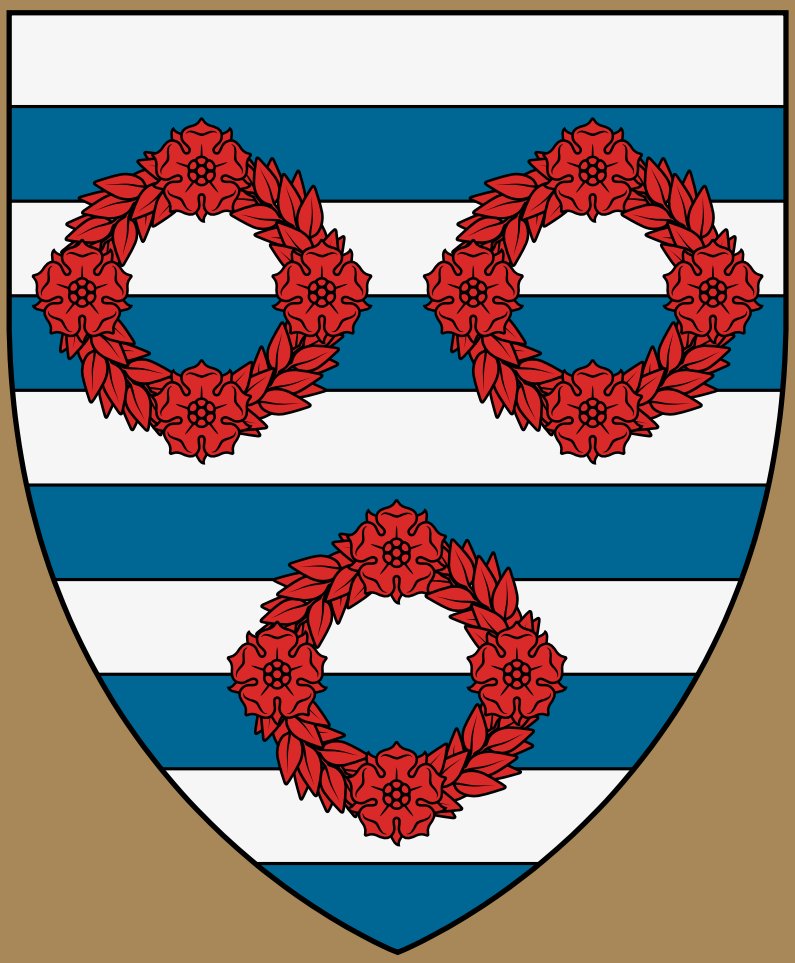

The Barony of Greystoke Cumbria
formerly Cumberland
with the Lordship of the Manor of Greystoke

Manorial Services
A sale by private treaty

A private treaty sale of

The Barony of Greystoke Cumbria
formerly Cumberland
with
the Lordship of the Manor of Greystoke

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

Manorial Services Limited
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Front page image: Arms of Sir Herbert Cohen

LIST OF LOTS

Lordships of the Manor	In the region of
The Barony of Greystoke Cumbria, formerly Cumberland with the Lordship of the Manor of Greystoke	£200,000

The Barony of Greystoke Cumbria, formerly Cumberland with the Lordship of the Manor of Greystoke

The most famous Lord of Greystoke swings from tree to tree whilst uttering his immortal cry. In *Tarzan of the Apes*, we meet John Clayton, Lord Greystoke, who is marooned with his wife Alice, in the jungles of Western Africa. Their one year old son is adopted by an ape, Kala, after both his parents die and he grows up to be Tarzan - Lord of the Apes. The sensational novel written by Edgar Rice Boroughs and published in 1912, is one of the most famous adventure stories worldwide and the name "Greystoke" is synonymous with it and the countless adaptations on film and television. These include *Greystoke: The Legend of Tarzan, Lord of the Apes* released in 1984. It is generally held that Rice Boroughs met one of the Howard family (the Barons of Greystoke) during the Boer War, and later used the name as a suitable moniker for his hero. He visited the Castle on a number of occasions thereafter. This is an opportunity to become the next Baron of Greystoke and to become part of a 1000 year old history and one of the most famous characters in literature.

