



# Manorial Services A sale by private treaty

The Lordship of the Manor of  
Worksop, Nottinghamshire  
July 2022

A private treaty sale of

The Lordship of the Manor of

The Manor of Worksop, Nottinghamshire

*With the Historic Right to Perform Service at  
the Coronation and Accompanying Regalia*

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

Manorial Services Limited  
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# The Manor of Worksop, Nottinghamshire

*With the Historic Right to Perform Service at the Coronation and Accompanying Regalia*

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## The Descent of the Title

Worksop lies in the northern part of Nottinghamshire, close to the borders of Yorkshire and Nottinghamshire. It is a busy market town of 40,000 inhabitants.

The name, Worksop, is thought to derive from the Anglo-Saxon *Weorc hop* meaning the 'valley of Weorc'. The latter is a name and is possibly that of a woman named Verca. In Domesday book it is referred to as Werchesope. When it was recorded it was one of the largest villages in the county and was comprised of two manors. After the Norman invasion the whole of the area was given to Roger Busli, or de Bully and Worksop was tenanted by one Roger. As a reward for endeavours in helping conquer England he was granted swathes of land throughout England but especially in Nottinghamshire where he became the largest landholder. As well as the manor of Workshop he possessed the manors of Clifton, Egmanon, Boughton, Eaton, Loudham, Holme Pierrepont, and Thrumpton among a host of others. He had manors in many other counties, including Yorkshire, Derbyshire and Staffordshire as well as Somerset, where he made his home, at Sutton. It is possible that his surname gave rise to the word we associate with intimidation today though there is little record of his nature nor activities which could be used to verify this. The surname itself is obviously Norman in origin since his family were seated at Bully in Normandy and there are a multitude of variations to the spelling; Buslei, Busli, Builli, Buulli, Boulli, Bulli, even Busliaco. It is supposed that Roger was very close to William and the king is recorded as witnessing a charter for the sale of the abbey of the holy Trinity of Rouen by Bully. He was also thought to have been allied with Count e'Du, who was his brother in law. Like most men of his calibre, Bully balanced a military outlook with the need to enhance his prospects in the after life and, together with his wife Muriel, he endowed the monastery he had founded at Blyth with two tithes of the hall at Lowdham. Other than this we know little of Bully, or his tenants who operated the Lordship for him.

It appears that Busli was likely the overlord of Worksop since the manor itself descended with the family of his tenant, Roger. He was succeeded by his nephew, Richard de Lovetot and from him it passed to William de Lovetot, Lord of Hallamshire and the founder of the city of Sheffield. William de Lovetot died in 1181 and his large estate passed to his seven year old daughter, Maud, who was made a ward of Henry II. In 1199 Richard I gave permission for the marriage of Maud to Girard de Furnival, whose father had served him on Crusade. Furnival was a keen supporter of King John, and entertained him at his castle in Sheffield. He was also a fervently religious man, not unusual in the 13th century certainly but he died whilst on a pilgrimage to Jerusalem in 1219. His son, and successor as Lord of Worksop, Thomas, also died in the Holy Land, at the hands of Saracens, his body being brought home by his brother and buried at Worksop. His son Thomas was the first to be summoned to Parliament as a Baron by writ, in 1294. He attended the Parliaments of Edward I, II and III and fought in the Scottish wars of Edward II, being appointed Captain-



Stained Glass Sheffield Cathedral, William de Lovetot  
© Budby



General of Nottinghamshire and Derbyshire. As Lord of the Manor of Worksop, Thomas was granted a charter of market and fair by Edward I in 1296 to be held at the manor. The market was to be held on Wednesday, and the fair on the eve, the day and morrow of the Feast of St. Cuthbert, (the patron saint of the Priory) in March.

