

Appendix 5:

Odiham Common – a report on common rights, historic use and encroachments on the Common by Mary Bennett.

Odiham Common

A report on common rights, historic use and
encroachments on the common

from extant documentation

Mary Bennett October 2009

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1. Introduction

1.1 The history of the area known today as Odiham Common is bound up with the Manor of the same name and its tenants, who over centuries have made laws and allowed changes that have resulted in the content and shape of the woodland and pasture that exist today. To understand these changes an overview of the structure of the Manor, those living within it and their 'rights' to the common is necessary.

Common or common land was not owned by commoners. The soil and anything which it contained, or grew on it, was part of the 'waste' or uncultivated land (in the sense of a grown crop). This was usually, but not always, on the outskirts of a settlement. It was a part of the land within a manor and as such was owned by the lord of that manor. The right to the use of the 'fruits' of that soil depended on the customs within that manor. These rights acquired names used throughout England. Common of Pasture, the right to graze animals on the land; Common in Soil, the right to clay, sand, gravel and stone; Common of Turbary, the right to cut turf and peat; Common of Piscary, the right to fish and Common of Estovers, the right to take wood from the land, but only to a set circumference. Common of Estovers was further divided into; Housebote, wood to repair a house; Firebote, for fuel; Plowbote, to repair farm implements and Hedgebote to repair boundary hedges and fences.

1.2 In a Presentment of Customs of Odiham in 1589 there were a number of manors and commons and each had their rights. ⁽¹⁾ The manors were known as Odiham, Gerrards in North Warnborough and Sturtons in Odiham. There was common pasture and woods at Holnhurst (the current Odiham Common), Horsedown, Lamden, Bartley Heath, Honefly, Whitmansley and Rye. The freesuitors and freeholders of the three manors had rights to the use of a common, but those entitled only had the right to use the common specific to their property. In 1589 there were *'three sorts of tenement [residences]... tenements that are called freesuitors, tenements that are called freeholders.... and tenements that are called cottages; the office and duty of the freesuitors [owners of the residences] in the Manor of Odiham is every three weeks to come to the court of the manor there to sit in court to hear and determine cases between parties ...so properly they are called judges of the court & to do this service their lands at the first was granted unto them by the Kings Majestie this land has freedom of common in the waste for all kinds of cattle commonable and crop of all kind of underwood of the Kings Woods to make their hedges with'*. ⁽²⁾ In other words in this document the freesuitors in Odiham had Common of Pasture and Common of Hedgebote, described as *'common of pasture & with browse & hedgebote of the underwood'* ⁽³⁾ Freeholders had similar rights but cottagers or copyholders did not have any right to graze their livestock on the common or to collect wood from it.

1.3 In addition to common wood and pasture in Odiham, there were also common fields. These were not adjoining or part of the common. Originally they were long strips of land within large fields with common rights. Usually they were arable fields, sometimes used for grazing, which were situated closer to the centre of the village. In Odiham the common fields were Snatchanger and Berry Fields, south of High Street and west of Long Lane, and Hardell or Hordell and Long Dean east of Long Lane ⁽⁴⁾

1.4 Odiham Common now consists of 284 acres of wood pasture, meadow and common land and was designated an SSSI in 1992 on account of the rare flora and fauna found there. It is a joint SSSI with the adjoining Bagwell Green and Shaw,

which used to form part of Winchfield Common. The two commons run side by side along the route of Wilks Water, the stream which separates them. Odiham Common was historically referred to as Holnhurst or Holmhurst, or on Godson's map of 1739 (5) Honehurst, with the northern portion identified as Hurst Common. This northern section is also known as Odiham Wood. According to Hugh Corry '*Holmhurst was from the Old Norse **holmr** **hyrst** meaning wooded hill in the marsh*' and '*the Shaw was the wood or shaw of the Green*' (6). The stream separating Winchfield and Odiham Common was also known as Stables Brook, and land on each side as Winchfield or Bagwell Stables and Odiham Stables. Hugh Corry believes this rather odd word, Stables, is a derivation of '*stath **wiella** –pond by the fording place*'. The name Bagwell is retained in both the pond on the north-west edge of the common and Bagwell Road, which crosses the Common from London Road towards Winchfield Church. Hugh Corry identifies three possible definitions of Bagwell; '*bearu **wella sceaga** –badger well small wood, **bearu wella scearu** – badger well boundary tree wood and **baec hweol sceaga/baecce wella sceaga**- valley bowl well small wood*'. The place names all indicate a wooded landscape with adequate water, a habitat particularly suited for grazing animals.

1.5 The Common originally extended beyond its current boundaries, most likely incorporating Broad Oak Common, which is not named separately in any early extant documents, and does not appear to have had separate rights. The first document seen which refers to the name is the lease of a cottage here to Henry Hin[d]e in 1751 (7). Prior to the cutting of the Basingstoke Canal in the late 18th century Broad Oak would have been contiguous to Odiham Common and unlikely to have had a separate identity. It is not named on Godson's or Taylor's maps 18th century maps.

Roads have been re-aligned and built across the Common, the canal cuts through it and a number of dwellings erected upon it, all reducing its acreage other than where, more recently, land compensation agreements have made up the shortfall. These have all changed its size and shape. Hugh Corry has estimated that 40 acres around Whitehall were lost in 1635 and 81 acres at Poland in 1731, in addition to the enclosures for dwellings on it. (8)

2 Grazing Rights

2.1 The earliest reference to common grazing rights was in 1333 when the Chancellor of Sarum (Salisbury) was allowed the common rights attached to Odiham Church, which then included the right to graze his pigs in Whitmansley Wood and the common fields and his pigs '*horses, mares, oxen, cows, heifers, young oxen and calves*' at Holnhurst (Odiham Common). In 1303 Philip Marmyon, then bailiff of Odiham Manor had denied this right to Ralph de Eboraco, Chancellor of Salisbury and parson of Odiham Church. After an inquisition held by John de Tycheburn and Roger de Fifhide it was concluded in 1333 that the right of the parson of Odiham to graze his animals in the Common was a tradition already '*time out of mind*'. (1) This entitlement to his use of the common by the Vicar of Odiham was also stated within the cover of the baptism register 1783-1793.

2.2 Common rights were valuable rights, with strict manorial laws guarding their use, and in 1589 these laws included the instruction that '*no man within Odiham parish to let his sheep common to any dweller outside the parish*' (2) Grazing on Odiham Common was referred to on numerous occasions throughout the centuries in

manorial documents, giving a continuity of evidence for depasturing this land throughout the years. How valuable those rights were to them can be seen by the disputes that arose. In the 18th century there was a long-running case regarding the boundary between Odiham Common and Winchfield Common. The St John family owned the Manor of Dogmersfield and of Odiham and the Lord of the Manor of Winchfield was Lord George Beauclerk. Tenants of each manor were required to give evidence and, although they were not stating the grazing rights attached to each manor; their evidence provides a clear picture of the use of them. The way in which the grazing of animals was controlled is best clarified by explaining the role of the man responsible for it.

