# Manorial Services
# A sale by private treaty

Vol. 12

Catalogue 2026

# A private treaty sale of Lordships of the Manor

# with

# Moulton Bewsolas Lincolshire

*Formerly a Crown Manor*

# &

# Dean Prior, Devon

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

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Front page image: John Smart,

## Lordships currently available


| Lordships of the Manor | Offers in the region | Pages |
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| Stainton, Cumbria | £8,500 | p. 22 |
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| Larges, Suffolk | £8,500 | p. 32 |
| Moulton Bewsolas Lincolshire<br>*Formerly a Crown Manor* | £9,000 | p. 35 |

# The Lordship of the Manor of Bloys, Essex

In the north of the county of Essex, in the Colne Valley, lies the parish of Sible Hedingham in which lies the Lordship of the Manor of Bloys, or Blois. The parish and its lands and manors were long associated with the De Veres at nearby Castle Hedingham and Bloys is no exception. It was a manor within the honour of Hedingham Castle, which was granted to Aubrey de Vere after the Norman invasion of 1066. At the time of Domesday Book in 1086, the manor which would become Blois formed part of the honour and was held from the honour by a tenant.

The first named tenant was Robert Balcus, who changed his name to Bloys or Blois and is recorded in the early 12th century, holding three knights fees from the De Veres. He also held the manor of a similar name in the parish of Steeple Bumstead. From Robert the lordship appears to have passed to his son, or grandson, Ernald Le Bloy, who is recorded as holding three knights fees from Aubrey de Vere, in around 1160, during the reign of Henry II. In Colne Priory Chartulary Ernald is also recorded with the surname of 'De Toppisfield'.

Ernald was succeeded by William le Bloy early in the reign of Henry III, and is recorded as Lord of the Manor in 1254. Later holders of the Lordship include, Adam Bloy, who served as Sheriff of Essex and Hertfordshire in 1333-34. Soon after this the Manor of Bloys became the property of Bartholomew, Lord Burghersh, a nephew of the powerful, Lord Badlesmere, a supporter of Edward II. Burghersh was amongst the nobles captured by the King at Leeds Castle in 1321 after an abortive rebellion and he spent time in the Tower of London. He later supported the invasion of Queen Isabella and the overthrow of Edward. As a reward he was granted the post of Constable of Dover Castle and warden of the Cinque Ports. He then acted for Edward III in the role of diplomat; visiting Philip of France in 1329 and then as ambassador to Pope John XXII. In 1337 he was made admiral of the fleet from the mouth of the Thames westward and also appointed seneschal of Ponthieu, warden of the Tower, and chamberlain of the King. When Edward was faced with one of his numerous financial crises, Burghersh was tasked with pawning the crown jewels in order to pay the king's troops.

Bartholomew, Lord Burghersh

Burghersh was a stout soldier, even in his advancing years and fought at the Battle of Crecy in August 1346 and was one of the supporters, on the battlefield, of Edward The Black Prince. In 1355, Burghersh was one of the nobles who was appointed as a 'Guardian of the Realm' after Edward left for more wars in France but he died in August of that year. He was succeeded by his son, who was also called Bartholomew. He had followed his father in undertaking a military career and he too fought at Crecy and later that year, at the great singe of Calais. In 1350 he was chosen as one of the first knights to receive the Order of the Garter, which had been created by Edward III and in 1354 he went on a personal pilgrimage to the Holy Land. When Edward returned to France in 1355 he was accompanied by Burghersh who fought at the Battle of Poitiers in September 1356. The Dictionary of National Biography notes that *A daring exploit of Burghersh is recorded by Froissart shortly before the battle. In company with Sir John Chandos and Sir James Audley, and attended by only four-and-twenty horsemen, he made an excursion from the main body of the army, and, falling on the rear of the French army, took thirty-two knights and gentlemen prisoners His prowess and skill were again tried about the same time, when, on his return with a small foraging party near Berry, he was attacked from an ambuscade by a much more formidable force, which, however, he managed to keep at bay till relieved by the Black Prince*

Lord Burghersh died in 1359 and the descent of the manor of Bloys from this time is rather obscure. During the reign of Henry V (1413-1422) it was the property of Thomas Rolfe of Gosfield from whom it may have been purchased buy William Bateman of Little Sampford. His daughter and heiress, married William Greene and thereby the Lordship then passed to him. Bloys then descend with the Greene family for two centuries. William was succeeded by his son Sir John Green who died in 1530. His son, Sir Edward, is recorded as possessing the Lordship of the Manor of Bloys and Grassals in Sible Hedingham. He was succeeded by his son, Rooke, who was imprisoned at Colchester Cathedral for recusancy during the reign of Elizabeth I (1558-1603) . He was succeeded, first by his son John, and then his grandson Sir Edward Green. Though he was made a baron after the Restoration of 1660, Sir Edward had squandered what remained of his family's fortune with his love of gambling. It was for this reason that he sold the manors of Bloys and Grassals to George Wilmer for £1361 in 1650.

Sible Hedingham

George Wilmer remained as Lord of the Manor of Bloys until his death in 1686. He was succeeded by his son Randall who had a grant of the office of collector of the petty customs on strangers in the port of London, commonly called the *cocket seal*, for life from 1673. On his death the Manor of Bloys passed to his only surviving child, Ann and her husband, William Gossip. They sold their Essex estate in 1746;

From the Ipswich Journal, 25th October, 1746:

*To be sold, by William Gorsup two copyhold manors of Bloys and Grassalls in Sible Hedingham, Essex with fenced land and woods being to the value of £250 a year. Apply to John Yeldham, attoney at law at Bocking, Essex*

The Lordship of Bloys was purchased by Richard Salway of Woodford, a director of the Bank of England. In 1774 he was succeeded by his son, William and later by his widow, Mary, who is recorded as Lady of the Manor in a manorial court admission of 1796. By 1823 the Lordship had been purchased by Thomas Myers, an East India Company Official and briefly a Member of Parliament for Harwich from 1810 to 1812. He held the title on his death in 1835. Bloys was then sold to John Cuttes, a member of a local family who had farmed in Sible Hedingham for at least two centuries and owned a farm called Carter's. After 1884 it came into the hands of a Mr Paine, who then sold it to Thomas Goodchild in 1906. He remained as Lord of the Manor until his death after the War. His executors sold. Bloys to J Hilda King, who sold the Lordship to the family of the present holder in 1989.

## A Selection of Manorial Documents in the Public Domain

| | |
|---|---|
| 1557-1560: court rolls | British Library, Manuscript Collections |
| 1568-1602: court rolls | |
| 1710-1710: rental and particulars | West Yorkshire Archive Service, Leeds |
| 1491-1514: court rolls | Essex Record Office |
| 1517-1521: court rolls | |
| 1520-1553: court rolls | |
| 1603-1620: court rolls | |
| 1625-1637: court rolls | |
| 1631-1631: rental | |
| 1654-1659: court roll | |
| 1662-1674: court rolls | |
| 1678-1678: rental | |
| 1692-1692: rental | |
| 1692-1747: court rolls | |
| 1710-1710: rental | |
| 1738-1800: steward's papers incl memoranda of surrenders | |
| 1738-1800: steward's papers incl memoranda of surrenders | |

1741-1763: court rolls

1741-1801: steward's court papers incl minutes and presentments, draft court roll and rentals

1744-1746: rental

1745-1745: court roll

1747-1918: court book

1747-1815: minute book

1768-1768: rental

1816-1816: rentals

1844-1882: steward's papers, mainly comprising surrenders

1844-1882: steward's papers, mainly comprising surrenders

1864-1881: account of fines, etc

1876-1912: steward's papers

1880-1880: list of freehold and copyhold tenants

1880-1899: particulars of copyholders, holdings

1883-1895: minute book

1883-1900: particulars of admissions

1884-1906: steward's papers

1884-1906: rentals

# The Lordship of the Manor of Boxford Berkshire

By any measure this is an ancient Lordship of the manor. It is first mentioned in the Chronicles of Abingdon Abbey, founded in 675, which cites a charter granting Boxford to them by King Ceadwalla in around 680. It is thought that the village itself was the site of a Roman villa and a large mosaic, featuring Hercules and Perops, was discovered in 2017.

The Abbey's possession of the manor was restated in 821 with a charter from Coenwulf of Mercia which confirmed the earlier charter, though this charter is lost. In 958, Kind Edred granted land in Boxford to Wulfic, his servant, and 10 years later King Edgar granted the same lands to his servant Elfwin, who then granted them to the Abbey. At the time of the Norman Invasion of 1066 the Abbey were recognised as Lords of the Manor and it had become attached to their great manor of Welford.

Abgindon's manor was often tenanted and at the time of Domesday Book in 1086, it was held from the Abbey by Berner and later by Raimbald, during the reign of William II (1087-1100). It appears that his descendants carried on as tenants of the Abbey for at least the next century. Geoffrey of Sunningwell is recorded as holding 2 hides from the Abbey, by military service in 1175. Later tenants included Nicholas de Sunningwell from who it passed to Robert de Wyleby. The tenants are noted as holding their lands by military service.

In 1392 the Abbey acquired further land in the parish from Thomas Cook and there is mention of their tenure in the list known as Feudal Aids where they are referred to as holding Boxford from the king by barony though the meaning of this is obscure since there is no suggestion that Boxford was a barony so this likely refers to the Abbey's estate in general.

