



# Manorial Services

## A sale by private treaty

# A private treaty sale of Lordships of the Manor

with

Windermere  
alias Undermillbeck, Cumbria  
&

Bailiwick of Stalmine, Lancashire

All prices are subject to a 20% buyer's premium.  
Please see "Conduct of sale" inside.

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Rainham, alias Meresborough, Kent	£8,000	p. 11
Bailiwick of Stalmine, Lancashire	£9,000	p. 13
Eastbourne Medsey, Sussex	£8,000	p. 15
Bracken on the Wolds, Yorkshire	£8,000	p. 17
Birch and Lyth, Shropshire	£7,500	p. 19
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## The Lordship of the Manor of Windermere alias Undermillbeck, Cumbria

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Windermere is one of the most famous places in Britain, certainly one of the most visited. It is, of course, the largest lake in England and one of the most popular destinations for tourists from Britain and around the world. It is the location of countless films and television programmes and forms one of the most well loved vistas in the British Isles. The area became famous through the work of the lake poets, William Wordsworth, Robert Southey and Samuel Coleridge. Windermere was the setting for Wordsworth poem, *There Was a Boy*;

*There was a Boy; ye knew him well, ye cliffs  
And islands of Winander! many a time,  
At evening, when the earliest stars began  
To move along the edges of the hills,  
Rising or setting, would he stand alone,  
Beneath the trees, or by the glimmering lake;  
And there, with fingers interwoven, both hands  
Pressed closely palm to palm and to his mouth  
Uplifted, he, as through an instrument,  
Blew mimic hootings to the silent owls  
That they might answer him.—And they would shout  
Across the watery vale, and shout again,  
Responsive to his call,—with quivering peals,  
And long halloos, and screams, and echoes loud  
Redoubled and redoubled; concourse wild  
Of jocund din! And, when there came a pause  
Of silence such as baffled his best skill:  
Then, sometimes, in that silence, while he hung  
Listening, a gentle shock of mild surprise  
Has carried far into his heart the voice  
Of mountain-torrents; or the visible scene  
Would enter unawares into his mind  
With all its solemn imagery, its rocks,  
Its woods, and that uncertain heaven received  
Into the bosom of the steady lake.*



Windermere Lake District from hill



The history of the manor is long and detailed and can be traced to the Norman Invasion of 1066 and the struggle to capture the Lake District for the new rulers of England. After William had subdued most of England the North remained a problem for a number of years into his reign. In order to try to subdue it a huge swath of land from Northern Lancashire and what was the county of Westmorland was granted to Ivo de Talebois, a powerful Norman nobleman who had besieged and captured the rebellious Hereward the Wake, at Ely in 1071. Ivo was granted this estate as long as he could subdue it and his grip was strengthened after the accession of William II in 1087. The territory eventually became the basis of the feudal Barony of Kendal and Windermere, otherwise known as Undermillbeck, and was included in the baronial extent. The descent of the barony is shown in this history. It passed from Ivo to Eldred, to Ketel and thus to Gilbert. The historian William Farrer noted that at this time *the parishes of Windermere and Grasmere were "forest. Down to a comparatively recent period, there were no freeholds in these parishes except the Fleming estate in Rydal and Loughrigg.*



William Wordsworth

After the death of Gilbert the estate passed to his son, William, who took the name de Lancaster. Although Windermere was considered his manor at the time, for much of this period of the 12th century it was controlled by Scottish kings. It was not until the reign of Richard I (1189-99) that the Barony of Kendal was formally erected in favour of Gilbert Fitz-Reindred, the son in law of William by his daughter Halwise. Gilbert's seal can be found on *Magna Carta* and he was one of the barons who rebelled against the rule of King John. He was succeeded early in the reign of Henry III by his only son William de Lancaster (III) who was the last true Baron of Kendal. At his death the barony was divided between his two sisters, Helwisia and Alice and it was divided into three fees, Richmond, Marquis and Lumley, a division which remains until the present day. Windermere/Undermillbeck formed part of the Richmond Fee along with Grasmere, Langdale, Loughrigg, Ambleside, Troutbeck, Applethwaite, Crossthwaite and Lyth, New Hutton, Casterton, Strickland Ketel and Helsington, Thornton, Westhouse and Maysinghill. This passed to Alice and thence to the family of her husband, William de Lindesay.

Several generations of William de Lindesays followed. At the death of the third William, in around 1386 it was noted at the time of his death that he was Lord of Richmond Fee which included the manors of *Grasmere, Langden, Troutbeck Forest, Applethwaite, Wynandermere, Eclesall, Skandall, Lyth, Crosthwaite, Skirkland Ketell, Kirkeby, Helsington and Horton in the Hay*. Of his son and heir one historian of the Barony noted that *we find nothing in particular, save only that he died without any male of his body*. The manor thus passed to his brother, Christian who obtained a charter of free warren in the manor from Edward III. He was married to Ingelram de Guisnes, Lord of Coucy in France. The couple lived there and their son and heir, William was classed as an alien and unable to inherit. Windermere, along with the rest of the Richmond Fee manors was therefor escheated to the Crown.

In 1347 Edward III granted Windermere and the other Richmond Fee manors to John de Coupland. He was a relatively lowly squire from Northumberland who had the wit and skill to capture the Scottish king David at Battle of Neville's Cross on 16 October 1346. Coupland was knighted by the king and granted land and position. The grant of the Richmond Fee was one of a number of such gifts. John was infamous in the North of England and Scotland for his brutality and was killed in December 1363 by 20 men whilst he crossed Bolton Moor in Richmondshire. Despite three subsequent inquiries the murderers were never found nor arrested. The estate remained in the possession of his wife, Johan or Joanna and at her death in 1375 it was found at her inquisition that she held *the manor of Wynandermere, with its members and appurtenances*. The manor then reverted to Ingelram de Courcy and then to his daughter, Phillipa, the former wife of Robert de Vere, earl of Oxford. She died childless in 1413 and Windermere then reverted to The Crown for a second time.

The Lordship of Windermere was granted by Henry IV to his third brother, John Duke of Bedford, in whom it remained until his death in 1436. Henry VI then granted it to John Beaufort, Duke of Somerset but he died childless and the king regranted it to his daughter, Margaret, who was Countess of Richmond in her own right. Born in 1443 she was descended from John of Gaunt, fourth son of Edward III, a lineage which gave her royal claim. As a young teenager

she was placed under the protection of Henry VI's own half-brothers, Edmund and Jasper Tudor. This arrangement was made specifically to marry her off to Edmund, which she duly did in 1455. Only a few months after her marriage the 12 year old girl became pregnant. This was as a result of a rather brutal act on Edmund's part and was a ritual known as the 'courtship of England'. By making her pregnant Tudor secured a life's interest in Margaret's estates, which were worth £1,000. Even in the 15th century this was considered too young an age to conceive and she seems to have suffered considerable internal damage and had no further children for the rest of her life. Tudor, however appears to have received no censure for his actions save perhaps a divine one, since after just six months of his wife's pregnancy Tudor was killed by the plague. Fortunately she carried her child to term and gave birth to a son, Henry. This act alone embroiled her in the internecine struggle between the houses of York and Lancaster, which was now raging across England. Within a year she had married Henry Stafford, second son of the duke of Buckingham

The history of her son Henry at Bosworth in 1485 brought triumph for the family. At the first Parliament of the new regime she was declared *femme sole*, a woman in law capable of actions independent of her husband and in 1487 she was granted a huge landed trust for the monarchy including, of course, Windermere and her portion of the Barony of Kendal. In 1492 a survey was conducted of her estates and it was found the the manor of Windermere, here noted as Undermillbeck, owned a yearly rental of £8 10s 6d. Margaet died in 1509, a few weeks after seeing her grandson crowned Henry VIII. His lands and estates came to the Crown and Henry granted Windermere to his illegitimate son, Henry, Duke of Richmond, who died in murky circumstances aged just 17 in 1536.

The Lordship of Windermere or Undermillbeck remained in the hands of the Crown for the next 150 years. It was granted to various members of the Royal households to provide an income and, as part of the Richmond Fee, developed a rich and efficient system of tenancy and administration. The final royal holder of the Manor was Catherine of Braganza, wife of Charles. A survey of her estate in 1677 found that the annual value of Windermere had increased to £13 8s and consisted of 81 tenements. Fishing in Lake Windermere alone netted £6 per year. After her death in 1705, the Lordship and the Richmond Fee were granted to the Lowther family. William Lowther had been appointed steward of Richmond Fee in 1662, a position he inherited from his father, Sir John Lowther. It was therefore a natural step to award this long established Yorkshire family the actual estate.

The Lordship of Windermere remained in the hands of the Lowther family for the next 30 years. They became one of the leading landowners in the North of England and possessed over 80,000 acres of Westmorland and Cumberland alone. The family were raised to the peerage in 1696 when John Lowther was created Viscount Lonsdale. After this line became extinct in 1751 the estate was settled on a cousin, when Sir John Lowther was created Earl of Lonsdale. The Lordship remained in the hands of the Lowther family until the late 1980s when it was purchased by the family of the present Vendors.

Bowness is the main town in the manor and this became a major tourist destination at the beginning of the 19th century when the wilds and mountains of the Lake District began to be celebrated and the upper classes were cut off from Europe by the Napoleonic Wars. Bowness itself dates to at the least the 8th century.



1st Viscount Lonsdale

## Documents in the Public Domain Associated with this Lordship

1441-1443: court rolls

The National Archives

1505-1507: ministers' accounts

1603-1605: estreats

1619-1665: rentals

1624-1641 estreats

1615-1616: minister's accounts

Duchy of Cornwall Office

1550-1550: jury charge

Cumbria Archive Centre, Carlisle

1614-1614: boundary riding

1652-1683: court rolls

1654-1679: verdicts

1669-1672: estreats

1670-1670: court papers

1696-1696: court book of admittances

1752-1804: call books

1800-1946: call book

1831-1839: notices and perambulations of boundaries

1878-1891: fines, fees, admittances, accounts and valuations

1925-1931: stewards' papers



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## The Lordship of the Manor of Diddington, Warwickshire

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Diddington Hall

Lying in the extensive parish of Hampton-in-Arden is the manor of Diddington. This estate including a small hamlet of the same name lies to the north of Hampton on Diddington Lane and borders the large Stonebridge Estate to the East.

This manor is known as a reputed manor, which means it was a freehold estate without feudal tenants. The earliest mention of the manor occurs in the 12th century when it was gifted to the nuns of Markyate Priory in Bedfordshire by Sir Roger de Mowbray. In 1190 the priory leased the land to William de Arden and in 1231 Diddington was purchased outright by his son Hugh for 30 marks. Arden was also the Lord of the Manor of Knowle and Kinwalsey. The Manor remained in the possession of the Arden family for several generations. On the death of William de Arden in 1296 it was assigned to his widow Agatha and to his daughter Amice. In 1284 Amice's husband John le Lou sold Diddington and the Knowle estate to Edward I and Queen Eleanor. The estate was held as a possession of the Queen and a gift from Edward. Although like most dynastic marriages that between Edward and Eleanor was arranged for a political purpose (in this case to secure England's claims over Gascony) it later developed into a union of deep love and affection. She was only 13 when she was wed to Edward, he was only a couple of years older. They were both in England by 1255 and by all accounts shared a loving and faithful relationship, which was unusual for the 13th century. Edward is not known to have had any extramarital relationships nor fathered any children outside of his marriage. Indeed it was widely reported that the couple shared a harmonious and lively relationship. Diddington with rest of the Knowle Estate was a gift for Eleanor from Edward, and when she died in 1290 was given to Westminster Abbey as part of a large endowment for a chantry to be erected in the memory of her soul. Such was his love for Eleanor that Edward commemorated her with a series of twelve crosses from Westminster to Lincoln. Only two survive - Waltham Cross and Charing Cross.

Diddington remained a part of the Westminster Abbey estates until its Dissolution. In 1541 it was granted to the Bishop of London but in 1559 the grant was revoked and instead the Manor was taken back into the hands of the Crown. In 1573 Queen Elizabeth granted Diddington, with Knowle, to her favourite, Robert Dudley, Earl of Leicester. Leicester was one of the most prominent figures in Elizabethan England and a great favourite of the Queen herself. The son of the Duke of Northumberland, Leicester came to prominence early in the reign of his friend, Elizabeth. Indeed, he is often considered the most likely candidate as her husband. His first wife, Amy Robert died in 1560 in murky circumstances, falling downstairs. Unfortunately for Leicester this actually ruined his chances of marrying the Queen

since the scandal of Amy's death was so large. He remained unmarried for 18 years, hoping that his chance would come but eventually he married Lettice Knollys, Countess of Essex, and was promptly banned from court. Leicester amassed a great estate in Warwickshire, centred on Kenilworth Castle, ten miles to the south and Diddington was very much part of this process. His lavish lifestyle is well documented and he spent a fortune on his Warwickshire lands and in particular, remodelling and developing Kenilworth. Despite upsetting Elizabeth with his second marriage they were later reconciled and he spent much time with her. When the Spanish Armada was threatening England in July 1588, Leicester was standing at her side when she delivered her famous speech at Tilbury. Leicester died suddenly a few days later and Elizabeth was heartbroken, she reputedly locked herself in her rooms for days until the door was forced open by Lord Bughley.

On his death, Leicester's manor at Diddington reverted to the possession of the Crown where it remained until 1622 when it was granted to Sir Fulk Grevil, Lord Brooke. He had been a faithful servant of Elizabeth and was a Warwickshire man, born at Alcester in 1554. He was also a noted member of the court of James I, who granted him Warwick Castle in 1604. Grevil spent the enormous sum of £20,000 in renovating what had become a dilapidated complex. Grevil was murdered in 1628 by a servant, Ralph Haywood who believed that his master had left him out of his will after promising otherwise. He is buried at the church of St Mary In Warwick. Diddington passed to his adopted son, Robert Grevil who was killed during the siege of Lichfield in 1643 fighting on the side of Parliament. It then passed to his son Francis and in turn, his brothers, Robert and Full, who died in 1710. By this time the Manor had been gifted to Fulk's son, Algenon, who retained it until 1743 when he sold it to William Smith. In 1754, Smith's widow, Henritetta sold it to Benjamin Palmer. Palmer may have offered it for sale in 1759 since Warwickshire Record Office hold details of *Manor of Diddington, capital messuage and lands adjoining in Hampton-in-Arden* along with other lands in the county (WRO CR 299/79/1-6) but appears to have retained it until 1772 when it passed to a relative, David Lewis. By this time it seems that the estate had actually been divided into moieties since when Lewis died a years later he was found to have held it jointly with Henry Greswold, who died in 1823. Eventually the Manor and rest of the Knowle estate passed to a descendent of Benjamin Palmer, Jane Wilson and hence into the hands of this family. In 1887 it was sold to Mrs J B Clarke and later sold to Major G Everitt, in whose family it remained until 1982 when it was sold to Edgar Philips.



