

# Manorial Lordships and Statutory Declarations

## Introduction

I have always had a deep interest in English history in general but a particular interest in that time around the Norman Invasion of 1066.

How the people lived, both before the Norman Conquest, and how they lived under their new Norman masters I have always found fascinating.

One of the ways in which a relatively small number of Normans ruled over the more numerical Saxons was by way of a strict system of land management - a system known as the Manorial system - but more on this in the following pages.

This system of land management survived for many hundreds of years and indeed, is still with us today in the form of the sale and purchase of the titles Lord and Lady of the Manor.

A subject into which I have done a great deal of research for it seemed to me that people were being asked to part with sometime considerable amounts of money for something that was, to say the least, questionable.

In the following article I hope to show how a loophole in the law - viz. the use of a Statutory Declaration in order to prove ownership of a manorial lordship - leaves the whole manorial titles business open to some very dubious practices and is fraught with danger for the unwary purchaser.

I have given permission for Elite Titles to reproduce the following article on Statutory Declarations - which, I would add, was written in 2003 and so some of the Land Registry rules of governing the claiming vacant land have changed slightly but these changes are of no consequence to the overall cautionary message governing the use of Statutory Declarations in order to prove ownership of a manorial lordship.

I note that Elite Titles make no use whatsoever of Statutory Declarations but offer instead the newly created titles of Lord and Lady of the Manor. An approach which I feel is far more honest and far more open than the rather dubious methods used by many of the other title selling companies I have investigated.

Indeed, I would add that many of these other title selling companies were contacted, prior to the publication of the following article in 2003, but no one put forward any response or indeed comment - make of that what you will.

Robert D Farmer

## An Introduction to the Manor

**D**URING THE YEARS FOLLOWING HIS INVASION OF ENGLAND IN 1066, Duke William of Normandy, King William I of the English, William *the Conqueror*, introduced a modified system of land management we now call “the Feudal System. As part of this system William created some 13,418 manors – or areas of land administration that were governed by the local “Lord of the Manor”. The lord of the manor, in turn, sublet some of the land to his tenants.

A manor however, cannot be viewed as a single entity, for a manor consisted of four distinct elements:

1. The manorial lands
2. The manorial lordship
3. The manorial records
4. Land rights (held by the lord of the manor over the lands worked by his tenants)

However, for the subject of this paper, *viz.* the ownership of manorial lordships, land rights may be disregarded and instead, for convenience, concentration will be upon the three remaining elements with the intention of showing how these three elements interact and what bearing any one may or may not have upon the others.

It must be understood that these three elements, although closely related, are quite distinct one from the other and represent three very separate items. It is incorrect, for example, to speak simply of the provenance of a manor for, disregarding any documents that might still exist, a manor consists of two other separate, saleable items *viz.* the manorial lands and the manorial lordship – and it is possible that these separate items may well have quite separate and distinct ownership, history and provenance. Unfortunately, this distinctiveness has not prevented vendors, and indeed auction houses, from describing and giving the provenance of the former whilst offering for sale the latter.

### The Lands

Let us look first at the Manorial Lands. These may not be what is thought of as a manor today – that is, a manor house surrounded by cottages with a church and perhaps a stream running close by. Very often the manor lands were discontinuous, with a field here and a farm there, separated by forest, swamp or, indeed, by another manor.

The very name of any given manor can be problematic to say the least, for manors may have had one, two or even three different names – all at the same time! To aggravate matters, manors were often split into “moieties” or parts on inheritance shared by daughters.

These now separate moieties may take on different names to distinguish one from the other. Thus “Churchford” for example, might become “East Churchford” and “West Churchford”. Sometimes these now separate parts would come back together at some later time or they may remain separate or, indeed, the separated parts may have been split and subdivided many times over until the original “Domesday manor” no longer exists.

Identifying a given manor is, in many instances, extremely difficult if not impossible.