On his death in 1332, Thomas Furnival was succeeded by his son, also Thomas (II), but he died not long afterwards. The estate then passed to his step-mother, Elizabeth, who died in 1354 and is buried at Christ's Church, Oxford. Worksop eventually passed to Thomas's son Thomas (III) who was a benefactor of Worksop Priory, the historian Robert White notes;

*Which Thomas, sterne and right hasty man*

*The hasty Fournivall, but he was good founder*

*To the place of Wyrksoppe.*

Thomas died in 1366 and is memorialised in alabaster in Worksop Priory church. Thomas was succeeded briefly by his brother William and after his death in 1383 the estate passed to Thomas' daughter Joan and hence passed to her husband, Thomas Nevill, brother of the 1st Earl of Westmoreland. Nevill was summoned to Parliament by Richard II as Lord Furnival but fell in with the company of Henry Bolingbroke, son of John of Gaunt, Duke of Lancaster. After Bolingbroke became Henry IV, Funival was made Treasurer of England. He died in 1407, aged around 45 and bequeathed his body to Worksop Priory to be buried without great pomp. A part of his alabaster memorial is said to remain in the church, his wife buried with him on his left side.

Once more the Manor of Worksop passed to a female. Maud, the only surviving child of Thomas and Joan inherited his estate and on her marriage to John Talbot, 1st Earl of Shrewsbury, it passed into the possession of this ancient family. Known as the 'English Achilles', John was the fourth son of Richard, Baron Goodrich and one of the most famous of all English warriors. Born in 1387, John's life was one of battle, he fought in Wales as teenager and by 1413 he had



Sir John Talbot, 1st Earl of Shrewsbury

been made Lieutenant of Ireland by Henry V. In 1419 Talbot travelled to France, fighting at the sieges of Melun and Meaux, and later, after warring with his adversary in Ireland, the Earl of Ormonde, he returned to France where he took part in the siege of Orleans. His fame and repute as a warrior was such that Joan of Arc was said to have believed that Talbot led the English forces. He was later captured by the French at Patay where he had fought against overwhelming odds. He remained a prisoner until 1433 when, on his release he joined forces with the Duke of Burgundy. He remained in France and is considered to have done much to keep Normandy in English hands. In 1442 he was created Earl of Shrewsbury and made Constable of France. The next year he finally returned to England and was made, for the third time, Governor of Ireland, as well as receiving the Earldom of Waterford and the Hereditary Lord Stewardship of Ireland. In 1452, as the French threatened Calais, Shrewsbury was sent to France to serve as Lieutenant of Aquitaine, with almost regal powers. After a bloody campaign Shrewsbury made a stand with his English and Gascon troops at Castillon. Despite a brave charge from his men, to cries of 'Talbot, Talbot, St George' the battle was lost and Shrewsbury killed. Despite this loss Shrewsbury remained one of the most famous warriors of his age, on both sides of the channel.

Shrewsbury reserved a particular regard for his manor of Worksop, so much so that he built a house there. It later served as a temporary prison for Mary Queen of Scots in 1568 and was rebuilt in 1580. In 1603 King James stayed there on his procession south to be crowned king of England and held court there on his birthday, 19 June.

His son and heir as Earl of Shrewsbury and Lord of Worksop was his son John who was knighted as a young man in 1426 and married Elizabeth daughter of James Butler, fourth earl of Ormond. In 1445 he was made Chancellor of Ireland, a post he held until 1451. In the political turmoil of the 15th century, Talbot gave only tepid support to the Duke of York and was careful never to offer his full support to any one camp. Instead he attached himself to Queen Margaret in 1456, who was opposed to York and this may explain why he was made Lord Chancellor at that time. When Civil war broke out in 1460 he fought for the king against the Yorkists at the Battle of Northampton on July 10 1460 and was killed in the battle.