2.3 The role of the Hayward was paramount to the smooth running of common rights and the role changed little over centuries. In 1589 *'homage say that there is any time out of mind hath been an officer within this manor called an Hayward which officer hath been usually chosen by the homage of this court.... and to impound such cattle as he shall find within the waste of this manor.... And also he is to have when he impounds any cattle one penny for bringing the cattle to the pound and one for impounding it'*. (3) The Hayward impounded any animal not entitled to graze on the Common and removed it to the pound in West Street (Pound Cottage stands next to the site of the old pound). These will have been animals straying on to Odiham Common from Winchfield Common, or animals owned by those living in Odiham without rights. The lord of the manor was responsible for its upkeep and between 1742 and 1770 they *'have kept the hundred pound and have twice rebuilt or re-erected it'* (4). Each impounded animal had to be collected from the Hayward, the fine being used as payment for his work. No payments were made to him in the church accounts, so these fines and an allowance of wood and a rate per acre for protection of the common fields was all he gained. In 1589 *'the said officer is to have for his labour the windfalls within the Queens woods of Holnehurst and Whitmansley which windfalls are not above one load at one place & all dead teynes of trees within the said woods'* He also had to *'keep the fences and hedges about the common fields.... and to look into and take care of the commons there that no one put any cattle or cut lop or take any trees bushes or furze there growing but those who by right so may do.'* (5) Usually the Manorial Court would choose a man from the town to act as Hayward for a year. In Odiham by the 18th century they were appointing two, one for Odiham and one for North Warnborough. For much of this century men from the Lewington family were Hayward for Odiham.

Although the amount the Hayward received per head for impounding cattle increased over time his role remained much the same. William Lewington said in 1760 that *'annually he drives the common in Whitsun Week'* (6). This meant rounding up all animals from those with a right to graze animals there and driving them to the wood pasture. This driving of animals to Odiham Common each spring is referred to as 'commoning' them. They would remain until Michaelmas. For twenty years at the beginning of the 19th century the role of the Hayward was under scrutiny. In 1808 the jurors considered it *'desirable that some expedient could be found for ascertaining to what extent each individual is entitled to depasture the waste. We conceive that no more cattle than can be kept through the winter upon the produce of each person's enclosed land'* (7). They appointed a group of men to work out from the payment of Poor Rates how much land each property had and to *'survey the commons, so as to put an average acreage thereon and thereby ascertain the quantity of stock the whole might be presumed to carry'* (8) an indication they were concerned that the right to

graze on common land was abused by some. As early as 1607 a Manorial Ordinance had required *'that after May Day next no one is to put any Rother Cattle into any of the Commons of Odiham; every beast so put shall be printed with the common print of the Tithing... The same is to be done by the said parties afore named; the like is to be done to all horse beasts put into the commons'* (9)

In 1810, a similar system was introduced. The Hayward was to keep a book containing information relating to these animals, the date they went to the common and the name of the owner. Each owner was to *'put upon every beast some artificial mark to ascertain each beast'* (10). This mark and any natural marks the animal displayed were to be noted in the book. Any owner responsible for an animal found on the common without these marks would be fined ten shillings for each beast. In 1816, possibly due to the enquiry and the introduction of these new measures, Robert Lloyd, Henry Poulter, James White, Thomas White, William White and Reuben Birmingham were found guilty of the abuse of this common right (11). Despite these new regulations another enquiry was requested by John Thompson of Hatchwood House in 1819, without which he felt it would be impossible for the Hayward to be sure of his duties. He wished the enquiry to consider, regarding grazing was *'what persons and in right of what property have common of pasture?-for what number and description of Cattle?-on what part or parts of the waste?-from what time to what time of year? – and whether there be any uncommonable stock as pigs, goats, geese, bulls or stallions?'* (12) It is unclear if his letter produced an enquiry at this time, but it is clear that throughout the generations those families who had the right to graze their stock found it a valuable addition to their enclosed land and far from leaving the right in abeyance were most likely to overuse it. The fact that no list was available within manorial records of properties holding this right when the land was granted to Hartley Wintney Rural District Council implies that it was such a well-known benefit to those tenants who had rights that it did not require listing. The last commoner known to exercise his right to graze cattle was the owner of Wharf House whose cows were tethered on the Common until 1995.

2.4 The grazing of sheep on Odiham Common took place from Michaelmas to Lady Day (13), in other words from 29th September until the 25th March, thereby avoiding any overlap with grazing cattle. This allowed growth of spring grass from 25th March until Whitsun. At Michaelmas there would still have been sufficient fodder for sheep that naturally 'bite' lower to the ground and with less body weight sheep would not have churned water-logged winter soil. Unlike the strict regulation about numbers of cattle to be grazed there is nothing within extant documentation stipulating the number of sheep that could be turned out by each freeholder. In 1589 a general decree was issued regarding North Warnborough and Odiham commons, *'that no man shall put any sheep into the common unless they are painted with the town paint.... two sheep to one acre and that the paint to remain with the Hayward'* (14), an obvious attempt to avoid fraud. In 1769 Sir Henry Paulet St John stated that *'From time to time immemorial [tenants] have enjoyed a right of common for sheep and other cattle upon the Stables'* (part of Odiham Common) (15) and William Upton in 1770 said he had purchased six sheep in 1754/5 which he had turned out on the Common. (16)

2.5 It seems clear that all properties adjoining the Common were required to fence or grow hedges around their properties to stop grazing animals from straying into their gardens. There is also some evidence for hedgerows along the side of roads. The

hedge or fence around the brickfield is clearly defined on Godson's map of 1739 (17), as is the hedgerow along the road leading to Potbridge, from a line north of the coppice adjoining the brickfield. A lease in 1798 to brickmakers Benham and Watts stipulated they could not cut any hedgerows around the works at any unseasonable time of year as they shall and will '*fence in and preserve and keep from bite of cattle and all other wilful spoil and damage*' (18). In other words they had to fence out the cattle grazing on the Common and not allow them to stray into or near the kilns. It was a well established principle throughout the village and would have also applied to holdings adjoining common fields. Part of the role of the Hayward in 1589 was to '*walk the woods and fields of this manor to see that hedges be well kept in reparation the woods for spoiling & that the common be not surcharged*' (19).

The Enclosure Act of 1739 stipulated that wood could be taken from the common to provide a fence between it and the adjoining Winchfield Common '*by railing the same & for ever allow Timber for keeping the same in repair*' (20).