## The Lordship

Next, we look at the title “Lord of the Manor”. This lordship is, in law, land – albeit land at a conceptual level – in the same way that today a Limited Company is a legal entity. Although an entity without substance or form, the company nonetheless has responsibilities and has to, for example, keep accounts and pay tax. Likewise a manorial lordship, although not physical, not tangible, is, in law, land. This being so, it is sold in the same way as real land – which is to say by conveyance – but more on this later.

This anomaly in the law had little if any practical meaning at the start of the manorial system, for the lordship and the manorial lands were invariably owned by the same person. It was only after the manorial lands were sold off, and the lordship had become a separated entity, that the anomaly in the law began to have serious legal ramifications.

## The Records

Finally we look at the Manorial Records. As part of the day to day running of the manor its lord kept manorial records. These records were usually written on parchment and, for safe keeping, were rolled into a tube or pipe shape. In consequence of which they are known as “Manorial Rolls”, “Pipe Rolls” or “Manorial Court Rolls”.

Should a tenant purchase land from the lord then the permanent record of the purchase, and of the tenant’s ownership, was an entry made, by the lord of the manor, in the manorial rolls. A copy of this entry was given to the tenant, and accordingly this type of land ownership was known as “Copyhold”. This unusual system of recording land ownership was not replaced until 1st January 1926 when previously drafted Land Acts came into force and Copyhold was replaced by Freehold.

The Land Acts of 1926 all but saw an end to the manorial system, for the lord of the manor could thereafter exercise rights only over land he owned outright – as indeed can any other land owner. The manorial records now ceased to be of legal significance and instead became documents of historical importance only.

In order to preserve remaining manorial documents, The Manorial Documents Register was set up under the superintendence of The Master of the Rolls.

The Manorial Documents Register is maintained by The Royal Commission on Historical Manuscripts. However, it should be understood that The Manorial Documents Register is not a register of manorial lordships *per se* and holds no information on the ownership of any particular lordship. Its sole purpose is to collate and preserve manorial rolls as historical documents.

The Law of Property Act did not abolish manorial lordships *per se* and such lordships may be bought and sold. However, a new lord is not entitled to documents relating to the manor. Indeed, in the past, a lord would sell the lordship whilst retaining the manorial documents, as these often related to copyholders previously under his lordship. Later the documents themselves may have been given away, sold, eaten by mice or surrendered to The Manorial Documents Register.

Whilst detailed records may have been kept regarding the manorial lands, in many cases the lordship itself was simply handed down through the generations with few, if any, documents or written evidence of ownership ever existing. Moreover, such personal written evidence that may have existed may have since been deposited with local councils or museums – or not, as the case may be, for it must be remembered that all of these records and ways in which ownership of the lordship might have been recorded were voluntary. Owners could record any sale if they so wished – or not, as the case may be.

There is no national record of manorial lordships. There are no official central records or archives detailing the ownership of manorial lordships of any kind. There is nowhere to conduct searches; there are no dusty tomes to search; there is nowhere to look. However, this does not prevent vendors unintentionally giving an impression of the contrary. For example, a sales catalogue dated November 2003 from a well known auction house that conducts regular sales of manorial lordships, mentions the “*Curia Baronis*, the Guild of the Lords of the Manor” .... and states — “The Guild can assist with the registration of manors either on the National Register or its own register of manors .....

But there is no official National Register. There is nothing to prevent anyone making a list of manors in a school exercise book and calling it “The National Register”, but it would carry no significance or authority in law.

Similarly, The Manorial Society of Great Britain announced in its catalogue of December 2003 the forthcoming publication of the “Feudal Lords of The British Isles” and stated —

“This will be the first time that a publication of this nature has been produced and we are confident it will become a unique standard reference work, not only for Members of the Society, but for scholars, academics and members of the general public .....

As the aforementioned “*Curia Baronis*, the Guild of Lords of the Manor”, this tome would be but a private publication and therefore would carry no authority in law.

## The Interaction of Manorial Lands, Lordship and Records

Having looked briefly at the three elements that constitute a manor, let us now look at how these three elements interact one with each other.

