



# Manorial Services

## A sale by private treaty

Vol. 7  
November 2023

**A private treaty sale of  
Lordships of the Manor together  
with**

**The Feudal Lordship of  
the Forest of Bowland, Lancashire**

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

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## LIST OF LOTS

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<u>Feudal Lordship</u>	<u>Asking price</u>	<u>Pages</u>
The Lordship of the Forest of Bowland, Lancashire <b>SOLD</b>	<b>POR</b>	<b>p. 5</b>
<u>Lordships of the Manor</u>		
Beauchamps, Suffolk: In association with Strutt and Parker	£ 8,500	p.12
Black Park, Shropshire	£ 8,500	p.15
Brandon, Lincolnshire	£ 8,500	p.17
Donhead, Wiltshire - Under Offer	£ 9,000	p.19
Dunsby, Lincolnshire	£ 8,000	p.22
Farnworth, Lancashire	£ 8,500	p.25
Four Towers, Somerset	£ 8,500	p.27
Normanton, Yorkshire	£ 9,000	p.29
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Horham Thorpe Hall, Suffolk	£ 8,000	p.39
Little Waltham and Powers, Essex	£ 8,000	p.42

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## Feudal Lordship of the Forest of Bowland, Lancashire

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### The Lordship today

**This is a unique opportunity to acquire one of the great ancient feudal lordships of England.**

First recorded in the C11th, the Lordship of Bowland was administered as part of the Duchy of Lancaster up until the late fourteenth century. In 1399, the Duke of Lancaster was crowned Henry IV and became *Lord King of Bowland*.

The Lord King was no mere lord of the manor. He held sway over a Forest and a Liberty of 10 manors spanning 8 townships and 4 parishes (Slaidburn, Newton, West Bradford, Grindleton, Knowlmere, Waddington, Easington, Bashall, Mitton, Withgill /Crook, Leagram, Dunnow/Battersby, Hammerton).

Since 1399, the title has been held by eight dukes, three earls, a baron and sixteen monarchs. The current Lord of the Forest of Bowland is a Scottish nobleman.

Ownership of the Liberty – known formally as the *Lordship of the Manor and Liberty of Slaidburn, West Bradford and Grindleton* - was split from the Forest in 1955. This title is now held by the family of the 2nd Lord Clitheroe.

Lords of the Forest of Bowland bear their own subsidiary title, *Lord of the Fells*. It is a title comparable to the Lordship of Mann held by His Majesty The King and the Lordship of the Isles held by HRH The Duke of Rothesay. This subsidiary title is thought to have become customary during the high medieval period as a description of the Lords' rugged upland demesne. Bowland Fells, more widely known as the Forest of Bowland, is an area of barren gritstone fells, deep valleys and peat moorland, mostly in north-east Lancashire, England. A small part lies in North Yorkshire, and much of the area was historically part of the West Riding of Yorkshire.





The Trough of Bowland, the route to trial for the Pendle Witches

The area has strong associations with the Pendle Witches who in 1612 were transported by bullock cart through Bowland to their trial and execution at Lancaster.

The present Lord of the Forest of Bowland has spent 15 years restoring the dignity of Lordship since his succession to the title in 2008. He retains a number of ancient rights. These include the right to appoint a Chief Steward (known formerly as a Master Forester) and to appoint one or more Bowbearers, a ceremonial attendant who by tradition accompanied the Lord of Bowland during hunting but in later centuries became an officer of the Lord's Forest Courts.

These Forest Courts were held at Whitewell in the ancient courthouse now known as the *Inn at Whitewell* and famed for its gourmet dining. The *swainmote* was held at what is now known as the *Inn* before the verderers of the Forest and dealt with minor infractions of forest law and the *woodmote* passed judgment on more serious transgressions. These courts lasted beyond the rule of the Lord Kings into the first half of the 19th century.

In 2010, Robert Parker of Browsholme Hall was appointed the first Bowbearer of the Forest of Bowland in almost 150 years. Robert is the eighth generation of his family to hold the office since 1660. The current Chief Steward of the Forest is Michael Pugh, a former local government official who lives and works in the Forest. The former Chief Steward was Michael Parkinson, land agent to Sir Simon Towneley and Lord Clitheroe.

The Lord of Bowland's activities in the Forest are supported by officials from Lancashire County Council who administer the Forest of Bowland Area of Outstanding Natural Beauty. The current Lord – known informally as *William Bowland* – has played an active ceremonial role in Forest life, dedicating himself to good causes, including support for the Slaidburn Archive, schools visits, public lectures, official openings, charitable fundraising and sponsorship.

Launched in 2011, the *Lord of Bowland Annual Lecture* takes place in early October each year and has proven hugely popular with local history enthusiasts. In 2015, William Bowland commissioned acclaimed Lakeland composer Christopher Gibbs to produce *The Music of the Forest*, a four-part song cycle celebrating

the history of Bowland, which had its world premiere in the Forest in June 2017. The Lord also hosts the *Perambulation of the Forest*, an annual fundraising charity walk. He is a trustee of Champion Bowland, a charity dedicated to supporting community activities in the Forest which is chaired by his Chief Steward. More information can be found at <https://www.forestofbowland.com/lordship-bowland>.

The purchaser of this title should expect to play an active role in Forest life. The title will also come with a significant archive of material relating to the lordship. Slaidburn Archive also holds its own substantial collection of materials. While the current Lord of Bowland is armigerous, please note that his arms are personal and cannot be transferred.



Browsholme Hall, Forest of Bowland

## A history of the Lordship

It is often presumed that Bowland received its name from the practice of archery which was anciently performed as a custom of the forest. In fact, it is likely to derive from the Old English word *boga* or Old Norse *bogi*, meaning 'a bend in the river'. This describes the basin of the meandering River Hodder which rises at White Hill and flows for approximately 23 miles to Great Mitton on the Ribble, of which it is the largest tributary.

Although less extensive than today's Area of Outstanding Natural Beauty, the Lordship of Bowland once covered an area of almost 300 square miles. It comprised a Forest and a Liberty of ten manors spanning eight townships and four parishes (Slaidburn, Newton, West Bradford, Grindleton, Knowlmere, Waddington, Easington, Bashall, Mitton, Withgill /Crook, Leagram, Dunnaw/ Battersby, Hammerton). It lies in a rough triangle of moorland and valleys between Lancaster, Settle and Clitheroe.

The Forest of Bowland was created by William II sometime after the Domesday survey of 1086 although it is thought to have been based on a pre-Norman upland estate.

It was granted to Roger de Poitou in 1092 but his lordship lasted a brief two years before he fell foul of the King and was stripped of his estates. In the same year, the Honor of Clitheroe was created, absorbing the Lordship of Bowland and was granted to the powerful De Lacy family. Robert was its Lord at the beginning of the 12th century and he was succeeded by his son, Ilbert, who was loyal to King Stephen (1135-1154) during that king's chaotic and violent rule – a period known as the *Anarchy*. He died childless and Bowland then passed to his brother Henry and then to his son Robert, who is thought to have founded



Clitheroe Castle in the 1190s. While Clitheroe Castle remains seat to the Lordship to this day, Robert died childless and his estates eventually passed through his sister, Aubrey to his cousin Roger de Lacy.

This branch of the family were powerful magnates. Roger was Constable of Chester Castle in 1191. He was at first opposed to Prince John whilst Richard I was crusading abroad. Once John became King, Lacy swore loyalty to him and remained a favourite. In the first few years of the 13th century, Lacy was sent to France to help defend England's interests. In 1203, he was famously besieged at Chateau Gaillard by King Philip of France. The siege lasted several months and Lacy was only forced to surrender when he and his garrison were threatened with starvation. He was eventually allowed to return to England on payment of £1000 and King John made Lacy Sheriff of Cumberland and Yorkshire. His presence was required since the North was seething with rebellious intent and Lacy remained loyal to the King, becoming, in the process a close friend. He spent the next few years on almost constant military duty as John was threatened by the Welsh, Scots and French as well as by his English enemies. Lacy was particularly active against the Welsh. His harsh and brutal tactics earned him the name 'Roger of Hell'. He died in 1211.

The Lordship then descended to his eldest son John, who became 1st Earl of Lincoln and from him to his son, Edmund, who did not appear to have assumed this dignity. He died in 1228 and the Lordship then passed down to his son Henry, 3rd Earl of Lincoln. He was one of the great barons of the 13th century and was one of Edward I's most trusted and reliable aides. He served the King in France, where he became Lieutenant of Aquitaine in 1295. On his return to England in 1258, he fought extensively in Scotland. After Edward's death, Henry quickly became disillusioned with the intemperate and ill-advised rule of Edward II. He died in 1311 at the residence in London which still bears his name:

After Henry's death, the vast wealth of the De Lacy estates passed to his only daughter Alice and in turn to her husband, Thomas, Earl of Lancaster. The Lordship of Bowland thus became part of the vast Lancaster estates which, with the accession of Henry, Duke of Lancaster to the throne as Henry IV in 1399, became the property and right of the Crown. At this time, the Lords of Bowland became known as *Lord Kings of Bowland*. This appellation continued until the Lordship, as part of the Honor of Clitheroe, was granted to General George Monck on his creation as the 1st Duke of Albermarle.

Born the second son of a Devon gentleman, George Monck was required to seek employment and chose a military career. He sailed in the English fleet which attacked Cadiz as a sixteen-year old in 1625. In 1627, he was forced to flee England after accidentally killing an under-sheriff, who had arrested his father for





debt. He joined the Royal Navy and was part of the failed attempt to relieve La Rochelle in the following year. Throughout the 1630s, Monck remained a military man, slowly working his way up the ranks and gaining a reputation as a brave and efficient soldier.

By the time of Charles I's campaign against the Scottish Covenanters in 1639, Monck had been raised to the rank of Lieutenant-Colonel. When the Civil War broke out in 1642, Monck was serving under the Earl of Leicester trying to suppress a rebellion in Ireland. Monck urged Leicester not to take an oath to support either Parliament or the King but after an agreement was reached with the rebels in September 1643 the Irish army returned to England to bolster the royal forces. A few weeks later, Monck was captured by Parliamentarians at the siege of Nantwich on January 1644. He spent the next few months as a prisoner in the Tower. He was eventually freed after promising not to fight against Parliament but to help suppress the continuing rebellion in Ireland. In September 1647, he was appointed as Major-General of the Parliamentary forces in eastern Ulster and he remained here after the King's execution in 1649.

In 1650, the Commonwealth launched a war against the Royalist rump in Scotland and its leaders appointed Cromwell to lead it. Cromwell had been impressed with Monck and gave him a command. His subsequent successes in capturing a number of key posts led to his appointment as Governor of Edinburgh in 1651. When Charles II made a dash for England, Cromwell followed and left Monck in charge to mop up any resistance, which he accomplished with remarkable speed. His talents, especially in his use of artillery, were now considered precious by the Commonwealth and Monck was deployed at sea to fight the Dutch in 1652-53.

The General professed to be a soldier, not a politician and that his loyalty was to his men. This served him well after Cromwell abolished the Rump Parliament in April 1653. Monck issued a statement to the effect that he was too busy fighting the Dutch to be able to intervene in the domestic situation. The powers granted to him enabled him to become the virtual dictator north of the border for a time. When



General George Monck, 1<sup>st</sup> Duke of Albemarle

Cromwell died in 1658, Monck immediately offered his support to his successor, Richard Cromwell but felt ill at ease with the new regime and in turn, it looked upon him with some degree of suspicion. At this point, representatives of Charles II began to make overtures towards the General to garner his possible support for a restoration of the monarchy. As the Parliamentary regime collapsed into disarray at the beginning of 1660, Monck marched his army south. He was instructed to protect Parliament but he could see that the tide had turned against the Republic and when he was contacted by representatives of Charles once more Monck assured him of his loyalty. His military control of London ensured that the Throne could be restored peacefully. When Charles landed at Dover in May 1660, Monck was the first to embrace him. Within weeks, his loyalty was rewarded with his elevation to the Dukedom of Albermarle. The lands and estates of the Lordship of Bowland were granted to him as part of the Honor of Clitheroe in 1661.