On the 1840 Tithe Map the boundaries of the common, and properties built on it, are all fenced other than the edge of London Road leading from Colt Hill to Potbridge. This indicates a policy of protecting gardens and adjoining common land from straying cattle. There would have been occasional fast-moving traffic along the Turnpike between Hartley Wintney and Odiham but Bagwell Lane did not exist and cattle would have had almost all of the Common to graze without going near a road.

Alan Albery in his 2003 report doubted grazing took place regularly '*for a very long period on the Common prior to 1908, there had been no grazing whatsoever.*' (21) This is not born out in fact as the issue of fencing to protect against grazing was still relevant post WW2. In 1946 Mr Lang of Wilks Water complained to the Council as '*We have only a dirt track to get in with. After the recent rain we have had the cattle tramping through the path have made it like a mud pond*' (22). In 1951 Mr Vane and Mr Hoyland, both with land adjoining the Common requested a list of commoners from Hartley Wintney RDC as '*they are, by law, they think, bound to fence against animals turned on to the Common by Common holders, no such liability exists if animals are turned on to the Common by persons who have not any Rights*' (23), hence their request for the list.

3 Woodland

3.1 The trees upon the common were all the property of the lord of the manor and almost all leases given for other benefits stipulate his right to them. In 1792 this reservation of his right was clarified as '*all manner of Timber, Timber Trees and trees likely to become Timber or fit to be preserved for Timber with the tops and boughs. And also the Bodies of all Pollards now standing or which hereafter shall stand grow or be in or upon the said premises or any part thereof*' (1) In 1822 Jonathan Fullbrook was told he could not '*break down bark, burn, pluck, lop, top, crop or otherwise damage spoil or destroy or carry away any oak, beech, chestnut, walnut, ash, elm, fir, asp[en], lime, sycamore, birch, poplar, alder, larch, maple or hornbeam or other trees or saplings whatsoever*' (2), an indication of the diversity of trees growing at this time. The exception to this was when in 1786 the freehold to a cottage and 1 ½ acres was sold to Thomas Goatley. His right to this land included '*Trees, Timber Trees, woods and underwoods*' (3).

The value of standing timber to the owner of the manor cannot be overestimated, although how much came from Odiham Common each year is difficult to calculate. In 1834 William Clutton valued the timber on Dogmersfield Estate,

which included land within Odiham for the Mildmay's (4). Listed was timber suitable for felling from Rye Common, Broad Oak, Horsedown Common and the parkland surrounding the house. This had a value of £4986.8.6d, almost £220,000 today (5). They did not take complete stands of trees but '*Nearly all the timber that is marked for sale this year has for several years ceased to grow.... (it) is taken from amongst other Timber of the same age... it will be necessary to take many of those trees that are left next year as they will some of them look ragged and unsightly when left by their companions*' (6). Clutton recommended that whole clumps of them be taken rather than individual trees, especially when it was at the back of a stand or against a wall where they would not be missed. Whether Mildmay accepted his advice is not known. Clutton continued '*in the profitable management of a Timbered Property of this kind there should be frequently some small trees and thinnings taken out and that over an Extensive Estate will raise a considerable Amount....It is of great importance to keep the Woods well ditched (to keep the water off) and to thin often the rising Crop of Tellers.... those in Odiham Wood and the enclosed part of the Forest require now to be thinned*' (7). He went on to Lot 6, which was Odiham Wood, part of Odiham Common. Those '*marked for sale are growing fast and there are many small unthrifty trees over this wood that are injurious to the rising crop and pay nothing themselves that should be cut*' (8).

Certainly much of the dispute between Odiham and Winchfield in the 18th century was about which lord was entitled to cut trees on the disputed land. From the evidence given it appears that after the '*death of Benjamin Rudyerd St John enclosed land called Winchfield Stables with rails and posts*' (9). Benjamin Rudyerd had been lord of the manor of Winchfield which, after his death, was virtually abandoned by his son '*Lawrence Rudyerd who was a very careless, inactive and necessitous man and in that year became a bankrupt*' and [the] manor was encumbered to its full value or near it; in 1748 mortgagees brought a bill in Chancery to foreclose the assignees and bankrupt proceedings were depending to 1766' (10). The estate was then sold to Beauclerk by order of Chancery. In the period when Lawrence Rudyerd was absent St John had taken the opportunity to extend Odiham Common enclosing part of Winchfield Common. Here he had assumed ownership of the trees growing there. According to the statement of James Trimmer in 1769 several men purchased '*all the timber on [Rudyerd's] estate that measured 6" girth on the rine and which he believes was about 28-29 years ago; he worked on part of Winchfield Common called Bagwell Green on the east side of the old river in felling and stripping the same and that Mr Thomas Lodge came up and hammer marked a tree growing on the extremity of what was called the Stables as the property of his master Mr Paulet St John; that some of the men had begun to britch in order to fell but Mr Lodge forbid them to cut the said tree or any other betwixt that and the old stream and that their masters or some or one of them thereupon ordered them to meddle no more on that side of the said stream tho' there then stood a great number of oaks of the girth of 6" and upwards*' (11). Thomas Lodge was the estate manager for St John. When Beauclerk purchased Winchfield Estate Henry Paulet St John's encroachment was challenged. Richard Edgellor recalled that in 1767 he '*felled three trees for Lodge and St John on the Stables, trees were 8 cubic feet each... he cut them with his father, the late Richard Edgellor, and was forbidden to carry on by George Beauclerk, although by this time it was loaded on a cart so they took it to the timber yard of St John near his dwelling house Dogmersfield Park*' (12). The depositions were taken between 1767 and 1770 but it was not until June 1789 that Mr Lawrence of Inner Temple decided in favour of the Beauclerk's (13).

3.2 In a survey or Particular of the Manor of Odiham taken in 1736/7 it was recorded that *'there is no coppices little or no tymbber nor yews on all this estate but they are supplied with timber for all repairs out of Odiham Common'* (14). This statement could be taken two or three ways – either all of the coppicing, timber and wood for repairs was taken from Odiham Wood, or just the wood for repairs, or 'coppicing little' could mean that more trees were pollarded rather than coppiced on the Common. The value to the commoner was only in timber for repairs, hedgebote, leaf litter and bracken and teynes or small branches of wood, anything 6" in diameter or more was reserved for the lord. According to Alan Albery (15) *'the ash growing around the brick-field site.... is the true coppiced ancient woodland on the Common'*. Godson's map of 1739 (16) shows clearly that there was a plantation belt across the width of the Common adjoining the northern boundary of the brickfield. Albery has concluded that it was likely the owners of the brickfield had *'planted the hazel in and around the brick-field and the ash coppice to augment the supply of wood-fuel needed for the brickworks'* (17). Brickworks certainly used a lot of fuel and in many areas disputes arose when gorse or turf used by commoners for heating and cooking were taken in abundance to feed kilns (18), but as turf does not appear to have been taken in quantity from Odiham Common it would have been essential to grow fuel for that purpose. However as an earlier brick kiln was at Colt Hill, adjacent to the Waterwitch, it is likely that coppicing on the Common would have been well-established long before the brickworks were established here in the late 17th century by lord of the manor, James Zouch.