As the manorial lands were invariably sold off piece by piece in the past, now very few manorial lordships include the original manorial lands. When these lands were sold off, the sale sometimes included the manorial documents – and sometimes not. Sometimes the sale of the land included the transfer of the lordship – and sometimes not. Sometimes, the land and lordship were sold off but the vendor retained any manorial documents.

From this rather confusing situation it is obvious that the ownership of manorial lands does not prove ownership of the lordship.

Similarly, ownership of a lordship is not proven by ownership of any manorial documents, for the lordship might have been sold in the past but the documents retained by the vendor. The only evidence that can prove ownership of a manorial lordship is documents specifically related to that lordship.

Thus, in short, there is often no positive way of proving just who does own any given lordship.

### The Sale of Manorial Lordships

Many manorial lordships offered for sale have no existing documentary evidence at all, while with many others what is put forward by the vendor either:

1. relates to the manorial lands rather than to the lordship itself, and/or
2. is so out of date as to be meaningless, and/or
3. carries no weight in law, and/or
4. is documentation held by a third party to which the vendor simply refers.

For example, the first lordship offered for sale in the above mentioned auctioneers’ catalogue is the Lordship of the Manor of Oldingham, and under “Documents associated with the Lordship” the catalogue gives the following:

Minister Accounts 1279-1338  
Court Rolls 1333-1335  
Feet of fines 1656  
Feet of fines 1688  
Common Pleas & Recovery 1772  
All documents held at various Public Record Offices.

It is obvious here that these documents (a) have nothing whatsoever to do with the ownership of the lordship *per se*; (b) are not held by the vendor; and (c) are at least over three hundred years old and must therefore be fairly meaningless in respect of proving ownership today (as no one knows what may have happened to the ownership of the lordship since then).

The second manorial lordship in the catalogue, that of the Lordship of the Manor of Sweffling Campsey, appears to offer as proof of ownership an unspecified "Deed" dated 1721 and held by the vendor, and a mention in a book "The Manors of Suffolk" dated 1909. Other lordships offer maps, rental agreements and such which clearly relate to the manorial lands and not to the lordship itself.

Manorial Auctioneers Ltd holds regular auction sales of manorial lordships, and the first item in the catalogue I recently examined was the Lordship of Eggergarth, Lancashire. Under "Documents associated with this Manor" the catalogue listed only the following:

Rentals 1692, 1752-4 held at the Lancashire Records Office.

And that is all. What then proves the 21st century ownership of this particular lordship?

The second manorial lordship offered for sale was that of Ganerew, in Herefordshire, and this item appeared to have no documentation at all, for none was listed. However, there was instead a comprehensive history, three pages long, of the vendor's family tree. The family history of the vendor of a manorial lordship does not prove ownership of that lordship – however illustrious his lineage.

The four examples quoted above are not "worst case scenarios" – they were the first two items in each of the two catalogues described. The other items offered for sale in both catalogues had a similar lack of documentary evidence to justify their acceptance as manorial lordships today. As this is typical rather than exceptional, the question must be asked as to how any manorial lordship can ever be sold at all.

The answer is to be found in the way in which the legal system views a manorial lordship. As mentioned above, it is viewed as land and, as land, the law allows the vendor simply to sign a statutory declaration stating that he owns the manorial lordship and, in law at least, he does (if it exists).

### The Role of the Statutory Declaration.

With the end of Copyhold and the imposition of Freehold, the way of recording the transfer of ownership of land was by way of conveyance. A conveyance is little more than a receipt for the monies paid for the land along with details of any special conditions under which the land might be held or used. Should the new owner decide to sell, he, in turn, drafts another conveyance. As the land is sold and sold again these conveyances now form an unbroken chain going

back many years. Other documents might accompany these conveyances such as planning consent for any buildings that may have been erected – with the whole collection of documents simply referred to as “Deeds”. This method of land transfer was later replaced by HM Land Registry, but as lordships are still transferred by conveyance the part that has been played by the Land Registry may be disregarded.