The Duke remained a loyal officer of the King until his death in 1670 when his title and estates passed to his son Christopher. Christopher, Chancellor of the University of Cambridge, died childless in 1687. Bowland passed, with the rest of his possessions to his wife who survived to the age of 95, dying in 1734. From her, it passed to her second husband, Ralph, 1st Duke of Montagu. He was succeeded by his son, John, 2nd Duke of Montagu who had no sons and passed his estates to his daughters Isabella, wife of Edward Hussey, Earl of Beaulieu and Mary who married George Brudenell, 4th Earl of Cardigan (great-grandfather of Cardigan of the Charge of the Light Brigade fame). In 1801, an inquiry was made into the estate of Edward, Earl of Beaulieu, who had been declared a lunatic.



Her Grace Elizabeth, 3<sup>rd</sup> Duchess of Buccleuch





Towneley Hall, Lancashire

The Lordship consequently passed to Mary's daughter, Lady Elizabeth Montagu, 3rd Duchess of Buccleuch. It then remained in the hands of the Dukes of Buccleuch until the death of the 5th Duke in 1827.

In 1835, Francis, 6th Duke of Buccleuch sold a huge portion of his Lancashire estates to Peregrine Towneley for £99,000, an astonishing amount at the time. The Towneleys were at that time one of Lancashire's most powerful Catholic gentry families whose seat in Burnley is now an important regional museum. This sale included *the Forest of Bowland otherwise Bolland in the Counties of Lancaster and York or one of them with all the rights royalties franchises offices hereditaments and appurtenances thereto belonging . . . included in the Offices of Master Forester and Collector of Rents.*

The Lordship remained in the possession of the Towneley family until 2008 when the present Lord of Bowland succeeded to the title by private treaty.



Forest of Bowland

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## The Lordship of the Manor of Beauchamps, Suffolk

### In association with Strutt and Parker

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Beauchamps is one of two manors found in the village of Oakley. It sits on the southern banks of the river Waveney between Honxe and Scole.

Though the manor is not recorded by name in Domesday Book there are three estates recorded here and it is likely that it descended from that which was held by Robert Malet, who was Lord of the Honor of Eye.

The first mention of the Manor by name occurs in the early 13th century when it is recorded as being vested in Arnold de Charnels. The death of this obscure figure likely occurred during the reign of King John and his son, John was recorded as Lord of the Manor here in 1234. By the reign of Edward I (1272-1307) the manor was held by Goscelin de Lodne. After his death it descended to Alice, his eldest daughter and coheir. The manor of Oakley was left to his fourth daughter, Emma.

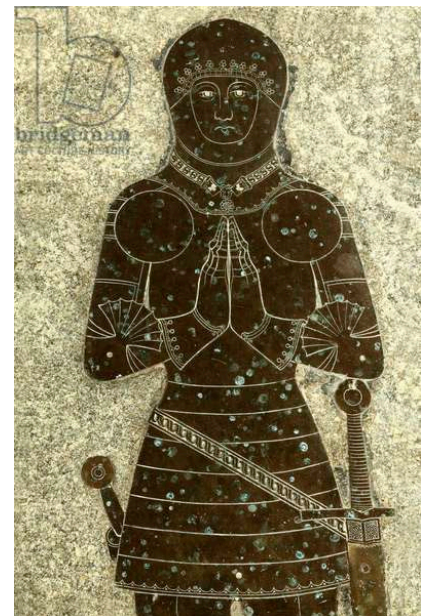
Alice was married to William de Beauchamp, the family from whom the manor then took its name. This family hailed from Drayton Beauchamp in Buckinghamshire and had arrived with the Conqueror in 1066. The Suffolk Beauchamps appear to be a cadet branch and retained the Lordship for several generations. In 1276 Matilda de Beauchamp is recorded as enforcing an action against one of her tenants in the manor, John de Hoo and in 1299 it had passed to John de Beauchamp de Fifelude. In 1319 Beauchamps is noted as being in the possession of Nicholas de Beaufoe but his relationship to the Beauchamps remains unrecorded.

The descent of the Lordship from Beaufoe is uncertain but by the reign of Richard II (1377-1399) it had come into the possession of Sir John Heveningham who granted it to Sir Bartholemew Bacon and his wife Joan. Bacon died in 1392 and left his estate, including the manor of Beauchamps to his sister, Isabel. She was the wife of Sir Oliver Calthorpe of Burnham Thorpe in Norfolk who had been High Sheriff of that county in 1376. Sir William Calthorpe succeeded to the manor in around 1411. He was married to Eleanor Mantley and died in 1420. Beauchamps remained in the Calthorpe family for a number of succeeding generations but in 1519 it was found to be the property of Sir John Cornwallis.

Sir John was succeeded by his son, Thomas Cornwallis who was, famously, Governor of Calais which fell to France during his tenure. Cornwallis later built a Suffolk home at Brome Hall. Some accused him of treachery and one anonymous contemporary coined the phrase;

*Who built Brome Hall? Sir Thomas Cornwallis*

*How did he build it? By selling of Calais*

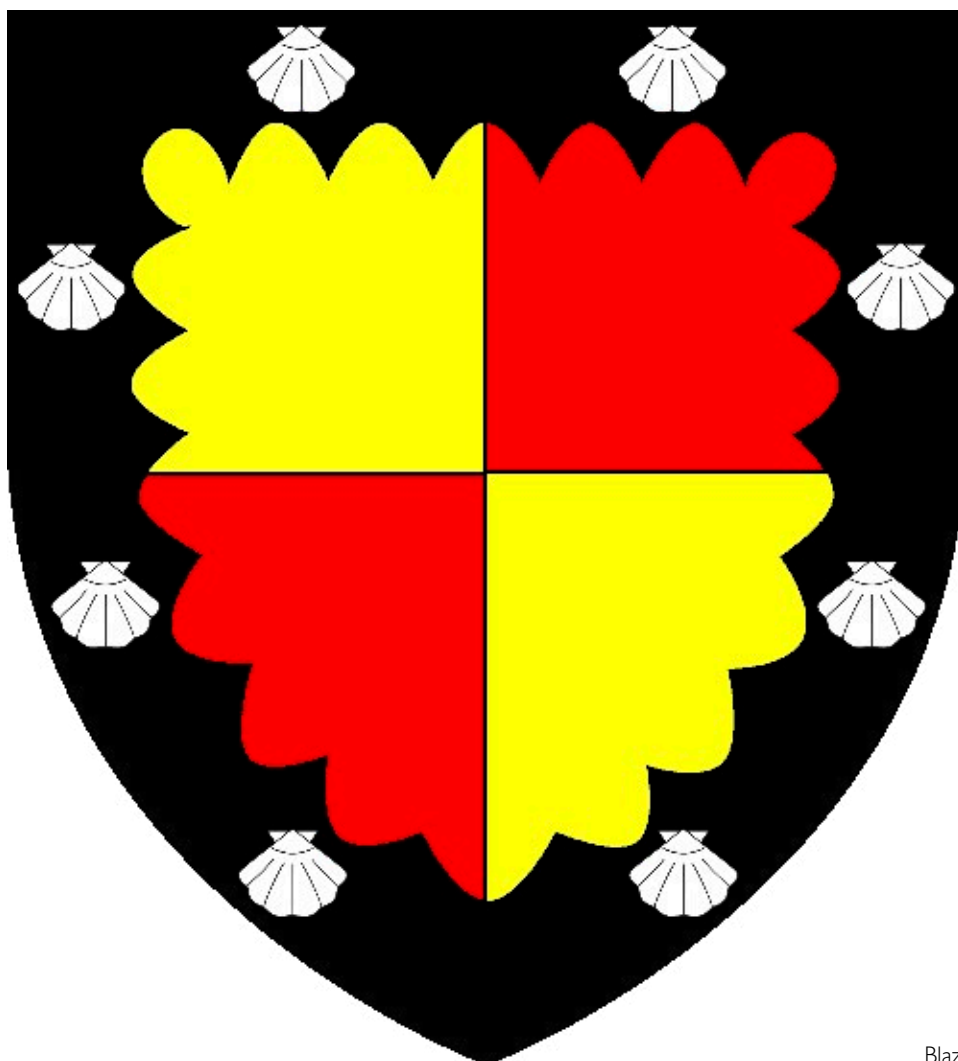


Sir William Calthorpe



On his death in 1604, aged 86, a magnificent marble tomb was erected in his honour at the parish church in Brome, which is still on display. His heir was his eldest son, Sir William, who was a leading member of Robert Devereux, Earl of Essex's colonial expedition to Ireland in 1599. He was knighted for his part in this at Dublin in that same year. On his death Brome Hall passed to his younger son Frederick, who served in the household of Prince Henry, the eldest son of James I and travelled with him to Spain. He was created a baronet in 1627 and knighted in 1630, by which point he had succeeded to the entire Cornwallis estate on the death of his elder brother, William. Being a staunch Royalist, Frederick fought for Charles I during the Civil War and distinguished himself at the Battle of Cropredy in June 1644 where he rescued Lord Wilmot from capture. Unfortunately, after the Parliamentary victory his estate was sequestered and he followed Charles II into exile, only returning with the King in 1660. A year later, as a reward for his loyalty, he was created Lord Cornwallis of Eye but died only a few weeks later.

Beauchamps remained in the possession of the Cornwallis family until 1823 when the estate was sold to Matthias Kerrison of Oakley Park. The manor eventually passed with the Oakley estate to the Maskell family and their descendants in whom it remains.



Blazon of Heveningham

## Documents in the Public Domain Associated with this Lordship

1522-1532: minute book  
1471-1476 Court Roll  
1546-1649: court rolls (3)  
1551-1551: rental  
1555-1558: bailiff's accounts, with other manors  
1556-1600: rentals (non-consecutive)  
1556-1577: account book (non-consecutive)  
1570-1573: minute book  
1575-1600: court extracts, surveys and rentals  
1575-1600: survey  
1597-1672: bailiff's views of accounts (non-consecutive)  
1601-1601: terrier  
1612-1717: court books  
1641-1647: rentals  
1658-1671: rentals  
1740-1793: minute book  
1740-1740: estreats, with other manors  
1748-1763: steward's papers (1 bundle)  
1750-1750: particulars of customs  
1757-1800: rentals (non-consecutive)  
1762-1925: court book (indexed)  
1783-1783: schedule of court records  
1793-1797: accounts of court profits  
1797-1797: court fees book  
1798-1799: surveys<sup>49</sup>  
1823-1832: court fines received  
1835-1835: rental  
1884-1884: rental  
1887-1897: minute book

Norfolk Record Office  
Suffolk Archives - Ipswich



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## The Lordship of the Manor of The Manor of Black Park, Shropshire

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Two miles from the market town of Whitchurch lies the Lordship of the Manor and township of Black Park. This rural estate of over 1,300 acres is noted for being the site of a Medieval castle belonging to the Earl of Shrewsbury. The township contains two small lakes, Osmere and Blakemere. In recent times Black Park has become a division, submanor and township within the Manor and parish of Whitchurch though it was a manor in its own right whilst being a possession of the famous Talbot family.

The manor, sometimes known as Blackmere, after the lake, was the site of a manor house held by the Le Strange family as early as the 11th century. It was on this site that the later castle was built when the manor passed to the Talbot



family in the 14th century. There is some evidence of a moated platform and it is likely that the castle was more of a family home than a military building. The manor passed through the marriage of Ankeret Le Strange to Richard Talbot, in and around 1377.