The Barony of Greystoke.

Greystoke Castle lies a few miles west of Penrith in beautiful, lush green countryside, just to the north of the Lake District National Park. Though quiet today this area was once the frontline in the generational conflict between England and Scotland. It is centred on Greystoke Castle and its Barons controlled a territory which included Greystoke itself and the manors and parishes of Berrier and Murrah, Little Blencow, Bowscale, Hutton John, Hutton Roof, Hutton Soil, Johnby, Motherby and Gill, and the chapelries of Matterdale, Mungrisdale, Threlkeld, and Watermillock.

Film poster Tarzan And Jane by Jean Beaufort

Greystoke Castle

A Barony was land, normally comprising of several manors across several parishes in one or more counties, held by a Baron, or Tenant-In-Chief. A barony was often, though not always, centred on a castle, built by the Norman rulers as a way to control a specific area and a number of individual manors. In the feudal pyramid, a Baron owed his allegiance to his Earl or even directly to the King himself and was the highest form of feudal tenure. Baronies were far fewer in number than manors and most did not survive the Middle Ages as tenures.

The Barony of Greystoke was held by the service of one whole barony with the retirement of serving the King in person in Scotland. This was a vital part of the deal since for several centuries Cumberland was subject to bouts of violence, invasion and war.

English Baronies rarely come to the market and it is even rarer for a Barony such as Greystoke, which has passed only through descent. The holder would be entitled to style themselves as Baron Smith of Greystoke and become a custodian of the honour like those who will be described below.

Mr Howard the current owner of the Barony, will be delighted to welcome the new Baron to Greystoke for a personal, formal 'handover' of the title and a time convenient to the purchaser.

The Early Barons

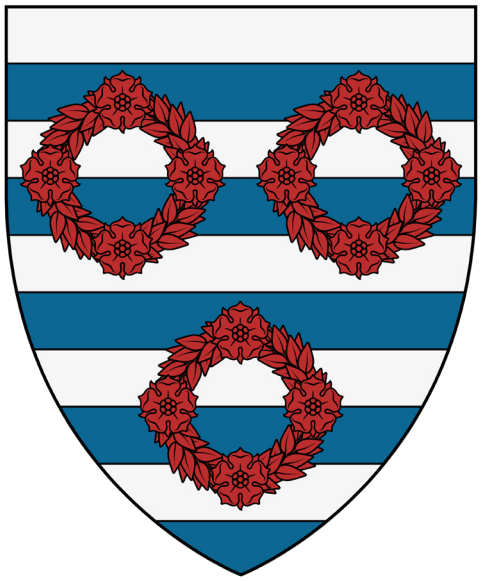
This wild and mountainous part of England was not immediately tamed by the forces of William the Conqueror and was not until the 1190s that William II was able to establish dominion north of Kendal however, in 1069, the Saxon, Ligulf or Lyulph was regranted land west of Penrith by Ranulph de Meschines, earl of Cumberland. On this site, he built a wooden fortress surrounded by a pale. The Barony includes that part of Cumberland which lies south of the Forest of Inglewood between the Barony of Penrith and the manor of Castlerigg. Ullswater is a corruption or anglicised version of Lyulphs Water and the lake lies south-west of Greystoke lands at Dacre.

Lyulph's descendants took the name, Greystoke, which is a derivation of *gray stock*, meaning place of badgers, in the Norse. The link to the Norse who traveled up the Eden valley to settle in Cumbria is strong. Some local sheep farmers still count their flock by two using *Jan, Tan, Tethera*, as they still do in Norway. His immediate successor was Forne to whom Henry II confirmed the grant of the Barony. His son, Ivo, built the first stone castle when the area became turbulent with incessant Scottish raids. The basis of the castle was a fortified central structure known as a pele tower, many examples of which can still be seen in Cumbria. These were primarily defensive and used to shelter locals and their animals during a raid. A later pele tower was erected in 1353.