When Freehold was introduced an unbroken chain of conveyances had to go back 30 years in order to prove ownership. This time period was later reduced to 15 years and that remains the case today for, as a great deal of land remains unregistered, the conveyance is still very much in use.

However, it is not always possible for the land owner to produce deeds going back 15 years, for such documents may have been lost, stolen or destroyed. With real land however, this is not too much of a problem, for the owner has proof of ownership by way of simple occupation. To overcome the lack of documentation the law allows the owner to draft and sign a statutory declaration, before a solicitor, swearing, as if on oath in a court of law, that he does, in fact, own the land. This document, along with occupation, is then accepted as proof of ownership.

But, and this must be emphasised, occupation itself is the principal proof of ownership, not the documentation. If this were not the case anyone could draft a statutory declaration to the effect that he owned a house and then have its owner-occupier evicted.

### Manorial Lordships and the Statutory Declaration.

The ownership of a manorial lordship is very different from the ownership of real land, for whereas real land has two dimensions to ownership – *viz.* Documentation and Occupation – a lordship has but one – *viz.* Documentation – without which there can be no lordship *per se*. It is clear that a lordship cannot be occupied as can real land, and accordingly it is true to say that documentation is the lordship, the essence of the whole thing, the nature of the entity. Indeed, **No Documentation** means in effect **No Lordship** – as ownership of a lordship cannot be established or proven without it.

This being so, then if there is but one gap or lack of continuation in any documentation the vendor might hold, then that gap invalidates the claimed ownership, for what may or may not have happened to the ownership of the lordship in that gap is not known. Was it sold and the sale never recorded? Was it bequeathed to a distant relative who emigrated – or was deported – to Australia? Did ownership die out when a previous lord died intestate? Who knows? In truth, no one knows and no one can know – including the vendor, for if he had the documentary evidence that recorded the progression, then he would have no need of the statutory declaration.

This being so, then a statutory declaration cannot replace missing documents as it can with real land, for if documents do not exist then neither does the manorial lordship.

Indeed, and ironically, a statutory declaration proves, not that the vendor owns the lordship but rather that he does not, for by drafting a statutory declaration in the first place the vendor is - 7 - acknowledging that he does not have documentary proof of ownership – and if he does not have this, then he does not own the lordship and the “lordship” may not exist.

## Solicitors and the Statutory Declaration.

Anyone may one day need to make a statutory declaration. It is a simple process requiring a statement to be written on paper and signed before the solicitor who witnesses the signature. The solicitor is not required to ascertain the truth of the statement. He is not required to ask for proof of what the statement claims.

Certain fraudulent operations selling bogus manorial lordships, instead of asking a solicitor to witness their statutory declaration, have it witnessed by The Foreign and Commonwealth Office. It is alleged that they do this in order to deceive the public into believing that this Office has, in some way, vetted and endorsed the statutory declaration and hence the lordship being sold, but they have not, because, as with the solicitor normally used, the signatory is simply witnessing the applicant’s signature to the declaration.

However, whereas the public might misunderstand the part played by The Foreign and Commonwealth Office, so too might they misunderstand the part played by a solicitor for, to emphasise once again, a solicitor does not make, vet or endorse a statutory declaration or the validity of the manorial lordship mentioned therein – he simply bears witness to its signing.

## Defunct Lordships

For convenience we shall invent the “Lordship of the Manor of Greenacre” and shall say that it was founded by King William I following the Conquest. Let us further assume that the “Nether Wallop” family owned this manorial lordship until the mid-19th century, at which time its records appear to have ceased. No mention of the lordship can be found thereafter. What happened to the lordship? Where did it go? Does it still exist and if so, who owns it? Can it be “resurrected”, “reclaimed”, “reinstated” – and if so, can it then be sold on?