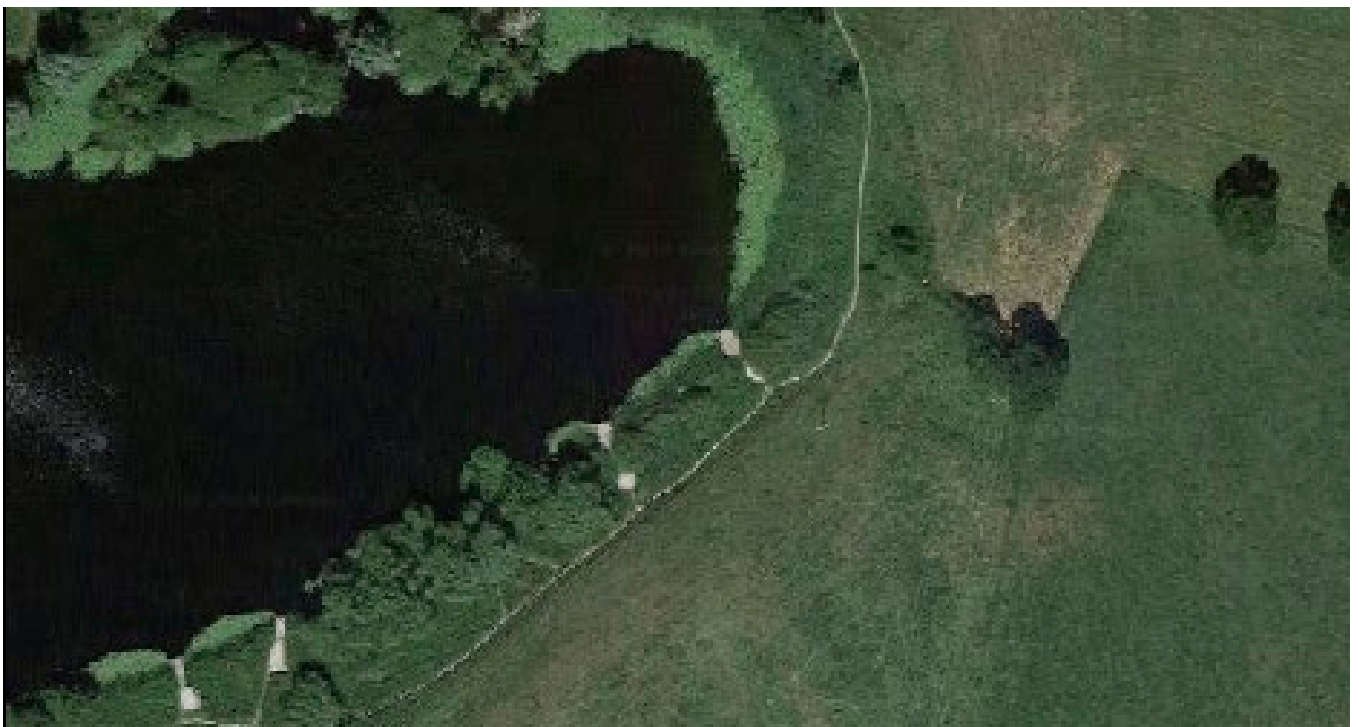
In 1418 Sir Gilbert Talbot died and at his Inquisition Post Mortem, it was found that he had been Lord of Black Park. Further, it notes that *jointly with his wife he held the manors of Black Park and Whitchurch with the advowsons of Whitchurch and Ightfield, by the grant of Roger Thresk, parson of Whitchurch, Edward Sprynghouse and John Camyle, esquire to them and his heirs and assigns., by their charter shown to the jurors and dated Black Park on 23 October 1413. Black Park manor is held go Gerald Isflet, knight, Elizabeth, duchess of Norfolk, Joan Beauchamp, Lady Abergavenny, Roland Lanthale, Knight and his wife Margaret, service unknown, annual value £100.*

Later, Black Park was the seat of Gilbert's grandson, John, first Earl of Shrewsbury, and ancestor of the present Earl. Born at the castle in 1388, Talbot was the 4th Baron Talbot and on his marriage to Joan Funivall, that family's heiress, became the Lord of Bittesby, in 1404. Talbot's life was one of battle; he fought in Wales as teenager and by 1413 he had 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 reputation 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 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.

Black Park was the site of Talbot's castle of which there are no remains. It is now a sub-manor and township of the manor and parish of Whitchurch. The manor was sold in 1590 and the castle soon fell into ruins. The purchaser was Sir Thomas Egerton, a successful and wealthy lawyer, who made his fortune during the reign of Elizabeth. Born in 1540, he was the illegitimate son of Sir Richard Egerton of Ridley in Cheshire and a local unmarried woman, Alice Sparks. Unusually he was acknowledged by his father's family



and he received an excellent education at Oxford, and later took the Bar at Lincoln's Inn. His legal career was remarkable and he was able to take advantage of the more tolerant Tudor attitude to those from 'unfortunate' backgrounds. In 1581 he was appointed Solicitor General. As such, Egerton played a major role in the prosecution of Mary, Queen of Scots and also of Philip Howard, Earl of Arundel, who was accused of treason. In 1592, Egerton was knighted and became Master of the Rolls. On the accession of James I in 1603, Egerton was created Baron Ellesmere and became Lord Chancellor. After his death, his estates, including the manor of Black Park, passed to his son John, who was created Earl of Bridgewater; a title promised to his father, but who had died before receiving it. The fourth Earl, Scroop Egerton was raised to the Dukedom of Bridgewater in 1720 by which time the family were extremely wealthy. They famously used this wealth to pay for the construction of the Bridgewater Canal between Runcorn and Leigh in Cheshire, the first great canal to be built in the 18th century. Black Park remained in the Egerton family until 1829. Under the will of the seventh and final earl (the Dukedom having become extinct) the Manor was left in the hands of his widow, Charlotte, until her death in 1849 when it descended to her great-nephew John Home Cust, Viscount Alford, father of the second Earl Brownlow. The Manor remained in the hands of the Earls Brownlow until the end of the 20th century.





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## The Lordship of the Manor of Brandon, Lincolnshire

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Lying in the district of South Kesteven in the South-East of Lincolnshire is situated the manor of Brandon. It is parcel of the parish of Hough-on-the-Hill and takes its name from the local River Brant which runs nearby. It is situated between the larger villages of Caythorpe and Claypole, a few miles south-east of Newark-on-Trent.

Brandon has two entries in Domesday book and appears to have been divided between two Norman owners. Robert de Vessey is recorded as holding

*In Brandon, seven bovates of land taxable*

*Land for eleven oxen*

*Eight freeman have two ploughs and two oxen.*

Gilbert de Ghent held;

*In Hough and Brandon three carucates of land and three bovates taxable*

*Land for five ploughs*

*Thirteen freemen have six ploughs and meadow, six acres*

*Dering holds the whole of this from Gilbert and has half a plough in Lordship*

*Value 40 Shillings*

It appears that during the Medieval period Brandon was absorbed into the larger manor of Hough-on-the-Hill and became part of its administrative area as a member. It is likely therefore that it shared the descent of Hough for most of this period. In 1164 Hough was granted by Henry II to the Abbey of St Mary de Voto in Cherburg, Normandy, which had been founded by his mother, the Empress Matilda. During the reign of Richard II (1377-1399) the manor was seized from what was now considered an 'alien priory' and re-granted to the Priory of Spittle on the Street for a short while, before being again granted, this time to St Ann's Carthusian Priory in Coventry. During the reign of Henry IV, the estate was once more reunited with the monks of St Mary de Voto. So called 'alien' priories and religious houses were once more suppressed in England during the reign of Henry V, and St Mary's English possessions were granted to the Priory of Mountgrace, in Yorkshire. When this house was dissolved in 1539 its Lincolnshire estates, including Brandon, were granted to John, Lord Russell, Earl of Bedford. Russell was one the most prominent gentleman of his time, being a member of the Privy Chamber of Henry VII in 1507 and then serving his successor, Henry VIII after 1509. He carried out a number of diplomatic and military missions for Henry, losing an eye in active service and being an observer at the great European Battle of Pavia in 1525. Though most of his estates



Brandon Old Hall



John Brownlow, 1st Viscount Tyrconnel

were found in the West of England he did have other estates, and Brandon was granted to him by Henry personally. He was with the King when discussing the prospects of Ann of Cleves. When Henry asked him if he thought *Ann was fair*? Russell diplomatically replied that though she was not to be fair, but of a brown complexion, Henry seemed satisfied.

Later Brandon passed, or was purchased, by the Payne family who remained as Lords of the Manor of Brandon for 200 years and have a number of memorials in the parish church of All Saints. The first Payne of note was Ralph, who came to local prominence during the English Civil War as an early adherent of the Royalist cause. He supported King Charles throughout the war and was recorded as fighting with his son, Charles II at the last desperate bid to defeat Parliament at the Battle of Worcester in 1650. His son Charles was created a Baronet. The family remained as Lords of the Manor until the 18th century, when Sir Richard Cust, 2nd baronet (1680-1734), married Anne Brownlow, sister of Sir John Brownlow, 5th baronet, who was created Viscount Tyrconnel in 1718.

In 1849 John Home Cust, Viscount Alford and father of the second Earl Brownlow inherited the huge estates of the Duke of Bridgewater, a distant relative. The Manor of Brandon remained in the hands of the Earls Brownlow until the end of the 20th century.



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## The Lordship of the Manor of Donhead, Wiltshire

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Many manors can trace their origin to Domesday Book of 1086, but only a few can be positively identified as existing in the Saxon era, and Donhead is one of these. Covering most of the modern parishes of Denhead St Mary and Donhead St Andrew, this lordship is first recorded in 873 when it was granted by King Alfred to Shaftesbury Abbey. Alfred's own daughter, Ayleva, was the abbess and she personally owned the land in Donhead on which the current parish church of St Andrews was built. A Saxon arch remains within the chancel of the church. The grant was an extensive one, of 40 hides *as they stand with their produce and their men*. In 956, King Edwy or Eadwig, confirmed the grant and for the next 650 years this manor belonged to the Abbey. Indeed, across its long history until 1989 (give or take two short interludes) the Lordship had only two owners, the Abbots of Shaftesbury and the Arundell family.



Arms of Sir Thomas Arundell

Donhead was a large, wealthy manor. This is confirmed by its description in Domesday Book. The entry notes that the manor consisted of 40 hides of land, enough for 32 ploughs. There were 32 villans and 25 bordars. The mills alone were worth 66 shillings a year and the lordship was worth £22 annually, making it one of the most valuable in the county. The name Donhead - meaning *the head of waters* - reflects an abundance of springs and there was over 15 acres of water meadow in the manor.

Both these former Saxon grants were confirmed by Henry I at the beginning of the 12th Century and the profits from the manor were directed to be made use of for *the clothing the nuns with the view for securing their prayers for the health of his [the kings] for the health of his soul*. King John renewed the charter in 1205. A survey of the Abbey estate in 1225 notes that there were 131 tenants in the Manor farming both arable and pasture land and there was a large common in the northwest of the manor which appears to have been enclosed by the end of Middle Ages. In 1293 the Abbess of Shaftesbury sought to increase the economic output of the manor by seeking to create a park for hunting and a charter of Free Warren was granted by Edward II in 1293. The manorial court was held by the Abbey's steward at what later became Berry Court House, the centre of the main demesne farm.