Edward I Eleanor



Robert Dudley, Earl of Essex



# The Lordship of the Manor of Rainham, alias Meresborough, Kent

Rainham lies a few miles south-west of Rochester, close to the Isle of Sheppey. It was a separate village for a thousand years before being absorbed into the development of nearby Gillingham in the 1920s. It lies on Watling Street, the Roman Road which linked Canterbury with London.

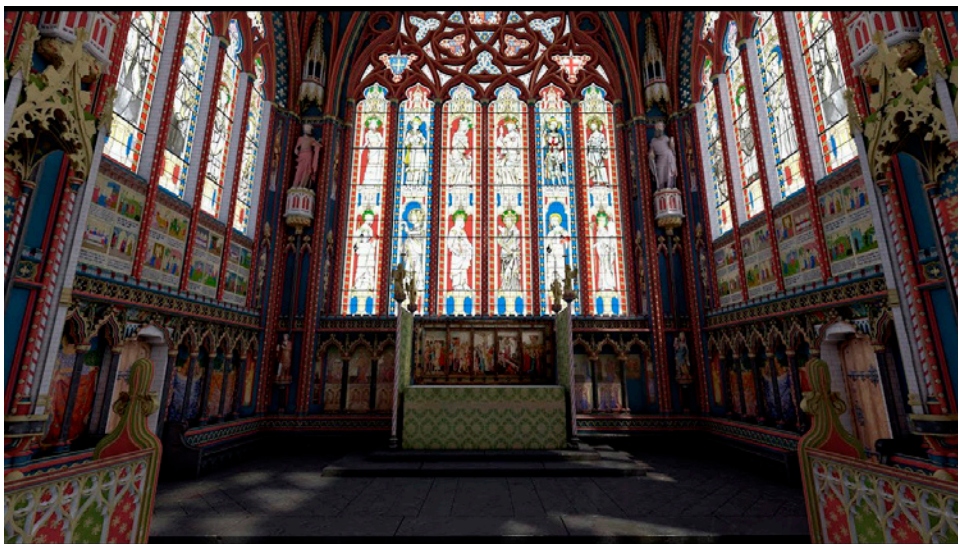
The manor of Rainham is often referred to as Meresborough or Merethorne, in some instances, and received its original name from the family who are recorded as its first lords. During the reign of King John (1199-1216) Peter de Mere was recorded as the lord of Meres Borough and Mere's Court; the two manors being linked for most of their subsequent histories. The descent of the manor for the next several decades is rather opaque. It appears to have been the property of Geoffrey de Meredale before the beginning of the reign of Edward I in 1272. By this point the manor



Lord Hothfield Vanity Fair 17 August 1889

has passed or been purchased by Sir Roger de Leyborne. Leyborne was a celebrated knight who had killed Arnulf de Munteny in a tournament before Henry III in 1252. In order to perform penance for his this he went on a lengthy pilgrimage and was then pardoned by Henry. He was also granted lands belonging to Roger Connell of Kent and it may have been that the Rainham estate was part of this gift. Despite this, Leyborne was one of those who joined Simon de Montfort in his civil war against Henry in the 1550s and 60s but split with de Montfort in 1263 and announced his loyalty to Henry. He fought at two of the great battles of the war; at Northampton and Lewis in 1264. At the battle of Evesham in 1265 he is supposed to have saved the life of King Henry. He died in 1266 whilst in Gascony raising troops for a possible crusade.

The Lordship was subsequently inherited by his son, William, who held his Rainham property by service of walking *principal lardner* or Steward of the Larder at the king's coronation. At his death in 1310 the estate passed to his daughter Juliana, who out-lived three husbands but died childless in 1367 and the lands and manors escheated to the Crown. Meresborough was subsequently granted to the canon of St Stephen's Chapel, Westminster. It then remained a possession of the canons for the next two centuries until the first year of the reign of Edward VI (1547). The chapel became one of the last of the religious houses to be dissolved and once more the manor returned to the hands of the crown. This was only a temporary measure since within two years it was granted out once more to Sir Thomas Cheney, treasurer of the king's household. After Cheney's death in 1558 the Rainham property passed to his son Sir Henry, Lord of Todington who sold it in around 1570 to the London grocer, Richard Thornhill. Five years later the Rainham estate passed to his son Samuel. He was succeeded by his second son, Sir John Thornhill who in turn passed his lands and estates to his son, Charles, during the reign of Charles II. At this point the estate was divided and the Manor of Rainham or Meresborough was alienated to John Tufton, 4th earl of Thanet.



St Stephen's Chapel Westminster

After the death of Anne Clifford the vast Clifford estates in the north, including the baronies of Westmorland and Skipton also came to the Tuftons. John enjoyed these for only a short time, dying within a year of his inheritance. The estate then passed to his brother Richard, the 5th earl, who died in 1683 and then to his youngest brother Thomas, the 6th Earl.

Thomas was politically active and sat as a Member of Parliament for Appleby from 1668 to 1679, as a nominee of Anne Clifford. During this time he also served as Groom of the Bedchamber of the Duke of York, (later James II) and was Lord Lieutenant of Westmorland and Cumberland from 1685 to 1687. At the Revolution of 1688, which saw the deposing of James III, Thomas was a signatory of the *Declaration of the Lords Spiritual and Temporal in Favour of the Prince of Orange* at the Guildhall. On his death in 1729 he had no male heir so the estate descended to his nephew Sackville. The 7th Earl had served as Member of Parliament for Appleby from 1722 to 1729 and inherited from his Uncle the office of hereditary sheriff of Westmorland. He consolidated the family's huge estates and resided at Hothfield Place, 15 miles from Rainham

In 1753, on the death of Sackville, the Manor passed to the 8th Earl, Sackville (II). He led a relatively quiet life and served in the House of Lords as a loyal supporter of the Whig faction. He died in 1786 and was succeeded by his son, also Sackville, the 9th Earl. In 1799 the Earl appeared before the Court of the King's bench. He was arrested and charged with riot and trying to effect the rescue of Arthur O'Connor, who had been arrested for high treason. Lord Tufton had been trying to release him. Unbeknownst to him, the charges of treason against O'Connor had already been dropped and he was being held for a lesser charge of a misdemeanour. Tufton was fined £1,000 and sentenced to spend one year in the Tower of London. He was soon freed and continued to enjoy his career as a fervent supporter of Fox and the Whigs.

Sackville died in 1825 and the Lordship of Meresborough as well as the rest of the family estates passed to the 10th Earl, Charles. Born in 1770 he served in the Regiment of Foot as a captain in the early years of the Napoleonic Wars. He never married and died in 1832. His successor was Henry, the 11th Earl who had also fought in the French Wars but later served as MP for Rochester and Appleby. Before his death Henry had vested his estates and the hereditary sheriffdom of Westmorland to a Frenchman but on his death, in 1849, this was challenged and a special act of Parliament was passed which abolished any claim to the office of hereditary sheriff and the vast Tufton estate, including Meresborough, which amounted to over 40,000 acres was granted to Henry's illegitimate son, Richard, who had been born in Verdun in France in 1813. Richard was naturalised in 1849 and a year later was granted a royal licence to adopt the name Tufton. In view of his large estates he was created a baronet in 1851.

Richard died in 1871 and Meresborough then descended to his son Henry James Tufton. He served as Vice Admiral of the coasts of Cumberland and Westmorland and was lord-in-waiting to Queen Victoria (1837-1901) in 1886. In 1881 he was created 1st Baron Hothfield. Rainham or Meresborough remained in the hands of this family until the 1985 when it was purchased by the family of the present owner.

## Documents associated with this manor in the public domain

1569-1569: extracts from survey

British Library, Manuscript Collections



Rainham St Margaret of Antioch Kent

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## The Lordship of the Manor Bailiwick of Stalmine, Lancashire

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This unusual title lies in the township of Stalmine within the extensive parish of Lancaster. Although it is called a Bailiwick it was, in effect, a lordship of the manor and descended as such a property would. The Bailiwick is sometimes described as a sub-manor of the extensive Lordship of Furness and was under the control of a bailiff appointed by the Lords of Furness, the monks of Furness Abbey. Stalmine lies in the part of west Lancashire known as Fylde. It derives its name from the Old English and Norse for a pool or stream at the mouth of the river; steall mynni. It is situated a few miles north of Blackpool, on the banks of the river Wyre.

The monks of Furness Abbey held land in Stamine since the 12th century. Founded in 1127 by Stephen, count of Boulogne (later King Stephen) and Mortain, lord of Lancaster, the monks of Furness were granted lands by a number of large landowners including land in Stalmine.



George Monck, 1st Duke of Albermarle

In around 1200 Robert de Stalmine granted the monks a carucate land called Corocola, from his estate and this formed the basis of the subsequent Bailiwick. In 1240 William's son John, granted more of the family estate in the township to the abbey, as did his brother, Henry. Over the next 200 years they expanded their lands in the township and according to the antiquarian Francis Gastrell, *In the course of time the Abbey of Furness obtained the whole manor, which fell to the King at the Dissolution.*

A survey of the manor of Furness, made in 1649, notes that;

*There is a rent due from divers tenements in the Bailiwick of Stalmyne, which is right due and belonging to manor of Furness, as part of the said manor and payable to the receiver-general of the county of Lancaster and is per annum £10 2s 10d. Memorandum - the Bailiwick of Stalmyne is about ten miles from Lancaster and about thirty miles from the Manor of Furness*

Grants were made throughout the 13th century and the monks became primary landlords. In 1318 for instance, an agreement was made between the abbey and Nicholas de Oxley who was seeking to improve five acres of waste. The monks insisted that they be allowed to continue to drive their cattle over his land to the common. At the same time de Oxley released his claim to a water mill which they had constructed near to their demesne farm, known as The Grange.

The abbey of Furness was dissolved in 1536 and its lands and estates were seized by the Crown. This meant that the succeeding kings and queens of England, from Henry VIII to Charles II were Lords of the Bailiwick. In 1666, as a reward for his help in restoring the Stuart dynasty to the throne, the Lordship of Furness and the abbey estates, including Stalmine, were granted to the Duke of Albermarle. Born the second son of a Devon gentleman, Monck was consequently required to seek employment and chose a military career. He sailed in the English fleet which attacked Cadiz as a sixteen year old in 1625. In 1627 he was forced to flee England after accidentally killing an under-sheriff, who had arrested his father for debt, during a fight. He joined the navy and was part of the failed attempt to relieve La Rochelle in the following year. Throughout the 1630s Monck remained a military man, slowly working his way up the ranks and gaining a reputation as a brave and efficient soldier. By the time of Charles I's campaign against the Scottish Covenanters in 1639 he had been raised to the rank of Lieutenant-Colonel. When the Civil War broke out in 1642 Monck was serving under the Earl of Leicester trying to suppress a rebellion in Ireland. Monck urged Leicester not to take an oath to support either Parliament or the king but after an agreement was reached with the rebels in September 1643 the Irish army returned to England to bolster the royal forces. A few weeks later Monck was captured by Parliamentarians at the siege of Nantwich on January 1644 and he spent the next few months as a prisoner in the Tower. He was eventually freed after promising not to fight against Parliament but to help suppress the continuing rebellion in Ireland. In September 1647 he was appointed as major-general of the Parliamentary forces in eastern



Ulster and he remained here until and after the king's execution in 1649.

In 1650 the Commonwealth launched a war against the royalist rump in Scotland and its leaders appointed Cromwell to lead it. Cromwell had been impressed with Monck and gave him a command and his subsequent successes in capturing a number of key posts led to his appointment as governor of Edinburgh in 1651. When Charles II made a dash for England Cromwell followed and left Monck in charge to mop up any resistance, which he accomplished with remarkable speed. His talents, especially in his use of artillery, were now considered precious by the Commonwealth and Monck was deployed at sea to fight the Dutch in 1652 and 1653.

The general professed to be a soldier, not a politician and that his loyalty was to his men. This served him well after Cromwell abolished the Regicide Parliament in April 1653. Monck issued a statement to the effect that he was too busy fighting the Dutch to be able to intervene in the domestic situation. The powers granted to him enabled him to become the virtual dictator north of the border for a time. When Cromwell died in 1658 Monck immediately offered his support to his successor, Richard but felt ill at ease with the new regime and in turn it looked upon him with some suspicion. At this point representatives of Charles II began to make overtures towards the general to garner his possible support for a restoration of the monarchy. As the Parliamentary regime collapsed into disarray at the beginning of 1660 Monck marched his army south. He was instructed to protect Parliament but he could see that the tide had turned against the republic and when he was contacted by representatives of Charles once more Monck assured him of his loyalty. His military control of London ensured that the throne could be restored peacefully and when Charles landed at Dover in May 1660, Monck was the first to embrace him. Within weeks his loyalty was rewarded with his elevation to the dukedom of Albermarle. The lands and estates of Furness Abbey were granted to him in 1666.

The duke remained a loyal officer of the king's army and navy until his death in 1670 when his title and estates passed to his son Christopher who died childless in 1687. Stalmine passed, with the rest of his possessions to his wife who survived to the age of 95, dying in 1734. From her it passed to her second husband, Ralph, 1st duke of Montagu. He was succeeded by his son, John, 2nd duke of Montagu who had no sons and passed his estates to his daughters Isabella, wife of Edward Hussey, earl of Beaulieu and Mary who married George Brudenell, 4th earl of Cardigan (great-grandfather of Cardigan of the Charge of the Light Brigade). In 1801 an inquiry was made into the estate of Edward, earl of Beulieu, who was declared a lunatic. The Bailiwick is listed as one of his possessions.

