

# Bownham Park

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## The History and development of the Bownham Park Estate

1714 – Present



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Updated by:

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July 2015

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## Introduction

The early history of the Estate starting from 1714 (Chapters 1-7) were researched and written up by Graham Barker, whilst he was the teenage son of a resident David Barker. It was subsequently updated by Martin Clements (Secretary 1981-92 and 2011 to present) No attempt has been made to verify this work, although Graham differs slightly in regard to his understanding of events from 1955 onwards.

Stanley Newey was the first Secretary of the Company formed to manage the affairs of the Residents' Association. (Chapters 8 onwards) and were written by Mr. Newey and updated by Mr.. Clements.

The intent of this history to place on record in a single document including some of the quirks of this development which may be of interest (and possible importance) to later Residents in this Estate.

During Mr. Newey's research, he was fortunate to obtain a first-hand account of the life in Bownham Park during the period from 1922 to the beginning of the Second World War.

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## Chapter One

1714 – 1732

Originally Bownham Park was a mixture of grazing land and pasture. It was owned by two different people, a Miss Elizabeth Butt of Minchinhampton and a Daniell Webb of Stroud. The land came into both the Parishes of Minchinhampton and Rodborough.

In the year of 1714, a man named John Barnfield, the eldest son of a Minchinhampton clothier, bought three acres of land from Miss. Butt. This land was to be used for pasture land for sheep. However, he found a more suitable piece of land elsewhere and so he sold the land for £38 to a Mr. & Mrs. Daniells. The Daniell's then gave the land to their son Thomas, a carrier travelling between Rodborough and London.

It was probably the Daniells who built the 'Road House'. It was possibly only a stable initially with an adjoining inn, as the road from Stroud passed nearby (the valley road was not in existence at that time).

In 1724, Thomas Daniells bought five and a half acres of land next to the original purchase from a Daniell Webb of Stroud. The indentures relating to the sale mention a gate on the border of his new land belonging to a Samuel Sheppard. This gate for some unknown reason, was called the 'Nailsworth Gate'.

Later on in 1732, Thomas Daniells married Miss Deborough Day also of Minchinhampton. By this marriage, Daniells received £500 from Miss Days' family. In the same year, he bought some land at Box from a John Harborough and later on again that year he purchased yet a further parcel of land at Box. By this time, he was very wealthy and settled down in Minchinhampton.

But what about the land at Rodborough? Sadly there is little information available about the period between 1732 and 1782.

A document exists referring to purchases of the land mentioned above plus two other documents referring to the next owner of the land at Rodborough.

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## Chapter Two

1732 – 1800

In the year 1750, a mercer named James Winchcombe (who owned all of Stratford Park) was living in Stroud. It was either this man or his brother, also named James Winchcombe, who bought Bownham Park and built the first mansion house there. The first James Winchcombe died in 1761, aged 67 and his brother lived in the house for the next few years. Although his brother had been a mercer and he himself was a clothier, in the year 1777 he borrowed £1,000 from John Colbourne of Stroud. Around 1780, James Winchcombe died leaving the estate to his 'famous to be' nephew, Nathaniel Winchcombe.

At that time Nathaniel Winchcombe was 23. In 1782, he married Miss Mary Packer of Painswick, gaining £500 in the process. In partnership with John Hawker, a scarlet dyer, Nathaniel Winchcombe gradually collected and bought more land to add to that which he had inherited.

Finally Nathaniel Winchcombe and John Hawker produced a document in 1782 which contained a summary of everything that he owned. This statement was called a Trinity Term and contained the following :-

Nathaniel Winchcombe and John Hawker, owners of twelve messuages, thirty three cottages, one fulling mill, one water corn mill, one dye house, two matt houses, two barns, two stables, thirty gardens, fifteen orchards, 150 acres of land, 80 acres of meadow, 130 acres of pasture for all manner of cattle, with properties in the parishes of Stroud, Painswick, Rodborough, Minchinhampton and Frampton on Severn.

Winchcombe also had the task of unravelling all the petty crime in the neighbourhood; cases of assault and threatened murder, a man in unlawful possession of 'two guns and two dogs called pointers', the selling of unlicensed beer etc. Bownham Estate at that time was said to have 'An estimated sum of 48 acres plus all the tenant cottages and all the aforementioned mills'.

Either feeling that Bownham was too far from Stroud or that he just did not like it, Nathaniel Winchcombe sold Bownham Estate in 1785. The title then passed to another family - The Peach's.

## Chapter Three

1801 – 1821

After selling Bownham, Winchcombe moved to Stratford House near Stroud. In 1801, he changed his name to Clifford, by Royal Licence, for they were a wealthy family and the Winchcombe family arms already contained those of the Clifford family, since Cliffords death at 60. Nathaniel Winchcombe had however sold the Bownham Estate to the Peach's. William Peach came from Rooksmoor and he purchased Bownham for £3,500.

When William Cainsford Peach died, he left his wife the property. Julia Maria Peach was at that time living at Bradley in Somerset. His Brother-in-Law, Thomas Cooper, received all the income from the tenant cottages. His son, Nathaniel, inherited the estate when he reached twenty-one. Maria Peach lived in Bownham until her son was twenty-one, then moved back to Bradley, leaving Nathaniel in charge. At that time the estate was valued at £2,060/17/6. The Bownham Estate had only a small income compared to that from the other Peach estates, yet Nathaniel decided to live there.

During this period there was considerable correspondence between Nathaniel Peach and a Mr. Barnard about agreements and general advice. It seems that Julia Peach had another son, he being a lieutenant in His Majesties 8th. Regiment of Light Dragoons.

When Nathaniel died, it seems that a few members of his family lived in the house until 1813 when it was again sold.

The whole property was sold to John Clerk of Southampton for £1,298. It would appear that some of the land had been sold off to a Mr. Tanner, a land owner near to the Bownham Estate. It was from a release of this sale that a map was drawn of the estate. This map was dated 1813, and stated that a Mr. Baylis had purchased his tenant cottage. Also in this document were certain privileges and rights of land belonging to a Mr. Samuel Tanner. This land transfer was later disputed by Mr. John Clerk.

During 1814, no less than 14 legal documents were produced making claims on the various parts of Bownham, all of them concerning Mr. John Clerk. There were also arguments about the turnpike road around the Park. Another document mentions that Samuel Tanner lived in Beech Cottage, which still exists today. These arguments continued to until 1821 when the property was again sold.

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## Chapter Four

### 1821 – 1859

In 1821, John Clerk sold Bownham Estate to a Mr. George Strachey of Wimpole, Middlesex for the sum of £5,825.

After all the arguments between John Clerk and Samuel Tanner, the latter decided to sell all of his land, consisting of two areas: 'Bear Ground' (because the Bear Inn was nearby) and 'Home Close' so called because that was the home of Tanner. These lands were sold for £900.

George Strachey pulled down the old house and erected a new mansion. This was built between 1839 and 1849. It was in 1849 that George Strachey died, leaving the Bownham Estate to his sister Harriet Stracey of Bognor in Sussex.