Jacob Houblon

The Abbey remained as Lords of the Manor until Abingdon was dissolved in 1538, bring to an end almost 900 years of continuous ownership. It remained with the Crown until 1590 when it was granted by Queen Elizabeth I to Thomas Parry. Parry was the son of a notable courtier and sat as a Member of Parliament for Bridport in Dorset throughout the 1570s and 1580s. In 1593 he was made Sheriff of Berkshire. He was knighted by Elizabeth in 1601 and was persuaded to become the English ambassador to France for four years. His wife, Dorothy Brooke, had been a maid of honour to the Queen. On his death in 1616, the manor passed to his brother-in-law, Sir Thomas Knyvett but a year later the estate was sold to Sir Francis Jones, an alderman of Aldgate in the Haberdashers' Company. He had served as sheriff for the City of London in 1610 and lord mayor in 1620 and died at Welford (which he had also purchased). In 1622 he had settled this estate upon his son Abraham Jones of the Middle Temple and Susan his wife and after his death Boxford passed to them. The manor remained in the Jones family until the marriage of Mary to John Archer in 1680. After both Mary and John died in 1702 the estate passed to William Eyre, John's brother-in-law. He took the name Archer and when he died in 1729 the manor passed to his son, John. On his death in 1800 it descended to his daughter, Eleanora, the wife of Jacob Houblon of Great Hallingbury in Essex.

Jacob Houblon was a model member of the 18th century Landed Gentry. He sat in Parliament for over thirty years for Colchester and then Hertford and represented the Tory faction after becoming a 'country squire'. Indeed, when he married Mary Hyde Cotton in 1735 he became connected to the 'Jacobite' faction of which her father, Sir John Hyne Cotton, was a leading light. He later joined the Cocoa Tree Club, the headquarters of the Jacobite Tory faction. After the failed rebellion led by Prince Charles Stuart in 1745 the Jacobite cause was dealt a near fatal blow and it is perhaps unsurprising that he did not stand at the next election in 1747. He did return to Parliament in the 1760s as an independent.

The Houblon family, later Archer-Houblon, remained as Lords of the Manor of Boxford until the late 20th century when their descendant, Mrs Puxley, sold it to a private buyer.

Boxford lies 4 miles from Newbury and is sometime referred to as Boxford-cum-Westbrook. It straddles the Lambourn valley; Boxford being on the east side of the river and Westbrook on the west. The Victoria County History for Berkshire notes that;

*There was anciently a custom here for the parishioners to drink beer and eat bread and cheese in the church after Evening Prayer on Easter Day, but this custom was abolished by Laud in 1638, and it was then decreed that the incumbent and his successors should instead dispense each year 13s. 4d. towards the repair of the church and 13s. 4d. to the poor of the parish. There was a further custom for the incumbent to pay 2s. per annum for straw for the use of the church*

Surviving building of Abingdon Abbey

# A Selection of Manorial Documents in the Public Domain

| | |
|---|---|
| 1346-1349: court rolls | Royal Berkshire Archives |
| 1372-1374: court rolls | |
| 1387-1578: list of indictments | |
| 1394-1394: court roll | |
| 1466-1466: court roll | |
| 1542-1542: court roll | |
| 1545-1546: estreat roll | |
| 1560-1594: court rolls | |
| 1563-1563: custumal (roll) | |
| 1607-1607: rental | |
| 1615-1615: rental | |
| 1617-1631: court rolls | |
| 1640-1644: court roll with draft | |
| 1671-1689: stewards papers | |
| 1671-1671: court roll | |
| 1675-1700: rental, | |
| 1680-1680: particular | |
| 1681-1683: court roll | |
| 1684-1732: court rolls | |
| 1693-1739: stewards papers | |
| 1732-1732: presentments | |
| 1735-1763: presentments | |
| 1743-1744: survey | |

Boxford and the River Lambourn - Edward White

# The Lordship of the Manor of Dean Prior, Devon

## *Home of the Poet, Robert Herrick*

Dean Prior is closely associated with one of great English poets of 17th Century, Robert Herrick, who was a member of the Metaphysical School, alongside John Donne and Andrew Marvel. Born in London in 1591 he attended Trinity Hall, Cambridge to read law. In 1629 he was appointed as the vicar in the rural parish of Dean Prior where he would remain, except for a period during the Commonwealth, until his death in 1674. Much of his published work was written in Dean Prior, including, much of his most famous work, *Hesperides*, published in 1648. It includes perhaps his most famous poem, *To the Virgins, to Make Much of Time.*

*Gather ye Rosebuds while ye may,*
*Old Time is still a-flying:*
*And this same flower that smiles to day,*
*To morrow will be dying.*

*The glorious Lamp of Heaven, the Sun,*
*The higher he's a getting;*
*The sooner will his Race be run*
*And neerer he's to Setting*

*That Age is best, which is the first,*
*When Youth and Blood are warmer;*
*But being spent, the worse, and worst*
*Times, still succeed the former.*

*Then be not coy, but use your time;*
*And while ye may, go marry*
*For having lost but once your prime,*
*You may forever tarry*

Robert Herrick

By all accounts Herrick was not at first enthused by living in such a remote place and missed his youth in London, writing;

*More discontents I never had*
*Since I was born, then here;*
*Where I have been, and still am sad,*
*In this dull Devonshir*

However, he became wildly popular with the local gentry, including, no doubt, the Lords of the Manor, for his *florid and witty discourses*. He was a devoted Royalist and was ejected from Dean Prior by the Parliamentarians but returned after the Restoration. Though he was largely forgotten by the end of the 17th century his reputation of one of the greats of English poetry soared at the end of the 18th century and he has remained constantly in print ever since.

Many thousands of holidaymakers heading west will know Dean Prior as the busy A38 passes through it and Herrick's parish church of St George's is right on the roadside. The Lordship of the Manor is first noted in Domesday Book, where it is recorded that;

*Four Knights hold Dean Prior from William*
*Alwine held it in the time of Edward*
*It paid geld for 3 hides*
*There is land for 12 ploughs*
*In demesne there are 3 ploughs and 2 slaves*
*and 19 villans and 15 bordars with 6 ploughs*
*There are 10 acres of meadow and 1 league of pasture*
*ansd 6 acres of woodland*
*It is now worth £4*

St George's, Dean Prior

This was a large and wealthy manor and belonged to William de Falaise. After his death in 1107, Dean Prior seems to have passed to William Fitz-Stephen who then granted the manor of *Dene* to the Plympton Priory, and from their ownership is gained the name Dean Prior.

After the Dissolution of Plympton Priory in 1538 the Lordship was taken by the Crown and then sold to a local landowner, William Giles. His son and heir, John, built a house and park in the Manor. This remained as the manor court house until the 1930s. The family were wealthy merchants from Totnes and this enabled John to stand for Parliament for the town in 1586. He was buried at Dean Prior in 1606. His eldest son, Edward was born in 1580 and is noted in Prince's Worthies of Devon;

*that being a man of an active and vigorous spirit, he could not be confined within the compass of an island; wherefore leaving, when but young, his father's house and native country, he travelled beyond the seas, and the Low Countries at that time being the scene of war, and the academy of military discipline, he entered himself a soldier, and tray'ld a pike in Her Majesty's service, Queen Elizabeth, of glorious memory there, for several years together.*

Edward retuned to England in around 1603 and was knighted at the Coronation of James I. Edward inherited his father's estate at Dean Prior and in 1614 was made High Sheriff of the county. He died in 1637 and, like his fathers before him, is buried in St George's Church. The first Lord of the Manor to have known Robert Herrick as his vicar., and indeed, had appointed him. He was childless at his death, despite four marriages, and his lands, including this Lordship passed to his sister, Christian and her husband, George Yard of Churston.

The Yard or later Yarde family had settled in Devon after the Conquest and had an estate; Churston Ferrers. They remained at Lords Dean Prior until 1789 when Susannah, the Yarde heiress inherited the estate. In 1763 she had married a lawyer, Francis Buller who was appointed to the King's Bench at just 32 years old in 1778. He was made a Baronet in 1790 and is noted as making a substantial contribution to the improvement of Dartmoor, where he had a considerable estate.

The Yarde-Bullers (as they became after the inheritance of Sir Francis Buller, who adopted the Yarde surname) were one of the leading families in Devon. John Yarde-Buller was raised to the peerage as the 1st Baron Churston in 1858 after 20 years as the Member of Parliament for South Devon. The family remained as Lords of Dean Prior until 2005 when it was purchased by the present owner.

## A Selection of Manorial Documents in the Public Domain

1539-1541: rental The National Archives

1774-1774: valuation

1774-1774: survey

Sir Francis Buller, Baronet

# The Lordship of the Manor of Debenham Priory, Suffolk

The name of the this village is known throughout the United Kingdom thanks to the former department store which dominated many high streets across the nation until recently. Debenham itself is a beautiful Suffolk village, centred on the 12th century parish church of St Mary Magdalene. Debenham is a very ancient place and settlement here can be dated back to before the Roman invasion. The tribe known as the Trinovantes gathered near here to elect their king at the source of the River Deben. BY 60 C.E. the Romans had established their own settlement here, known as Sitomago but this was destroyed by the army of Queen Boudicca and was resettled after her defeat. During the period later known as the 'Dark Ages' the kings of East Anglia built a stronghold on the site of what is now Kenton Hall and the Angles also built a minster and a priory.

At a site now known as Blood Field, just outside the village centre, Edmund, King of the East Angles was supposedly defeated by the Danes at the Battle of Debenham, in 869. The king managed to flee the battlefield but was captured. He then escaped to Hoxne and made his way back to his residence at what is now Blood Hall. Stories of this battle and the subsequent savage murder of Edmund are legion and other places in the area claim Edmund's grisly fate as their own. It is clear though that Debenham was an important and flourishing place well before the Norman invasion of 1066 and was a notable centre of the wool trade.