Stalmine consequently passed to Mary's daughter, Lady Elizabeth Montagu who was married to the 3rd duke of Buccleuch. The Bailiwick then remained in the hands of the Dukes of Buccleuch until the death of the 5th duke in 1827. In 1835, Francis, Duke of Buccleuch sold a huge part of his Lancashire Estate to Peregrine Towneley for £99,000, an astonishing amount at the time. This conveyance included the Bailiwick of Stalmine and the various rents which issued from it, which totalled £10 10s 1d per year. Rents were collected in Stalmine for Towneley in 1846.

The Towneley Estates eventually passed to the Lords O'Hagan and the Bailiwick was sold the present owner at the beginning of the century.



Furness Abbey



Buccleuch Arms

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# The Lordship of the Manor of Eastbourne Medsey, Sussex

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Also formerly known as Meades, or Eastbourne Medley, this manor formed one of the four divisions of the ancient parish of Eastbourne. Medsey lies in the area of the town now known as Meads, which is south of the town centre between it and the famous cliffs of Beachy Head. Until the middle of the 19th century this was open country with a few farms. Records show that the downlands known as Bullock Down and South Down were used by the tenants of Medsey to pasture their livestock. Until the town of Eastbourne was developed in the 19th century, this area was distinctly rural. In a description for visitors written in 1858,

Homely Herbert writes

*the small village at the foot of the lofty hill through which we are passing in The Meads.; it consists, as you see, of a few scattered houses, inhabited chiefly by farmers and fishermen.*



Richard Sackville Earl of Dorset

It can be clearly demonstrated in many sources, both primary and secondary that the Manor of Eastbourne Medsey belonged from 1611 to 1986 to the Sackville family and their descendants. In a survey of the manors held by the 3rd Earl of Dorset in 1613, Eastbourne Medsey is included. It continues to be mentioned, and accounted for in the Sackville Estate papers into the 20th century. In 1699 for instance it is recorded in the papers of Mr Medley, the Sackville's steward. An estate rental held at East Sussex Record Office (AMS/ 7072/3/1/5) notes payments of heriots made by freeholders in the manor including one from the Duke of Devonshire, who paid 6s on presentment of three freehold tenements at the court of 1860. In 1906 it was included in a mortgage of the estate to raise £9,000 for the 8th Earl de la Warr, whose family had inherited the Sackville estate. His father had used Medsey in a similar arrangement in 1877. Throughout the centuries the manor is included in court rolls, rentals, stewards accounts and surveys. A rental of the Duke of Dorset in 1720 noted several rents which emanated from the manor. These included an annual £2 8s 4d from the Bailiff for rents of Assize. Courts, continued to be held into the 19th century, but sporadically. At a court held for the manor in September 1740 Reiner Winter of Pevensey, a cordwainer, was admitted as the tenant of land at *Yarborough furlong in Medsey in Eastbourne in 2 parcels, formerly Crundens.*

The history of this manor before it came into the hands of Lord Buckhurst in the 16th century is somewhat obscure. It is complicated by the existence of a second manor sometimes referred to as Meads or Brode which belonged to the Cavendish family, the Dukes of Devonshire who developed Eastbourne as a holiday resort. As it has already been noted, the Duke was a free hold tenant of this manor as well as owning his own in the same district. There is some evidence as to the 15th century owners of this manor but it is unclear if they are the same as those for the Sackville Manor. Many of the manors held by the Sackville family were granted to them after the estates of the Bishops of Chichester were seized by Queen Elizabeth, but Eastbourne Medsey does not appear to be one of these. Instead it appears that the lordship formed part of the estate of Michelham Priory. When the house was dissolved in 1537 its lands and estates were granted to Thomas Cromwell. There are several rentals of the manor which also include the manor of Brighton Michelham. For instance there are rentals of 1656 and 1685 and court books dating from 1753-1800. This manor was granted to Thomas Sackville, Lord Buckhurst, by Queen Elizabeth so it seems likely that Eastbourne Medsey was granted to him at the same time.

Born in 1536, Thomas Sackville was the son of Sir Richard Sackville, a first cousin of Anne Boleyn and a privy councillor to Edward VI. Thomas excelled in public finance but was also a poet of some repute. His play, *Gordoduc*, was first performed in 1560 and was a source of inspiration for Shakespeare's *King Lear*. His literary career went hand in hand with his political. He sat as an MP for Westmorland in the 1550s and was employed as a diplomat in the 1560s. In 1566 he was appointed to negotiate a marriage between the Queen and Archduke Charles of Austria but this came to nought. He remained a favourite of Elizabeth (often a perilous position) and she was said to enjoy his company,



described by a contemporary as *judicious but yet wittie and delightful*. In 1567 he was knighted and then created Baron Buckhurst. He was rich, handsome, intelligent and talented, all attributes which endeared him to the Queen. At this point he began to buy land in his native Sussex. Like many courtiers his relationship with Elizabeth waxed and waned but he proved himself a steady hand in organising the defence of the vulnerable Sussex coast against the Spanish Armada in 1588.

Lord Buckhurst took his title from his estate at Buckhurst Park in Withyham just a couple of miles south of Blackham. By the end of the 16th century this had become too small for Sackville and when he was created 1st Earl of Dorset in 1604 he had moved to Knole. Eastbourne Medsey eventually passed, with the rest of the Sackville Estates to the Earls De La Warr who held it until the end of the 20th century.

## Documents associated with this manor in the public domain

1571-1668: survey, annotated to 1668  
1613-1613: estreats, with other manors (1 vol)  
1618-1618: rental, with 17th cent copy  
1654-1656: rental  
1656-1656: list of quit rents  
1751-1751: minutes  
1618-1619: rental of demesne leases, with other manors  
  
1682-1682: rental  
1829-1829: rental, with other manors

British Library  
Kent History and Library Centre

East Sussex and Brighton and Hove  
Record Office (ESBHRO)



Seven Sisters cliffs and the coastguard cottages, from Seaford Head showing Cuckmere Haven, Stephen Dawson

## The Lordship of the The Manor of Bracken on the Wolds, Yorkshire

Bracken on the Wolds is a manor and township located in the parish of Kilnwick in the Wolds of the East Riding of Yorkshire, some 10 miles north of Beverley. Bracken, or Bracken on the Wolds, is a township to the east of the main village, centred on Bracken lane. It is assumed to derive its name from an abundance of bracken which was cleared to form a *tun*, or small settlement which became Bracken farm and manor. There is some evidence to suggest that it was formerly a village of greater size with a chapel and a burial ground. When and how this village became 'lost' is unclear.

The early history of the Manor is rather obscure though it is mentioned briefly in Domesday Book, where it is simply written - *In Bracken, Erneis 6 carucates*. This was Erneis of Buron, who came to England with the Conqueror and was eventually granted 72 manors and estates in Yorkshire and Lincolnshire. He is widely considered to be an ancestor of Lord Byron. He died in 1106 and it is thought that his estates passed to his son Ralph. Bracken itself appears in a series of Yorkshire Charters of 1194 when it was recorded as a Knight's Fee, allotted to Agatha Trussebut.



Charles Paulet, 1st Duke of Bolton

In the first year of the reign of Edward III, Henry Tyes died seized of the Manor. He may have been the tenant of the de Ros' since the manor was held by a knights fee from William de Ros, who was the Manor's overlord.

By the end of the 14th century Bracken appears to have been acquired the Scrope family (pronounced Scroop) of Castle Bolton in Wensleydale. Richard le Scrope, who was raised to the Baronage in 1371 was known in his lifetime as a gallant soldier and was knighted by Edward III at the Battle of Durham, where the Scots were defeated. The Scrope family were of ancient lineage and had come to England with the Conqueror. The family had traditionally served the King as military knights and Sir Richard was no exception. In 1346 he accompanied Edward to Calais and is said to have taken part in almost every major battle in which the English fought over the next 40 years: in England, France, Scotland, Spain and Portugal. His reputation as a soldier was only outweighed by that of his statesmanship. He served as Lord High Treasurer of England to Edward III and twice to Richard II, both of whom held him in the highest regard. During the reign of the latter, Scrope was said to have held firm and not placed the Treasurer's seal on appointments and gifts made to the king's favourites unless he felt them worthy. Richard became incensed with this and sent messenger after messenger to Scrope desiring him forthwith to return the great seal. He refused to deliver it to any other person than the king himself. Scrope spent much of his political life attending Parliament and is said to have aided in Richard's deposition in 1399. After his death in 1403 his estates passed to his son Richard but he died very soon afterwards and these then passed to his brother Roger. In 1403 there is record of a grant of £20 from Roger le Scrope, Lord of Bolton, to Thomas Kesteven from his *manors of Bracken and Sledmer for life*. Several years later, in 1415 Roger's wife was noted as holding Bracken by a Knight's Fee from the Roa Fee.

Bracken descended with the Lords of Bolton for the next century. During the reign of Henry VIII (1509-1547) a record of the estate of John Scrope, 8th Baron of Bolton, notes that he received rental for Bracken in 1535 and 1536. *Bracken upon the Wolde*, was among a number of manors involved in a legal case between Henry Scrope and Henry Tyrell and Nicholas Lockwood in 1573.

The Manor remained in the hands of the Barons of Bolton until the death of Emanuel Scrope, the 11th Baron, who was raised to the Earldom of Sunderland. On his death in 1630 his lands and titles were divided amongst his three daughters. the eldest, Mary, inherited Bracken. In 1655 she married Charles Paulet, the 6th Marquess of Winchester who was raised to the Dukedom of Bolton in 1689. By this time Mary had died and Paulet was the owner of the

Scrope's Yorkshire estates. On Bolton's death in 1694 Bracken was inherited by John Egerton, 3rd Earl of Bridgewater, who had married Bolton's eldest daughter, Jane.

In 1748 the steward of the Bridgewater Estate in Durham and Yorkshire was Mr Hammond. He reported to the Earl and collected the rentals from properties in *Winston, Caldwell, Brachs, Skeeby, Bracken, York, Williamsfield, Sutton, Dishforth, Norton, Ovington, Whitwell and Markenfield*. At Michaelmas in that year the whole of this extensive estate yielded £1,554 6s and 8d in rentals. In 1798 the estate of Bracken and Caldwell was surveyed by Ralph Burton for £16 and found to contain some 660 acres of demesne land.

In 1863, as part of the inheritance of the estate of John Hume Egerton, Viscount Alford, the manor of Bracken on the Wolds was passed to John, Earl Brownlow. In 1923 it was purchased by R H Edelston and has descended to the family of the present Vendor.

## Documents associated with this manor in the public domain

Account Roll

1535-1536

North Yorkshire Record Office



Castle Bolton



## The Lordship of the The Manor of Birch and Lyth, Shropshire



The Mere at Ellesmere

A mile to the south of the Shropshire town of Ellesmere lies the Manor of Birch and Lyth. This was one of a number of manorial sub-infeudations within the large manor of Ellesmere, which, until the end of the 20th Century, was held by the Earls Brownlow.

Ellesmere was an important border manor, held before the Norman Conquest by the Earls of Mercia. In 1086 it was held by Rainald the Sheriff before being bestowed by Henry I on William Peverel of Dover. During the period of civil war during the reign of Stephen (1135-1154) known as The Anarchy, Ellesmere returned to the possession of the Crown. In 1177 Henry II conferred it on a Welsh nobleman, David Fitz Owen who was married to the king's sister, Emma. By the end of the 12th century Emma was in sole charge of the estate since her husband had been imprisoned by Prince Llewelyn. However, after he was released a year later it seems that King John had returned Ellesmere to his own possession. Llewelyn was used as something of an English pawn in their dealings with the Welsh and he fell in and out of favour with John depending whether matters were going the king's way. After Henry came to the throne in 1216, Ellesmere was restored to Llewelyn. The estate was centred on Ellesmere Castle and could be considered more or less a barony in terms of administration.

Ellesmere remained in the hands of the Crown for the next century but was leased out to a variety of nobles such as John le Strange and Thomas Corbet who were charged with the defence of the English border from the North Welsh. In 1280 Ellesmere Castle was settled on Sir Roger le Strange together with various sub-manors. This is the first occasion when Birch and Lyth is mentioned. It is recorded in the grant that le Strange was granted 10 acres of assart in Biche. Furthermore, *William Smith of Birche held half a virgate by service of doing the shoeing and ironwork of teams and mills in the Manor and in wartime in the Castle and forge all necessary implements.*

In 1309 Roger le Strange was required by Edward II to undertake a commission on the extent of the Ellesmere lordship. It was valued at £96 17s 7d per year and this had shown a marked increase since the Welsh had been defeated by Edward's father. It was noted in the survey for the first time the various sub-manors within the whole lordship. These include *Berche* and *Lythe* as well as others such as *Crikott* and *Grenhulle*. The tenants of the various sub-manors paid £5 6s 8d in annual rent but in times of war this was commuted to the *obligation to victual the Castle-guards.*



In 1330 the Lordship of Ellesmere, with Birch and Lyth, was granted by Edward III to Eubolo le Strange. From him it passed to his cousin Roger le Strange de Knockin. From him it passed to his son Richard. He died leaving the Lordship to his daughter, Elizabeth who was married to Roger Kynaston. John Kynaston died in 1477 leaving a daughter Joan who was married to George Stanley, the son and heir of the 1st Earl of Derby. Birch and Lyth then descended with Ellesmere for four generations of the Earls of Derby. In 1535 under a statute of Henry VIII *Ellesmere cum members* (and members) was unified with Pimhill Hundred

During the reign of Elizabeth I (1558- 1603) William, 4th Earl of Derby, was allowed to sell Ellesmere and its sub-manors, including Birch and Lyth, to Richard Spencer and Edward Savage. In the following year he received permissions from the Queen to alienate the estate to Thomas Egerton, who served as Lord Chancellor under James I and was created Earl of Bridgewater in 1617. The fourth Earl, Scroop Egerton, was raised to the Dukedom of Bridgewater in 1720. Birch and Lyth remained in the Egerton family until 1829. Under the will of the seventh and final earl (the Dukedom having become extinct) the Manor was left in the hands of his widow, Charlotte, until her death in 1849 when it descended to her great-nephew John Home Cust, Viscount Alford, father of the second Earl Brownlow. The Manor remained in the hands of the Earls Brownlow until the end of the 20th century.

The hamlet of Lyth, which forms part of the manor, is centred on a large house known as 'The Lyth'. This lay within 140 wooded acres and was home, in the 19th century, to the Jebb family. At the beginning of the 20th century it was the home of Eglantyne Jebb, who was recently awarded the honour of Most Influential Salopian of the 20th Century. She lived at Lyth during the early years of the century and was shocked by poverty among children on a visit to London before the First World War. She was a co-founder of the charity, Save the Children and drafted the first "Children's Charter" in 1923, a forerunner of the 1991 United Nations convention on the rights of children.



