



Manorial Services

A sale by private treaty

A private treaty sale of
Lordships of the Manor

with

The Fief D'Anneville, Guernsey
&
Old Buckenham, Norfolk

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

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LIST OF LOTS

<u>Lordships of the Manor</u>	<u>Asking price</u>	<u>Page number</u>
Old Buckenham, Norfolk, (registered)	£20,000	p. 5
Fief D'Anneville, Guernsey	£25,000	p. 9
Tranwell and High Church, Northumberland (registered)	£10,000	p. 13
Cantley Netherhall, Norfolk	£8,000	p. 17
Covington, Huntingdonshire	£8,000	p. 20
Hardwick, Nottinghamshire	£8,000	p. 22
Haydon Bridge, Northumberland	£9,000	p. 24
Stanton Drew, Somerset	£8,000	p. 28
Triemain, Cumbria	£8,000	p. 30

The Lordship of the Manor of Old Buckenham, Norfolk

This Lordship is registered at the Land Registry and has historic rights to market and fair.

The Lordship consists of seven manors, or sub-manors - Buckenham Castle Insoken, Buckenham Castle Outsoken, Buckenham Close Manor Insoken, Buckenham Close Manor Outsoken, Buckenham Lathes Insoken, Buckenham Lathes Outsoken and Buckenham Priory



New Buckenham Castle

Lying on the road between Attleborough and Diss is the ancient village of Old Buckenham. It is a nucleated settlement surrounding a large open space known as Church Green. Like many places in East Anglia the village was the site of an RAF airfield during the Second World War, which remained open after the end of the War and is now privately run. The village is also the site of the remains of Old Buckenham Castle, which was built during the reign of King Stephen and remained home to many Lords of the Manor here until it was demolished at the end of the Civil War in 1649. The village is thought to have taken its name from the number of bucks which lived in the surrounding woods. It was later named Old Buckenham after the village of New Buckenham was founded by the Lord of the Manor, William De Albany and which was developed after the construction of the castle, which remained part of Old Buckenham nevertheless.

The Lordship is first known to have been the possession of Ralf Guader, Earl of Norfolk who was Lord during the reign of Edward the Confessor. After 1066 Ralf fled England and the manor was seized by William I who later granted it to William De Albany. The Manor was originally held by service of being Butler to the Kings of England on the day of their coronation. Albany was therefore styled Pincerna Regis or King's Butler. He constructed the first castle in Old Buckenham and founded Wymondham Abbey, a few miles to the North, in 1107. He was succeeded by his son William in 1139. William fought for Stephen during the period of civil war in England known as the Anarchy and was raised to the Earldom of Arundel in 1138. He assisted in brokering a truce in 1153 which eventually led to the reign of Henry II and he served this king loyally for the rest of his life. He was known as William Strong Hand, a nickname earned through his reputation as a valiant and brave knight. He married Adeliza of Louvain, sometimes known Adelia of Louvain, and who was Queen of England from 1121 to 1135, as the second wife of King Henry I. He was evidently considered something of a catch in Europe, as this story, recounted by William Dugdale, makes clear;

It happened that the Queen of France, being then a widow, and a very beautify woman, became much in love with a knight of that country, who was a comely person, and in the flower of his youth: and because she thought that no man excelled him in valour, she caused a tournament to be proclaimed throughout her dominions, promising to reward those who should exercise themselves therein, according to their respective demerits; and concluding that if the person whom she so well affected could act his part better than the others in those military exercises, she might marry him without any dishonour to herself. Hereupon divers gallant men, from forrain parts hastening to Paris, amongst others came this our William de Albini, bravely accoutered, and in the tournament excelled all others, overcoming many, and wounding one mortally with his lance, which being observed by the queen, she became exceedingly enamoured of him, and forthwith invited him to a costly banquet, and afterwards bestowing certain jewels upon him, offered him marriage; but, having plighted his troth to the Queen of England, then a widow, he refused her, whereat she grew so much discontented that she consulted with her maids how she might take away his life; and in pursuance of that design, inticed him into a garden, where there was a secret cave, and in it a fierce lion, unto which she descended by divers steps, under colour of shewing him the beast; and when she told him of its fierceness, he answered, that it was a womanish and not a manly quality to be afraid thereof. But having him there, by the advantage of a folding door, thrust him in to the lion; being therefore in this danger, he rolled his mantle about his arm and, putting his hand into the mouth of the beast, pulled out his tongue by the root; which done, he followed the queen to her palace and gave it to one of her maids to present her. Returning thereupon to England, with the fame of this glorious exploit, he was forthwith advanced to the Earldom of Arundel, and for his arms the lion given him



All Saints Church

Old Buckenham descended with the Earls of Arundel for several generations. William was succeeded by his son, William and he was succeeded by his son William, the third Earl, who died whilst on after returning from Crusading in 1221.

The Lordship then passed to William's brother, Hugh a minor at the time of his brother's death. Hugh died without a male heir and his vast fortune was divided between his four sisters. His widow, Isabel, founded a nunnery at Marham in his memory. Old Buckenham passed to his eldest sister, Mabel, who was married to Sir Robert de Tateshale. Hayes father was a great benefactor of Buckenham Priory and the cannons of the Priory expressed their gratitude by altering the seal and including his arms. Robert continued his family connection with the Priory, granting the cannons liberty of foliage for 200 sheep with free pasturage, and 53 acres of arable land. He's also recorded as holding the castle and the Manor by service of Royal Butler. He died in 1248, leaving his son, Robert, as his heir. Robert stood firm at the side of Henry the third and his wars with the barons in the 1260s, and was besieged at Bukenham Castle by Sir Henry Hastings. He died in 1272, leaving the lordship to his son, Sir Robert de Tateshale. In 1285 he held a view of frankpledge over the Manor, with the right of free warren (to keep game), gallows, a Saturday market, assize of bread and ale and

an annual fair, held on St Martins Day, November 11. The right to market and fair had been granted in 1275.

Old Buckenham remained in the Tateshale family through several generations until the death of Robert de Tateshale, a minor, in 1310. The Lordship was divided at this point between his three aunts. There follows a fairly involved descent of the divided lordship, the majority of which passed the Clifton family on the marriage of Adam de Clifton and Margaret de Caily, granddaughters of Sir Osbert de Caily who married Emma, one of the heirs of the last Robert de Tateshale. The other portion of the Manor eventually descended through the families of Driby, Orriby and Bernak and Cromwell before coming to Elizabeth, the daughter of the last Ralf Cromwell. She married Sir John Clifton. He died without male heirs and the whole estate was then reunified on the marriage of his sister, Elizabeth and Sir John Knevet, who, at this time, held Buckenham Castle.

The whole lordship and estate now descended with the Knevet family. His grandson, Sir William was attainted by the Parliament of January 1483, called by Richard III. He was charged with being a supporter of Henry Tudor, Earl of Richmond and he was required to convey the Manor and Castle to the king. When Richard's reign came to a bloody end at Bosworth in August 1485, Sir William was given back his estate and the Lordship of Old Buckenham. It passed to his son Sir Edmund, who had been present at Bosworth but he drowned at sea during a sea battle, the details of which are elusive. His son and heir, Sir Thomas, was standard bearer to Henry VIII and when Buckenham Priory was dissolved 1537, he received it and its estates. His status in Tudor society was enhanced when he married Muriel, the daughter of Thomas Howard, Duke of Norfolk.

Old Buckenham with its several manors and the family estates remained with the Knevets until 1649 when it was sold by Sir Philip to Hugh Audley for £18,508.10s. A year later Audley served as Sheriff of Norfolk but died without males heirs and settled his estate on his three sisters. Elizabeth, Alice and Sarah. The manor was divided once more but the majority passed to the descendants of Sarah and her husband Robert Harvey, Comptroller of the Custom House. The remainder came to Ambrose Holbech. In 1755 the entire manor was united in the person of Meadow Taylor of Diss. The Manor remained in the hands of the Taylor family until it was sold by A H O Taylor to Lionel Robinson in 1914. The Robinson family held the title for three generations until 1987 when it was purchased by the family of the present vendors.