Unclaimed land in England reverts to the Crown and, as a lordship itself is, in law, land, then, as soon as a manorial lordship ceases to have a proper and continuous documentation and its ownership becomes unknown, then this ownership, as with the ownership of real land, reverts to the Crown.

However, vacant land – real land – does not always revert to the Crown, because before that happens squatters might occupy the land. After a period of twelve years these squatters establish a right to the land and, indeed, they can go on to have their ownership registered at the Land Registry and can go on then legally to sell the property.

Given that a lordship is also treated in law as land, the question arises as to whether or not a “vacant” lordship might also be claimed by a squatter. On this – in lawyer speak – the law is silent. This means that the concept has never been aired in a court of law, and so no legal judgement has ever been given.

However, in order to claim real land it has to be in continuous and obvious occupation, for the prescribed time period, by the claimant alone and to the exclusion of all others. Given that the same rules apply, then the question arises as to how a manorial lordship might be occupied and what constitutes occupation. It may be that simply using the title “Lord of the Manor of Greenacre” for twelve years constitutes occupation, but again the law is silent on this point.

So can a defunct lordship be reclaimed? The law does not say it can, but it does not say that it cannot. However, when a lordship is being sold with no documentary proof of ownership other than a recently drafted statutory declaration, then the vendor is doing nothing more than claiming a defunct lordship. Can this be worth many thousands of pounds?

When it comes actually to parting with money, and given the rather confused situation outlined above, then logic dictates that no one in their right mind would part with thousands of pounds – sometimes tens of thousands of pounds – simply on the promise of another, for something that may or may not exist, or, given that it does exist, something that may or may not be owned by the vendor. Logic dictates also that the buyer’s solicitor would alert his client to the real and obvious dangers – and yet the trade in “ancient and historical” lordships continues unabated. The reason why this should be, however, is quite understandable. Very few people, including solicitors apparently, appreciate or understand the dangers and pitfalls. Very few people understand or appreciate the paradox of the statutory declaration and its crucial role in establishing, not that the vendor owns the lordship, but rather that he does not.

## A Case Study

Even eminent people in this field, people who deal with manorial lordships on a daily basis, fail to appreciate that a lordship, although it is considered land under the law, is clearly not land physically and cannot be physically treated as such.

For example, a prominent dealer in manorial lordships explained in an interview:

“It is very important to establish the correct ownership of manorial lordships. Proving ownership can be a long, complex business, because records are not always complete, or the title can go sideways. One needs to first find a reference point suggesting that a certain family owned a particular manor. This can be found

in country record offices, Inland Revenue and agriculture lists, as well as in old topographical books.

“Once you establish that say Lord Nether Wallop was the lord of the manor in 1908, then you have to trace his family line from Burke’s and Debrett’s to [the present time], get copies of wills of the various members of the family, obtain permission to go through personal papers at solicitors, record offices, land registries and so on.

“After all that, it will be up to a solicitor to draw up a legally watertight statutory declaration for the owner, similar to what sometimes has to be done in the sale of property where vital documents are missing.”

The speaker then went on to point out that his own London house, though built in 1768 for the Bishop of Bath and Wells, dated its title from 1982 when he bought it from a Trust which had no proof of ownership other than the fact of “peaceful possession since the mid- 18th century”.

This must sound very good and very reassuring to any prospective purchaser and the speaker was most sincere in what he was saying, but what does it all mean in fact?

“It is very important to establish the correct ownership of manorial lordships. Proving ownership can be a long, complex business, because records are not always complete .....

If records are not complete then that, in effect, is the end of the matter, for without a proper and unbroken chain of documentary evidence proving ownership the vendor cannot prove that he is the owner. It is that simple.

“.....or the title can go sideways.”

The speaker means here that the title might have been sold out of the family in the past and that the sale was not recorded.

“One needs to first find a reference point suggesting that a certain family owned a particular manor. This can be found in country record offices, Inland Revenue and agriculture lists, as well as in old topographical books.”

