

ART. XV.—*The Customs and Tenant Right Tenures of the Northern Counties, with particulars of those in the district of Furness in the County of Lancashire.* By WILSON BUTLER, M.A., LL.M.

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THE history of a manor is described by the late Charles Elton, K.C., in the following terms taken from his book, *Custom and Tenant-Right*.

An absolute monarch, so the fiction goes, gave the territory to the ancestors of the lord to deal with exactly as they pleased; who thereupon gave a part to their fighting men, so long as they should behave well in the wars; another portion to the Church, that the priests might pray for their souls; another portion to the free labourers and serfs, who were to cultivate the lord's domains; and all the rest they kept for themselves; so that the lord of our own day is in law the owner of everything "upward to heaven and downward to the centre of the earth," except such property and rights as by grant or custom may have been conferred upon the tenants and commoners. These great personages, we are told, were allowed the privilege of keeping courts where they might redress misdemeanours within their precincts and punish the offences committed by their tenants, or decide and debate all controversies arising within the limits of their jurisdiction. . . .

We find when we consider the historical evidence that the original manors were districts which we call by that name when speaking of the tenants, or townships when we regard the inhabitants, or parishes in matters ecclesiastical. We cannot, of course, determine the nature in each instance of the district, which the manor now represents.

The whole country passed in time under the power of the king, the church, and the nobles owing service to the Crown; and as the jurisdiction of the lords was gradually converted into ownership of the lands in their districts, the descendants of the free men who had founded the independent townships fell under onerous rents and services, and in many cases became serfs and bondsmen. Where

the tenure was easiest they had to work on their lord's estate, or to pay rents of food and other provisions, as the usage of the country required, and where it was worst they could call nothing their own, but were taxed high and low as the lord pleased, to redeem their flesh and their blood.

In Cumberland, Westmorland and the district of Furness the settlements made by the Anglian and Scandinavian invaders were free communities, which, after the Norman Conquest, degenerated into feudal manors with their onerous services. These tenant-right manors of the northern counties which grew out of free communities never fell into such a slough of servile degradation as the manors in the south of England. There the tenants held their land at the will of the lord by base and uncertain services; though, as is well-known, after long disputes they were safeguarded by a famous decision of the court of King's Bench in the reign of Edward IV,* that the will of the lord could only be exercised according to the custom of the manor. The modern representatives of these men are the copyholders who are called "tenants by copy of court roll at the will of the lord according to the custom of the Manor." The conveyance of a copyhold estate to-day is by surrender to the lord upon the court rolls who admits the purchaser; this is because it is a tenure in pure villenage. The tenants of the manors where the custom of tenant-right exists held by a superior tenure, because they sprang from these free communities; their services were fixed and certain and their estates were transferred by ordinary deed of bargain and sale and admittance on the Court Rolls. In other words their tenements from the first were held "according to the custom of the manor," and not at the will of the lord.† In some of the Cumberland manors these estates pass by deed, surrender and admittance on the court rolls, but not so in Furness.

* Year b. Mich 7 Ed. IV., 19 and Mich 21 Ed. IV, 8ob. Co: Litt: 61a.

† Elton, p. 25.

These tenants had, in fact, a tenant-right in their estates known as "border tenant-right"; they paid certain small fixed rents for their estates, but held them on condition of providing a certain number of armed men forty days in the year, for service against the Scots when required, and their estates were tantamount to freehold. This tenure of tenant-right prevails in the north of Yorkshire, in that part of North Lancashire known as Oversands, the Liberty of Furness, the south-west portions of Durham and Northumberland, and the whole of Cumberland and Westmorland.

After the union of the thrones of England and Scotland in the reign of James I the necessity for this border service ceased. James I being in want of money, it occurred to him to take into his own hands the lands in Westmorland held by this border tenure.* For this purpose he granted to his son Charles, Prince of Wales, the whole of his Crown Manors in Westmorland, who in turn commenced proceedings in Chancery, claiming that the tenants had no title to their estates, by reason of the service by which they held their estates having ceased to exist. The tenants in turn filed their answer to the claim, and in several cases were evicted. They had either to give up their lands or rebel against their sovereign.