Village shop





1597 Map of the Castle

Documents associated with this manor in the public domain

1300- 1300: extent	British Library
1493-1498: bailiff's account rolls, with other manors (2)	Kent History and Library Centre
1250-1299: suit roll (late 13th cent)	Norfolk Record Office
1539-1540: accounts	Norfolk Record Office
1559-1567: court book, with other Buckenham manors	
1630-1742: court book	
1650- 1700: survey (field book)	
1721-1732: court roll, with other manors	
1793: court roll, with other manors	
1772-1774: court rolls, with other manors	The National Archives
1782-1798: suit rolls and lists of fines, with other manors	

The Fief D'Anneville, Guernsey

“The noblest tenure in Guernsey”

The earliest records for the Fief date from the reign of William, Duke of Normandy, who held the whole of the island of Guernsey as part of his Duchy, before his conquest of England in 1066. In 1046 he faced a challenge to his throne from his cousin, Guy of Burgundy, who received support from several prominent lords on the island. With the support of the king of France, Guy was defeated and the Guernsey rebels forfeited their lands. A few years later the island was ravaged by a wave of attacks from pirates from southern France and William dispatched Sampson D'Anneville, a noble from Anneville in the Val des Saire region of Normandy. He was described by the Norman poet Wace as forming a troop of knights who entered battle *fearing neither stake nor fosse, and overthrowing and killing many a good horse and man*. The pirates had established themselves on



Sir Edmund-Andros

the island and D'Anneville landed his troops at St Sampson's in the north of the island and was quickly joined by the islanders themselves who had sought refuge behind the walls of the Castle of the Vale. D'Anneville made short work of the pirates and soon liberated Guernsey. As a reward for his actions William granted his captain lands and estates on the island estimated to be around a quarter of the whole small realm. It is described by one historian of the island as *the noblest tenure in Guernsey*. At the time of its creation it was said to have included a quarter of the island.

A proportion of D'Anneville's grant lay in the parish of St Sampson and this was erected into a fief or royalty known as the Fief D'Anneville. It remained with the descendants of Sampson D'Anneville for the next 80 years until the death of its lord during the civil war between Stephen and Matilda which raged across England and Normandy. In 1144 Matilda's husband, Geoffrey Plantagenet, was crowned Duke of Normandy and claimed the island. The fief was then escheated to the Crown. Henry II eventually gifted it to his younger brother, William, Earl of Montaigne but his tenure was a short one and it soon reverted back to the Crown. It remained a possession of the king until 1190 when Richard I (1189-1199) granted it to his brother John. When John ascended to the throne on 1199 he granted the Fief to Robert de Vere, ancestor of the Earls of Oxford. This grant was for a set term and Henry III (1216-1272) then sold it to Guillaume de Chesney in 1248. The Chesney or Cheney family were residents of the channel islands and remained there as Lords of the Fief. They subsequently played a prominent role in the government of both Guernsey and Jersey. Edmund de Cheney was governor of both islands from 1357 to 1367; he had inherited Fief D'Anneville on the death of his father, Sir William in 1348. After Edmund's death it appears that his Guernsey estate devolved to his daughter, Agnes. In 1444 she married John Willoughby of Wiltshire and so the Fief passed to this family. Their eldest son, Sir William was raised to the nobility as Baron Willoughby de Broke after fighting for Henry Tudor at the battle of Bosworth in 1485. One of his first commissions was given to him by Edward IV and it was to lead a force to capture John de Vere, earl of Oxford from his stronghold on St Michael's Mount in Cornwall. He later became sheriff of this county in 1479 and of Devon in the following year. With the accession of Richard III in 1483, Willoughby 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 another rebel, Henry Tudor. Willoughby's estates in England were seized by Richard whereas the Fief D'Anneville appears to have remained untouched. 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. 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.

The Fief D'Anneville remained with this family until 1509 when it was offered for sale to Nicholas Fachion a wealthy merchant living in Southampton and who served as the Gentleman Usher of Hampshire to King Henry VIII (1509-1547). However, Fachion or Fouaschin never took personal possession of the manors because they were granted in fee for the lifetime of John de Chesney of Devon. It was Nicholas' grandson, Thomas who took full possession in as late as 1548. His claim had involved an extremely lengthy litigation with the heirs of the Lord Willoughby de Broke, who challenged the original sale. Fachion's wealth enabled him to fend off his opponents. He served as Mayor of Southampton in 1545 and was elected to Parliament for the city in 1555. In 1597 six royal commissioners were appointed to examine the feudal tenures on the island and Thomas Fachion made a claim to the Fief D'Anneville and it remained in the family for a number of generations, eventually descending to the Andros family on the marriage of Alice Fachion and Charles Andros in 1660. The Fief remained in the Andros family and their descendants until it was sold in 1964 by Cyril Ralph Andros to Donald Wilson and to the present Vendor in 1997.

St Sampsons Church Guernsey



About the Fiefs of Guernsey

The Fiefs of the Channel Islands are similar to English Manors and their records can be found in the *Lives de perchage*, surveys of their lands and holdings which were taken every 20 to 30 years from the 13th century. The Fiefs were established on the Island when Guernsey was separated from the Duchy of Normandy in 1204. The Seignory and Fief of D'Anneville is located in St Sampsons, the second town of Guernsey, situated in the North East of the island.

Fiefs differed from English Lordships in that these tenants had no feudal superior between themselves and the king. Whereas in Jersey the fiefs were distributed evenly throughout the island, Guernsey's fiefs were concentrated in the south west of the island. The island itself was regarded as a single fief in itself under the King, known as the *fief-le-roi*. This was divided into a number of simpler fiefs as organisational subdivisions which were called *bordages*. Bordages were heritable but special provisions had to be made to assess the duties attached to them. A fief was different in form from a manorial lordship in that its physical boundaries were more fluid and ill-defined. It can be more accurately described as a 'sphere of action', each enfeoffed tenant having a certain number of sub-tenants and farmers from which he could extract service and revenue.

Tenants of the fiefs answered for their properties at the annual Court of Chief Pleas which was held on the mounting block or steps of the church of Saint Pierre de Bois. Failure to do so for three successive years rendered them *default d'aveu* and the property could be seized by the Seigneur. In Guernsey, *Compart* and *chief rente* were levied on crops and cultivated land, and *pelage* charged on houses at the rate of two chickens per house. The Seignorial Court also appointed *chefs de bouvee*, who were responsible for collecting dues in designated areas or bouvees.

The Court of Pleas is still in existence. The only continual feudal parliament in the British Isles and the owner of the Fief is expected to attend or at least send a legal representative each time it sits. Although there is no longer any land or tenants to organise the Court does have some responsibilities and these are below quoted in full from the official website of the Royal Guernsey Court;

The Court of Chief Pleas is an ancient Court and is constituted in the same way as a Full Court. Nowadays it will typically sit only once per year. It is attended by the Full Court, the Law Officers of the Crown, Advocates and the Seigneurs and Bordiers owing suit to the Court.

St Sampsons by Man vyi



In recent times it has become a Court dealing largely with ceremonial matters and sits at the start of the Legal Year. Speeches are made by the Bailiff and H.M. Procureur. The Court of Chief Pleas is held annually after Michaelmas and consists of the Bailiff sitting with a full Bench of sixteen Jurats. This Court is usually attended by His Excellency the Lieutenant Governor. It is at this Court that a full roll call is made of all members of the Guernsey Bar, together with Parish Constables and Seigneurs. The business of this Court, other than the roll call, mainly comprises of the following:-

- Report regarding Charitable Funds administered by the Royal Court
- Report of Commissioner regarding Interception of Communications
- Report/recommendations for the renewal of Salle Publique Licences
- Report/recommendations for the renewal of Explosives Licences
- Constables' reports regarding the state of quarries within their Parishes
- Constables' reports regarding the state of the streams and water courses within their Parishes
- The opportunity may also be taken to admit to the Guernsey Bar qualified students.

The Court is followed by a Service at the Town Church to mark the start of the legal year and in the evening a traditional dinner is held, hosted by Her Majesty's Receiver General for Members of the Royal Court, Officers of the Court, Senior Constables and Seigneurs. The new seigneur is legally obliged to attend the annual court in person or delegate a seneschal to take their place.

The Lordship of the Manor of Tranwell and High Church, Northumberland

This Lordship is Registered with HM Land Registry



This Lordship is found in the extensive parish of Morpeth in Northumberland. Together, Tranwell and High Church they form a township out of the nine of which make up the whole. The parish church of St Mary's is situated in High Church, as the name suggests, which is around a half mile from the market place in the centre of the town. Tranwell is contiguous with High Church and was formerly a small village around two miles to the south of the main town. During the Second World War the RAF built an airfield at Tranwell known as RAF Morpeth and although its use was discontinued soon after the War a number of the original buildings survive.

Anciently Tranwell was often recorded as *Trenwell*, possibly from the Icelandic *trana* meaning a crane and the well at which it was found. Anciently the manor was a member of the larger manor of Morpeth, which itself formed part of the Barony of Merlay, which was erected after the Norman invasion of 1066. The first to hold this title was William de Merlay who was described as being a sergeant to the Bishop of Constance. He died in around 1129 and his lands and titles descended to his son, Randolph. Like many of his Norman brethren, Randolph established a religious house. In 1138 he established the abbey of Newminster west of Tranwell but this was almost immediately destroyed by the marauding army of King David of Scotland and had to be rebuilt. Today it survives as a ruin. The Merlay family held the Barony and their manor of Tranwell for the next hundred years. The last of the line was Roger, who obtained livery of his lands in 1239. He was considered to be an important local baron and was summoned, with his retinue, to appear before Henry III at Newcastle in 1244 in order to assist in the repair of the city walls. In 1258 he received orders from Henry to form part of an English army to rescue of the Scottish boy king, Alexander, who had been captured by his own rebellious barons. He further proved his loyalty after remaining on the side of the king against the rebellion led by Simon de Montford from the late 1250s. Unlike some of his neighbours however he was able to keep his lands safe from destruction and at his death in 1266 they remained intact. Roger had no male heir and therefore the barony became extinct and its lands divided.

