adjacent counties of North-West Pennsylvania was so occupied, as well as some sections of the State of New York.

It is also the practice in some parts of the State to sell farms on very long terms for payment—thirty years and upwards—and the deed is not given till the last payment is made.

It may also be stated that, as an inducement to parties buying lands on limited means and contracts to pay in instalments for the fee-simple, the improvements made on such purchased lands are almost everywhere recognized throughout the United States, and no general practice of enforcing the letter of original contracts as to time of payment exists, although the law allows an enforcement of the terms of the contract by dispossession of the occupier. This arises from the fact of land being cheap in America, and the great desire to get it occupied and improved.

5. Generally mortgaged to about one-fifth of their value. The usual rate of interest is 6 per cent., never less than 5 per cent.

6. These mortgages are registered, and take priority from the date of receipt at the Recorder's Office, except mortgages for the purchase-money, which need not be recorded for sixty days. The cost of recording about 5s. An office, called the "Recorder of Deeds' Office," is kept in every county at the county town. Deeds, mortgages, assignments of mortgages, any instrument under seal given to executors and administrators, letters of attorney, &c., may be recorded, and exemplified copies are evidence.

7. The general crops are corn (maize), oats, wheat or rye, and grass, and in that rotation. Potatoes are almost the only root crop generally raised. This crop is usually planted in a field where maize or oats were raised; in the rotation it could take the place of either. Buckwheat and tobacco are also raised to some extent. The mode of cultivation is the same as in England.

Almost all the fields on a farm go through this rotation. Each field, in turn, is kept in grass two or more years. One field is generally kept for pasture until after harvest, and then they are all thrown open to the cattle. Not much second-crop hay is cut. Tilling cattle is considered economical as regards the land, but expensive as regards the labour. It is not often done except where land is very much more valuable than labour. The general economy is of labour and not of land.

The following Table shows the yield of crops in the State for the year 1867, taken as an average year:—

TABLE showing the Yield of Crops in Pennsylvania for the Year 1867.

Crop.	Total Yield.	Average Yield per Acre.	Number of Acres in each Crop.	Yield	Value	Total Valuation.
				in Money per Acre.	per Bushel, Ton, or Pound.	
				£ s. d.	£ s. d.	£
Indian corn .. Bushels	30,457,000	32.0	951,781	2 10 0	0 4 0	5,940,000
Wheat .. "	15,000,000	12.5	1,200,000	4 4 0	0 8 0	6,075,000
Rye .. "	6,832,000	13.7	498,686	3 0 0	0 4 10	1,605,520
Oats .. "	59,900,000	30.0	1,996,666	3 0 0	2 2 0	6,600,000
Barley .. "	615,000	20.0	30,750	2 3 10	4 8 0	140,425
Buckwheat .. "	8,844,000	16.3	542,570	..	3 10 0	1,665,620
Potatoes .. "	11,727,000	74.4	157,620	13 12 0	3 6 0	2,032,680
"Sweet" potatoes .. "	..	..	..	24 18 0	..	..
Tobacco .. Lbs. ..	4,712,000	725.0	6,499	..	0 0 4	70,680
Hay .. Tons ..	2,424,000	1.3	1,864,615	3 12 0	2 10 0	6,991,340
Total .. ..	..	..	7,249,193	..	..	30,091,265

8. Very much employed. Farming would be hopeless here without labour-saving machines. Two men by the year, with the aid of two others in harvest, will do the work on a farm of 100 acres. Women are not employed except in the dairy to milk or make butter. The following statement, showing the number of patents issued by the United States' Government on agricultural implements, during the years mentioned, exhibits the great interest taken in all labour-saving machines:—

Year.	No. issued.
1847 .. ..	43
1863 .. ..	390
1864 .. ..	563
1865 .. ..	642
1866 .. ..	1,778
1867 .. ..	1,800

The farmers who do best are those with growing families, the sons and daughters doing all the work with but little hired labour. Hired men receive 3s. 8d. per day by the

year; 5s. per day for shorter periods. Men on these wages find themselves. Those who live with their employers get about one-half the above price.

In harvest time 7s. 6d. to 8s. 4d. per day is paid to those who live with their employers, and about 10s. 4d. to those who do not.

9. The farm population on the River Susquehanna, and other lumber regions of the State, emigrate largely to the Western States; but those farming districts near established towns do not emigrate to other States to any great extent; many of the latter go from country to town.

10. On their properties always.

11. Well housed, fed, and clad, and generally prosperous. They do not accumulate much wealth, but live well and work hard.

12. There are no data upon which this query can be replied to.

13. The system is thought to work very well.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

##### *Tenure.*

1. The same laws that exist in Ireland, with reference to the relations between landlord and tenant, govern the system of tenure in this State. They are founded upon express contract of the parties, and not upon tenure or service, and as these contracts run from year to year, the tenants are liable to eviction at the termination of their tenancy on due legal notice being given, without compensation for their improvements, and are liable, also, to have their rents raised by the landlord. This, of course, relates strictly to tenancies and not to any character of contracts for purchase.

