



# Manorial Services

## A sale by private treaty

Vol. 5  
November 2022

# A private treaty sale of Lordships of the Manor

with

Sagebury, Worcestershire  
registered with HM Land Registry  
&  
Treffos, Anglesey

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

Manorial Services Limited  
Email: [info@manorialservices.com](mailto:info@manorialservices.com)  
[www.manorialservices.com](http://www.manorialservices.com)



113 Bellenden Road, London SE15 4QY, UK  
Company Number: 12712329  
VAT Registered Number: 359 6672 44  
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The Manorial Society	p. 55

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## LIST OF LOTS

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<u>Lordships of the Manor</u>	<u>Asking price</u>	<u>Pages</u>
Davillers, Suffolk	£ 8,000	p. 5
Little Waltham and Powers, Essex	£ 8,000	p. 8
Palgrave, Suffolk	£ 8,000	p.10
Thremhall Priory, Essex	£ 8,000	p.13
Treffos, Anglesey	£10,000	p.16
Ulting, Essex	£ 8,000	p.19
Sagebury, Worcestershire registered with HM Land Registry	£14,000	p.21
Shovelstrode, Sussex	£ 7,500	p.29
Diddington, Warwickshire	£ 8,000	p.31
Bracken on the Wolds, Yorkshire	£ 7,500	p.33

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## In association with Strutt & Parker

### The Lordship of the Manor of Davillers, Suffolk

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Also known as Davillers in Brome, or Brome Hall, this is one of two manors in this parish which survived into the Middle Ages. At the time of Domesday there were three manors, one belonging to Hugh Bigod, another to Hugh de Corbrn and the third to Robert Malet. By the reign of Henry III, at the beginning of the 13th century, this had been reduced to two. This manor was recorded as being held by Bartholomew D'Avilers in the early 1220s where it is described as consisting of 1 messuage with a garden and underwood, 50 acres of arable land, two acres of meadow and two acres of pasture. It was held by D'Avilers by an obscure service that *if the king should wish to have Patalium of the towns of Norfolk and Suffolk in his army in Wales, then he shall conduct the said Patalium from the ditch of Saint Edmunds into Wales, and receive at the side ditch 4d ahead for the maintenance for forty days*. The meaning of this service is that D'Avilers was required to lead a body of troops across the Welsh border, whenever the king commanded or required him to do so. Whether he ever discharged this service is not recorded.

In 1227 Bartholomew died and the manor passed to his eldest son Richard who died in 1269. In 1253 Richard had received a grant of free warren and for a weekly market and annual fair.(see charter rolls) He was succeeded by his son, Bartholomew (II) who lived only for another seven years, before his death in 1276. He was in turn succeeded by his son, also Bartholomew (III) who died still a young man in 1287. The Manor descended then to his son, Sir John Davillers who survived his father by just one year before passing his estate to his son and heir, Sir Bartholomew (IV). His death, in 1330 meant the end of the Davillers male line and this manor then passed to his three surviving young daughters; Isabella, Cecilia and Margaret but over time the whole manor became vested in Isabella, who was the eldest daughter. She was married to Sir Robert Bacon in around 1350, who was Knight of the Shire in the Parliaments of 1363 and 1369. The couple were succeeded by their son, Sir Bartholomew Bacon who died in 1392 and left his estate, including the manor of Davillers to his sister, Isabel. She was the wife of Sir Oliver Calthorpe of Burnham Thorpe in Norfolk who had been High Sheriff of that county in 1376.

Sir William Calthorpe succeeded to the manor in around 1411. He was married to Eleanor Mantley and died in 1420. Davillers remained in the Calthorpe family for a number of succeeding generations. Sir Philip was the last of the line at his death in 1549. He had married Jane Boleyn, the aunt of the ill-fated Queen but does not appear to have been swept up in the recrimination following Anne's execution in 1536. The manor passed to his only daughter Elizabeth and her husband Sir Henry Parker of Morley Hall at Hingham in Norfolk. He was a relation of the Boleyn family and was knighted in 1533. He was High Sheriff of Essex and Hertfordshire in 1536, and sat as a Member of Parliament for the latter.



Windermere Lake District from hill

In 1550, Parker sold Davillers to Sir Thomas Cornwallis who almost immediately constructed a house here, Brome Hall. From this time therefore manor also become known as Brome Hall or Davillers of Brome. Cornwallis (see Manor of Palgrave) was Governor of Calais which fell to France during his tenure and he was accused of treachery by some. One coined the phrase;

*Who built Brome Hall? Sir Thomas Cornwallis*

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

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

The Brome Hall estate remained in the possession of the Cornwallis family until 1823 when the house and the manor of Davillers were sold to Matthias Kerrison of Oakley Park. The house was in a state of disrepair, and the new owner spent a great deal of money to restore it. The manor eventually passed with the Oakley estate to the Maskell family and their descendants in whom it remains. Brome Hall was demolished in 1953.

The parish of Brome lies on the borders of Suffolk and Norfolk, a mile northwest of the small town of Eye and two miles from Diss.



Sir Thomas Cornwallis

## Documents in the Public Domain Associated with this Lordship

1563-1564: bailiff's accounts  
1452-1477: court roll  
1546-1546: court rol  
1551-1551: rental  
1553-1617: court rolls (2)  
1555-1558: bailiff's accounts  
1556-1556: rentals  
1556-1562: account book  
1568-1672: bailiff's views of accounts  
1569-1573: minute book  
1592-1592: ministers' accounts  
1612-1880: court books  
1665/1741: estreats  
1670-1679: court roll  
1747-1822: minute book  
1771-1800 rentals  
1793-1797: accounts  
1794-1799: surveys  
1823-1832: court fines  
1835-1835: rental  
1884-1884: rental  
1887-1897: minute book

Mannington Hall  
Suffolk Archives - Ipswich



Tomb of Sir Thomas Cornwallis

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In association with Strutt & Parker

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

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

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



Mildmay Arms

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

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

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

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

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

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



Little Waltham

## Documents in the Public Domain Associated with this Lordship

1415-1415: rental

Essex Record Office

1639-1912: court rolls/books

1810: schedule of court rolls and rentals

1813: rental

1834 rental

1899: rental



Monument to Sir William Luckyn

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## In association with Strutt & Parker

# The Lordship of the Manor of Palgrave, Suffolk

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Sir Edward Kerrison

Nestled on the borders of Suffolk and Norfolk is the village of Palgrave. It lies one mile to the south of the small town of Diss, and is divided from the latter by the River Waveney which eventually meanders its way to the North Sea at Lowestoft. At the centre of the village is Wide Green which found favour with the topographical historian and traveler Arthur Mee who noted in his *Kings of England* that *no pleasanter English setting could be found than the Wide green, planted with avenues of trees, which forms the Village street of Palgrave.*

The manor of Palgrave can be dated to a time before the invasion of the Normans in 1066 when it was a property of the Abbot of St Edmunds. It was granted by Athulf, Bishop of Elmham and Earl Wolfstan to the Monks of St Edmunds in 962 and the succeeding abbots were Lords of the Manor until the house was dissolved in 1539. The Abbey was one of



the wealthiest Benedictine monasteries in England and developed as a site of pilgrimage after the remains of the martyred king, Edmund, were moved to the site in 903. He was killed fighting a great Norse host in 863 and was considered to be the unofficial patron saint of England until the reign of Edward III.

Palgrave was surveyed in 1086 and found to be a considerable and valuable manor. It was estimated to be worth £8 a year which was a large amount and actually increased its value since the Invasion by £2. There were several hundred acres of demesne land and the Abbot was noted as owning 2 rouncies, 12 beasts, 6 hogs, and 8 sheep. A rounce was a horse used for riding.

In 1554 the manor was granted to Sir Thomas Cornwallis and his wife Anne. Born in 1518, Cornwallis was the eldest son of Sir John Cornwallis, Steward of the Household of Edward VI. He trained as a lawyer and was knighted by the king in 1548. A year later he assisted in the government's attempts to crush the rebellion led by Robert Kett and was temporarily taken prisoner by Kett's rebels in Norwich. After Edward's death in 1553 he initially supported Lady Jane Grey as queen but rapidly changed his mind when he heard that the



Robert Kett

population of London had not reacted well to her accession. After he had sworn his allegiance to Mary, she made him one her councillors. In May 1554 he was appointed treasurer of Calais and it was around this same period that he was granted the manor of Palgrave as part of a larger grant including the manor of Brome Hall. He remained in charge of England's last foothold in France for four years but was considered by some too willing to give the town up to the French.

This was far from true and he repeatedly warned the Queen that the English garrison in Calais was too weak. In January 1558 the town fell to the French and he was blamed by some. After the death of Mary he lost his place at court as Elizabeth ousted prominent Catholics. He retired to Norfolk but in 1569 was arrested in suspicion of aided a rising in the North. Imprisoned for over a year, Cornwallis was released in June 1570. Though he professed his loyalty to the Queen he retained his Catholic faith, often in secret. He was official branded a recusant and remained so until his death in 1604.

The manor of Palgrave descended to Sir Thomas' son, Sir William and it remained in the possession of the family until 1823. Sir William's son, Frederick was created 1st Baron Cornwallis of Brome. There were four subsequent Barons until Charles Cornwallis, who was born in 1700 was created Earl Cornwallis in 1762. His son Charles, one of the most famous generals of the American War of Independence and Governor-General of India, was created Marquess Cornwallis in 1792. Palgrave was sold to Matthias Kerrison of Bungay, who served as MP for Eye in the 1820s. He was succeeded by his son, General Sir Edward Kerrison of Oakley Park who commanded a regiment at the Battle of Waterloo. His son, Sir Edward 2nd Bt., died childless in 1886 and his estates, including Palgrave, passed to his sister, Agnes. She was married to Lord William Bateman but held the manor as Lady Bateman after her husband's death. In 1920 the manor was purchased with the rest of the Oakley Estate titles by Adolphus Maskell in 1924. On his death in 1937 the manor passed equally to his daughters, Hilda Parker and Ruby Malpass. Hilda died in 1959, and Ruby in 1964. Subsequently the manor has remained in this family until the present day.



House at Palgrave

## Documents associated with this manor in the public domain

1271-1275: court rolls	Suffolk Archives, Ipswich
1312-1313/1402: minister's accounts	
1314-1679: court rolls	
1416-1663: rentals, estreats and accounts (roll)	
1500-1600: extent (1 vol)	
1546-1546: estreat	
1550-1600: memorandum	
1555-1577: bailiff's accounts,	
1559-1878: collyer book (lists of holders of office)	
1556-1562: account book	
1609-1768: surrenders and admissions	
1612-1669: court books	
1732-1780: court book	
1804-1869: court book	
1773-1800: rental	
1823-1832: court fines received	
1887-1897: minute book	
1905-1937: court book	
1334-1335: rental	British Library
1547-1563: court book	
1357-1357: custumal	
1361-1379: terrier	
1386-1562: rental	
1561-1562: survey (with transcript)	
1562-1562: list of tenants	
1335-1336: court roll	Mannington Hall
1383-1384: messor's accounts	
1389-1390: court roll	
1412-1413: court roll	
1341-1422: court rolls	Norfolk Record Office
1542-1543: survey	The National Archives

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## The Lordship of the Manor Thremhall Priory, Essex

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This manor was created as a sub-ifeudation of the manor of Stansted Mountfitchet on the founding of Thremhall Priory in the mid 12th century by Gilbert de Mountfitchet. It is reported that before Gilbert departed on a pilgrimage to the Holy Land he gave land at Thremhall to a Scotsman called Daniel and arranged to have a monastery built there. The new manor was to provide it with land and an income. The priory was Augustinian and was one of the smaller such houses in the South of England. In 1291 it was valued at £17 2s and was found to receive rent from lands in Tendring, Manuden, Takeley, Farnham, Hatfield Regis, Birchanger, Elsenham, Ongar and Hallingbury in Essex as well as Thorley, Stortford and Brent Pelham in Hertfordshire. When the priory was dissolved in 1536 it was found to be worth just £60. The Priors were Lord of the Manor of Thremhall for over 300 years and are named as

Daniel

William, occurs 1202.

Robert

John, occurs 1241 and 1250

John, occurs 1306

William de Shereford, died 1368.

John de Takeley, elected 1368

Richard de Brangtre, resigned 1403

John Rokby, died 1438

Reginald Harneys, died 1465

John Crowne, collated died 1474

John Herbert, resigned 1489

John Hasilton, occurs 1492.

Simon Sponer, the last prior.