The Lordship of Tranwell and High Church in part passed to his son in law, William, Baron Greytoke. This family had land across the North of England, including their home estate at Pocklington in Yorkshire. The Manor had been divided between his family and the Sommervilles who had inherited the other portion of the Merlay barony. It is recorded in the possession of the Greystokes in an inquisition taken in 1317 and also partly in the hands of Roger de Somerville on his death 20 years later. By the end of the 14th century however the whole of the Manor became vested in the Greytoke family under the control of Ralph, 3rd Lord Greytoke. Ralph was six years old when his father died in 1359 and he was placed in the care of Roger de Mortimer, earl March. and was granted livery of his estates, including Tranwell and High Church in 1374. Within a few months he was charged with assisting the defence of the North from the Scots. In 1378 he assisted in the recapture of Berwick from what is described by a contemporary as a force of seven *desperate Scotsman*. Three years later, after taking part in a minor border skirmish he was captured near Roxburgh and paraded in chains before a jeering crowd in Dunbar. After the accession of Richard II in 1377 Ralph quickly became disillusioned with the regime of the new king and joined with Henry Bolingbroke when he returned from exile in 1399 in order to seize the throne. Greystoke remained important in the defence of the North and assisted Henry Percy, earl of Northumberland in defeating the Scots at the Battle of Homildon Hill in September 1402. He died in 1418.

The Greystokes remained important northern barons throughout the 15th century and by its end had accumulated large estates across five counties including the Lordship of Tranwell and High Church. The last of the male line, Ralph 5th Baron, died in 1487 and his estates passed to his granddaughter Elizabeth. She was the 6th Baroness in her own right (*suo jure*) and on her death in 1516 the Greystoke estates passed to her husband, Thomas Dacre. He was the 7th Baron Greystoke, but also the 2nd Baron Dacre. The Dacres hailed from Cumberland (now Cumbria) and like the Greystokes played an important role in the defence of the northern borders though they were not a particularly wealthy family. The Dacre barony was said to be worth just £300 a year and especially vulnerable to Scottish raiders. Thomas' marriage to Elizabeth Greystoke brought with it both riches and status. He could now afford to provide men and materials necessary for a



Tranwell Woods

stouter defence of the border area. In 1511, when Berwick was threatened he was appointed as warden of all the northern Marches and fought with distinction at the Battle of Flodden in September 1513. At the outset of the battle he recorded as leading a successful cavalry charge into the Scottish lines. After the battle he would often boast that he had become something of a hate figure of the Scots, by reason of him finding *the body of the King of Scots slain in the field*. Thomas reluctantly remained the leader of the English defence of the border until 1525 when he was arrested and briefly imprisoned for the *bearing of theaves*. This was considered at the time to be a spurious charge and it was more likely the case that his declining health had led him to seriously neglect his duties, throwing the borders into chaos. He died later in 1525 after falling from his horse and was succeeded by his eldest son, William.

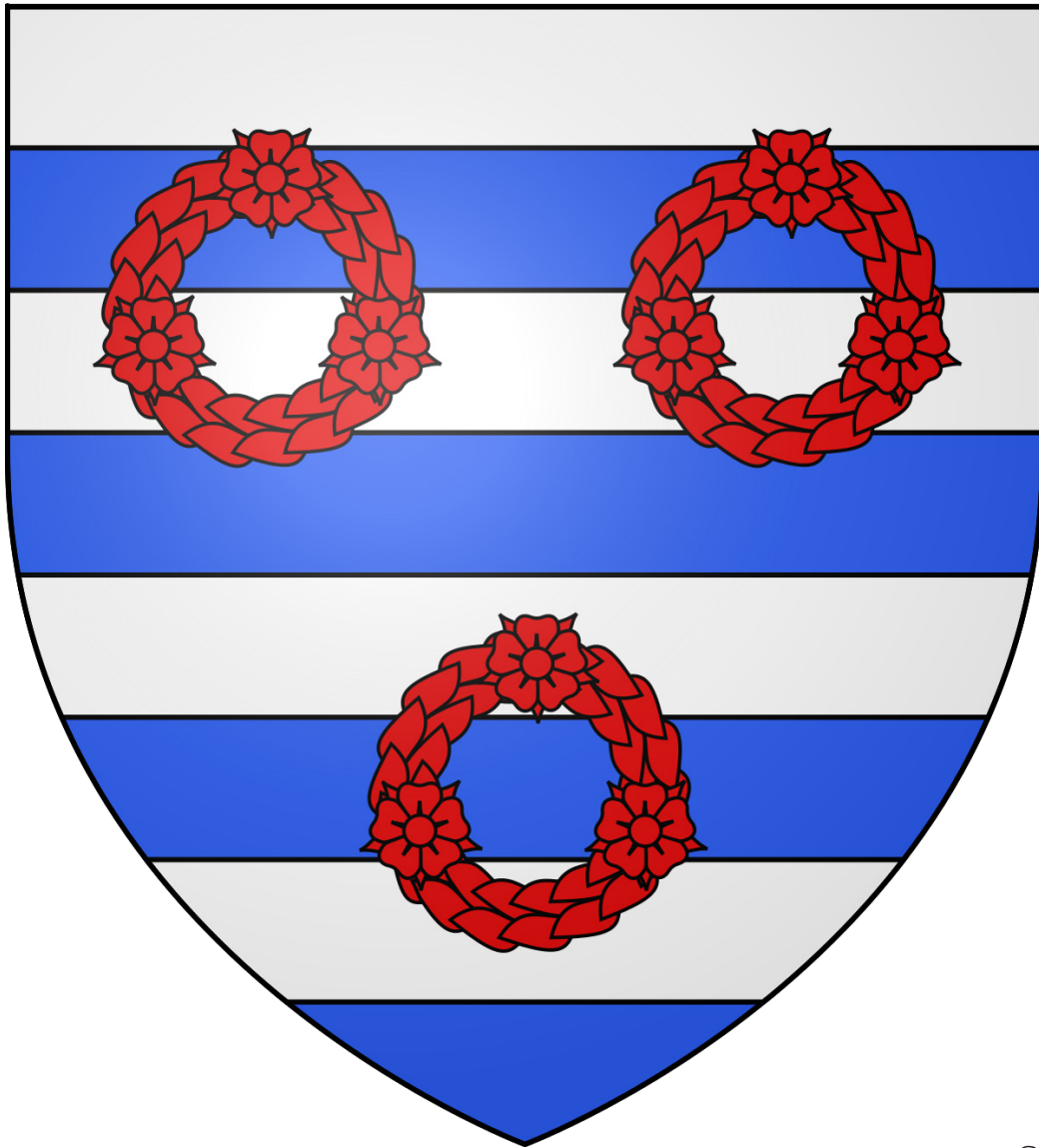
The Dacres remained Lords of the Manor of Tranwell and High Church until the death of William's son, John in 1569. Although there was a claimant for the Morpeth Barony it was decided officially that it had instead gone into abeyance since he left 'only' three daughters married into the family of the Duke of Norfolk. William Dacre's widow had later married Thomas, the 4th Duke of Norfolk. The Lordship descended with John Dacre's third daughter, Elizabeth, who married Lord William Howard of Naworth Castle in Cumberland. In 1661, William Howard's great-grandson, Charles Howard was created Baron Dacre of Gillesland, Vis-count Howard of Morpeth, and Earl of Carlisle and therefore the Lordship of the Manor of Tranwell passed to the Earls of Carlisle. The manor remained in the hands of the Earls until the death of Charles, the 12th Earl in 1994 when it passed to his son the Hon. Philip Charles Wentworth Howard who in turn sold it to the present Vendor in 2000.



1st Earl of Carlisle

Documents associated with this manor in the public domain

Abstract of title of Trustees of Earl of Carlisle's estates to land in Tranwell 1868.