The tenant, however, is entitled to the way-going crop, and may enter after expiration of lease, to cut and carry it away. He cannot remove manure.

The quantity of land usually held by each tenant, is quite variable, ranging from 25 to 200 acres.

2. Usually, from year to year, on special contract, duly executed in the presence of witnesses, sub-tenancies are assignable by tenant, unless there is a special clause in the lease to the contrary; and such assignment does not require the consent of the landlord. The tenant, however, is liable to the landlord for payment of rent.

3. The tenancy is created by written agreement. In the absence of an agreement, the tenancy is from year to year.

4. Written agreements can be, and often are, registered at the Recorder of Deeds' Office of the county, on payment of a small fee; and this registration will prove the nature of the agreement in the event of its loss.

5. No.

6. The tenant can sell his lease, unless there is a special clause therein to the contrary.

##### *Rent.*

1. About as often one way as the other.

2. The rent is always fixed by agreement between the owner and tenant, and is always payable yearly.

3. He has an unlimited power in all these instances.

4. Generally by distraining upon the goods of the tenant. Goods to the amount of 50l. are exempt; but the tenant can waive this exemption in his agreement with the landlord. The proceedings are of a summary character, before a Justice of the Peace. The landlord is entitled to receive his rent in preference to other creditors, to an amount not exceeding one year's rent.

##### *Evictions.*

1. If the tenant holds over, after the expiration of his term, a Justice of the Peace, on its being shown to him that the tenant has had three months' notice previous to the expiration of his term, of the landlord's desire to repossess his property, will issue a warrant of possession in his favour. The tenant has a right to appeal to the Court of the county; but the appeal does not act as a supersedeas of the warrant.

On non-payment of rent, where there are no goods on the premises liable to distress, the lessor must give the lessee fifteen days' notice to quit, if between the 1st of April and 1st of September; if after the 1st of September, and before the 1st of April, thirty days' notice must be given. Complaint is then made under oath to a Justice of the Peace, who,

after a hearing, issues a writ of possession, if the facts warrant it. This writ is not issued until five days after judgment. If within that time, the lessee gives absolute security, by recognizance, for all costs that have and may accrue up to the judgment affirmed, and all rent that has accrued and may accrue up to final judgment, then the tenant is entitled to an appeal to the next County Court, where the case is tried like other civil suits. This acts as a supersedeas.

2. Evictions are very rare, except for non-payment of rent, and holding over.

#### *Improvements.*

1. All buildings of anything like a permanent character are erected by the landlord.
2. If by tenant, he has no security except by prior agreement.
3. The improvements belong to the land. The law recognizes no such right in the tenant.
4. No right.
5. None.

#### *Miscellaneous.*

1. The relations are friendly. The landlords are more in need of legal protection than the tenants. The tenants are generally poor, and there is little redress to be had by landlords for breach of contract on their part. Beyond the two cases of eviction for holding over and for non-payment of rent, the landlords' rights are poorly protected.

2. The cultivation, employment of labour, mode and standard of living, and general circumstances and character, are precisely similar to those of small proprietors.

3. There is, apparently, very little difference.

4. The only emigration is from country to town, where wealth is supposed to be attained quicker and with less labour.

5. The difficulty of the system is the want of capital. A man is a proprietor here where his means would not justify him in offering himself as a tenant in England or Ireland. The agriculturist who has any capital here spends it on land and cultivates for himself. A tenant is a man with no capital, and generally requires the farm to be stocked for him. Want of capital is the bane of American agriculture, and farming is considered the only business that can be entered into without it.

6. No.

7. Not applicable.

8. Not applicable.

9. The general Government offers its land for very small prices, and grants pre-emption rights to actual settlers. There are no lands belonging to the United States or the State Government in Pennsylvania, and the above remark applies to the public lands in the far Western States.

10. Tenants receive no assistance by law, or any other public source.

The natural desire and general result of the more industrious class, is to become proprietors, and they very frequently do so. The general desire is to make the tenants become proprietors.

11. All the laws favour dispersion of property, personal and real. The increase in the value of land also favours this. Farms turn into town lots, or are rendered by railroad facilities too valuable to hold. It is almost impossible to keep land in one family over three generations.

Six per cent. is the legal rate of interest, and from that to ten can be obtained in good securities, while no such return can be got from land.

Land converted into money will double the income of the owner even if invested in the securities of the national or State Governments.

#### *Copyhold.*

There are no copyholds, or anything resembling them.