On the second day of January, 1620,† a meeting was called of the leading tenants in Westmorland, in Staveley Churchyard, under the pretence of viewing a bridge and deciding as to its repair; but it was thoroughly understood by the tenants what the meeting was about. At the meeting resolutions were passed binding them to defend their estates, to raise funds to employ an attorney, and to petition the king to allow their ancient custom of tenant-right; and it was further decided, if necessary, to present a Bill in Parliament. The Bill was duly presented to the House of

* Elton, p. 33.

† Nicolson and Burn, I., pp. 51 to 59.

Commons, and rejected; and on the 28th day of July, 1620, the king published a proclamation suppressing all customary estates and abolishing all tenure by border service.

The tenants, in reply to this, held other meetings and expressed their intention to defend their properties.

Proceedings were at once commenced in the court of Star Chamber by the Crown against those who were known to have taken part in this remonstrance. The matter coming before Francis Bacon Lord Verulam, he for a time reserved judgment.

Shortly afterwards James I, died, and, fortunately for the tenants of Westmorland, on the 19th of June, 1625, the Court gave its decree establishing and confirming the tenants in their ancient customary tenure of tenant-right. This decision may be taken to have firmly established the custom of tenant-right so far as Westmorland was concerned, and probably in other parts where that tenure prevailed.

Several disputes arose afterwards between the several tenants and their lords themselves. Among these disputes in Westmorland may be mentioned Francis Earl of Cumberland and the tenants of Appleby Barony, where the tenants resisted certain payments of cornage or noutgelt. Another dispute arose over the sergeant's oats and the bailiff's corn in the year 1739, between the Earl of Thanet and his Westmorland tenants.*

In Lancashire, 5th May, 1659, Robinson and others versus Sir George Middleton, lord of the manor of Yealand Redman, Yealand Conyers and Yealand Storrs,† touching the question whether the fine payable by tenants on death or alienation was certain or arbitrary. Other disputes of a like nature by the Furness tenants and their lords were settled by the decrees hereinafter mentioned.

In the case of Doe d Reay v. Huntington and others Lord Ellenborough, who was a north countryman, being

* Ferguson's *History of Westmorland*, 137 f.

† These *Transactions*, n.s., ix, Art. VII, by Dr. J. Rawlinson Ford.

the son of Bishop Law, of Carlisle, and well conversant with tenant-right tenure, stated: *—

These customary estates known by the denomination of tenant-right are peculiar to the northern parts of England, in which border services against the Scots were anciently performed; these estates seem to have many qualities and incidents which do not properly belong to villenage tenure, either pure or privileged, and to have even some qualities which savour of military tenure, viz., the being holden at the will of the lord, and the title being usually evidenced by copy of court roll; also they are alienable differently to copyholds, viz., by deed and admittance thereon; yet notwithstanding all these anomalous circumstances, it seems to be now settled in courts of law, that these customary tenant-right estates are not freeholds, but that they fall in effect within the same consideration as copyholders, and the quality of their tenure cannot properly any longer be drawn in question.

By virtue of this and amongst other cases *Doe d Earl of Carlisle v. Towns 2 Barn and Adol 585* it seems settled the freehold of these customary tenements is in the lord. Reference to the case of—*In re Steel L. R. (1903) 1 ch. 135* can also be made.

Having now stated how the custom of tenant-right was established so far as Westmorland was concerned, it is proposed more particularly to consider the customs existing in the district of Furness, shewing how the customs in the various manors therein differ.

The district of Furness, which comprises that portion of Lancashire north of Morecambe Bay which adjoins Cumberland, was held in 1066 by Earl Tostig within the fee of Hougūn. † It subsequently reverted to the Crown and was in royal demesne in the year 1086, some time after in the year 1127, it was granted to Stephen, Earl of Mortain and Boulogne, who in turn granted part of it to the Abbey of Furness. The other parts of Furness seem to have been granted to other lords before. ‡ This Charter was confirmed in the years 1136-41 in a grant as follows:—

* 4 East., 271. Scriven on Copyholds. 15.

† *V.C.H.*, Lancs., VIII, p. 286.

‡ See W. Farrer, Lancs., *Pipe Rolls and early Charters*, p. 301.