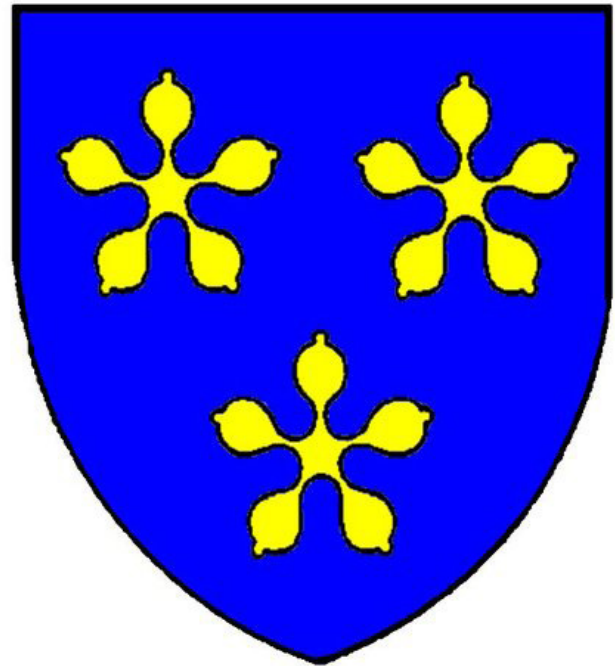


Greystoke Arms

The Lordship of the Manor of Cantley Netherhall, Norfolk

The Lordship of the Manor of Cantley Netherhall is an ancient one and its history can be traced back for the best part of a thousand years. It takes its name firstly from Cantley, which may have a variety of meanings. The Saxon *Canta's Leah* denotes land perhaps belonging to a man from Kent found in a wooded area, or *Leah*. Alternatively it may come from the Norse *Kant*, which means a marginal or border area and this may have belonged to *Canter* - a Swedish name. Netherhall means that the manor was found predominantly in the southern part of the parish, as opposed to the Upperhall in the northern.

The earliest reference to the Manor comes from William the Conqueror's great survey of England, made in 1086 where it is recorded as being a possession of Hugh de Gournay. His most notable contribution to the historical record came in 1084 when he was one of the founders of Caen Abbey. The family took their name from their town of origin in Normandy and Hugh's father was a Norman commander at the Battle of Mortimer against the French in 1054.



Bardolf Coat of Arms

Hugh died in around 1084 and was succeeded by his son Gerard who made an excellent marriage to Editha, the daughter of the magnate, Earl William de Warren. He is notable as the founder of Lessingham Priory on the coast near Cromer as well as being a cosignatory to the foundation deed of Caen Abbey. He was succeeded in his estates by his son Hugh (II) and then his eldest son Hugh (III) who was a supporter of Henry II's eldest son, Richard. He followed Richard on Crusade to the Holy Land and was present at the siege of Acre between 1189 and 1191. Hugh's loyalty to Richard extended into the succeeding reign of his younger brother, John and he was a prominent supporter of the Barons who opposed the king. As a result his English estates were seized by the Crown and Cantley administered by a royal official but by the time of Hugh's death in 1223 they had been returned to him by Henry III.

Hugh's successor, also called Hugh (IV), didn't tarry in flouting the wishes of the king. He is said to have *"highly incurred the King's displeasure,"* by attending a tournament in Nottingham that he had been expressly forbidden to take part in. Soon afterwards he went one step further and *"boldly presumed to hunt with Hound and Horn for the space of three days, in the King's Chase at Bristol, without leave, and contrary to the command of the Foresters. Whereupon the Constable of the Castle of Bristol was required to seize all his Lands, Goods, and Chatties, within his Liberty."* On this occasion the king stopped short of stripping Hugh of his lands but his card was surely marked and he largely disappears from the record until his death in 1239.

Hugh's heir was his only daughter Julia and through her marriage Cantley passed to, William Bardolf the feudal baron of Wormegay, near to King's Lynn. In 1254 Bardolf was granted a right of Free Warren for his demesne land in Cantley and is likely to have established a park as a result. At his death in 1289 Cantley is numbered among his numerous manors and estates which spanned eight counties. Initially it passed to his widow, Juliana, who died in 1294. Her heir, Sir Hugh was born in 1255 and once he had inherited his parents' estates he was summoned by writ to the Parliament of 1294, where he was addressed as the first Baron of Wormegay. He was a military man and he accompanied Edward I during his campaign in Gascony and then, in 1300, he travelled with the king to Scotland, serving in the king's army under the

command of the Earl of Leicester. In the same year, possibly whilst he was away with the king, Cantley and his estates were the subject of an organised raid. On March 22 a Commission of Oyer and Terminer - a court of inquiry - was established to investigate the taking of 'deer, hares and rabbits' from Cantley and other Manors belonging to Bardolf. As well as traditional game 'eyries of sparrowhawks, herons, spoonbills and bitterns' were also removed suggesting a well organised operation.

When Sir Hugh died, in 1302, the Manor of Cantley was recorded in some details and was noted as containing the following demesne; *A Capital Messuage and 80 acres of arable 10 acres of meadow, several pasture, a salt marsh, 6 acres of rushes, 4 acres of wood, a windmill, rents of 21 free tenants and 90 customers and cottagers, hens, works etc and pleas of court and view of frankpledge.* This was evidently a complex but populated Manor. The numerous customers would have small plots, not much more than allotments and perhaps some rights to collect birds on Cantley marshes. Many of their feudal parcel survived into the 18th century, and in some cases the 1930s.

Sir Hugh was succeeded by his son Sir Thomas, who was summoned to the first Parliament of Edward II in 1307 and served this wayward monarch and his successor until his own death in 1330. The Manor remained in the hands of the Bardolf family until the mid 15th century when they passed by marriage to John, first Viscount Beaumont. After Beaumont's death in at the Battle of Northampton in July 1460 the Manor was inherited by his son, William. This Beaumont was staunchly Lancastrian and fought with them at the bloody battle of Towton on 29 March 1461. He was taken prisoner after the battle and in Parliament Edward publicly stripped him of his lands, which were placed in the hands of William, Lord Hastings. This situation lasted until 1470 when Henry VI was restored to the throne and the Lancastrians were for a moment, pre-eminent once more. This brief hiatus was ended at the Battle of Barnet in 1471 and Beaumont fled to Scotland.

In 1515 Cantley Netherhall was granted to Sir William Arundel, Lord Matravers and this family held it until 1544 when it was sold to the Crown. In 1557 Queen Mary sold the manor to a successful lawyer, Thomas Gawdy. He was succeeded by his son, Henry who followed his father into the law and was made Sheriff of the county in 1608. Earlier he had been made a Knight of Bath in James I's first honours list in 1603. After his death in 1620, Sir Henry was succeeded by his son Sir Robert Gawdy, who resided at Claxton Castle and married Winifred, the co-heir of Sir Nathaniel Bacon of Stifkey. In 1703 the last of the Gawdys, Sir William died without a male heir and Cantley Netherhall passed to his daughter Jane, wife of the unusually named Harbord Harbord and he became Lord of the Manor on his father-in-law's death.

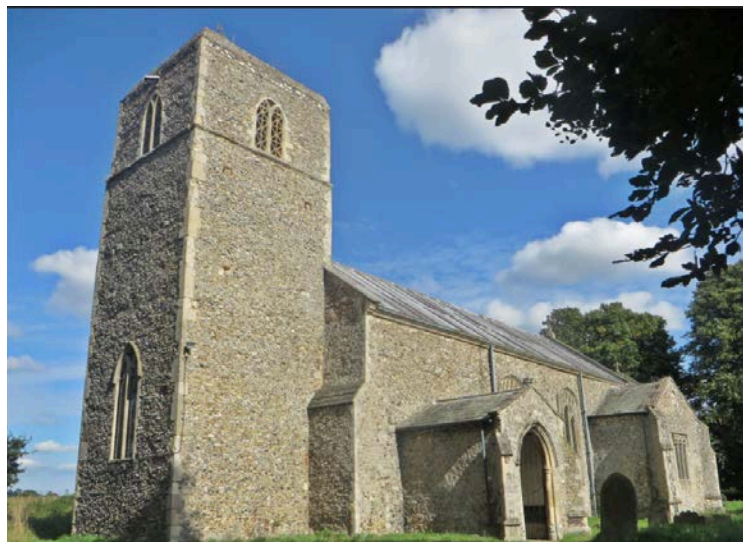
The Harbord family were owners of an estate at Gunton but Harbord Harbord had begun life as



Harbord Cropley and this was his name when he married Jane, but on the death of his uncle, John Harbord, he changed his name in order to inherit. Harbord died childless in 1742 and the Manor came to his nephew, Sir William Harbord.

Like his uncle, Sir William changed his surname, to Harbord by Act of Parliament, on his inheritance (from Morden). He also reunited the divided Rant estates by marrying Sir William Rant's granddaughter, Elizabeth. In 1745 he was created a Baronet and died in 1770. His son, and heir, Sir Harbord Harbord sat as a Whig MP for Norwich from 1768 to 1786 and was made Groom of the Bedchamber to George III in 1763. As a reward for his royal services, Harbord was raised to the peerage as Baron Suffield in 1786. In around 1806 Suffield sold the manor to William Henry Gilbert who died in 1832. His estates then descended to his son William Alexander who, like his father, resided at the manor house and by the time of his death in 1887 was the owner of most of the parish. His successor, Lt.-Col. Herbert Henry Gilbert, was a Justice of the Peace and an officer in the 20th Hussars. He died in 1932 and the Manor passed to Geoffrey Gilbert. The last of the family, Patrick, inherited the title in 1968 and sold the manor to the present owners.

Cantley Netherhall lies in the parish of Cantley in the Broads area of the county, on the North bank of the River Yare.