In 1066 the parish was divided into three manors and a number of freeholdings belonging to Robert Malet. The land which then became the Lordship of Debenham Priory was likely held by Malet and gifted to Butley by a successor when it was established in 1171. The Lordship remained a possession of the Augustinian priors until Butley was dissolved in 1538. In 1542 it was granted to Francis Framlingham, a scion of a local landowning family who also held the manor of Crow's Hall. He died two years later and his estates passed to his son Sir Charles. Described as an 'old english country gentleman', Sir Charles served as Sheriff of the county and has a fine alabaster monument, alongside his wife, Ann, in St Magdalenes. Sir Francis was knighted in 1581 and was Sheriff of Suffolk in 1583.

His only surviving heir was his daughter, Anne, who married Sir Bassingbourne Gawdy. He was a lawyer and served as Justice of the Peace for Norfolk in 1591 as well as being a Member of Parliament for

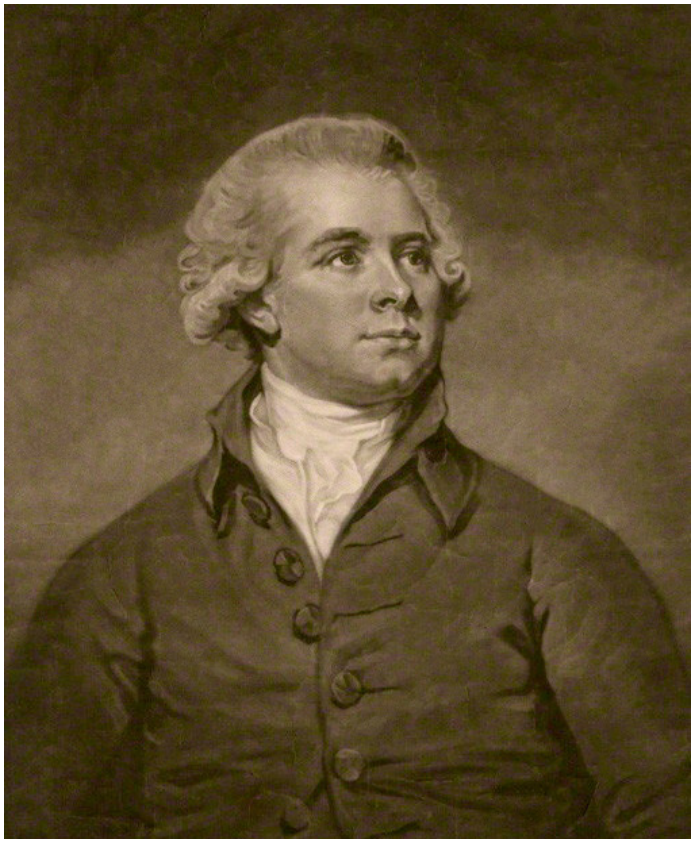
The tomb of Sir Charles Framingham

that county in 1601. On his death in 1606 the Lordship of Debenham Priory passed to his son Charles and thence to his son Charles, who was created a Baronet in 1661, having travelled to The Hague a year earlier to pledge his allegiance to James II before the Restoration later that year, his father having served the King during the Civil War as a Colonel of Horse. In 1678 he was elected as the Member of Parliament for Eye. During this Parliament he roused the enmity of the Earl of Shaftesbury who had supported the candidacy of the Cornwallis family. Shaftesbury two labeled Gawdy as *vile* and a *papist*. After James II became king in 1685 and was threatened by a rebellion led by the Duke Of Monmouth, Gawdy drew up a the loyal, urging support of the King. After James was deposed in 1688, Gawdy largely withdrew from public life and returned to his Suffolk estates.

By the time of his death in 1707, Gawdy had sold the Lordship of Debenham Priory to John Pitt. On his death it seems that the estate may have passed to his kinsman, William Pitt, though he was only a year old at the time. William Pitt, known to history as Pitt the Elder, was Prime Minister from 1766 to 1768. There is hardly room here to set out the career of such a man. During his time in Government he served in as Secretary of State in the ministry of the Duke of Newcastle and successfully waged the Seven Years War against the French, completing the conquest of Canada. Later, as Prime Minister, dealt with the deteriorating relationship with the North American Colonies. He died in 1778.

Pitt sold Debenham Priory, as part of the Crows Hall Estate to James Bridges of Great Bealing. It was then sold to Sir John Major, a Yorkshire merchant. His spent his early career amassing a fortune trading with Sweden and purchased estates in both Suffolk and Essex. His daughter Anne, married another merchant, John Henniker, who sat as a Member of Parliament for Dover, from 1768. In 1800 he was created Baron Hennikerof Stratford-upon-Slaney, in the Irish Peerage.

Debenham Priory passed to John Henniker-Major in 1803. He was a well known antiquary and a member of a number of literary societies. He served as a Member of Parliament for Rutland, amongst other constituencies until 1818. The Lordship then descended with the Lords Henniker , many of whom, such as the 5th Baron, held positions at court. The family remained as Lords of the Manor until 1989, when it was sold to the family of the present holder.



2nd Lord Henniker

# A Selection of Manorial Documents in the Public Domain

| | |
|---|---|
| 1535-1537: minister's accounts | The National Archives |
| 1605-1605: minister's accounts | Suffolk Archives - Ipswich |
| 1621-1621: survey | |
| 1659-1754: steward's papers, incl surrenders and admissions, | |
| 1690-1926: court books | |
| 1690-1853: analysis of fines and tenements | |
| 1700-1900: rentals | |
| 1702-1879: rental | |
| 1747-1747: steward's papers | |
| 1758-1772: rental | |
| 1800-1900: rental | |
| 1815-1827: rental | |
| 1824: rentals | |
| 1865-1865: notice of assessment of fines and payment demand | |
| 1868-1887: steward's account book | |
| 1892-1919: quit and free rent accounts | |
| 1894-1935: admissions | |

Debenham village

1897-1908: court minutes

1897-1903: notices for holding court

1898-1927: correspondence

1899-1899: notices to assess fines

1901-1901: quit and free rental

1902-1929: court extracts

1907-1917: quit and free rent accounts

1909-1909: court memoranda

1920-1920: warrant to vacate property

1921-1935: quit and free rent accounts

# The Lordship of the Manor of Drayton, Northamptonshire

Drayton is a residential settlement or hamlet on the outskirts of the market town of Daventry, and has always been part of the greater parish. It derived its name from the Old English Drægtūn, which roughly translates as a *farm near a slope used for moving loads.*

At the time of Domesday Book in 1086, Drayton formed part of the manor of Daventry, and was in the possession of Countess Judith, niece of William I and the wife of Waltheof, the son of the Danish Lord Siward, who had been made Earl of Northumberland by King Canute in 1033. Waltheof had fought hard against the Normans but had submitted to William in 1069 and was given the hand of Judith by the King to bind him to the new regime. Waltheof was later implicated in a plot against William and was executed, but Judith was allowed to keep her estates on the condition that she marry Simon I of St. Liz, 1st Earl of Northampton. She refused and fled for France and her estates were seized. Daventry, which was annexed to the Earldom of Huntingdon, was given to St Liz who then married Judith's daughter, Maud,

The manor of Drayton appears to have formed from land in Daventry which was granted or gifted to the Daventry Priory from the late 12th century. In 1254 the Priory's lands were assessed and it was found that its rents from Drayton, Daventry and Staverton were £15 per year.

In 1254 the spiritualities were recorded as worth £79 9 4 and the temporalities as worth £41 4 11½. The Taxation of Pope Nicholas in 1291 (which excluded the churches belonging to the religious orders) valued the priory's possessions at almost £43. The rents received from Daventry, Drayton and nearby Staverton exceeded £15. As a major property owner in the town the priory wielded considerable influence. The largest of the grants was made by Robert FitzWalter, Lord of Daventry, and totalled around 250 acres (being recorded as two virgates)

When the Priory was assessed in 1524 it was found that their lands in the manor of Drayton consisted of *8 messuages, 200 acres of land, 40 acres of meadow, 40 acres of pasture and 10 shillings in rent. Their value was £10.* After the Dissolution of the Priory the manor of Drayton was granted to Anthony Cave of Tickford who was also granted the manor of Chicheley in Buckinghamshire. Cave built a manor house in Drayton and the Lordship passed down to his grandson, Anthony Chester who sold it Richard Simmes. Simmes died after just six moths as Lord of the Manor and he was followed by his son, Richard.

Drayton village

In 1602 the Lordship was sold to Richard Raynsford and his son Robert, and their tenure lasted six years until it was sold once again to Richard Farmer. He later sold Drayton to Thomas Clarke, whose family would have recurring interest here for the next 350 years. On the death of Thomas' great grandson, John in the 1720s, the Lordship was divided into two moieties, one passing to his son William and one to his daughter, Mary, who was married to Richard Hett. Hett then bought out his brother-in-law in 1729, but on his death, in 1752, the Lordship was divided for a second time, between his two children, John, a lawyer at the Inner Temple and his younger brother, Richard.

In 1756 John bought his brother's share of the Lordship and then sold it to George Finch, the 10th Earl of Winchilsea and 4th Earl of Nottingham. The Earl lived at Burley House in Rutland and was chiefly known for his great love of cricket. It was said that *he would go anywhere for a game of cricket*. Though he was not considered to be the best player, he was certainly one of the most prolific. He is thought to have played in at least 130 matches and founded the White Conduit Club in 1784, which eventually became the Marylebone Cricket Club (MCC).