In addition to coppices and trees there was the value to those with rights to brushwood and underwood, although in Odiham commoners were only allowed to use it for repairing their boundary fences. In 1806 this was clarified. *'No person or persons whatsoever have any right according to the customs of this Manor to cut any Brushes in Odiham Common or Odiham Wood for making of Inside fences belonging to their respective lands.'*(19) The lord also had the right to brushwood, which provided him with further income from the estate. James Trimmer in 1769 recalled that *'he has cut brushes there five or six different times for the merchants who bought them from Mr St John or his steward in Odiham Common'*(20).

In Ellis Taverner's report, *The Common Lands of Hampshire*, published in 1957 he stated that *'Most of the Common is comprised of what is known as coppice with standards. The coppice is mixed hazel, ash, birch, maple and hollythe condition of the underwood on the Common is generally very poor. Much of it has not been cut for forty years or over and is almost valueless, except for commoners who cut it for firewood for themselves'* (21). His report lists the use made of hazel in the past; bean rods, pea sticks, thatching spars, bunts for firing, logwood and cratewood. In 1957 there was still some demand for hurdles. In a report on Odiham Common carried out in 1949 by G Langley-Taylor & Partners they suggested it would be sad to see the local hurdle makers, of which there were still a number, further die out through lack of suitable material (22). At this time the coppiced areas were largely self-contained and although they would provide little income, they were desirable to retain as part of the *'natural amenities of the countryside'* (23).

Hartley Wintney RDC had received income from the sale of such products as soon as they took over management of Odiham Common. In 1948, they sold one acre of 'old hazel' for £3, an acre of thinner hazel for stakes for £1 and some birch near the gravel pit at £6 an acre (24). In 1948 they received £18 for underwood and just over

£4 for elm trees sold to Pool the builders from Poland Corner. The main income came from the sale of stakes; almost £140 (25).

3.3 Holly had been harvested from the Common for centuries. In 1715 Robert Trigg was fined for cutting holly here without a lease from the lord of the manor (26). A valuable crop, the right to this was reserved by the lord, and this value was not lost when Hartley Wintney RDC took over the land. In 1947 Odiham Parish Council wrote to Hartley Wintney RDC to complain that the holly trees had been left in a deplorable state after the person to whom the council had sold the crop had hacked them to such an extent that they felt further growth would be retarded (27). Despite this damage, a year later the sale of holly gave them an income of £75, the largest single sum they had from produce of the Common that year (28).

3.4 Frenchman's Oak, an ancient tree situated on the west side of London Road, is reputed to be a boundary tree denoting the limit of parole of French Prisoners of War during the Napoleonic Wars (29). After the Common was gifted to Hartley Wintney RDC measures were taken to preserve this tree. In February 1947 the trunk, which had been exposed by the fall of large branches, was partly sheathed in zinc to protect it from the weather (30). Further remedial work was carried out in 1952, including the removal of decayed and infected wood. This decay had resulted in a hollow being formed which was filled with *'plastic material so as to ensure a surface that will throw off water. It is now possible to see the extent to which the fungus has undermined and destroyed the heart and sapwood'* (31). Although the trunk was depleted and carrying a large weight of top growth the RDC decided against lopping as it would spoil the appearance of the tree. The zinc cover was replaced, as, although the RDC thought it could be safely removed, it deterred children from climbing the tree. In 1954, after a further inspection of the oak, a decision was made to lop some of the top as *'It is well furnished with growth to about 30' after which growth becomes increasingly sparse and weak and numerous dead branchlets are now apparent in the crown... Having regard to the proximity of the tree to the carriageway and the fact that the wood is becoming brittle, it would seem advisable to shorten the two main trunks'* (32).

3.5 The Jubilee Oak which stands west of London Road is easily identified as it has a bench resting against the trunk, commemorating Queen Victoria's Jubilee. This is the only seat on Odiham Common. It is not clear if this bench commemorates the Golden Jubilee of June 1887 or the Diamond Jubilee of 1897. Local papers contain long reports on events held in Odiham but do not mention the decision to erect a bench. Parish magazines were only introduced in 1892 and there are no reports regarding the seat in the 1897 editions, making it more likely that it commemorates the Golden Jubilee.

3.6 Clay and sand extraction took place over the centuries providing the raw materials for the brick and tile works and gravel for road repairs. In 1739 Widow Mare or More, who ran the brickworks, was entitled to *'dig the clay all over the common, where no timber trees are'* (33). The lease to Benham & Watts of Odiham Brickworks in 1798 confirmed that they could not damage trees *'under Pretence of Digging Clay Earth or Sand to make Bricks or Tiles'* (34). The remains of extraction pits can be seen today on the Common although some of them were used by Hartley Wintney RDC for tipping household waste in the late 1940s (35).

As with almost all valuable rights the income received for gravel extraction would have been owned by the lord of the manor. There are no extant documents relating to the sale of gravel rights, although it is likely that much of this material would have been used for improving parish roads. Extraction of clay and gravel caused damage to the Common as heavily-laden carts passing across the ground caused rutting and the resulting pits filled with brackish water. In the 19th century a committee set up to adjust the 'rights' on Odiham common land suggested carts be restricted to tracks as *'At present the carts are drawn over large tracts of the soil instead of being confined to one route and the herbage is consequently damaged and the ruts made are dangerous to cattle'* (36).

3.7 There also appears to have been a limited amount of turf cut from the Common. Turf, the roots of gorse and other low growing shrubs, was a valued commodity prior to the building of the Basingstoke Canal, when coal could be transported to Odiham along this waterway. The cost of firing for cottagers was always an issue and it was perhaps a risk worth taking for some who did not have any rights to cut turf. In 1819 John Thompson of Hatchwood House complained that *'not only bushes but Turves continue to be cut by a very considerable amount and by many whose having any right of Common whatsoever is questionable'* (37). In 1832 there are two examples of well-respected local gentleman taking turf. William Seymour, co-founder of Odiham Bank and Isaac Coleman a gentleman who lived in North Warnborough, were both required to account to the freeholders for unlawfully removing turf from Odiham Common. They had to attend a manorial court, known as a View of Frankpledge in April 1832, where a jury of freeholders questioned them on their actions (38).