I theretore return, give, and grant to God and St. Mary of Furness all my forest of Furness and Walney with the privilege of hunting; with Dalton and all my Lordships in Furness with the men and everything thereto belonging that is in woods and in open ground, in land and water; and Ulverston and Roger Bristwald with all that belongs to him; my fish-ponds at Lancaster and Little Goring with all the land thereof; with sac [*saccum*, the power of imposing fines upon tenants and vassals within the lordship], tol [*tollum*, a duty paid on buying and selling], and team [a royalty granted for trying bondmen and villeins with sovereign power over their villein tenants and their goods], infangenetheof [the power of judging of theft committed within the Lordship] and everything within Furness except the lands of Michael le Fleming.

The district of Furness now comprises the following several manors, which have courts, customs, and by-laws peculiar to themselves, and it is proposed to describe the same separately. The annexed map shews roughly the situation of the various manors.

The following customs are common to all the manors:

- (1) The Fines are certain and of a fixed amount.
- (2) Descent on intestacy is to the eldest daughter or nearest other female relative in default of male, except perhaps in the Manor of Bolton with Adgarley.

(I). THE MANOR OF MUCLAND WITH TORVER.

This Manor was granted by Henry I, to Sir Michael le Fleming probably between the years 1107 and 1111, and was excepted from the grant by Stephen to the Abbey. It was originally called Michael-land to distinguish it from the lands comprised in the Abbey grant.* The name Michael being similar in sound to the provincial word "mickle," meaning "much," it is supposed that in course of time the name was transposed to Muchland. The manor comprises the parishes of Aldingham and Torver and a part of the parish of Urswick called Much Urswick for the reasons already given. This manor is held of the Liberty of Furness by payment of the rent of £10 per annum, but

* These *Transactions* n.s., xxiv., Muchland and its Owners," by Paul V. Kelly.

belongs to the king. Exceptionally the estates in this manor are held by pure copyhold tenure, and pass by surrender and admittance on the court roll. This is probably on account of its being a Crown manor. The customs of the manor which were confirmed by Queen Elizabeth on the 3rd March and in the 9th year of her reign are as follows:—

(a) the tenant on being admitted pays to the lord two year's rent as a fine;

(b) every tenant paying 40s. rent was formerly obliged to find a horse and harness for the king's service on the borders or elsewhere;

(c) every tenant paying 20s. rent was to furnish a man for the king's service;

(d) every old tenant paid a gressom or fine of one year's rent on the death of the lord; and every new tenant pays two years' rent to the next heir. This incident has fallen into disuse;

(e) the widow has one-third of the tenement during her chaste widowhood. This right, which is called freebench, is analogous to the dower of freehold lands attaches on marriage, and the widow has to join in all surrenders and be separately examined by the steward in order to release her estate.

If a tenement is not presented for admittance within a year and a day after the death of a tenant, or if it be sold or let without paying the fine or gressom for a year and a day, the lord in the absence of distress may seize the tenement as a forfeiture.

(II). MANOR OF PLAIN FURNESS.

This manor, which was part of the Abbey grant before-mentioned, belongs to the lord of the liberty of Furness has a court leet, and comprises the parish of Dalton with the exception of the township of Dalton and certain parts now held in fee farm of the lord of his liberty of Furness,

a part of the parish of Urswick called "Quernbarrow" and "Suet Fields," and also the extra-parochial district of Angerton. Among its customs confirmed on 12th February, in the 28th year of Elizabeth's reign in the Duchy Court the following are the most worthy of notice:—

(a) freeholders of the manor do not pay anything by way of relief upon descent;

(b) tenants pay a fine of double the annual rent upon descent or alienation;

(c) all admissions of tenants to be done in open Court. This is subject to the Copyhold Act, 1894, under which all admissions can now be made out of Court;

(d) the tenement is subject to forfeiture in case it is allowed to fall into decay or ruin for two years without repairing;

(e) all the customary tenants are to keep in repair the walls and banks of the island of Walney and of other parts or places of the manor at their own expense. If the island of Walney or any part of the manor be wasted or diminished by the sea, according to an order assented to by the tenants in the 25th year of the reign of Queen Elizabeth, the customary tenants are to pay the same rent as if nothing of the kind had happened.* For the reparation and maintenance of the said walls and banks the tenants are to bestow the work of a certain number of days, and are to be supplied with what timber and turf they may want for the purpose, out of the woods of the manor;