St Margaret Cantley Norfolk, England

Documents associated with this manor in the public domain

1527-1528: court roll

1486-1580: minutes, with suit of court 1559

1500-1600: lists of tenants, 16th cent

1553: estreats

1563-1590: court book (draft)

1564: rental

1577-1598: court book

1611-1613: minute book

1614-1618: minutes

1625-1651: court books (2)

1697-1925: court books

1718-1781: minute books

1731-1768: rental

1788-1869: minute books

1794-1807: rentals

1875-1876: fine and fee book

1875-1879: minute book

The National Archives

Norfolk Record Office

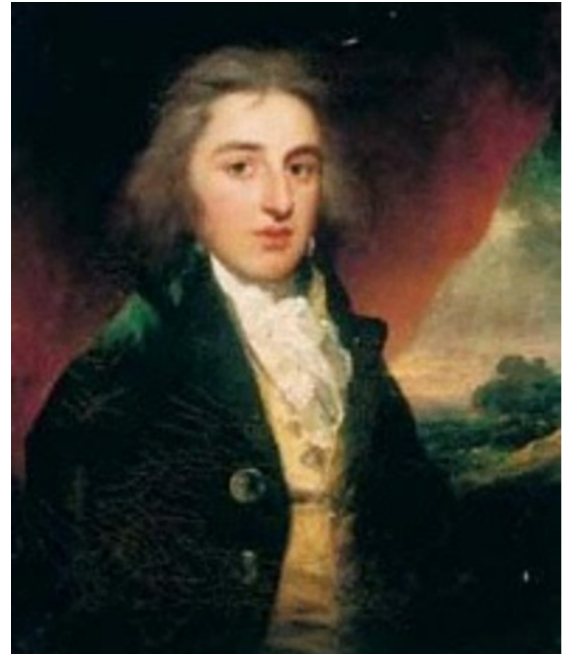
The Lordship of the Manor of Covington, Huntingdonshire

Two and a half miles from Kimbolton Station lies the parish and manor of Covington. The parish consists of 1,294 acres of land, mostly light clay soil, divided roughly in half between pasture and arable. The two main buildings in the village are the parish church of St Margaret and Covington Hall, a 17th century house.

The Lordship of the Manor was first recorded in Domesday Book in 1086 and was recorded as consisting of 18 villagers, 5 lord's plough teams and 8 freemen's plough teams. It was valued at £10. The pre-Norman owner had been Aschel but by 1086 it was in the hands of Roger de Ivry. He was the son of Roger Perceval, who had arrived in England with the Conqueror and who had been granted a large fief in Oxfordshire. Roger had inherited Covington at the time of his father's death in 1079. This Roger was forced into exile after William II seized the throne in

1087 and he died in Normandy soon afterwards. Covington was seized by the Crown and remained in its possession until 1110. Henry I granted the De Ivry estates to the De Walery family and Bernard was recorded as holding one and a half fees here in 1210. This Lord was named Bernard, who died a few years later in 1212. He was succeeded by his eldest son, Thomas who died a mere seven years later, leaving an only child, Annora, who had married Robert de Dreux.

The overlordship of the manor descended with the Earls of Cornwall after it was seized from De Dreux by Henry III. The manor itself resided with the Bayeux family, who had held land here as feudal tenants of Roger de Ivry. Full de Bayeux held the manor and advowson in 1228 and his son or grandson, John was dealing with Covington in 1271. Robert de Bayeux did homage to the Earl of Cornwall for Covington at the beginning of the 14th century. The family was becoming more powerful in the county and Robert served as sheriff in 1310. His son and heir, Sir Richard was sheriff in 1332 and held a number of other offices. During the middle of the 14th century there was a complicated division of the manor between various member of the Bayeaux family and Sir Richard Burton. Both the Bayeux and Burton families remained in control of Covington until the end of the 14th century when it is found that the manor resided in the possession of John de Bayeux, who inherited it in 1397. In 1428 he was assessed for feudal service as holding the fee of Covington but the overlordship of the Earls of Cornwall appears to have lapsed. After his death sometime after 1446 it passed to his widow, Margaret and after her death in 1468 it was vested in her daughter from her second marriage to Robert Stanhope, also Margaret. In 1479 Margaret granted the manor and advowson of the church of St Margaret, to William and Thomas Sapcote. Presumably brothers, they were succeeded by William's son, Sir Guy Sapcote who left two daughters as his heirs, Elizabeth and Anne, with Covington eventually passing to the latter.



William Montagu 5th Duke of Manchester



Bayeux Arms

Anne firstly married John Broughton of Toddington and after his death, Sir Richard Jerningham. Jerningham was a well connected scion of a Suffolk family who entered service as a Gentleman of the Chamber to Henry VIII when he came to the throne in 1509. As such he was liable to a number of duties, one of which was to travel to Germany to purchase armour for the king. Two years later he accompanied Henry (presumably clad in Jerningham's armour) during his campaign in France and was knighted at Tournai in September 1513. He was further rewarded with the governorship of the city until it was returned to the French in 1519. Famously he was called out as one of the sad and ancient knights appointed to the Privy Chamber later that year. The Chronicler, Edward Hall wrote

divers of the Privy Chamber which had been in the French Court, and banished them the Court for divers considerations, laying nothing particularly to their charges . . . which discharge out of the Court grieved sore the hearts of these young men, which were called the King's minions. Then was there four sad and ancient knights put into the King's Privy Chamber, whose names were Sir Richard Wingfield, Sir Richard Jerningham, Sir Richard Weston and Sir William Kingston

Despite this criticism, Jerningham accompanied the king to the famous meeting with Francis I of France at the Field of the Cloth of Gold, where he fought in the joust. He served Henry in various diplomatic capacities until his death in 1526.

After the death of Jerningham, Anne married for a third time, to John Russell, the first Earl of Bedford (second creation) and eventually the manor passed to Edward, the third Earl. In 1594 he settled the manor of Covington for life, on his father-in-law, the courtier, Sir John Harington. In 1614 Bedford sold Covington for £3,475 to two London lawyers, Christopher Turner and John Lootes. The former's son and heir, Christopher Turner was created a Baron of the Exchequer, one of the judges of the Pleas, which settled matters of common law. At his death in 1675 the manor appears to have entered another division between members of the Turner family and its precise descent is difficult to discern or describe since it was divided into as many as nine shares or moieties. The principal share was held by the Dukes of Manchester and it through this line that the manor was unified and eventually passed down to. In 1918 the 9th Duke sold the manor to Benjamin Measures JP. He was succeeded by his son Charles before the title was sold to the ancestor of the present owner.

Covington Church



The Lordship of the Manor of Hardwick, Nottinghamshire

The manor of Hardwick is found with the ancient and sprawling parish of Worksop and forms part of the estate of the former Dukes of Newcastle, called Clumber Park. Hardwick, or Hardwick Grange as it was often known, composed the farm land of what is referred to as *this princely domain* of Clumber. In the 19th century, when the Dukes were at their zenith of wealth and influence, Hardwick village was redeveloped as an estate village and almost all of the attractive houses and buildings which the Dukes erected are still standing. There are now some 26 listed buildings within the area which were built in a Neo-Elizabethan style for the estate labourers and workers. The village lies at the head of Clumber Lake.



Thomas Pelham, 1st Duke of Newcastle

Hardwick formed one of two manors within Clumber before the Norman Conquest. After 1066 these came under the stewardship of Roger de Busili, one of William's vassals who had fought at Hastings. Hardwick was one of a staggering 86 manors granted to him by the Conqueror in Nottinghamshire alone. At the beginning of the 12th century it appears that Hardwick had been granted to a local family by the name of Lovetot. It was through this family that Hardwick passed by a deed of grant to Worksop Priory which had been funded by William de Lovetot in 1103. The Priory was gifted "*two bovates of land in Herthwik at Utware,*" so designated to distinguish it from another ware (weir) or dam, no doubt for the supply of a mill in Worksop called Inware, in these charters

During the reign of Edward I. in 1286, a charter of free warren was granted to the Prior for his possession in Hardwick. There is scant mention of the Manor from this period until the Dissolution of Worksop Priory in 1538. In 1544 Hardwick, together with Osberton, was granted to Robert Dighton but within a short period Dighton obtained a licence of sell the property to Richard Whalley.

The date at which the Dukes of Newcastle obtained Hardwick is rather uncertain. There is reference to William, Earl of Newcastle leasing a property known as Old Hardwick to Henry Marshall in 1630. Later in the 17th century there is a lease of Hardwick Grange between Henry, Duke of Newcastle and John Mozine of Carburton which dates from 1677. The same property was leased just four years later to John Fitzherbert of Derbyshire and then four years later to Edward Sharp of Elsley.