Given that it could be categorically proven – never mind just suggested – that a certain family did indeed own a particular manor, then this has nothing whatsoever to do with who owned the lordship thereto, for, as explained earlier, manorial lands and manorial lordships are quite separate and one can be sold with no regard to the other. Moreover, the “topographical books” mentioned may well include *Kelly’s Directory* – but this type of publication is not, and never was intended to be, a point of legal reference. (It is rather like

referring to an issue of *Hello* magazine in years to come to try and decide who gets Posh and Beck's estate.)

“Once you establish that say Lord Nether Wallop was the lord of the manor in 1908, then you have to trace his family line from *Burke's and Debrett's* to [the present time] .....

From *Kelly's Directory* it might indeed be suggested that Lord Nether Wallop was the lord of the manor in 1908, but tracing the vendor's family tree in itself, and as mentioned above, does not prove ownership of the lordship – nor does it establish whether or not the lordship was sold in the past without the sale being recorded. Moreover, the peerage directories of *Burke's and Debrett's* are, like *Kelly's Directory* before them, only private publications and not works of legal reference.

“.....get copies of wills of the various members of the family, obtain permission to go through personal papers at solicitors, record offices, land registries .....

Well, assuming that this establishes an unbroken chain of ownership, then that's fine – but the speaker implies that this is not the case, for he continues:

“After all that, it will be up to a solicitor to draw up a legally water-tight statutory declaration for the owner .....

If records were complete and unbroken then there would be no need for the statutory declaration. If the records are not complete, then they are meaningless, for it can never be known what happened to the ownership of the lordship during the gap in the records. This being so, the vendor, by his own admission, is not the owner.

(Moreover, the speaker states that the solicitor drafts the declaration, and in so doing he may inadvertently have given the impression that the solicitor has, in some way, vetted and endorsed the validity of the claim made therein. As explained above, the solicitor's part in a statutory declaration is minimal, as all he does in essence is to witness the signing of the document.)

Then the speaker commits the commonest and most fundamental of errors when he compares the lordship with real land, where a statutory declaration can, and is used to, replace missing documents.

“.....similar to what sometimes has to be done in the sale of property where vital documents are missing.”

The speaker failed to appreciate the real distinction between a manorial lordship and real land, although the two are clearly very different indeed. He also failed to see that, whereas a statutory declaration might indeed be used to replace missing documents in the case of real land where the owner has occupation, the same is not true in the case of a lordship (where physical

occupation is clearly an impossibility, and ownership is proven only by existing documentation).

The inherent dangers of using a statutory declaration to replace “vital but missing documents” were memorably illustrated recently when a court heard how a defendant arranged the sale of the manorial lordship of Flushing *alias* Mylor (as mentioned above, a manor may have had more than one name at any given time) to the plaintiff with the only proof of ownership offered being a statutory declaration. Some time later, when the plaintiff tried to sell the lordship through an auction house, doubt was cast upon the validity of the lordship, and in consequence legal action was instigated against the original vendor who, it transpired, had himself prepared the statutory declaration on behalf of the owner.

In his summing-up, when commenting upon the statutory declaration, the Judge said:

“..... a statutory declaration is, in a case like this where there is virtually no paper title and not likely to be, an important minimum of title .....” [“title” or “root of title” in this context means “proof of ownership”]

“As a preliminary, it is important to realise where the statutory declaration fits into all of this. Manors, their origins and, indeed, their descent, are to an extent lost in the mists of time. Nobody knows when most manors were created, or even the way in which they were created. They may well have passed down the centuries by descent, by settlement, by residue, by intestacy, by heirship, without ever having been specifically named. Ideally, of course, what one wants to see is the classic root of title. Under modern law you need a root of title at least 15 years into the past. But in this area of conveyance no such root of title may ever be available at all, in which case the statutory declaration, as so often in conveyance, has to fill the gap.”

It is now necessary to ask whether even the Judge in this case is confusing the ownership and conveyance of real land with the ownership and conveyance of a manorial lordship, for, as mentioned earlier, with a lordship, if there is no good and solid existing documentary proof of ownership, then there is no lordship *per se* as each and every manorial lordship depends upon documentation for its very existence.