Harriet Strachey, either loved her nephew, Leonard Marquis Strachey, very much or he exerted a considerable influence over her, for, little by little, the whole of the Bownham Estate was transferred to him. Firstly, in 1853, Gravel Hill House, the Road House, Home Close, Beech Cottage and the Bear Ground were conveyed to him. Then in 1854, The House itself and the rest of Bownham was made his.

For some reason or other, Leonard Stracey borrowed £4,000 during 1854 but failed to pay it back within the agreed period of time. The lender of the money was a Mr. Henry Denton who took possession of the Estate and allowed a Miss. Lydia Bann Butt of Arle Villa, Cheltenham to use it. A local Justice of the Peace, Thomas Lancaster, was also a frequent visitor to the House. It seems that the money Henry Denton loaned to Strachey was obtained or borrowed from Miss. Butt and Lancaster.

Either Thomas Lancaster fell in love with the Bownham Estate or he just wanted a respectable home, but in 1859, the new Bownham Park House, as it was called by that time, and the Estate were bought by Thomas Lancaster for £7,250.



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## Chapter Five

1859 – 1893

Thomas Lancaster seems to have lived in peace at Bownham, for no legal documents appear during his ownership. He had the East Lodge built in 1862, bearing a plaque with this date. The only document, about Lancaster, was written in 1891, when he died. It only gives however details of land bought and sold by him. Below is a transcript:

" I, William Cox of Rodborough in the County of Gloucester, Gardener of the late Thomas Lancaster, do solemnly swear and sincerely declare the following:-

*1. I have lived in the neighbourhood of Bownham House, Rodborough aforesaid for 32 years last past and was in service of the late Mr. Thomas Lancaster of Bownham House aforesaid from the year 1861 down to the date of his death which happened in November 1891 and am now in the service of Miss Emma Molyneux, niece of the said Thomas Lancaster and owner of the Bownham Estate.*

*2. I remember the said Thomas Lancaster in or about the year 1863, purchasing a small piece of land called "The Cape of Good Hope" situated near Box in Minchinhampton containing 32 perches by estimation and also purchasing two other pieces of land summing up to 32 acres and 31 perches situate at some distance south of the Bownham House Estate separated by common land.*

*3. In the year 1863, the said Thomas Lancaster allowed the said piece of land "Cape of Good Hope" to become part of Minchinhampton Common and in consideration of which was allowed to enclose a said part of the common outside the Lodge gates containing 16 perches or thereabouts, the said land being shewn by posts and chains.*

*4. In the year 1865, Thomas Lancaster allowed the other said piece of land of 7 acres and 31 perches to be part of the said common and in consideration, allowed to enclose five and one half acres or thereabouts on the south-east of the Lodge to Bownham House and is now bounded by a stone wall."*

So by this means, Thomas Lancaster had cunningly enlarged Bownham Estate. When he died in 1891, the person who wrote the will of Lancaster states that, 'The said Thomas Lancaster died seized or otherwise possessed .....' The will also states that Bownham Park Estate was left to Miss Emma Molyneux, niece to the departed. Miss Molyneux erected a school in Burleigh, (the closest village to Bownham) which to this day carries a plaque to the memory of her uncle. Miss Molyneux did not live in Bownham Park House perhaps because she did not wish to be reminded of her uncle who died insane. She sold the house in 1893.

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## Chapter Six

1893 - 1955

Meanwhile a young Englishman had been making a fortune in Valporiso. When he returned to England, he did not find his home in Kensington to his liking, so he toured England on a tandem with his wife, looking for a house. One day, when he was cycling over Minchinhampton Common, he saw a young man (who was later to become Sir Stanley Marling) and asked him if there was an estate for sale anywhere to which the young man responded, pointing out Bownham Park Estate. Richard Owen Paddison Paddison, bought Bownham Estate in 1895. He was made head of the RSPCA around 1915. He then undertook the task of converting the whole country to humane slaughtering and in this he was very successful.

This famous man then settled down in Bownham. He kept Spanish cattle, Irish sheep and other odd livestock but his main love was horses and dogs. He converted one of the old stables into a special gas chamber for the slaughter of animals and people from all around would come to have their dogs put down at Bownham. He also built many glass houses. Paddison also built a magnificent billiard room with a fine glass roof and balustrades.

In one corner of the Bownham Estate he erected a windmill which drove a pump to feed water to Bownham house. This water was also heated to provide warmth and heat to the House. Paddison also had a special stable and garage built at the edge of the garden.

Photography was also one of his hobbies and some of his photographs are held by a local resident Mr. Dadswell. In his album is a photograph of the wedding reception of the Ambassador of Spain being held at Bownham House. Bownham was at that time supposed to be haunted and one of Paddisons photographs showed a ghost drifting up the main stairs. The fun came to an end however in 1939 when Richard Owen P. Paddison died. The house remained in the family until 1949.

From then onwards the Bownham Estate gradually decayed. Like so many other old houses, the house was bought by Barnwoods, an asylum firm, but in 1950 they were prevented from keeping insane people in the house so they let it to the SSAFA who used it as a school. They changed the House a great deal but the cost of upkeep was too great so they left.

Barnwoods then applied for building permission but this was turned down by the local council. At that time the house was in a very sorry state. It had been standing empty for some time, the lead had been stolen from the roof and many of the windows and glasshouses had been broken.

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## Chapter Seven 1955 – Present

In 1955, A.E. Chamberlains Ltd. bought the Bownham Estate and housed Polish refugees in the house itself. But the drainage was very bad and so Chamberlains applied for building permission three or four times, each time the application being refused. In 1960, a Mr. Thomas Cooper applied for building permission to which the Council agreed and a few houses were built. At the same time, a school for educationally sub-normal children was built nearby.

As more and more houses were built, a new drainage system was required. Half the cost was subscribed by the residents and the other half provided by the local Council. Plans were made for Bownham House to be converted into flats. The company at that time pulled down a few walls and undermined a space here and there. Unfortunately the company went into bankruptcy.

J.A. Venn's then bought Bownham Park and asked the Council for permission to build an estate on the land. Permission was granted. Bownham Park House by this time was in a real state and had to be pulled down. This operation was carried out by a contractor called Dart.

Some of the trees were sold, fetching a high price but the majority were protected under a tree preservation order. In 1970, a Mr. Buchanan arrived to develop the site and the Bownham Park as we know it today came into being. Bownham Park being built in three separate phases.

The only buildings remaining that were part of the original house are, the Brew House (Nupend and Cedar Cottages), the Clock House, the stables (Horseshoes) and the Lodge (Fairfax Lodge).

In 1971, a gold half sovereign was discovered in the grounds of the Park plus two dated stones, one 1742 and the other 1904. Even recently, in 1984, when the land between the Hollies and the Coppice was being cleared, several very rusty pistol parts were found, hidden in the trunk of one of the trees. (Were these hidden by a highwayman?)

Bownham Park is still an estate, although very different from that in 1714. Hardly any books mention Bownham, only some very old and brittle parchment documents have the story.