In 1786, Winchilsea sold his property in Daventry, including the Lordship of the Manor of Drayton for £21,673 to John Clarke of Welton-Place. The Clarke family remained as Lords of the Manor until it was sold the the family of the present Vendor in 1995.

George William Finch-Hatton, 10th Earl of Winchilsea by John Smart

# A Selection of Manorial Documents in the Public Domain

| | |
|---|---|
| 1300-1400: terrier | Northamptonshire Archives Service |
| 1361-1366: court roll | |
| 1379: court roll | |
| 1395-1395: court roll | |
| 1396-1396: rental | |
| 1396-1396: court roll | |
| 1402-1405: court roll | |
| 1415-1419: court rolls | |
| 1417-1420: collector's accounts of rent | |
| 1423-1471: survey | |
| 1426-1427: court roll | |
| 1437-1442: court rolls | |
| 1452-1452: court roll | |
| 1472-1472: court roll | |
| 1595-1595: estreat roll | |
| 1823-1823: minutes | |
| 1840-1840: minutes | |
| 1858-1858: minutes | |

# The Lordship of the Manor of Stainton, Cumbria

In 689 C.E. the Venrable Bede, writing from his home on Holy Island in Northumberland, mentions *a spot near the River Dacre, over which, that time, the religious Suidberct presided as Abbott* This place is almost certainly a spot in the manor known as Kirkgarth, a hill which overlooks the surrounding countryside. The area, also known as St Johns Kirk, is thought to be the site of the monastery. There are adjoining fields named Kirksyke, Kirkrigg and Under Kirk and these names seemed to have survived from ancient times and give a clue as to the original purpose of the site. There is thought to have been a church on the site but this disappeared by the 16th century.

Stainton takes its name from the old English for stoney farm. The village is the largest settlement in the extensive parish of Dacre and lies a couple of miles west of Penrith. It is an attractive place set in the heart of beautiful countryside.

The manor of Stainton formed part of the Barony of Greystoke and has consequently followed its line of descent. William the Conqueror was not able to tame this area until the 1190s when the Saxon, Ligulf or Lyulph was granted land west of Penrith by Ranulph de Meschines, earl of Cumberland.

Lyulph's descendants took the name, Greystoke, which is a derivation of *gray stock*, place of badgers, in the Norse and his grandson son, Ivo, built the first stone castle when the area became turbulent with incessant Scottish raids. The Lordship passed down with the descendants of Lyulph and the family were prominent member of Northern nobility. Thomas, the 7th Baron, for instance, was a prominent knight during the reign of Henry III (1216-1272) and is the first to have adopted the surname, Greystoke. As a child when his father died, Thomas was made a royal ward and this was granted to Robert de Vipont for 500 marks. His grandson, John was summoned to Parliament by writ, as Lord Greystoke, from 1295 to 1305. In 1294 he accompanied the King to Gascony, and fought in Scotland in 1299 and 1301. In 1306 he assisted the Earl of Northumberland in defending Carlisle. He died in 1306 and was childless, his line becoming extinct and Stainton passed to a kinsman, Ralph Fitzwilliam. There following six generations from Ralph, who changed his name to Greystoke.

At an inquisition following the death of William, Baron of Greystoke in 1359 it was found that his lands in *Stayton* were worth 32 shillings and included a mill and its pond, known as *Sotbred*. Slightly later records reveal that the tenants of the Baron in Stainton were Walter Cirrezy and Edward Tympon. Cizzery was the son or grandson.

Stainton Village

His grandson, Ralph, 3rd Baron Greystoke, was summoned to Parliament on numerous occasions between 1375 and 1417. In 1384 was led an English force which defeated a Scottish army near Roxburgh but was himself captured and taken to Dunbar Castle. He was reportedly provided with a meal presented on his own tableware which had been looted from his baggage train. He was ransomed for 3000 marks with his brother William being handed to the Scots as part of his release. William died at Dunbar, likely from typhoid, within a few weeks. Ralph returned to fight the Scots in 1402 by which time Henry IV was on the throne. Ralph had grown weary of Richard II and did not oppose his deposition. He died in 1418. Ralph, 5th Baron, was the last of the male line. He was succeeded by his granddaughter Elizabeth, who became 6th Baron (or Baroness) in her own right. She was a child when she inherited the estate but later she married Thomas Baron Dacre of Gilsland in Cumberland, and by this marriage the Barony of Greystoke became united with its northern counterpart.

The Dacre ownership of Stainton lasted until 1569 and the death of the ninth Baron, George, aged just nine years. Stainton passed to George's stepfather, Thomas Howard, 4th Duke of Norfolk and has remained in that family until the present day. He was Earl Marshal of England, and organised the coronation of Elizabeth I in 1559. In 1568 he was appointed principal commissioner at the conference to hear evidence against the imprisoned Mary, Queen of Scots. Shortly afterwards, Norfolk put in motion a plan to marry Mary as a counterweight at court to the influence of his great rival , Robert Dudley, Earl of Leicester.

Map of Cumbria C.1660

The marriage was supported by many Catholic nobles, some of whom took part in a rebellion against Elizabeth, known as the Rising of the North, in 1569. Howard took a peripheral part, in the hope of being able to free Mary from Tutbury Castle, in Staffordshire, but then tried to stop the revolt after it became clear that it would fail. This was not enough to assuage Elizabeth who ordered his arrest. He was held at the Tower of London until August 1570 and then released through lack of evidence. After Elizabeth was excommunicated by Pope Pius V in February 1570, and whilst still incarcerated, Howard became involved in a plot organised by Papal agents to release Mary and place her with Howard as her husband on the throne if Elizabeth should fall. Though Howard was not directly involved against the Queen he was arrested when evidence of the plot came to light and this time could not escape charges of treason. He was found guilty and executed on Tower Hill on 2 June 1572. Most of the Howard estate and titles were confiscated but Greystoke escaped since it had passed through the female line. It has remained with this family ever since.

The Manorial Courts for the manor usually sat as part of the Barony Court though tenants and copyholders were admitted as tenants to the manor itself. The commons and wastes of the manor were enclosed by Act of Parliament in 1772

When the Lake District began to be visited by tourists in the latter half of the 18th century, guide books were published and one such book, dating from 1787 and written by James noted the following about Stainton;

*We arrive at the pleasant village of Stainton: here we see rural wealth and tranquillity displayed in the liveliest colours; the houses are remarkably clean and well built; and if incomes more than adequate to the expenditure of the possessors can be called riches, the inhabitants of Stainton may be styled wealthy. The lands belonging to this village are so remarkable for their fertility, that in the Spring of the year 1785, having occasion to go to London, I did not see any where, (either in Durham, Yorkshire, Lincolnshire, or Essex,) the corn in such forwardness as it was here. There is now living in Stainton one John Bristol, an healthy man, of the great age of ninety-four; eight years ago his family stood as follows:*

The Dennison family of Stainton were famous in both Cumberland and Westmorland as Bone-setters. In fairly remote settlements in the early 19th Century, when medical care was rudimentary, Mr George Dennison could be relied upon in the art of setting a broken bone. George, and his two sons, were credited with keeping three horses in perpetual readiness for when they were needed and could be called upon for up to 50 miles around their house in the village.

 Portrait of Thomas Howard 4th Duke of Norfolk. Dated 1565, unknown artist. Credit, Steven van der Meulen

## A Selection of Manorial Documents in the Public Domain

1544-1828: papers and plans relating to boundaries Cumbria Archive Centre, Carlisle

1558-1603: rental

1633-1672: court book, with Greystoke barony

1662-1934: rentals

1669-1669: court book, with Greystoke barony

1696-1696: court book, with Greystoke barony

1743-1790: verdicts, with Greystoke barony

1770-1770: customary rental

1841-1908: lists of tenants and rents

1842-1915: admittances

1871-1873: papers rel to peck corn rents

1871-1872: papers relating to rents

1885-1885: rentals

1896-1909: wills

1903-1921: verdicts

1910-1915: precepts to bailiff

1915-1915: account of fines and fees at general fine

1925-1929: stewards' papers

Please note that all mines and minerals are reserved from this Lordship.

# The Lordship of the Manor of Walcott West Hall, Norfolk

After the successful Norman invasion of 1066, the lands and manors which had belonged to the thegns of Saxon England were seized and redistributed by William to his allies. This process was repeated across England and recorded 20 years later in Domesday Book. In this foundational text of English history we find the Lordship of the Manor of Walcott.

The entry for Walcott is fairly detailed. The manor had been granted to Robert Malet, Lord of the Honor of Eye, but he died before the Survey. It was then granted to Ranulph, brother of the Norman, Ilger, and was held locally by his nephew, Humphrey. Walcott was assessed as consisting of;

*4 carucates and 6 acres of land*

*with 3 ploughs, 8 villagers and 16 smallholders.*

*2 other ploughs, 8 acres of meadow,*

*1 mill, 2 cobs (horses), 16 cattle, 24 pigs, 70 sheep & 4 beehives.*

*1 church with 20 acres*

*7 freemen with 70 acres and 5 other ploughs.*

*Another 4 freemen with 90 acres*

*The value of the manor was 60s.*

This is a description of a highly structured agricultural settlement which was worth a considerable sum to its Lord. East Anglia was the most developed and wealthiest area of the land.