Thremhall lies in the extensive parish of Stansted Mountfitchet, near to the borders of Hertfordshire and a few miles east of Bishop's Stortford. The area is now known internationally as the home of Stansted Airport. Thremhall lies to the south of the airport, on the northern fringes of Hatfield Forest. There is nothing left of the priory itself but a house was later built on the site after it was purchased with the manor by the Houblon family in the 18th century. They built a residence on the site of the old priory and lived there for a time, furnishing the house from their nearby estate at Great Hallinbury.

After the dissolution of the priory, the manor and its lands were retained by the Crown until the reign of Elizabeth I when it was granted to Sir John Cary and Joyce Walsingham. Cary was a well connected relative of the Duke of Somerset and later married Joyce, who was a widow. They passed the lordship to their son, Wymond, who sold it in 1566 to land speculators, William Glascock and John Pavyott. The Glasscok family held Thremhall Priory for three generations before it was sold to Thomas Ray, son in law of George Glascock. In 1692 George Ray was Lord of the Manor. His son, the Reverend Thomas Ray, died without a male heir and therefore his estate passed to his daughter, who was married to a Dr Robinson. The descent of the manor over the next 50 years is rather opaque but by the middle of the 18th century it had come

into the possession of the Houblon family of nearby Great Hallingbury. This family were of Huguenot descent, having fled persecution in the Spanish Netherlands in 1560. They settled in London and became wealthy cloth traders and financiers. Sir James Houblon was knighted in 1691 and was a close friend of Samuel Pepys, being mentioned on numerous occasions in Pepys' famous diaries, as were his family in general. On 5 February 1666 Pepys writes *I did some little business and visited my Lord Sandwich, and so, it raining, went directly to the Sun, behind the Exchange, about seven o'clock, where I find all the five brothers Houblons, and mighty fine gentlemen they are all, and used me mighty respectfully. We were mighty civilly merry, and their discourses, having been all abroad, very fine. Here late and at last accompanied home with Mr. J. Houblon and Hill, whom I invited to sup with me on Friday, and so parted and I home to bed.* It was Houblon's grandson, Jacob, who purchased Thremhall Priory as an adjunct to his Great Hallingbury Estate, which had been acquired in 1729.

Jacob Houblon was a classic 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 perhaps not surprising 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 Thremhall Priory until the late 20th century when their representative, Mrs Puxley, sold it to a private buyer.

The current owner have made a website that is included in the sale: [www.thremhallpriory.org](http://www.thremhallpriory.org)



Sir James Houblon

## Documents associated with this manor in the public domain

Essex Record Office

- 1357-1860: court rolls (non-consecutive)
- 1372-1399: estreats (in court roll)
- 1380-1380: list of suitors, with Pettits Fee (in estreat roll) non-consecutive
- 1505-1505: rental
- 1517-1531: estreat roll
- 1542-1542: orders to bailiff (among other papers)
- 1640-1640: rental (among steward's papers, 1 bundle)
- 1640-1868: steward's papers (1 bundle)
- 1642-1866: stewards' papers
- 1642-1642: statement of arrears of rent (among steward's papers, 1 bundle)
- 1646-1646: rental (among steward's papers, 1 bundle)
- 1665-1665: estreat roll
- 1665-1665: presentment (among steward's papers, 1 bundle)
- 1680-1680: list of tenants at court (among steward's papers, 1 bundle)
- 1680-1692: presentments (among steward's papers, 1 bundle)
- 1751-1866: accounts of rents (with accounts of fines, reliefs, etc, 1 bundle)57
- 1775-1775: rental
- 1775-1825: steward's papers (1 bundle)9
- 1775-1781: court roll
- 1800-1800: rental
- 1850-1895: court book (1 vol)
- 1916-1918: accounts of rents received or due, with other manors (1 bundle)
- 1925-1932: account of rents due, with other manors (with other records, 3 bundles)



Thremhall Priory

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## The Lordship of the Manor Treffos, Anglesey

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The Manor of Treffos covers a large area on the south-east tip of the island of Anglesey. It is thought to be composed of two areas centred on the village of Llangeod and a large area which contains the improbably named village of -

Llanfairpwllgwyngyllgogerychwyrndrobwllllandtysiliogogoch.

It is accessed across the famous Menai bridge built by Thomas Telford. The extent is thought to encompass around 10,000 acres and includes the parishes of Llansadwrn, Llandegfan, Llangoed and Pentraeth.

Treffos has been an important place in Welsh history and is thought to have been the favourite property of Prince Llewelyn ap Griffith. It was here that Llewelyn held job councils when he was negotiating with Edward I. Sometimes known as Llewelyn the Last, he was the last native Prince of Wales and grandson of Llewelyn the Great who was the king of North Wales and became the "Prince of the Welsh" in 1228. Although divided

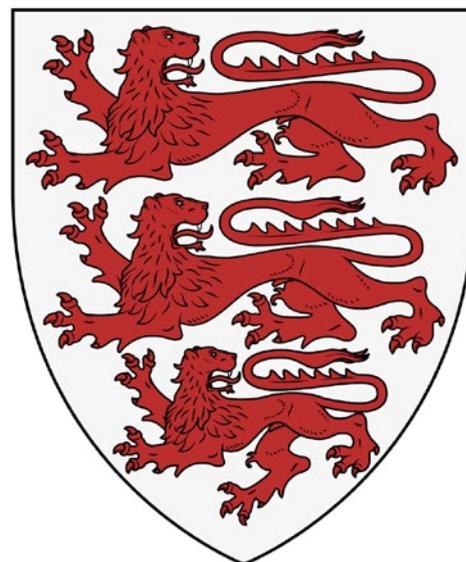
among a number of small kingdoms, Wales was still politically separate from England at this time although there were close ties between the two peoples. However, war broke out between Llewelyn's uncle, Dafydd ap Gruffydd and Henry III which led to the loss of land in North Wales, east of Conway. This began a civil war in the remaining Welsh areas and Llewelyn emerged as the victor after the Battle of Bryn Derwin where Dafydd was defeated. He took advantage of the civil war between Henry and Simon de Montfort to increase his grip on power in North Wales and after the latter defeat, Llewelyn went on the offensive in North Wales and captured a number of key sites, including Hawarden Castle, near Chester to give himself more bargaining power in negotiations with Henry. Llewelyn then led his army to more victories in North Wales and so came to treat with Henry at Montgomery in 1267 where he was recognised as Prince of Wales by the English king.

Llewelyn's period of power in Wales was short lived; within months he was having problems with various English border lords and this became worse when Edward I ascended to the throne in 1272. Edward demanded that Llewelyn attend him at Chester and pay homage, but the Prince refused and he further upset the king by marrying Eleanor, the daughter of Simon de Montfort, in 1275. A year later Edward declared Llewelyn a rebel and led a huge army into North Wales and captured Anglesey. Llewelyn was forced to come to terms and recognise Edward as his overlord. Much of his land was stripped from him, but he retained the area west of Conway, including his Lordship of Treffos. In 1282 Wales erupted in rebellion once more and although Llewelyn had not fomented the revolt he was swept along with it. Once more Edward invaded North Wales and forced Llewelyn to flee south. He was killed at the Battle of Orewin Bridge, near Builth Wells, on 11 December 1282 and so became the last Welsh, Prince of Wales.

Edward took great delight in dismembering Llewelyn's estate and in 1284 the manor of Treffos was granted to the Bishop of Bangor. It became a residence the Bishops and is thought to have been the capital of a Barony in right, by which the bishops claimed a seat in Parliament. The manor was granted by Edward to Bishop Aenan after he christened the king's son, Edward, as Prince of Wales at Caernarfon Castle in April 1284. The manor was given as a gift of thanks. At the same time the Bishops were granted the right to ferry passengers across the Menai Strait at Borthwen and Cennant.

The Bishops of Bangor remained as Lords of the Manor of Treffos into the 19th century. In a rather jarring collision of the modern industrial world and the feudal, the Chester and Holyhead Railway was recorded as paying £35 for five acres of land to the Bishop *as Lord of the Manor of Treffos* in 1848.

Llywelyn ap Gruffudd's personal arms

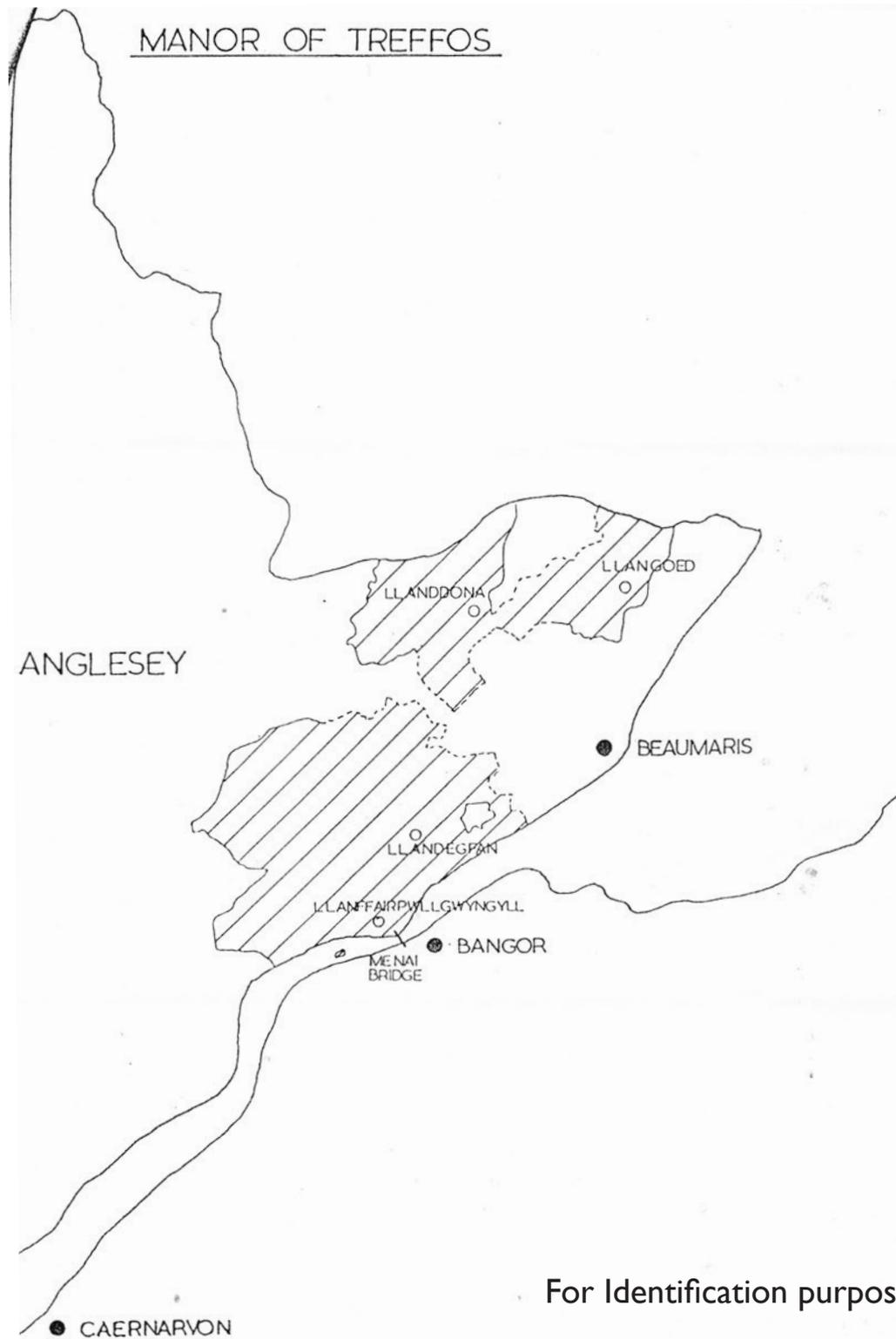


A report made by the Superintending Valuer for Wales, on behalf of the Inland Revenue Valuation Office, in July 1950 notes the following;

*The Manor of Treffos extends into and comprises the whole or parts of the Parishes of Llansadwrn, Llanfair Pwll-Gwyn-Gyll, Llandysilio, Llandegfan, Llaniestyn, Llangoed, Llandonna and Pentraeth in the County of Anglesey. It lies in the Hundred of Dindaethwy, one of the six ancient Hundreds contained within the county.*

The boundary of the manor was given with this report and is reproduced here for identification purposes only.

Treffos itself lies within the parish of Llansadwrn.