**This ends the section written by Graham Barker**

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## Chapter 8 onwards written by Stanley Newey

### Bownham Park between the Wars

The owner of the Estate during this period, Mr Richard Owen Paddison Paddison, had returned to England at the end of the previous century, having made a fortune in South America, and bought the estate in 1895. He was most interested in animal welfare and in about 1920 invited Mr Dadswell, the son of a farmer and butcher, who was also a crack shot, to come to live in Bownham Park to work with him on the development of a humane animal killer. Mr Dadswell, who was employed by the Society for the Prevention of Cruelty to Animals (before it attained Royal status), his wife and two young children moved into what are now two houses (Nos 43 & 45) called Cedar Cottage and Nupend Cottage which had earlier been used to accommodate German prisoners from the First World War.

Mr. Newey was fortunate to meet Mrs Betty Jones who, as the two year-old Betty Dadswell, came with her parents to Bownham Park and spent most of her childhood here. She provided much of the following information.

It seems that most of us daily commit a crime which led to the instant dismissal by Mr Paddison of one of his maids! She chose to call the Estate "Bownham" Park – to rhyme with "Town" – he insisted that the correct pronunciation rhymed with "Tone", as in Bowbridge and Bow bells, even 'though a hundred years earlier it had been spelled "Bounham".

The old house, which had been built shortly after 1840, was very grand. There was a beautiful picture gallery and a fine library. There appears to be no substance to the story that the house was haunted by the ghost of a previous owner shot by his butler in the library. However, Mrs Paddison, a staunch Roman Catholic, befriended a young novice from the Convent in Woodchester who was very unhappy. One night the girl, dressed in her white habit, walked to Bownham to discuss her plight with Mrs Paddison and the sight of her shadowy figure in the moonlight triggered another ghost story which lingers to this day.

The estate was run by a veritable army of staff. There were six gardeners working under the direction of the head gardener, Mr Packer – usually dressed in gaiters and bowler hat. There were six maids – none of whom was allowed to sleep in the house at night. Then there was a chauffeur, Sandford by name, resplendent in dark green uniform and high polished boots, who lived in the tack room (always smelling of paraffin and bacon) which is now No 49 and adjoined the garage which forms the other part of the Clock House. He had to attend to and drive the half dozen or so cars in his charge, one of which was a magnificent machine painted dark green – one of the first cars to be imported from France. The clock had to keep perfect time, of course, and it struck the hours and quarters too.

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Mrs Bourne, the head cook, lived in the Lodge. Whenever Mr Paddison drove out in his car, he kept his hand on the horn the whole way up the drive so that she could have the gates open ready. Incidentally, these gates are the ones which Mr Buchanan took down and re-erected at the top of the drive to his house. In those days that gates were painted black, as were the posts and chains which still flank the main entrance to the Estate.

There were high red-painted boarded gates at the lower entrance – you can still see the hinge brackets on the stone pillars today. There was a pedestrian door in one of the gates and a kind of letter box into which the local constable placed his report following the tour of inspection he was obliged to make every night. The doorway in the north side of the adjacent driveway, outside the gates, led into three tennis courts laid out in what is now the site of No 47.

Behind the Clock House was a large rock garden and lily pond. Mr. Paddison liked to hold lavish and unusual garden parties at the house and one day suggested that guests should bring their bicycles – something of a novelty at the time. They were invited to follow him on a tour of the grounds – an expedition which came to an untimely end when one of the over-dressed ladies, a Mrs Aitken-Smith, fell into the pond! History does not reveal details of what followed.

Beyond the lily pond were extensive glass houses for peaches and nectarines as well as a high red brick wall supporting espalier pear trees which offered ideal climbing opportunities for young Betty and her brother.

Near the Clock House (which occupies the site of an earlier mansion), in the garden of the present No 51 was a magnificent billiard room with a tessellated floor. This beautiful building was destroyed in the 1960's by throwing bricks through the windows and bulldozing it to the ground. The great conservatory, built on to the western end of the house, also had a tessellated floor and subsequent excavation of pieces of the floor led to wild suggestions that a Roman villa once stood there!

On the site of the present garage of No 45 was another stone building, elaborately decorated with gargoyles, the basement of which was used to store vegetables. The children used to call the way down to it “the frog steps” because of the number of these creatures that lived there.

The farm buildings which now comprise the property known as “Horseshoes” included barns and stables and used to accommodate animals and chickens as well as all the paraphernalia of farming such as hay-making equipment. There were also several pig styes near the boundary wall.

On the site of the present Nos 28 & 30 – an area notes for its many springs and previously called “pump field” – was an artesian well. This was driven by Joan the horse which walked in circles to raise water from below.

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As well as his work on developing the humane killer and supporting his employer in the presentation of the Humane Slaughter Bill to Parliament, Mr Dadswell became well-known both as a vet who might be able to help sick animals to recover and as someone who would deal painlessly with others which could not. The author now knows the reason for the large stone slab built into the wall facing the Bear Hotel – on it was a sign to show the way to Mr. Dadswell's establishment.

One of the jobs of the Dadswell children was to load the carcasses of dead animals on to wheelbarrows and transport them, to the huge lime pits which lay behind Gravel Hill House, the home of the Head Groom. There is no truth in the idea that the small enclosed area in the common to the east of the Park was used to bury dead animals – it just is, as it is called, a “folly”.

The house along the back lane, now known as Bownham Grange, was previously called the Road House. It dates from the 16<sup>th</sup> or 17<sup>th</sup> century and the present owner is believed to be making a detailed study of its history and its relationship to the Bownham Park Estate.

Mr Paddison used to keep a number of ill-behaved dogs – they only answered to the call of a hunting horn. Imagine young Betty's surprise when, on a visit to Cheltenham with her father's employer and with the car parked by the Queen's Hotel, the streets echoed to the sound of the horn, calling the hounds back to their master!

Many of the grand old trees, most taken down long ago and sold as valuable timber, may have provided a surprise to the timber merchant's who cut them up, for Mrs Jones recalls that Mr Paddison and her father were keen marksmen and used small targets fixed to the trees to sharpen their skills – the embedded bullets would have played havoc with the saws.

Mrs Paddison died in 1935 and her sister, who came to live in the house after her death, died not long afterwards. Mr Paddison survived until the outbreak of war in 1939.

So the Estate between the wars was a typical example of the class structure of society in those days. Nothing remains of the old house, its Adams fireplaces, its library, its books and its great staircase all gone. Little remains either of the people who lived and worked there, but we are grateful to Mrs Jones for the opportunity to record something of those bygone days.

## Chapter 9

### **The coming of Mr Buchanan and the granting of Planning Consent for development**

Following the death of Mr Paddison, an auction of the property was arranged by his executors to be held at the Church Institute in Stroud “punctually at 3 o’clock” on Friday 27 November 1942, when it was to be offered in seven lots.

Lot 1 comprised the bulk of the Estate which not only included the area of the present Bownham Park Estate, but also the land to the north on which the school now stands as well as the area of Bownham Mead. This Lot included the main house (which was approached by a sweeping paved drive from the main Stroud to Minchinhampton Road), farm and stable buildings (now known as Horseshoes and Clock House), a cottage (now forming Cedar Cottage and Nupend Cottage) and the Lodge, all standing in some 54 acres of woodland, paddock and park land.