Born in 1106, Walter succeeded his father as Baron in 1156 and was married to Alice de Folketon in 1131. He died in 1162 and was followed by Ranulph, and then his son William who was a minor when his father died in 1210. His eldest son, William, died in 1209 and so the Barony passed to his grandson, Thomas, the 7th Baron. He 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. The holder of the wardship could expect to earn the income of his ward's lands until he reached the age of 21 and so was a lucrative gift. Thomas was able to take full control of the Barony in 1229 and married Vipont's daughter, Christian. As Baron, Thomas played his part in the protecting the border country.

After his death in around 1247, he was succeeded in turn by his sons, Robert (d. 1254), and then William (d. 1288). William's son, John, who was born in 1263 was 25 when his father died and was summoned to Parliament by writ, as Lord Greystoke, from 1295 to 1305. He is therefore considered to be the first Lord of Greystoke. 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 lands including the feudal Barony of Greystoke passed to Ralph FitzWilliam, the son of his aunt, Joan de Greystoke and thus the first line of the Barons of Greystoke became extinct.

Ralph's father was William, Lord of Grimethorpe in Yorkshire, and his inheritance of Greystoke made him one of the most powerful feudal lords in the North of England. He was a close friend of his cousin, John de Greystoke and in 1297 the latter obtained an licence to enfeoff Ralph with both the manor and the Barony of Greystoke and conveyed *in fee simple* on the proviso that Ralph would found both a college and a church there: the result was St Andrews, the present parish church. Ralph then demised the Barony to John as his tenant for life. John died in 1306 whence the Barony was returned to Ralph.



Greystoke Arms

Ralph was a prominent Lord in the North. In 1301 he co-signed a letter from the Barons to Pope Boniface VIII, repudiating the Pontiff's claims over Scotland and defending the claims of Edward I. After the accession of Edward II in 1307, Ralph became somewhat disenchanted with the king, but remained an important warden of justice in the North until his death in 1317. He was briefly succeeded by his second son, Robert, who died later in 1317 and the Barony and Manor duly passed to Robert's eldest son, Ralph. An inquisition into Robert's death found that he *died seised of the manor of Greystoke, with the appurtenances, holden of the king in capite by homage and the service of £4 per annum for cornage: that the said manor is worth by the year, in all issues, at this time, £62 13s. 9d. and no more, because it is destroyed by the Scots; but before these times, in time of peace, it was usually worth in all issues 200 marks.*

Ralph was the first of the family to be summoned to Parliament as a Baron, under the name, Greystoke and is therefore considered as the 1st Baron of the line. He fought with Edward II against Thomas of Lancaster at the Battle of Boroughbridge, near York, in 1322. He married Alice, daughter of Hugh, Baron Audley and died in 1323, supposedly poisoned by adherents of Sir Gilbert de Middleton, who had been arrested by Ralph some years before. His heir, William, was an infant at the time of his father's and the Barony was then administered by Alice, and her second husband, Ralph Neville, 2nd Baron Neville de Raby.