## A selection of great many manorial documents associated with Treffos in the Public Domain.

1600- 1699: rent roll

National Library of Wales:

1650- 1650: rents due, with other manors

1676: rent roll

1722: Bishopric rent roll

1728-1729: rental, chief and annual quit rents

1739: grant, office of seneschal, with Cantred

1773: rent roll, Bishop's chief rent

1775- 1866: lease book, Bishopric of Bangor

1789: rental, quit rents

1807: deputation of gamekeeper

1811-1844: court books (3)

1819: rental, chief rents (in court book)

1826: valuation, part of Treffos

1827-1843: accounts (in court book)

1828-1829: rentals (2) (in court book)

1853-1856: rentals (2) (in court book)



Llansadwrn Church

2021

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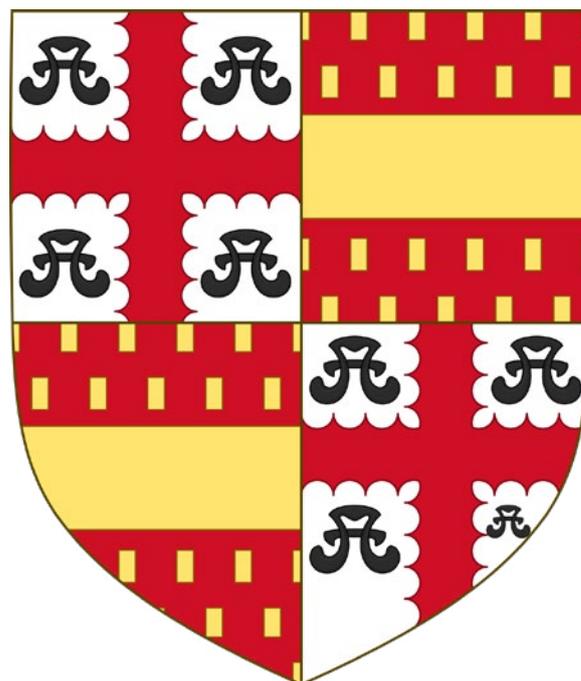
## The Lordship of the Manor of Ulting, Essex

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Ulting Manor lies in the parish of the same name, a few miles north of Hatfield Peverel and on the north bank of the River Chelmer. It is the home of the Toastmasters General Council, who have their office in the village. It was also the site of the first sugar beet factory in England, which was built in 1832 by brothers Robert and James Marriage. They believed that by refining sugar from home grown beet this would reduce dependence on imported sugar grown with the use of slave labour.

The earliest record for the Manor comes in Domesday Book which notes that before the Norman invasion it had been the property of Hacen. After 1066 it was taken from him and given to Ralph Baynard. It was quite a prosperous manor and was recorded as being worth £4. During the reign of Henry I (1100-1135) Ulting was stripped from Baynard's grandson, William, after he had supported a rebellion of Robert, Duke of Normandy in 1101. Baynard was one of the

Coat of Arms of Henry Bouchier, 1st Earl of Essex.



few Anglo-Norman barons who supported the Duke and paid a heavy price. The Baynards are perhaps most remembered today for building Baynard's Castle, in Co Durham.

Henry granted Ulting to Robert Fitz-Gilbert, founder of the line which became the Earls of Clare. It is likely that Fitz-Gilbert was the overlord of Ulting since by the reign of Henry II (1154-1189) the manor complex was held by William de Ulting, perhaps a descendant of Gerrard, who was recorded as holding the Manor from Ralph Baynard in 1086. The Ultings were likely of the class which became known as the landed gentry. Consequently very little is recorded of the family, save that they held Ulting by a knight's fee. In 1320 John Ulting succeeded to the manor and it is noted that he held it from Robert Fitz-Walter by payment of 3 shillings and from the Prior of Beeleigh Abbey for the same amount. The demesne is described as consisting of 40 acres of arable and 2 acres of meadow. Given the propensity of copyhold tenure in Essex, it is likely that he had a number of feudal tenants.

Within a few years however, the De Ulting family had lost their titular estate. How this happened is not known but there are a couple of references in the Chancery records of a John De Ulting being prosecuted as a debtor in the middle of the 14th century so it seems likely that the family ran into financial trouble and were forced to sell. By the 1340s the Manor was the property of Robert Bouchier or Bouchier.

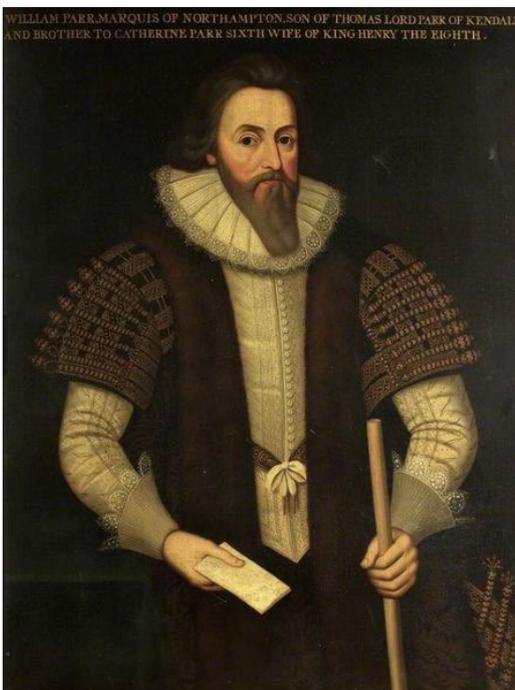
The Bouchier family were of Norman descent and settled in Essex soon after the Conquest. By the reign of Edward II (1307-1327) John Bouchier of Colchester had been knighted and served as one of the Justices of the Kings Bench. His son Robert, was a great favourite of Edward III and was made Lord Chancellor in 1340, at a fee of £500 per year. Bouchier was the first layman to hold this position, ousting Archbishop Stratford. In the struggle between the King and the Archbishop which followed, Bouchier withheld the writ of summons to Stratford, interrupted his address to the other Bishops in the Painted Chamber of Parliament, and urged him to submit to the King. Bouchier fought with notable distinction at the Battle of Crecy in 1346 where he served under the immediate command of Prince Edward, the Black Prince. He was created Baron by Writ of Summons in 1342 and was succeeded by his son John on his death in 1349.

The family remained Lords of Ulting until the death of Sir Bartholomew in 1409. On his death his estate passed to his daughter, Elizabeth and so to her husband, Sir Hugh Stafford. He was summoned to Parliament

as Lord Bouchier by Henry V. He died childless in 1421 and Utling then reverted to the Bouchier family. Henry, Earl of Essex, died holding the manor in 1483 and was succeeded by his only daughter, Anne who was married to Sir William Parr. Parr was the only brother of Catherine, the sixth and final wife of Henry VIII. He was the son of a Lancashire courtier and came to the attention of the king after his success in the suppressing the great Northern uprising of 1537 known as the the Pilgrimage of Grace. He became a member of the privy chamber and in 1543, a few weeks after his sister had married Henry, he was created Earl of Essex, in honour of his father-in-law. After Henry's death and the accession of Edward VI in 1547, Parr became one of the most important men at court, and was known as the king's 'beloved uncle'. He was the leader of the Protestant party in Edward's regime and held a series of positions including Lord Great Chamberlain (1550-1553). After Edward's death in 1553, Parr and his second wife, Elizabeth Brooke moved to have Lady Jane Grey placed on the throne instead of Mary but after the failiure of this plan he was arrested and convicted of high treason. Although he was sentenced to death he was released only a few months later, but his estates had been stripped from him and Utling passed to the Crown. On the accession of Elizabeth I in 1558 he was restored and created Marquess of Northampton. For reasons unknown, the manor of Utling however was not returned to him. It is possibly because it had passed to Anne Bouchier, from whom he was divorced in 1542 after she had eloped. She is said to have told Parr that she intended to *live as she lusted!*

In March 1573 Queen Elizabeth granted Utling and Utling Hall to Thomas Heneage one of her devoted courtiers, who served as a member of Parliament almost continually from 1553 to 1593. He was great friends with both the Earl of Leicester and Philip Sidney. He was described by the historian, William Camden, as *a man for his elegancy of life and pleasantness of discourse, born, as it were, for the court.* On his death the manor was purchased by Anthony Collins from whom it was held jointly by the husbands of his two daughters, Walter Carew and Robert Fairfax. During the middle part of the 17th century it was purchased by a lawyer, Joseph Banks who retained it until 1791 when he put it up for auction at The Saracens Head in Chelmsford, a public house which is still open today. It appears to have been purchased by the father, or grandfather, of R. Nicholson, whose trustees sold the property in 1854.

In 1878 the Lord of the Manor was Sir George Samuel Brooke Bt. who died in 1897 and was succeeded by his eldest son, Sir Samuel George Brooke-Pechell and his second son, Sir Augustus Alexander Brooke-Pechell in 1904. The manor remained in the possession of this family until 1983 when it was sold by the Trustees of the Pechell Trust to the Utling Overseas Trust, who in turn sold it to the present Vendor.



Sir William Parr



Utling village

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# The Lordship of the Manor of Sagebury, Worcestershire

## This Manor is registered with HM Land Registry

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At the time of the great survey of England, commissioned in 1085 by William the Conqueror and known to us as 'Domesday Book', what was later to become the manor of Sagebury seems likely to have formed part of the manor of Wychbold. This estate can be dated back to a grant of land made by King Ethelred to the Priory of Worcester in 692. At the time of the Norman Invasion of 1066 the manor was in the hands of Earl Godwin but after the Saxon defeat became the property of Osborne Fitz Richard.

Unlike many of his contemporaries Fitz Richard, was born in England and held an estate before his countrymen arrived as conquerors. After 1066 his lands increased in extent, and he received a number of manors in Worcestershire and Warwickshire as a gift from King William and by marriage to a daughter of Earl Ælfgar of Mercia's daughter. Wychbold was one of the rare manors which was worth more in 1086, after the invasion and struggle to assert Norman rule, than in the period before 1066. It is interesting to note that salt production was providing a decent income in 1086. This was still the case in the 19th century when the Lord of the Manor of Sagebury leased out his valuable salt rights in the area.

At this early period, Sagebury formed an estate, or part of an estate, within the extent of Wychbold. The Savage family, from whom the manor takes its name, were also the owners of an estate at Astwood which was held by them from the Lords of Wychbold, the name being a corruption of *Savage-bury*. Both Astwood 'Savage' and Sagebury shared a descent until the 14th century when, under the ownership of the Meynells, they became separate manors.

The Savage family in Sagebury were wealthy landowners who also held the manors of Newton, Pooley and Baddesley Ensor in the parish of Polesworth. Geoffrey Savage married Petronillia, the daughter of Sir Hugh Despenser who was a powerful nobleman of national importance who would go on to play an integral role in the faction of Simon de Montfort during the reign of Henry III (1216-1272). Geoffrey Savage must have been on a comparable social footing to Despenser for this marriage to be entertained. After his death in 1230, Geoffrey's son and heir, also Geoffrey (III) was a minor and so the care of the family estates passed to Despenser and Geoffrey duly came into his inheritance at the age of 21 though he only lived until 1248. He died childless and his estates passed to his uncle, William Savage who himself died childless in 1259. The Savage estates became divided between his nephew, Thomas de Ednisoure, his sister Lucy and his brother-in-law Hugh Meynill (who had married another of his sisters - Philippa). Ednisoure received Pooley, whilst Sagebury was allotted to Meynill.

Meynill, or Meynell as it is spelt in some records, was born in around 1225 at Kirk Langley in Derbyshire, though his chief seat was at Meynell Langley in the same parish. He married Philippa Savage in 1254. Some records note Hugh as Lord de Meynell but there is no record of him attending a Parliament. He is known to have been a benefactor of Yeaaveley Preceptory in Derbyshire, as had been his father, Sir William. Hugh died in 1285 and Sagebury passed to his son, Hugh (II). This Hugh died in 1333 but since his eldest son had predeceased him in 1314, Sagebury passed to Hugh's grandson, also named Hugh (III). Often referred to as Sir Hugh de Meynell, this Lord of Sagebury was summoned to the first Parliament of Edward III. He is reported, in a number of sources,



Despenser arms

to have been present at the Battle of Crécy in August 1346 and later taken prisoner in the same campaign. Four years later he received a grant of free warren for his demesne lands in Sagebury meaning that he was able to empark some of his demesne and keep game animals. In 1352 Hugh was again fighting in France, this time at the English victory at Poitiers on 19th September of that year. During that battle a squire by the name of Richard Meynell was killed, and there is some speculation that this could have been Hugh's son. Information on the family is scant but it is known that Hugh survived the French campaign and died in 1364. Sagebury, along with the rest of the family estates, then passed to Hugh's second son, Ralph, the last male heir. He was survived by four daughters Joan, who married John Staunton, of Staunton Harold, and



Battle of Crécy by Jean Froissart

later Sir Thomas Clinton ; Elizabeth who married William Crawshaw; Margaret, married to John Dethick, of Newhall and Thomasine, married to another member of the Dethick family, Reginald.