Illustrations in the Sale Particulars indicate the size and grandeur of the old house (which stood where Nos 39 and 41 now are) and the magnificence of many of the great trees in the grounds. Mr. Newey recalled a conversation when an elderly gentleman who well remembered being brought as a boy into the Park to watch the ritual of the peacocks settling down for the night in the cedar trees which stood close to the house.

The Sale Particulars include the statement that “.... this land forms attractive potential building sites”. A copy of the plan which was part of the Sale Particulars is attached as Appendix 6.

Gravel Hill house formed Lot 2, whilst other smaller Lots were isolated properties outside the main Estate.

There is no record of the outcome of the auction, or even whether it actually took place.

Graham Barker reports in his history that the property was acquired by Barnwood who intended to use it as an asylum, but in the event let it to the SSAFA who used it as a school.

Available records indicate that in September 1963, Planning Consent was given on appeal to a Mr Cooper (who may to that time have lived in the Lodge) to convert the “mansion” into 5 flats, to convert other buildings into 5 dwellings and to erect 29 further dwelling houses. The applicant did not proceed with this development.

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Whatever may have occurred since 1942, however, it is known that Bownham Park was bought by A E Chamberlain Ltd in 1955 to accommodate Polish workers who had remained in Britain after the war and were employed in their pressboard business in Nailsworth. The need for this provision declined as workers married and became integrated into the community and furthermore the maintenance cost of the old house increased inexorably.

Accordingly Chamberlains offered the property for sale and the land forming the present Estate was subsequently purchased on 27 February 1965 by a speculative developer, Mr Roy Buchanan, for the sum of £17,000.

Mr Buchanan, (who died in mid 1996), operated through two companies – Florestan Securities Ltd and Wigborough Developments Ltd. It is difficult to unravel all the interactions between these companies and also Gwenda Fell who later became the second Mrs Buchanan. Appendix 1 identifies some of the major transactions, but for the sake of simplicity, reference is made henceforth solely to Mr Buchanan where dealings with him or Mrs Buchanan or any of his companies are concerned.

The first Planning Consent granted to Mr Buchanan was given on 6 January 1965 for the construction of estate roads and a layout of 42 building plots and in January 1970 this was amended to allow the erection of 44 dwellings with garages and the construction of new estate roads. (Ref S 1477/1/U)

The approved plan involved a roughly circular perimeter road with access to public highways at the original east and west entrances. It is understood that having obtained permission for this development, Mr Buchanan decided to build a house for himself on a substantial plot in the centre of the estate, adjoining an open “paddock area” about 5 acres in extent, but that he had to forego one of the original building plots as a quid pro quo. The plot in question was opposite to the present No 18, which is further referred to in Chapter 13. His house, now No 2 and known as Bownham Park House, was built in about 1971 – 1972.

Records show (see Appendix 2) that Mr Buchanan began selling off portions of the Estate from late 1965 onwards – some accommodating existing buildings, like the “Clock House” and “Horseshoes” and some as building plots for individual development. These early sales were in the east and south of the Estate – later to become known as “Phase 1”. The old “mansion” was demolished in about 1965.



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Stone from the old house formed a great pile nearby and some was used to fill the cellars and some to form the foundation to the roads which were not constructed until drains had been laid along the east side of the estate where they run deep in the ground. As the ground here is mostly rock, excavation was associated with somewhat hit-and-miss blasting – to the great consternation of early residents.

A dumper truck is reputedly buried in this great trench near No 57 and as the job was done mostly by a man and a boy it was over a year before even basic roads were laid.

There were no cattle grids at the entrances and one of the stone pillars at the bottom entrance had to be re-built as it had fallen into disrepair.

In mid 1968 Mr Buchanan was offering speculatively built houses for sale and by early 1972 some 29 houses and/or building plots in Phase 1 had been sold.

During this period, Mr Buchanan prepared a proposal to build more houses in the Estate than the 44 already approved. This involved replacing seven proposed houses to the west of the Estate with 16 dwellings (now known as Phase 2) and replacing eight houses to the north of the Estate with 25 dwellings (Phase 3), also known as the “Bovis” houses as the the whole Phase was developed by Bovis. Planning Consent for this scheme was granted, subject to an Undertaking given by Mr Buchanan to protect the paddock area from any further development (See Chapter 7). Strenuous efforts by the then residents and the owner at the time of the Lodge failed to have this consent rescinded.

The plots which were developed under Phase 1 were allocated numbers upwards from No 9 (see Appendix 2) and each of the later Phases 2 & 3 were numbered from No 1 so that as a result, many numbers were used two or three times. The resulting confusion led many owners to adopt individual house names as the postal authority and the Local Council both declined to prepare a comprehensive overall numbering system until the final form of the development had been settled.

On 3 September 1971 Mr Buchanan sold the area of land representing Phase 3 to Bovis New Homes (Western) Ltd for the sum of £33,000. Bovis applied for consent to build a total of 23 houses on this land, but their proposal to build one of them on the corner opposite No 18 was refused. The plot on which this would have stood had been the subject of subsequent legal action – See Chapter 6.

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In 1975 Mr Buchanan obtained consent to construct a further house between Phases 1 & 2 – this is the present No 77. In the garden the new owners discovered a well – probably associated with the wind pump which used to stand there. Incidentally the author has been told that somewhat earlier than this, the walls of a nearby brick reservoir were breached one day by the builders, causing a tidal wave to flow down the hill. This recollection reminds him that beneath the courtyard of the old stable block there is a wonderfully preserved underground brick reservoir which was probably fed from this well and upper reservoir.

Mr Buchanan failed in his attempts in 1977 to obtain permission to build two further houses, one to the north of the present No 50 and one immediately to the north of the paddock opposite No 22.

As Bovis approached the final stages of their part of the development, they completed the associated section of road, including the top wearing coat. At the two entrances from the public highway, however, and throughout Phases 1 & 2, only the road base was laid by Mr Buchanan.

In 1973 Mr. Newey purchased one of the undeveloped plots (Plot 14 of Phase 1) which had been acquired originally by Mr Sutcliffe from Mr Buchanan, and built a house thereon – the present No 37 – which he and his wife occupied in the following year.

Development of the Estate was sensibly complete in 1975 and the only other house to have been built since that time was also at the direction of Mr. Newey. In 1983 he bought the original Plot 23 of Phase 1, which had remained vacant, from Mr F Smith and built a bungalow on it, No 61, which he and his wife occupied in the following year.

## Chapter 10

### The formation of the Residents' Association

Early residents were concerned about the proposed increase in housing density referred to in the previous chapter and on 14 January 1970 a meeting of 13 of them, (3 more had apologised for their absence) agreed to form a Residents' Association. The first Officers elected were Mr F L Smith Chairman, Mrs G Band Secretary and Messrs Elliott, Fincher and Watkins Ordinary Members. The annual subscription was set at 10/- (50p).

This Committee met periodically from then on and as early as April 1970 raised with Mr Buchanan such matters as the provision of a cattle grid at the top entrance and finishing the road which at that time was only consolidated stone and gravel.

At a meeting with Mr Buchanan on 13 October it was agreed to move towards the formation of a legally-constituted Estate Management Committee and the verge frontages were subsequently offered to individual plot owners at an inclusive cost of £13.14.0 (£13.70) each. These offers were not taken up.