The descent of the manor after this period is rather obscure but it is apparent that at quite an early period the manor was effectively divided into two; Walcott West Hall and Walcott East Hall. These separate manorial jurisdictions appear to have had their own manorial halls and administration and illustrates how the abundant soil of East Anglia could support multiple manors in a single parish. Walcott was also a coastal place which further added to the complexity of its economy.

Sir Samuel Bignold

By the beginning of the 13th century the manor of Walcott West Hall, was in the possession of Thomas de Walcote, who is recorded in a legal dispute over the advowson of the parish church. He is recorded as being born in 1205 and died some time after 1249 but there is no source which shows whether he inherited the manor from his father or purchased it himself. On his death it passed to his son, Walter who also held an estate at North Burlingham, which was the source of the family's wealth.

Alexander de Walcot was later Lord of the Manor and presented to the church in 1302. This lordship was settled with 120, acres of land and 15 shillings of rent on his children Alexander and Maud in 1316 and then on Cecilia, Elizabeth, Mariota, and Margaret his daughters. In 1339 Alexander sold, or granted, Walcott West Hall to Sir Walter de Walcote, who was recorded as Lord of the Manor in 1346 and died in 1355. He left his estate to be divided between three daughters, Margaret, Isabel and Joan. They appear to have then sold the Lordship to Robert Herward and his wife, Margaret in 1382. In 1406 it was sold once more to Thomas d'Engain of Brumstead. His tenure was short and it was sold to William, Lord Willoughby of Eresby, the Lord of Walcott East Hall, and the two manors were united under one owner for the first time in nearly 400 years.

William, Lord Willoughby, appears as a character in Shakespeare's Richard II, where he he portrayed as a loyal supporter of the King, in a scene with Lord Ross and the Earl of Northumberland. His son and heir was Robert, 6th Baron Willoughby de Eresby, who inherited his lands and estates, including Walcott West Hall, in 1409. He was a noted soldier, serving with Thomas, Duke of Clarence in France in 1415 and fought in both the battles of Harfleur and Agincourt, receiving the Order of the Garter before the latter battle. He continued service in France for the next 20 years and was appointed as the King's Lieutenant in Lower Normandy in 1432. In 1439, as a man in his 50s, he seems to have gained the King's permission to withdraw from military service to make a personal pilgrimage to the Holy Land. On his death in 1452, his title and estates passed to his daughter, Joan, who was known de jure suo jure as the 7th Baroness Willoughby de Eresby. She married Richard, 7th Baron Welles, and their son, Robert became 8th Baron on the death of his mother in 1462.

Battle of Agincourt from the Chroniques d'Enguerrand de Monstrelet (early 15th century)

The Lordship remained with the subsequent Barons and Walcott West Hall is mentioned in the will of the 11th Baron, William in 1519. The title again passed down the female line, to his daughter, Katherine in 1526. Katherine was a close attendant to Catherine of Aragon and was just seven years old when she became one of the wealthiest heiresses in England but there followed many years of legal battles as to the exact nature of her inheritance and the subsequent fate of Walcott West Hall is unsure. It is likely it fell to her kinsman, Sir Christopher Willoughby, since his son, George, is named in a legal case concerning lands in Walcott dating from 1547. The descent of the manor from this period is then extremely difficult to determine. A record of court papers dating from 1751 notes that the court was held in connection with Crostwight, which was owned by the Le Gros family at that time. In 1810 the Lord of the manor was held by William Atkins according to a manorial court record and it would seem that he sold it some years later to Sir Samuel Bignold, who developed the Norwich Union insurance company into one of the largest companies of its kind in the world. He is recorded as Lord of the Manor in 1853 and 1864.

In 1912 Rev Richard J Tacon of Rollesby is noted as Lord of the Manor and the Lordship descended with his family until 1989 when it was sold to the family of the present Vendor.

## A Selection of Manorial Documents in the Public Domain

1751: rental, Norfolk Record Office

1751-1772: minute book, with Crostwight with the Members

1793-1935: court books

1810-1865: minutes

1862-1872: fees and fines accounts book

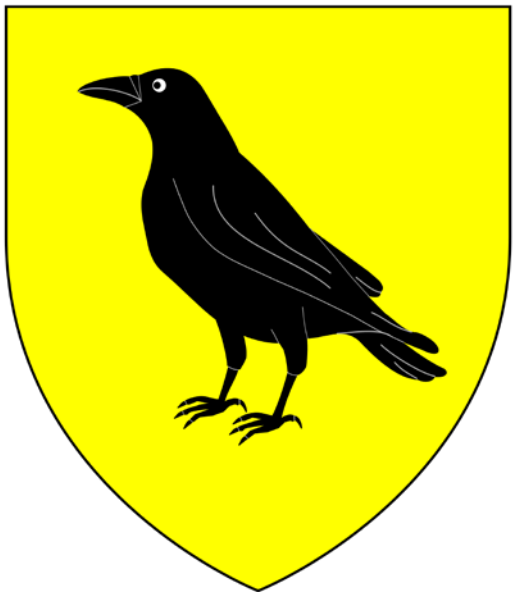
# The Lordship of the Manor of Waters Upton, Shropshire

Five miles north of the old market town of Wellington lies the Lordship of the Manor of Waters Upton. Its unusual name derives from its medieval owners, the Walters family. Previously, and as recorded in Domesday Book, it was known simply as Upton (or *Uptone*). Although not a largely populated parish, it retains an active parish council and an active social scene centred on the parish church of St Michaels and its village hall.

The manor is noted in Domesday as predating the Norman Invasion of 1066, when it was held by the Saxon, Gamel. In 1086 it was assessed as being formed of three hides; a hide being considered to have been enough to support a household and generally measured as around 120 acres. The three hides were held by Roger de Lacy, the powerful Norman Earl of Shrewsbury, as over-lord of Upton and worked by his tenant, or steward, Seuuard. By the early years of the 12th century, during the reign of Henry I , it had passed to Pain Fitz John through his marriage to Sybil De Lacy.

Fitz John was regarded as one of the king's 'new men' who had made their fortunes and reputation in Henry's service. He was the son of a minor lord but worked his way up the ranks of the court, and through friendship with the king to become an important figure in the Welsh Marches (the area between England and Wales, especially in western Shropshire and Herefordshire.) Through his friendship with the king and his marriage alliance to the De Lacy's, he came to control a large estate in the Marches, including Caus Castle and Ludlow Castle. After the death of Henry in 1135 Fitz John sided with Stephen of Normandy in his long struggle with Henry's daughter Matilda and was killed in an ambush by a Welsh force at Carmarthen in 1137. By this time however, Fitz John was granted Upton to Gilbert de Conedoure, seemingly for his lifetime since later in the century it had passed to another Marcher family, the Pantulfs, whose barony was centred on the small town of Wem, a few miles to the north.

Before 1200, the manor was enfoeffed to Walter Fitz John, likely a descendent of Pain and it is from him that it received its subsequent name of Waters Upton, with the obvious slight corruption of the name. His son and heir, William, is recorded as gifting land in the manor to Haughmond Abbey, on the outskirts of Shrewsbury and his son, Nicholas, was also a benefactor. In 1285 the manor is recorded as being a member of the Barony of Wem and was held from the Barons by William de Titley. In 1292 it passed, jointly, to Richard de Upton (or de Tyrne) and Dionysia his wife, William de Upton (or de Tyrne) and Agnes his wife, and Adam de Upton and Emma his wife.



Corbet Arms

The descent of manor after this point is rather vague. In 1405 the manor was shown to be possessed by Margaret Corbet, the widow of Roger Corbet of Moreton Corbet.

*Upton Waters, the manor, of the baron of Wem of his manor of Tyrley, service unknown, annual value 60s.3d.*

Though it was still held from the Barons of Wem, this feudal bond had almost dissolved by the beginning of the 15th century. It passed down the Corbet family and by the 1480s it was was held by Sir Richard Corbet of Moreton Corbet. Corbet was a powerful local landowner and supporter of Edward IV. On his death in 1493 it passed to his son, Sir Robert, and then to his son, Sir Andrew. He was one of leading landowners in Shropshire and held property in 40 parishes and held several manors, including Waters Upton. The family also had other estates across Bedfordshire, Buckinghamshire, Cornwall and Essex. He had a long career as a government official and he was knighted by Edward VI for *services againts the Scots*: presumably of a military nature. Her served Elizabeth throughout the 1560s as her representative in Shropshire and on his death in 1578 was described in the Shrewsbury town chronicle as such *a jewel to all Shropshire that the like was not for many years before, for the loss of whom there was many a sorrowful heart, especially in the town of Salop.*

On the death of Sir Andrew, Waters Upton passed to his son Robert Corbet, who died in July, 1583, and on his death to his daughter and heiress Elizabeth, wife of Sir Henry Wallop, knight, of Farley and of Peynton in High Ercall. She died 15th November, 1624, and her son Robert Wallop, about the year 1656, sold this manor and part of the estates to Sir Richard Leveson. Born the second son of a gentry family in Kent, in 1598, Leveson eventually inherited a large estate at Trentham in Staffordshire and Lilleshall in Shropshire and subsequently became a very wealthy man. He supported the Royalist cause during the Civil War, serving as a colonel of horse in the king's army. He was captured by Parliamentary forces after the fall of Lilleshall Abbey in 1645 and was imprisoned and fined £3,846 (approximately £1 million pounds today). On his death in 1661 the estate passed to his niece Frances Leveson, the daughter and coheir of his brother John Leveson. She married Sir Thomas Gower and their second son, Sir William Leveson-Gower inherited the Staffordshire and Shropshire estates, which included the manor of Water Upton.