As late as 1958 some turf was still cut here as there was a complaint that there were bare patches on Odiham Common where turf had been taken and used to reinstate the edges of the highway which had been damaged by traffic (39).

4 Encroachments

4.1 The first lord of the manor known to erect anything upon this Common was James Zouch, who established the brickworks. The first documentary proof of the brickworks appears in notes made by James Field who managed the estate after the death of James Zouch in 1708, until it was purchased by Paulet St John. He wrote *'The brick kiln at Odiham is a cottage built on the Commons or Waste... and to encourage a Tenant to take it he [James Zouch] in 1702 Let it by Paroll to William Berry @ £10 p .a.'* (1). This new kiln, probably built within the last decade of the 17th century, replaced earlier brickworks owned by the lord of the manor in the vicinity of the current Waterwitch public house (2). William Berry's father John was the brickmaker at this Colt Hill site. Despite what appears to have been a reasonable rent it cannot have been a thriving trade at the time as Zouch agreed to take *'the rent out in Bricks, tyles and other Wares'* (3). In 1715 William More or Mare took over the works (4), and after his death in 1730 his widow headed operations (5). In 1734 she paid a £6 rate to the churchwardens on the kiln which, they noted, had been recently repaired (6). After her death in 1752 there is no more documentary evidence for the lessee of the works but it is likely that this was Henry Young, who had married William More's daughter. Henry, father and son with the same Christian name, were both brickmakers and brickburners. Henry the elder died in 1744 but his son, born in 1733, lived until 1810 and is mentioned as supplying tiles and lime in the churchwardens' accounts in

1779 and 1798. A statement made by Elizabeth Gregory of Potbridge in 1788 confirmed *'she has been a widow of her late husband John Gregory, labourer, 29 years and upwards; who for many years before and to the time of his death, worked at the business of brickmaking and burning for Mr Henry Young of Odiham near to place called the Stables'* (7). It is this Henry who is mentioned in two extant leases; at Wilks Water in 1782 (8), and the letting of the brickworks in 1798 (9). In the document of 1782 he is described as a brickmaker. He rented from Henry Paulet St John 30 poles of land at 2/- a year *'in Odiham Common, adjoining to a river or stream near a Pond called Wilks Water... with all commons commodities'*. In 1792, a meeting was held of freeholders entitled to common rights, which were affected by the building of the Basingstoke Canal. They resolved that *'every possible means be taken to prevent any further Incroachments being made, in or upon any part of the commons or waste... notice be given to Henry Young to desist from digging and taking away any clay or sand from the said commons'* (10). Henry Paulet St John had died in 1784 and it is likely that Henry Young's 99year lease of 1782 had been extinguished, and that he had taken to digging for materials from the Common outside his authorised areas. The 21 year lease of 1798 (11) is for the brick & lime kilns on Odiham Common with the messuage or dwellinghouse, tilehouses, sheds, garden and orchard. The site was now much enlarged from the cottage and small brickworks that James Field had described that stood there a century earlier. This lease to Richard Benham and James Watts included the little chalk pit in Odiham in the tenure of Henry Young. Henry would have been 65years old in 1798 and probably did not wish to carry on the brickmaking business. Working for Henry Young and continuing to work here until at least 1802 was Edward Nevill who lived in the property built at Whitehall by his father. Edward had a tile plaque made, possibly when he retired, which read *'1802 Ed. Nevill Burnt ware At the kiln 40 Years'* (12).

In 1871 James Trodd is described in the census as a farmer and brickburner, employing 15 men and boys (13). Greenhill, the house he lived in, was later described as an attractive brick-built house approached through a flower garden. Standing in just over three acres in 1920 it boasted a drawing and dining room and four bedrooms. The former brickworks were described as *'a set of buildings, formerly used as brickworks, but now are Estate Store Sheds. They comprise:-thatched shed, brick kiln, two-bay tiled cart shed and coach house, corrugated iron shed, weather-boarded and tiled barn and stable for four, cart shed and four-bay open shed'* (14). Odiham Brickworks had ceased trading in 1907(15).

4.2 The second encroachment of a permanent nature was the 'squatter's cottage built at Whitehall without the permission of the manorial court by Edward Neville. Constructed of chalk this was erected adjacent to the road through the Common. It is shown on Godson's map of 1739 (16) and it is likely that it was then newly built. Edward Neville, who married Elizabeth Allright in Mapledurwell in 1725, had their five children baptised at Nately Scures, the youngest in 1738, so it is unlikely it would have been built before 1739. Edward also enclosed a small section of land on the opposite side of the road to house his pig. He was allowed to live there after agreeing to pay a Quit Rent to the lord of the manor. Over the centuries additional cottages were built between Poland Lane and Edward Neville's cottage, with small enclosures on the opposite side of the road where gardens were established, animals were raised and wells were dug. His is still the furthest from Odiham of the cottages at Whitehall and it was lived in by his descendants until 1989.

4.3 After the acquisition Odiham Manor by Paulet St John in 1739 ⁽¹⁷⁾ the next phase of building took place. The Dogmersfield Estate came to him through his mother Martha Goodyer, whose father had purchased it in the late 17th century. He bought Odiham Manor out of Chancery in 1739, two years after the birth of his son Henry St John, by his second wife Mary. Mary was the widow of Sir Halswell Tynte of Halswell in Somerset ⁽¹⁸⁾. Lady Tynte's brother-in-law was renowned for decorating the grounds of his park at Halswell with grottoes and temples and it is believed this ornamentation of his estate was the catalyst for the erection of a similar range of romantic structures at Dogmersfield. They were built between 1739 and 1747 when a series of paintings of the estate show '*an elaborate rococo park*' ⁽¹⁹⁾. The larger buildings; a Palladian bridge, a Gothick arch and a belvedere tower, are all clearly shown in the paintings, and the arch and tower also appear on Isaac Taylor's map of Hampshire published in 1759. The Hunting Lodge next to Wilks Water is the only building. This 'eye-catcher' from the estate did not suffer the fate of the other buildings when they were demolished about forty years after their erection when the park was '*smoothed out in the manner of Capability Brown at the end of the 18th century*' ⁽²⁰⁾. The Hunting Lodge, used to accommodate estate staff until the 20th century, was the only building erected on the Common for purely aesthetic reasons. In the 1840s it was occupied by gamekeeper, James Fullbrook ⁽²¹⁾. It is likely that the stream, known as Wilks Water, was re-channelled to form the pond in front of the lodge at this time. This pond does not appear on Will Godson's map of 1739 ⁽²²⁾, but is on Isaac Taylor's map, when it is identified as Wilks Water. It could have been formed when clay was dug to make bricks used to build the lodge. Although ornate on the outside the interior of the Hunting Lodge was fairly basic. In 1920 when the property was auctioned it was described as a quaint brick and tiled cottage standing in just over half-an-acre of land. It consisted of five bedrooms, kitchen, back kitchen, pantry and lobby.