For most of 1971 relationships between the parties were at a low ebb with both sides complaining of a lack of integrity and commitment. Towards the end of 1972 a set of Memorandum & Articles for another Estate had been examined, with little progress being made, and at a meeting on 5 November 1972 Mr Buchanan suggested that he should give the Residents' Association a mandate to act as his agent to manage the Estate with a view to handing over control after a trial period of two years. On 12 April 1973 Mr Buchanan outlined proposed terms of reference for such a management committee and this was further developed by him at a meeting on 24 July.

Discussions with A E Smith & Son, local solicitors who had acted for several Residents in a private capacity, led to the suggestion of the establishment of a group of Trustees to take over certain responsibilities from Mr Buchanan. By November 1973 this proposition had been shown to be impractical and the idea of a management company was revived. Exchanges with Mr Buchanan became bogged down with concerns about arbitration clauses, the need for 100% membership of the Association and the costs involved in setting up a new company.

## Bownham Park

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The committee met only infrequently and by the time they had formulated a reply to a proposal from Mr Buchanan, matters had moved on and his (usually prompt) response often took matters in a different direction, leading to frustration and irritation on both sides.

In an effort to break the impasse, on 15 August 1974 Mr Buchanan prepared an open letter which the Association was asked to circulate to all Residents. This was done in October, under cover of a letter from Mr Handel, who was then the Chairman of the Association. Residents were also provided with copies of a letter from A E Smith & Son dated 18 October, expressing legal opinion of the proposals of Mr Buchanan and they were invited to respond to a questionnaire about how matters should be progressed.

About this time Mrs Band, who had been Secretary of the Association since its inception, resigned from the Committee and Mr. Newey was appointed in her stead.

Having moved into the Park only recently, the new Secretary had no inhibitions about dealing with Mr Buchanan and he encouraged the Committee to build on this helpful mandate that had been provided by the response to the questionnaire.

In January 1975 Mr Handel indicated that he was unable to continue as Chairman and at the request of other Committee Members, Mr. Newey agreed to take on the role of Chairman in addition to the duties of Secretary. Whilst this may appear to have been an onerous task, it allowed him to provide a very positive direction to the work of the Committee during the following eighteen eventful months and enabled negotiations with Mr Buchanan to proceed more briskly than hitherto because of the simplified "chain of command".

There then followed an exchange of correspondence and informal discussions with Mr Buchanan, who obtained quotations for the completion of the roads (which, at that time and with the exception of the finished "Bovis" section, comprised a somewhat damaged base coat). The cost of this work was quoted as about £5,000 and the bulk of this was seen as his responsibility.

It was recognised that in order to resolve the question of the Association taking over responsibility for the roads and running the Estate, some financial contribution by Residents would be required and considerable thought was given to the problems of developing and applying an equitable scheme which would generate some £500 to £750.

## Bownham Park

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Mr. Newey and Mr R Jones met Mr & Mrs Buchanan on 2 July 1975, armed with an extensive brief and delegated authority to negotiate a settlement within defined terms of reference. The meeting began well, with mutual expressions of intent to reach an early and acceptable conclusion. Mr. Newey well remembers being somewhat distracted by the fact that the shapely Mrs Buchanan wore a loose-fitting black lace trouser suit through which a black bikini was clearly visible – nor did it hide the negotiating gulf which appeared when Mr Buchanan declared that he had no responsibility for meeting the cost of applying the final topping coat to the roads.

This was, he acknowledged, a departure from the proposal he had made in his open letter of the previous August and led to a negotiating gap of several thousand pounds. Mr Buchanan suggested that Residents should now form a legally based Association which would take over the roads, most of the verges, drains and sewers as they lay. He offered to make a contribution of £750 (plus £250 which he expected to recover from Bovis) and would relieve Residents of responsibility for woodland maintenance, also waiving claims he had made for the cost of previous road repair work.

The Association's representatives declined to discuss this new situation and withdrew to consult their colleagues.

When the Committee next met, they faced the alternatives of pursuing a negotiation with Mr Buchanan along the lines he had suggested – which would entail raising much more money from Residents – or initiating legal proceedings against him in the hope of obtaining a better deal. It was rapidly concluded that the latter course would be expensive and would almost certainly prove fruitless, as Wigborough Investments and Florestan Securities were probably “shell” companies with little or no capital assets. (This view was subsequently endorsed in the course of a meeting on 11 July with Mr Adams of A E Smith & Son who had now been appointed as the Association's Solicitor).

A formula for raising approximately £5,000 was developed, applying rough justice to recognise the differing responsibilities and expectations of Residents in various parts of the Estate. This was based on the collection of £30 from every property (representing a 2-year notional maintenance charge, paid in advance) plus an additional sum of £50-£75 from all properties in Phases 1 & 2, because this section of the road had not been surfaced.

A letter was addressed to every Resident on 10 July 1975 outlining the position and each Committee Member was provided with a detailed brief and allocated a group of residents with a view to convincing them that this was the only sensible course to adopt, also pointing out that if the matter was not resolved quickly, the value and saleability of their properties would steadily decline.

## Bownham Park

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Whilst some Residents objected in varying ways to the proposals made by the Committee, there was general support for the idea and a further negotiating meeting with Mr Buchanan on 5 August was attended by Messrs Jones and Newey. (No sign of the bikini on this occasion!). This time agreement was reached under a series of written headings and in addition Mr Buchanan agreed to review his proposed financial contribution (subsequently increased to £1,250).

Committee meetings were held at frequent intervals to maintain momentum and the Solicitor was asked to prepare a basis for a legally constituted Association which could take over the roads and operate the management of the Estate. In a letter to all Residents dated 27 August, the mutual dependence of the acquisition of funds (or irrevocable promises) to cover the cost of road works and legal costs, the formation of the Association and the exchange of contracts with Mr Buchanan was explained and a target programme of these activities was offered with the object of completing the road works before the winter set in.

The financial position was also outlined in this letter, indicating that if all Residents contributed as hoped (£100 per property in Phases 1 & 2 and £30 per property in Phase 3); there was the prospect of a net positive balance of just £10. Money was to be paid into a Client's designated deposit account, administered by the Solicitor, returnable if the whole deal fell through.

Regrettably, a group of six residents continued to resist the scheme and in a widely circulated letter attempted to upset arrangements that were in hand. There was a further complication in that the Solicitor discovered at a late stage that his proposal to register the Association as a Friendly Society was not practicable and there was a delay whilst documents were prepared to create a Company limited by guarantee. This meant that an extension had to be obtained to the validity of a tender for completing the surfacing of the roads which had already been selected from competitive bids obtained in response to an enquiry specification issued by the Association.

To minimise the effect of the delay on the plans for taking over the roads and having them surfaced, a special meeting was held on 17 November 1975, attended by 43 Residents representing 35 households to approve the appointment of four Trustees – Messrs Fraser, Jones, Newey and Smith – who would act on their behalf pending the formation of the Company. The Trustees were authorised to enter into an agreement with Mr Buchanan and to place the road works contract, recognising their personal obligation to meet costs involved until such time as funds contributed by Residents and also by Mr Buchanan became available from the special deposit account.