Worksop then descended to his son John, the third Earl, who died in 1473 and in turn he was succeeded by his son George, the fourth earl of Shrewsbury. He was a minor at his father's death, and his wardship was granted to Edward IV's favourite, William, Baron Hastings. He fought at the battle of Stoke in 1487 on behalf of Henry VII, after which he was made a knight of the Garter. In 1494 he was present at the creation of Prince Henry as duke of York in '*so well horssed an soo richely ... that it was a tryhumphant sight*'. On the accession of Henry VIII in 1509, Shrewsbury became involved in diplomacy and travelled to Spain as well as being at the king's side at his meeting with the king of France at the Field of Cloth of Gold in 1520. During the revolts of 1536 Shrewsbury personally raised a force of 3,654 of his own men to assist the king in Lincolnshire. When the Northern Catholic rising, known as the Pilgrimage of Grace broke out a few weeks later, Shrewsbury moved swiftly, if somewhat rashly to try to defeat the rebels. Though he failed, he did manage to stall their advance and Henry was grateful for this. Shrewsbury showed little sympathy for Protestantism but was loyal to his king and his influence in the Midlands, especially in Staffordshire, prevented any serious disturbances there. He died in 1538 and was succeeded by his son Francis. He was a supporter of Edward Seymour, Duke of Somerset, who ruled as Protector during the first years of the reign of Edward VI. He was also one of the peers who welcomed the accession of Queen Mary in 1553. When Elizabeth came to the throne in 1558, Francis found it difficult to fully accommodate his Catholicism with the new regime. He died in 1560.

George, the sixth Earl of Shrewsbury, became Lord of Worksop at his father's death. In 1553 he had signed the instrument, settling the Crown on Lady Jane Grey but was later pardoned. During the reign of Elizabeth he was selected for the Order of the Garter and although he dominated local politics he never established himself on the national scene. He is perhaps best

known for his marriage to Elizabeth St Loe, best known as Bess of Hardwick. She had been married three times and was regarded as something of a 'gold-digger'. Despite an early warmth in their relationship, Shrewsbury soon soured towards his wife, describing her as '*my wyked and malysyous wyfe*'. Since he was one of the richest men in England it was assumed that she had one eye on his fortune in order to repair her own. The couple soon separated and there followed a lengthy legal suit to settle their affairs. In the later 1560s, Shrewsbury was made custodian of Mary Queen of Scots and she was delivered to him at his castle at Tutbury as well as at Worksop Manor.

Worksop descended with the Earls of Shrewsbury until the death of Gilbert, the seventh Earl, who died in 1616. The Manor of Worksop passed to Alethea, daughter of the 6th Earl, who was married to Thomas Howard, Earl of Arundel, and so passed into another of the illustrious families of English History. Thomas was the 14th Earl and scion of the family which had been disgraced during the reign of Elizabeth. He acted as a diplomat for James I and entered the Church of England in 1615, an act which would ultimately enable him to enter the House of Lords and become Earl Marshal in 1630. He died in 1646 having spent a vast fortune on supporting the Royal cause during the early years of the Civil War. His son, and successor to the Manor of Worksop, Henry, played less of a role in public life but spent time petitioning for the restoration of the Dukedom of Norfolk. This was duly granted to his son and heir, Thomas, who became the 5th duke in 1652 but died childless. His brother, Henry, became the sixth duke in 1677. Worksop remained in the hands of the Dukes of Norfolk until 1815 when the 12th Duke gifted the Worksop Manor Estate to his son, the Earl of Surrey. By this time the splendid manor house built by the Shrewsbury family had burnt down (in 1761) and been replaced with a Georgian house. In 1838 Surrey sold the whole estate and the Lordship of Worksop to the Duke of Newcastle for £375,000. Sadly the new owner blew up the manor house, having stripped it bare and sold the lead from the roof. He used the money to further develop his estate at Clumber Park a few miles south of the town. The Lordship remained in the hands of the Dukes of Newcastle until 1994 when it was sold by the Trustees of the 7th Duke to the family of the present Vendor.