Sir Andrew Corbett

Their eldest son, John, who had served as Member of Parliament for Newcastle under Lyme, was created Baron Gower of Sittenham in 1703. His son and heir, John, was a prominent member of the House of Commons and then of the House of Lords. After the end of the Walpole admin-istration in 1742 he was appointed Lord Privy Seal. Despite his family's previous Jacobite sym-pathies, John supported George II during the 1745 rebellion and paid for the creation of a whole regiment to oppose the invasion of Charles Stuart. In recognition of his loyalty he was created Earl Gower in 1746. His grandson, George Granville Leveson-Gower, who had served as the Brit-ish Ambassador to France during the height of the French Revolution, was created 1st Earl of Sutherland in 1833.

The manor of Waters Upton remained in the hands of the subsequent Dukes until 1989 when it was sold to the the family of the present holder.

## A Selection of Manorial Documents in the Public Domain

1509-1509: court roll Staffordshire and Stoke-on-Trent Archive Service

1524-1524: court roll

1532-1532: court roll

1558-1568: court rolls

1574-1574: court roll

1581-1581: court roll

1596-1596: court roll

1602-1603: court rolls

1612-1613: presentments

1620-1620: presentments

1664-1664: presentments

1730-1730: presentments

Waters upton C.1950

# The Lordship of the Manor of Larges, Suffolk

The rather unusual name of this Lordship is derived from the family which held it in the 14th century and it evolved to differentiate the estate from other divisions of a large rmanor. Larges lies in the village of Saxham, in the West of the county, a few miles from Ickworth, home of the Marquises of Bristol. Today know as the Saxhams, the parish consists of two settlements, Great Saxham and Little Saxham or more traditionally, Saxon Magna and Saxham Parva. Larges is found as part of the latter.

The land which eventually became the Lordship of Larges in the 13th century formed part of the manor of Little Saxham, or Saxham Hall, at the time of Domesday Book in 1086. It was part of the vast estates of the Abbey of St Edmunds. According to Abbey records a number of parcels were held from the Abbot such as the carucate of land (roughly 120 acres) which was held by Albert the Norman, In 1180, Gilbert Fitz Robert held a knight's fee from the Abbot and Gilbert Fitz Ralph held three knight's fees in 1197. Fitz Robert was succeeded by Walter de Saxham and was acknowledged as holding his knights fee in around 1200. From Walter's fee and those of Fitz Ralph emerged several separate manors including Larges. Walter's fee passed to Thomas de Rushbrook in 1244, scion of a family who have lived in the parish for several generations. When Thomas died the manor passed to his two sisters as coheirs, Agnes, wife of Thomas Jermyn and Isabella, wife of Williams de Large; it was to the latter couple that this manor passed on the division of Walter's estate and subsequently became known as Larges's Manor or simply Larges.

The division must have caused some family problems since there is record in the Patent Rolls of a legal action between Agnes against William de Large in 1276. The reason for the dispute or its outcome are not known. It was likely won by William, since his son is recorded as Lord of the Manor in 1300. In 1309, John, and his wife Agnes, levied a fine of their lands to ennui to the heirs of Agnes and in 1346 it was found that their daughter Margery was Lady of the Manor and was assessed as a landholder in respect of aid raised towards the marriage of Princess Isabella to Enguerrand VII de Coucy.

During the reign of Richard II (1377-1399) the manor became vested in Robert de Hethe, who also held the Lordship of Little Saxham. At this time the Lordship was still held from the Abbey as its over lords, but this relationship was severely weakened after the era of Black Death in the mid 14th century. Robert was succeeded by his son, Thomas, who died in 1439. Larges then passed to his widow, Anna, and then to their only surviving child, Elizabeth, wife of Sir William Berdewell.

St Nicholas Church, Little Saxham

Larges remained in the female line, when, after Elizabeth's death, it passed to her daughter Margaret. When she died in 1484. The estate was divided between her two daughters Alice and Margaret, with the latter receiving Larges along with her husband, Thomas Darcy. In 1489, their son, Sir Roger Darcy, sold his Saxham estate to Thomas Lucas, Solicitor-General to Henry VII. He built a manor house, Little Saxham Hall, which served his various manors in the parish. He made an auspicious marriage, to Elizabeth Kemey, whose family held a considerable estate in Monmouthshire. On his death in 1531 it was found that *Thomas Lucas was seised (under conveyances to trustees) of the manor called Larges and Graces with 12 messuages, 50 acres of land, 6 acres of meadow, 300 acres of pasture, 20 acres of wood, and 20s. of rent in Little and Great Saxham, Ikworth, Fornham, Westle, Great Hornyngeserth, Little Hornyngserth, Chevyngton and Rysby, and the Manor of Geddyngshall alias Toppysfeilds with appurtenances in Great and Little Saxham, Rysby, Westle, Norton, Ikworth and Chevyngton, and of all the lands belonging in Flempton and Lackford late belonging to Roger Dunwych. The manors of Graces, Larges and Toppisfelds were found to be held of the Abbot of St. Edmund in Bury, service not known and worth £20 per annum.*

Larges passed to his son, John, who subsequently sold the Lordship to Sir John Croftes, whose mother was Elizabeth Hervey; the Hervey's being a powerful family in East Anglia and Lincolnshire. The Crofts held the manor for several generations. Sir John Croft, who was Lord at the beginning of the 17th century, was a friend of James I and the king visited Croft at Little Saxham Hall on a number of occasions. In February 1622 for instance, it was written that the King passes the time merrily at Newmarket, and the running masque reigns all over the country where there be fit subjects to entertain it; as lately they have been at Sir John Crofts' near Bury. This was one of many visits the king made to the little manor house. In the prior December the King had been entertained with a masque by Sir John Crofts and his daughters. His visits had begun in the previous decade and Sir John's son, John, who was a young man at the time wrote poem for one occasion; To the King, at his entrance to Saxham, which begins;

*Ere you pass this threshold, stay,*

*And give your creature leave to pay*

*Those Pious rites, which unto you,*

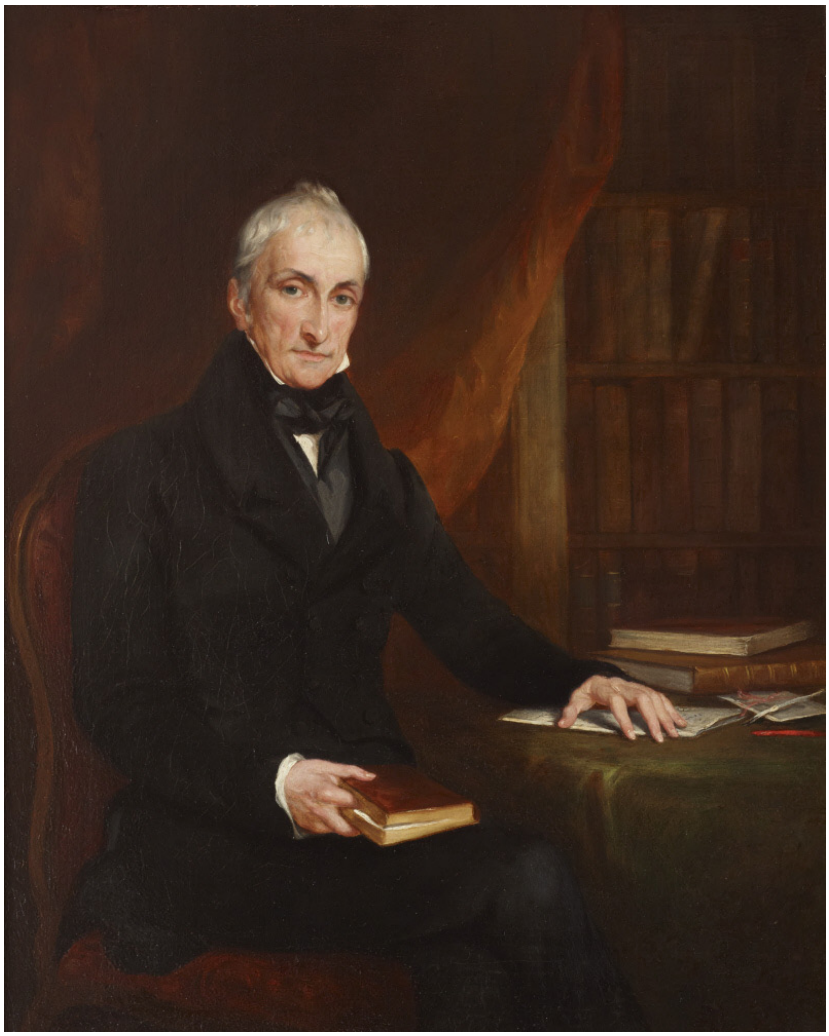
*As to our household gods, are due.*

Jeffrey Hudson

The family were eventually ennobled, when William, who had followed Charles II into exile, was made Baron Crofts of Saxham, in 1658. In one of perhaps the most unlikely footnotes in 17th century history, his brother, Charles, who was also in France, aroused the ire of Jeffrey Hudson, court dwarf, of Queen Henrietta Maria. Jeffrey is said to have suffered no insults or jokes at his expense and it seems that Charles, whose Aunt Cecilia was the Queen's maid of honour, made some unrecorded remark to Hudson, who promptly challenged him to a duel. Charles clearly did not take the proposition seriously and arrived at the appointed place and time armed with a water pistol. Hudson, on the other hand, had a real pistol and shot Charles through the head, killing him instantly. Hudson was arrested and sentenced to death since duelling was illegal. Henrietta intervened and Hudson was sent back to England.