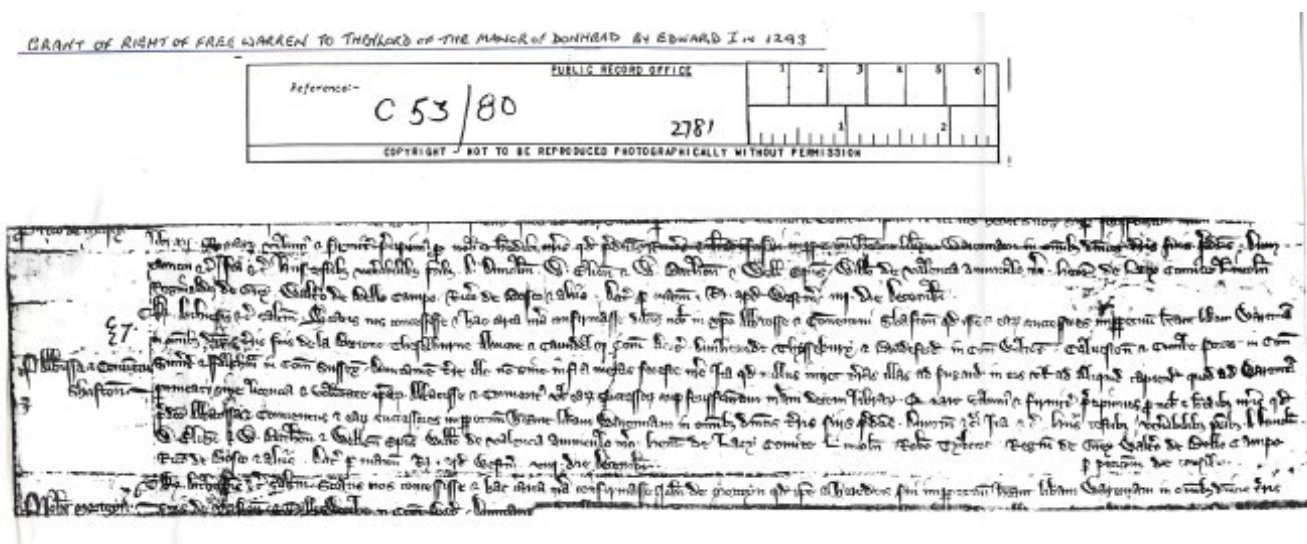
When Shaftesbury Abbey was Dissolved on the orders of Henry VIII in 1538, Donhead was found to be one of its richest manors in Wiltshire and one which had contributed to the houses enormous wealth, much coveted by the King. Its possessions remained with the Crown until the reign of Edward VI when it was sold to Sir Thomas Arundell.

Arundell was a successful courtier who came from a noble background in Cornwall (his grandfather was the Marquess of Dorset). His connections in the West Country earned him a position in the household of Cardinal, Thomas Wolsey and in 1533 he succeeded his father as receiver-general for the Duchy of Cornwall and was created a Knight of the Bath at the coronation of Ann Bolyen. Arundell was one of the Crown's most powerful agents in the West County, acting JP for Cornwall, Dorset and Somerset, as well being in command of coastal defences for the region. By the 1540s he was a wealthy and leading member of the royal court and this enabled him to obtain a large landed estate, including Donhead most of which, as we have seen, originated from the former possession of dissolved religious houses. However, he also made a fruitful marriage to Margaret Howard, sister of Katherine, Henry's fifth wife, and daughter of the powerful and Catholic Howard clan. Unfortunately, what seemed like an ideal match in 1530 seemed less so after Katherine's execution in 1542 and the effective banishment of the Howard family from court. On the accession of Edward VI in 1547, his connection to the Howards prevented him receiving a peerage title



too which he would otherwise have been offered. Furthermore, his own family were staunch defenders of the 'Old Religion' and his political progress was severely retarded, even to the extent of being implicated in a rebellion of 1549 and imprisoned. This ended his court connections and in a desperate bid to recover his position he made a pragmatic alliance with the protector, the Duke of Somerset. However, when Somerset was toppled by the earl of Warwick in 1551, Arundell toppled with him and was charged with plotting to murder Warwick. Though he professed his innocence, which was likely, he was nevertheless convicted of treason and beheaded on Tower Hill on 26 February 1552.

The Manor of Donhead was granted to Sir Thomas Grey after Arundell's execution, but he suffered the same fate after taking part in a rebellion against Queen Mary. The Queen then returned the manor to Arundell's widow and hence to her son, Matthew, who was knighted in 1574. Thomas Arundell was raised to the peerage as Baron Wardour in 1605. The family were fierce defenders of the Royal cause during the Civil War and Lord Arundell was attainted under Cromwell's regime in 1653. Briefly, Donhead was held by the Crown, but on the Restoration in 1660 was returned to the family in whose hands it remained until being sold to a private buyer in 1989.



Grant of right of Free Warren to then Lord of the Manor of Donhead by Edward I in 1293

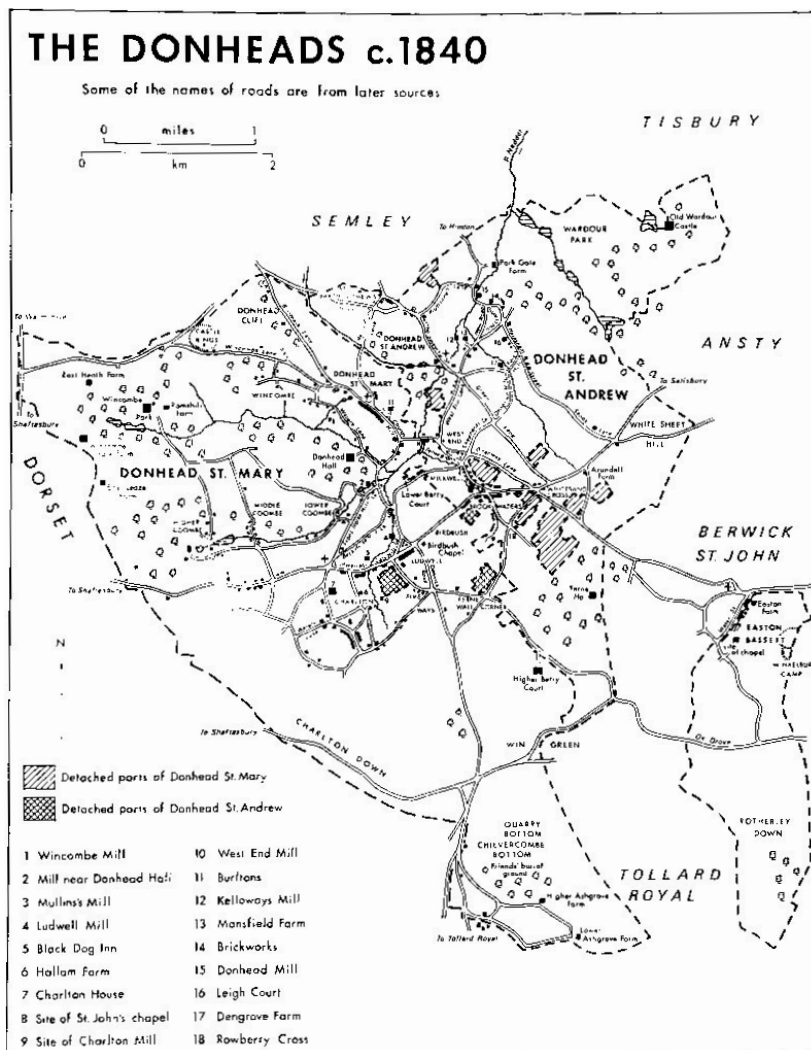


Donhead village



## Documents associated with this manor in the public domain

- 1373-1422: court rolls
- 1411-1412: court roll
- 1420-1421: account roll
- 1447-1533 court rolls (non-consecutive)
- 1449-1697: accounts (non-consecutive)
- 1486-1486: custumal (extracts), with court roll
- 1517-1518: court and account book
- 1528-1533: court rolls
- 1571-1782: court books (non-consecutive)
- 1649-1901: surveys
- 1664-1751: lists of residents
- 1724-1833: stewards' papers
- 1748-1838: rentals
- 1766-1766: accounts
- 1831-1923: court book
- 1857-1863: rent accounts



The Donheads c1840



Seal of Shaftesbury Abbey

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## The Lordship of the Manor of Dunsby or Dunsby Lordship, Lincolnshire

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In the long history of England there are some settlements which have thrived and become large cities and towns; some villages that have existed for a thousand years more or less unchanged in size whereas others once flourished and have gradually declined. The Lordship of Dunsby in the parish of Brauncewell was one such village. In the Medieval period it was in fact a parish in its own right, with a church and manor house. White's Directory of Lincolnshire in 1856 notes that *some traces of the foundations of its church and of a large mansion, may be seen on the spot called Old Dunsby ... The marquis of Bristol is Lord of both manors* (Dunsby and Branswell). During the Medieval period both Dunsby and Brauncewell declined after their fields were enclosed for sheep farming. This was a fairly common fate for many villages in this area of the county which lies a few miles north of Sleaford.



Robert Carr, Earl of Somerset

This manor is sometimes known as Dunsby Lordship, largely to differentiate it from another Lincolnshire manor known simply as Dunsby which was held by Charterhouse College but which lies 20 miles to the south. It is so named on the plan below and on the Manorial Documents Register at the National Archives. Dunsby's earlier importance is highlighted by the fact that it was a Domesday Manor. The owner was Geoffrey Alselin and the entry reads;

*In Dunsby, in Brauncewell, there are 6 carucates of land to the geld  
There is land for 6 ploughs .  
Geoffrey and his Nephew have two ploughs there  
and 13 Sokemen and 1 bordar with a plough  
and 6 acres of meadow*

This was a not inconsiderable estate belonging to the Norman, Alselin, whose descendants held the lordship until the 13th century when it was divided between the Bardolf and the Everingham families and was said to have comprised 1 knight's fee. In 1272 one third of this was in the hands of Robert de Everingham, whilst the remainder was held by William Bardolf. In 1370 the manor of Dunsby was part of an estate which was passed to John Ginwell, Bishop of Lincoln, as part of scheme to provide an income to build a chantry at Lincoln Cathedral. Not long after the Bishop's death it was sold by his executors, John de Warrsop and John de Thorpe of Ripplingale to Robert, Abbot of Newbo and the manor remained in the hands of the Abbey until its Dissolution under Henry VIII. In 1544 the manor was granted to John Bello and John Bales. Later in the century the estate was purchased by Robert Carr of Sleaford.

The Carr or Carre family, flourished in the area around Sleaford and South Lincolnshire gradually acquiring lands such as Dunsby to become one of the wealthiest families in the area. They had originated in Northumberland, near to the Scottish border, and considered themselves as being 'bred from Saxon stock'. The family prospered until the end of the 17th century, serving the Crown in a number of capacities and accruing land. After another local landlord, Baron Hussey of Sleaford, involved himself in the uprising against Henry VIII, known as the Pilgrimage of Grace, the Carrs were able to obtain the latter's estates when they were forfeited to the Crown. This added considerably to their growing wealth. In 1590, John Carr was

recorded as being Lord of 21 manors in Lincolnshire and the principal landowner in 50 parishes. In 1611 Edward Carr was created a baronet.

Dunsby is included in a codified ledger made of the Carr estates in 1637 alongside their other manors of New Sleaford, Old Sleaford, Quarrington, Spalding Hall, Kirkby le Thorpe, Asgarby, Holdingham, Whitehall, Anwick, Anwarby, Brauncewell, Barrowpies, Little Hale, South Rauceby and Whaplode.

Rochester Carre was named after his godfather, Sir Robert Carre, Viscount Rochester, and Earl of Somerset, who was mentioned in the memoirs of Oliver Cromwell, Lord Protector, between 1653 and 1658. The Carres split between Royalists for King Charles I and Parliamentarians. One son, Robert, took control of Asgarby Hall forcibly and was put out by the Cromwells after complaints to the High Sheriff, who sent troops under two colonels to achieve this. At his Restoration in 1660, Charles II granted the property to Robert Carre who had been knighted. Sir Robert settled it on his mother who began improvements to the estate at Asgarby.

The last of the male line was Sir Robert Carr and his daughter and heiress Isabella married the 1st Earl of Bristol, in 1688. The Carr estate thus passed to the Hervey family in whom it remains today. The Herveys are an ancient family. The name is of Frankish origin and derives from 'warrior of the host' and the first of the family in England are thought to have arrived with the Conqueror. The present Marquess of Bristol can trace his lineage directly to John Hervey who was born in around 1290. The family achieved national status during the reign of Henry VIII, when Sir Nicholas Hervey was appointed as ambassador to the Holy Roman Emperor Charles V. John Hervey, the 1st Earl, and Lord of Dunsby served as MP for Bury St Edmunds and was raised to the rank of earl in 1714. His grandson, George, the 2nd Earl, served as Lord Lieutenant of Ireland in 1766. Frederick, the 4th earl, was Bishop of Cloyne and later Bishop of Derry but is famed for his great love of travel and there are hotel Bristols, named in his honour in Paris and Vienna. He was described by Sir Jonah Barrington as *a man of elegant erudition, extensive learning, and enlightened and classical, but eccentric mind: bold, ardent, and versatile; he dazzled the vulgar by ostentatious state, and worked upon the gentry by ease and condescension*. It is likely that it was this earl who inspired Voltaire to comment; *When God created the human race, he made men, women and Herveys*.