(f) formerly the customary tenants were to have in readiness at their own cost and charges sixty able men, horses harnessed, and weapons according to their ability, to serve in the defence of the Pile of Fouldrey, upon the borders against Scotland, or in any other part within or without the realm as necessity should require;

(g) the tenants are not to bargain, sell, demise, alien or put away any part of their tenements for ever, but entirely

* West's *Antiquities of Furness*.

and not by parcels, otherwise the bargain to be utterly void. This custom is peculiar to Plain Furness and Dalton;

(h) freebench attaches on marriage.

In the year 1841 the jury of the manor made an order that certain dues should be paid for the lord's license to alien the customary tenements in parcels, and this circumstance has to be taken into account on enfranchisement. The late Mr. Elton, advised that such a claim was invalid, but the Board of Agriculture at a later date decided that it was not, after holding an enquiry.

It seems to be an incident of all the manors in Furness that the lord could refuse to give his consent to such an alienation in parcels, as it tended to encourage a larger and poorer population who were unable to pay their dues or comply with his demands.

It is believed there is no estate by curtesy within this manor or that of Dalton. As far as can be ascertained, curtesy was not an incident of tenant-right estates, although stated by the stewards to be allowed in the manors of Coniston and Pennington.

(III). MANOR OF DALTON.

This manor belongs to the lord of the Liberty of Furness, and comprises the township of Dalton proper and certain freehold lands of the Devonshire family, which it is presumed belonged formerly to the Abbey extending between St. Helens and Hag-hills on the north and Millwood and Little Martin on the south. The tenure is believed to have formerly been burgage, but no trace now exists.* The fines in this manor are certain, and are payable on death or alienation as follows, viz. :—

on the admission to one whole burgage 3s. 4d., and
on every half burgage or less 1s. 8d.

The customs are much the same as Plain Furness.

* *V.C.H.*, Lancs.

Descent on intestacy to the eldest of female issue in default of male issue, freebench as in Plain Furness attaches on marriage in favour of the wife in respect of all lands of which her husband became seised, and as usual extends to one-third of the hereditaments. The wife has to join in all deeds of alienation to release her freebench and to be acknowledged before the Steward as in Plain Furness

(IV). MANOR OF HAWKSHEAD.

This manor also belongs to the lord of the Liberty of Furness. The customs of the manor were ascertained by a special jury of tenants in the 27th year of the reign of Queen Elizabeth and approved by her as Lady of the Manor. They are fully set out in West's *Antiquities of Furness*. Descent on intestacy in this manor, in default of male issue, is to the eldest unmarried daughter, she paying to her younger sister, if only one, twenty years' ancient rent; if more than one, forty years' ancient rent to be equally divided between them. Freebench is limited to one-third of the land of which the husband died seised. In the Pilgrimage of Grace in 1536 one of the points of the petitions was that the tenure of lands in Furness should be by tenant-right with two years' rent as a gressom.* The Commoners of Hawkshead were commanded to meet at Stoke Green, near Hawkshead Church, to support this rising.

(V). MANOR OF EGTON-WITH-NEULAND.

This is another manor belonging to the lord of the Liberty, and is designated part of the manor of Plain Furness, and the customs are the same except as regards license to alien in parcels freebench attaching on marriage.

(VI). MANOR OF ULVERSTON.

Another manor now belonging to the lord of the Liberty of Furness. In one part of the manor freebench attaches

* *V.C.H. Lancs.*, pt. 27d. p. 299.

to the land of which the husband dies seised, while in the other part it attaches on marriage. This interesting difference as regards freebench probably arises from the fact that James I, granted the manor in two moieties to separate individuals.*

As regards freebench which attaches on the hereditaments of which the husband dies seised, the widow, if a first wife, was entitled to one-half the tenement, but if a second or other wife one-third of his tenement only. Compare Broughton hereinafter mentioned.

Within this manor lay the manor of Nevill Hall, which has now ceased to exist. The customs of the latter were confirmed by James I, in 1603. The fine on admittance was two years' rent. The running gressom or town-term half a year's rent every seventh year. A tenant might let or mortgage any tenement or part of it for a year without license, and might sell his whole tenant-right or part of it with license from the lord. Formerly every tenant paying 20s. rent was to keep a horse harnessed in readiness for the king's service.

