

Explanatory note on tramroad

Access to the property is gained via the "tram road". I attach a print off from Herefordshire County Council by way of explanation as to what the tramroad was. I also attach a conveyance from 22 February 1974 between British Railway's Board and Christopher Chilcott-Evans. You will note the land mentioned in this conveyance includes the tramroad in front of "The Bywell" you will also note 6 (iii) in the conveyance which acknowledges rights of way enjoyed by other properties.



Herefordshire Through Time

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Monument Detail

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Eardisley to Kington to Burlingjobb Tram Road, General Number

SMR Number

: 35536

Grid Reference

: SO 3105 4975

Parish

: EARDISLEY, HEREFORDSHIRE

In 1817 the continuation of the Tram Road was promoted by several people in the Kington area. (1)

In 1818 an Act of Parliament was passed to continue the Brecon Eardisley tram road to Kington and beyond. Its purpose was to carry coal, iron, lime, corn and other products and it went as far as

Burlingjobb in Wales. It was opened on May 1st 1820 and cost £14,000. (2)

In 1874 the Kington to Eardisley railway was opened and in 1875 the Kington to Burlingjobb railway. These replaced the tram road. (3)

Several sections of the tramroad can be seen today. (4)

Monument Type(s)

1. TRAMWAY (19th Century - 1801 AD to 1900 AD)

Associated Files

Sources and Further Reading

1. <1> [SHE14366 - Bibliographic reference: Sinclair, J B and R W D Fenn. 1991. The Facility of Locomotion.](#)
2. <4> [SHE15364 - Verbal communication: Roseff, R. 2005. Personal Observation. personal observation.](#)
3. <3> [SHE15676 - Bibliographic reference: Oppitz, Leslie. 2002. The Lost Railways of Herefordshire and Worcestershire. book, \(Countryside Books\).](#)
4. <2> [SHE15677 - Bibliographic reference: Coleman, V H. 1964. The Kington Railway; Presidential Address. Transactions of the Woolhope Naturalists' Field Club. XXXVIII. 16-26.](#)



SEC178



PRODUCED BY FINANCIAL ACT 1974
-73-740 H 17011
C
[ISLAND REVENUE]

C O N V E Y A N C E dated Twenty-second day
of February One thousand nine hundred and seventy-four is
made between BRITISH RAILWAYS BOARD (the Board) and CHRISTOPHER CHILCOTT
EVANS of 11 Roselyn Hill London NW 3 (the Purchaser)

1. THE Board acknowledge the receipt from the Purchaser of Seventy pounds (£70) the purchase price of the land (part of the closed branch railway between New Radnor and Kington) situate in the parish of Kington Rural in Herefordshire and shown coloured blue on the attached plan (the property) and the interest (if any) of the Board in the adjoining roadway coloured blue hatched blue on the attached plan (the roadway)
2. THE Board (or their predecessors in title) having been in possession openly without adverse claim of the property for the past 15 years as beneficial owners convey their freehold estate in the property to the Purchaser TO HOLD the same in fee simple subject to the remaining clauses of this conveyance and the provisions of the Schedules
3. THE Board convey their interest (if any) in the roadway to the Purchaser TO HOLD the same absolutely
4. THERE are not included in this conveyance any mines and minerals except in so far as the same (if any) are vested in the Board
5. (i) THE Purchaser (in so far as he is the owner of the land adjoining the property on the southern side) releases the Board from all obligations to provide or maintain accommodation and other works (including fencing) for the benefit of such adjoining land and indemnifies the Board against any liability in respect thereof
- (ii) The Purchaser (in so far as he is not the owner of the land adjoining the property) covenants to repair and maintain any accommodation and other works (including fencing) made for the accommodation of such adjoining land and indemnifies the Board against any liability in respect thereof
- (iii) The Purchaser indemnifies the Board against any liability in respect of the culverts and bridge abutment on the property
- (iv) The Purchaser indemnifies the Board against any liability resulting from the breach or non-observance of the covenants on the part of the Kington and Eardisley Railway

Company contained in a Conveyance dated 16 July 1878 made between the said Company of the one part and Susannah James Baynham of the other part in so far as it is capable of being enforced.

6. THIS conveyance is:-

- (i) subject to the tithe redemption annuity attributable to the property and amounting to £0.51
- (ii) subject to the rights of the Herefordshire Water Board in their line of 4 inch water pipes under the property
- (iii) subject to all rights of way whether public or private over the roadway and to the rights of statutory undertakers in respect of their apparatus laid therein
- (iv) subject to any drainage easements affecting the property whether arising under Section 68 of the Railway Clauses Consolidation Act 1845 or otherwise

7. THE Purchaser covenants with the Board to perform the stipulations set out in the Second Schedule

8. IT IS CERTIFIED that this transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £10,000

THE FIRST SCHEDULE

Reservation

The right for the Board to enter on the property with workmen and any necessary equipment for the purposes of inspecting and if necessary in the opinion of the Board of repairing and maintaining any accommodation and other works (including fences) mentioned in Clause 5(ii) hereof

THE SECOND SCHEDULE

The Purchaser covenants with the Board as follows:-

- (i) At all times hereafter to maintain the existing fences along the northern boundary of the property
- (ii) At all times to maintain repair and cleanse all drains culverts and watercourses situate on the property not being drains culverts and watercourses which serve the said adjoining land of the Purchaser exclusively
- (iii) To pay to the Board in the event of the Purchaser failing to repair and maintain accommodation and other works (including fences) as provided by Clause 5(ii) hereof the costs incurred by

the Board in themselves carrying out any such work of repair and maintenance.