William, Lord Crofts, was visited by Charles II at Little Saxham at least four times; in 1666, 1668, 1670 and 1676. The second visit is mentioned by Samuel Pepys, who was there with him and noted that the King became so drunk he couldn't attend to state affairs. William died childless in 1677 and Larges passed to his cousin, William Croftes of West Stow, who was a major in the army and Member of Parliament for Bury St Edmunds. The Lordship and the Little Saxham estates remained with the Croftes family until 1785 when it was sold by the trustees of Charles Croft to Charles, Marquis Cornwallis. Within a few years, Cornwallis exchanged the estate with Robert Rushbrooke, likely a remote descendent of the Rushbrooks who held the manor of Larges in the 13th century.

In 1808 the estate including Larges passed by marriage to Frederick, 1st Marquis of Bristol and it became attached to their estate based at Ickworth House. It remained with the succeeding Marquises until 1991 when it was sold to the family of the present holders.



Frederick Hervey, 1st Marquess of Bristol, (1769-1859)

# The Lordship of the Manor of Moulton Bewsolas Lincolshire
## *Formerly a Crown Manor*

The Lordship of Moulton Bewsolas, sometime referred to only as Bewsolas, lies in the parish of Moulton, a large village between Holbeach and Spalding in Lincolnshire. The exact meaning of 'bewsolas' is obscure and it is sometimes written as Bensolas. The Manor stretches to the Fosdyke Wash and until the middle of the 19th century some of the land was still covered at high tide. In 1796 an unexpectedly high flood tide covered the entire parish and several thousand sheep and other livestock were drowned.

The Lordship of Moulton Bewsolas was anciently part of the Lordship of Moulton which was founded by Thomas de Moulton in about 1100. The first recorded Lord was Thomas Moulton who died in 1240. He married the heiress of Hugh de Moreville and from this union gained the inherited title of Forester of Cumberland. In 1206, Multon served as Sheriff of Lincolnshire, but was removed from the post and imprisoned after allegedly insulting King John. This unrecorded insult seems to have been forgiven, as Multon accompanied John to Ireland in 1210. However, he joined the Barons Rebellion in 1214 and as a result was excommunicated by the Pope a year later. He was arrested by John and imprisoned at Corte Castle. He only received his freedom on the accession of Henry III in 1216. Thereafter he sat as a Justiciar in Westminster and was a witness at the confirmation of Magna Carta in 1225. The chronicler Matthew Paris writes that in his youth Multon was a fierce soldier but in middle age became a respected and wealthy lawyer.

Thomas was succeeded in the lordship of Moulton Bewsolas by his son, also Thomas, who in 1252 paid a fine of 400 marks to Henry III to reassert his family's title of Forrester of Cumberland. In 1258 he's recorded as marching as a Baron with Henry III to Scotland to rescue the Scottish King, Alexander III, Henry's son-in-law, from a rebellion. Through his marriage to the daughter of Hubert De Vaux Baron of Gilsland, he acquired a great lordship in addition to Moulton Bewsolas and his Lincolnshire estates. When these estates passed to his son Thomas in 1270, it was found that the family were also possessed the Barony of Burgh upon Sands, on the Solway Firth. This Thomas was succeeded by his son, also Thomas in 1293. He fought for Edward I in Scotland in the early years of the 14th century and was summoned to Parliament as Baron Moulton of Gilsland in 1307 and sat until his death in 1313.

Thomas Radcliffe, 3rd Earl of Sussex

The whole of Thomas's vast estate then passed to his only surviving child, Margaret. She married Ranulph de Dacre, from an influential family in Cumberland and Lancashire. In 1319 their son, Randolph inherited the lands and titles and was appointed Governor of Carlisle Castle in 1331. He was commissioned to defend the city from the Scots.

The Lordship remained as a possession of the Dacres until the 15th Century. Sir Humphrey Dacre, the great grandson of Randolph, was Lord of the Manor during the reign of Edward IV (1461-1483) and is recorded as being a particularly *obsequious supporter of the Yorkist King* and had fought the Lancastrians in the North. Edward entrusted Sir Humphrey with the position of chamberlain to his sister Margaret on her journey to Flanders for her marriage to Charles, Duke of Burgundy in 1468 and was summoned to Parliament as Baron Gilsland in 1482.

Between this date and the reign of Henry VIII, the manor, as well as other estates nearby such as Whaplode, became the property of the Crown. How this occurred is not very clear. A record in 1546 from the Papers Foreign and Domestic records that Frances, the wife of Henry, Marquis of Dorset *may hold the manors of Trelawne, Trymwell, and Woodforde, Cornw. and Devon, the manors of Multon Fletluces, Multon Harrington, Multon Dominorum, Bewsolas, Skirbeke, Algerkirke and Kyrton, Linc* So it appears to have been Crown property during the reign of Henry VIII.

In 1582, the Earl of Sussex sought a licence to the *alienate the manor of Moulton, Lincolnshire, and lands including a water mill in Moulton, Fleet, Bewsolas and Skirbeck to Richard Wrothe and Robert Butler for £20.* Wrothe was an executor to the Earl and was given the task of organising the sale of the Earl's land in Lincolnshire and beyond to settle his debts. The records of this time are rather unclear since a record of 1571 notes that Bewsolas was assured to James Harrington by his father, Sir James Harrington on the former's marriage to Anne Kelway. It may be therefore that Sussex has some land on Bewsolas but did not in fact hold the manor. Whether Sussex and Harrington were tenant Lords is unclear, but it would appear so.

The descent from the time is rather sporadically recorded, as is quite common in Lincolnshire, where there is no dedicated county history. A record from the Treasury Books in 1721 notes the following:

*Report of the Attorney General to the same, on the memorial of the Duchess of Buccleuch, to the King. The memorial sets forth that on her marriage with the late Duke of Monmouth, King Charles II. agreed to make a settlement on them in Scotland, to the value of 40,000l., which was not done. Afterwards the King granted the manor of Spalding, and other manors in the county of Lincoln, said to be of the yearly value of 566l. 10s. 1 d., for 99 years, from the decease of the late Queen Dowager. On the outlawry of the Duke, the manors were granted to trustees, for the use of the Duchess. On the demise of the Queen Dowager, the Duchess came into possession, and received the rents. By an error of the Clerk, who made out the schedule by which the first grant was formed, the rents of the Manor of Whaplode (37l. 17s. 4 d.) and those of the Manors of Moulton, Bowesllas (75l. 13s. 8 d.) were not inserted, though the manors were granted and the advowsons to the livings were reserved to the crown*

In 1741, Lady Isabella Scott is recorded as petitioning for a new lease for the manor and for that of Whaplode, and she was one of the various tenants who had held and farmed the Lordship from the Crown over two centuries. Her grandson, Francis, Earl of Dalkeith, was tenant in 1748, and he died in 1750. In 1757 the manor was held under Crown lease by Sir Samson Gideon, a lawyer of the Temple Inn. He was still the tenant on 1784.

In 1863 the Lordship was put up for sale by the Crown and sold to Edward Westwood and James Edward Robinson. The Lordship passed through several owners after this. It was purchased in 1885 by Henry Paine and Richard Brettell but the latter bought the whole title in 1893. It then passed to Clara Freeman who sold it to Owen Warner in 1929. In 1954, Warner sold it to John Beaumont, who in turn, sold it to Lieutenant Colonel Robert Gayre in 1966. It was sold by the Gayre family to the family of the present holders in 2001.

## A Selection of Manorial Documents in the Public Domain

| | | |
|---|---|---|
| 1811 | Crown Estate plan | National Archives |
| 1844-1863 | Enfranchisements | |
| 1859-1863 | Sale of the Manor | |

Lt Colonel Robert Gayre

# 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 £50,000 and 15% of the price agreed above £50,000, plus VAT on the overall sum. For illustration purposes, if the price agreed for the Lot is £55,000, and the prevailing rate of VAT is 20%, the Buyer Premium will be £10,750 (comprising £10,000 for the first £50,000 (at 20%), £750 for the remaining £5,000 (at 15%) and £2,150 for VAT (at the 20% prevailing rate).

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

5.2 **Guide price for the Lots**. The guide price of each Lot is set out on our website and in the

catalogue. All Lots are zero-rated for VAT which will not be payable on the price you pay a vendor. Your instructions to us may be to offer the vendor less that 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 o f3% (UK/EU) or 3.5% (non-UK/EU). You must pay the Buyer Premium on receipt of our invoice which we will issue at the same time as we confirm the vendor's acceptance of your offer. You must pay our invoice at the latest within seven calendar days after the date of the invoice.

5.6 **We can charge interest if you pay late**. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

5.7 **What to do if you think an invoice is wrong**. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

5.8 **Right to a refund of our fees**. Your rights to the refund of our fees are as follows

(a) Even if we are not at fault but you end the contract under our goodwill guarantee set out in clause 4.4, you will receive a full refund of our fees.

(b) If, pre-contract with the vendor, your solicitors discover a defective title during their investigations which affects the vendor's ownership of the Lot, you will receive a full refund of our fees (as well as the deposit paid in accordance with clause 6.5). You will need to provide us with satisfactory evidence of the defect (usually via a letter from you solicitor) before we refund our fees.

## 6. THE DEPOSIT

6.1 **Reasons for the deposit**. There are two reasons why we take a deposit:

(a) **Protection for the vendor**. As any vendor requires when selling a residential property, a deposit will be payable on the entry into of the contract for the sale and purchase of a Lot too with the vendor (see clause 4.3). The deposit will form part payment of the purchase

price you agree with the vendor should you proceed to complete the purchase of the Lot.