(VII). MANOR OF WESTBY LANDS.

This is a small manor within the manor of Muchland. The freebench in this manor as mentioned below is one-half of the hereditaments of which the husband died seised and the wife is said to join in all conveyances by the husband and to be separately examined by the steward touching her knowledge of the contents of the deed. The custom as given in Baines' "History of Lancashire" is as follows:—

On the change of every tenant by death or alienation a twenty penny fine, or a fine of twenty times the lords' rent or customary rent then becomes due and payable to the lord. The like fine becomes due from each tenant, except one house in Much Urswick which pays 4s. lord's rent and a five penny fine or five times the lords' rent as a fine upon the death of the lord or change of tenant by death or alienation.

* West's *Antiquities of Furness*.

On the decease of a tenant his widow is entitled to a moiety of the estate whereof her husband was tenant, but forfeits her right thereto upon marriage or breach of chastity. The tenant cannot by will devise his estate so as to deprive his heir-at-law, nor can he charge the same with the payment of debts or legacies without making a conveyance to some other person to the uses mentioned and set forth in such will, under which deed the grantee, before or after the death of the grantor, must be admitted tenant-in-trust, and a twenty penny fine is paid to the lord.

This restriction has ceased since the Wills Act, 1837, under which a tenant can devise tenements without the necessity of making a grant to the uses of his will.

The tenants are obliged to carry a single horse load (anciently fish) once a year to Mowbrick Hall, near Kirkham; this service is now commuted, and the tenants pay a small rent called carriage money in lieu.

A tenant may, whenever he pleases, by deed or conveyance, give and convey his tenement or any part thereof to any of his sons; in default of sons to any of his daughters as he thinks fit, but he cannot thereby deprive his wife of her dower. A tenant may let or mortgage all or any part of his property without license, and may sell his whole tenant-right, or any part thereof, with license from the lord, but he cannot thereby deprive his wife of her dower.

If the tenant mortgages his tenement and dies leaving a widow who joined not in such mortgage, she shall, notwithstanding such mortgage, be entitled to a moiety of his estate. When the estate is the property of the wife it can neither be mortgaged, sold, or devised by her without being privately examined apart from her husband, by the lord, his deputy or agents, and fully consenting.

This is now subject to The Married Woman's Property Acts, under which a woman married since the 1st January, 1883, can dispose of the same solely.

Tenements in this manor are forfeited to the lord for treason or felony. A tenant convicted of wilful perjury forfeits to the lord twenty years' rent, and for petty larceny ten years' rent.*

* West's *Antiquities of Furness*.

(VIII). MANOR OF BOLTON-WITH-ADGARLEY.

This manor, belonging to the Earl of Derby, is stated to have been formerly part of the manor of Muchland, but property passes therein by bargain and sale and admittance as in other customaryhold manors in Furness. At a later date it belonged to the family of Broughton, and its customs are similar in some respects to the manor of Broughton hereinafter mentioned. There appears to be no settled custom by decree of Court or otherwise. The steward states that on failure of male issue on an intestacy the females take as coparceners, and that there is common law dower. Although the writer has met with one instance of an intestacy with only female issue in this manor where the steward admitted the issue as coparceners, it may be arguable whether this is the custom, as it is so much at variance with the general custom of tenant-right. In a case known as Ogilvie's Case (*Hodgson v. Ogilvie*) not reported, with reference to similar circumstances in the manor of Gilcruix in Cumberland, it was held that the customs of surrounding manors could be taken as evidence as to what was the custom of a particular manor, following the case of *Roe v. Parker* decided in the year 1792.

(IX). MANOR OF PENNINGTON.

This manor belongs to the Pennington family, and its customs were established by a decree of the court in Chancery, dated 20th March, 1654, in pursuance of an agreement entered into between John Pennington, lord of the manor and his tenants.

This, with one tenement in Westbylands and Coniston, are the only manors within Furness where there is a fine payable on death of the lord of six years' quit rent. The tenant, on his admission by death or alienation, pays a fine of sixteen years' quit rent except that in the Trinkeld portion of the manor, where the rents are larger, the tenant pays eight years' quit rent.