William was born at Grimethorpe in Yorkshire, the old seat of the family, and he reached his majority in 1342. As a young man he led a military life, mainly in France, where he served Edward, the Black Prince, and was present at the siege of Calais in 1346. He followed Henry, 1st Duke of Lancaster during his largely unsuccessful Northern Crusade in Prussia in 1351. In 1353, William, known as the 'Bon Baron ' obtained a royal licence to crenelate Greystoke Castle. It was extensively rebuilt, with the addition of three towers and Greystoke became a defensive fortification with the ability to house a garrison. He died in 1359 and was buried at St Andrews. The inquisition after his death recorded that the Barony included *a park called 'le Hevedpark,' two parts of a park called 'Gilkamban,' a spot (plac') called 'le Heved' with a sheiling (scalinga) below, another called 'le Scalefeld,' a corn-mill, a fulling-mill, tenants of 'Forland' and 'le Cogland' and tenants of burgages, held, with other tenements now held by Ralph de Nevill, knight, and Alice his wife, late the wife of Ralph baron of Craystok, deceased, of the dower of the same Alice, of the king in chief as of the crown, by homage and fealty and by service of a barony, and by service of rendering to the king yearly at the exchequer of Carlisle by the hands of the sheriff of Cumberland 41. for cornage and doing suit at the county [court] of Carlisle every month*. Both Gilkambojn (Gilcambon) and Le Scalefield (Scalefield) still exist as fields within the estate.

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.

John, 4th Baron Greystoke, was assessed for tax in 1436 and found to have a rather modest yearly income of £650 per year but he is described in the Dictionary of National Biography as *a force to be reckoned with*. His son and heir, Ralph, 5th Baron, was a Yorkist supporter during the Wars of the Roses and an adherent of the Earl of Salisbury. He is thought to have fought with the Duke of York at the Battle of Wakefield in 1460 but then hedged his bets and fought with Lancastrians at the Second Battle of St Albans in 1461. He survived the war and died in 1487.

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 Barons

Thomas Dacre was an ambitious young man. He had fought at the Battle of Bosworth as a 17 year old, on the side of Richard III, but quickly made his peace with Henry VIII after the Yorkist defeat. He served the new regime loyally and was made a Knight of Bath in 1503. In 1488 he had eloped with Elizabeth Greystoke; it is unclear if she was complicit. He took her from her guardian, Baron Clifford, from Brougham Castle a few miles south. When she then unexpectedly inherited the Greystoke estate, Dacre became very rich and this propelled him towards the front ranks of Northern nobility. He was appointed Warden General of the Scottish Marches in 1509. Though he considered himself a friend of James IV, once winning £2 from him at cards, he fought at the battle of Flodden in 1513, commanding the Border Lancers. During the battle he could be heard to cry "A Red Bull, A Red Bull" (a supporter of the Dacre Arms) and he saved the life of the Duke of Norfolk on the English right flank. After the battle he discovered the body of King James and took it to Berwick to be identified. In 1518 Henry VIII made Thomas a Knight of the Garter and he was present with the other Garter Knights, with the King at his meeting with Francis I of France at the Field of the Cloth of Gold in 1520. He died in 1525 after falling from a horse whilst out riding in the Bordars.

His son, William succeeded his mother as the 7th Baron of Greystoke in 1516 and his father as 3rd Baron Dacre in 1525. He married Lady Elizabeth Talbot, daughter of the Earl of Shrewsbury and like his father, was a warden of the Marches. In 1334 he was accused of treason, after undertaking his own negotiations with the Scots and for a time was imprisoned in the Tower of London. He defended himself in court and was acquitted.

After William' death, he was briefly succeeded by his son, Thomas, the 8th Baron Greystoke and 4th Baron Dacre, who died in 1566. His son, George, was just five years old when his father died and was summoned to Parliament in September 1566. He died in 1569 and the Dacre line became extinct.

Tomb of Thomas, 2nd Lord Dacre, Baron of Greystoke in Lanercost Priory, Cumbria. Credit, David Dixon, CC BY-SA 2.0

The Howard Family

We now come to the family who have held the Barony for 450 years, the Howards. George had three sisters, Anne, Mary and Elizabeth. Thomas' widow, Elizabeth, married Thomas Howard, 4th Duke of Norfolk but died during childbirth in 1567. Her three daughters remained in the Duke's household and by the time they were fourteen they had each been married to one of their step-brothers. Anne married Philip, who later was to become 13th Earl of Arundel; Mary married Thomas, later 1st Earl of Suffolk and Elizabeth married the youngest, Lord William Howard of Naworth Castle.