Houses in Hardwick Village

By the beginning of the 18th century, Hardwick was at the centre of the Clumber Estate, wholly owned by the Newcastles and forming a 4000 acre area of parkland, water and farmland. In 1711 the estate was inherited by Thomas Pelham, the nephew of the Duke of Newcastle upon Tyne, who had died childless. A year later, the already wealthy Pelham became 'fabulously' rich when he inherited his father's estates in Sussex and his title of Baron Pelham of Laughton. His combined lands gave him an income of £32,000 a year, an astronomical sum in 1712. He not only controlled vast lands but these gave him considerable political influence and when George I came to the throne in 1714, Pelham was raised to the peerage as Viscount Houghton. Within the year he was raised yet again and was given the titles Marquess of Clare and Duke of Newcastle upon Tyne. He quickly formed a friendship with the new king and was appointed to the Garter in 1718. There followed a rapid political rise, culminating in him becoming Secretary of State for the Southern department in 1724 which was essentially the position of foreign minister. He became one of the dominant politicians of the 18th century. Newcastle served as the Foreign Minister under Walpole from 1730 to 1739 and he played a major part in formulating the Treaty of Vienna in 1731. This effectively reorientated Britain policy away from Europe towards a more mercantilist outlook. His actions and accomplishments are too many for this short history but can be summarised by naming the positions he held. He served as Minister of War from 1739 and then as Foreign Minister once more from 1748 to 1754. After the death of Henry Pelham in March 1754 Newcastle ascended to the position of Prime Minister. However, his two and a half years in this post proved the least successful of his career and after a series of blunders he was forced to resign in November 1756. This wasn't the end of his career, since he remained as Minister of Finances under Pitt. He finally left office in 1767 and died a year later.

In the 1840s the Clumber estate was described by one contemporary to have been developed *within the life of man, [from] a dreary wilderness . . . into a paradise, in the midst of which stands this palace of enchantment*!. The land of Hardwick Manor formed what eventually became known as Hardwick Farm or Home Farm and was celebrated in the 19th century at being stocked by a prize winning herd of cows overseen by the Duchess Newcastle and which won a number of agricultural prizes. The Manor of Hardwick remained in the possession of the Dukes until the late 20th century when it was purchased by the family of the present owners.

Clumber Park Nottinghamshire



The Lordship of the Manor of Haydon Bridge, Northumberland

Haydon Bridge lies 20 miles west of Newcastle on the Northern banks of the River Tyne. It includes a historic bridge, first built in 130- and rebuilt in 1776. It was a frequent holiday destination of the poet Philip Larkin who stayed with his friend, Monica Jones at a house in Ratcliffe Street.

The first Lords of Haydon Bridge were the Tindale family, who were in possession of it in 1165. Adam de Tindale was Sheriff of Northumberland in 1190 and was married to Helwise, the daughter of a local chieftain. Little is known of the Tindales save for the fact that Adam's son and heir, Adam, was the last of the male line, and on his death the manor passed to his only daughter, Philippa. In around 1220 she married Adam de Bolteby, a rather an obscure figure, who died in 1291. Their only surviving child was Isabel



Sir Edward Radcliffe

who married Thomas de Multon, the son of Adam de Multon, and who changed his name to Lucy, in honour of his maternal family. Thomas died in 1305 and was succeeded by his eldest son, also Thomas, who survived for only three more years before he died childless in 1308. The manor thus descended to his younger brother, Anthony. He soon became embroiled in the seemingly endless warfare between the English and Scots, which rendered the area around Haydon Bridge practically a wasteland. He served on the English Marches (the border area between the two kingdoms) in both 1309 and 1311, and was knighted for his services by Edward II (1307-1327) in 1314. In that same year he took part in Edward's disastrous Scottish campaign, which culminated in the ignominious defeat at Bannockburn. Lucy escaped the battle field but was later captured at Bothwell Castle and was held by the Scots for over a year. After his release he returned to front line duties and was made sheriff of Cumberland in 1318.

Three years later he was summoned to parliament as Lord Lucy, but soon afterwards was accused by his rival, Sir Andrew Harclay of holding rebel sympathies. Lucy appears to have been entirely innocent of the charges and had his revenge in 1323 when Harclay made an illegal peace treaty with the Scots. Anthony personally arrested Harclay at his castle in Carlisle, on the orders of Edward II. He was rewarded for his services with a grant of 100 marks from the king, and the honour of Cockermouth.

In March 1333 Lucy led an army into Scotland, and defeated the garrison of Lochmaben. Between June and September 1334 he held the custody of Berwick Castle and in the following year he took part in a further invasion of Scotland, led by Edward III and Edward Balliol. After the campaign he was rewarded with a number of land grants in Scotland and continued to lead raids north until 1342, when he undertook to stay on the March with thirty men-at-arms and thirty archers. The years of warfare finally took their toll on Lucy in June 1343 when he died.

Anthony Lucy was succeeded by his son Thomas and although we know relatively little about him he was given the position of Warden of the Marsh of Scotland. His duties were not confined to the North since he accompanied King Edward III to Normandy and took part in the battle of Cressy in August 1346. Thomas died in 1365 and Haydon Bridge passed to his son, Anthony who died soon afterwards whilst on a pilgrimage to the Holy Land. The lordship then came into the possession of Anthony's only child, his daughter, Joan aged just 2 years old. She did not live long enough to enjoy her fortune and on her death the Barony descended to his aunt, Maud, the wife of Sir Gilbert de Umframville, the Earl of Angus. Maud later married Henry Percy, Earl of Northumberland, and the Lordship thus came into the hands of the family often styled as 'Kings of the North'.

Percy was a high ranking official in the latter rule of Edward III and supported the young Richard II on his accession in 1377. For his loyalty, Percy was rewarded with the Earldom of Northumberland and the title of Marshal of England. Within a few years, Percy fell out with John of Gaunt, the Duke of Lancaster and was largely excluded from power. However, the sheer scale of Percy's land estates, including Haydon Bridge, which he had received from his marriage to Maud, meant that he had to be accommodated by Gaunt if the North of England was to be protected and governed in the king's name. The Percy family had made the North and the border country a virtual fiefdom and were practically given a free hand in dealing with the Scots. As the reign of Richard II continued, Percy became disillusioned with the king, as many did, and declared his support for Henry Bolingbroke's. He acted as Henry's commander after he landed in England in 1399. When the Richard was deposed later that year he became a central part of the regime, but eventually a number of disagreements between the new king and his nobleman arose, chiefly over policy and money. In the summer of 1403 matters reached a head and Percy revolted but his rebellion was ended swiftly at the battle of Shrewsbury where Percy's famous warrior son, Henry 'Hotspur' was killed. The earl was forced to submit to the king and though he was tried by his peers his power was too great for him to be seriously punished and he escaped charges of treason. He was allowed to keep his estates but had much of his political power stripped from him.

Haydon Bridge continued in the hands of the Percy family until 1460 when it was forfeited to the Crown after the Lancastrian third Earl, Henry, was killed near Wakefield by a Yorkist army. Edward IV granted the manor to John Nevil, the Marquess of Montacute for a period of six years and then it was given back to the Percy family when Henry Percy, the fourth Earl of Northumberland, became the new Baron. The descent of the lordship after this time is rather obscure. It seems likely that the Percys, in reduced circumstances in the 16th century, sold off the estate, perhaps to the Crown. It appears in the hands of John Murray, earl of Annandale, in 1641 who then sold it, in the same year, to Sir Edward Radcliffe.

Sir Edward fought for Charles I during the Civil Wars of the 1640s and as a result his estates were forfeited to Parliament in 1652 at the war's end. Fortunately he had settled his estates on his trustees for life in 1638, with a reversion to his son and heir, Francis. Instead of the estate passing to Parliament his trustees sold the estates and they were repurchased for the family by Francis for £10,000.

Sir Edward lived long enough to see the restoration of Charles II in 1660 and at his death in 1663 the Cumberland estates including Haydon Bridge passed down to Sir Francis Radcliffe. The family remained devout Catholics and attempted to avoid conflict with the Government, though, in 1679, Sir Francis was briefly arrested in connection with the allegations made by Titus Oates, in a general hysteria against those who adhered to the old faith. When the Catholic James II came to the throne in 1685 he was raised to the peerage as Earl of Derwentwater. His son, Edward was married to Lady Mary Tudor, the fourteen year old illegitimate daughter of Charles II.

Old Haydon Bridge



Edward died only a few years later, in 1705 and the estate passed to his son, James, who was then a minor. He was schooled on the continent and came into contact with the Stuart pretender, James II, who was only a year older than him. He returned to England in 1709, after reaching his majority and took possession of the family estates. On 6th October 1715, the third earl of Derwentwater rode from Dilston and joined a number of English Jacobites in raising the Stuart flag on nearby Greenrigg. The Jacobite army marched south but was forced to surrender at Preston. Derwentwater was taken to London and impeached before the House of Lords. All the leading Jacobite were found guilty of High Treason and sentenced to death. Despite a great effort by many of his peers to have the sentence overturned the Government insisted that Derwentwater should receive his punishment and 24th February 1716, the earl was beheaded at the Tower.