Margaret emerged as Lady of Sagebury and thus, by right of marriage, her husband became its Lord. John was the son of Ralph Dethick, the owner of Dethick Hall in Derbyshire and a neighbour of the Meynell's. The Worcester Visitation record of 1569 points to Margaret and John's successor being their second son John, who was born at Sagebury after 1410. He married Jane, a daughter of an unnamed landed family at Sagebury in around 1417. He lived to be an extremely old man and died in 1503, when Sagebury passed to his son Richard (II) on who's death the manor was settled on his eldest son, Richard (III). During the years before his father's death Richard had had to deal with a law suit launched against him by his cousin, Thomas Dethick of Newhall in Cornwall. He claimed Sagebury manor by right of being the grandson and heir of William Meynell and in so doing attempted to remove '*Thomas Dethick, bastard from the manor of Savagebury*'. There was evidently some confusion in the former's mind since the latter, though from Worcestershire, was not a member of the Sagebury branch and was certainly never Lord of the Manor. A few years later Thomas of Newhall brought a second case, against Richard, the elder. This time his claim to Sagebury rested on his assertion that both Richard and himself were grandsons of Margaret Meynell and that his claim on Sagebury was equal. In fact, Thomas was the great-grandson, and so his second attempt to appropriate the manor also failed.

Richard (III) the younger inherited Sagebury in 1526 and was married to Elizabeth Newport. It was not long before he too faced a challenge to his ownership, this time from Thomas Dethick's son, William. William used the same device to claim lineage from the Meynells but, like his father's ill-fated legal sorties, this too failed and Richard was secure in his ownership until his death in 1544. He was succeeded by his son, William. Once more though his right to Sagebury was challenged by a family member, this time by his cousin William, who himself had been born in the manor, his father being Richard's younger brother, William. Flying in the face of all sense and previous judgements, William's son, John mounted a final legal battle to oust the rightful Lord of the Manor in 1571 and once again the suit was lost. The date of William's death is not recorded but it must have been after 1583 since he is recorded as being in control of the estate in that year and claiming, by right of the manor, free fishing in Henbrook, the stream which passed through the manor. William was then followed by his son George, the last of the family to hold the title. George married Margery Tucke in 1587, and by this time could well have been Lord of the Manor.

In 1605 George sold Sagebury and its neighbour, Obden, to Edward and Dorothy Smyth who appear to have been sitting tenants in both manors. As Lords of the Manor their tenure was fleeting and after eight years they sold their interest in two halves in, 1613. The first, to an alderman of London, George Smythes, possibly a relative, and the second to Henry and Elizabeth Miles.

Born in around 1563 at Wyke Court in Somerset, George Smythes descended from a Lancashire family. He was a member of the Goldsmith's Company but also took up the law, being admitted to the Gray's Inn in 1609. Two years later he was elected as Prime Warden of the Company and in the same year became an alderman of the City. Later on that year he was elected Sheriff of London and the Goldsmith's company awarded him a gratuity of £100 *'towards the tryming of his house and other charges in the time of his Shrievalty'*. Smythes died on 10 July 1615 and in his will he left the 'manors of Ladysbury and Obden' to his son Arthur - having purchased the second part of the estate some months before his death. To the Goldsmith's Company he bequeathed *'one guilt standynge Cupp of the value of thirty and five pounds'*. He also directed that a banquet should be held in his honour at the Company for which he provided £46.

As a young man Arthur had found himself in debt courtesy of *'the cunning practise of others'*. Presumably he fell into disreputable company and ran up debts described in legal proceedings brought against him by his father in law as *'liberal expenses'*. Details of his life emerged during the case when it was found that he had married Elizabeth Chaffin whilst underage and that, according to her testimony, he had treated her badly and *'threatening her in verye evill termes and words unbeseeming a husband'*. Furthermore he refused to maintain his wife or pay off his debts. His father-in-law, Giles Tooker, eventually persuaded Arthur that to save his estates he must settle them on his wife and son, Arthur. As he grew older he left behind his rakish lifestyle so effectively that he was knighted by Charles II and in 1630 was appointed as Sheriff of Worcestershire. In 1637 he and his son sold Sagebury and Obden to Thomas Nott.

Of all the Lords of Sagebury up until this point, Nott was perhaps the most prominent. He was born in London in 1606, the son of Roger Nott a citizen of the City of London. John entered the Merchant Taylors' School in 1618 and matriculated at Cambridge University in 1621, finally graduating in 1628 after taking an M.A. In 1637 he married Elizabeth Thynne of St Margaret's, Westminster and in the same year bought the manors of Sagebury and Obden. In 1639 he was knighted and in the following year acquired the remainder of the crown lease of Twickenham Park, Middlesex, from the Countess of Home.

When the Civil War broke out in 1641 Nott supplied horses to the King's army and then he joined it, being commissioned as a Lieutenant Colonel. He was mistakenly reported killed by Parliamentary forces during their capture of Highworth in Wiltshire in July 1645 and by the end of the year, perhaps sensing the way in which the war was proceeding he surrendered to Parliament after incurring immense debts. He had not entirely finished with the royalist cause, since two years later he became involved in an uprising which erupted in Glamorgan. This began when Parliament announced that all its soldiers who had enlisted after August 1647 were to be dismissed without pay. This incensed the governor of Pembroke, John Poyer who mutinied against Parliament and declared for the King. Nott may well have been one of the first Royalists who came to Wales to assist him in his rebellion. He led a small army to Llandaff but was intercepted by a force led by Major-General Laugharne and his troops dispersed. Nott managed to escape to England and remain at large. Nott's final act of defiance against Parliament occurred in the following year when he fomented a riot in favour of the king at his Twickenham Park estate. It was quickly put down but Nott was arrested and brought before the Committee for Compounding where he was found guilty and fined one 6th of his estate's worth - £1,257. At the hearing he loudly proclaimed his innocence, placing the blame on his wife. He even had the audacity to demand money for damages to his property, but his appeals were dismissed by the committee.

For the remainder of the Commonwealth period, established after the execution of Charles I, Nott kept a low profile. Ten years after the riot he sold his part of Twickenham Park and only after the Restoration of Charles II in 1660 did he emerge into public life once more. He was given the post of gentleman-usher and then gentleman of the privy chamber. In both positions he was close to the king, indeed in daily contact - being gentleman of the privy chamber carried with it all the responsibilities which the title suggests.



Sir Thomas Nott

Nott was a founding member of the Royal Society and died in 1681. He was succeeded as Lord of the Manor of Sagebury by his son Thomas (II), of whom we know very little except that he died in 1703 and was succeeded by his son, Thomas (III). He was eventually succeeded by Daniel Nott, who is identified as the Lord of the Manor in a record of 1734 in which he appointed a gamekeeper, William Olliffe, for the manors of Sagebury and Obden. In 1737 however, Nott sold the estate to Elizabeth Wood of Droitwich for the sum of £5,675 13s 2d. It is described as consisting of *'All those Lordships and Manors of Obden, Sagebury otherwise Sadgbuy, in the said county of Worcester, with the rights, members, apputenances to them respectively belonging and also all that new erected messuage or tenement called Obden with the ground and soil whereon the old mansion house or capital messuage (before it was burnt down) formerly stood. And also that other messuage and tenement called Sagebury House together with all houses, out-houses, dovehouses, barns, stables edifices, buildings gardens, orchards, courtyards, fouldyards and back-sides to the same messuages or tenements.'*

Elizabeth's first husband was John Amphlett, whose money the Notts had used to mortgage Sagebury to the hilt. Elizabeth likely claimed the estate by way of default. Such was the discrimination in law against women holding property that in 1742, it is her second husband, Thomas Wood, who is described as being Lord of the Manor of Sagebury and granting a licence to game keep to William Oliffe, who appears to have been the tenant farmer at Sagebury.

The next recorded Lord of the Manor is Pynson Wilmot who is also described in a number of sources as a 'clerk' and was a nephew of Simon Wood, owner of the nearby manor of Martin Hussingtree and therefore likely related to Elizabeth Wood. In 1753, Pynson had a book privately printed in Birmingham and there is a record of a Pynson Wilmott as serving as Vicar of Halesowen for over 50 years, and this may be our man. One history notes that Wilmot died in 1784 when his estate passed to his son Robert. However, in *'The Heraldry of Worcestershire'* details are reported of a Pynson Wilmot, Vicar of Halesowen who was born in 1705 and died in 1798. To confuse matters more, this Pynson Wilmot was connected to the Bund family, to whom the manor of Sagebury would later pass. According to the Victoria County History of Worcestershire, Wilmot's sister Anne married Thomas Henry Bund, but according to the *'Heraldry'* descent, Anne was the daughter of the Reverend Pynson Wilmot. Burke's Peerage concurs that Anne was the daughter of the Reverend. However, this entry gives a clue as to the identity of Pynson Wilmot. Anne is described as the only surviving child of the Reverend and if he did die in 1798 then it would appear that the Pynson Wilmot, who was Lord of the Manor of Sagebury was in fact, the Reverend Pynson Wilmot's son, eclipsed in posterity by the life and death by his father but who in fact was a wealthy man in his own right. He evidently remained unmarried and when he died in 1784 Sagebury then passed to his brother Robert and then to Anne who would also eventually inherit the estates of her father at Martin Hussingtree and at Shenstone.



Thomas Henry Bund

In 1802, Anne married Thomas Henry Bund. Though the estate at Sagebury actually belonged to his wife, Bund was recorded as Lord of the Manor of both Sagebury and Martin Hussingtree in 1806 when he granted licence to George Hartwright to be the gamekeeper for the two manors. This arrangement would continue until Anne's death when Sagebury and Obden were willed to Anne's second daughter, Ursula. She was married to the Reverend Henry Hill, the incumbent of Lye parish in the county. In 1875 the Hills sold their interests in Sagebury and Obden to John Corbett.

The reason for Corbett's purchase of Sagebury and Obden was directly related to salt. None of the previous Lords of the Manor of Sagebury appeared to have engaged in this local trade but Corbett was a salt manufacturer from Staffordshire who had purchased the Stoke Prior Salt Works near Droitwich in 1852. Born in 1817, he was the eldest son of five to a canal barge carrier who ran his boat from Brierly Hill. Though he received little in the way of formal education, Corbett was an autodidact in the subject of mechanics. His private studies eventually enabled him to leave the employ of his father on the barge and at the very late age of 23 he was apprenticed to William Lester, chief engineer of the Hunt and Brown iron-works in Stourbridge. Family drew him back once more when in 1846 he was forced to abandon his career as an engineer and return to the family firm - Corbett & Son - which by this time had become a much larger concern. With his father he operated a great many barges on the still prosperous waterways between Staffordshire and London, Liverpool and Manchester. Perhaps sensing that the age of the canal was in decline in the face of competition from the railways, Corbett sold his firm in 1852 and invested his capital in the Stoke Prior works.

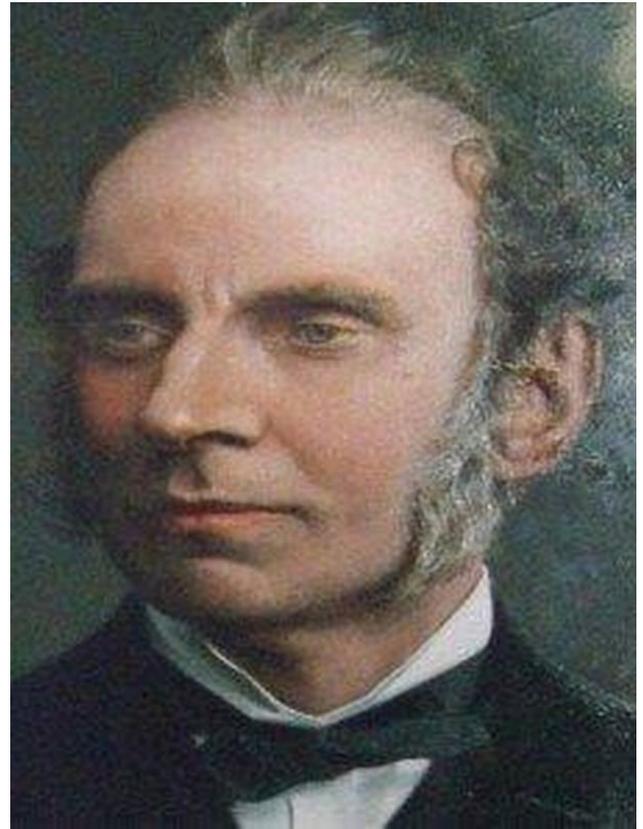
Corbett was incredibly successful in his efforts. He raised output at the works from 26,000 tons per year in 1852 to an astonishing 200,000 tons by the mid 1870s. It was not for nothing that Corbett was known as The Salt King. With the money he raised he could become a landowner and so bought the neighbouring Sagebury estate in 1875 to complete his transformation from bargeman's son to Lord of the Manor. It is likely though that he required easier access to the salt riches below the lands of Sagebury rather than the Lordly honour its possession endowed. However, he tempered his pursuit of riches with a desire to help those who worked for him. In this regard he was a model employer; providing houses, gardens, school and a wealth of social activities and amenities. Recognising the dangers of working in the salt works, he banned female labour in 1859, but to compensate families for the subsequent loss of income, he raised wages for the remaining male workers. This particular act of philanthropy is commemorated by a window in Stoke Prior Church. By the 1880s Corbett had decided to devote more of his time to politics and more particularly to the Liberal party. In 1868 he tested the water by standing for election against Sir John Pakington, the sitting MP. Though he was defeated he was not deterred from fighting the same candidate six years later in the election of 1874. This time he triumphed, though the Conservatives would form the government. He remained in Parliament for the next 15 years though he did not stand out in the chamber as he had done as an industrialist. He was an effective local MP and was always a supporter of women's suffrage, one of the first to voice this support publicly. He retired from Parliament in 1892.