In the 1940s the property was owned by the Charrington family of Winchfield, and occupied by Alfred Porter, gamekeeper in the employment of Brigadier Charrington. The Porter family also lived at Wilks Water Cottages ⁽²³⁾. When the Common was gifted to the Council the Hunting Lodge was retained by Brigadier Charrington. In August 1944 he sold it to Mrs Elspeth Fox Pitt ⁽²⁴⁾ and in 1947 John Fowler, best known today for establishing with Sibyl Colefax the interior design company, Colefax & Fowler, purchased it ⁽²⁵⁾. He bought the Hunting Lodge '*through an advertisement, [when] it was almost a rural slum, without services*' ⁽²⁶⁾, and by extending and restoring it it became a home which expressed all the talents he brought to business, as well as a beautiful home and garden. He died in 1977 leaving the property to the National Trust. In recent years it has been known as King John's Hunting Lodge and King Henry's Hunting Lodge ⁽²⁷⁾. Historically it has only been known as the Hunting Lodge or in Charrington's correspondence, the Old Hunting Lodge. The first time it was referred to as King John's Hunting Lodge was in a letter written by Mrs Elspeth Fox Pitt in 1946 ⁽²⁸⁾. Wilks Water Cottages were purchased by Lady Redgrave prior to 1958 and converted to one property ⁽²⁹⁾. In 1958 John Fowler and Lady Redgrave employed local contractors, Foster Brothers of Hook, to dredge Wilks Water, which at this time was '*full of mud and covered with bulrushes, with only a stream cut through the middle.... Many hundreds of tons of mud were excavated and [this] shaped the lake seen today*' ⁽³⁰⁾.

4.4 In 1920 when the properties attached to the Manor of Odiham were auctioned there were, including the house at the brickworks and the Hunting Lodge, a total of

twenty-six dwellings (31). Most of these had all been subject to agreement with the lord of the manor; in fact it appears that over the centuries the erection of cottages had been encouraged. As can be seen from earlier documentation regarding the brickworks it was not easy to attract a lessee, and, given its position outside the village it was probably not easy to get men to work there without offering them accommodation. It was in the lord of the manor's interest to have both a thriving brickworks and cottages where he could gain some rental income. The exception was two cottages erected by David Mapleton. In April 1786 David Mapleton of Hatchwood Farm wished to exchange two cottages, occupied by labourers John Woodason and John Fullbrook on Hatchwood Farm, with two new buildings to be erected on Odiham Common. Both John Woodason and John Fullbrook were impoverished and these were likely to have been two parish houses used for the poor. The Churchwardens decided *'it will be for the advantage and interest of the Parishioners and Inhabitants of the parish...to accept from David Mapleton two new cottages agreed to be erected and built by him....in exchange for the said two cottages...at Hatchwoods'* (32). The cottages were to be used by the parish *'in such a manner as shall be thought proper'* (33).

The normal way properties were erected here was by a lease from the lord of the manor. In 1807 John Butler, a brickburner, was granted the right to enclose 20 rods of land *'late part or parcel of the waste called Odiham Common... on which a cottage is now erected'* (34). This cottage was built on a piece of land adjacent to a field owned by Potbridge Farm. John Butler was charged an annual rent of 10/-. In 1820 John Watts, a brickmaker (35), was given a lease for 99 years or three lives on a cottage built next to Edward Neville's at Whitehall (36). In 1824 Watts was the foreman and manager of the brickworks and as such would have lived in the attached cottage, now Greenaways. The lives of the lease were not in his family line but that of the occupier who was John Pain a bricklayer, his sons James and George and James Trodd, a name later well-known as the lessee of the brickyard. Both James Trodd and Samuel, nephew of John Butler at Potbridge were born in Ramsdell near Tadley, where there were brickworks in the early 19th century. Jonathan Fullbrook a 60 year old labourer was granted a lease in 1822 on the *'newly built cottage near the brickyard'* at a rental of 5/- per annum (37). This was named Rose Cottage. Both cottages behind the brickworks were still occupied by members of the Fullbrook family in 1920. In the 1841 census almost all the cottages on the Common are lived in by men who the enumerator has identified as agricultural labourers. Some of these men may have worked for the brickyard, digging and carting clay, stacking bricks and providing fuel for the kiln, but as this would be seasonal work they would probably have worked on the fields at other times during the year. It is impossible to be sure.

Each of these cottages built upon the common appear to have had individual agreements and not all of them were for workers at the brickyard. There are a number of letters extant, dating from 1841, relating to a cottage at Potbridge (38). John Ingram who had formerly lived in the cottage was, in March 1841, a resident of St Cross Hospital at Winchester, the equivalent to a retirement home today. His letters to Henry St John Mildmay confirm that after his retirement from employment at Dogmersfield House, he was allowed to let his cottage, thereby providing part of the annuity he received from the family. His income from the cottage was £15 a year and he had a further £10 from Lady Mildmay. The letters relate to his wish that the cottage could be taken back in hand by Lady Mildmay and his annual cash annuity be increased in lieu of the benefit.

4.5 Odiham Cricket Club was founded in 1775 ⁽³⁹⁾, the first recorded match being against a team from New Alresford. Between 1787 and 1823 there were no matches reported and thereafter there appear to have been sporadic matches played by teams made up from players working at Odiham Wharf and North Warnborough. It is not clear where the pitch for these games was. On the 25th April 1847 a report contained in the Hants and Berkshire News informed its readers that a new cricket field had been fenced at Odiham. This was followed by an announcement in the Reading Mercury in May 1847 that Odiham Cricket Club was recently formed, and the following summer an ‘annual match’ between the Odiham Free School team and that of Mr Sampson’s School was played on Odiham Common. Therefore it is likely that in 1847 the club, newly formed or otherwise, was given permission to enclose a piece of the Common on which they could play cricket. Here they stayed until 1979 when they had to move due to the building of the by-pass ⁽⁴⁰⁾. Initially the ground was fenced with barbed-wire, but in 1929, Capt. C.B. Petre of Hatchwood House provided them with a more substantial fence ⁽⁴¹⁾. When the Common was gifted to the Council Colonel Charrington stipulated the club should be allowed to retain the use of the ground as before. Although the pitch may have stayed in the same general area the boundary to the ground was extended in 1950 ⁽⁴²⁾. It was provided with new fencing in 1965, which provoked a case regarding the improper enclosure of the Common without permission of the Minister ⁽⁴³⁾. Squadron-Leader Robinson of Wharf House brought the case. Robinson’s letter to the Minister for Agriculture and Fisheries implied the fencing had been removed in WW2 and this replacement he felt would ‘*impede and deny our right of access to the common*’ ⁽⁴⁴⁾. The Minister replied that he could not order the suspension of the work, nor was he able to intervene when disputes arose. In 1967 the Council applied to the Minister for Housing and Local Government for permission for parking on the Common near to the club ‘*at particular places set aside for the purpose*’ ⁽⁴⁵⁾, which was granted. Right of access could certainly be impeded by the arm of a fast bowler. A note in the files reported that a man from Diple walking the area to look at wood he was to purchase from HWRDC was struck by a cricket ball. The suggestion was that the bowler, Trevor Jones, had better fly to South Africa to stiffen the M.C.C. attack! ⁽⁴⁶⁾.