There was formerly a running fine, town term, or gressom payable every seventh year, and a tenant was obliged to carry a horse load once a year to Muncaster, the seat of the lord of the manor, and half a horse load to Lancaster.

There is the peculiar incident in this manor that the heir where there is a widow pays a heriot to the lord.

Freebench attaches on marriage, and is one-third of the hereditaments, and the husband is entitled to curtesy.

(X). MANOR OF KIRKBY IRELETH.

In this manor, which now belongs to Lord Richard Cavendish, and formerly belonged to the family of Kirkby, every tenant upon being admitted pays to the lord a fine of twenty years' quit rent. Every entire tenement was formerly obliged to keep one horse and harness for the king's service on the borders or elsewhere. These horses were called summer nags, of which thirty were kept at Kirkby. Every entire tenement was also to furnish a boon plough and a boon harrow, or a day's ploughing or harrowing. No tenant is allowed to let his land for any term exceeding seven years without license. A tenant on conviction for wilful perjury forfeits to the lord twenty years' rent, and for petty larceny ten years' rent. A tenant forfeits to the lord his tenement on being convicted for treason or felony. The widow is entitled during her widow-hood to the moiety of the estate whereof her husband died seised, but forfeits her right thereto upon re-marriage or unchastity. The widow pays no fine, but in some deeds she joins with her husband in conveying.

(XII). MANOR OF LOWICK.

The customs in this manor are much the same as in Kirkby, except as regards forfeitures. A running gressom or town term of a year's rent was formerly paid to the lord every seventh year. Four householders were formerly appointed for reviewing and assigning timber for necessary

repairs. The widow is entitled to freebench out of all lands of which the husband dies seised, namely, one-third.

(XIII). MANOR OF BROUGHTON-IN-FURNESS AND
SUBBERTHWAITE.

This is a manor held by Earl Tostig in 1066 and afterwards belonging to the Broughton family, the last member of which joined the insurrection of Lambert Simnel in the reign of Henry VII. His estates, which consisted of, besides this Manor, the manors of Bolton-cum-Adgarley, Dunnerdale-with-Seathwaite, and others escheated to the king, who granted them to the Earl of Derby, in whose family they remained until the time of the Commonwealth, when the manor of Broughton passed to Roger Sawrey, of Scaleby Castle, Cumberland, by purchase.

There is a fine of twenty pennies for every penny of old rent paid by the tenant on his admittance, on death or alienation by the previous tenant. Every first wife is entitled to half of her deceased husband's tenement during her widowhood, and every second or other wife the third part of her husband's tenement, if it be not sold or mortgaged by her husband before his death. The freebench of the wife being one-half is like freebench in Gavelkind lands. The tenant may alien or mortgage his tenement for three years on payment of a fine of 10s. to the lord.

The customs were confirmed in many particulars by a Decree of the High Court dated 3rd December, 1698, in an action between the lord and certain of his tenants.

A court baron which formerly included powers of a court leet is held at the will of the lord.

The following abstract of a deed of bargain and sale and admittance shews the ancient mode of transfer:—

Indenture made the 6th day of June A.D. 1721, in the 6th year of George (by the grace of God) King of Great Britain, France and Ireland, defender of the faith, between M. C. of and W. C. of the other part witnesseth that the said M.C. for divers good causes and valuable

consideration him thereunto moving, but most especially for and in consideration of the sum of £400 of good and lawful money, etc. (the receipt, etc.), the said M.C. (with the license and consent of Richard Gilpin Sawrey, lord of the manor of Broughton, did fully, freely and absolutely give, grant bargain alien sell and confirm unto said W. C. his heirs and assigns for ever ALL that his messuage and tenement situate, lying, and being at _____ of the annual and yearly rent of one pound one shilling and sixpence halfpenny, and now in the tenure and occupation of him the said M. C., his assignee or assignees, together with all houses, etc., and all deeds, etc., TO HOLD the same messuage and tenement and all his estate tenant-right, etc., unto him the said W. C., his heirs and assigns for ever, *according to the ancient custom of tenant-right had and used within the Manor of Broughton aforesaid* yielding and paying yearly therefore all rents, fines, dues, duties, etc., due and of right accustomed for the same to the lord thereof at the days and times usual and accustomed covenants by M. C. to warrant and defend the title and for further assurance.