Stoke Prior

Locally, Corbett lent his support and wealth to a number of institutions. He provided land and buildings for The Corbett Hospital at Stourbridge in 1892 and paid for the erection of Salters' Hall, a large building used for numerous public uses which has now been demolished. He gave generously to Birmingham University, of which he was a governor. He died at Impend on 22 April 1901.

Though he had two sons, Corbett left his estate to his brother, Thomas. He was separated from his wife, in 1884, which may explain this decision. Thomas died in 1906 and the estate was formed into a trust. The Trust continued for many years until the Manor was finally settled on Peter Harris who was Lord of Sagebury from 1961 to 1968, when it passed to Peter Harris. There were several changes in ownership until the present Lord obtained it in 2003.



John Corbett, the Salt King

## OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on 17 December 2003 at 13:26:03. This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 17 December 2003.

This title is dealt with by **Coventry District Land Registry**.

## Land Registry

Title Number : **WR80612**

Edition Date : 10 October 2003

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### A: Property Register

*This register describes the land and estate comprised in the title.*

WORCESTERSHIRE : WORCESTER

1. (10 October 2003) The Incorporeal Hereditaments known as the Lordship or Manor or Reputed Lordship or Manor of Sagebury.
2. (10 October 2003) There are excluded from the title of the Manor of Sagebury such right of free fishery in the Henbrook as may now subsist.

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### B: Proprietorship Register

*This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.*

#### Title Absolute

1. (10 October 2003) PROPRIETOR: [REDACTED]

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END OF REGISTER

*NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.*

## OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on 11 October 2006 at 13:36:38. This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 11 October 2006.

This title is dealt with by Land Registry Coventry Office.

# Land Registry

Title Number : **WR80612**

Edition Date : 11 October 2006

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### **A: Property Register**

*This register describes the land and estate comprised in the title.*

WORCESTERSHIRE : WORCESTER

1. (10.10.2003) The Incorporeal Hereditaments known as the Lordship or Manor or Reputed Lordship or Manor of Sagebury.
2. (10.10.2003) There are excluded from the title of the Manor of Sagebury such right of free fishery in the Henbrook as may now subsist.

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### **B: Proprietorship Register**

*This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.*

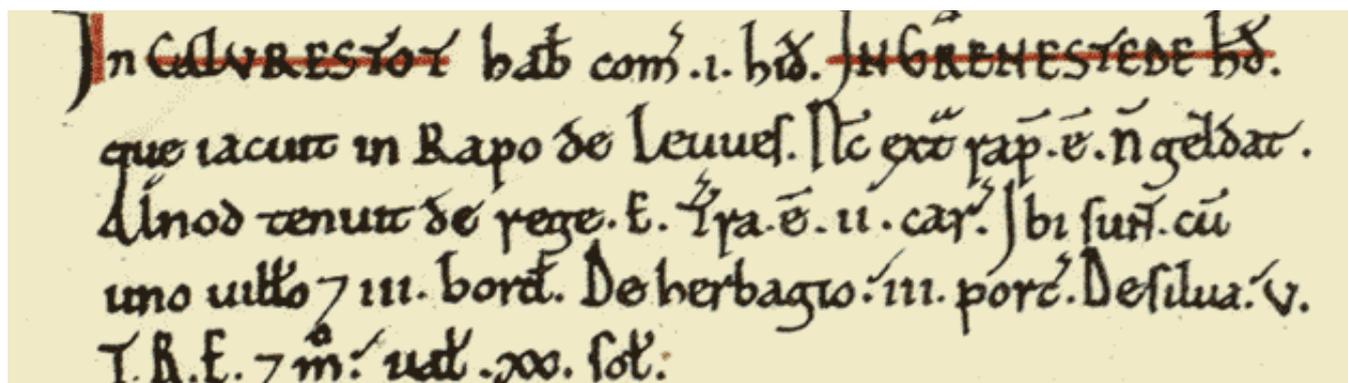
#### **Title Absolute**

1. (11.10.2006) PROPRIETOR: [REDACTED]
2. (11.10.2006) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

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In association with Strutt & Parker  
The Lordship of the Manor of Shovelstrode, Sussex

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Domesday entry for Shovelstrode

There are many unusual looking place names in England, the correct pronunciation of which often defy anyone but a local. Shovelstrode may be such a place. It is supposed to be pronounced - Shootswood - which is thought by some to be derived from an Old English word for a the poplar tree - *schovelerd*, though this is open to doubt. It may also derive from 'rood' the traditional English land measurement; there being 4 roods to an acre.

Shovelstrode lies a few miles east of East Grinstead on the borders of Surrey and Sussex. It is extremely rural in nature and forms part of the Area of Outstanding Natural Beauty known as the High Weald.

The early history of the manor is fairly obscure but it is noted in Domesday Book where it was the property of Count Robert of Mortain. It is recorded as possessing 1 plough land, with pasture for grazing pigs and was worth seven shillings. In 1341 is noted that John de Shovelstrode was Lord of the Manor. Later it passed into the hands of John Aske. In 1543 the Manor was granted by Henry VIII to Sir John Gage and the granted included the following;

*2s 6d From four crofts, part of land called Worsted in Shovelstrode and East Grinstead, of Edward Alfraye*

*10s 5¾d From lands called Boteley of Thomas Roydon*

*39s 7d From a tenement and lands sometime Richard Geal's and then William Mustyan's*

*6s 8d From a tenement and lands called Charles and Peckehyll of Thomas Page*

*2s From a croft called Thomas Land of John Cromper*

*8d From a meadow in Forest Row containing 2a of John Payne of Pykestone*

*15d From a toft called Grendler late of Thomas Plawe*

*15d From a toft, built upon, called Tryndells, of John Umf*

*2s 9d From a meadow called Monkesmeade*

Shovelstrode was, for many centuries, in the hands of the Gage family. Sir John Gage was the Chamberlain to Queen Elizabeth and is mentioned in a legal suit over land in the manor in 1554.

The Gage family emerged from the 16th century as extensive land owners. Sir John Gage was born at Burstow Manor in Surrey although the family had originated as minor gentry in Gloucestershire in the 14th century. Sir John's father, William was a courtier to Henry VII and he was able to introduce his son to the same court, becoming an Esquire to the Body of Henry and his successor, Henry VIII. In 1524 he was made comptroller of Calais, England's remaining foothold in France and was knighted a year later for his service. In the following year he was promoted to the position of Vice-Chamberlain of the Household where he would assist the sovereign on diplomatic issues and provide

daily reports on the political situation. This position is still filled today, though it is now a role for an elected Member of Parliament. When the crisis over the divorce from Catherine erupted in the early 1530s, Gage fell out of favour, likely a reaction to his personal views on the matter. He was a pious man but left the King's side reluctantly according to his friend, Sir William Fitzwilliam who wrote that the *Master vice-chamberlain departed from the king in such sort as I am sorry to hear; the king licensed him to depart hence, and so took leave of him, the water standing in his eyes.* He returned to favour on the birth of Prince Edward and was made Comptroller of the Household in 1540, a position he held until the death of Henry, seven years later. He was also appointed Constable of the Tower of London and in this position he found himself having to organise the execution of Catherine Howard. During this period he was employed in surveying former monastic lands in Sussex and in 1543 there followed the grant of the Manor of Shovelstrode noted above. His tasks for the King during this period were varied but often important. He was tasked with the supply of an army for an attack on Scotland in 1542 and two years later performed the same role in Henry's abortive invasion of France. After Henry's death he was appointed as part of the Regency Council which ruled England when Edward VI was still a minor. His relationship with the king's uncle, Duke of Somerset was poor and he was ousted from the council only to rejoin when Somerset's own power waned. After Edward's death in 1553 he publicly denounced the attempt to install Lady Jane Grey on the throne and was subsequently appointed Lord Chamberlain under Mary. Gage died in 1556 and Shovelstrode, with his other estates passed to his son, Sir Edward.

The Lordship remained in the hands of the Gage family for the next 400 years. Sir John Gage was created a baronet in 1633 and his descendant, Sir Thomas was created Viscount Gage of Castle Bar in County Mayo in 1720. In 1833 a record notes that Viscount Gage held the Manor of Shovelstrode which then consisted of 426 acres.

## Documents associated with this manor in the public domain

Court Roll	1546	East Sussex Record Office
Court Roll	1548	
Court Roll	1550	
Bailiff's Accounts	1562-1563	
Rental	1601	



Portrait of Sir John Gage 1479 – 1556

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## The Lordship of the Manor of Diddington, Warwickshire

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Diddington Hall

Lying in the extensive parish of Hampton-in-Arden is the manor of Diddington. This estate including a small hamlet of the same name lies to the north of Hampton on Diddington Lane and borders the large Stonebridge Estate to the East.

This manor is known as a reputed manor, which means it was a freehold estate without feudal tenants. The earliest mention of the manor occurs in the 12th century when it was gifted to the nuns of Markyate Priory in Bedfordshire by Sir Roger de Mowbray. In 1190 the priory leased the land to William de Arden and in 1231 Diddington was purchased outright by his son Hugh for 30 marks. Arden was also the Lord of the Manor of Knowle and Kinwalsey. The Manor remained in the possession of the Arden family for several generations. On the death of William de Arden in 1296 it was assigned to his widow Agatha and to his daughter Amice. In 1284 Amice's husband John le Lou sold Diddington and the Knowle estate to Edward I and Queen Eleanor. The estate was held as a possession of the Queen and a gift from Edward. Although like most dynastic marriages that between Edward and Eleanor was arranged for a political purpose (in this case to secure England's claims over Gascony) it later developed into a union of deep love and affection. She was only 13 when she was wed to Edward, he was only a couple of years older. They were both in England by 1255 and by all accounts shared a loving and faithful relationship, which was unusual for the 13th century. Edward is not known to have had any extramarital relationships nor fathered any children outside of his marriage. Indeed it was widely reported that the couple shared a harmonious and lively relationship. Diddington with rest of the Knowle Estate was a gift for Eleanor from Edward, and when she died in 1290 was given to Westminster Abbey as part of a large endowment for a chantry to be erected in the memory of her soul. Such was his love for Eleanor that Edward commemorated her with a series of twelve crosses from Westminster to Lincoln. Only two survive - Waltham Cross and Charing Cross.

Diddington remained a part of the Westminster Abbey estates until its Dissolution. In 1541 it was granted to the Bishop of London but in 1559 the grant was revoked and instead the Manor was taken back into the hands of the Crown. In 1573 Queen Elizabeth granted Diddington, with Knowle, to her favourite, Robert Dudley, Earl of Leicester. Leicester was one of the most prominent figures in Elizabethan England and a great favourite of the Queen herself. The son of the Duke of Northumberland, Leicester came to prominence early in the reign of his friend, Elizabeth. Indeed, he is often considered the most likely candidate as her husband. His first wife, Amy Robert died in 1560 in murky circumstances, falling downstairs. Unfortunately for Leicester this actually ruined his chances of marrying the Queen

since the scandal of Amy's death was so large. He remained unmarried for 18 years, hoping that his chance would come but eventually he married Lettice Knollys, Countess of Essex, and was promptly banned from court. Leicester amassed a great estate in Warwickshire, centred on Kenilworth Castle, ten miles to the south and Diddington was very much part of this process. His lavish lifestyle is well documented and he spent a fortune on his Warwickshire lands and in particular, remodelling and developing Kenilworth. Despite upsetting Elizabeth with his second marriage they were later reconciled and he spent much time with her. When the Spanish Armada was threatening England in July 1588, Leicester was standing at her side when she delivered her famous speech at Tilbury. Leicester died suddenly a few days later and Elizabeth was heartbroken, she reputedly locked herself in her rooms for days until the door was forced open by Lord Bughley.