Thomas Howard, 14th Earl of Arundel



## The Historic Right to Support the Sovereign's Right Hand at the Coronation

This historic right, which is carried with the Lordship of Worksop, actually originated with another manor, that of Farnham (Royal) and Cere, in Buckinghamshire. At the time of Domesday this manor was held by Bertram de Verdun. According to *A Genealogical History of The Dormant, Abeyant, Forfeited and Extinct Peerage of the British Empire* by Sir Bernard Burke (1866 p 547) Verdun held the manor by *grand serjeanty: viz by the service of providing a glove on the day of the king's Coronation for his right hand; and of supporting the monarch's right arm during the ceremony, so long as he bore the royal sceptre.*

On the death of Theobald de Verdon in 1316 *The Calendar of Inquisitions Post Mortem Volume 6, Edward II 1316-1327*) it was found that he was seized of *The manor and hamlet of Sere . . . held of the king in chief by service of finding a glove or his right hand on the day of the king's Coronation for supporting the king's right arm with the said gloved hand whilst the king shall hold his sceptre (regalem virgam)*

According to *Chronicon Angliae 1328-1388* (London 1874) Richard II received a red glove at his Coronation from William de Furnival as Lord of Farnham and this is also recounted in the *Close Rolls* for 1377 - *William Furnival tenant of the manor of Farnham with the hamlet of Cere. Petition to find a glove for the King's right hand, and support the king's right arm so long as he should hold the rod. Claim admitted, the said William first taking the order of knighthood , which he did at Kenyngton on Tuesday before the Coronation. Service performed.*

In 1541 King Henry VIII exchanged with the Earl of Shrewsbury, the property confiscated after the dissolution of Worksop Priory, which, as has been noted, was considerable, for the manor of Farnham and Cere. The King included with this grant the historic right which had descended with the ownership of Farnham Royal and became attached the manor of Worksop. In the grant the land is recorded as *the late manor or priory of Worksop.*

The constitutional historian, J Horace Round notes in *The King's Serjeants & Officers of State: Kings & Sergeants* (1911 Page 376 ) that the 7th Earl of Shrewsbury performed the service at the Coronation of James I by right of being Lord of the Manor of Worksop. Once the manor had passed to the Howard family the Dukes of Norfolk continued to perform service at subsequent Coronations.

At the Coronation of James II *The then Lord Thomas Howard (second son of the late Duke of Norfolk) pursuant to his Claim, as Lord of the Manor of Worksop in Nottinghamshire, presented His Majesty with a Rich Glove , which the KING put on His Right Hand, immediately before He received the Scepter; and His Majesty still sittinBussey & Ridng in His Chair, the Archbishop took the SCEPTER; with the Cross, and put it into the KING'S Right hand, saying - Receive the SCEPTER, the ENSIGN of KINGLY POWER and JUSTICE - Whereupon the Lord Thomas Howard, before mentioned, in further pursuant of his Claim, supported the KING'S right arm, or held the sent Scepter for His Majesty, as occasion required.* (Sandford 1687)

At the Coronation of George III the Marquis of Rockingham, acting as a deputy to the Duke of Norfolk, as Lord of the Manor of Worksop, next presented the king with the right hand glove, who putting it on, received from the Archbishop the Sceptre with the Dove and that surmounted with a Cross (Thomson 1820)

Robert Huish, notes in *An Authentic Description of the Coronation of George IV* (1821 p39) that the claim of the Duke of Norfolk to present the glove was allowed at that event.