4.6 Although these encroachments were allowed, or even encouraged, there were examples in the manorial courts of unlawful enclosures or uses of the land. In 1813 James Fullbrook was fined ‘*for erecting a Pig Sty on the Waste within the Tything of Odiham and we do order the same to be forthwith removed or that he be amerced five shillings*’ ⁽⁴⁷⁾. The payment of 5/- would probably have allowed him to retain his pig sty. In 1815 ‘*An encroachment made upon the Waste adjoining the Canal by the Wharf at Odiham by quantities of timber being continually laid thereon whereby the herbage is destroyed and injury thereby sustained by the Tenants of the Manor and we do order that the said be removed*’ ⁽⁴⁸⁾. There is no way that a payment would have been accepted in this instance.

In the 19th century a Committee was set up to look at the ‘rights’ attached to common land in Odiham. Their recommendations were far-sighted and a reflection on the changing attitudes towards common land, as they included the appointment of conservators and that a portion of each common ‘*be reserved for the purposes of recreation and playing games*’ ⁽⁴⁹⁾. They also recommended the introduction of bye-laws to prevent gypsy encampments, the turning out of unrung pigs and the ‘*shooting of rubbish*’ ⁽⁵⁰⁾.

4.7 There is no extant documentation found for the use of Odiham Common during WW2. However on the 18th March 1944 a tented camp was erected for RAF personnel on Broad Oak Common (51). On that date 9 officers and 500 other ranks of 511 R.F.U. unit were moved there to alleviate overcrowding at RAF Odiham. It was anticipated that all men from the unit would be housed under canvas here by the 14th April. It is not recorded when, or if, more permanent housing was erected.

In November 1945 the vacated site was already causing some concern for local residents. Mr Lang of Broad Oak House had an issue about the way in which the RAF had left the Common, especially a base constructed of cinders and hardcore. *'The common has been left in a state from which it can never recover: but the most important point has been entirely neglected, which is that the flow of standing water must, as the matter stands, flow westwards instead of eastwards to the stream which carries the water to the canal. The mosquito season is now at its worst... I do feel we must insist on action being taken'* (52). Other residents some saw that materials lying there could be recycled. Mrs Fox Pitt, who was anxious to lay a drive to the Hunting Lodge, was told *'it might be convenient for you to arrange with the contractor engaged for the removal of the material to place it on the route from your house to Broad Oak Bridge'* (53). This material was cinders and hardcore.

On Odiham Common there were no reports of an official nature but, given the number of military manoeuvres taking place in the surrounding area it is inconceivable that they would not have made some use of the land. In 1958 there was a complaint that an Army Unit, identified as the 47 Guided Missile Regiment from Crookham, caused some damage to the Common near the cricket ground (54).

4.8 In 1949 the Ministry for Agriculture, and Fisheries, when considering Hartley Wintney RDC's Scheme of Regulation for the Common, questioned why a small triangle of land on the north- west corner was not included in it (55). They had compared this area of Potbridge with the Tithe Map of 1843, found the discrepancy and asked the Council to account for it. This section of the land, farmed by Mr Stokes had not been included in Charrington's deed of gift. In 1951 Mr Stokes was granted permission to keep pigs and poultry here and also to use an area of Odiham Common, which the Council had been using as a refuse tip, as a woodyard in return for giving up land at Phoenix Green required for housing. In 1954 it was found that two further strips of land, which had been in the land transferred to the Council, had been enclosed by Mr Stokes and Mr Englefield (56). Mr Englefield was allowed to retain his small enclosure by paying an annual *'acknowledgement of 1/-'*(57) and Mr Stokes was to retain his under the Prescription Act of 1832, having proven over 30 years use of it. The official map of the common had to be amended.

5 Hartley Wintney Rural District Council

5.1 In 1944 the lord of the manor of Odiham, Brigadier Harold Vincent Spencer Charrington offered to convey Odiham Common by deed of gift to Hartley Wintney Rural District Council (HWRDC) (1). Brigadier Charrington was the grandson of Spencer Charrington MP for Mile End and great-grandson of Nicholas, founder of the Charrington Brewery at Mile End. His father Spencer C Charrington and his wife moved to The Lodge at Winchfield in the late 1880s, and this was still the family home in the 1950s. The Deed of Gift dated 7th March 1945, did not include the shooting rights, which he retained, or the Hunting Lodge and Wilks Water, which he sold in August 1944 to Mrs Fox-Pitt (2). In accepting the gift HWRDC wrote that *'the*

Council intend to retain the Common in as natural a state as possible and everything will be done to encourage the use by the Public of this splendid open space' (3)

5.2 Odiham Common, when gifted to them, consisted of 282 acres of land (4). On the 19th February 1946 HWRDC appointed a warden, Mr. J S Warr, who lived in Poland Lane. In addition to supervising the use of the Common he had to maintain the watercourses, prevent gypsies from camping on it and cut and convert the underwood for sale (5). From the outset it appears there was an intention to derive income from the Common. One of the proposals was to lease part of the land to the Forestry Commission for use as a fir plantation. In the event the scheme was not permissible due to the various Acts under which the land was held (6). A report on Odiham Common carried out in 1949 by G Langley-Taylor & Partners had suggested that *'areas of barren or waste land with a few Silver Birch might well be re-afforested with softwoods, such as Larch, Spruce or Thuja Plicata'* (7). If these were thought unpalatable they suggested a Birch screen could be planted. In May 1947 HWRDC and Odiham Parish Council agreed to plant an avenue of oak trees along the verge of Bagwell Road. The work was scheduled for the autumn, although there is no confirmation that they carried it out (8). In 1949 Langley-Taylor & Partners report suggested an avenue here of Wellingtonia, Scarlet Oak or Lombardy Poplar (9).