In 1826 the 5th earl was created the first Marquess of Bristol. The present Lord of the Manor of Dunsby is the 8th Marquess of Bristol.





A selection of Documents associated with the Manor in the Public Domain.

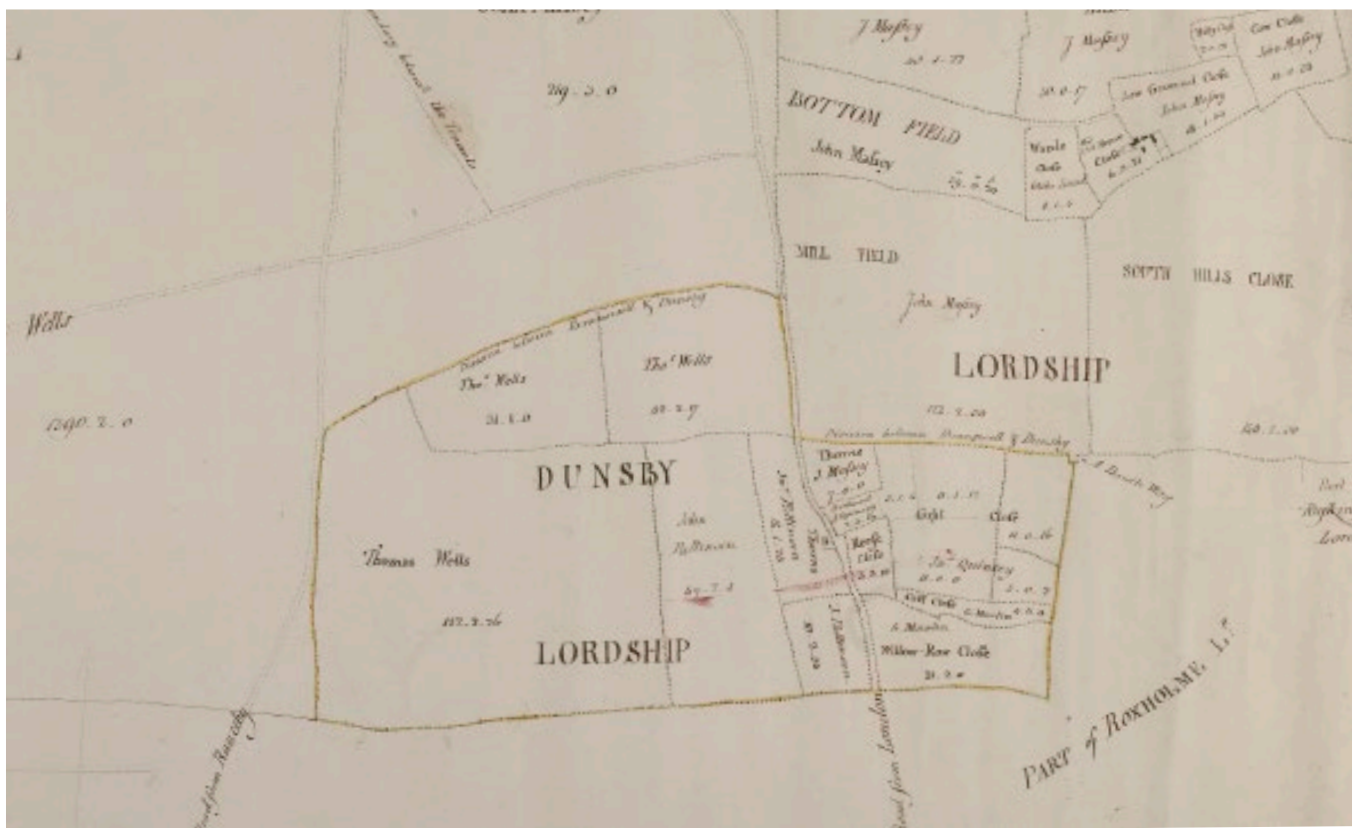
1569 Rental

Nottingham University Library

1619 Survey

Suffolk Record Office, Bury St Edmunds

1842 Survey



Dunsby plan



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# The Lordship of the Manor of Farnworth, Lancashire

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Until the 19th century Farnworth was a small moorland village, but with the growth of nearby Manchester during the industrial revolution it rapidly became a large urban settlement sandwiched between its sprawling neighbour to the south and the town of Bolton, a few miles to the North. Anciently, Farnworth, which means 'settlement among the ferns' seems to have formed part of the Lordship of Barton, a manor within the Barony of Manchester; but by the 13th century it had become a manor in its own right. The early holders of the estate are obscure and the first named Lords of Farnworth appears to have been Robert de Redford and Richard the 'chief of Farnworth'.

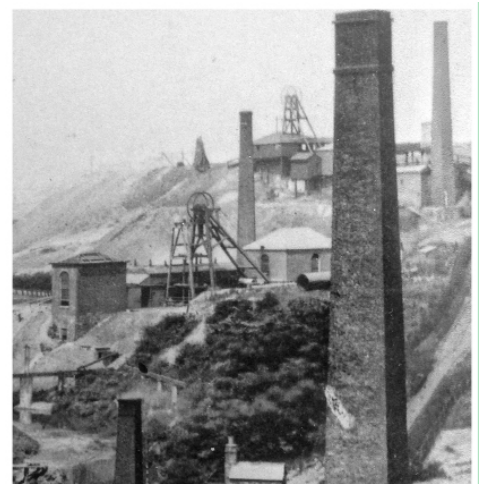


Francis Egerton, 1st Earl of Ellesmere  
by Edwin Longsdon Long

In 1320 the Lordship was held jointly by Adam de Lever of Great Lever, Henry de Hulton and Richard de Redford but what had been a whole estate seems now to have been divided between these three soon afterwards. The principal share, or moiety, descended with the Hulton family who hailed from the nearby village of the same name. A cadet branch of the family, founded by John de Hulton, came to live in Farnworth during the late 13th century and he was succeeded by his son Henry who is recorded in a number of charters and grants from the time. Henry was succeeded by his son John, who is noted as having received a grant of Harpurhey in Manchester from John de le Warre in 1327 and a few months later came into the possession of Oakeney in Horwich.

After John's death, Farnworth descended to his eldest son, William, who is noted later in the 14th century as settling on his heirs a number of Lordships and estates in Farnworth, Rumworth, Lostock, Kearsley, Irlam, Barton, Breighmet, Syndale, Westhoughton, Middleton, Great Lever, Bolton, and Lower Hulton as well as several estates in Manchester. He died in 1392 and this impressive estate came to his eldest son, John, who had made a good marriage to Elizabeth, the daughter of Sir William de Atherton. John died in December 1422 leaving 'certain lands in Barton called Farnworth of the Lord of Manchester' to his son James. He in turn was succeeded by his son James and his grandson, William, who appears as an accessory in a case of murder in 1445. A kinsman of his, Randle Hulton was accused of the fatal shooting of Richard Whitehead, and both William and his brother John were accused of helping him. In the event all three men were acquitted.

Farnworth then passed to William's son, John who left an only daughter, Alice. She married a cousin, Adam Hulton of Over Hulton. The Lordship though had been entailed and passed to Alice's uncles, Richard, Christopher and James. Richard was an 'idiot' and James too young, so the profits of the Lordship came to Christopher. Eventually Farnworth descended to William, the son of James Hulton, but a great deal of rancour had been aroused in the Hulton family over what Alice Hulton should have received. In a bid to end the disputes in 1521, William Hulton released land to her descendants. When William died, in 1556, his direct heir was his infant grandson, William, however, Farnworth passed instead to the descendants of the elder William's brother, John. This caused yet more legal wrangles, with William's widow, Christian claiming a part of Farnworth Hall.



Farnworth collieries

John Hulton left Farnworth to his son Alan, from whom it passed to his son John and then to his nephew, Alan Hulton. This Alan had a number of sons and the Lordship passed down to the second son George. In 1598 George made complaints that 'certain persons were intruding on his lands in Farnworth and Kearsley and digging coal pits there.' He died in 1610 and was found to be holding the 'manor of Farnworth, with the capital messuage and various lands there of Sir Nicholas Mosley,' Mosley was Baron of Manchester and Hulton was paying 4s 6d to his 'overlord'. Within a few weeks of their fathers' death, George's children had sold Farnworth to their kinsman Adam Hulton of Over Hulton. In 1660, Adam's son and heir, William, contested the election for the borough of Clitheroe and sat in Parliament from July to December of that year.

In 1738 the Lordship of Farnworth appears as the possession of William Hulton and his son, also William claimed the waste of the manor, having 'frequently exercised the right of driving the commoners and hath gotten coal under Halshaw moor.' At some time after this the Lordship became the property of the Earls of Ellesmere. In 1963 this family succeeded to the Dukedom of Sutherland and in 1988 the Lordship of Farnworth was sold to a private purchaser.



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## The Lordship of the Manor of Four Towers, Somerset

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This unusual manor is centred on what was an extraparochial area found within what was once Selwood Forest. It was an area measuring roughly 1 kilometre by 1.5 kilometres between the parishes of Brewham, Charlton Musgrave and Shepton Montague. Selwood was an ancient forest, thought to be a boundary between Wessex and the kingdom of Dumnonia to the west. Unlike the later forests of the Normans, which were areas reserved for hunting, Selwood was a forest of trees and as such was an ancient landscape.

The early history of the Manor is obscure but it is thought to have belonged to the owners of the Manor or Barony of Castle Cary. At the time of Domesday Book in 1086 the estate was held by



Robert Willoughby

Walter of Douai and was succeeded at his death by Ralph Lovel. It was likely Ralph's son, also Ralph, who held Castle Cary against the forces of King Stephen during the period known as The Anarchy, in 1138. The family retained the estate, which then included Four Towers, until the early 14th century when Alice Lovel, the last heiress, married William, Lord Zouche.

The Zouche family supported the House of York during the War of the Roses and John, Lord Zouche, who had been born in 1459 was a fervent and loyal servant of Richard III. During this troubled king's brief reign, Zouche was raised to prominence as he sought to expand the influence of Richard to the West of England. Unfortunately his career came to shattering halt at the Battle of Bosworth in 1485 where he fought on Richard's side but was captured by the victorious army of Henry Tudor. A few weeks after the battle, whilst still a prisoner of the new regime, Zouche was attainted at Henry VII's first Parliament and Castle Cary, including the Four Towers estate was granted to Robert Willoughby. With the accession of Richard III in 1483, Willoughby had involved himself in the abortive revolt led by the Duke of Buckingham. After its failure he was forced to flee to France where he joined the retinue of Henry. Willoughby's estates in England were seized by Richard but this proved to be a temporary setback for Robert. In August 1485 he landed with Tudor at Milford Haven and followed his rapid progress east. Two weeks later Henry's army met and defeated Richard at the Battle of Bosworth. Willoughby fought in the battle and was to be rewarded for his loyalty to the new king, Henry VII. He was made a knight of the body and was admitted to the king's council in 1486. A number of offices and positions were awarded to him culminating in his being admitted to the Order of the Garter in 1489 and elevated to the nobility as Baron Willoughby de Broke. In the meantime, as well as recovering his estates he was granted further lands in Somerset and Cornwall including Castle Cary and its manors, one of which was Four Towers. However he was not one of the king's most prominent supporters which perhaps explains why he was not offered a higher peerage and given only relatively minor administrative tasks in the Southwest. He spent much of the 1490s as a largely ineffective naval commander. He died in 1502 and was succeeded by his son Robert.



Etterick's coffin at Wimbourne Minster



After Robert's death in 1521 his estates were inherited by his three young granddaughters. In turn their mother, Dorothy married William Bount, 4th Lord Mountjoy who siezed the estate. However a legal suit ensued and Castle Cary was eventually settled on Dorothy for life with a remainder to the Duke of Somerset. It remained with his descendants until 1675 when the last Duke of Somerset, William passed it to the last of the family, John Seymour. He died without heirs in 1675 and it then passed to Thomas Bruce, Earl of Ailesbury, though his marriage to Elizabeth, sister of John Seymour.