#### *Ground-Rents.*

There is a mode of tenure peculiar to Pennsylvania in use which is thought very highly of, and known as "ground rents." This system is created as follows:—The owner of land grants it in fee-simple, reserving to himself and his heirs a certain rent, which is the interest of the money value of the land. A man, for instance, without capital wishes to purchase a lot of ground worth 100*l*. It is conveyed to him, the consideration being that he pays 6*l*. per annum for ever. He thus becomes the absolute owner of the land,

and can mortgage, sell, or dispose of it as he pleases. He generally improves it, and his land can never be sold, or the value of the improvements lost, as long as he pays the interest of the money. The grantor of the land can never call upon him for the principal. This constitutes its superiority to a mortgage, under which he is liable to have his property sold, no matter how punctually he may pay the interest.

These ground-rents have been judicially decided to be "rent services," not "rent charges," the statute of 18 Edward I, cap. 1, known as the statute of "*quia emptores*," never having been in force in Pennsylvania.

These ground-rents are as highly esteemed by the seller as by the buyer. They are the highest security extant here. No sale for taxes, mortgages, or incumbrance of any kind subsequently incurred, affects them. The rents are generally received in silver of a certain weight and fineness, and they are thus not liable to be paid in a depreciated currency. The landlords' remedies are by distress, re-entry, debt, and covenant. The covenant to pay runs with the land, and that action can be brought against the original covenantor, disregarding all subsequent assignments.

These grounds can be readily sold, and when the lot is built upon or improved, they bring a considerable premium.

They do not interfere with the tenants obtaining money on mortgage.

The system has worked well, especially in cities. They are no longer irredeemable, and the tenant has a right to pay them off whenever he desires to do so. The landlord, of course, has a right to name in the deed a time before which they cannot be paid off, but the failure to pay them at the time named no longer renders them perpetual.

This system only answers for unimproved property, and acts as a stimulus for improvement.

(Signed) CHARLES E. K. KORTRIGHT,  
Her Majesty's Consul for the State of Pennsylvania.  
British Consulate, Philadelphia, November 16, 1869.

### No. 31.

*Consul Murray to the Earl of Clarendon.—(Received December 15.)*

My Lord,

Portland, United States, December 4, 1869.

IN compliance with instructions I have received from Mr. Thornton, Her Majesty's Minister at Washington, I have the honour to transmit herewith to your Lordship a Report upon the tenure of land in this State of Maine.

Not being able from my own knowledge to reply in a satisfactory manner to the leading given questions on this subject, I have availed myself of the good offices of my legal friends Messrs. Shepley and Stroud, the leading lawyers in this State, who have most courteously and gratuitously supplied me with most of the necessary details.

I have, &c.

(Signed) HENRY JOHN MURRAY.

### Inclosure in No. 31.

*Report by Consul Murray upon the Tenure of Land in the State of Maine, United States.*

*Name of Country.*—State of Maine, United States of North America.

*Population.*—About 700,000.

*Religions.*—Every variety of Christian sect.

*Industrial Pursuits.*—Agriculture, shipbuilding, manufacturing, and lumber.

### LAND OCCUPATION.

Each proprietor holding his estate in fee-simple.

#### (A.)—SMALL PROPRIETORS.

1. About 100 acres, although the number of acres vary from 20 to 500, and even more.

2. The widow of a deceased husband dying intestate, has dower of all the lands of which the husband died seized, equal to one-third part of the net annual income thereof; but she has no dower in wild lands. Land descends to the children of an intestate equally,

and to the lawful issue of deceased children equally with the living children. If no child is living at the time of the decease of the intestate, then to all his lineal descendants equally, if of the same degree of kindred; if not, according to the right of representation. If no such issue, to the father. If no father, equally to mother, brothers, and sisters, and the children of deceased brothers and sisters by representation. If no father, brothers, or sisters, to the mother, to the exclusion of the children of deceased brothers or sisters. If no such issue, father, mother, brothers, or sisters, it descends to his next of kin in equal degree; and of these, to those claiming, through different ancestors, the nearest ancestor takes the preference. When he leaves child or children, and the issue of one or more deceased children, and one of those surviving children dies, not having been married, and under age, the share of his father's estate descending to him, descends in equal shares to the other children of his father, and the children or grand-children of those deceased, by right of representation in equal shares, if of the same degree of kindred, otherwise by right of representation. Kindred of half blood inherit equally with whole blood in the same degree. Children born out of wedlock, are the heirs of the mother and of the father, if he acknowledges himself to be the father in writing, in the presence of attesting competent witnesses.

Real estate of an unmarried illegitimate child, who dies intestate, descends to the mother and her heirs. If an intestate leaves no heirs, his real estate escheats to the State. Every person of sane mind, and 21 years of age, may dispose of his property, real and personal, by will duly executed.

3. The division of the property of deceased persons may be, by Commission issued by the Judge of Probate where the land lies, or it may be held in common, or undivided by the heirs-at-law.