On 29 November 1975 the Trustees signed the Agreement with Mr Buchanan and on 2 December he also signed and sealed it. A contract on the road works was then awarded to Wotton Tar Paving Ltd also on 2 December.

## Bownham Park

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On 10 January 1976, seven persons put their names to the Memorandum & Articles of the new Company, which is entitled "Bownham Park Rodborough Residents' Association Ltd". These persons were:

S F Newey Secretary

G R Hatcher Treasurer

Together with:

D E Barker, D Hall, D L Handel, F L Smith and W C Fraser

The Company, Registered Number 1243831, was incorporated on 10 February 1976.

The final act of Mr. Newey Newey as Chairman and Secretary of the "old" Association was to call two general meetings, held consecutively at the nearby Bownham Park School on the evening of 3 May 1976. The first of these was attended by 55 Residents representing 36 properties and the Treasurer reported that £5,220 had been paid to the road works contractor, together with legal and administrative costs totalling £309. A balance of £612 was available, but the road works contract had exceeded the estimated cost by about 20% due to unforeseen problems.

Further payments to the contractor of about £1,580 had yet to be made and until additional funds had been collected from residents, the Trustees remained responsible for this debt. It was formally agreed that the assets of the Association (which now included the roads, drains, sewers and verge land) should be transferred to the new Company and the "old" Association was wound up.

The second meeting on that evening was the inaugural General Meeting of the new Company, attended by 31 Members. Mr Newey was elected secretary, Mr Hatcher as Treasurer and five Ordinary Council members were elected as recorded in Appendix 4.

And so, at 11 o'clock at night on 3 May 1976, the Association as we know it today was at long last "in business".

The Trustees were released from their obligations on 24 February 1977.

## Chapter 11

### Covenants, Subscriptions, Verges and Rights of Way

#### Covenants

When Mr Buchanan sold plots and/or houses in Phase 1, the purchasers were obliged to enter into various positive and restrictive covenants, limiting their scope for erecting additional buildings or making property modifications without his permission, as well as an obligation to pay up to two and a half percent of the cost of maintaining and running the Estate. Unfortunately there were many variations to these covenants, which became progressively more onerous as time went by. Some refer to walls, fences and outbuildings and some restrict the use of the property either to no business usage at all or only to the apparently respectable professions of Solicitor, Surgeon, Physician, Dentist or Architect.

Most of the covenants applying to Phase 2 are similar to one another (but different from Phase 1); whilst for Phase 3 matters are further complicated by the imposition of a general covenant by Mr Buchanan as well as a new set of covenants devised by Bovis. At least all the houses built by Bovis have more-or-less identical covenants – but even here there are no less than five minor variations – and some of their requirements, such as a restriction on the parking of caravans, appear to be unenforceable.

When the Association took over the roads, drains etc. from Mr Buchanan, it also took over the rights and obligations set out in these various covenants which, of course, pass on to succeeding owners. The Secretary holds copies of each of the original transfer documents and one of the ongoing duties of the Officers of the Association is to interpret and apply the restrictions contained therein with a view to minimising bureaucratic interference with individual liberty whilst maintaining a common-sense approach to the spirit of the law as contained in these covenants.

It has been suggested from time to time that all covenants should be reviewed and standardised. This would only be possible if every owner agreed – an unlikely event as those with lax covenants would doubtless wish to continue to enjoy this freedom whilst others might want certain restrictions to be retained as to limit their neighbours' opportunity to create what they might regard as a nuisance.

What the Association has sought to do, however, as properties have changed hands is to incorporate into new covenants an obligation for new owners to become and remain Members of the Association.



## **Subscriptions**

Every covenant contains a clause requiring an annual payment towards the upkeep of the Estate. Some call for two and a half percent of the total (based on the original scheme for 42 houses, no doubt), some for a fair proportion which shall not exceed two and a half percent and two smaller properties (Cedar Cottage and Nupend Cottage) call for just one and a half percent.

From the outset, a policy was adopted whereby this obligation was to be met by the payment of an annual subscription, fixed by the membership at each Annual General Meeting for the following year. Each property is charged the same amount irrespective of size, frontage or location (some residents said that as they live near one of the entrances, they don't use so much of the road as others do!) The same charge has been levied against non-Members and so far has been met without demur, although it is recognised that in the event of a dispute it might be necessary to itemise actual annual costs and divide this figure by the number of properties on the Estate (currently 72) to determine the sum due.

Quite understandably, Mr Buchanan (here referred to as the individual owner of a single house) declined to enter into any restrictive or positive covenants with the Association and so later owners of his personal property in the centre of the estate have no obligation to contribute to the cost of running the estate. Nevertheless, some of these subsequent owners have agreed to pay the annual subscription.

## **Verges**

When the newly-formed Association acquired assets from Mr Buchanan, these included not only the roads and certain small areas of woodland and cultivated areas, but also substantial areas of land forming verges (known locally as "ransom strips") in the Phase 1 part of the development. These were transferred for a nominal sum of £5 each to the respective property owners to form extensions to their gardens. The legal costs of the transfers were borne by the owners and 21 such transactions took place during the period 1977 – 1979, leaving the Association as owner of trivial parcels of land adjoining Nos 43, 45 & 47.

It was agreed that all such transferred parcels of land should be subject to the same restrictive covenants as the "parent" plots and also that the Association should have a right of access in respect of drains, services etc. It appears that over the years, more restrictive covenants have been applied to some of these areas as the properties have changed hands, but these could probably be contested if a dispute arose.

## Bownham Park

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The Association also owns the grassed island lying within the loop of roadway near No 35 and the narrow strip of land, currently a shrub bed, alongside the north side of the top access road.

Apart from the roads, the Association owns the isolated tree-covered island just outside and to the south of the east entrance (which used to be the Estate's rubbish tip) and a smaller, unmarked area adjoining the boundary wall of No 47 to the north of the entrance. This latter area arises from the creation of a visibility splay at this point and has, in recent years, provided a convenient location for dumping rubbish extracted from the nearby cattle grid pit.

In 1865 Thomas Lancaster, the then owner of the Estate, allowed a parcel of land he owned near Box to be taken into the common. In exchange for this he was permitted to enclose two areas of land outside the west entrance to Bownham Park totally about 16 perches in extent (just under 500 square yards). These are marked by posts and chains which belong to the Association. The Association owns the southern of these two enclosed areas and possibly a narrow strip outside them; there is some doubt regarding the northern area. Here it is known that the Association owns a roughly semi-circular strip outside the posts and chains – indeed the Association constructed the footpath in this location in about 1984 – but whether it also owns the enclosed area is less clear, although by mowing it regularly for many years, without objection from the owner of the Lodge, ownership might reasonably be presumed.

The boundary walls of the Estate belong to the individual property owners who have an obligation to the managers of the adjoining commons, namely the National Trust and the Committee of Commoners, to maintain these walls stock-proof. They are also expected to obtain permission from the national Trust if they wish to insert gates in these walls. Mr. Newey well remembers at least two occasions when he and a neighbour attempted to drive half a dozen cows which had strayed into the Park up through the Estate and out the top entrance. Not an enterprise to be recommended – but when surveying the damage caused by a couple of horses standing on the newly-sown lawn or by a cow nonchalantly leaning against a greenhouse, clearly an urgent and necessary additional duty of the Secretary!