After Edward's execution his whole estate was seized by the Crown and the majority of it, including the Haydon Bridge was granted to Greenwich Hospital. Hospital records show that when the estate was granted to it, it consisted of the castle ruins, manors and estates known as;

'...Fourstones, Allerwash, Pettenraw, Haydon Bridge, Espehill, Millhills, Pagecroft, Altonside, Brokenheugh East, Brokenheugh West, Haydon, Lipwood, Cutshill, Teadcastle, Plankeford (alias Plankey, alias Plankey Pasture), Lees Vaunce, Deanraw, Silly Wray, Lightbirks, Harsondale, Harley Hill (alias Harlow Field), Pleander Heath (alias Plender Hath), Tofts, Bogglehole, Whinnetley..'

This was an important estate for the Hospital since it generated a good deal of income from its rich mineral wealth. It derived rents from leasing out mining rights, which continued well into the 20th century. The Royal Naval Hospital for Seaman was founded by royal charter at Greenwich in 1694 on the site of the former royal palace. The charter laid out the aims of the hospital to be

'the reliefe and support of Seamen...belonging to the Navy Royall... who by reason of Age, Wounds or other disabilities shall be incapable for further service...And for the Sustentation of Widows and the Maintenance and Education of the Children of Seamen happening to be slain or disabled. Also for the further reliefe and Encouragement of Seamen and Improvement of Navigation'.

Greenwich Hospital was built on the site of the Palace of Placentia, this royal palace had been empty since the English Civil War and was demolished in 1694. The hospital was the brainchild of Mary II and as well as providing for pensioners, took on the role of a welfare support for seamen. From 1712, it began to support the education of poor sons of seamen for naval service, a role that developed into a regular school, eventually housed, thanks to George III, in the Queen's House at Greenwich. As well as the lands of the Radcliffe's the hospital received a number of other estates, including the property of Captain Kidd, executed for piracy some time earlier; and a proportion of the prize money won in the great naval wars of the 18th century. Today the Hospital derives its income wholly from its investments, including income from commercial, agricultural and residential property, particularly in Greenwich, where it owns a large part of the town centre, including the market, which it has run since 1737



Greenwich Hospital

Documents in the Public Domain Associated with this Lordship

Estreats 1610-1611

National Archives

Greenwich Hospital Northern Estates c1800

Admiralty Estates including Haydon Bridge 1902-1934

The Lordship of the Manor of Stanton Drew, Somerset

THE LORDSHIP of Stanton Drew lies in the parish of the same name, between Pensford and Chew Magna. Perhaps the most notable feature in the Lordship is a large standing stone known as *Hautville's Quoit*. This was once a much larger rock, supposed to have weighed over thirty tons, but it was gradually chipped away over the centuries as the local inhabitants used it for mending their roads and houses. The quoit is a late megalithic burial chamber with a romantic legend attached to it. It is said that a local giant, named Sir John Hautville, lived nearby on the top of May Knole Hill and was supposed to have thrown the rock from the summit of his hill to where it now lies when he was clearing land to build a house. In the 18th century it is



Round Cottage

recorded as lying in a full circle of other stones but many since appear to have been lost or removed, though many remain. Nevertheless it formed part of a large complex which some archaeologists think may have been a structure to rival Stonehenge.

The Lordship of Stanton Drew is first mentioned after the Norman Conquest when it was found in the hands of the Stanton family. First Roger, then William and then Hugh de Stanton were its lords and by the reign of Henry II (1154-1189) it was in the possession of Robert de Stanton who held it by service of two knights fees. His heir was Geoffrey de Stanton who held a number of estates in the area as well as this Lordship, including Timborough and Stowey. A Lord of the Manor from a following generation was known as Drogo de Stanton and from this name came the derivation of Drew, for which the Lordship was subsequently known. By the reign of Edward III (1327-1377) the family had adopted the surname Drew, and in 1338 we find Walter Drew as Lord of the Manor.

Artist reconstruction of the Standing Circle





Remaining quoit and stones

In the 14th century the Drew family were succeeded by the Clerke family and in the 1440's Robert Clerke granted Stanton Drew to a local man, Richard Choke and this family held it until the early 16th century. The most noted member of this family was undoubtedly Sir Richard Choke who inherited the Lordship from his father, John. Sir Richard was born in the parish and the family were so prosperous that he could afford to seek a career in the law. He was a member of the Middle Temple in London and in 1453 was created king's serjeant a position which he served until 1461. He then served as a justice of the Common Pleas until 1483 and during this period was knighted (in 1465). His activities in the law were widespread and lucrative and he often received royal commissions. For instance, he was granted a commission to raise money for the defence of Calais during the reign of Henry VI. During the reign of Edward IV he acted as a justice of assize for seven counties and as a justice of the peace for Staffordshire and Worcestershire. In 1469 Choke was a party to a sentence of attainder against Sir Thomas Hungerford, who had been arrested for planning to assassinate King Edward in a Lancastrian plot. Evidently he served the Yorkist cause well since he retained influence into the 1480s and was summoned to the Parliament of 1482. When Lord of the Manor of Stanton Drew he entered into a protracted law suite against John Boteler over possession of it. The basis of Boteler's claim on the manor is not known but it may have been connected to a mortgage that Choke took out on his property. The suite ended, after a number of years, in 1452 when he achieved a final release from Boteler of any interest he may have held. Hostility between the two families was finally ended two years later by Boteler's sister, Edith Sampbroke, who confirmed Choke as the legitimate Lord.

Choke's advice and administrative skills were sought after and he acted for a number of eminent men of his day, including William, Lord Botreaux, Sir John Fastolf (on whom Shakespeare's Falstaff is based) and Humphrey, duke of Buckingham. As well Stanton Drew he held the Manors of Long Ashton, Temple Cloud and Ranston in Dorset. He is thought to have kept a 'great house' at Long Ashton which was lavishly furnished and there is a monument and effigy to him at the parish church there.

The grandson of Sir Richard, Sir John Choke, eventually sold the Lordship of Stanton Drew to Giles, Lord Daubney. Daubney had served both Edward IV and Richard III but finally rebelled against the latter and joined the forces of Henry Tudor in Brittany. When Tudor invaded England in 1485 Daubney accompanied him and fought at the battle of Bosworth at which Richard was defeated and Henry ascended to the throne as Henry VII. Daubney became one of Henry's most trusted advisors and a powerful figure in the South-West of England. A year after Bosworth he was raised to the peerage as a baron. He served Henry in a number of capacities until finally becoming Lord Chamberlain in 1495. At his death in May 1508 he was rewarded with a magnificent funeral in Westminster Abbey an alabaster effigy of him still survives.

After Daubney's death, Stanton Drew came into the hands of Sir John Cooper. His son and heir, Anthony-Ashley Cooper was a notable politician of the era who fought for Charles I and then Parliament in the Civil War. He was raised to the Peerage as the first Earl of Shaftesbury in 1672. The Lordship of Stanton Drew later passed out of the Cooper family and into the possession of the Coates family before later descending to the Strachey family in the 19th century. The Strachey family held the Sutton Court Estate, which Stanton Drew formed part, until 1973 when, on the death of the 2d Baron Strachie it passed to his great nephew Lord O'Hagan, who held the manor until it was sold to the present owner in 2008.

The Lordship of the Manor of Triemain, Cumbria

Triemain is an ancient place. Various known and spelt as Triemain, Triemaine or Troddermaine, it lies in the parish of Lanercost, 10 miles West of Carlisle. The southern boundary of the Manor includes the famous roman excavated site of Birdoswald and follows the route of Hadrian's Wall.

This district of Cumberland was wild and warlike at the time of the Norman invasion of 1066 and it took the new rulers of England many years to subdue it and bring it fully under their control. This manor appears to have been part of the Barony of Gilsland, which was granted to Ranulphus de Meschines by William I. The earliest mention of Triemain appears in the 12th century when it was held by Hubert de Vaux as part of the barony, which was centred at his new castle at Naworth. At his death in 1165 his lands passed to his son Robert. He is remembered chiefly for founding Lanercost Priory in 1169 and defending Carlisle from William I of Scotland in 1174. He was succeeded by his Brother Ranulf in 1195. He was the father of an illegitimate son, Roland, who was later granted the Lordship of Triemain by his half brother, Robert. Roland was immortalised as the ideal expression of romantic chivalry in a poem by Walter Scott. At this point, at the beginning of the 13th century, there was a castle situated at Triemain, forming part of the border defences against the Scots. It was described in a Elizabethan source, by which time the castle had sunken into ruin as formerly *a house of great strength and a very convenient place for both annoying of the enemy and defending the county thereabouts*. The remains of Triemain Castle today consist of single remaining wall.

The Vaux family continued to hold Triemaine into the 14th century. In around 1377 it passed to another Roland de Vaux, who farmed the manor and its neighbour, Tercrosset. This was still an area which lay outside the grip of royal power and Vaux was known for taking part in illegal raids across the border, often pursuing private feuds and vendettas. In 1380 the earl of Douglas wrote to John of Gaunt, duke of Lancaster, to complain that Faux's violent activities were threatening the delicate truces held between the two nations. He told Gaunt of how Vaux had repeatedly ridden into Scotland, seizing 'booty' and prisoners for ransom. Vaux was publicly and privately rebuked by Gaunt, but this made little difference and he continued his actions, including waging a private war with the Abbot of Shap and his tenants. Such was the weakness of the central state over the borderlands that when a new truce was declared in 1398, Vaux was named as one of the securities for its preservation!. By the time of his death in 1412 he had accommodated himself to royal control after supporting Henry Bolinbroke's seizure of the Crown in 1399 and, as a Member of Parliament, signed Richard II's deposition order.