It may also be divided by deed of conveyance executed by the tenants in common to each other, and by process of law known as partition.

The costs vary with each proceeding. The usual mode of conveyance of real estate by small proprietors, living, is by deed of conveyance executed, stamped, acknowledged, and recorded. The cost of such conveyance is from 2 to 10 dollars.

4. No.

5. Not heavily mortgaged; 6 per cent. per annum.

6. Mortgages are recorded in the County Record Office, established in each county for that purpose; costs 50 cents.

7. Maize, potatoes, wheat, rye, oats, barley, beans, and grass, are the principal crops. Maize is cultivated with the greatest success. Rotation: potatoes; next year maize or oats; next, wheat, rye, barley, or beans; next, grass; tillage, and grass land, one to ten.

8. The mowing-machine, horse-rake, hay-tedder, cultivator, and plough, are used in cultivation instead of manual labour.

One or two hired labourers, at wages varying from 10 to 30 dollars per month, are hired on farms of 100 acres or more.

No females are employed in the fields.

9. Agricultural labourers do emigrate to the western part of the Union, which offers far greater advantages in climate, productions, and cheapness of living; in fact, this State of Maine, from its severe climate, long winters, and poor soil, affords few inducements for agricultural labourers to remain here.

10. They live on the farms they cultivate.

11. Neat cottages, and substantial farm-houses; wholesome diet, and decent and comfortable clothing. Almost all of them can read and write, and the school-house is found everywhere. They appear to be happy, healthy, contented, and intelligent.

12. I have no means of answering this query satisfactorily; but believe that the annual rate of increase is in favour of the urban population, in consequence of the steadily increasing importance of the manufacturing interests in this State of Maine.

13. It is believed to be the best by those who practise it.

#### (B.)—TENANTS AND SUB-TENANTS UNDER LANDLORDS.

The following is the general reply to the given queries under this heading.

There is no system of landlord and tenant, such as is found in England and Ireland, where the land is divided amongst, comparatively, a limited number of proprietors.

The farmers own their land in fee.

It is true that the relation of landlord and tenant does sometimes exist, but it is of rare occurrence in rural districts, where land is plenty and cheap. It is created usually where it does exist, by a written indenture or lease, executed by the parties, defining the contract and obligations of each. A blank copy is here annexed.

Upon the termination of the lease, or breach of its conditions, the landlord may enter and maintain an action of ejectment, or a summary process, known as "forcible entry and detainer," against the tenant, to obtain possession of the freehold. This process must be served upon the tenant at least seven days before the trial of the cause.

The Supreme Judicial Court has jurisdiction in writs of entry; local magistrates of the writ of "forcible entry and detainer."

All questions of rent and improvement are usually the subject of contract; and in cases of away-going tenants the law usually is, that they are entitled to "emblements."

*Copyhold.*

There are no copyhold estates in Maine, such as the question supposes.

(Signed)

HENRY JOHN MURRAY, *Consul.*

*British Consulate, Portland, United States,  
December 4, 1869.*

*Annex.*

*Lease.*

THIS Indenture, made the \_\_\_\_\_ day of \_\_\_\_\_  
in the year of our Lord one thousand eight hundred and \_\_\_\_\_  
Witnesseth, that  
do hereby lease, demise, and let unto

To hold for the term of \_\_\_\_\_ day of \_\_\_\_\_ yielding and paying  
from the \_\_\_\_\_ day of \_\_\_\_\_  
therefor the rent of \_\_\_\_\_  
And the said Lessee do covenant to pay the said rent in  
payment as follows:

and to quit and deliver up the premises to the Lessor, or \_\_\_\_\_ attorney,  
peaceably and quietly, at the end of the term aforesaid, in as good order and condition,—  
reasonable use and wearing thereof, or inevitable accident, excepted,—as the same are, or  
may be, put into by the said Lessor, and to pay

\_\_\_\_\_ all taxes duly assessed thereon during the term, and  
for such further time as the Lessee may hold the same, and not make or suffer any waste  
thereof; and he will not assign or underlet the premises, or any part thereof; without  
the consent of the Lessor in writing, on the back of this Lease. And the Lessor may  
enter to view and make improvement, and to expel the Lessee if he shall fail to pay the  
rent aforesaid, whether said rent be demanded or not, or if he shall make or suffer any  
strip or waste thereof, or shall fail to quit and surrender the premises to the Lessor at the  
end of said term, in manner aforesaid, or shall violate any of the covenants in this Lease  
by said Lessee to be performed.

And the Premises shall not be occupied, during the said term, for any purpose usually  
denominated extra-hazardous, as to fire, by Insurance Companies.

In witness whereof, the parties have hereunto interchangeably set their hands and  
seals, the day and year first above written.

Signed, sealed and delivered, in presence of