Eglantyne Jebb



The Lyth

# The Lordship of the Manor of Moor Hall, Warwickshire

This Lordship is found in the parishes of Bidford and Wixford, and was centred on the manor house of Moor Hall, first constructed in the 12th century when it was reputedly known as Budeley. Recent archeological work carried out on the house has found evidence that parts of the present structure date to the 15th and 16th centuries.

The earliest references to the manor of Moor Hall occur in the 12th century as noted above. Little is recorded of its early ownership. By the end of the 13th century it appears to have been a possession of the Boteler family who seem to have originated at Wem in Shropshire and were part English and part Welsh. John Boteler is recorded as holding 20 acres of arable and 2s. 6d. rent for a quarter of a mill which he held of the Earl of Warwick by the service of a knight's fee. This property is most likely that which became known as Moor Hall. In 1327 the manor was let to Geoffrey de la More or Atte Moralle, having adopted the name of the manor as his surname. He son, John, was married to Agnes, the daughter of Sir Walter Beisyn.



Sir Robert Throckmorton

It appears that Moor Hall was enfeoffed to John and Agnes for life. In around 1380, Agnes petitioned king Richard II for a commission into an attack on her manor of Moor Hall by Thomas de Morehall and others who she accuses of *stealing and destroying property to her damage of £200. She states that these lands had been enfeoffed to her and her husband for life, with remainders to Thomas de Morehall and others, but Thomas has attacked her despite her letters of protection and a privy seal letter issued to Thomas on this matter.*

Ultimately the manor passed to the child of Agnes' son-in-law, John de Clopton, William. He was also granted rights to the manor which had passed to the family of Juliana's second husband, Thomas de Cruwe in 1440 as well as their rights to properties in Grafton, Wixford, Houghton, Bickmarsh and Exhall. After the death of Julianna in 1411 her life was commemorated in a an ornate brass to be found in the parish church of St Milburgas. Thomas was an important member of the household of the Beauchamp family, the Earls of Warwick. He served as attorney to Countess Margaret and was then chief steward to her son, Richard Beauchamps, who succeeded as the 14th earl in 1401. He also served as one of the Knights of the Shire at the Coventry Parliament of 1404. This was also known as the Unlearned Parliament or the Parliament of Dunces since the king, Richard II forbad the attendance of lawyers *nor any apprentice or other person at law*. At the time of his death, in 1419, Cruwe was recorded as holding Moor Hall for life and divided his property between his two daughtes, Agnes and Joan. Moor Hall passed to the latter and by extension to her hupsand, Sir John Burgh. He was a landowner in Shropshire and the Welsh borders and was also Lord of Mawddwy. He was sheriff of Shropshire four times, in 1442, 1449, 1453 and 1463-4. At his death in 1471, Moor Hall passed to one of his four daughters, Elizabeth who was married to Thomas Mitton. The Lordship passed to their son, William, who died in 1513. His son, Richard, was Lord of Moor Hall until his death in 1551 when it was sold by his son, Richard, to Allen Hood. Eleven years later it was sold to Sir Robert Throckmorton of Coughton.



Julianna de Cruwe

Sir Robert, born in 1613, was a Warwickshire lawyer, from a family of lawyers and trained at the Middle Temple. His family were also extensive landowners in the county and had connections at Court. Sir Robert was present at the reception for Ann of Cleaves. In 1553 he was knighted and made constable of Warwick Castle. The Throckmorton's were Catholic and on the accession of Elizabeth in 1553 he largely withdrew from public life.

The family were famously involved in the Gunpowder Plot of 1605. Thomas Throckmorton likely knew of the plot, or certainly the plotters, since he let the family home of Coughton Court to one of the chief conspirators, Sir Everard Digby. The leader of the plot, Sir Robert Catesby was Thomas' nephew. The family clearly still had some sway at court since they were neither prosecuted for their part nor was their property seized.

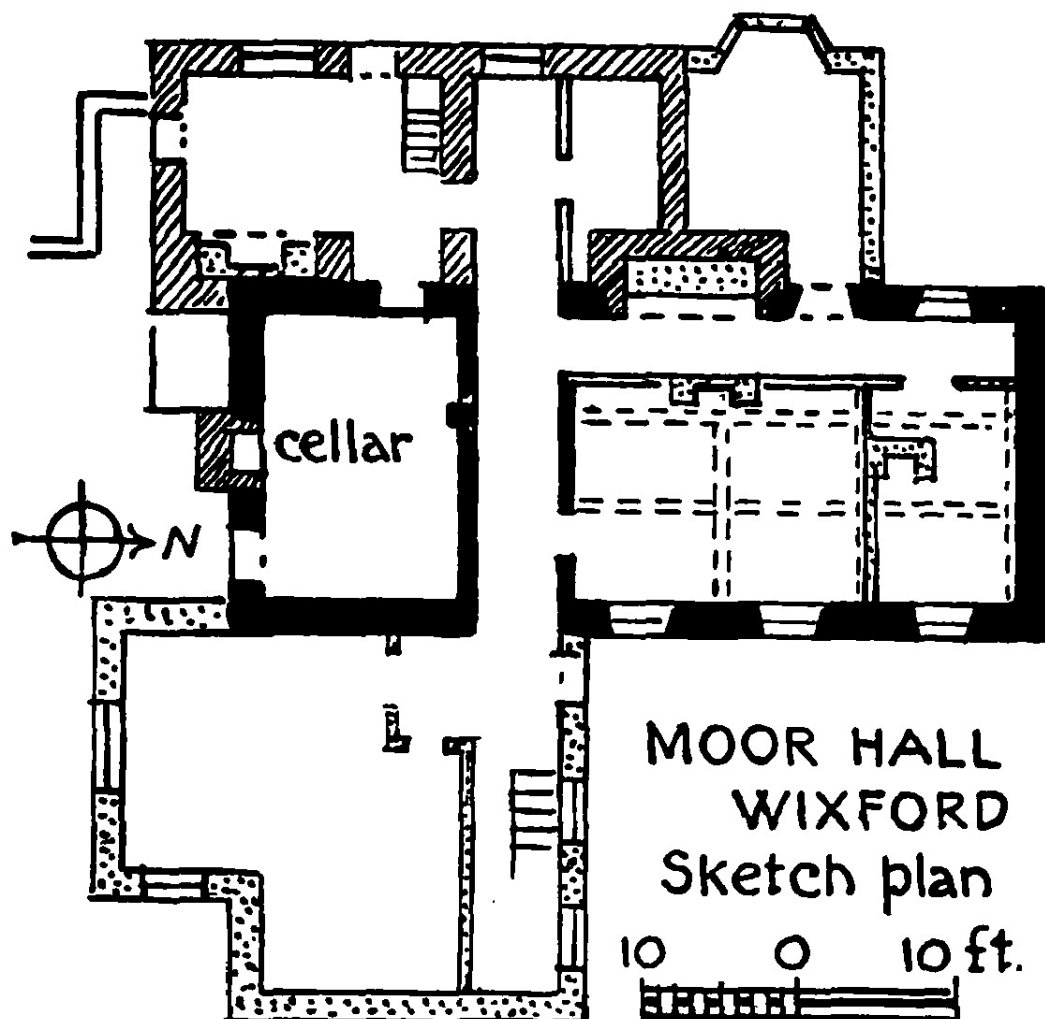
The Lordship of Moor Hall remained in the Throckmorton family until sold to the family of the current owners in 1998.

Moor Hall is six miles west of Stratford upon Avon.

## Documents associated with this manor in the public domain

1581 Bailiff's Accounts

Shakespeare Birthplace Trust



Plan of Moor Hall



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## In association with Strutt & Parker

### The Lordship of the Manor of Shovelstrode, Sussex

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There are many unusual looking place names in England, the correct pronunciation of which often defy anyone but a local. Shovelstrode may be such a place. It is supposed to be pronounced - *Shootswood* - which is thought by some to be derived from an Old English word for a the poplar tree - *schovelerd*, though this is open to doubt. It may also derive from 'rood' the traditional English land measurement; there being 4 roods to an acre.

Shovelstrode lies a few miles east of East Grinstead on the borders of Surrey and Sussex. It is extremely rural in nature and forms part of the Area of Outstanding Natural Beauty known as the High Weald.

The early history of the manor is fairly obscure but it is noted in Domesday Book where it was the property of Count Robert of Mortain. It is recorded as possessing 1 plough land, with pasture for grazing pigs and was worth seven shillings. In 1341 it is noted that John de Shovelstrode was Lord of the Manor. Later it passed into the hands of John Aske. In 1543 the Manor was granted by Henry VIII to Sir John Gage and the granted included the following;

*2s 6d From four crofts, part of land called Worsted in Shovelstrode and East Grinstead, of Edward Alfraye*

*10s 5¾d From lands called Boteley of Thomas Roydon*

*39s 7d From a tenement and lands sometime Richard Geal's and then William Mustyan's*

*6s 8d From a tenement and lands called Charles and Peckehyll of Thomas Page*

*2s From a croft called Thomas Land of John Cromper*

*8d From a meadow in Forest Row containing 2a of John Payne of Pykestone*

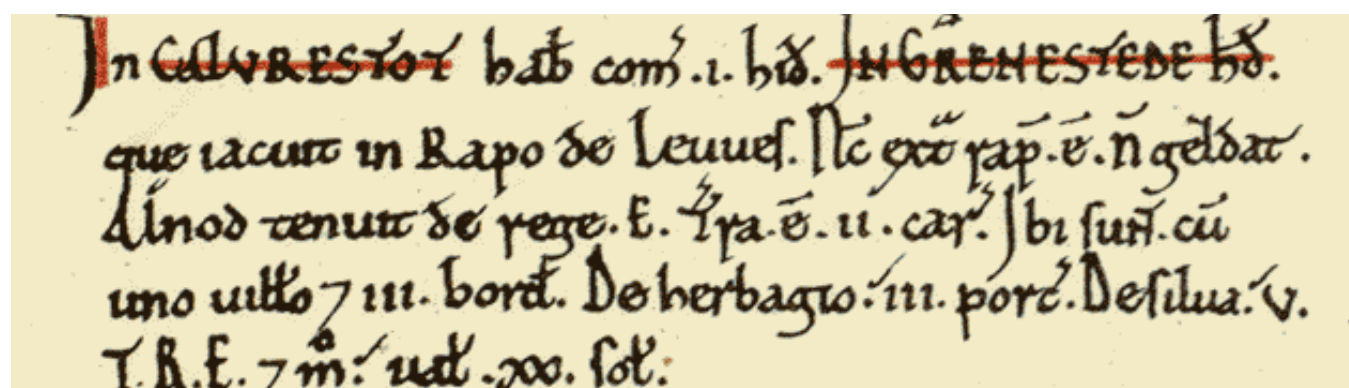
*15d From a toft called Grendler late of Thomas Plawe*

*15d From a toft, built upon, called Tryndells, of John Umf*

*2s 9d From a meadow called Monkesmeade*

Shovelstrode was, for many centuries, in the hands of the Gage family. Sir John Gage was the Chamberlain to Queen Elizabeth and is mentioned in a legal suit over land in the manor in 1554.

The Gage family emerged from the 16th century as extensive land owners. Sir John Gage was born at Burstow Manor in Surrey although the family had originated as minor gentry in Gloucestershire in the 14th century. Sir John's father, William was a courtier to Henry VII and he was able to introduce his son to the same court, becoming an Esquire to the Body of Henry and his successor, Henry VIII. In 1524 he was made comptroller of Calais, England's remaining foothold in France and was knighted a year later for his service. In the following year he was promoted to the position of Vice-Chamberlain of the Household where he would assist the sovereign on diplomatic issues and provide daily reports on the political situation. This position is still filled today, though it is now a role for an elected Member of Parliament. When the crisis over the divorce from Catherine erupted in the early 1530s, Gage fell out of favour, likely



Domesday entry for Shovelstrode



a reaction to his personal views on the matter. He was a pious man but left the King's side reluctantly according to his friend, Sir William Fitzwilliam who wrote that the *Master vice-chamberlain departed from the king in such sort as I am sorry to hear; the king licensed him to depart hence, and so took leave of him, the water standing in his eyes.* He returned to favour on the birth of Prince Edward and was made Comptroller of the Household in 1540, a position he held until the death of Henry, seven years later. He was also appointed Constable of the Tower of London and in this position he found himself having to organise the execution of Catherine Howard. During this period he was employed in surveying former monastic lands in Sussex and in 1543 there followed the grant of the Manor of Shovestrode noted above. His tasks for the King during this period were varied but often important. He was tasked with the supply of an army for an attack on Scotland in 1542 and two years later performed the same role in Henry's abortive invasion of France. After Henry's death he was appointed as part of the Regency Council which ruled England when Edward VI was still a minor. His relationship with the king's uncle, Duke of Somerset was poor and he was ousted from the council only to rejoin when Somerset's own power waned. After Edward's death in 1553 he publicly denounced the attempt to install Lady Jane Grey on the throne and was subsequently appointed Lord Chamberlain under Mary. Gage died in 1556 and Shovelstrode, with his other estates passed to his son, Sir Edward.

The Lordship remained in the hands of the Gage family for the next 400 years. Sir John Gage was created a baronet in 1633 and his descendant, Sir Thomas was created Viscount Gage of Castle Bar in County Mayo in 1720. In 1833 a record notes that Viscount Gage held the Manor of Shovelstrode which then consisted of 426 acres.

