

EXPLANATION OF OBSOLETE MANORIAL TERMS.

In our recent articles dealing with Attwood Place and the Crooked Billet I have been using words which might require explanation as to their meaning, in view of the fact that some of them have been rendered obsolete since they were abolished by the Law of Property Acts 1922 and 1925.

ALIENATION: The transfer of a holding by sale rather than by inheritance. A feudal tenant was unable to sell his property without a license from the Lord of the Manor who would collect a fee from granting the transfer.

HERIOT: Feudal duty paid to the Lord of the Manor on the death of a tenant, originally the return to the feudal lord of weapons on a tenants death, the heriot had come to bew the best beast. Most heriots were valued by a jury in which case the lord took either the best beast or cash according to valuation.

LORD OF MANOR: By the time of the Domesday Survey (1086) the manorial system was established throughout most of the country and can be described as a territorial unit originally held by feudal tenure by a landlord not necessarily titled who, himself was a tenant of the Crown or of a mesne lord who held land directly from the Crown. By right a lord of the manor could hold a court for his local tenants and this was known as a:

COURT BARON: As assembly of freehold tenants of a manor under the presidency of the lord of the manor or else his steward usually held every three weeks to state the customs of the manor, whether relating to land useage or land tenure and to enforce payment of all dues and performance of all services owed by the tenant to the lord.

QUIT RENTS: Were rents usually due from the tenants of manors in lieu and discharge of all services.

Perhaps the oldest statute still operative is that of Quia Emptores (Because Purchasers). This statute passed as long ago as the year 1290 – the statute of Westminster III – which commences with these words. It enacted that every freeman should be at liberty to sell his lands but that the purchaser should hold them of the feoffees (vendors) lord and not of the vendor. The statute therefore abolished subinfeudation and made the future creation of manors impossible.

Subinfeudation was the granting of the whole or part of his land by a tenant in fee simple to another to hold of him as his tenant so that the relation of tenure with its incidents of fealty etc was created between them. Subinfeudation was abolished by the statute Quia Emptores (18Edwl cl).

This is the reason why I am forbidden by a law passed over seven hundred years ago

to divide the manorial rights between the owner of the South Ash Manor and the London Golf Club, and this particular statute will never be repealed.

The lord of the manor is still a legal entity and as such I played a small part in putting the “unauthorised” gypsy encampment on the Swan Farm Estate – part of South Ash Manorial lands – onto a proper footing and suggesting the new name “Barnfield” named after one of the former field names on this estate to the Kent County Council, who I am pleased to say accepted my suggestion.

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