
THE MANORIAL COURT OF CUCKFIELD
COURT BARON RULES

1. Scope of the Rules

(1) These Rules —

- (a) set out the special procedure for dealing with claims which have been agreed for arbitration through the Manorial Court under the Arbitration Act 1996;
- (b) limits the amount of costs that may be recovered in respect of a claim which has been agreed to be determined in the Manorial Court of Cuckfield.

[Whilst the Court may hear cases on any civil matter under the jurisdiction of England and Wales, the Court's especial attention is made to land, tenancy, trust and customary disputes within and appertaining to the Manor of Cuckfield.]

2. Extent to which Civil Procedure Rules apply

- (1) The Rules will generally follow the Rules for Part 27 of the Civil Procedure Rules 1998.
- (2) Where the Court finds it necessary or in the interests of natural justice, it may disapply or modify the general application of Rule 2(1). Should it elect so to do, this must be made clear within any arbitration agreement, notice of arbitration or procedural determination made by the Court.
- (3) The Court of its own initiative may order a party to provide further information should it consider it appropriate so to do.

3. Court's power to grant an award

- (1) The Court may grant any of the following orders to parties to a claim:

- (a) a procedural order;
- (b) an interim award on part or all of the issues;
- (c) a final award on all of the issues; or
- (d) a costs order with respect to the Court or either party's legal services.

(2) The Court may grant any of the following remedies —

- (a) a declaration as to any matter to be determined in the proceedings;
- (b) an order for the payment of a sum of money, in any currency; or
- (c) the equitable remedies of —
 - (i) an order for a party to do or refrain from doing anything;
 - (ii) an order for specific performance of a contract (other than a contract relating to land); or
 - (iii) an order to rectify, set aside or cancel a deed or other document.

(3) The Court may have the award enforced by the following means —

- (a) for breach of substantive grounds to the arbitration agreement and arbitration award to the High Court;
- (b) under the same manner as a judgment or order of the Royal Courts to the same effect under Section 66 of the Arbitration Act 1996 to the High Court; or
- (c) under the New York Convention for overseas parties.

4. Composition of the Court

(1) Sitting on the bench of the Court will be the Lord of the Manor, the Steward or a Manorial Judge. The correct form of address is as follows —

- (a) for the Lord of the Manor, 'My Lord';
- (b) for the Steward, 'Master'; and
- (c) for a Manorial Judge, 'Judge'.

(2) The Court may appoint two or more judges depending on the complexity of the case, the value of the claim, the costs of the claim and whether it raises a point of public significance.

5. Preparation for the hearing

- (1) Before commencing proceedings, the parties will agree to arbitrate. This may be:
 - (a) before a dispute arises, by way of a separate clause within a substantive agreement; or
 - (b) when a dispute arises, by filing statements of case to the Court which will then lay before each parties an arbitration agreement to be read and signed by both parties.
- (2) When commencing proceedings, the parties must file their statements of case to the Court.
- (3) When the parties have filed their statements of case, the Court must make and serve on the parties the arbitration agreement which must state the issues the parties wish the Court to decide.
- (4) Should a party disagree with the expression of an issue by the Court under Rule 4(3), it must apply promptly, and in any case no later than seven days, to the Court to amend the expression. This amendment must be agreed by the other party.
- (5) When the arbitration agreement is made and served on the parties, this will act as a stay on proceedings in the Royal Courts by virtue of Section 9 of the Arbitration Act 1996.
- (6) After the arbitration agreement has been made and served on the parties, the Court will hold a preliminary hearing to —
 - (a) give standard directions and fix a date for the final hearing;
 - (b) give special directions and fix a date for the final hearing; or
 - (c) give notice that it proposes to deal with the claim without a hearing and invite the parties to notify the Court by a specified date if they agree the proposal;
 - (d) enable it to dispose of the claim on the basis that one or other of the parties has no real prospect of success at a final hearing; or
 - (e) to enable it to strike out a statement of case or part of a statement of case on the basis that the statement of case, or the part to be struck out, discloses no reasonable grounds for bringing or defending the claim.

(7) Further, when applying Rule 4(6), the Court —

- (a) must have regard to natural justice, effective time management and the desirability of limiting expense to the parties of attending the Court;
- (b) must give the parties at least fourteen days' notice of the date of the hearing;
- (c) may treat the preliminary hearing as the final hearing of the claim if all the parties agree.

(8) At or after the preliminary hearing, the Court will —

- (a) give the parties at least twenty one days' notice of the date fixed for the final hearing, unless the parties agree to accept less notice;
- (b) inform them of the amount of time allowed for the final hearing; and
- (c) give any appropriate directions.