## Documents associated with this manor in the public domain

Court Roll	1546	East Sussex Record Office
Court Roll	1548	
Court Roll	1550	
Bailiff's Accounts	1562-1563	
Rental	1601	



Portrait of Sir John Gage 1479 – 1556

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## OUR TERMS OF SERVICE

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### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to an intending purchaser of a Lordship or Barony Title.
- 1.2 **Why you should read them.** Please read these terms carefully before you seek to instruct us. These terms tell you who we are, the process for purchasing a Title (which we refer to as a “**Lot**”), how we will provide certain services to you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you want to negotiate a change to any of our terms, please contact us as indicated below.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Manorial Services Ltd a company registered in England and Wales. Our company registration number is 12712329 and our registered office is at 426/428 Holdenhurst Road, Bournemouth, Dorset, BH8 9AA. Our registered VAT number is 359 6672 44.
- 2.2 **How to contact us.** You can contact us by telephone on 07957 444 473, completing the contact form on our website or by writing to us at [info@manorialservices.com](mailto:info@manorialservices.com).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you engaged us.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

- 3.1 **Our services to you.** Our services to you will consist of arranging the reservation of, and putting your offer to a vendor to purchase, a Lordship or Barony Title.
- 3.2 **Display of Titles.** Available Titles may be viewed in Lots from our catalogues. These are available on request. If you are interested in a Lot then you are invited to apply to us with instructions to put an offer to the vendor for the purchase of that Lot.
- 3.3 **How we will accept your instructions.** Our acceptance of your instructions will take place when we write to you (by letter or email) to accept them, at which point a contract will come into existence between you and us.
- 3.4 **If we cannot accept your instructions.** If we are unable to accept your instructions, we will usually inform you of this by telephone or in writing but if you do not receive our acceptance in writing then no contract is in existence between us.

- 3.5 **Limited to the UK.** Our services are limited to Lordship and Barony Titles in the UK. We accept instructions from intending purchasers outside the UK but we cannot reserve or put offers for Titles outside of the UK.
4. **PROVIDING THE SERVICE**
- 4.1 **When we will provide the service.** We will begin the services on the date we accept your instructions.
- 4.2 **Reserving a Title.** After you have applied to us for a particular Lot and we have accepted your instructions, we will promptly put an offer to the vendor. Subject always to contract as explained below, the Lot will be reserved on receipt of the Buyer Premium and the deposit from you in accordance with clauses 5.5 and 6.3 below and will stay reserved for a period ending three months from your receipt of the contract for purchase as explained in the next clause (or such longer period as we may confirm in writing after discussing with the vendor; depending on the Title the preparation of the contract for purchase may take longer than any timescale we may have outlined to you when we accepted your instructions).
- 4.3 **Contract for purchase.** On the vendor's acceptance of your offer, we will arrange with the vendor's solicitor the preparation of a contract for the sale and purchase of the Title between you and the vendor. Such contract will be on terms similar to the purchase of any land or property. Upon receipt of the contract we recommend that you take legal advice and appoint your own solicitor. To proceed with the purchase of the Title you must sign and date the contract and return it to us with the deposit and our fee referred to below.
- 4.4 **We are not responsible for delays outside our control.** If our supply of the contract for purchase to you is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay of more than six months from our acceptance of your instructions then, as a goodwill guarantee, you may contact us to end your contract with us for our services and receive a refund of the deposit and our fees.
5. **OUR FEES**
- 5.1 **Our fees ("Buyer Premium").** The fees for our services to you, known as the Buyer's Premium, equate to a stepped percentage of the price of the Lot agreed with the vendor.
- (a) You will pay us 20% of the price agreed with the vendor up to £15,000 and 15% of the price agreed above £15,000, plus VAT on the overall sum. For illustration purposes, if the price agreed for the Lot is £20,000, and the prevailing rate of VAT is 20%, the Buyer Premium will be £4,500 (comprising £3,000 for the first £15,000 (at 20%), £750 for the remaining £5,000 (at 15%) and £750 for VAT (at the 20% prevailing rate).,
  - (b) You may also be required to pay a top-up fee too in the circumstances described in clause 6.7 below.
- 5.2 **Guide price for the Lots.** The guide price of each Lot is set out on our website and in the catalogue. All Lots are zero-rated for VAT which will not be payable on the price you pay a vendor.

Your instructions to us may be to offer the vendor less than the guide price but we may refuse to accept your instructions, and no contract for services will be in place between us, if we believe the vendor will not entertain that offer. Our business depends on good relations with the vendors and derisory offers therefore will not be actioned.

- 5.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your instruction and the date the vendor agrees the price of the Lot with you, we will adjust the rate of VAT that you pay.
- 5.4 **Currency conversion.** If we agree to accept foreign monies, these will be credited at the prevailing rate on the day that they are converted into sterling. Any shortfall shall be paid to us promptly on demand and any excess will be applied to the price payable to the vendor on completion which we will send to the vendor's solicitor.
- 5.5 **When you must pay and how you must pay.** We prefer BACS payments but we do accept payment by all major debit and credit cards subject to a surcharge of 1.5% (UK/EU) or 3% (non-UK/EU). You must pay the Buyer Premium on receipt of our invoice which we will issue at the same time as we confirm the vendor's acceptance of your offer. You must pay our invoice at the latest within seven calendar days after the date of the invoice.
- 5.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 5.8 **Right to a refund of our fees.** Your rights to the refund of our fees are as follows
- (a) Even if we are not at fault but you end the contract under our goodwill guarantee set out in clause 4.4, you will receive a full refund of our fees.
  - (b) If, pre-contract with the vendor, your solicitors discover a defective title during their investigations which affects the vendor's ownership of the Lot, you will receive a full refund of our fees (as well as the deposit paid in accordance with clause 6.5). You will need to provide us with satisfactory evidence of the defect (usually via a letter from you solicitor) before we refund our fees.

## 6. THE DEPOSIT

- 6.1 **Reasons for the deposit.** There are two reasons why we take a deposit:
- (a) **Protection for the vendor.** As any vendor requires when selling a residential property, a deposit will be payable on the entry into of the contract for the sale and purchase of a Lot too with the vendor (see clause 4.3). The deposit will form part payment of the purchase price you agree with the vendor should you proceed to complete the purchase of the Lot.

- (b) **Protection for us too.** Our business depends on good relations with the vendors and it is imperative that you will go on to honour the purchase if your offer is accepted by a vendor. As the Lot will be reserved to you and withdrawn from sale, our opportunity to sell the Lot to a genuine buyer may be lost if you unreasonably pull out of the transaction. Accordingly, should you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause 6.5(c) below, you will forfeit the deposit which will be charged to you as a reservation fee.
- 6.2 **Amount of the deposit.** The deposit payable to reserve any Lot will equate to 25% of the price of the Lot agreed with the vendor.
- 6.3 **When you must pay the deposit and how you must pay it.** As with our fees, we prefer BACS payments but we do accept payment by all major debit and credit cards subject to a surcharge of 1.5% (UK/EU) or 3% (non-UK/EU). You must pay the deposit at the same time as you pay our Buyer Premium – on receipt of the invoice for our fees (which we will issue at the same time as we confirm the vendor's acceptance of your offer). It must be paid at the latest within seven calendar days after the date of the invoice for our fees.
- 6.4 **Holding and release of the deposit.** We will hold the deposit as stakeholder for the vendor until completion of the purchase at which point it will be released to the vendor (or until it may otherwise be released to the vendor in accordance with the terms of the contract for the sale and purchase of the Lot between you and the vendor). If you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause 6.5(c) below, you will forfeit the deposit as explained above and, by way of set off, it will be released to us in payment of the reservation fee.
- 6.5 **Return of the deposit.** Your rights to the return of the deposit paid are as follows:
- (a) Even if we are not at fault but you end the contract under our goodwill guarantee set out in clause 4.4, you will receive the deposit back from us.
  - (b) Once you have entered into a contract for the sale and purchase of the Lot with the vendor, the deposit may be returnable by the vendor under the terms of the purchase contract (for example if the contract is rescinded) but you will need to take this up directly with the vendor and enforce your contractual rights against the vendor.
  - (c) If, pre-contract with the vendor, your solicitors discover a defective title during their investigations which affects the vendor's ownership of the Lot, you will receive the deposit back from us (as well as a refund of our fees in accordance with clause 5.8). You will need to provide us with satisfactory evidence of the defect (usually via a letter from you solicitors) before we return the deposit to you.
- 6.6 **Deposit is also a reservation fee.** As explained above, the deposit also acts as a reservation fee if, and only if, you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause 6.5. If this occurs, we will charge you a reservation fee equal to the amount of the deposit inclusive of VAT at the prevailing rate. We may issue you with an invoice at any time after you have pulled out and we will set off your liability for the payment of our invoice by retaining the deposit.
- 6.7 **Election to re-use the deposit (and top-up fee).** Rather than incur the reservation fee should you decide to pull out of the purchase pre-contract, you may elect to use the deposit to make an offer on another Lot for an equal or lesser value so long as you make such an offer within six



months (or longer as agreed with us) of you pulling out of your previous Lot. If the amount agreed for the new Lot is less than the previous reserved Lot then the deposit will still stand as the deposit under your contract with the new vendor (albeit for more than 25% of the purchase price) but if the amount agreed for the new Lot is more than the previous reserved Lot then you will need to increase the deposit to 25% of the price accepted by the new vendor. We also reserve the right to charge you an additional “top-up” fee for the new Lot on the same basis as clause 5.1(a) above, save that the additional fee will be reduced by the amount already charged for the previous reserved lot (ignoring the VAT charged when calculating the reduced fee).

## 7. YOUR CONSUMER RIGHTS

7.1 **Ending your contract with us.** Your rights to end the contract you have with us are limited:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do**, please see clause 7.2;
- (b) **In all other cases**, please see clause 7.3.

7.2 **Ending the contract because of something we have not been able to do.** If you are ending your contract with us because you are legally entitled to after we have done something wrong (i.e. broken the contract) or you want to exercise our goodwill guarantee in clause 4.4 above your contract with us will end immediately. We will refund you in full the deposit and the payment of our fees if you exercise our goodwill guarantee. You may be entitled to compensation if you have a legal right to end the contract because of something we have done wrong but please note our responsibility in respect of your losses in clause 11.

7.3 **You are unlikely to have the right to change your mind.** As we are providing services to you, you will not have a right to change your mind once we have accepted your instructions and contacted the vendor with your offer. At that point, we feel that our services to you are complete and you cannot then change your mind. Notwithstanding this position, this does not affect your rights to a refund of our fees and the return of the deposit in accordance with clause 5.8 and clause 6.5 which are more generous than your legal rights under consumer laws and, of course, we will only charge you fees in the first place if the vendor accepts your offer (or indeed any revised offer). If you wish to end the contract in what is likely to be a small window before we contact the vendor then you will need to do this as soon as possible after we have accepted your instructions (you have 14 days from our acceptance but only if we have not contacted the vendor; if we already have then our services are complete and you cannot cancel).

## 8. HOW TO END THE CONTRACT WITH US

8.1 **Tell us you want to end the contract.** If you are entitled to end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call us on 07957 444 473 or email us at [info@manorialservices.com](mailto:info@manorialservices.com).
- (b) **Online.** Complete our contact form on our website.
- (c) **By post.** Write to us at 113 Bellenden road, London SE15 4HY, United Kingdom.

8.2 **How we will refund you if a refund is due.** We will refund you by the method you used for payment.

- 8.3 **When your refund will be made if due.** We will make any refunds due to you as soon as possible and in any event within 14 days of notifying you that you are due one.

## 9. OUR RIGHTS TO END OUR CONTRACT WITH YOU

- 9.1 **We may end the contract if you break it.** We may end our contract with you at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due.
- 9.2 **You may have to compensate us if you break the contract.** If we end the contract we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 10. IF THERE IS A PROBLEM WITH THE SERVICES

- 10.1 **How to tell us about problems.** If you have any questions or complaints about our services, please contact us. You can telephone us at 07957 444 473 or write to us at [info@manorialservices.com](mailto:info@manorialservices.com) or at 113 Bellenden road, London SE15 4HY, United Kingdom.
- 10.2 **Problem with the Title.** After you have entered into a contract for the sale and purchase of a Lot with the vendor (see clause 4.3), any questions or complaints about the Title should be referred directly to the vendor and you should enforce all your rights against the vendor under that contract.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **Particulars may vary slightly from the catalogue.** Please note that all catalogue particulars are given as a general outline only. Although we have made every effort to display accurate particulars, these are for guidance only and are not intended to amount to advice on which you should rely. Intending purchasers will need to satisfy themselves by their own investigations, inspections, searches as to the correctness of the particulars before entering into a contract with the vendor. In particular, any references in the particulars as to the geographical extent of a Lot is given for historical interest. Any rights referred to in the particulars being part of or any rights which may be associated with Lordships, Baronies, and Seignories are to be taken as historical and the operable historic rights associated with their purchase must be legally established by each new owner.
- 11.2 **Manorial rules.** The Lots in our catalogues are offered for sale subject to the Manorial Document Rules 1959 (No I 399); the Manorial Documents (Amendment) Rules 1963 (No 976); and the Manorial Documents (Amendment) Rules 1967 (No 963), copies of which may be applied for from the Auctioneers. These rules are mainly concerned with the safe custody of the documents. Where documents are associated with Lots, their location and where they may be inspected by appointment, are given after the particulars for further historical research. Intending purchasers should consider consulting with a solicitor before instructing us to make an offer to the vendor.
- 11.3 **Recourse against the vendor.** We recommend that all intending purchasers consult with a solicitor in respect of investigating the Title and agreeing the contract with the vendor. If you

do not use a solicitor regularly or would like to consult a solicitor well-versed in the law as it applies to Lordships of the Manor and Manorial Rights, we can make a recommendation. We do not accept a duty of care to you in respect of your contract with the vendor and once you have entered into a contract with the vendor, your only recourse in respect of the Title is a claim against the vendor under that contract and we are not responsible for any loss or damage under that contract, whether that relates to the Title to the Lot you have purchased or otherwise.

11.4 **What we are responsible to you for.** We are responsible though for loss or damage you suffer that is a foreseeable result of our breaking our contract with you, particularly our failing to use reasonable care and skill in arranging and reserving a Lot for you with a vendor. If we are responsible for foreseeable loss or damage then, nonetheless, in no circumstance will we be responsible for more than the fees you paid to us for our services.

11.5 **We are not liable for business losses.** We only provide services to individuals. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we may use your personal information.** We will only use your personal information as set out in our privacy policy which is available on our website.

## 13. **HOW YOU MAY USE OUR MATERIALS**

13.1 **Ownership of materials.** We are the owner or the licensee of all intellectual property rights in our materials, including our catalogues of Lots and the content on our website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

### 13.2 **Permitted acts.**

- (a) You may print off one copy of our current catalogue, and may download extracts of any page(s) from that catalogue or generally on our website, for your personal use and you may draw the attention of others to content posted on our website.
- (b) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

13.3 **Acknowledgment of our rights.** Our status (and that of any identified contributors) as the authors of content in our catalogues or on our website must always be acknowledged.