At the Coronation of Queen Victoria in 1838, *Then the Duke of Norfolk, who holds a manner by service of presenting the monarch with a right-hand glove on the day of Coronation, handed to Her Majesty a pair of gloves embroidered with his arms, and these being put on the Archbishop delivered the sceptre and cross*

into the Queens right hand saying - "Be so merciful that you be not too remiss; so execute justice that you forget not mercy" (Bussey & Reid, 1879)

On the death of Victoria, Henry, the 8th Duke of Newcastle, asserted his right as Lord of Worksop to perform the service of the glove at the Coronation of Edward VII in 1902. This claim was contested by Henry, 20th Earl of Shrewsbury and Waterford, Earl Talbot, and the counterclaims were referred to the Court of Claims, a court preside over by High Court Judges before every Coronation. Lord Shrewsbury argued that it was his right by blood, claiming descent from the Verduns and not alienation or transfer although none of his predecessors since the 7th Earl had claimed the right. The court found that the Manor had been alienated on numerous occasions in the past, most pertinently the exchange with Henry VIII, and that Lord Shrewsbury's ancestor had passed it to his daughter. The judgement was in favour of the Duke of Newcastle because the Lords of the Manor of Worksop had performed the service on many occasions. The 7th Duke of Newcastle duly performed the office at the subsequent Coronation of George V and Queen Mary.

The following is extracted from the service used at the Coronation of King Edward the seventh and shows where the glove is presented by the Lord of the Manor;

Then the Officer of the Jewel House delivers the King's *Ring* to the Archbishop, in which a Table Jewel is encased; the Archbishop put it on the fourth finger of his Majesty's Right Hand and saith,



5th Duke of Newcastle

**RECEIVE this Ring, the ensign of Kingly Divinity, and of Defence of the Catholic Faith; and as you are this day solemnly invested in the government of this earthly kingdom, so may you be sealed with that Spirit of promise, which is the earnest of an heavenly inheritance, and reign with him who is blessed and only Potentate, to whom the glory forever and ever. Amen.**

Then the Dean of Westminster brings the *Sceptre* with the *Cross* and the *Sceptre* with the *Dove* to the Archbishop.

The *Glove*, presented by the Lord of the Manor of *Worksop*, being put on, the Archbishop delivers the *Sceptre* with the *Dove* into the King's Right Hand.

**RECEIVE the Royal Sceptre, the ensign of Kingly Power and Justice.**

And then he delivers the *Sceptre* with the *Dove* into the King's Left Hand and saith,

**RECEIVE the Rod of Equity and Mercy: and God, from whom all holy desires, all good counsels, and all just works to proceed, direct and assist you in the administration and exercise of all those powers which he has given you. Be so merciful that you be not too remiss; so execute Justice that you forget not Mercy. Punish the wicked, protect and cherish the just, and lead your people in the way where they should go.**

The Lord of the Manor of *Worksop* supports his Majesty's Right Arm.



Henry Pelham-Clinton, 7th Duke of Newcastle



When George VI was crowned in 1937 Henry, Earl of Lincoln performed the service as a deputy to his father, the 8th Duke Of Newcastle. A copy of a letter from the Office of the Earl Marshal to the Earl on 9 April 1937 can be found with this history.

At the Coronation of the present Queen, the 9th Duke of Newcastle was living in the United States and the office was deputed to the Chancellor of the Duchy of Lancaster, Viscount Woolton.

**Intending purchases should note that all claims to service office and the next Coronation must be submitted to the Court of Claims which will be convoked shortly before. Claimants to any of the many Coronation duties - whether a Duke or a commoner and whether served for generations or not - must be approved by the special court. No one can prejudice the court, but it tends to follow precedent.**



Above: Viscount Woolton presenting the Glove to her Majesty The Queen  
Below: Glove presented to the Queen at the coronation in 1953



## Documents associated with this manor in the Public Domain

1636-1636: survey of manor,	Sheffield City Archives
1638-1638: survey of manor and demesnes of the lordship of Worksop	
1639-1641: suit rolls	
1669-1693: pains, with verdicts and other court papers	
1670-1670: survey (3)	
1672-1681: suit roll	
1673-1673: enrolled accounts	
1698-1719: suit roll	
1699-1721: pains, with verdicts and other court papers	
1700-1800: observations on matters taken from court rolls	
1700-1800: extracts from court rolls	
1721-1734: jury lists	
1734-1772: pains, with verdicts and other court papers	
1734-1766: suit books	
1736-1754: court books	
1736-1744: estreat books	
1736-1749: suit rolls	
1750-1750: steward's commonplace book	Arundel Castle
1763-1763: map	Nottinghamshire Archives
1775-1775: map	
1812-1812: perambulation verdict	Nottingham University Library, Department of Manuscripts and Special Collections
1840-1840: valuation of estate	
1895-1919: appointments of stewards	
1901-1901: map of the manor	

There is a map of the manor held at Nottinghamshire Archives.