The remains of Triermain Castle. © Mike Quinn



The Dacres family became Lords of the Manor of Triemain in the latter half of the 15th century and on the marriage of John Dacre's third daughter, Elizabeth to Lord William Howard of Naworth Castle in Cumberland it passed to the Howards. In 1661, William Howard's great-grandson, Charles Howard was created Baron Dacre of Gillesland, Viscount Howard of Morpeth, and Earl of Carlisle. The manor remained in the hands of the Earls until it was sold by the 12th Earl in 1987 to the family of the present holder.

Triemain is perhaps best known for lending its name to a poem by Walter Scott, *The Bridal of Triemain*. This was published anonymously in 1813 and is an interweaving of three Lake District stories: an 18th century courtship between Arthur and Lucy, Lyulph's Tale, an Arthurian legend and that of Sir Roland de Vaux, who we have already encountered. This extract is taken from the third Canto and romantically describes de Vaux challenging his adversaries in the mountains;

Forth from the cave did Roland rush,
O'er crag and stream, through brier and bush;
 Yet far he had not sped
Ere sunk was that portentous light
 Behind the hills, and utter night
 Was on the valley spread.
He paused perforce, and blew his horn,
And on the mountain-echoes borne
 Was heard an answering sound,
A wild and lonely trumpet-note;
 In middle air it seem'd to float
 High o'er the battled mound;
And sounds were heard, as when a guard
Of some proud castle, holding ward,
 Pace forth their nightly round.
The valiant Knight of Triemain
Rung forth his challenge-blast again,
 But answer came there none;
And 'mid the mingled wind and rain,
Darkling he sought the vale in vain,
 Until the dawning shone;
And when it dawn'd, that wondrous sight,
 Distinctly seen by meteor light --
 It all had pass'd away;
And that enchanted mount once more
A pile of granite fragments bore,
 As at the close of day.

Documents in the Public Domain Associated with this Lordship

Fines	1553-1553	Cumbria Archive Centre, Carlisle
Rental and Survey	1588-1589	
Fines	1600-1900	
Map	1603-1608	
List of Tenements	1616-1618	
Descent and alienation fines	1667-1711	
Enrollments	1743	
Plan	1750	
Ancient Rents and Greenhews	1751-1759	
Bailiffs accounts	1757-1791	
Court leets and Valuation	1757	
Ancient rents	1759-1840	
Steward's Rentals	1769-1826	
Extracts from court rolls	1792-1814	
Bowman's Survey	1828-1832	

Castle Rock of Tremain



OUR TERMS OF SERVICE

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.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you engaged us.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

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

3.5 **Limited to the UK.** Our services are limited to Lordship and Barony Titles in the UK. We accept instructions from intending purchasers outside the UK but we cannot reserve or put offers for Titles outside of the UK.

4. PROVIDING THE SERVICE

4.1 **When we will provide the service.** We will begin the services on the date we accept your instructions.

4.2 **Reserving a Title.** After you have applied to us for a particular Lot and we have accepted your instructions, we will promptly put an offer to the vendor. Subject always to contract as explained below, the Lot will be reserved on receipt of the Buyer Premium and the deposit from you in accordance with clauses 5.5 and 6.3 below and will stay reserved for a period ending three months from your receipt of the contract for purchase as explained in the next clause (or such longer period as we may confirm in writing after discussing with the vendor; depending on the Title the preparation of the contract for purchase may take longer than any timescale we may have outlined to you when we accepted your instructions).

4.3 **Contract for purchase.** On the vendor's acceptance of your offer, we will arrange with the vendor's solicitor the preparation of a contract for the sale and purchase of the Title between you and the vendor. Such contract will be on terms similar to the purchase of any land or property. Upon receipt of the contract we recommend that you take legal advice and appoint your own solicitor. To proceed with the purchase of the Title you must sign and date the contract and return it to us with the deposit and our fee referred to below.

4.4 **We are not responsible for delays outside our control.** If our supply of the contract for purchase to you is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay of more than six months from our acceptance of your instructions then, as a goodwill guarantee, you may contact us to end your contract with us for our services and receive a refund of the deposit and our fees.

5. OUR FEES

5.1 **Our fees ("Buyer Premium").** The fees for our services to you, known as the Buyer's Premium, equate to a stepped percentage of the price of the Lot agreed with the vendor.

(a) You will pay us 20% of the price agreed with the vendor up to £15,000 and 15% of the price agreed above £15,000, plus VAT on the overall sum. For illustration purposes, if the price agreed for the Lot is £20,000, and the prevailing rate of VAT is 20%, the Buyer Premium will be £4,500 (comprising £3,000 for the first £15,000 (at 20%), £750 for the remaining £5,000 (at 15%) and £750 for VAT (at the 20% prevailing rate).,

(b) You may also be required to pay a top-up fee too in the circumstances described in clause 6.7 below.

5.2 **Guide price for the Lots.** The guide price of each Lot is set out on our website and in the catalogue. All Lots are zero-rated for VAT which will not be payable on the price you pay a vendor.

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

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

6. THE DEPOSIT

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

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

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

7. YOUR CONSUMER RIGHTS

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

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

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

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

8. HOW TO END THE CONTRACT WITH US

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

- (a) **Phone or email.** Call us on 07957 444 473 or email us at info@manorialservices.com.
- (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 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.

What is a Manorial Lordship?

- 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 so-licitor 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 gener-ally traced back 50 or more years. Proof of ownership is sometimes found in family or es-tate documents: viz Assents, Probates, Wills, Mortgages, Settlements. Statutory Declara-tions 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 ad-duced 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 impropriatorship' or to maintain the village green).

1.3: Taxation

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

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

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

1.4: British and overseas owners and death

A Lordship has a value and for all Lords of Manors, it will count as an asset at death, un-less 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 purchas-er'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-venber 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-venber 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 Lord-ships) 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.

Manorial rights

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 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

Glossary

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 Yarl); not an hereditary office originally, but becoming so in the rein of Edward the Confessor.

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

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

Engrailed: with an indented edge in HERALDRY.

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

Escallop: scallop-shell ornament in HERALDRY.

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

Estreat: an exact copy.

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

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

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

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

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

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

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

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

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

Franklin: a freeman or yeoman in later medieval England.

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

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

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

Free warren: charter of sporting rights.

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

Gathering: a group of FOLIOS sewn together before binding.

Geld: see DANEGELD.

Gonfalon: banner or standard.

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

Great Domesday: see EXCHEQUER DOMESDAY.

Gules: red in HERALDRY.

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

Hauberk: knee-length tunic made of MAIL.

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

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

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

High Justice: power to inflict death.

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

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

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

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

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

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

Keep: central tower of a Norman castle.

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

Lineage: authenticated genealogy or pedigree.

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

its front legs in the air, in HERALDRY.

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

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

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

Mail: flexible armour made of interlocking iron rings.

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

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

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

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

Nasal: metal nose-piece attached to a helmet.

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

Or: gold or yellow in HERALDRY.

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

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

Pannage: right to pasture swine.

Pennon: long narrow flag carried on the end of a

spear or lance.

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

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

Piscaries: fishing rights.

Plain: blank, uncoloured space in HERALDRY.

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

Presentment: to introduce into court.

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

Proper: natural colours in HERALDRY

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

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

Rape: An area of jurisdiction in Sussex

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

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

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

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

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

Sable: black in HERALDRY.

Saracenic: relating to the Arabs of Syria or Palestine.

Satellites: records preserving copies of parts of the

earlier stages of the DOMESDAY INQUEST.

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

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

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

Smallholder: see BORDAR.

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

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

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

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

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

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

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

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

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

Terrier: register of landed estate.

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

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

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

Turbary: Manorial right to cut turf.

Valor: valuation

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

Vert: green in HERALDRY.

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

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

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

Witan: Anglo-Saxon and early Norman Royal Council.

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

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

Yardland: a quarter of a HIDE.

Yoke: Kentish and East Anglia - same as plough.

ABBREVIATIONS

NA: National Archives formerly Public Record Office

BL Cat: Catalogue of the British Library

BExtP: Burke's Extinct Peerage

BLG: Burke's Landed Gentry

Bod: Bodleian Library

BP: Burke's Peerage

BRS: British Record Society

Bull IHR: Bulletin of the Institute of Historical Research

Bull MSGB: Bulletin of the Manorial Society of Great Britain

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

The Manorial Society of Great Britain

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

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

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

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

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

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

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

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

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

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

Visit the website: www.manorialsociety.co.uk

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





Manorial Services

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