In 1684 Bruce sold Four Towers, also by then known as the Liberty of Estrup, to Anthony Ettrick and William Player. The former was a barrister from Gillingham, in Dorset and sat as a Member of Parliament for Christchurch in 1685. He is best remembered for his part in the doomed rebellion led by the young Duke of Monmouth against the Catholic James II. Monmouth was routed at the Battle of Sedgemoor and fled south to Poole. He was captured near Ringwood and brought before the nearest available magistrate, Ettrick, at his home at Holt Lodge in Wimbourne where he signed the order for Monmouth's committal. Though he had little choice in the action this made him extremely unpopular in the district, where James II's reputation was poor at best. It made Ettrick angry and he vowed never to be buried at Wimbourne Minster, *neither in nor outside the church, and neither above nor below ground*. Instead an opening was carved into the wall of the church at the level of the pavement and in 1691, when he thought his death was imminent, he placed a black marble coffin inside the space on which the date was cut. However, Ettrick did not die in 1693 but lived another 10 years and his strange tomb became something of a tourist attraction. The coffin and its erroneous date can still be seen today.

By his death in 1703, Ettrick had purchased the whole of the Four Towers estate and it passed to his son William, who died in 1716. His daughter Rachael became its Lord and she held it until 1739 when she sold it to Stephen Fox. At this time it was as known as Old Lodge but there was seemingly no house left on the site by this time. Within a few years, Fox had sold the manor to the Earl of Ilchester who erected the four towers as hunting lodges in the mid-1750s. The manor of Four Towers, as it was then referred, remained with the Earls of Ilchester and their descendants until the end of the 20th century where is referred to in their estate documents as such. In the 19th Century, the remaining towers were said to be the home of the Ilchesters' gamekeeper.





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## The Lordship of the The Manor of Normanton, Yorkshire

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The small town of Normanton lies a few miles north of Wakefield. Its boundary includes the River Calder. It was a small rural settlement until the 19th century when several railways lines passed through, opening up trade. Normanton became one of the important rail hubs in Britain and for a time, its quarter of a mile platform was the longest anywhere in the world. The station was Normanton's biggest employer, boosting 700 staff who handled almost a million passengers a year, including Queen Victoria, who spent a night at the station hotel. Later, the town became a centre of the mining industry.

The manor of Normanton is noted in Domesday Book of 1086, the entry reading;

*In Normantune there are 10 carucates for geld, which 5 plows can plough. 2 thegns had 2 manors there in Edward's time. Now, in the King's hand there are 6 villeins there, and 3 bordars, a priest and a church, with 3 ploughs, 3 acres of meadow. Pasturable wood 6 furlongs in length and 1 in breadth. The whole of this land lies in the soc of Wachefelt, except the Church. In Edwards's time it was worth 12s: now 10s.*

The Norman settlement was surrounded by a moat and there is evidence that it was a fortified stronghold, which gave rise to its name - meaning *Norman's Town*. Since the manor was held by King William himself, it seems extremely likely that Normanton was a centre of The Conqueror's power in the area, from which he subdued and cowed the local population after 1066 in an episode known as the Harrying of the North. It is interesting then to note that one of the earliest recorded Lords of Normanton after the Conquest was one Hugh de Morkar, a Saxon. His daughter, Lutetia, married the Norman, Walter Pactavensis of Pictou, which may explain why he seems to have been able to hold the manor. He is recorded as gifting a parcel of the town to Walter Paytfyn, Lord of Headingley in the latter years of the 11th century. Further evidence on Morkar is lacking but it seems as though the manor remained in the family for several generations. Some sources imply the Manor passed down the Russell family but the recorded descent is extremely obscure.

A publication of The Thoresby Society notes that Roger Paytfyn became Lord of the Manor during the 13th century after he inherited the title through his marriage to Emma, the daughter and heir of William Russell. It is perhaps during this century that Normanton was drawn into the orbit of the huge manor of Wakefield, which it bounded. Certainly by the end of the 13th century its administration had been absorbed into that of its huge neighbour. The Manor of Wakefield operated like a barony, with a large number of members, or sub-members, within it, as well as numerous villages and hamlets. Normanton retained some degree of separation well after the 13th century but how it became absorbed is not completely clear. It is likely that the Lords of Wakefield were the overlords of the smaller manor and then subsumed Normanton as a member of that 'baronial' lordship. There are separate rental accounts for Normanton dating from 1428 and 1429.



Normanton Station 1844

The history of the Lords of the Manor of Wakefield is far too long for this short history of Normanton but after the two became closely associated in the 13th century they essentially follow the same descent. Granted to the Warren family, later Earls of Surrey, by William after 1066 it remained in this family for over 200 years. The 7th Earl of Surrey, John de Warren, granted Wakefield and Normanton to Edward II in 1316. John had no heirs and sought a regrant of the estate to his illegitimate son John de Warren, son of Maud de Nerford. During the reign of Edward III the entire estate, including Normanton passed to the Crown on the basis of the 1316 grant and remained in its possession until the reign of Charles I when it was granted to Henry, Earl of Holland. In 1663 it was purchased by Sir Christopher Clapham. In 1700 his heirs sold it to the Duke of Leeds.

In 1804, Parliament passed an Inclosure Act for Normanton Common, and this Act notes that the Duke of Leeds was Lord of Normanton and entitled to compensation for loss of manorial rights. This was the 6th Duke who left his property to his son-in-law, Sackville Walter Lane-Fox. After the death of Amelia Lane-Fox, in 1926, Normanton became the property of her husband, Charles Anderson-Pelham 4th Earl of Yarborough. In 1948 it was inherited by the 5th Earl's daughter, Lady Fauconberg from whom it passed to the present owner.

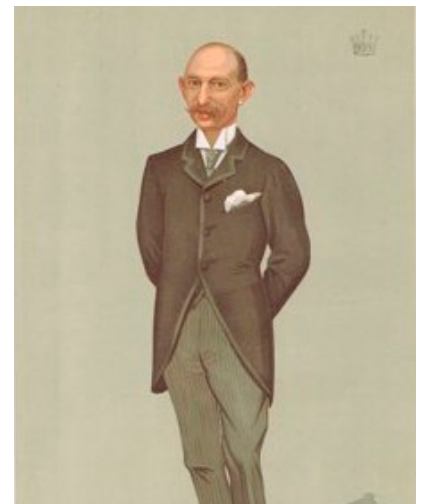
## A selection of Documents associated with the Manor in the Public Domain.

1428-1429: accounts, with Wakefield

Notts University Library

1800- 1850: map

West Yorkshire Archives, Wakefield



4th Earl of Yarborough



Entrance\_to\_Normanton\_High\_Street

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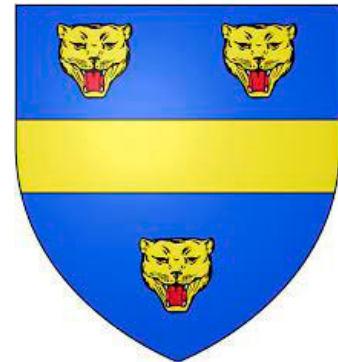
# The Lordship of the Manor of Stradbroke with Stubcroft, Suffolk

## In association with Strutt and Parker

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Lying midway between Norwich and Ipswich, the village of Stradbroke is an important centre of the local Suffolk area; being home to a number of important local facilities. It takes its name from the Saxon for *a brook next to a Roman road* though the road is hard to discern today. It is an extremely attractive place, centred on the parish church of St Peters.

Stradbroke is first mentioned in Domesday Book, where it is recorded as a single manor under the overlordship of Robert Male. During the early part of the 12th century, the manor was enfeoffed, or granted, to the Rufus family by the Earl of Mortain,



De La Pole Arms

who later became King Stephen. Ernald Rufus is the first recorded Lord of Stradbroke which was counted as part of the Honour of Eye. This grant was confirmed on Ernald in 1199 by King John. Two years later, when he would have been an old man, he gave a deed to the priory church of Woodbridge for the health of his soul and that of his wife, Isabel. Rufus had founded the priory in 1193.

Ernald was succeeded by his son Hugh, who in turn left Stradbroke to his eldest son, William le Rus, who died seized of the manor in 1253. His only serving child was a daughter, Alice, who was married to Sir Richard de Brewse and so the manor passed to his family. The Brewse, or Broase family were a powerful Anglo-Norman clan, though Richard was a relatively minor member. He honoured the lineage of his wife, by granting 10 marks per year to Woodbridge Priory and money for a canon to pray for their souls. This was a common practice amongst the Anglo-Norman aristocracy who believed that their souls could be elevated by deeds of gift to the church. Richard is recorded as the Lord of Stradbroke at the time of the compilation of the Hundred Rolls in 1280 and it is recorded in the Patent Rolls that in the same year a commission of Oyer and Terminer (an investigation) was issued to discover the persons who had destroyed the fences and gates of his park at Stradbroke. Clearly Brewse had created a park in the manor and some locals, whether they be landowners like him, or men of more modest backgrounds, had not taken kindly to this. Sadly, the names or the perpetrators, or their motivations, are not recorded. Interestingly, Sir Richard sought and obtained a grant of free warren for Stradbroke in 1309 so it could be that his park in the manor had not been legally created, thus explaining the destruction.

In 1357 the manor passed, either by sale or through marriage, to Sir John Wingfield who was the chief administrator of Edward, the Black Prince. He fought in Normandy in the 1340s, being present at the Battle of Crecy and at Poitiers, where he famously captured a French knight, D'Aubigny, the French king's bodyguard. Wingfield died of the plague in 1361 and the manor of Stradbroke passed to his widow, Eleanor. At her death in 1375 it descended to Wingfield's daughter Katherine, who was married to Michael de la Pole, Earl of Suffolk and Chancellor of England. He died in 1415 during the siege of Harfleur and the manor passed to his son, Michael, whose tenure was ended swiftly when he was killed at the Battle of Agincourt in



Memorial to Sir John Wingfield



October 1415. He was succeeded by his brother William, who became the 4th Earl of Suffolk. On his death in 1450, after being exiled for treason by Henry VI, he was found to be seized of the manor of Stradbroke with Stubcroft. His son and heir, John 2nd Duke of Suffolk was a child at the time of his father's death. When he came of age in 1460 he came down on the side of the Yorkists, during the Wars of the Roses. He fought at both the Battle of St Albans and the brutal battle of Towton in the following year and after the victory of Edward IV he campaigned with the new king in Scotland. However, he was never considered to be amongst the first rank of the aristocracy. After Edward's death, John dallied in his support for Richard III and did not appear at the Battle of Bosworth in 1485. After the victory of Henry Tudor he remained a semi-trusted member of court, even if his son, the Earl of Lincoln rebelled against the new king and was killed in 1487. At Suffolk's death in 1492 the manor of Stradbroke passed to his younger son, Edmund. He left England of his own accord in 1501 and declared himself the true Yorkist claimant to the throne. In 1506 he was sailing to Spain but a storm blew his ship onto the shore of England and he was subsequently arrested and imprisoned in the Tower of London. In 1513, after seven years as a prisoner he was summarily executed on the orders of Henry VIII and all of his titles and estates were seized by the Crown.

By the time of Suffolk's death the manor of Stradbroke with Subcroft had been granted by the Crown to Thomas Lord Howard but by the 1530s it had reverted to Charles Brandon, Duke of Suffolk who had seemingly been granted the manor by Henry VIII. Until 1610 the lordship remained as part of the Crown's estates. At this time it was granted to Henry, Prince of Wales, the eldest son of James I but he died two years later from typhoid fever. It was then granted to Queen Henrietta Maria, wife of Charles I. It appears that the manor remained as part of the Crown's estate until 1810. During this time it was leased out to various holders, including Sir William Morden Harbord. In 1810 the manor was sold to Charles, Marquis Cornwallis but in 1823 it was sold along with the whole of the Oakley Estate to Matthias Kerrison. He was known locally as the 'Bungay Millionaire' having made money through the development of the Staithe navigation. The manor eventually passed as part of the estate to the Maskell family and their descendants in whom it remains. There is a very large collection of manorial documents for Stradbroke with Stubcroft held by Suffolk Archives and The National Archives.