The Judge continued:

“What it [the statutory declaration] needs to show to the satisfaction of the purchaser’s solicitor is:

1. that the manor existed at all, and why;
2. who the manor has been vested in;
3. how it comes to be vested in the vendor;

4. that the vendor and his predecessor have not conveyed it away.

The point of real and overriding significance here, and what the Judge appears somehow to have failed to appreciate, is that if documentary evidence existed to satisfy the criteria as he so set forth for the production of a satisfactory and acceptable statutory declaration, then there would be no need for that statutory declaration, and if no such documentary evidence existed, then the statutory declaration produced is meaningless, for anyone at all could make it with each and every claim being as valid as the next. Moreover, and in particular, as there are clearly gaps in the existing documentation, it is surely impossible for the vendor to know with any degree of certainty that one of his predecessors did not convey the lordship away at some time in the past.

This case might have done far more to clarify the situation so far as manorial lordships and statutory declarations are concerned if the Judge had found, for example, that, as a lordship is so overwhelmingly dependent upon existing documentation, then, if continuous and uninterrupted ownership of the lordship could not be proven, a statutory declaration could not be used in place of that documentary evidence. This would have effectively resolved the legal anomaly.

One of the court's findings was that the Manor of Flushing *alias* Mylor had been split into two individually saleable units – the “Manor of Flushing” and the “Manor of Mylor” – and it was shown in evidence that the Manor of Mylor had been sold off in the 1850s, while the Manor of Flushing had never existed at all. This deplorable state of affairs, however, had not prevented the drafting of legally acceptable statutory declarations “establishing ownership”, and had not prevented the two manors (one sold elsewhere in the previous century, and one non-existent) being put onto the manorial lordship market.

## Some Final Notes

For research on this paper, and especially for the subject of defunct lordships, a firm of solicitors specialising in manorial lordships gave advice. In response to the suggestion that with a signature to a statutory declaration claiming ownership of a given lordship a man could, after a period of 15 years, have a good and solid root of title regardless of what went before, they stated that this would not be the case because, if it were, then a statutory declaration to the effect that a man owned Buckingham Palace would allow possession after 15 years, and this was clearly nonsense. It seems that even this highly respected firm of solicitors was in error, for the treatment of a manorial lordship as real land does not allow such a comparison. It is clear that Buckingham Palace could not be claimed by a simple statutory declaration, but a manorial lordship can be claimed by the same method. The difference is that with real land physical “occupation” is a prerequisite, whereas with a lordship it is an impossibility.

## Does it Matter?

If a manorial lordship is bought with a statutory declaration as the only documentary proof of ownership offered, then, as this proof of ownership is acceptable in law, what does it matter if the lordship is not “genuine”? What does it matter if the lordship is nothing more than a reclaimed, defunct lordship? If the purchaser is happy, then what is the problem?

There are more factors in a commercial deal than merely the legality of the transaction. Among the others is the financial consideration, the money, and this money, representing the value of the product, is directly related to the confidence in that product on the open market. Indeed, confidence in the product and the worth of the product are interdependent and inextricably linked. But confidence, although of paramount importance, is very fickle, and as this is so, if the validity of any manorial lordship sold with a statutory declaration is questioned and confidence in the product evaporates, then so too does the value of that lordship on the open market – with the potential of leaving many “investors” holding a worthless product.

## Possibilities.

As a vendor is able to draft and sign a statutory declaration claiming ownership acceptable in law, then there are a number of interesting possibilities.