Thomas Howard, through his marriage, became the de facto Baron of Greystoke. As Earl Marshal, he had organised the coronation of Elizabeth I in 1559, and in 1568 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. 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.

Charles Howard, 11th Duke of Norfolk

The Barony of Greystoke passed to Philip Howard (who was) still at school when his father died. After he graduated from St John's Cambridge, he began to attend court and despite his father's travails, became a favourite of the Queen. In 1581, after inheriting the Earldom of Arundel in 1580, Philip asserted his loyalty to Catholicism and he was privately received into the faith in September 1584. He was able to keep this a secret for a time and planned to leave England so that he could worship openly. He sailed in April 1585 but his ship was intercepted and he was arrested and committed to the Tower. He was sentenced under various charges and fined £10,000 (roughly £3,000,000 today). Despite being offered his freedom on renouncing his faith he refused and was accused of praying for the success of the Spanish Armada in 1588. He was tried and found guilty of High Treason in April 1589; his lands and estates forfeited. Elizabeth was reluctant to sign his death warrant and he remained a prisoner in the Tower for ten years. He died whilst still a captive in 1595. In 1929 Philip Howard was beatified by Pope Pius Xi and in 1970 he was canonised by Paul VI as St. Philip Howard - one of the forty martyrs of England and Wales.

Philip was succeeded by his son Thomas but owing to the seizure of the Howard estates after his arrest Thomas was allowed the courtesy title of Lord Maltravers whilst Elizabeth was alive. After her death in 1603 an Act of Parliament restored them to him and he became the 14th Earl of Arundel. He was a diplomat for James I and was appointed as Earl Marshal in 1623. He undertook several high profile diplomatic missions for Charles I in the 1630s and was appointed Lord Steward to the Royal household in 1640. He left England for the Netherlands in 1642, accompanying Princess Mary for her marriage to William of Orange. When news of civil war brewing in England reached him he decided to remain abroad and lived at Padua in Italy. He contributed over £30,000 to the Royalist Cause, but died without ever retuning to England, in 1646.

During the Civil War, the Howard family, not headed by Henry, 15th Earl of Arundel, remained staunch supporters of the Royalist Cause. In 1648 Greystoke was besieged and captured by a Parliamentary force under General Lambert. True to form, the Roundhead forces largely destroyed the Castle. It remained a ruin for almost 200 years. Henry began the long process of restoring the castle in 1720 . A gun battery emplacement still exists and is known as Cromwell's Holes.

Thomas Howard, 14th Earl of Arundel, by Marcus Gheeraerts the Younger

After Henry's death in 1652, the Barony and Manor of Greystoke passed to his fourth son, Charles Howard, who died in 1713. He married Mary Tattershall of Berkshire and it duly passed to their son, Charles who died in 1720. His son and heir, also Charles, succeeded to the Dukedom of Norfolk after the death of his cousin, Edward, the 9th duke, in 1777. Thus Greystoke was reunited with the Dukedom after a century apart. Charles' son, Charles 11th Duke, continued his grandfather's work on repairing the fabric of the castle. Known to some as the Drunken Duke or Jockey, due to his love of conviviality, Charles had a new northwest wing constructed, containing a banqueting hall and kitchens and raised the main tower to the height it is today. Though he was boon companion and drinking partner with the Prince of Wales, the Duke was a fervent Whig. He was sacked from his position as Lord Lieutenant of the West Riding after being heard to toast *Our sovereign's health—the majesty of the people* in 1798. Indeed he was dining with the Prince when he was given the news that he had been deprived of his offices by the King. He supported the American Colonists during their War of Independence and members of the wider Howard family fought on both sides. The village pub in Greystoke is thought to be named in his honour in remembrance of his sever gout, which would necessitate him wearing a boot on one foot and a shoe on the other - The Boot and Shoe!. He was also a noted gourmand, being the best known member of the Beefsteak Club. he also credited with spreading the fashion of dining later in the evening rather than at 4 o'clock in the afternoon.