13.4 **Prohibitions.** You must not use any part of our catalogues or the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy, download, share or repost any part of our materials in breach of these terms of use, your right to use our materials will cease immediately and you must, at our option, return or destroy any copies you have made.



## 14. OTHER IMPORTANT TERMS

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our contract.
- 14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 14.5 **We are not your partner or agent.** Nothing in this contract is intended to establish any partnership between us or constitute either of us as the agent of the other.
- 14.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

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# What is a Manorial Lordship?

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- 1.1: Introduction
- 1.2: Importance of Solicitors
- 1.3: Taxation
- 1.4: British and overseas owners and death
- 1.5: Land Registration Act, 2002 (LRA)
- 1.6: Scottish baronies
- 2.1 Property: Real and Incorporeal
- 2.2: Treasury Solicitor (BV)

## 1.1: Introduction

UNDER the laws of real property in England, Wales, Northern Ireland, and the Irish Re-public, Lordships of the manor are known as 'estates in land' and in Courts, where they may crop up in cases to do with real property, they are often simply called 'land'.

They are 'incorporeal hereditaments' (literally, property without body) and are well glossed from the English and Welsh point of view in Halsbury's Laws of England, vol viii, title Copyholds, which is available in most solicitors' offices or central reference library.

Manors cover an immutable area of land and may include rights over and under that land, such as rights to exploit minerals under the soil, manorial waste, commons and greens. While it has always been the case that manorial rights can sometimes have a high value, this is rare because the rights are frequently unknown and unresearched (or are just not commercial). There is no value in owning mineral rights if there are no commercially exploitable minerals, such as granite or aggregate. If such benefits were routine, then asking prices by agents would be considerably higher to reflect this. However there may be future value in minerals trespass, where developers must dig down below the surface to put in footings for buildings or roads. Evidence for ownership of minerals rights is largely dependent on the individual administration of the manor and what records may be in the public domain. The Land Registry require robust proof of ownership and the Society would always recommend that Lords use a professional researcher to undertake such work, which can be expensive.

We are sometimes asked whether Lordships are a 'good investment' to which the answer is, 'what goes up can also come down.' The average price of a Manor was about £300 in 1955; about £600 in 1976; about £2,500 in 1981; about £10,000 in 1989; about £7,000 in 1992, during the last recession; about £12,000 in 1998, and about £7,000 now. Some Lordships command a premium price because of their names: Stratford Upon Avon and Wimbledon, sold respectively in 1993 and 1996 for £110,000 and £171,000. These are exceptional. At sales, some Manors will go higher or lower than the average, depending on the current financial climate. If you should enjoy a capital gain, then treat it as serendipity.

## 1.2: Importance of Solicitors

Like any other real property (known as real estate in the United States), Manorial Lordships belong to some one and are conveyed in precisely the same way as you would convey a house. Just as you would not contemplate the purchase of a house without legal advice, so you would be unwise to contemplate the purchase of a Manor without legal advice and you should appoint an independent solicitor/attorney. Agents such as Manorial Services and Strutt & Parker have panels of solicitors who are well versed in this arcane area of property law and will advise, but an intending purchaser is free to appoint any solicitor of his or her choice.

Solicitors will be looking principally for one thing: whether the person or company selling is the legal owner. 'Legal owner' is an important expression in law, and is quite different from a similar expression in law 'beneficial owner' (eg such as a beneficiary under a Will where the legal owner is the Executor or Trustee). The solicitor will also make inquiries with the seller's solicitors about any rights that may be passed. He will also make Land Searches at HM Land Registry.

Once you have made your offer and it is accepted, your solicitor will ask the vendor's solicitor for what is known as an Epitome of Title: ie proof of ownership over not less than 15 years (20 years in Ireland). With Lordships, in practice in the Civil Law, title is generally traced back 50 or more years. Proof of ownership is sometimes found in family or estate documents: viz Assents, Probates, Wills, Mortgages, Settlements. Statutory Declarations are common, the latter supported by persuasive exhibits from secondary sources. In effect, they are similar to the authentication of an unsigned painting, unmarked porcelain or furniture. They are as good as the person making the Declaration and the evidence adduced in exhibits. The legal expression that will appear in a Conveyance or wording very similar, in such Conveyances is 'All and Singular that Manor or Lordship or Reputed Manor or Lordship of X, in the parish of Y, in the County of Z...'

A purchaser's solicitor will check also by Searches that the seller is not a bankrupt or (if a company) where it is incorporated and not struck off or in receivership.

A solicitor will also check that the Manor is purchased 'unencumbered' (ie that there are no unexpected costs, such as the duty to repair the chancel of the local church, known as the 'lay rectorship', or 'lay impropriety' or to maintain the village green).

### **1.3: Taxation**

It is not a very complicated job, but it is worth spending about £400 with a solicitor who will ask the right questions of the seller's solicitor and to get the correct paperwork. We mentioned commercial rights and capital gains on the asset: do not forget that if by chance there were potentially valuable rights on the Manor, the first thing you need to prove any legal entitlement to them is good title and conveyancing.

Value Added Tax (VAT) does not apply to the Lordship or Barony/Honour itself, but VAT on commissions paid to the agents will attract VAT at the prevailing rate (presently 20% in the UK) to all purchasers within the European Union. All other purchasers are ex-empt, as they are if they buy most goods in the UK.

Other taxes, such as Capital Gains or any income from a Lordship (eg mines and minerals, manorial waste) may well apply in the national jurisdiction of the owner. Owners should consult a tax accountant if need be.

### **1.4: British and overseas owners and death**

A Lordship has a value and for all Lords of Manors, it will count as an asset at death, unless a lifetime arrangement has already been made. If you are domiciled outside the UK and your Lordship is your only UK asset, you will still need a Probate Certificate, even though the value is very likely to be well below the threshold for Inheritance Tax. This is usually a formality - an important one - and the solicitor who helped you to acquire the Lordship can do this for a deceased estate inexpensively. A Probate Certificate is important where the beneficiary wishes to sell the Lordship for a cash amount, as a purchaser's solicitor will want evidence that it was transferred lawfully: ie that no tax was due on the death of the Testator. The Probate Certificate confirms that tax was not due, or if it formed part of a larger portfolio of assets in the UK, that took the value of the estate above the Inheritance Tax threshold, that it was included as part of the entire deceased estate in the UK.

### **1.5: Land Registration Act (LRA) (2002)**

Lords of the Manor in England and Wales were given until 13 October 2013 to register any rights they may have in the Manor against properties on the register. Registration of rights against unregistered properties



and those which have not been sold since 2013 can still be made. Registration can therefore continue indefinitely BUT if they weren't registered when the freehold is re-registered they lapse on re-registration. However the change in law did not affect freehold rights such as manorial waste, which is by definition freehold belong-ing to the manor and this can still be registered if sufficient evidence to satisfy the LRA can be presented. The LRA does not oblige owners to register their rights, and non-registration does not mean that the Lordship or its rights are lost. It just means that the tra-ditional paper conveyancing continues, as opposed to electronic conveyancing today. The LRA has a goal of registering everything in the next 30 years so it might be worthwhile considering research before this deadline.

An advantage of rights registration, however - especially if an owner does not live on the spot, enabling him or her to see what is going on - is that a solicitor to a landowner, devel-oper, or house owner, mineral excavation company, wind farm operator, and so forth, where manorial rights might apply, will make a search of the Land Registry as a matter of course. Your name and address, or the address of your solicitor, will be available on the certificate and one of you will receive a letter from a solicitor acting for some one who may need to come to an arrangement on manorial rights with the Lord. This is known as First Registration.

**NB:** not being registered does not affect your ownership of manorial rights, but it is better to be registered as anyone seeking changes of use of land where the Lord of the Manor may be involved will come to you. You do not need to find the developer or other indi-vidual or company if your rights are registered.

You should also note that claims to manorial rights are not retrospective. For example, if you discover that a developer has used a route across the manorial waste or Common, known as a ransom strip, to gain access to a number of houses he has built, and the houses have been built, the Civil Courts of England will not entertain a 'late claim.' The Courts will take what is known as the 'balance of convenience:' ie if you did nothing about a ran-som strip before building, or other activity, took place (regardless of whether you knew about it or not), you are most unlikely succeed in such a claim.

### 1.6: Scottish Baronies

Scottish Baronies are essentially what in England are called 'manors', but are called 'baro-nies'. Indeed, Scottish Dispositions (Conveyances) routinely refer to the 'manor place' in barony documents going back centuries. Some land was still held feudally in Scotland un-til reforming legislation in the Scottish Parliament was enacted and came into force in No-vember 2004. Purchasers should engage a Scottish solicitor (Scotland being a separate le-gal jurisdiction from England and Wales), and a seller will provide what is called an 'Opin-ion' or an 'Advice' from a lawyer or other land historian, who has made such things a spe-ciality, as to the existence of a barony and the seller's entitlement to sell. Its effect is the same as an English Statutory Declaration.

It should also be noted that Scottish baronies were stripped of all interests in land in No-vember 2004. Rights, therefore, in superiorities, reversions, mines, minerals, solum (common and waste) were abolished, and the shell title 'barony' is all that remains. In England, a Lordship stripped of all its rights exists as a 'Lordship in Gross.' There is no comparable term in Scottish Law of which we are aware.

Conveyances in Scotland tend to be called 'Dispositions' and some legal words differ, but one acquires a barony in much the same way as a Lordship in England. It should be noted that Scottish solicitors are very much more expensive in these matters than English or Irish solicitors. It is wise to get a written quotation from a solicitor before committing.

### 2.1: Property: Real and Incorporeal

It is perhaps obvious to state, but for the avoidance of doubt, real property is property ca-pable of physical possession, such as a house, a field, a wood, a painting, furniture, and so forth.

Incorporeal property is incapable of physical possession. As already noted, Lordships of the Manor (and Honours or Baronies) (all from now on in this advice called 'Lordships') are incorporeal property ('incorporeal

hereditaments' - literally property without body). Other forms of incorporeal property, with which readers might be more familiar, are copy-right, patents, intellectual property.

The important aspect of both forms of property ownership is that property belongs to some one come what may. The vast majority of Lordships belong to some individual or to trustees or might be held in a limited company, or a 'corporation sole,' such as the Lord Mayor and Corporation of the City of London, who are Lords of the King's Manor, Southwark, an Oxford College, a hospital charity, as Residuary Estate, and so forth.

Statute and recent Case Law is clear that incorporeal hereditaments (here meaning Lordships) cannot be claimed or prescribed: the Limitations Act (1980) and the Land Registration Act (2002), and Case Law in 2009.

## **2.2: Treasury Solicitor (BV)**

However, one institution can lay claim to Lordships and other property.

It sometimes happens that there are no heirs to all sorts of property, including Lordships, or property is in a dissolved limited company or other defunct body. In cases such as these, this property passes to the British Treasury, in the person of the Treasury Solicitor BV (BV stands for bona vacantia, literally 'good vacancy') when the British Treasury becomes the owner. Since it was not the intention of Parliament to deny property to lost heirs or assigns, who may live at the other side of the world and be hard to locate, the Treasury does not normally seek to make sales of unclaimed property for 50 years, but maintains a friendly protective ownership in case an heir turns up within that period. Thereafter, the Treasury comes to market with the property. Lordships are no different, in this instance, from any other property and periodically Treasury (BV) Lordships come up for sale 'on the instructions of the Crown.'

The conception of the Treasury Solicitor (BV) derives from an ancient word, 'es-heat.' Escheat came into being in English from the French word 'eschete' from the verb 'eschoir' which itself originates from the Latin 'escadere' 'to fall to the lot of So and So.' Some members may find, in their conveyance, that they are said to have the right to escheat within their manor. In fact, the private ownership of escheat was done away with in re-forming legislation many years ago, and transferred to the Crown (ie the British State), which had always enjoyed the right of escheat where there was no heir, or a family had been forfeited and their property escheated. That 'escheat' sometimes appears in conveyances of Lordships today is a legal solecism, usually included because it appears in earlier documents connected with the Lordship, and solicitors, quite rightly, add it to a modern conveyance because 'you never know.' There may be some loophole not yet tested in the Courts, unlikely to succeed as that must be.

**Lordships, therefore, always belong to some one, and cannot legally be 'claimed' by third parties, which is what some websites assert.**

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## Manorial rights

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The essence of a manorial Lordship, other than the title itself, is its relationship to the land which falls within its geographical extent. While today, and in many cases in the past as well, the great majority of land will be freehold, there might be some areas which remain under manorial ownership, as well as a range of historic rights held by the manorial Lord. Before the reform of the manorial system which took effect on 31st December 1925 the manorial Lord had greater authority, included over the land remaining under the jurisdiction of the manor court, together with any rights that could be exercised over it or within the manor more broadly. From 1st January 1926 these rights were generally retained with the title, but the interests in the land were largely abolished (but see below, in the section on manorial waste). The rights may remain as part of the Lordship today, but it is important to appreciate that this will depend on the particular history and circumstances of the manor in question.

When a vendor offers a Lordship for sale, any manorial rights of which they are aware may be included in the particulars. However, in many cases the vendor does not know which specific rights remain, because it is almost a century since they were considered to have had value and were recorded. Furthermore, the vendor may retain all of some of the rights, so that the sale is of the title only. If a purchaser is interested in manorial rights, research must be undertaken to ascertain what, if any, rights remain. This can be a challenging task, though always an interesting one, and it requires expert input. Although in principle there may be potential commercial benefit to the owner in identifying rights we would not recommend that this should be a motive for purchase: any returns are likely to be nominal and indeed exercising the rights may be controversial in the 21st century. Instead, we see it as a means of breathing new life into a manor and protecting its heritage.

The legal basis of manorial rights, and likewise the procedures for the administering the practical business of a manor, were highly complex and very technical. Manorial law evolved piecemeal over a period of six centuries, and often remained operative long after the original rationale for its development had disappeared—as we discuss below, not until the early 1920s was a serious effort made to reform the law. Crucially, although there were common frameworks and general procedures which applied to most manors, how these worked in practice and in detail varied very widely—no two manors were exactly the same, so it is vital to research each case in depth and to avoid making assumptions.