Sir William Harbord

## Documents in the Public Domain Associated with this Lordship

1411-1532-1543: court roll  
1553-1557: court roll  
1628-1635: court rolls (3)  
1428-1428: rental (1 vol)  
1501-1501: estreat  
1621-1621: survey  
1639-1639: court extract  
1650-1650: survey (18th cent copy)  
1650-1650: rental (18th cent copy)  
1651-1935: court books (15)  
1740-1803: rentals (4 vols)  
1793-1797: accounts of court profits  
1794-1794: schedule of tenants  
1794-1794: survey  
1797-1800: rental  
1800-1800: rental  
1822-1822: statement of the customs of the manor  
1823-1832: court fines  
1876-1886: rental  
1887-1898: minute book  
1887-1906: quit and free rent accounts,  
1887-1887: schedules of court records  
1894-1899: collector's quit and free rent accounts  
1900-1905: quit and free rentals, with other manors (3)  
1925-1925: rental, with other manors

The National Archives

Suffolk Archives - Ipswich



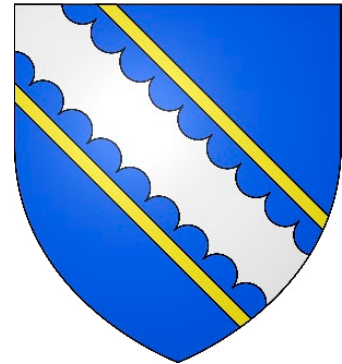
Stradbroke

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## The Lordship of the Manor of Treore or Trevre, Cornwall

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The manor of Treore, or Trevre, is found in the rugged north of Cornwall in the parish of Endellion, a few miles south of Port Isaac. This small community is based around the collegiate church of St Endelienta. This is the only church dedicated to this local saint who was said to be the daughter of the Welsh King, Brychan. She converted to Christianity in the early 6th century and preached in Conwall before settling in a hermitage at Trentinney in the parish. A local legend maintains that she lived on the milk of a cow, and water from two nearby wells. The cow is supposed to have strayed onto the land of the Lord of Trentinney who had the animal killed. In turn he was said to



Treore Fortescue, arms

have been killed in revenge by King Arthur; Endelienta's godfather. She was horrified by the killing and restored the Lord of Trentinney to life. At her death, reputedly at the hands of Saxon pirates, she was buried at the top of a hill, the site of the present parish church.

The early history of this Lordship is extremely obscure, but this is by no means unusual for Cornwall. According to volume 3 of Lysons *Magna Brittainia*, published in 1803 the manor of Treore was, in the 17th century, held by the Boscawen family. On the death of Hugh Boscawen in 1701 it passed through the marriage of his heiress, to Hugh Fortescue. Lysons did not think it necessary to name the 'heiress', but it was his only daughter, Bridget. Boscawen was born in 1625, the son of Hugh of Tregothnan. His family became extremely wealthy through their copper mines at Chacewater and Gwennap, and Hugh was the principal landowner. The mine at Chacewater, known as Wheal Busy was reported to have been, at one time, *the richest square mile on Earth*.

The Boscawens first came to prominence during the reign of John (1199-1216) when Henry de Boscawen was recorded as a Lord of the Manor of Boscawen Rose. In the 14th century they inherited an estate at Tregothnan, a few miles east of Truro. The family became one of the prominent land owners in the County, having estates scattered across Cornwall. As the Dictionary of National Biography pithily notes about the family *their descendants continued to marry into other Cornish gentry families, adding to their property when possible by soaking up available heiresses. The Boscawens tried not to trouble themselves with matters outside Cornwall: Richard Boscawen paid £5 on 4 July 1505 to avoid going to court to be made a knight of the Bath for 'the creac'on of my Lo. Prince Henrie' while Hugh Boscawen (d. 1559) did likewise on 18 January 1555 in order to get out of attending Philip of Spain's coronation.* A map of 1800 records the 'Earl Fortescue's Manor of Treore' and shows land in and between the fishing settlements of Port Isaac of Porth Gaverne. It seems likely therefore that the manor was purchased by Hugh Boscawen from Phillipp Penkevell in 1633 since this transaction is found at Devon Heritage Centre. It has proven difficult to discern how Penkevell came to own this estate. The family seem to some to have been of note in the 15th century but a further recorded connection the the Manor remains elusive.



Church of St Endellion



The Fortescue family were of a similar but slightly more elevated background to the Boscawens but hailed from Filleigh in Devon. The family could trace its origins back to Sir Richard le Forte who arrived in England with the Conqueror in 1066 but by the 17th century had split into a number of branches both in that county and in Devon. Arthur Fortescue lived at Penwarne in Mevagissey and it was his son, Hugh, who married Bridget Boscawen. Hugh was a successful politician, sitting in Parliament for five seats over several decades. His son, also Hugh succeeded his father in 1719. Hugh was appointed a Gentleman of the Bedchamber to George, Prince of Wales in 1723 but was ousted from his position after refusing to support Prime Minister Walpole's Excise Bill in 1733. After Walpole fell from power, Fortescue was rehabilitated in Parliament before being raised to the Peerage as Baron Fortescue. The family estate, including the Manor of Treore, passed to his younger brother, Matthew, when Hugh died childless in 1751. Matthew's only son, Hugh inherited in 1785. The Manor remained in the hands of the family until the later 20th Century.

In the early 18th century the land around Port Gaverne, was developed by the Fortescue Estate for the exploitation of the huge pilchard shoals which were found in the waters off the North Cornish Coast. Millions of tons of the fish were caught and processed each year in large buildings known as "Pilchard Palaces". Earl Fortescue owned two of these in Port Isaac.

## Documents in the Public Domain Associated with this Lordship

1746-1808	Presentments	Devon Archives
18th	Reeves Reports	
1762	Survey of the Manor	
1755-1820	Rentals	
1791- 1820	Surveys	
1803-1812	Rentals	
1868-1876	Rent Books	



Manor of Treore estate map c1800

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## The Lordship of the Manor of Waxham, Norfolk

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Lying next to a stretch of golden sand on the Norfolk coast is the small village and former parish of Waxham. Waxham contains a number of buildings of historic importance, including Waxham Hall, the 16th century home of the former Lords of the Manor, a 16th century tithe barn and the 14th century St John's Church. Though diminutive in size in the present day, Waxham parish was formerly both larger and more important. The tithe barn is considered to be of national importance and was purchased in the 1990s by Norfolk County Council at the instigation of HRH The Prince of Wales.

The manor of Waxham can be dated to Domesday Book when there are three estates noted. At this time the parish and village was much larger but over the centuries the slow creep of the sea has eroded many acres of the original extent and Waxham is now smaller than it was even 100 years ago but it is still in an extremely attractive part of the county. The owner in 1086 was Alan, Earl of Richmond and Count of Brittany, the son-in-law of William the Conqueror. The entry notes two churches and a possible population of 250, which is more than it was 800 years later.

In the 12th century the manor became the possession of the Ingham family who may have descended from Edric, who held a demesne Lordship under Alan in 1086. Edric was also the holder of an estate in Ingham a few miles away and so it is possible. The first named lord of this family was Oliver, who held Waxham in 1183 when tithes belonging to his manor here were confirmed by the monks at the Abbot of St Benets at Holme. He was succeeded by his son, Sir John, during the reign of King John (1199-1216). He was married to Albreda, one of the daughters and coheirs of Walter Waleran, a scion of a Norman family of great repute. She later married William Botterell, who, to obtain a licence to marry her, gave the King two horses for the great saddle and a Norwegian goshawk.

Albreda's eldest son, Sir Oliver, inherited Waxham. He was among the barons summoned by Edward I to attend his expedition to Wales in around 1181 but died soon afterwards. His son, John, served Edward in Gascony and in Scotland and died at the beginning of the reign of Edward II. His son, Sir Oliver Ingham, was governor of Ellesmere Castle in Shropshire and was summoned to various parliaments during the reign of Edward III. He was a military professional and is recorded at various times as governor of Malborough, Devizes, Guildford and Chester castles in England, and Bordeaux in France. In 1345, whilst acting as seneschal of Gascony, and lord warden of the marches of *Guien he raised a great army, and recovered the county of Agnois from the French*. He died two years later and was succeeded by two daughters, Elizabeth and Joan. It was the latter who appears to have inherited the Lordship of Waxham, as it is her husband, Sir Miles Stapleton, who is recorded as Lord of the Manor soon afterwards. Sir Miles was a military man, like his father-in-law, and was a veteran of the wars in France, being present at the siege of Tournai in 1340 and that of Calais in 1347. In 1354 he attended Pope Innocent VI in Rome in the hope of gathering support for England in its war with France. In 1361 he received an annuity from the Crown for his *unwearied labours and laudable services*. He was injured at the Battle of Auray in Brittany September 1364 and is thought to have died from his wounds.

Waxham descended with the Stapleton family for several generations until around 1467 when Waxham passed through marriage to Sir William Calthorpe. He was steward of the household of the Duke



Waxham Beach



Brograve Mill

of Norfolk and was made a Knight of the Bath by Edward IV in 1465. Elizabeth Stapleton was his second wife. Sir William's grandson, William Calthorpe, sold the manor to Sir Thomas Wodehouse. He is recorded as Lord of Waxham in 1558 and after the Dissolution of the Monasteries, Wodehouse was granted the lands and grounds of Bromholm or Bacton Abbey a few miles up the coast. The family retained the manor of Waxham for several generations. A later Sir William, living in the early 17th century, is reputed to be the first person in England to use decoy ducks for hunting.

In 1733 the Lord of Waxham is noted as Thomas Blofield who had the advowson of St John's church. This family is relatively obscure and it seems that in that same year the manor was sold to the Brograve family. Thomas Brograve purchased Waxham and the manor of Horsey and moved his family to Waxham Hall. The family gave rise to several legends and stories and six of them are said to haunt the hall still. Thomas built a mill nearby, to drain some of the local fens and the remains of this still stand. A local tale goes that, Thomas, who was known as a *black-hearted man* made a wager with the Devil that he could out mow him over two acres of beans. When the Devil easily won the bet he went to Brograve to collect his soul, but the landowner fled towards his mill and just managed to lock himself inside. Incensed, the Devil banged on the door and demanded to be let in but Brograve refused. The next morning, when Brograve gingerly opened the door he is said to have found hoof prints in the mud and could see that the Devil had tried to blow the mill down. Subsequently the family became notorious in Norfolk and this story may well be a reflection of their wider reputation for roguery.

The last of the Brograves was Sir George. He succeeded to his father's estate in 1797 and trained as a lawyer. He was involved in a famous divorce case after it was found that his wife, Emma, who had never wanted to marry George in the first place, was found to have had a *criminal conversation* with Captain Masham Elwin in 1807. After the divorce, Brograve tore up his will but never wrote another one and so died intestate. Eventually a cousin was traced, Henry John Conyers, and consequently he became Lord of Waxham in 1828. Incidentally, Sir George's brother, Roger was a notorious gambler and was said to have lost his entire fortune of £10,000 on the Derby in 1813 and as a result shot himself in bed a few days later.

The Manor was later purchased by a local solicitor, Louis Tillett who died in 1943. Waxham then passed to Joseph Laird who in turn sold it to Isolde Guenther in 1978. She then sold the title to the present owner.



St Johns Church



## Documents in the Public Domain Associated with this Lordship

1392 -1393 Account Roll  
1708-1864 Court Books

Norfolk Record Office



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# The Lordship of the Manor of Horham Thorpe Hall, Suffolk

## In association with Strutt & Parker

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At the time of Domesday Book, which was completed in 1086, there were a number of manorial estates in the parish of Horham. Most were held by Robert Malet, Lord of the Honor of Eye. The land, which later became the manor of Horham Thorpe Hall, eventually passed into the possession of Robert Fitz John de Thorp and his wife Maud. De Thorp was one of Henry III's Barons of the Exchequer in around 1236. It appears to have passed to them from Richard de Eye, who released his rights to them after the death of his brother, Philip. In 1293 Robert Fitz John de Thorp, one of the King's justices, received a grant of free warren for his manor of Horham. At his death ten years later, the manor passed to his son John and his wife Alice.