The details are as follows; MP/WS/13/1-6/

Worksop manor: map showing Worksop town and adjoining areas in Nottinghamshire and Derbyshire



Glove presented to the Queen at the coronation in 1953

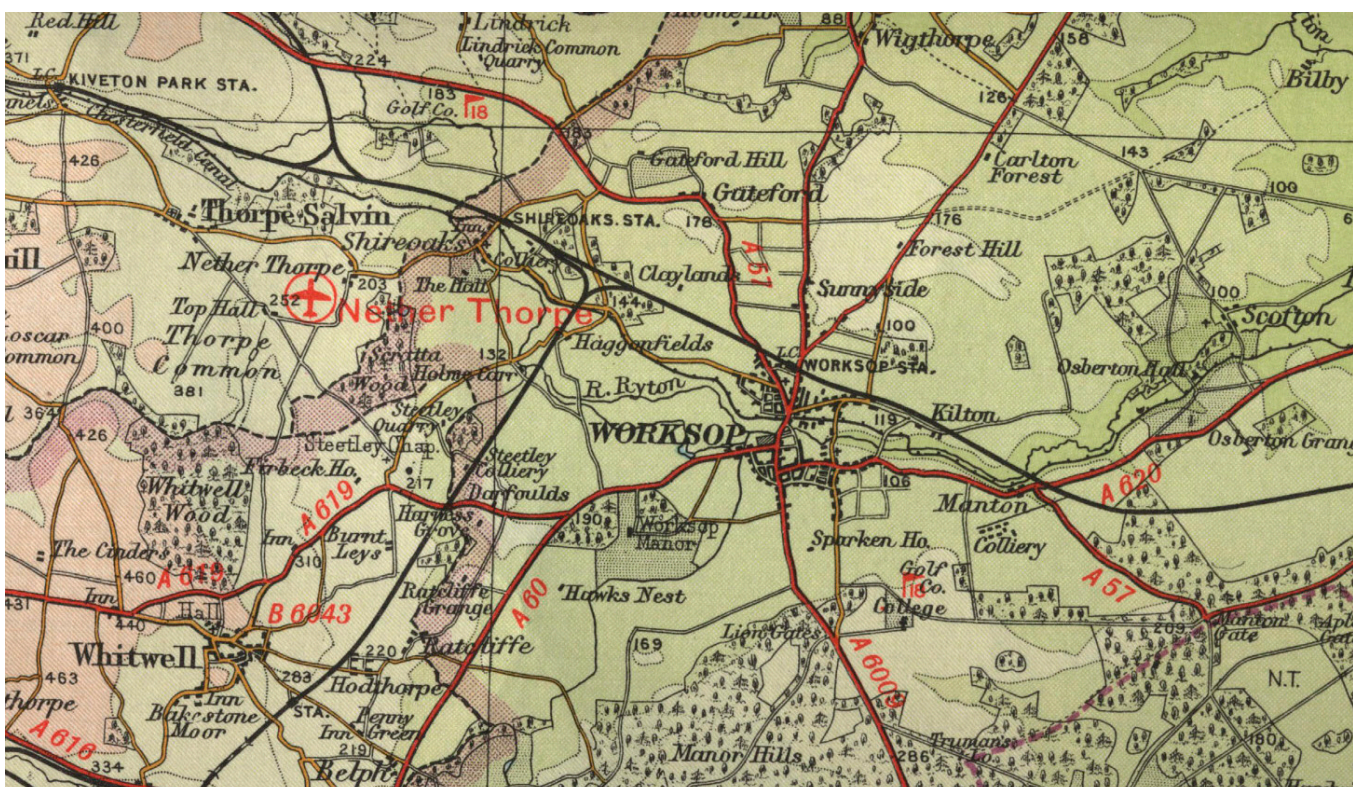


## General maps of the Worksop area.

Worksop Manor, Ordnance Survey map published in 1885



Old map of Worksop





## The Regalia

The purchaser of the manor of Worksop will also receive regalia previously belonging to the Dukes of Newcastle and which was likely used at the Coronation of Edward VII and Queen Alexandra in 1902.

**The Coronation Robes** - made of crimson silk velvet with a cape of ermine and four rows of tails to denote a duke. There is a white fur collar and white fur edging. The robe is lined with white silk.

**The Duke's Undercoat** - made of crimson velvet, lined in white silk and edged with white fur.

**The Ducal Coronet** - made from silver gilt stamped with alternate oval and lozenge shaped jewel motifs. Above the upper band are nine strawberry-leaves to signify a duke. There is a band of white fur and contained within the circlet is a cap of crimson silk velvet.

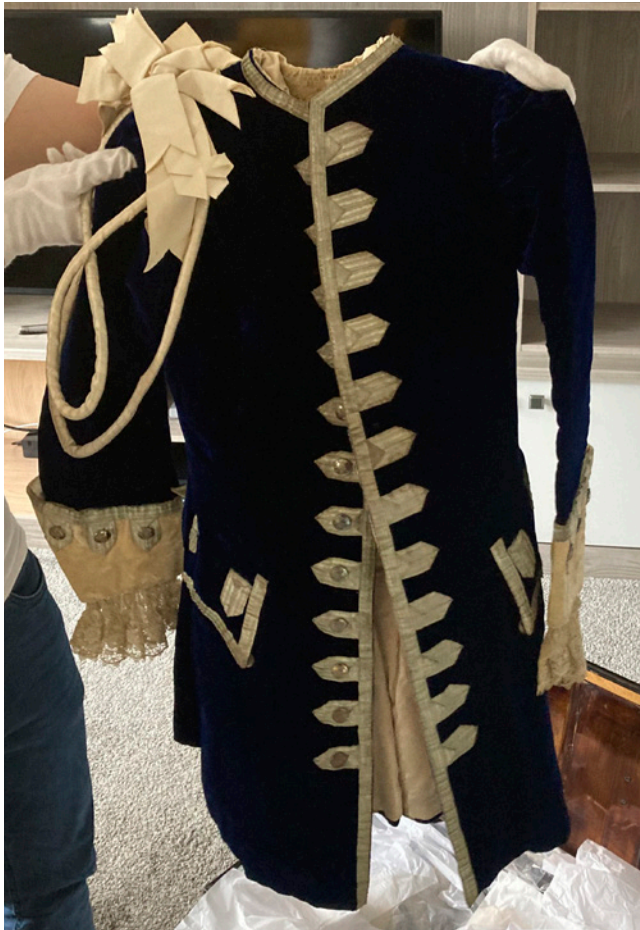
**Blue Velvet Cushion and Page's Costume** - with silk brocade. This was carried by the Duke's Coronation page who's blue costume coat is also included. This is made from blue silk velvet, ivory silk velvet and silver lace. This was worn at the Coronation of George V in 1911. There is an ivory silk satin waistcoat with silver lace; also breeches, stockings and gloves. The page's sword and scabbard are made from engraved steel, with ivory hilt and gilt brass, with a cipher of the king on the blade. There is a tricorn hat of blue silk satin and ostrich feathers.

















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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 exempt, 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 Copping (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

Email: [info@manorialservices.com](mailto:info@manorialservices.com)

[www.manorialservices.com](http://www.manorialservices.com)