Signed, etc., in the presence of three witnesses,

M. C.

(L.S.).

Seen and allowed by me,

R. G. SAWREY.

MEMORANDUM the twenty-fifth day of January, Anno Domini 1722.—W. C. taketh of Richard Gilpin Sawrey, Esquire, Lord of the Manor, one messuage and tenement situate, lying at _____, which he lately purchased of M. C. of the annual and yearly rent of one pound one shilling and sixpence halfpenny, To Have and To Hold the said messuage and tenement with the appurtenances thereunto belonging to him, the said W. C., and his assigns the term of his natural life, paying yearly for the same during the said term to the said Richard Gilpin Sawrey, his heirs or assigns, the aforesaid yearly rent of one pound one shilling and sixpence halfpenny at the feasts of Pentecost and St. Martin the Bishop in Winter by equal portions, And further to do all suits and services as other the tenants within the said manor either do or ought to do to the lord of the said manor, And that he, the said W. C., or his assigns do keep in good repair the said premises during the said term at his and their own proper costs and charges, and that he make no waste thereupon. And further that he do not divide, aliene or sell the said messuage or tenement nor any part or parcel thereof without leave before had and obtained from the said Richard Gilpin Sawrey, his heirs or assigns, lord or lords of the said manor, or his or their officer or officers lawfully empowered.

upon paine of forfeiture of the aforesaid premises. And the said W. C. hath paid unto the said Richard Gilpin Sawrey for a fine upon his entrance unto the said premises the sum of twenty-one pounds ten shillings and tenpence current British money before the signing of these presents. In witness whereof he, the said Richard Gilpin Sawrey, to these presents hath put his proper hand the day and year first above written.

Rent £1 1s. 6½d.

Fine £21 10s. 10d.

R. G. SAWREY.

(XIV). MANOR OF DUNNERDALE WITH SEATHWAITE.

The customs in this manor are similar to those of Broughton, except in the matter of the mortgage fine. This manor formerly belonged to the Derby family, as before stated. At the high end of Seathwaite there is the separate manor of Cockley Beck. The adjoining farm of Dalehead is believed to be an independent manor. This is a remote and wild part of the country, and was probably of small account when the manorial system grew up.

(XV). MANOR OF CONISHEAD WITH BLAWITH.

The customs of this manor are similar to those of Broughton, but freebench attaches on marriage and is limited to one-third. From recent research it would appear that when the Manor of Blawith was a separate Manor freebench did not attach until death query otherwise in Manor of Conishead when it was a separate Manor.

(XVI). MANOR OF CONISTON.

This manor has belonged for many centuries to the Fleming family. There is a fine on the death of the lord of seventeen times the manorial rent of the tenement if "Below Beck" and fifteen times if "Above Beck." On change of tenant by death or alienation the fine is twenty times, whether the tenement is "above" or "below beck." The "beck" is a stream running through the manor.

The following passage is taken from the manuscript book of Sir Daniel Fleming, a former lord of the manor, and kindly supplied by the Steward, Mr. Moser:—

The widows are to have ye third part of what their husbands died tenants of within ye said manor during their lives if they do not afterwards marry or miscarry, viz.:—commit fornication.

An additional fine of two pounds, called an "income fine," is payable on the admission of every new tenant who is not already on the court roll. This is the only instance of a fine of this nature in Furness, though in old days it was customary in some of the manors to ask the new tenant to treat the jurymen at the manorial court to liquid refreshment on their admittance. This was called fining the "stag" (a young horse).

In this connection it may be mentioned that in the manor of Morland in Westmorland strangers who are not tenants pay to the lord on their admittance sometimes five years', sometimes seven years' rent as a fine.*

Another manor formerly existing in Furness was Bardsea, of which the tenants are now all enfranchised

The foregoing article was written prior to the coming into force of the Law of Property Act 1922 on the 1st January 1926 and subsequent Acts which affect the matter. It leaves other writers to deal with the mediæval sources of the Manorial customs which it discusses.

* Whellan, p. 800.