There are three major categories of manorial rights: (a) franchise and administrative rights which had been granted by the Crown to the Lord of the manor, such as the right to have a market or to hold manorial courts; (b) rights relating to the former existence of copyhold land (see below for an explanation), such as the potential ownership of mines and minerals; and (c) rights to any residual areas of non-freehold land in the manor, generally known as manorial waste. As already noted, although the history and administration of manors are broadly similar across England and Wales, each manor has its own individual history, descent, tradition and topography which means that general observations can only serve as a guideline. Each manor must be researched individually, and those general historical characteristics are only a framework.

Some rights may potentially be formally registered if sufficient evidence can be found to satisfy the rigorous requirements of the Land Registry. These include franchise rights, such as the right to hold a market; reservations of mines and minerals under land which is not registered or has not been reregistered since October 2013; in some circumstances, reservations of general manorial rights (for which only a caution can be registered) on former copyhold land; and areas of manorial waste which can be shown to have existed within the bounds of the manor and have not been made freehold or sold off.

Manorial Lords generally held courts, with a jurisdiction relating to the administration and governance of the manor. Manorial courts were absolutely standard in almost all manor until the early 18th century, but thereafter they often became infrequent or occasional, or even ceased to be held at all. There were two main types of court. The court leet dealt with the day-to-day administration of the manor and the regulation of communal interests, such as the management of grazing animals and the scouring or cleaning of drainage



ditches. The court baron dealt with manorial tenancies, the admission of new tenants, and administrative and financial regulations relating to tenanted land. As already noted, by the 19th century manor courts were rarely held or had fallen into disuse. Others, though, still functioned, and there the Lord of the manor or his steward exercised his authority. Eventually, the Law of Property Act 1922 compulsorily abolished feudal or manorial tenancies and with it ended the legal jurisdiction of manorial courts, taking effect on 1st January 1926. Nevertheless, since then a few manorial courts have continued to operate, without legal powers but held as ceremonial community occasions—several still sit on a regular basis.

### **Franchise rights**

Some manorial rights were granted or gifted to the Lord of the manor by the Crown, allowing him to exploit the economic and commercial potential of his land. For instance, if a Lord sought to obtain a grant giving him the right to hold a market, he anticipated that—assuming the venture was a success—he would have a lucrative asset. He could charge tolls, fines and stall-rents, and would have the power to exclude others from holding competing markets in the surrounding area, giving him a local monopoly. Other franchises, such as the right to enclose land or to authorize others to do so, and to keep certain types of game could also be granted by the Crown. The latter was known as the right of Free Warren. These grants and charters can usually be traced using the medieval government records held at The National Archives in London, or from published sources. Changes more recently might well mean that the commercial benefit of such rights has ceased: thus, since the deregulation of markets in the 1990s the original charters no longer guarantee exclusivity—but they remain a key part of the historical character of a manor.

### **Enfranchised copyhold**

Copyhold was an ancient form of land tenure, which goes back to the early medieval period and survived for over eight centuries. It was abolished under the Law of Property Act 1922, effective from 1st January 1926. Land which was defined as copyhold was in practical terms owned by the copyhold tenant, who was given a written copy of the entry from the manorial court roll confirming his right to the tenancy and land (hence the name). This copy document could be used as legal evidence in disputes, or when the tenancy was transferred. A copyholder could sell his land, lease it out to a third party, or bequeath or gift it to whomsoever they wished, so it was theirs to dispose of as they saw fit. Crucially, though, any such change had to be recorded at the next session of the manor court, being written up in the court roll or court book.

This indicates that it was not held as an outright simple freehold property. There were residual duties, fees and customs owed as obligations or encumbrances to the Lord of the manor. Copyholders could, for example, be summoned to appear as jurors at the court leet—where administrative business was dealt with, ranging from the appointment of officials such as the constable to orders to clear ditches—and they admitted to their tenure at the court baron.

Copyholders who wanted to sell their land surrendered their copyhold tenancy to the Lord of the manor, who would then 'present' it to the purchaser, who was the next tenant. Likewise, if a copyhold tenant died his tenancy was surrendered and then his heir would be 'admitted' as the next tenant. On these occasions details of the extent of the copyhold were recorded and the customary rent was noted. In most cases the rent was very small, because it had been fixed in perpetuity centuries before, and could not be altered to allow for inflation of increasing land values. Remaining largely unchanged and unaffected by market forces for centuries, these rents of a few pence or a few shillings often carried on well into the 20th century.

As we have seen, the agricultural and industrial revolutions propelled England into a very different world and the institution of manorial courts, and the associated feudal tenancies, were increasingly viewed as outdated and cumbersome. Court leets were very often abandoned through a combined lack of interest and refusal to comply, while new structures of local government created in the 19th century took over the quasi-judicial role of Lords of the manor. Given the relatively small amount of rent income received by the Lord of the manor the courts, and the ancient copyhold tenure, were a real anachronism.

And another factor had seriously undermined their role: from the late 17th century there had been a steadily

growing practice of enfranchising copyhold—that is, a procedure whereby the tenant, in return for paying a one-off lump sum to the Lord of the manor—was granted freehold ownership over his land, severing the connection between the property and the manor. This process was extremely uneven and spasmodic: in some manors all the copyhold land was enfranchised in one fell swoop whereas in others the manorial Lord steadfastly refused to allow the change. Agitation by copyholders eventually led to legislation granting them the right to seek enfranchisement where the Lord of the manor may have been reluctant or refused to undertake the process. Legislation in 1852 required the Lord to grant enfranchisement if a tenant demanded it, and an Act in 1894 obliged the Lord to offer enfranchisement to all copyhold tenants. It was, therefore, clear that the system was dwindling away, and in 1922 the whole edifice was finally abolished and the link between the manorial title and the land was broken.

The detailed process of enfranchisement was very similar to that of a conveyance. The tenant and the Lord would negotiate an agreement, whereby the tenant consented to pay the Lord a certain sum of money and he in return agreed to sever the link with the manor, releasing the tenant from the feudal relationship. The tenant's fee was in compensation for the Lord's loss of the residual rights, duties and customs which the tenant owed. Very often however, and as in some conveyances, the Lord could reserve to himself (with the tenant's agreement) certain continuing rights and privileges, or rights would be reserved if either the 1852 or 1894 Acts were invoked.

The most widely reserved right was that which gave the Lord the mines and minerals in and under the former copyhold land. In areas such as the northern and western counties of England which had mineral wealth, and where there was a long tradition of the exploitation of mineral resources (which might include not only coal and the ores of iron, copper, lead and tin, but also stone, clay, sand and gravel) such reservations were generally made, so that the manorial Lord retained these valuable assets. They were less common, but by no means unknown, in other areas, such as the southern and eastern counties. There could have been other reservations, such as rights of escheat or easements or sporting rights, but these are much less common. Many of these rights are connected to the manorial title itself, and will be transmitted to new owners unless the vendor or a predecessor has specifically excluded and reserved them. The unreserved rights, if they can be reliably established by documentary research, can potentially be registered as overriding rights on land which is unregistered, or which has not been sold and re-registered since 13th October 2013.

The Land Registry understandably requires very detailed, accurate and certifiable evidence in order to make a registration. Suitable records can be investigated by a competent and qualified researcher. However, remember that not all manors had copyholders and many enfranchisements did not include any reservations. Research can take time and patience, and success is not guaranteed!

### **Manorial waste**

The majority of land in England is freehold, and at some point has been bought and sold, or alternatively it might be registered commonland. However, there are often small parcels of land, such as village greens and roadside verges, which historically belonged to the Lord of the manor as part of the manorial extent, but which have never been sold off or converted into freehold. These areas are known as manorial waste. These, too, can be investigated but nothing can be done unless the legal extent of the manor, and its boundary, is first established—which is often a considerable challenge. For some Lordships there are full maps but these are certainly not common. The boundary can potentially be reconstructed by a skilled researcher using archival evidence. If, however, a Lordship is being sold with manorial waste which is reliably identified, this should be included in the particulars for that manor.

**Stephen Johnson and Alan Crosby**

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# Glossary

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Abbey: Monastery or Nunnery

Ancient Demesne: MANORS held by the King in 1086, the VILLAGERS of which later successfully asserted the right to special protection and privileges.

Arrayer: royal official responsible in later medieval and early modern England for assembling military forces.

Baron: a Lord, especially in the 11th and 12th centuries, a TENANT-IN-CHIEF holding an HONOR or capital manor in return for military service, later a peer called to Parliament by a WRIT OF SUMMONS.

Bastard feudalism: later medieval version of the FEUDAL SYSTEM in which the LORD rewarded his VASSAL with a money payment rather than a grant of land.

Bend: broad diagonal line in HERALDRY

Boldon Book: compiled in 1183 for the Bishop of Durham.

Bordar: SMALLHOLDER, usually holding between five and fifteen acres in a MANOR, but sometimes identical with a COTTAGER.

Borough English: succession by the youngest (son)

Bovate: same as yardland.

Breviate: a 13th-century summary of DOMESDAY BOOK, usually containing only the names of the landholder and his tenant (if any) for each MANOR, and its assessment to the DANGELD in terms of a CARUCATE, HIDE or SULONG.

Byzantine: relating to the Byzantine (earlier the Eastern Roman) Empire ruled from Byzantium (Istanbul).

Cadet Line: junior branch of a family.

Canon Law: law of medieval Catholic Church.

Capital Manor: one held direct of the King with no mesne Lord

Carolingian: relating to the Empire ruled by Charlemagne and his successors.

Carolingian Renaissance: intellectual and cultural

revival of the CAROLINGIAN period.

Carucate: the equivalent of the HIDE, both as a unit of 120 acres for assessing DANGELD in DOMESDAY BOOK and as a real land measure, in the DANELAW; also used elsewhere in ENGLAND in DOMESDAY BOOK as a real measure of land exempt from DANEGELD

Chancery: royal secretariat of late Anglo-Saxon and subsequent medieval kings.

Charter: a formal document witnessing the grant of land or of special privileges by a LORD, especially the King to a VASSAL.

Chausses: legging made of MAIL

Chief point: a location in the upper third of a shield of HERALDRY

Circuit: a group of three to six counties surveyed by one set of COMMISSIONERS in the DOMESDAY INQUEST.

Coats armour, coats of arms: insignia in HERALDRY, relating to a specific family or branch of a family, borne on shields or standards.

Coif: cap or under-helmet made of MAIL

Colibert: West Country: freeman

Commot: A Welsh landholding, a division of a cantrefi (hundred), implying a superiority, but less institutionalised than those Manors or Lordships along the southern coast of Wales which were occupied by the Normans at an early date.

Commendation: the act by which a VASSAL acknowledged the superiority of his LORD in Anglo-Saxon times; the equivalent of FEALTY in Norman times.

Commissioners: groups of BARONS and royal officials sent to survey the CIRCUITS and to check the returns made by manorial officials and the juries of each HUNDRED or WAPENTAKE.

Common Land Act: Act of Parliament, 1965, under which all those with an interest in Common Land, mainly LORDS, should register



Compoti: accounts

Consanguinity: close family relationship forming the "forbidden degrees" within which marriage was forbidden without special permission from the Pope.

Copyhold: a tenure by way of holding land by title of copy of COURT ROLL

Cotise: a narrow diagonal line in HERALDRY.

Cottager: person normally holding a cottage and four acres or less in a MANOR.

Counties of the Empire: provinces of the CAROLINGIAN Empire, usually larger than many English counties.

Court Books, or Rolls: lists of the proceedings at the Manorial Court

Courts: LEET and BARON, CUSTOMARY COURTS: Courts of the Manor presided over by the Steward or Bailiff. The Leet was the determination of minor crimes and civil affairs within the Manor. The Court Baron was the Court of the freeholders of the Manor. Many Courts are still held for traditional purposes today: eg Henley-in-Arden, Heaton, Alcester, Bromsgrove, Langport, Warwick.

Crucks: curved vertical roof-timbers joining at the ridge of a roof.

Curia Regis: Royal Court; the royal household in its capacity as the administrative and especially judicial machinery of Anglo-Norman central government.

Custom, customary: traditional landholdings, rights, and rents on a MANOR which were invariable

Danegeld: a land tax levied on the CARUCATE, HIDE or SULONG, originally to buy off Danish attacks on late Anglo-Saxon England; in Norman times a normal peace-time tax raised almost every year.

Danelaw: East Anglia, the East, North Midland, Yorkshire, Cheshire, and Lancashire: the areas settled by Danes or Norsemen and under Danish law rather than the laws of Wessex or Mercia.

Demesne: the land in a MANOR held by its LORD and worked by his men for his benefit, or held on lease from him: the later "home farm".

Dissolution: Henry VIII's abolition of Roman Catholicism and the taking of Church land into the

Crown.

Domesday Book: strictly speaking, only the EXCHEQUER DOMESDAY OR GREAT DOMESDAY, but this is often termed Volume I, LITTLE DOMESDAY being Volume II; the final product of the DOMESDAY INQUEST.

Domesday inquest: the inquiry started in January 1086, in which England was divided into CIRCUITS surveyed by sets of COMMISSIONERS whose returns, after checking and at least two stages of abbreviation, became the EXCHEQUER DOMESDAY.

Ealdom: A governorship of an Anglo-Saxon area, held by appointment by an Ealdorman; this may be a root of the Norman EARLDOM as may also be derived from Danish Jarl (pron Yarl); not an hereditary office originally, but becoming so in the reign of Edward the Confessor.

Earldom: the territory administered by an earl, normally comprising several counties, often previously an ancient kingdom, eg Mercia, Northumbria or Wessex.

Enfeoffment: a grant of land, forming a FIEF or HONOR according to its size by a LORD to his VASSAL to be held in return for FEUDAL SERVICE.

Engrailed: with an indented edge in HERALDRY.

Entail: system of fixed succession to land which cannot be altered by a will.

Escallop: scallop-shell ornament in HERALDRY.

Escheator: a royal official administering the lands of any TENANT-IN-CHIEF which were in royal custody because he was a minor.

Estreat: an exact copy.

Exchequer: financial accounting department of Anglo-Norman central government from Henry I's reign.

Exchequer Domesday (also GREAT DOMESDAY or DOMESDAY BOOK, Volume I): the final summary of the results of the DOMESDAY INQUEST, compiled at Winchester probably under the direction of Samson, later Bishop of Worcester, probably in 1086-7.

Exemplification: an official copy or extract by royal officials of another document, eg DOMESDAY BOOK.

Fealty: oath of loyalty sworn by a VASSAL to his LORD after the LORD had accepted the VASSAL's HOMAGE.