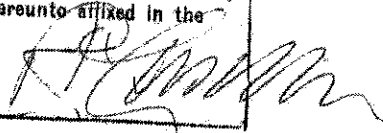
THE COMMON SEAL of the BRITISH RAILWAYS BOARD was hereunto affixed in the presence of:-

C. C. Evans.
R. M. Issacharoff.

SIGNED, SEALED and DELIVERED by CHRISTOPHER CHILCOTT EVANS in the presence of:-

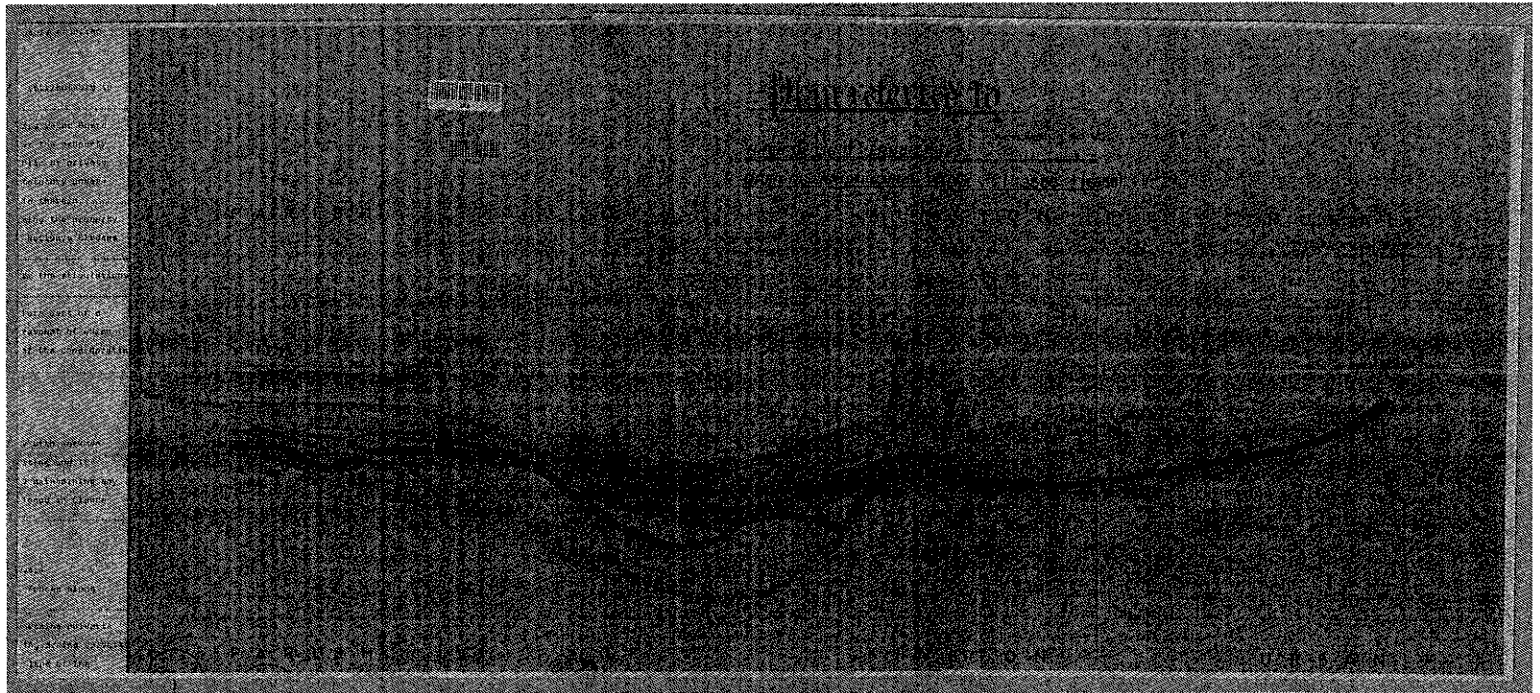
Miss R. M. ISSACHAROFF
13 ROSSLYN HILL,
LONDON NW3
Research works

The Common Seal of the British Railways Board was hereunto affixed in the presence of



A PERSON AUTHORISED
BY THE BOARD TO ACT
INSTEAD OF THE SECRETARY
39467





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