Imagine popping along to an auction of manorial lordships and seeing entered therein the Lordship of the Manor of Greenacre for sale at £50,000 – with a statutory declaration being offered as the only proof of ownership. As a statutory declaration is being put forward we can conclude that the vendor does not have any existing documentary proof and, therefore, he cannot prove ownership. From this we can further deduce that, as the vendor cannot prove that he owns the lordship then equally, he cannot prove that someone else does not. This being so, then why buy the lordship? Why pay the vendor the £50,000 asking price? Why not just pop to the solicitors around the corner, draft a statutory declaration yourself to the effect that you own the lordship and, hey presto, a free lordship? For clearly, if a statutory declaration is good enough for the vendor then it must surely be good enough for you, because clearly one statutory declaration cannot be any more or less valid than any other.

So much for an honest vendor, but what of the dishonest vendor?

Many lordships are sold with a recently drafted statutory declaration alone and with no other documents whatsoever being held by the vendor – but with the vendor simply referring to documents held by local councils, museums or county record offices, etc. Given that the statutory declaration and referrals represent legally acceptable proof of ownership and thus allows the vendor to sell the lordship, then there is nothing to prevent our crooked vendor drafting a second statutory declaration and selling the same lordship again. Indeed, he

might sell the same lordship two, three or, indeed, as many times as he feels the market will bear.

## The Manorial Lordship Bubble.

There was recently a comedy drama on TV in which the principal character, an antique dealer, came into the possession of a tea bowl supposedly once owned by the late Emperor of Japan. Provenance of the bowl was in the form of a letter, from the government of the day, stating that the bowl did indeed once belong to the Emperor and that it was given to an American officer at the end of the war. The character eulogised upon the fact that the bowl is of less importance than the provenance – for such bowls can be had for very little at any antique fair. He reflected upon the fact that people are willing to pay large sums of money for little more than a piece of paper – whilst the item actually being sold diminishes in importance.

In the TV story, it transpires that the provenance was genuine and all in order – but the bowl itself had been broken and replaced by a copy some time in the past. The lesson is that a lawful provenance does not a genuine item make.

Many manorial lordships are sold with nothing more than a recently drafted statutory declaration to prove ownership – but is the lordship genuine or the vendor the true owner? Or, as with the tea bowl, is the buyer purchasing nothing more than a legally acceptable provenance rather than a good and genuine item?

Has the trade in manorial lordships now taken second place to the sale and purchase of the provenance and/or the social standing of the vendor? Is the tail now wagging the dog?

When buyers eventually come to their senses, rub the stardust from their eyes and begin to look objectively at what it is for which they are being asked to pay large sums of money, *viz.* a piece of paper anyone can draft and any solicitor will countersign for a fiver – it may well be that the manorial lordship bubble will “pop” – as is the nature of bubbles.

## *Caveat Emptor*

Anyone who has purchased a “genuine” manorial lordship with nothing more than a statutory declaration as proof of ownership, or with a statutory declaration somewhere in the earlier documentation, might feel that now is the time to sell – before public confidence in the product evaporates and the bubble bursts. As stressed above, a statutory declaration serves to demonstrate not that the vendor owns the lordship but rather that he probably does not.

On the other hand, anyone considering the purchase of a “genuine” lordship where all that is being offered as proof of ownership is a statutory declaration might consider a period of reflection justified.

Whether manorial lordships are indeed “genuine” or resurrected, defunct lordships – the buyers must beware the seductive power of the highly professional quality of the published advertising catalogues and the number of coats of arms used to decorate them. Whether or not a vendor – whomsoever he may be or however elevated his social position – is the true owner, if he has no existing documentary evidence to support his claim, there is no lordship. It is well to remember that a pretty catalogue and a distinguished name do not a genuine lordship make. And a statutory declaration proves, not that the vendor owns the lordship, but rather that he probably does not.

A solicitor acting for a vendor then, in witnessing any statutory declaration the vendor may have drafted, may wish to consider whether or not he may be leaving himself open to a charge of misrepresentation of some kind at some future date.

On the other hand, a solicitor acting for the purchaser and accepting a statutory declaration at face value may wish to consider whether or not he is leaving himself open to possible legal action by his client on the grounds of giving unsound advice – because, now for one last time, a statutory declaration proves, not that the vendor owns the manorial lordship, but rather that he probably does not.