(9) The Court may hold a pre trial hearing to check the process of the parties in preparing for the final hearing.

(10) In this Rule —

- (a) 'standard directions' means a direction that each party will, at least 14 days before the date fixed for the final hearing, file and serve on every other party copies of all documents (including any expert's report) on which he intends to rely at the hearing; and
- (b) 'special directions' means directions given in addition to or instead of the standard directions.

6. Experts

(1) No expert may give evidence, whether written or oral, at a hearing without the permission of the Court.

7. Power of the Court to add to, vary or revoke directions

(1) The Court may add to, vary or revoke directions.

8. Conduct of the hearing

- (1) The Court may adopt any method of proceeding at a hearing that it considers to be fair.
- (2) Hearings will be private and confidential.
- (3) The strict rules of evidence do not apply.
- (4) The Court need not take evidence on oath.
- (5) The Court may limit cross examination.
- (6) The Court must give reasons for its decision.
- (7) The Court must issue a certificate of arbitration award on the parties.

9. Non attendance of parties at a final hearing

- (1) If a party who does not attend a final hearing —
 - (a) has given written notice to the Court and the other party at least seven days before the hearing date that he will not attend;
 - (b) has served on the other party at least seven days before the hearing date any other documents which he has filed with the Court; and
 - (c) has, in his written notice, requested the court to decide the claim in his absence and has confirmed his compliance with paragraphs (a) and (b) above.

the Court will take into account that party's statement of case and any other documents he has filed and served when it decides the claim.

- (2) If the claimant does not —
 - (a) attend the hearing; and
 - (b) give the notice referred to in paragraph (1)the Court may strike out the claim.

(3) If —

(a) a defendant does not —

(i) attend the hearing; or

(ii) give the notice referred to in paragraph (1); and

(b) the claimant either —

(i) does not attend the hearing; or

(ii) gives the notice referred to in paragraph (1),

the Court may decide the claim on the basis of the evidence of the claimant alone.

(4) If neither party attends or gives the notice referred to in paragraph (1), the court may strike out the claim and any defence and counterclaim.

10. Disposal without a hearing

(1) The Court may, if all parties agree, deal with the claim without a hearing.

11. Setting judgment aside and re hearing

(1) A party —

(a) who was neither present nor represented at the hearing of the claim; and

(b) who has not given written notice to the Court under Rule 8(1),

may apply for an order that a judgment under this Rule will be set aside and the claim reheard.

(2) A party who applies for an order setting aside a judgment under this rule must make the application not more than fourteen days after the day on which notice of the judgment was served on him.

(3) The Court may grant an application under paragraph (2) only if the applicant —

(a) had a good reason for not attending or being represented at the hearing or giving written notice to the Court under Rule 8(1); and

(b) has a reasonable prospect of success at the hearing.

(4) If a judgment is set aside —

(a) the Court must fix a new hearing for the claim; and

(b) the hearing may take place immediately after the hearing of the application to set the judgment aside and may be dealt with by the judge who set aside the judgment.

(5) A party may not apply to set aside a judgment under this rule if the Court dealt with the claim without a hearing under Rule 9.

12. Appeals

(1) A party to a claim may appeal to the Royal Courts against an award granted by the Court where —

(a) it wishes to challenge the Court's substantive jurisdiction;

(b) it wishes to challenge the Court on grounds of serious irregularity; or

(c) it wishes to appeal on a point of law

under Sections 67 - 69 of the Arbitration Act 1996.

BARON PITT OF CUCKFIELD

Monday, 24 March 2025

APPENDIX

1. Draft headings

- (1) When drafting documents for use in the Manorial Court, the following heading will be used (amending document titles where necessary) —

IN THE MANORIAL COURT AT CUCKFIELD

Claim number:

BETWEEN:

MR. JOHN SMITH

Plaintiff

- and -

MR. ADAM JONES

Tortfeasor

PARTICULARS OF CLAIM

2. Court dress

- (1) When attending the Court for hearings, counsel are expected to be in court dress.
- (2) Although, the parties may dispense with court dress and wear lounge suit if one party makes an application and both parties agree for this when the Court is making the arbitration agreement. This application may be made by way of amendment after the service of the arbitration agreement.

3. Court fees

(1) The Court may amend court fees from time to time.

(2) The Court will inform parties of the appropriate court fees at the relevant time in the case management process. At present, the court fees are set as follows:

Action	Fee
Court processing fees [per application]	£ 20
Court amendment fees [per application]	£ 20
Arbitration fees [per day of trial]	£ 250