Feudalization: the process by which the personal links of LORDSHIP became the territorial links of the FEUDAL SYSTEM and TENURE.

Feudal service: duties rendered by a VASSAL to his LORD in return for the land granted by means of ENFEOFFMENT, which could be military (knight service), administrative (serjeanty) or ecclesiastical (frankalmoign or free alms).

Feudal system: the reconstruction by historians of the links between LORD and VASSAL, begun by HOMAGE and FEALTY, followed by ENFEOFFMENT, continued by FEUDAL SERVICE subject to the INCIDENTS of TENURE; expression first coined in C18th

Fief: a MANOR or Manors granted to a VASSAL by his LORD by means of ENFEOFFMENT to be held in return for FEUDAL SERVICE.

Folio: a sheet of parchment, folded in two or four before being sewn into a GATHERING.

Franklin: a freeman or yeoman in later medieval England.

Frankpledge, View of: Assembly of the tenants of the Manor at which they swore to uphold the custom of the Manor

Freeman: before the Norman Conquest, a man who could transfer himself and his land from one LORD to another by

COMMENDATION: after the Norman Conquest, a man holding lands within a MANOR in return for rent and very light services, unlike the VILLAGER who owed regular labour services on the DEMESNE, with access to the protection of the royal courts.

Free warren: charter of sporting rights.

Frenchmen: superior manorial tenants of French origin in DOMESDAY BOOK.

Gathering: a group of FOLIOS sewn together before binding.

Geld: see DANEGELD.

Gonfalon: banner or standard.

Gothic Revival: the period of fashionable building in REVIVAL GOTHIC, mainly in the 19th century.

Great Domesday: see EXCHEQUER DOMESDAY.

Gules: red in HERALDRY.

Halley's Comet: a COMET named after Edmond Halley, d. 1742, who observed it in 1682 and calculated its orbit round the Sun to be approximately every 76 years: illustrated in the Bayeux Tapestry

Hauberk: knee-length tunic made of MAIL.

Heraldry: system of personal identification of knights by means of insignia (COAT ARMOUR, COATS OF ARMS) on shields or standards.

Heriot: due to Lord on death of a tenant - usually his best beast.

Hide: originally a unit, varying between 40 and 1000 acres, thought sufficient to support one family. In DOMESDAY BOOK a fiscal unit on which DANEGELD was levied, and generally assumed to contain 120 acres.

High Justice: power to inflict death.

Homage: act of submission by a new VASSAL to his LORD.

Honor: land, normally comprising MANORs in several counties, held by a BARON or TENANT-IN-CHIEF.

Housecarl: a member of an élite 'Guards' infantry unit serving a King or Earl in Anglo-Saxon England.

Hundred: a unit of fiscal assessment and local government outside the DANELAW, originally containing 100 HIDES, intermediate between the county and the MANOR, roughly equivalent in size to the modern District; cantrefi in Wales

Incidents: the payments and services to be rendered by a VASSAL to his LORD in addition to regular rent and FEUDAL SERVICE: these usually included an inheritance tax (relief) and a death duty (heriot).

Infangenthef: the power of a LORD to inflict capital punishment on his tenants, OUTFANGENTHEF

Keep: central tower of a Norman castle.

Letters patent: royal letters conferring a privilege on an individual or corporate body, sent open with a visible seal.

Lineage: authenticated genealogy or pedigree.

Lion rampant: a lion standing on its hind-quarters with

its front legs in the air; in HERALDRY.

Little Domesday (also DOMESDAY BOOK, Volume II): the final CIRCUIT return for East Anglia (Essex, Norfolk, Suffolk), never summarized for inclusion in the EXCHEQUER DOMESDAY.

Lord: feudal superior of a VASSAL: always a Manorial Lord

Lordship: the mutual loyalty and support joining LORD and VASSAL.

Mail: flexible armour made of interlocking iron rings.

Manor: a landed estate, usually comprising a DEMESNE and lands held by VILLAGERS, BORDARS, or COTTAGERS and sometimes also FREE MEN, FRENCHMEN, RIDING MEN etc, which could vary in size from part of one village to several villages over a wide area; power over men (and women), ranging from civil to criminal jurisdiction; an estate in land giving authority and prestige; a land title giving superiority and gentility

Mesne tenant: a VASSAL of a TENANT-IN-CHIEF.

Minster: originally a monastery but by late Anglo-Saxon times often simply a large and important church.

Missus Dominicus (plural Missi Dominici): a Minster of the CAROLINGIAN Empire.

Nasal: metal nose-piece attached to a helmet.

Open fields: the major divisions, normally two or three, of the cultivated arable area of a medieval village outside the Highland Zone of England and Wales, in which one field each year in succession was left in rotation-fallow, the other one or two being communally ploughed and sown with winter and spring grains.

Or: gold or yellow in HERALDRY.

Outfangenthef: power to inflict capital punishment within the MANOR on non-tenants without recourse to Royal justice

Palisade: fence of pointed stakes firmly fixed in the ground.

Pannage: right to pasture swine.

Pennon: long narrow flag carried on the end of a

spear or lance.

Perambulation: a survey made by walking the boundary of the Manor. Still continued in some Manors

Perpendicular: style of Gothic architecture in vogue from the mid-14th to the 16th century.

Piscaries: fishing rights.

Plain: blank, uncoloured space in HERALDRY.

Plough ( team): a team of six to twelve oxen, yoked in pairs, pulling a plough; in DOMESDAY BOOK usually eight oxen.

Presentment: to introduce into court.

Priory: a monastery or nunnery dependent on an ABBEY or Cathedral.

Proper: natural colours in HERALDRY

Property Act: 1922-5, a series of legislative measures regulating the ownership of land, including MANORS

Quota: the number of knights required to serve a LORD on behalf of a VASSAL, especially to serve the King.

Rape: An area of jurisdiction in Sussex

Reformation: the period 1529-59 in which England first rejected the religious authority of the Pope and then changed from Catholic to Protestant doctrine and beliefs.

Revival Gothic: Gothic architecture as revived from the late 18th century onwards.

Revival Norman: Norman architecture as revived in the 19th century.

Riding men: Anglo-Saxon free tenants rendering escort-duty and messenger-service to their LORD.

Rolls of Arms: records of the COATS OF ARMS borne by different families, especially those made by an authority in HERALDRY.

Sable: black in HERALDRY.

Saracenic: relating to the Arabs of Syria or Palestine.

Satellites: records preserving copies of parts of the

earlier stages of the DOMESDAY INQUEST.

Scutage: a tax levied in place of personal military service by VASSALS - a cash payment

Secular arm: the Royal criminal jurisdiction to which a heretic or other person guilty of a serious offence under CANON LAW was transferred for serious punishment, especially execution.

Sheriff: principal official administering a shire or county in the Anglo-Saxon and medieval periods for the Crown

Smallholder: see BORDAR.

Soc and Sac: similar to the Frenchoyer and terminer, to hear and decide in OE, usually in the Court of the LORD

Sokemen: free tenants subject to the jurisdiction of the MANOR but owing little or no service to its LORD.

Sub-tenants: tenants holding land from a TENANT-IN-CHIEF or a Manorial Lord

Sulong: the Kentish equivalent of the CARUCATE or HIDE, both as a fiscal unit and as a land measure, but usually double the size of the HIDE.

Survey: a written description of the boundaries of a Manor and the fields and properties within the Manor. It is not a map.

Teamland ('land for one plough'): a Norman-French term for the English

Carucate or hide: used as a measure of land area of no fixed acreage.

Tenant-in-chief: a LORD holding his land directly from the King.

Tenure: the conditions upon which land was held under the FEUDAL SYSTEM by a VASSAL from a LORD who was a MESNE TENANT, a TENANT-IN-CHIEF or the King.

Terrier: register of landed estate.

Testamentary causes: cases concerning the probate of wills or the administration of the effects of those who died without making a will.

Thegn: a VASSAL, usually a manorial LORD, holding land by military or administrative services in Anglo-Saxon and early Norman England.

Treasury: the main financial department of late Anglo-Saxon and early Anglo-Norman government, located at Winchester.

Turbary: Manorial right to cut turf.

Valor: valuation

Vassal: a feudal inferior of tenant or a MESNETENANT, of a TENANT-IN-CHIEF or of the King.

Vert: green in HERALDRY.

Villager: the normal peasant farmer of Anglo-Norman England, usually holding between 1 and 3 YARDLANDS from the LORD of a MANOR in 1086.

Wapentake: the equivalent of the HUNDRED in parts of the DANELAW.

Wergild: money-payment in compensation for death, injury or loss, graduated according to the social standing of the victim.

Witan: Anglo-Saxon and early Norman Royal Council.

Writ: royal letter conveying orders and information in a summary form.

Writ of summons: WRIT addressed to a named recipient to attend Parliament; as such, generally held to confer peerage status.

Yardland: a quarter of a HIDE.

Yoke: Kentish and East Anglia - same as plough.

## ABBREVIATIONS

NA: National Archives formerly Public Record Office

BL Cat: Catalogue of the British Library

BExtP: Burke's Extinct Peerage

BLG: Burke's Landed Gentry

Bod: Bodleian Library

BP: Burke's Peerage

BRS: British Record Society

Bull IHR: Bulletin of the Institute of Historical Research

Bull MSGB: Bulletin of the Manorial Society of Great Britain



C: century  
c : circa  
Close R: Letters from the Close Rolls  
CR: Charter Rolls  
d : died  
dau: daughter  
dsp : died without issue  
dvp : died in life of father  
ex : executed  
HA: Historical Association  
infra : below  
k: killed  
kn: knighted  
m : murdered  
NLI: National Library of Ireland  
NRA: National Register of Archives  
PR: Patent Rolls  
PRO: Public Record Office, see NA  
qv : which see  
Rec Com: Record Commission  
Rec Soc: Record Society  
RO: Record Office  
Rot Parl: Rolls of Parliament  
RS: Rolls Series  
SQE: Statute Quia Emptores (1290)  
SR: Statutes of the Realm  
supra : above  
temp: in the time of  
TRHistS: Transactions of the Royal Historical Society  
vide : see

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## The Manorial Society of Great Britain

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The Society was founded in 1906 and included among its committee the Archbishop of Canterbury, the Lord Chancellor, and the Master of the Rolls. It was based in Mitre Court, Temple, London, and in origin sought to locate and to protect manorial records which - with the exception of institutions, such as the Ecclesiastical (now Church) Commissioners, the Crown in its several forms, Oxford and Cambridge colleges - were in private hands.

By 1906, the lands of the majority of Manors had been enfranchised and the need to maintain and keep manorial records (such as court rolls) for estate purposes disappeared. We can judge how many of these must have been left lying around an estate office and almost certainly thrown away from the date gaps in the records of some Manors in this catalogue. Even where copyhold continued into the 20th century, it must have been the case that many medieval and Tudor records, mostly in Latin were discarded as being of no further use.

The 19th century, however, saw the blossoming of county histories, often in multi-volume sets, many editions of which are at the Society today. These were written by highly educated men, often clergymen with leisure. Men, like Blomefield and Lipscomb (1810 and 1850), then Coppinger (1904-11) produced remarkable histories by Hundreds, then the Manors within each Hundred, using records in private ownership. We can only be amazed at their determination and grasp of palaeography and topography, knowledge of genealogy and national history.

Such records are not only of use in understanding the management of landed estates, but are also records of the names of ten-ants, many of whom succeeded one another. It became law to register births, marriages, and deaths in England and Wales in 1538, and this was done by the Church. But what of the many people who were never married - there were far more than the modern mind might expect? What of those generations of ordinary folk who were born before 1538? There may be some kind of record in a gravestone, but these are fewer the longer you go back. But there are, in some cases, medieval and early Tudor Court Rolls, listing tenants which can take a family back to the Middle Ages. The growth of interest in family history has grown enormously in the last 40 years, with television programmes tracing celebrities descended from 'ordinary folk'. In fact, these do not seem to go back beyond the reign of Queen Victoria, and in that sense the impression may be gained that this is far as can be attempted. This is not so in many cases. The Society began to publish list of Manors and their documents from such diverse sources as individuals in Surrey or the Manors of New College, Oxford, producing 16 publications. Unsurprisingly, the Great War disrupted this work, but with peace in 1918 the Prime minister of the day, David Lloyd-George, began to look at the many Acts affecting Manors, copyhold, and real property generally, and it was decided to consolidate them and abolish copyhold in several Property Acts in the 1920s. The important one, so far as records are concerned, was the 1922 Act, subsection (7) of Section 144A(7), which sought to define manorial documents and place them under the protection of the Master of the Rolls. 'Manorial documents', in the meaning of the Act as affected by several Statutory Instruments, have come to be Court Rolls, surveys, maps, terriers, documents and books of every description relating to the boundaries, franchises, wastes, customs, and courts of a Manor, whether in being on 1 January 1926 or obsolete.

County Record Offices were charged with maintaining such documents as these that were donated, and as Manors ceased to enjoy Copyhold income so solicitors, who had often acted as Stewards and kept records at their offices, handed documents over to the local CRO. The British Record Society was formed in 1931 and the publications part of the Society was taken over by this body.

The Society was headed in the late 1920s, until his death in 1945, by Hubert Knocker, a solicitor in Guildford, Surrey, who was Steward to many Manorial Lords in the county, and he was summoning Courts for as late as 1935. The Society has notices of Courts at Otford, for example, which were pinned up on church and other

noticeboards. Mr Beaumont, an East Anglia solicitor, did much the same in his area.

Mr Knocker was succeeded by Hubert Hughes, whose committee gave evidence in 1955 to the Common Land Committee of the House of Commons, which translated into the Commons Registration Act of 1965. He was succeeded by his wife, Constance, on his death in 1967, and she handed over to Robert Smith in 1980.

The Society's public face is its social functions and publications, some of the latter of which are given below. But we regularly receive inquiries from government, local authorities, quangos, solicitors, historians, genealogists, and the general public on some manorial aspect, all of which are answered as fully as we can .

The Society has members who pay a subscription of £70 a year, or £500 for life, and for this they can ask for advice and assistance on manorial matters. They also receive information about social events, the last of which was the Annual Reception at the House of Lords. The annual carol service in December, are held at the Church of Most Holy Redeemer, Exmouth Market, London.

**Visit the website: [www.manorialsociety.co.uk](http://www.manorialsociety.co.uk)**

**Further reading about Lordships of the Manor is available on the Manorial Society website.**





## Manorial Services

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