On his death, Leicester's manor at Diddington reverted to the possession of the Crown where it remained until 1622 when it was granted to Sir Fulk Grevil, Lord Brooke. He had been a faithful servant of Elizabeth and was a Warwickshire man, born at Alcester in 1554. He was also a noted member of the court of James I, who granted him Warwick Castle in 1604. Grevil spent the enormous sum of £20,000 in renovating what had become a dilapidated complex. Grevil was murdered in 1628 by a servant, Ralph Haywood who believed that his master had left him out of his will after promising otherwise. He is buried at the church of St Mary In Warwick. Diddington passed to his adopted son, Robert Grevil who was killed during the siege of Lichfield in 1643 fighting on the side of Parliament. It then passed to his son Francis and in turn, his brothers, Robert and Full, who died in 1710. By this time the Manor had been gifted to Fulk's son, Algenon, who retained it until 1743 when he sold it to William Smith. In 1754, Smith's widow, Henritetta sold it to Benjamin Palmer. Palmer may have offered it for sale in 1759 since Warwickshire Record Office hold details of *Manor of Diddington, capital messuage and lands adjoining in Hampton-in-Arden* along with other lands in the county (WRO CR 299/79/1-6) but appears to have retained it until 1772 when it passed to a relative, David Lewis. By this time it seems that the estate had actually been divided into moieties since when Lewis died a years later he was found to have held it jointly with Henry Greswold, who died in 1823. Eventually the Manor and rest of the Knowle estate passed to a descendent of Benjamin Palmer, Jane Wilson and hence into the hands of this family. In 1887 it was sold to Mrs J B Clarke and later sold to Major G Everitt, in whose family it remained until 1982 when it was sold to Edgar Philips.



Edward I Eleanor



Robert Dudley, Earl of Essex

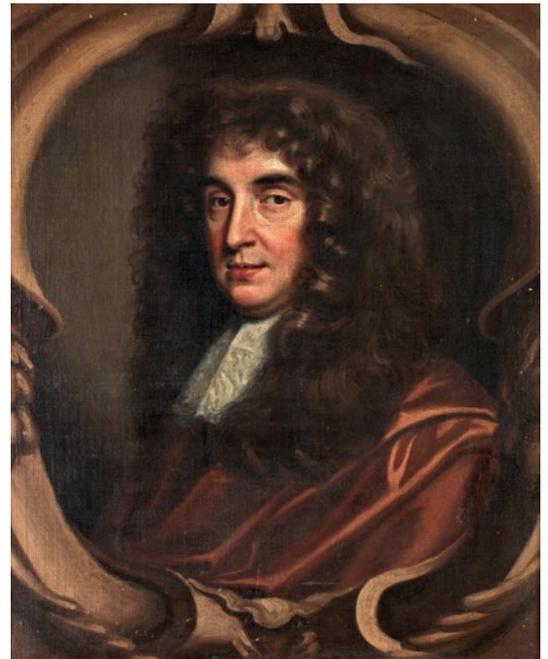
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## The Lordship of the The Manor of Bracken on the Wolds, Yorkshire

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Bracken on the Wolds is a manor and township located in the parish of Kilnwick in the Wolds of the East Riding of Yorkshire, some 10 miles north of Beverley. Bracken, or Bracken on the Wolds, is a township to the east of the main village, centred on Bracken lane. It is assumed to derive its name from an abundance of bracken which was cleared to form a *tun*, or small settlement which became Bracken farm and manor. There is some evidence to suggest that it was formerly a village of greater size with a chapel and a burial ground. When and how this village became 'lost' is unclear.

The early history of the Manor is rather obscure though it is mentioned briefly in Domesday Book, where it is simply written - *In Bracken, Erneis 6 carucates*. This was Erneis of Buron, who came to England with the Conqueror and was eventually granted 72 manors and estates in Yorkshire and Lincolnshire. He is widely considered to be an ancestor of Lord Byron. He died in 1106 and it is thought that his estates passed to his son Ralph. Bracken itself appears in a series of Yorkshire Charters of 1194 when it was recorded as a Knight's Fee, allotted to Agatha Trussebut.



Charles Paulet, 1st Duke of Bolton

In the first year of the reign of Edward III, Henry Tyes died seized of the Manor. He may have been the tenant of the de Ros' since the manor was held by a knights fee from William de Ros, who was the Manor's overlord.

By the end of the 14th century Bracken appears to have been acquired the Scrope family (pronounced Scroop) of Castle Bolton in Wensleydale. Richard le Scrope, who was raised to the Baronage in 1371 was known in his lifetime as a gallant soldier and was knighted by Edward III at the Battle of Durham, where the Scots were defeated. The Scrope family were of ancient lineage and had come to England with the Conqueror. The family had traditionally served the King as military knights and Sir Richard was no exception. In 1346 he accompanied Edward to Calais and is said to have taken part in almost every major battle in which the English fought over the next 40 years: in England, France, Scotland, Spain and Portugal. His reputation as a soldier was only outweighed by that of his statesmanship. He served as Lord High Treasurer of England to Edward III and twice to Richard II, both of whom held him in the highest regard. During the reign of the latter, Scrope was said to have held firm and not placed the Treasurer's seal on appointments and gifts made to the king's favourites unless he felt them worthy. Richard became incensed with this and sent messenger after messenger to Scrope desiring him forthwith to return the great seal. He refused to deliver it to any other person than the king himself. Scrope spent much of his political life attending Parliament and is said to have aided in Richard's deposition in 1399. After his death in 1403 his estates passed to his son Richard but he died very soon afterwards and these then passed to his brother Roger. In 1403 there is record of a grant of £20 from Roger le Scrope, Lord of Bolton, to Thomas Kesteven from his *manors of Bracken and Sledmer for life*. Several years later, in 1415 Roger's wife was noted as holding Bracken by a Knight's Fee from the *Roa Fee*.

Bracken descended with the Lords of Bolton for the next century. During the reign of Henry VIII (1509-1547) a record of the estate of John Scrope, 8th Baron of Bolton, notes that he received rental for Bracken in 1535 and 1536. *Bracken upon the Wolde*, was among a number of manors involved in a legal case between Henry Scrope and Henry Tyrell and Nicholas Lockwood in 1573.

The Manor remained in the hands of the Barons of Bolton until the death of Emanuel Scrope, the 11th Baron, who was raised to the Earldom of Sunderland. On his death in 1630 his lands and titles were divided amongst his three daughters. the eldest, Mary, inherited Bracken. In 1655 she married Charles Paulet, the 6th Marquess of Winchester who was raised to the Dukedom of Bolton in 1689. By this time Mary had died and Paulet was the owner of the

Scrope's Yorkshire estates. On Bolton's death in 1694 Bracken was inherited by John Egerton, 3rd Earl of Bridgewater, who had married Bolton's eldest daughter, Jane.

In 1748 the steward of the Bridgewater Estate in Durham and Yorkshire was Mr Hammond. He reported to the Earl and collected the rentals from properties in *Winston, Caldwell, Brachs, Skeeby, Bracken, York, Williamsfield, Sutton, Dishforth, Norton, Ovington, Whitwell and Markenfield*. At Michaelmas in that year the whole of this extensive estate yielded £1,554 6s and 8d in rentals. In 1798 the estate of Bracken and Caldwell was surveyed by Ralph Burton for £16 and found to contain some 660 acres of demesne land.

In 1863, as part of the inheritance of the estate of John Hume Egerton, Viscount Alford, the manor of Bracken on the Wolds was passed to John, Earl Brownlow. In 1923 it was purchased by R H Edelston and has descended to the family of the present Vendor.

## Documents associated with this manor in the public domain

Account Roll

1535-1536

North Yorkshire Record Office



Castle Bolton

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# OUR TERMS OF SERVICE

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## 1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to an intending purchaser of a Lordship or Barony Title.

1.2 **Why you should read them.** Please read these terms carefully before you seek to instruct us. These terms tell you who we are, the process for purchasing a Title (which we refer to as a “Lot”), how we will provide certain services to you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you want to negotiate a change to any of our terms, please contact us as indicated below.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Manorial Services Ltd a company registered in England and Wales. Our company registration number is 12712329 and our registered office is at 426/428 Holdenhurst Road, Bournemouth, Dorset, BH8 9AA. Our registered VAT number is 359 6672 44.

2.2 **How to contact us.** You can contact us by telephone on 07957 444 473, completing the contact form on our website or by writing to us at [info@manorialservices.com](mailto:info@manorialservices.com)

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you engaged us.

2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

3.1 **Our services to you.** Our services to you will consist of arranging the reservation of, and putting your offer to a vendor to purchase, a Lordship or Barony Title.

3.2 **Display of Titles.** Available Titles may be viewed in Lots from our catalogues. These are available on request. If you are interested in a Lot then you are invited to apply to us with instructions to put an offer to the vendor for the purchase of that Lot.

3.3 **How we will accept your instructions.** Our acceptance of your instructions will take place when we write to you (by letter or email) to accept them, at which point a contract will come into existence between you and us.

3.4 **If we cannot accept your instructions.** If we are unable to accept your instructions, we will usually inform you of this by telephone or in writing but if you do not receive our acceptance in writing then no contract is in existence between us.

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

#### 4. PROVIDING THE SERVICE

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

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

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

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

#### 5. OUR FEES

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

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

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

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

catalogue. All Lots are zero-rated for VAT which will not be payable on the price you pay a vendor. Your instructions to us may be to offer the vendor less than the guide price but we may refuse to accept your instructions, and no contract for services will be in place between us, if we believe the vendor will not entertain that offer. Our business depends on good relations with the vendors and derisory offers therefore will not be actioned.

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

## 6. THE DEPOSIT

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

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

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

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

6.3 **When you must pay the deposit and how you must pay it.** As with our fees, we prefer BACS payments but we do accept payment by all major debit and credit cards subject to a surcharge of 1.5% (UK/EU) or 3% (non-UK/EU). You must pay the deposit at the same time as you pay our Buyer Premium – on receipt of the invoice for our fees (which we will issue at the same time as we confirm the vendor's acceptance of your offer). It must be paid at the latest within seven calendar days after the date of the invoice for our fees.

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

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

- (a) Even if we are not at fault but you end the contract under our goodwill guarantee set out in clause 4.4, you will receive the deposit back from us.
- (b) Once you have entered into a contract for the sale and purchase of the Lot with the vendor, the deposit may be returnable by the vendor under the terms of the purchase contract (for example if the contract is rescinded) but you will need to take this up directly with the vendor and enforce your contractual rights against the vendor.
- (c) If, pre-contract with the vendor, your solicitors discover a defective title during their investigations which affects the vendor's ownership of the Lot, you will receive the deposit back from us (as well as a refund of our fees in accordance with clause 5.8). You will need to provide us with satisfactory evidence of the defect (usually via a letter from you solicitors) before we return the deposit to you.

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

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

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

## 7. YOUR CONSUMER RIGHTS

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

- (a) **If you want to end the contract because of something we have done or have told you we are going to do**, please see clause Ending the contract because of something we have not been able to do. If you are ending your contract with us because you are legally entitled to after we have done something wrong (i.e. broken the contract) or you want to exercise our goodwill guarantee in clause 4.4 above your contract with us will end immediately. We will refund you in full the deposit and the payment of our fees if you exercise our goodwill guarantee. You may be entitled to compensation if you have a legal right to end the contract because of something we have done wrong but please note our responsibility in respect of your losses in clause 11.;
- (b) **In all other cases**, please see clause 7.3.

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

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

## 8. HOW TO END THE CONTRACT WITH US

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

- (a) **Phone or email.** Call us on 07957 444 473 or email us at [info@manorialservices.com](mailto:info@manorialservices.com).
- (b) **Online.** Complete our contact form on our website.
- (c) **By post.** Write to us at 113 Bellenden road, London SE15 4HY, United Kingdom.

8.2 **How we will refund you if a refund is due.** We will refund you by the method you used for payment.

8.3 **When your refund will be made if due.** We will make any refunds due to you as soon as possible and in any event within 14 days of notifying you that you are due one.

## 9. **OUR RIGHTS TO END OUR CONTRACT WITH YOU**

9.1 **We may end the contract if you break it.** We may end our contract with you at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due.

9.2 **You may have to compensate us if you break the contract.** If we end the contract we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 10. **IF THERE IS A PROBLEM WITH THE SERVICES**

10.1 **How to tell us about problems.** If you have any questions or complaints about our services, please contact us. You can telephone us at 07957 444 473 or write to us at [info@manorialservices.com](mailto:info@manorialservices.com) or at 113 Bellenden road, London SE15 4HY, United Kingdom.