### **Rights of Way**

One of the terms of consent for the increased density of development was that a right of way for pedestrians should be provided and maintained within the northern edge of the parcel of land retained personally by Mr Buchanan. This is entered immediately to the left of the entrance of what was his property, now known as Bownham Park House, and emerges at the top of the short cul-de-sac adjacent to No 22. Over the years the path has become overgrown and under-used, but the obligation remains and should not be allowed to lapse.

## Bownham Park

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An assumed right of way across land which was subsequently sold to the owner of No 95 was expunged shortly before the Association was formed.

There is some uncertainty regarding the ownership of the two “bell mouth” sections of road outside the entrances to the Estate, but there is no doubt that residents and their legitimate visitors (including contractors and tradesmen) have a valid right of way over them. The Association has assumed the right to surface these areas.

## Chapter 12

### The Cedar Trees

At the time Bownham Park was purchased by Mr Buchanan, five large cedar trees stood to the east of the old house. One of these, which was surrounded by the loop of the roadway near No 35, died soon after the Association was formed, doubtless because of the effect of the road on its roots. Although it, like the others, was the subject of the Tree Preservation Order dated 22 January 1965 which applies to most of the Estate, once pronounced dead (and probably dangerous) it had to be removed. This was done in 1976 at a cost to the Association of £110.

Another of the trees stood in the garden of No 37 and when it lost the wind protection previously provided by the tree on the nearby island Mr. Newey, who was then the owner of the property, became fearful for his safety. Although his initial application for the felling of the tree was refused by Stroud District Council, consent was obtained following an appeal and the tree was removed in 1977. Examination of its rings indicated an approximate age of 140 years.

A third huge tree stood in the verge attached to No 39 and in 1979 the owners of this property, Mr & Mrs Band, became concerned for their safety as it overhung the house, had shed a number of large limbs and showed signs of some decay. On 10 July of that year Stroud District Council gave consent for the tree to be felled and this provoked a furious reaction from a number of Residents in the Estate. Protests were organised by certain individuals and their pictures appeared in the local press standing around the tree.

The Association was placed in a difficult position and strong differences of opinion emerged amongst Council Members. Pressure for the Association to write formally to the press, to the local MP and to the Ombudsman was resisted, but a bitter feud developed between protestors and the owners of the tree. Additional expert opinion was obtained at the personal expense of one Resident in an attempt to force the District Council to reverse their decision and harsh words were directed towards Mr & Mrs Band.

Eventually the tree was felled, not without difficulty. Accusations were made that protestors had interfered with the contractor's equipment and the owners never forgave certain Residents for their role in the affair – an attitude which, alas, was mutual. The tree was judged to be about 130 years old and evidence of some decay was found, although not sufficient to convince the objectors that they had been wrong to try and save it. Both Mr & Mrs Band have since died and the property has new owners, so it is hoped that no ill-feeling remains.

## Bownham Park

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Two of the five original trees still stand, one in the garden of No 41 and the other in the garden of No 47. Both trees shed several large limbs during a violent storm in about 1985, but a tree surgeon employed at the time to deal with the damage reported both trees were safe and no further work was required.

## Chapter 13

### Problems associated with the plot opposite No 18

This area was originally part of the garden of No 29 and as recorded in Chapter 2, Bovis were refused permission to build a house in this position. Consequently one house was built on the plot, towards its north-eastern edge, and the majority of the land was grassed. In this stood three large forest trees and several rose beds lovingly tended by the owner, who was a nationally acclaimed rose expert.

The property changed hands in 1984 and shortly thereafter the new owners, Mr & Mrs Reather, sought Planning Consent to build a second house on the plot, roughly in the position originally proposed by Bovis. Following strong opposition from residents in the Estate and despite taking their case to appeal, their application was refused on 2 June 1989. Meantime they had sold approximately half the plot (on which the house stood) but retained the remainder, presumably in the hope that consent to build would be forthcoming eventually.

Before the property was divided, the owners had obtained unrestricted consent from the Association to plant a beech hedge along the road-side boundary of the plot they subsequently retained.

In an effort to protect the amenity of the Estate, the Association imposed an obligation on Mr & Mrs Reather, under a covenant dated 23 September 1987, to maintain their retained plot "in a neat and tidy condition". Specific reference was made to the grassed area, but no mention was made of the hedge.

The absent owners made little effort to meet the requirements of the covenant and the hedge was allowed to grow unchecked for several years. Letters to them evoked no response and eventually legal proceedings were initiated. A face-to-face meeting between Mr & Mrs Reather and Officers of the Association was then held on 10 August 1992 in an effort to avoid a legal battle, but no progress was made and so the matter was brought to trial in Gloucester County Court on 27 August 1992.

The Association was obliged to employ a barrister and incurred substantial legal costs in the action and was relieved when the defendants were ordered by the Court to meet their obligations under the covenant or to face the consequences, which could even include a jail sentence, for contempt of Court. Costs were awarded in favour of the Association. Alas, there was still no mention of the hedge.

## Bownham Park

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It soon became apparent that Mr & Mrs Reather intended to pay only lip service to the Court Order and the Secretary was disappointed to learn that the only way they could be forced to fulfil their obligations was for a further Court action to be initiated. Efforts to persuade the owners by way of letters from the Association were unsuccessful, the hedge has continued to grow, and although the owners have made minimal efforts to trim the side facing the road, they have refused to restrict its height. The grassed area continues to produce noxious weeds, in defiance of the covenant, but as it cannot be seen because of the hedge and as legal action appears to have achieved nothing, the matter has been allowed to lapse.

## Chapter 14

### The Paddock

As described in Chapter 9, one of the conditions attaching to the development of Phases 2 and 3 with an increased density was a commitment by Mr Buchanan to Gloucestershire County Council to retain the area generally known as the paddock as an amenity open space and to permit no building of any description to be erected thereon. This undertaking was given in a document dated 14 February 1969 signed and sealed by Mr Buchanan in the name of Florestan Securities Ltd. This area of land was retained by Mr Buchanan for his personal use as part of the extensive garden attached to his newly-built house.

Mr Buchanan made no attempt to vary the undertaking, and when he sold the property in 1977, the next owner, Mr Burcher similarly respected this commitment.

In 1991, the property passed into the hands of Mr. Pearson, who decided to seek permission to make limited development of part of the paddock area. His intention was made public in December 1992 and as soon as the Residents heard of this, there was, not unexpectedly, a violent reaction!

Mr Pearson proposed that three houses should be built in the north-eastern corner of the paddock, adjacent to the road and roughly facing Nos 39 and 41. In addition he wanted to build a single house in the south-western corner of the paddock, virtually behind No 30, with access to the road by the strip of land which Mr Buchanan had carefully retained in that vicinity.