The Bye-laws set out in 1949 to cover Odiham Common included attempts to discourage camping, shooting, removal of sand and gravel, the dumping of rubbish and any grazing of animals without lawful authority. Many were an obvious attempt to reduce the use of the Common by travellers, as they specifically mention no breaking in of horses, no fairs, swings or roundabouts or any tents, booths or stalls (10). This latter restriction on fairgrounds was questioned in 1953 when new bye-laws were drawn up and HWRDC thought there could be occasions when they may wish to charge fairgrounds for the privilege of having set up one from time to time (11).

5.3 In October 1945 Mr Anson of Dogmersfield House offered to transfer to HWRDC Broad Oak Common (12). For some reason this transaction was not completed. Despite HWRDC making attempts to contact Mr Anson after he left Dogmersfield House, the Council had to publicise their attempts to procure ownership before they could issue a Scheme for the Regulation and Management of this Common. On the 19th February and 4th March 1949 a notice was placed in local newspapers stating their intention to introduce a scheme for the management of Broad Oak Common. These notices also confirmed they had written to Claude Anson at his new address in Ascot and had received no reply from him (13). In November 1949 the Minister for Agriculture and Fisheries agreed that HWRDC could make bye-laws regarding Broad Oak Common. It appears that they had been seen to do all in they could to resolve the situation (14). They were granted a Statutory Declaration, and, apart from having to make clear that they were not the *'person or persons entitled to the soil'*, they could go ahead with their proposed Scheme of Regulation (15).

5.4 The Register of holders to Common Rights held by Hampshire County Council on Odiham Common lists 12 properties. All those with common rights hold them under the Prescription Act of 1832, which allows for them providing they were *'first taken or enjoyed at any time prior to such period as 30 years'* (16). When HWRDC took over management of the common they enquired of James Brooks, of Lamb, Brooks and Bullock, Odiham solicitors, who administered transactions on behalf of the Manor of Odiham and held Odiham Court Books, if there was a list of

those with common rights ⁽¹⁷⁾ His reply confirmed there was no such list. Not happy with this reply HWRDC borrowed the court books and looked through them, but were still unable to confirm who held these rights. Today the owners of 15 head of cattle, 20 horses, 26 sheep or goats' 7 pigs with their litters and 6 geese are entitled to graze. There are seven properties with occupants entitled to gather wood, four claiming the right of cutting peat and turf, and one to cut bracken. Two owners of properties can extract gravel and one at Whitehall where the occupant has the right to fish.

6 Canal, Roads, and ponds

6.1 The Basingstoke Canal was cut through the southern end of Odiham Common between 1788, when construction work on Greywell tunnel began and 1794 when the navigation opened ⁽¹⁾. In 1792 freeholders with common rights held a meeting for the '*purpose of ascertaining the value of the said Lands so taken by the Company and the Damages done thereto and for obtaining Payment from them for the same*' ⁽²⁾. A committee was set up by them to report back to the freeholders regarding their progress. No further reports have been seen so it appears that they were compensated by the Company.

6.2 The road established by the Hertford Bridge, Basingstoke and Odiham Turnpike Trust was a partial re-alignment of an existing road between Odiham and Hartley Wintney. The Act was passed in 1739 for the repair of the road between Hertford Bridge Hill and Odiham ⁽³⁾, but this Act allowed the seven trustees to '*divert, turn, alter the Course or Path of any Part or Parts of the said Roads, so as to shorten or improve the same through any Moor or Waste Grounds*' ⁽⁴⁾. They could also cut and make drains, bridges and arches of brick, timber or stone, cut down and remove trees and bushes and use gravel, sand and stone from any common without recourse to anyone in the locality.

6.3 The M3 motorway cut through a small section of Odiham Common at Potbridge. In 1973 an agreement between HWRDC and the Department of the Environment allowed for an exchange of land as compensation. This land, identified as plot 1425, was subject to an easement allowing drainage from a nearby farm and land to a stream on the southern boundary of the plot as indicated on the attached map ⁽⁵⁾.

6.4 The construction of the By-pass in 1978 cut through the common at a point north of Colt Hill Bridge, effectively cutting London Road in two and utilising much of Odiham Cricket Club grounds. To compensate for lost common land compulsorily purchased under the (A287 Odiham By-Pass) Compulsory Purchase Order of 1978, Hampshire County Council exchanged it for two fields containing just less than 14 ½ acres of arable land. These fields stand to the north of the former cricket ground and west of the Basingstoke Canal.

6.5 According to Hugh Corry, Bagwell Pond was a significant watering place which flooded as the water table rose, therefore a balancing pond rather than a true pond. He estimated it was '*between 3.8-5.1 acres- around three times the area of the square pond shown on the OS First Edition 6" map (1870)...the mean water depth was less than a foot, over a hard basement (clay-gravel matrix)... it was also not stagnant*' ⁽⁶⁾. According to Steven Lyons, Bagwell Pond is now half the size of the

original pond, although this observation is probably based on a comparison with the 1870 map. Today it has a man-made bank, most likely an attempt to stop-up the sides, to enable a greater depth of water, whilst curtailing its spread across the common. This would have been one reason for its reduced size. It was partially restored in 1998/9 (7). Apart from this pond all other watering points on the Common appear to be spent clay and gravel pits.

6.6 According to Hugh Corry ‘*Bagwell Lane cut through the Common on a very circuitous route south of the present line through Derrydown and north of the present line eastwards. The brickearth pits have cut through the ancient route*’ (8) There is no date given as evidence for this route or any document seen to confirm it, although it is certain that tracks would have existed across the land. Bagwell Lane does not appear on Godson’s map of 1739 (9) nor on Isaac Taylor’s map of Hampshire 1759. On the Tithe Map of 1840 there is a lane from London Road, at a point where it meets Poland Lane, towards the brickworks. There are no roads which lead across the common towards Winchfield Church, although there were probably well-used tracks which would not appear on this map. The first survey indicating an established route across the common is the 1870 25” OS map which shows what appears to be an unsurfaced road through the Common. Beyond the Common it becomes a surfaced road passing Swans Farm towards Winchfield Church.

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15	The Parish of Odiham – an Historical Guide Sheila Millard pub Odiham Society 1993 p15
16	15M50/1279 HRO
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18	Echoes of a Georgian Romantic by Mark Girouard pub Country Life Jan 2 nd 1964 – copy NT
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20	Ibid
21	Odiham Tithe Award 21M65/F7/177/1-2 HRO & 1841 census
22	15M50/1279 HRO
23	Reminiscences of David Stenning February 2009
24	59M76/DDC143 HRO
25	Hunting Lodge File NT
26	The Inspiration of the Past, John Cornforth 1985 -Hunting Lodge File NT
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5 Hartley Wintney Rural District Council

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- 8 59M76/DDC145/14 HRO
- 9 59M76/DDC/147 HRO
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- 15 MAF235/97/5 NA
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- 2 48M81/PD5 HRO
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- 4 Ibid
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