Charles had a hunting lodge built in Gowbarrow Park, near Ullswater, known as Lyulph's Tower. This was built around an existing pele tower. Some scholars are of the opinion the beauty of the park inspired William Wordsworth to write what is perhaps the most famous verse in the English language;

I wandered lonely as a cloud
That floats on high o'er vales and hills,
When all at once I saw a crowd,
A host, of golden daffodils;
Beside the lake, beneath the trees,
Fluttering and dancing in the breeze.

Charles died in 1815 and having no children by either of his marriages, the Greystoke Estate, with the Barony and Manor, passed to Henry Howard, nephew of the 12th and succeeding Duke, Bernard Howard. Henry undertook a comprehensive redevelopment of the Greystoke Estate under the auspices of Anthony Salvin; building a school and restoring the stained glass windows of St Andrews which had been removed and hidden during the Civil War. Previous Barons of Greystoke had used the estate as a base for sporting pursuits but Henry decided to create a model farm to help it pay its way. In 1868 a chambermaid left a lighted candle in a cupboard at the Castle and the resulting fire destroyed most of the interior along with furniture, paintings and a great deal of the historical records.

Henry served as High Sheriff of Cumberland in 1834 and was a Member of Parliament for Shoreham in Kent and Steyning in Sussex from 1826 to 1832. Henry Charles Howard, known as "Harry" succeeded to the Barony in 1875. He served as Member of Parliament for Penrith from 1885 and was chairman of Cumberland County Council, until his death in 1914. The estate passed briefly to his brother, Edward Stafford Howard, who had a distinguished political career and was made a Knight Commander of the Order of the Bath in 1909. He died in 1916 and Greystoke passed to his nephew, Bernard Esme Howard. Until the the 1930s the Greystoke had a full baronial court at which the transfer of copyhold property in the various manors which made up the Barony were transacted. One of the few Baronies for which a court still sat until the end of the feudal system after the 1922 Law of Property Act.

During the Second World War, the Castle (was used to house Polish prisoners of war), surrounding lands were requisitioned by the British Army and used as a training area for tank drivers.Unsurprisingly, this caused damage to the farmlands and many walls and buildings were smashed and driven over. By the time the Army, and the Polish Prisoners of War who followed, left in 1949 the Castle was in a poor condition. In 1950 however, it was inherited by Sir Algar Howard of Thornbury Castle in Gloucestershire, who then immediately passed it to his half-brother, Stafford Howard. He began the long process of restoring the castle and estate after the previous depredations, and the present owner, his son and heir, Neville Howard, has continued the process.

The Barony of Greystoke is sold together with the Lordship of the Manor of Greystoke.

The American Connection and Tutukhamun

As has already been noted, Charles Howard, 11th Duke of Norfolk was a Whig. Traditionally the Whigs supported the Hanovarian kings as constitutional monarchs and tended to be liberals. The Duke was more liberal than most, to the point where he actively supported the American colonists in their struggle with the English. Since members of the Howard family fought on the side of the English this amounted to something like civil war within the family. Charles celebrated each colonial victory by building monuments on the Greystoke estate. He built a fortification at the farm he renamed Bunker Hill and the same at Putnam, both of which farms still exist as does Jefferson Wood. According to the present owner of the estate each new adornment was meant to *irritate the local Tories, which it did beautifully*. Lord's Wood on the estate was so named after the House of Lords rescinded the demand for the American colonists to pay taxes by repealing the Stamp Act in March 1766.