10.2 **Problem with the Title.** After you have entered into a contract for the sale and purchase of a Lot with the vendor (see clause 4.3), any questions or complaints about the Title should be referred directly to the vendor and you should enforce all your rights against the vendor under that contract.

## 11. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

11.1 **Particulars may vary slightly from the catalogue.** Please note that all catalogue particulars are given as a general outline only. Although we have made every effort to display accurate particulars, these are for guidance only and are not intended to amount to advice on which you should rely. Intending purchasers will need to satisfy themselves by their own investigations, inspections, searches as to the correctness of the particulars before entering into a contract with the vendor. In particular, any references in the particulars as to the geographical extent of a Lot is given for historical interest. Any rights referred to in the particulars being part of or any rights which may be associated with Lordships, Baronies, and Seignories are to be taken as historical and the operable historic rights associated with their purchase must be legally established by each new owner.

11.2 **Manorial rules.** The Lots in our catalogues are offered for sale subject to the Manorial Document Rules 1959 (No I 399); the Manorial Documents (Amendment) Rules 1963 (No 976); and the Manorial Documents (Amendment) Rules 1967 (No 963), copies of which may

be applied for from the Auctioneers. These rules are mainly concerned with the safe custody of the documents. Where documents are associated with Lots, their location and where they may be inspected by appointment, are given after the particulars for further historical research. Intending purchasers should consider consulting with a solicitor before instructing us to make an offer to the vendor.

- 11.3 **Recourse against the vendor.** We recommend that all intending purchasers consult with a solicitor in respect of investigating the Title and agreeing the contract with the vendor. If you do not use a solicitor regularly or would like to consult a solicitor well-versed in the law as it applies to Lordships of the Manor and Manorial Rights, we can make a recommendation. We do not accept a duty of care to you in respect of your contract with the vendor and once you have entered into a contract with the vendor, your only recourse in respect of the Title is a claim against the vendor under that contract and we are not responsible for any loss or damage under that contract, whether that relates to the Title to the Lot you have purchased or otherwise.
- 11.4 **What we are responsible to you for.** We are responsible though for loss or damage you suffer that is a foreseeable result of our breaking our contract with you, particularly our failing to use reasonable care and skill in arranging and reserving a Lot for you with a vendor. If we are responsible for foreseeable loss or damage then, nonetheless, in no circumstance will we be responsible for more than the fees you paid to us for our services.
- 11.5 **We are not liable for business losses.** We only provide services to individuals. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

**How we may use your personal information.** We will only use your personal information as set out in our privacy policy which is available on our website.

## 13. **HOW YOU MAY USE OUR MATERIALS**

- 13.1 **Ownership of materials.** We are the owner or the licensee of all intellectual property rights in our materials, including our catalogues of Lots and the content on our website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 13.2 **Permitted acts.**
- (a) You may print off one copy of our current catalogue, and may download extracts of any page(s) from that catalogue or generally on our website, for your personal use and you may draw the attention of others to content posted on our website.
  - (b) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 13.3 **Acknowledgment of our rights.** Our status (and that of any identified contributors) as the authors of content in our catalogues or on our website must always be acknowledged.

13.4 **Prohibitions.** You must not use any part of our catalogues or the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy, download, share or repost any part of our materials in breach of these terms of use, your right to use our materials will cease immediately and you must, at our option, return or destroy any copies you have made.

#### 14. **OTHER IMPORTANT TERMS**

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our contract.

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

14.5 **We are not your partner or agent.** Nothing in this contract is intended to establish any partnership between us or constitute either of us as the agent of the other.

14.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

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# What is a Manorial Lordship?

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- 1.1: Introduction
- 1.2: Importance of Solicitors
- 1.3: Taxation
- 1.4: British and overseas owners and death
- 1.5: Land Registration Act, 2002 (LRA)
- 1.6: Scottish baronies
- 2.1 Property: Real and Incorporeal
- 2.2: Treasury Solicitor (BV)

## 1.1: Introduction

UNDER the laws of real property in England, Wales, Northern Ireland, and the Irish Re-public, Lordships of the manor are known as 'estates in land' and in Courts, where they may crop up in cases to do with real property, they are often simply called 'land'.

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

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

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

## 1.2: Importance of Solicitors

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

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

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

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

A solicitor will also check that the Manor is purchased 'unencumbered' (ie that there are no unexpected costs, such as the duty to repair the chancel of the local church, known as the 'lay rectorship', or 'lay impropriatorship' or to maintain the village green).

### **1.3: Taxation**

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

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

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

### **1.4: British and overseas owners and death**

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

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

Lords of the Manor in England and Wales were given until 13 October 2013 to register any rights they may have in the Manor against properties on the register. Registration of rights against unregistered properties

and those which have not been sold since 2013 can still be made. Registration can therefore continue indefinitely BUT if they weren't registered when the freehold is re-registered they lapse on re-registration. However the change in law did not affect freehold rights such as manorial waste, which is by definition freehold belong-ing to the manor and this can still be registered if sufficient evidence to satisfy the LRA can be presented. The LRA does not oblige owners to register their rights, and non-registration does not mean that the Lordship or its rights are lost. It just means that the tra-ditional paper conveyancing continues, as opposed to electronic conveyancing today. The LRA has a goal of registering everything in the next 30 years so it might be worthwhile considering research before this deadline.

An advantage of rights registration, however - especially if an owner does not live on the spot, enabling him or her to see what is going on - is that a solicitor to a landowner, devel-oper, or house owner, mineral excavation company, wind farm operator, and so forth, where manorial rights might apply, will make a search of the Land Registry as a matter of course. Your name and address, or the address of your solicitor, will be available on the certificate and one of you will receive a letter from a solicitor acting for some one who may need to come to an arrangement on manorial rights with the Lord. This is known as First Registration.

**NB:** not being registered does not affect your ownership of manorial rights, but it is better to be registered as anyone seeking changes of use of land where the Lord of the Manor may be involved will come to you. You do not need to find the developer or other indi-vidual or company if your rights are registered.

You should also note that claims to manorial rights are not retrospective. For example, if you discover that a developer has used a route across the manorial waste or Common, known as a ransom strip, to gain access to a number of houses he has built, and the houses have been built, the Civil Courts of England will not entertain a 'late claim.' The Courts will take what is known as the 'balance of convenience:' ie if you did nothing about a ran-som strip before building, or other activity, took place (regardless of whether you knew about it or not), you are most unlikely succeed in such a claim.

## 1.6: Scottish Baronies

Scottish Baronies are essentially what in England are called 'manors', but are called 'baro-nies'. Indeed, Scottish Dispositions (Conveyances) routinely refer to the 'manor place' in barony documents going back centuries. Some land was still held feudally in Scotland un-til reforming legislation in the Scottish Parliament was enacted and came into force in No-venber 2004. Purchasers should engage a Scottish solicitor (Scotland being a separate le-gal jurisdiction from England and Wales), and a seller will provide what is called an 'Opin-ion' or an 'Advice' from a lawyer or other land historian, who has made such things a spe-ciality, as to the existence of a barony and the seller's entitlement to sell. Its effect is the same as an English Statutory Declaration.

It should also be noted that Scottish baronies were stripped of all interests in land in No-venber 2004. Rights, therefore, in superiorities, reversions, mines, minerals, solum (common and waste) were abolished, and the shell title 'barony' is all that remains. In England, a Lordship stripped of all its rights exists as a 'Lordship in Gross.' There is no comparable term in Scottish Law of which we are aware.

Conveyances in Scotland tend to be called 'Dispositions' and some legal words differ, but one acquires a barony in much the same way as a Lordship in England. It should be noted that Scottish solicitors are very much more expensive in these matters than English or Irish solicitors. It is wise to get a written quotation from a solicitor before committing.

## 2.1: Property: Real and Incorporeal

It is perhaps obvious to state, but for the avoidance of doubt, real property is property ca-pable of physical possession, such as a house, a field, a wood, a painting, furniture, and so forth.

Incorporeal property is incapable of physical possession. As already noted, Lordships of the Manor (and Honours or Baronies) (all from now on in this advice called 'Lordships') are incorporeal property ('incorporeal

hereditaments' - literally property without body). Other forms of incorporeal property, with which readers might be more familiar, are copy-right, patents, intellectual property.

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

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

## **2.2: Treasury Solicitor (BV)**

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

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

The conception of the Treasury Solicitor (BV) derives from an ancient word, 'es-heat.' Escheat came into being in English from the French word 'eschete' from the verb 'eschoir' which itself originates from the Latin 'escadere' 'to fall to the lot of So and So.' Some members may find, in their conveyance, that they are said to have the right to escheat within their manor. In fact, the private ownership of escheat was done away with in re-forming legislation many years ago, and transferred to the Crown (ie the British State), which had always enjoyed the right of escheat where there was no heir, or a family had been forfeited and their property escheated. That 'escheat' sometimes appears in conveyances of Lordships today is a legal solecism, usually included because it appears in earlier documents connected with the Lordship, and solicitors, quite rightly, add it to a modern conveyance because 'you never know.' There may be some loophole not yet tested in the Courts, unlikely to succeed as that must be.

**Lordships, therefore, always belong to some one, and cannot legally be 'claimed' by third parties, which is what some websites assert.**

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# Manorial rights

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The essence of a manorial Lordship, other than the title itself, is its relationship to the land which falls within its geographical extent. While today, and in many cases in the past as well, the great majority of land will be freehold, there might be some areas which remain under manorial ownership, as well as a range of historic rights held by the manorial Lord. Before the reform of the manorial system which took effect on 31st December 1925 the manorial Lord had greater authority, included over the land remaining under the jurisdiction of the manor court, together with any rights that could be exercised over it or within the manor more broadly. From 1st January 1926 these rights were generally retained with the title, but the interests in the land were largely abolished (but see below, in the section on manorial waste). The rights may remain as part of the Lordship today, but it is important to appreciate that this will depend on the particular history and circumstances of the manor in question.

When a vendor offers a Lordship for sale, any manorial rights of which they are aware may be included in the particulars. However, in many cases the vendor does not know which specific rights remain, because it is almost a century since they were considered to have had value and were recorded. Furthermore, the vendor may retain all of some of the rights, so that the sale is of the title only. If a purchaser is interested in manorial rights, research must be undertaken to ascertain what, if any, rights remain. This can be a challenging task, though always an interesting one, and it requires expert input. Although in principle there may be potential commercial benefit to the owner in identifying rights we would not recommend that this should be a motive for purchase: any returns are likely to be nominal and indeed exercising the rights may be controversial in the 21st century. Instead, we see it as a means of breathing new life into a manor and protecting its heritage.

The legal basis of manorial rights, and likewise the procedures for the administering the practical business of a manor, were highly complex and very technical. Manorial law evolved piecemeal over a period of six centuries, and often remained operative long after the original rationale for its development had disappeared—as we discuss below, not until the early 1920s was a serious effort made to reform the law. Crucially, although there were common frameworks and general procedures which applied to most manors, how these worked in practice and in detail varied very widely—no two manors were exactly the same, so it is vital to research each case in depth and to avoid making assumptions.

There are three major categories of manorial rights: (a) franchise and administrative rights which had been granted by the Crown to the Lord of the manor, such as the right to have a market or to hold manorial courts; (b) rights relating to the former existence of copyhold land (see below for an explanation), such as the potential ownership of mines and minerals; and (c) rights to any residual areas of non-freehold land in the manor, generally known as manorial waste. As already noted, although the history and administration of manors are broadly similar across England and Wales, each manor has its own individual history, descent, tradition and topography which means that general observations can only serve as a guideline. Each manor must be researched individually, and those general historical characteristics are only a framework.

Some rights may potentially be formally registered if sufficient evidence can be found to satisfy the rigorous requirements of the Land Registry. These include franchise rights, such as the right to hold a market; reservations of mines and minerals under land which is not registered or has not been reregistered since October 2013; in some circumstances, reservations of general manorial rights (for which only a caution can be registered) on former copyhold land; and areas of manorial waste which can be shown to have existed within the bounds of the manor and have not been made freehold or sold off.

Manorial Lords generally held courts, with a jurisdiction relating to the administration and governance of the manor. Manorial courts were absolutely standard in almost all manor until the early 18th century, but thereafter they often became infrequent or occasional, or even ceased to be held at all. There were two main types of court. The court leet dealt with the day-to-day administration of the manor and the regulation of communal interests, such as the management of grazing animals and the scouring or cleaning of drainage

ditches. The court baron dealt with manorial tenancies, the admission of new tenants, and administrative and financial regulations relating to tenanted land. As already noted, by the 19th century manor courts were rarely held or had fallen into disuse. Others, though, still functioned, and there the Lord of the manor or his steward exercised his authority. Eventually, the Law of Property Act 1922 compulsorily abolished feudal or manorial tenancies and with it ended the legal jurisdiction of manorial courts, taking effect on 1st January 1926. Nevertheless, since then a few manorial courts have continued to operate, without legal powers but held as ceremonial community occasions—several still sit on a regular basis.