(b) **Protection for us too**. Our business depends on good relations with the vendors and it is imperative that you will go on to honour the purchase if your offer is accepted by a vendor. As the Lot will be reserved to you and withdrawn from sale, our opportunity to sell the Lot to a genuine buyer may be lost if you unreasonably pull out of the transaction. Accordingly, should you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause (c) below, you will forfeit the deposit which will be charged to you as a reservation fee.

6.2 **Amount of the deposit**. The deposit payable to reserve any Lot will equate to 25% of the price of the Lot agreed with the vendor.

6.3 **When you must pay the deposit and how you must pay it**. As with our fees, we prefer BACS payments but we do accept payment by all major debit and credit cards subject to a surcharge of 3% (UK/EU) or 3.5% (non-UK/EU). You must pay the deposit at the same time as you pay our Buyer Premium – on receipt of the invoice for our fees (which we will issue at the same time as we confirm the vendor's acceptance of your offer). It must be paid at the latest within seven calendar days after the date of the invoice for our fees.

6.4 **Holding and release of the deposit**. We will hold the deposit as stakeholder for the vendor until completion of the purchase at which point it will be released to the vendor (or until it may otherwise be released to the vendor in accordance with the terms of the contract for the sale and purchase of the Lot between you and the vendor). If you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause (c) below, you will forfeit the deposit as explained above and, by way of set off, it will be released to us in payment of the reservation fee.

6.5 **Return of the deposit**. Your rights to the return of the deposit paid are as follows:

(a) Even if we are not at fault but you end the contract under our goodwill guarantee set out in clause 4.4, you will receive the deposit back from us.

(b) Once you have entered into a contract for the sale and purchase of the Lot with the vendor, the deposit may be returnable by the vendor under the terms of the purchase contract (for example if the contract is rescinded) but you will need to take this up directly with the vendor and enforce your contractual rights against the vendor.

(c) If, pre-contract with the vendor, your solicitors discover a defective title during their investigations which affects the vendor's ownership of the Lot, you will receive the deposit back from us (as well as a refund of our fees in accordance with clause 5.8). You will need to provide us with satisfactory evidence of the defect (usually via a letter from you solicitors) before we return the deposit to you.

6.6 **Deposit is also a reservation fee**. As explained above, the deposit also acts as a reservation fee if, and only if, you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause 6.5. If this occurs, we will charge you a reservation fee equal to the amount of the deposit inclusive of VAT at the prevailing rate. We may issue you with an invoice at any time after you have pulled out and we will set off your liability for the payment of our invoice by retaining the deposit.

6.7 **Election to re-use the deposit (and top-up fee)**. Rather than incur the reservation fee should you decide to pull out of the purchase pre-contract, you may elect to use the deposit to make an

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

## 7. YOUR CONSUMER RIGHTS

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

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

(b) **In all other cases**, please see clause 7.3.

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

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

## 8. HOW TO END THE CONTRACT WITH US

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

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

(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 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 Republic, Lordships of the manor are known as 'estates in land' and in Courts, where they may crop up in cases to do with real property, they are often simply called 'land'.

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

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

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

## 1.2: Importance of Solicitors

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

Solicitors will be looking principally for one thing: whether the person or company selling is the legal owner.

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

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

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

A solicitor will also check that the Manor is purchased 'unencumbered' (ie that there are no unexpected costs, such as the duty to repair the chancel of the local church, known as the 'lay rectorship', or 'lay 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 exempt, as they are if they buy most goods in the UK.

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

### 1.4: British and overseas owners and death

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

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

Lords of the Manor in England and Wales were given until 13 October 2013 to register any rights they may have in the Manor against properties on the register. Registration of rights against unregistered properties and those which have not been sold since 2013 can still be made. Registration can therefore continue

indefinitely BUT if they weren't registered when the freehold is re-registered they lapse on re-registration. However the change in law did not affect freehold rights such as manorial waste, which is by definition freehold belonging 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 traditional 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, developer, 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 individual 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 ransom 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 'baronies'. Indeed, Scottish Dispositions (Conveyances) routinely refer to the 'manor place' in barony documents going back centuries. Some land was still held feudally in Scotland until reforming legislation in the Scottish Parliament was enacted and came into force in November 2004. Purchasers should engage a Scottish solicitor (Scotland being a separate legal jurisdiction from England and Wales), and a seller will provide what is called an 'Opinion' or an 'Advice' from a lawyer or other land historian, who has made such things a speciality, 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 November 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 capable 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 copyright, patents, intellectual property.

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

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

## 2.2: Treasury Solicitor (BV)

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

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

The conception of the Treasury Solicitor (BV) derives from an ancient word, 'escheat.' 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 reforming 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, buy 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 was 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 Winchesterprobably 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, egDOMESDAY BOOK.

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

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

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

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

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

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

Franklin: a freeman or yeoman in later medieval England.

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

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

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

Free warren: charter of sporting rights.

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

Gathering: a group of FOLIOS sewn together before binding.

Geld: see DANEGELD.

Gonfalon: banner or standard.

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

Great Domesday: see EXCHEQUER DOMESDAY.

Gules: red in HERALDRY.

Halley's Comet: a COMET named after Edmond Halley, d. 1742, who observed it in 1682 and calculated its orbit round the Sun to be approximately every 76 years: illustrated in the Bayeux Tapestry
Hauberk: knee-length tunic made of MAIL.
Heraldry: system of personal identification of knights by means of insignia (COAT ARMOUR, COATS OF ARMS) on shields or standards.
Heriot: due to Lord on death of a tenant - usually his best beast.
Hide: originally a unit, varying between 40 and 1000 acres, thought sufficient to support one family. In DOMESDAY BOOK a fiscal unit on which DANEGELD was levied, and generally assumed to contain 120 acres.
High Justice: power to inflict death.
Homage: act of submission by a new VASSAL to his LORD.
Honor: land, normally comprising MANORs in several counties, held by a BARON or TENANT-IN-CHIEF.
Housecarl: a member of an élite 'Guards' infantry unit serving a King or Earl in Anglo-Saxon England.
Hundred: a unit of fiscal assessment and local government outside the DANELAW, originally containing 100 HIDEs, intermediate between the county and the MANOR, roughly equivalent in size to the modern District; cantrefi in Wales
Incidents: the payments and services to be rendered by a VASSAL to his LORD in addition to regular rent and FEUDAL SERVICE: these usually included an inheritance tax (relief) and a death duty (heriot).
Infangenthef: the power of a LORD to inflict capital punishment on his tenants, OUTFANGENTHEF

Keep: central tower of a Norman castle.

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

Lineage: authenticated genealogy or pedigree.

Lion rampant: a lion standing on its hind-quarters with its front legs in the air, in HERALDRY.

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

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

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

Mail: flexible armour made of interlocking iron rings.

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

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

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

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

Nasal: metal nose-piece attached to a helmet.

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

Or: gold or yellow in HERALDRY.

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

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

Pannage: right to pasture swine.

Pennon: long narrow flag carried on the end of a spear or lance.

Perambulation: a survey made by walking the boundary of the Manor. Still continued in some Manors
Perpendicular: style of Gothic architecture in vogue from the mid-14th to the 16th century.

Piscaries: fishing rights.

Plain: blank, uncoloured space in HERALDRY.

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

Presentment: to introduce into court.

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

Proper: natural colours in HERALDRY

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

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

Rape: An area of jurisdiction in Sussex

Reformation: the period 1529-59 in which England first rejected the religious authority of the Pope and then changed from Catholic to Protestant doctrine and beliefs.
Revival Gothic: Gothic architecture as revived from the late 18th century onwards.

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

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

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

Sable: black in HERALDRY.

Saracenic: relating to the Arabs of Syria or Palestine.

Satellites: records preserving copies of parts of the earlier stages of the DOMESDAY INQUEST.

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

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

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

Smallholder: see BORDAR.

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

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

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

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

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

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

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

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

Terrier: register of landed estate.

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

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

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

Turbary: Manorial right to cut turf.

Valor: valuation

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

Vert: green in HERALDRY.

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

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

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

Witan: Anglo-Saxon and early Norman Royal Council.

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

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

Yardland: a quarter of a HIDE.

Yoke: Kentish and East Anglia - same as plough.

ABBREVIATIONS
NA: National Archives formerly Public Record Office
BL Cat: Catalogue of the British Library
BExtP: Burke's Extinct Peerage
BLG: Burke's Landed Gentry
Bod: Bodleian Library
BP: Burke's Peerage
BRS: British Record Society
Bull IHR: Bulletin of the Institute of Historical Research
Bull MSGB: Bulletin of the Manorial Society of Great Britain
C: century
c : circa
Close R: Letters from the Close Rolls
CR: Charter Rolls
d : died
dau: daughter
dsp : died without issue
dvp : died in life of father
ex : executed
HA: Historical Association
infra : below
k: killed
kn: knighted
m : murdered
NLI: National Library of Ireland
NRA: National Register of Archives
PR: Patent Rolls
PRO: Public Record Office, see NA
qv : which see
Rec Com: Record Commision
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 Coppinger (1904-11) produced remarkable histories by Hundreds, then the Manors within each Hundred, using records in private ownership. We can only be amazed at their determination and grasp of palaeography and topography, knowledge of genealogy and national history.

Such records are not only of use in understanding the management of landed estates, but are also records of the names of ten-ants, many of whom succeeded one another. It became Jaw 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 pf 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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