

**A BRIEF REVIEW OF
PARLIAMENTARY ACTS AND
BILLS
RELATING TO COMPOSITIONS
FOR TITHES IN IRELAND**

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A brief review of parliamentary acts and bills relating to compositions for tithes in Ireland by
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IRELAND.



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A BRIEF REVIEW,

§c.

IRISH TITHE COMPOSITIONS.

PREVIOUS to the passing of Mr. Goulburn's two Acts, (4 Geo. IV. ch. 99, and 5 Geo. IV. ch. 63, which may be considered as one,) tithes might be taken in kind. The great difficulties, under which the Clergy of Ireland always laboured in collecting their tithes, proceeded from a difference between the laws in England and Ireland; in the former, a person subtracting tithe could be sued for *double* value, in Ireland, only for the simple value. Hence, in Ireland, the tithe-payers could harass the Clergy by notices to take the tithes in kind, without inconvenience or loss to themselves. Consequently, the Clergy were obliged to make a great reduction in their charges.

In some parts of Ireland, there was an annual view and valuation and setting. In other parts, the incumbent and parishioners agreed to a composition for a certain number of years, five or seven, or during incumbency; but there was no power of effecting a composition to bind a successor. Compositions were not entered into with such formalities as to bind the parties. The Clergy always adhered to their agreements; but, on change of times and fall of prices, the tithe-payers generally threw up their agreements. To remedy this inconvenience, and to effect compositions to bind successors, Mr. Goulburn's Acts were passed.

MR. GOULBURN'S ACTS.

Upon application to the Lord Lieutenant, by tithe-owners or tithe-payers, orders were issued for assembling a select vestry, consisting of twenty-five highest *county-rate* payers, of magistrates qualified under the Road Acts, and of 50*l.* freeholders. The tithe-owner and vestry might agree or disagree to proceed under the provisions of the Act. So far the agreement was voluntary. If they agreed to proceed, the Acts became compulsory. Two Commissioners

were appointed, one by each party, by whom the composition was to be arranged on the average of all sums *paid, agreed to be paid, or adjudged to be paid*, for the seven years ending November 1, 1821. But, from the modes in which tithes had been managed in Ireland, and the manner in which tithe accounts had been kept, it would have been extremely difficult to prove these amounts in any one year, but, in a vast majority of cases, impossible to have proved them in all the seven years. And very few compositions would have been effected under these Acts, if it had not been for a clause dispensing with the necessity of such proofs, and admitting of private agreements between the incumbents and vestries. But, in the first Act, those private agreements were shackled by a necessity imposed on the Commissioners, of seeing that the agreement was not *below* the above average, which obliged them to require the same proofs as above; hence, in the first year, very few were effected. But in the second Act, that limitation was removed, and private agreements left perfectly free. And then the Acts came into full and extensive operation, as the Clergy made great reductions to effect them. Such private agreements required the consent of the Bishop on the part of the incumbent, as guardian of the rights of the successor; but it appeared in evidence

before the Lords' Tithe Committee in 1832, that, by the Bishops then existing, only *three* such agreements had been rejected. These agreements, when signed by the parties, became conclusive upon the Commissioners, who entered the amount, whether determined on the averages or settled by private agreement, in a *certificate*, in which also they were directed to enter the average price of wheat or oats (whichever prevailed in the parish) for the seven years ending November 1, 1821, according to the *Dublin Gazette*.

If it should appear to the Commissioners that, during the septennial period, from long incumbency bargains, or any causes, the amount had been much too low, they were enabled to add a sum not exceeding one-fifth; and were obliged to state such addition, and the reasons for making it, in the certificate. Such addition was made in very few cases. On the certificate being submitted to the parties by the Commissioners, an appeal lay from either party to the Lord Lieutenant and Privy Council, which appeal was to be accompanied by a statement of the grounds of appeal; and the Lord Lieutenant, &c. might hear the appeal and alter the amount, or refer it to the next going Judge of Assize.

The Commissioners were bound within four months to applot the amount on all lands, not

tithe free, within the parish, and to make out books of the applotment, signed with their names, from any part of which applotment an appeal was given to the quarter sessions. If the Commissioners failed to applot within the necessary time, the tithe-owner might applot according to the parish rate, or, in default thereof, by the county rate.

At the end of each period of seven years, on the application of the tithe-owner or tithe-payers to the quarter sessions, an order was to be made for varying the amount of the composition by a comparison of the standard price of corn, stated in the certificate, with the average price by the *Dublin Gazette* for the seven preceding years. Or the tithe-owners and tithe-payers in vestry might agree, that the composition should continue invariable for fourteen, or the entire twenty-one years. This latter plan was almost universally adopted. After all the necessary forms had been gone through, and the time for appeal lapsed, the composition became binding on all parties, and might be recovered half-yearly, by all the ways and means by which rent might be recovered. And the amount of one year was a preferable charge on the land before all other charges.

Landlords, after the passing of this Act, were bound to let lands tithe free; but still the remedy