### **Franchise rights**

Some manorial rights were granted or gifted to the Lord of the manor by the Crown, allowing him to exploit the economic and commercial potential of his land. For instance, if a Lord sought to obtain a grant giving him the right to hold a market, he anticipated that—assuming the venture was a success—he would have a lucrative asset. He could charge tolls, fines and stall-rents, and would have the power to exclude others from holding competing markets in the surrounding area, giving him a local monopoly. Other franchises, such as the right to enclose land or to authorize others to do so, and to keep certain types of game could also be granted by the Crown. The latter was known as the right of Free Warren. These grants and charters can usually be traced using the medieval government records held at The National Archives in London, or from published sources. Changes more recently might well mean that the commercial benefit of such rights has ceased: thus, since the deregulation of markets in the 1990s the original charters no longer guarantee exclusivity—but they remain a key part of the historical character of a manor.

### **Enfranchised copyhold**

Copyhold was an ancient form of land tenure, which goes back to the early medieval period and survived for over eight centuries. It was abolished under the Law of Property Act 1922, effective from 1st January 1926. Land which was defined as copyhold was in practical terms owned by the copyhold tenant, who was given a written copy of the entry from the manorial court roll confirming his right to the tenancy and land (hence the name). This copy document could be used as legal evidence in disputes, or when the tenancy was transferred. A copyholder could sell his land, lease it out to a third party, or bequeath or gift it to whomsoever they wished, so it was theirs to dispose of as they saw fit. Crucially, though, any such change had to be recorded at the next session of the manor court, being written up in the court roll or court book.

This indicates that it was not held as an outright simple freehold property. There were residual duties, fees and customs owed as obligations or encumbrances to the Lord of the manor. Copyholders could, for example, be summoned to appear as jurors at the court leet—where administrative business was dealt with, ranging from the appointment of officials such as the constable to orders to clear ditches—and they admitted to their tenure at the court baron.

Copyholders who wanted to sell their land surrendered their copyhold tenancy to the Lord of the manor, who would then 'present' it to the purchaser, who was the next tenant. Likewise, if a copyhold tenant died his tenancy was surrendered and then his heir would be 'admitted' as the next tenant. On these occasions details of the extent of the copyhold were recorded and the customary rent was noted. In most cases the rent was very small, because had been fixed in perpetuity centuries before, and could not be altered to allow for inflation of increasing land values. Remaining largely unchanged and unaffected by market forces for centuries, these rents of a few pence or a few shillings often carried on well into the 20th century.

As we have seen, the agricultural and industrial revolutions propelled England into a very different world and the institution of manorial courts, and the associated feudal tenancies, were increasingly viewed as outdated and cumbersome. Court leets were very often abandoned through a combined lack of interest and refusal to comply, while new structures of local government created in the 19th century took over the quasi-judicial role of Lords of the manor. Given the relatively small amount of rent income received by the Lord of the manor the courts, and the ancient copyhold tenure, were a real anachronism.

And another factor had seriously undermined their role: from the late 17th century there had been a steadily

growing practice of enfranchising copyhold—that is, a procedure whereby the tenant, in return for paying a one-off lump sum to the Lord of the manor—was granted freehold ownership over his land, severing the connection between the property and the manor. This process was extremely uneven and spasmodic: in some manors all the copyhold land was enfranchised in one fell swoop whereas in others the manorial Lord steadfastly refused to allow the change. Agitation by copyholders eventually led to legislation granting them the right to seek enfranchisement where the Lord of the manor may have been reluctant or refused to undertake the process. Legislation in 1852 required the Lord to grant enfranchisement if a tenant demanded it, and an Act in 1894 obliged the Lord to offer enfranchisement to all copyhold tenants. It was, therefore, clear that the system was dwindling away, and in 1922 the whole edifice was finally abolished and the link between the manorial title and the land was broken.

The detailed process of enfranchisement was very similar to that of a conveyance. The tenant and the Lord would negotiate an agreement, whereby the tenant consented to pay the Lord a certain sum of money and he in return agreed to sever the link with the manor, releasing the tenant from the feudal relationship. The tenant's fee was in compensation for the Lord's loss of the residual rights, duties and customs which the tenant owed. Very often however, and as in some conveyances, the Lord could reserve to himself (with the tenant's agreement) certain continuing rights and privileges, or rights would be reserved if either the 1852 or 1894 Acts were invoked.

The most widely reserved right was that which gave the Lord the mines and minerals in and under the former copyhold land. In areas such as the northern and western counties of England which had mineral wealth, and where there was a long tradition of the exploitation of mineral resources (which might include not only coal and the ores of iron, copper, lead and tin, but also stone, clay, sand and gravel) such reservations were generally made, so that the manorial Lord retained these valuable assets. They were less common, but by no means unknown, in other areas, such as the southern and eastern counties. There could have been other reservations, such as rights of escheat or easements or sporting rights, but these are much less common. Many of these rights are connected to the manorial title itself, and will be transmitted to new owners unless the vendor or a predecessor has specifically excluded and reserved them. The unreserved rights, if they can be reliably established by documentary research, can potentially be registered as overriding rights on land which is unregistered, or which has not been sold and re-registered since 13th October 2013.

The Land Registry understandably requires very detailed, accurate and certifiable evidence in order to make a registration. Suitable records can be investigated by a competent and qualified researcher. However, remember that not all manors had copyholders and many enfranchisements did not include any reservations. Research can take time and patience, and success is not guaranteed!

### **Manorial waste**

The majority of land in England is freehold, and at some point has been bought and sold, or alternatively it might be registered commonland. However, there are often small parcels of land, such as village greens and roadside verges, which historically belonged to the Lord of the manor as part of the manorial extent, but which have never been sold off or converted into freehold. These areas are known as manorial waste. These, too, can be investigated but nothing can be done unless the legal extent of the manor, and its boundary, is first established—which is often a considerable challenge. For some Lordships there are full maps but these are certainly not common. The boundary can potentially be reconstructed by a skilled researcher using archival evidence. If, however, a Lordship is being sold with manorial waste which is reliably identified, this should be included in the particulars for that manor.

**Stephen Johnson and Alan Crosby**

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# Glossary

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Abbey: Monastery or Nunnery

Ancient Demesne: MANORS held by the King in 1086, the VILLAGERS of which later successfully asserted the right to special protection and privileges.

Arrayer: royal official responsible in later medieval and early modern England for assembling military forces.

Baron: a Lord, especially in the 11th and 12th centuries, a TENANT-IN-CHIEF holding an HONOR or capital manor in return for military service, later a peer called to Parliament by a WRIT OF SUMMONS.

Bastard feudalism: later medieval version of the FEUDAL SYSTEM in which the LORD rewarded his VASSAL with a money payment rather than a grant of land.

Bend: broad diagonal line in HERALDRY

Boldon Book: compiled in 1183 for the Bishop of Durham.

Bordar: SMALLHOLDER, usually holding between five and fifteen acres in a MANOR, but sometimes identical with a COTTAGER.

Borough English: succession by the youngest (son)

Bovate: same as yardland.

Breviate: a 13th-century summary of DOMESDAY BOOK, usually containing only the names of the landholder and his tenant (if any) for each MANOR, and its assessment to the DANGELD in terms of a CARUCATE, HIDE or SULONG.

Byzantine: relating to the Byzantine (earlier the Eastern Roman) Empire ruled from Byzantium (Istanbul).

Cadet Line: junior branch of a family.

Canon Law: law of medieval Catholic Church.

Capital Manor: one held direct of the King with no mesne Lord

Carolingian: relating to the Empire ruled by Charlemagne and his successors.

Carolingian Renaissance: intellectual and cultural revival of the CAROLINGIAN period.

Carucate: the equivalent of the HIDE, both as a unit

of 120 acres for assessing DANGELD in DOMESDAY BOOK and as a real land measure, in the DANELAW; also used elsewhere in ENGLAND in DOMESDAY BOOK as a real measure of land exempt from DANEGELD

Chancery: royal secretariat of late Anglo-Saxon and subsequent medieval kings.

Charter: a formal document witnessing the grant of land or of special privileges by a LORD, especially the King to a VASSAL.

Chausses: legging made of MAIL

Chief point: a location in the upper third of a shield of HERALDRY

Circuit: a group of three to six counties surveyed by one set of COMMISSIONERS in the DOMESDAY INQUEST.

Coats armour, coats of arms: insignia in HERALDRY, relating to a specific family or branch of a family, borne on shields or standards.

Coif: cap or under-helmet made of MAIL

Colibert: West Country: freeman

Commot: A Welsh landholding, a division of a cantrefi (hundred), implying a superiority, but less institutionalised than those Manors or Lordships along the southern coast of Wales which were occupied by the Normans at an early date.

Commendation: the act by which a VASSAL acknowledged the superiority of his LORD in Anglo-Saxon times; the equivalent of FEALTY in Norman times.

Commissioners: groups of BARONS and royal officials sent to survey the CIRCUITS and to check the returns made by manorial officials and the juries of each HUNDRED or WAPENTAKE.

Common Land Act: Act of Parliament, 1965, under which all those with an interest in Common Land, mainly LORDS, should register

Compoti: accounts

Consanguinity: close family relationship forming the "forbidden degrees" within which marriage was forbidden without special permission from the Pope.

Copyhold: a tenure by way of holding land by title of copy of COURT ROLL

Cotise: a narrow diagonal line in HERALDRY.

Cottager: person normally holding a cottage and four acres or less in a MANOR.

Counties of the Empire: provinces of the CAROLINGIAN Empire, usually larger than many English counties.

Court Books, or Rolls: lists of the proceedings at the Manorial Court

Courts: LEET and BARON, CUSTOMARY COURTS: Courts of the Manor presided over by the Steward or Bailiff. The Leet was the determination of minor crimes and civil affairs within the Manor. The Court Baron was the Court of the freeholders of the Manor. Many Courts are still held for traditional purposes today: eg Henley-in-Arden, Heaton, Alcester, Bromsgrove, Langport, Warwick.

Crucks: curved vertical roof-timbers joining at the ridge of a roof.

Curia Regis: Royal Court; the royal household in its capacity as the administrative and especially judicial machinery of Anglo-Norman central government.

Custom, customary: traditional landholdings, rights, and rents on a MANOR which were invariable

Danegeld: a land tax levied on the CARUCATE, HIDE or SULONG, originally to buy off Danish attacks on late Anglo-Saxon England; in Norman times a normal peacetime 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 reign of Edward the Confessor.

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

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

Engrailed: with an indented edge in HERALDRY.

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

Escallop: scallop-shell ornament in HERALDRY.

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

Estreat: an exact copy.

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

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

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

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

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

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

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

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

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

Franklin: a freeman or yeoman in later medieval England.

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

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

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

Free warren: charter of sporting rights.

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

Gathering: a group of FOLIOS sewn together before binding.

Geld: see DANEGELD.

Gonfalon: banner or standard.

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

Great Domesday: see EXCHEQUER DOMESDAY.

Gules: red in HERALDRY.

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

Hauberik: 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 MESNETENANT, of a TENANT-IN-CHIEF or of the King.

Vert: green in HERALDRY.

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

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

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

Witan: Anglo-Saxon and early Norman Royal Council.

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

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

Yardland: a quarter of a HIDE.

Yoke: Kentish and East Anglia - same as plough.

#### ABBREVIATIONS

NA: National Archives formerly Public Record Office

BL Cat: Catalogue of the British Library

BExtP: Burke's Extinct Peerage

BLG: Burke's Landed Gentry

Bod: Bodleian Library

BP: Burke's Peerage

BRS: British Record Society

Bull IHR: Bulletin of the Institute of Historical Research

Bull MSGB: Bulletin of the Manorial Society of Great Britain

C: century

c : circa

Close R: Letters from the Close Rolls

CR: Charter Rolls

d : died

dau: daughter

dsp : died without issue

dvp : died in life of father

ex : executed

HA: Historical Association

infra : below

k: killed

kn: knighted

m : murdered

NLI: National Library of Ireland

NRA: National Register of Archives

PR: Patent Rolls

PRO: Public Record Office, see NA

qv : which see

Rec Com: Record Commission

Rec Soc: Record Society

RO: Record Office

Rot Parl: Rolls of Parliament

RS: Rolls Series

SQE: Statute Quia Emptores (1290)

SR: Statutes of the Realm

supra : above

temp: in the time of

TRHistS: Transactions of the Royal Historical Society

vide : see

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## The Manorial Society of Great Britain

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

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

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

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

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

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

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

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

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

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

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

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





## Manorial Services

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

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