Like many British noblemen in the first half of the 20th century, the Howards of Greystoke looked to America when choosing a bride. In 1940 Stafford Vaughan Stepney Howard married Mary Gracia Neville Howard. She was the daughter of George Wilder Neville and the mother of the present holder of the Barony. Neville could trace his descent to The Mayflower, through the lineage of Richard Warren of Hertfordshire and in 1930 he married Mary Cardwell. Mary was the grand-daughter of J Morton Howell, who was appointed Envoy Extraordinary and Minister Plenipotentiary to Egypt by President Warren Harding in 1921. That same year the

tomb of Tutukhamun was discovered by Howard Carter, and Morton visited the tomb at Carter's invitation. Howell was a keen Egyptologist and is supposed to have assisted in Carter's research of the site.

Howell brought back a number of mementos from his time in Egypt and from the tomb. He also contracted a lung disease which it is said, was caused by inhalation of dust whilst in the tomb. A gold embossed sword presented to him by the Khediv of Egypt was mounted on the fireplace of Greystoke Castle and the Howard family inherited a number of artefacts which were donated to Eton College and eventually passed to the British Museum

Please note that mines and minerals and sporting rights are reserved from this sale of both the Barony and the Lordship.

A selection of Baronial Papers in the Public Domain

1363-1364: compotus roll	British Library, Manuscript Collections
1661-1665: court roll	Arundel Castle
1661-1661: rentals	
1672-1673: rentals	
1472-1472: rental	Cumbria Archive Centre, Carlisle

1544-1828: papers and plans rel to boundaries
1589-1589: survey, with Burgh barony
1589-1589: survey and rental of 1589, with notes on services and customs
1600-1700: survey
1600-1600: rental, incl moss rents and foster-farms rents
1603-1604: bailiff's accounts
1606-1607: bailiff's accounts
1611-1613: steward's account
1625-1679: account and memoranda book
1633-1672: court book, with member manors
1634-1760: lawsuits between lord and tenants
1640-1640: rental
1662-1787: manorial papers
1667-1668: valuation of Greystoke and Gowbarrow parks
1669-1669: court book, with member manors
1675-1675: minister's accounts, with Burgh barony
1676-1676: rental
1676-1676: abstract of minister's account of rents and profits
1677-1680: rentals
1683-1684: general fine book
1685-1753: court book
1696-1696: court book, with member manors
1700-1800: rentals
1700-1700: rental
1700-1800: index to general fine
1700-1800: lists of fines and fees payable
1701-1701: list of fineable rents
1702-1705: abstract of admittances and rents
1703-1703: legal papers relating to customs
1719-1719: list of rents and arrears
1719-1720: steward's receipts
1720-1720: rental and valuation
1721-1721: disbursements of bailiff
1743-1790: verdicts, with member manors
1744-1786: court book
1784-1933: call books
1786-1835: court book
1797-1798: list of customary tenants
1800-1825: customary rental 1815-1815: rent book
1816-1816: rental and general fine
1822-1842: manorial papers

1824-1824: survey
1836-1874: court book
1842-1842: general fine
1868-1885: accounts of fines and fees
1875-1917: correspondence
1880-1885: rentals
1883-1883: assessment of general fine, with related letters
1891-1900: court papers
1896-1899: list of tenants and rents
1897-1913: court papers
1899-1917: accounts of fines and fees
1900-1909: papers relating to corn rents
1910-1915: court papers, with admittances
1915-1915: account of general fines

 The Boot and Shoe, Greystoke Village

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 of 1.5% (UK/EU) or 3.5% (non-UK/EU). You must pay the Buyer Premium on receipt of our invoice which we will issue at the same time as we confirm the vendor's acceptance of your offer. You must pay our invoice at the latest within seven calendar days after the date of the invoice.

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

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

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

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

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

6. THE DEPOSIT

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

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

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

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

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

6.3 **When you must pay the deposit and how you must pay it**. As with our fees, we prefer BACS payments but we do accept payment by all major debit and credit cards subject to a surcharge of 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.

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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www.manorialservices.com