Although he was not always recorded as a Baron, John de Thorp was summoned to Parliament in 1293, and was regularly summoned to the Parliaments of Edward II, as a Baron. In 1311 he received a charter from the King allowing him to found a free chapel at Ashwell in Norfolk and like many wealthy landowners of the time he paid for a chaplain to perform a daily service *to the benefit of the inhabitants and to pray for his own and his wife's soul*. On his death in 1323 his manor of Horham passed to his wife Alice and then to his eldest son Robert Fitz John de Thorp. Although still a young man at the time of his father's death, Robert lived only until 1330 when his estates passed to his young son, John. As a lad of 14 the estate was held in ward by John de Clavering until John reached his majority. Despite his marriage to Joan atte Ashe he had no children and died aged just 24 in 1340.

In the Close Rolls there is an entry for Horham Thorpe Manor in which the escheator is ordered not to *intermeddle with the lands which Joan . . . held jointly with her husband*. On her death the estate was to pass to John's brother Edmund, which it duly did. Though he was never summoned to Parliament as a baron, Edmund was a Knight of the Shire for Norfolk between 1397-98 and 1407. He held a number of official posts including being a Commissioner of array investigating various matters in East Anglia on behalf of the King, and was employed by the King in a number of capacities for the rest of his life. He was granted a pension of 50 marks per year in 1393 which was increased to a lucrative 100 marks. In April 1399 he traveled as part of the retinue of Richard II on his disastrous journey to Ireland to try to subdue a rebellion. Whilst the King was away from England, Henry Bolingbroke staged his coup to become Henry IV. This change in regime did not seem to harm Edmund's position and he is recorded as having accompanied Henry V to France in 1417 where he was appointed a Commissioner of array there. However, Edmund was killed at the siege of Lover's Castle in Normandy in August of that year. There is an effigy of him and his wife Joan at Ashwellthorpe Church, a few miles to the north of Horham.

In 1399, Edmund's brother Robert was noted as lord of Horham Thorpe Hall but after his death Edmund's estates passed to his two daughters, Joan and Isabel. Joan had no children so, in time, Horham Thorpe Hall passed to Isabel's only daughter Elizabeth. She was married to Sir Humphrey Bourchier and



through this marriage the manor eventually descended to Sir John Bourchier. His daughter, Joan married Edmund Knyvett or Knevet and the manor therefore passed to this family

The lordship descended with the Knevet family until 1572 when Sir Thomas Knyvet sold it to Ralph Roberts, and in 1609 it passed to Sir Edward Coke. Lawyers are not always considered to be of great consequence when it comes to historical events but Sir Edward Coke was an exception. He was the son of a barrister turned landowner near Norwich and entered the legal profession in 1578. He quickly gained a reputation as a skilled lawyer and through the patronage of William Cecil, Lord Burghley, entered public life and became a member of Parliament. In 1593 he was nominated as Speaker of the House of Commons and a year later, Attorney General. In this role he championed the prerogatives of the Crown and led several state prosecutions against Sir Walter Raleigh, the Earl of Essex one of the conspirators involved in the Gunpowder Plot of 1605. During the reign of James I, Coke fell from favour and reversed his previous legal position to undertake a series of cases against royal prerogatives. Coke championed the idea of free speech and became an open critic of Charles I's attempt to raise money without the sanction of Parliament. Charles declared martial law in 1627 and had those who refused to pay loans to him arrested. Soldiers were billeted in private homes prompting Coke's famous declaration that "the house of an Englishman is to him as his castle". In response, Coke drew up what became known as "The Resolutions" denying that Kings had the right of arbitrary arrest. This became the basis of the Habeas Corpus Act of 1679. He also formulated the idea that the king could not raise money without the approval of Parliament, and his legal opinions became the basis of Parliament's action and eventual victory over the Stuart monarchy by way of the Civil War and Great Revolution of 1688.

The Coke family remained as Lords of the Manor until the mid 18th century, by which time the family had been raised to the peerage as the Earls of Leicester. Horham Thorpe Hall was sold to Sir Joshua Vanneck, a successful Dutch born merchant who established an estate based at Heveringham Hall. In the early 19th century the family sold the lordship to Mattias Kerrison, eventually passing to the Maskell family and their descendants in whom it remains. There is a very large collection of manorial documents for Horam held by Suffolk Archives.



Sir Edmund de Thorpe - All Saints church, Ashwellthorpe



## Documents in the Public Domain Associated with this Lordship

Suffolk Archives - Ipswich

1326-1344: minister's accounts  
1328-1412: court roll (non-consecutive)  
1344-1345: collector's accounts  
1345-1349: reeve's accounts  
1422-1461: court roll (Horham Tylneye)  
1423-1482: court rolls (2)  
1476-1477: rental  
1510-1511: minister's accounts  
1527-1527: estreats  
1532-1533: rental  
1542-1542: estreats  
1561-1561: estreats  
1586-1586: court roll  
1611-1625: court rolls (2)  
1640-1652: court roll  
1750-1750: particulars of customs  
1778-1798: quit rent accounts  
1809-1827: minute book, with Horham Jerneagans  
1823-1832: court fines received  
1862-1862: quit and free rents  
1876-1886: rental  
1887-1897: minute book  
1887-1887: schedules of court records  
1894-1899: collector's quit and free rent accounts  
1897-1932: quit and free rentals (non-consecutive)  
1920-1920: quit rental  
1931-1932: quit rental



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## The Lordship of the Manor of Little Waltham and Powers, Essex

### In association with Strutt & Parker

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On the banks of the River Chelmer, lies the parish of Little Waltham. This is an ancient settlement: when the road through the village was upgraded, the site of an Iron Age village was found. When the area was recorded for Domesday Book in 1086 it was found that it was held by Earl Eustace. Powers Hall was once a separate manor which was later merged into that of Little Waltham. It survived as a house into the 18th century.

After the death of Eudo, the manor passed to his son Hugh Fitz-Eudo and thence to his son Robert Fitz-Hugh. It remained with his descendants until 1189 when it came to Robert de Tatteshall. In 1205 he served as sheriff of Huntingdonshire and Cambridgeshire, dying in 1211. His son Robert, married Mabel, daughter of the Earl of Arundel and through this marriage he obtained considerable estates including the manor and castle of Buckenham



Mildmay Arms

in Norfolk. In 1263 his son and heir, Robert (II) was granted charter to turn some of his demesne land in Little Waltham into a park. Two further Robert de Tateshull followed. The fourth of that name died in 1302 and his lands and estates were divided among a number of relatives. Little Waltham came to Thomas de Caili who was summoned to four Parliaments during the reign of Edward II and died childless in 1316.

The manor passed to his nephew, Adam de Clifton. After his death Little Waltham passed to his grandson John who succeeded to the whole estate in 1363 after the death his mother. He was summoned to Parliament in 1377 and 1388 but died whilst on the island of Rhodes soon afterwards, leaving his estate to his son Constantine who died only a few years later, in 1396. His son and heir, Sir John de Clifton (II) did not inherit Little Waltham since John de Clifton, before his death abroad, had actually sold Little Waltham to a local man, Richard de Waltham and his wife Margaret in order to raise money for his trip to the Holy Land. Sadly he only made it as far as Rhodes since there is no record of him arriving in Jerusalem.

Richard de Waltham was succeeded by his son John, who died in 1418 and is buried beneath the chancel of St Martins, the parish church. His son and heir, Richard, was also buried here on his death in 1426. The next recorded Lord of the Manor was John Mabon who died in 1447. He was likely a relation of the De Waltham family but the relationship is not certain. It then passed to the Mildmay family, who held it for two centuries. Sir Thomas Mildmay, the fourth of that family to be Lord of Little Waltham served as High Sheriff of Essex and Hertfordshire and sat as a member of Parliament for Bodmin. In 1625 the manor was sold to the Sir William Luckyn of neighbouring Great Waltham. This family of landed gentry were the social equals of the Mildmays and very much the backbone of county life. Sir Capel Luckyn, who succeeded his father, sat as member of Parliament at various times between 1647 and 1679. More specifically he sat as MP for Hawrich during the Long Parliament which lasted through the years of the Commonwealth until the Restoration of Charles II in 1660.

Sir William Luckyn succeeded to his father's estates after the death of his elder brother and he was created a baronet in 1661. He was last of the Luckyn line, his only heir was his daughter Anne. It appears that after she inherited the title she sold it to John Edwards of Huntingdon who married Susanna, the daughter of Sir Richard Munden who commanded the naval squadron which retook St Helena from the Dutch in

the war of 1673. From him it passed to his son Henry, who was a lawyer of Lincoln's Inn and a master in Chancery. He died in 1726. His son and heir, John, sold Little Waltham in 1761 to Daniel Harrington. The date of Harrington's death is uncertain, but in 1801 the manor was being administered by his son Thomas. The admission of William Kirkham as a manorial tenant on 18 June 1801 confirms this and a will of his father dated from 1795 suggests that he died before the turn of the 18th century.

In 1874 the Lord of the Manor was Rev. Henry Savile Young. He was son of Rev Henry Tufnell Young and was born in 1843. Henry Tufnell Young married Josephine Savill of Little Waltham and it is possible that the manor passed to the Young family through this marriage. In 1896 Henry Savile Young sold the Lordship to Adolphus Maskell and it has remained in the possession of his descendants until the present day.



Little Waltham

## Documents in the Public Domain Associated with this Lordship

1415-1415: rental  
1639-1912: court rolls/books  
1810: schedule of court rolls and rentals  
1813: rental  
1834 rental  
1899: rental

Essex Record Office



Monument to Sir William Luckyn



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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 £50,000 and 15% of the price agreed above £50,000, plus VAT on the overall sum. For illustration purposes, if the price agreed for the Lot is £55,000, and the prevailing rate of VAT is 20%, the Buyer Premium will be £10,750 (comprising £10,000 for the first £50,000 (at 20%), £750 for the remaining £5,000 (at 15%) and £2,150 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 3.5% (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 (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 3.5% (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 (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 (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 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.;
- (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 Ealdoman; this may be a root of the Norman EARLDOM as may also be derived from Danish Jarl (pron Yar!); 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 French oyer 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 MESNE TENANT, of a TENANT-IN-CHIEF or of the King.

Vert: green in HERALDRY.

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

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

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

Witan: Anglo-Saxon and early Norman Royal Council.

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

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

Yardland: a quarter of a HIDE.

Yoke: Kentish and East Anglia - same as plough.

## ABBREVIATIONS

NA: National Archives formerly Public Record Office

BL Cat: Catalogue of the British Library

BExtP: Burke's Extinct Peerage

BLG: Burke's Landed Gentry

Bod: Bodleian Library

BP: Burke's Peerage

BRS: British Record Society

Bull IHR: Bulletin of the Institute of Historical Research

Bull MSGB: Bulletin of the Manorial Society of Great Britain

C: century

c : circa

Close R: Letters from the Close Rolls

CR: Charter Rolls

d : died

dau: daughter

dsp : died without issue

dvp : died in life of father

ex : executed

HA: Historical Association

infra : below

k: killed

kn: knighted

m : murdered

NLI: National Library of Ireland

NRA: National Register of Archives

PR: Patent Rolls

PRO: Public Record Office, see NA

qv : which see

Rec Com: Record Commission

Rec Soc: Record Society

RO: Record Office

Rot Parl: Rolls of Parliament

RS: Rolls Series

SQE: Statute Quia Emptores (1290)

SR: Statutes of the Realm

supra : above

temp: in the time of

TRHistS: Transactions of the Royal Historical Society

vide : see

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# The Manorial Society of Great Britain

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

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

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

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

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

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

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

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

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

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

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

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







## Manorial Services

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