An extraordinary general meeting of the Association was held on 18 January 1993 “to consider these proposals and to determine what action the Association should take in the matter”. This was attended by 45 members and 17 proxies, together representing almost 90% of the Membership, who voted unanimously that both proposals should be vigorously resisted. Accordingly the Association’s Solicitor addressed a strong letter of objection on their behalf to the Planning Authority – namely Stroud District Council – and also drawing attention to the existence of the undertaking of 14 February 1969 which they considered imposed a restriction on the proposed development. Very many residents also expressed their own personal views by way of separate letters.

The applications were considered by the Planning Committee on 9 March 1993 and both were rejected, whereupon Mr Pearson lodged an appeal to which the Association and many individual residents again objected.



## Bownham Park

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On 29 April 1993 the Association instructed Mr Philip Hodges (who at one time had been the Solicitor to Stroud District Council but now operated as an Independent Consultant) to offer professional advice on a fee basis – and if so agreed at a later date, to represent the Association at an Appeal Hearing.

Urgent exchanges between Officers of the Association and Mr Hodges enabled a comprehensive statement to be prepared and this (along with corresponding statements prepared on behalf of Mr Pearson and Stroud District Council) was made available to the Inspector who chaired the Informal hearing held at Ebley Mill on 1 September 1993.

The Association was represented at the Hearing by Mr Hodges and the author and three or four members attended as “members of the public”. The Inspector received the written submissions and heard supplementary verbal argument from all parties. In the course of the Hearing there came to light a letter addressed to Mr Pearson dated 22 May 1992, signed by an Officer of Stroud District Council “confirming that the Council will not object to release of the Section 19 undertaking (the Undertaking by Mr Buchanan dated 14 February 1969) in the event that Planning Permission is granted”. This was roundly condemned by the Association’s representatives as not having the full authority of the District Council.

Following a site inspection by most of those attending the hearing, the Inspector retired to consider his decision, which he made known three weeks later in a letter dated 23 September 1993. In this judgement the part of the application relating to the three houses in the north-east corner of the paddock was rejected, but conditional Planning Consent was given in respect of the proposed single house to the south-west.

The Inspector made it plain in his letter that he was not empowered to adjudicate on any aspects other than those covered by Section 57 of the Town and Country Planning Act of 1990 – in other words the question of the relevance or otherwise of the Buchanan Undertaking was out of his jurisdiction.

The Association became aware of the intention of Stroud District Council (who had inherited the role of the County Council in this matter, following Local Government reorganisation) to consider, at a meeting on 14 December, a recommendation from their Officers that the Buchanan Undertaking should be varied to enable the Planning Consent to be implemented. Legal advice given professionally by the Chairman of the Association’s Solicitor, led to the issue of a letter dated 10 December to the Solicitor of the District Council pointing out the legal risks to his Principals of allowing the Undertaking to be varied. Legal precedents were quoted and an intent was expressed to call for a judicial review should consent be given without further consideration and consultation.

## Bownham Park

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A representative of the Association attended the meeting as a member of the public and made a concise record of the proceedings relating to this matter. Despite the advice of some of their Officers, the meeting decided by a majority vote to refuse to vary the Undertaking and so Mr Pearson was denied permission to implement the Planning Consent granted by the Inspector.

This decision was confirmed by the Planning Department of the District Council in a letter to the Secretary dated 11 January 1994. The letter pointed out that if he so chose, Mr Pearson could seek a review of the matter in the Lands Tribunal and that should he do so, the Association would be advised.

Nothing further was heard of the matter, and as Mr Pearson has subsequently sold the property to Mr & Mrs Abingdon (September 1996) who indicate that they have no intention of trying to develop the paddock in any way, the subject is considered closed. None-the-less it will be wise to keep this information available – it constitutes a two-inch thick wad of papers – in case some future owner of the paddock revives the proposals to build thereon.

The cost of the advice given by Mr Hodges, including his disbursements amounted to a total of £2,720.

## Chapter 15

### The Roads

As recorded in earlier Chapters, the base of the road through Phases 1 and 2 was constructed by Mr Buchanan and the top macadam coat was applied in December 1975 under a contract placed by the Association. The road through Phase 3 was constructed and completely finished by Bovis somewhat earlier in that same year.

The roads were never constructed to the standard that would be required by the Local Authority if they were to be adopted and furthermore the original transfer of the roads and drains to the Association from Mr Buchanan was conditional upon the Association not requesting or carrying out works which might lead to the adoption of the estate roads as public highways, nor to install street lights.

Although the Annual reports and Financial Statements prepared by the Secretary state that the freehold roads, verges, sewers, drains and amenity land owned by the Association have no significant value, the fact remains that the roads are the Association's most valuable asset. It is important, therefore, that the road surface should be preserved and maintained.

Relatively small areas had been re-surfaced from time to time, but by 1994 the Secretary had become seriously concerned at the perceived deterioration of the roads and the need for a long-term strategy to deal with the situation. Accordingly, following discussion at Council Meetings, he made a comprehensive presentation to Members present at the 19<sup>th</sup> Annual General Meeting held on 28 June 1994.

The presentation covered the condition of the roads and anticipated a rolling repair programme which would lead to the re-surfacing of the whole road system within the Estate over the following 7 years. Although annual subscriptions had enabled a reasonable capital investment to be built up, this was insufficient to meet the cost of the new works estimated to cost at least £50,000. Unless the Company were to incur a substantial deficit, therefore, he concluded that a significant increase in the annual subscription was required.

## Bownham Park

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As may be imagined, a lively debate followed, with self-appointed experts (including the Secretary) pontificating on the need or otherwise to take the problem seriously. After much discussion an overwhelming majority of members supported the proposed increase in subscription (to £95.00 per annum, index linked) and agreed that limited work should be done in the following year. To allay concern that some work might be done prematurely it was agreed that at each following Annual General Meeting a report would be made to Members who would then have the opportunity to judge the wisdom of whatever recommendations might be made for further repair work.

From this decision flowed the formation of a Roads sub-Committee, consisting of three individuals from within the elected Council of the Association. This body has met on several occasions since that time and by taking regular photographs and maintaining a careful record of the condition of the road surface a bank of data is being developed so that decisions about future work can be based on factual evidence rather than subjective opinion. The upper cattle grid pit was completely re-built in 1992 and the one at the east entrance in 1995, whilst the whole of the top entrance road was re-surfaced in 1996.

Notwithstanding the restriction imposed by Mr Buchanan, in 1996 an informal approach to Stroud District Council confirmed that there was no prospect of the roads being adopted, if for no other reason than there are no footpaths – clearly an impossible provision in present circumstances.

Appendix 5 shows the way the capital assets of the Association have been built up over the years and the forecasts made by the author to the Annual General Meeting in 1994.

Ever since the Association was formed, concern has been expressed about the risk of accidents arising from the several blind and dangerous corners in the Estate. Matters were brought to a head at the 19<sup>th</sup> Annual General Meeting held in 1994 when, after extensive debate, it was agreed that expert advice would be obtained and specific recommendations presented the following year.

Accordingly a report was commissioned from Consulting Engineers Halcrow and Partners, at a cost of £500. After much discussion at the 20<sup>th</sup> Annual General Meeting on 5 July 1995, a number of their recommendations were adopted and implemented shortly thereafter.

It is important the Residents should be aware that although it is a private road within the Estate, the Road Traffic Acts still apply, so that motor vehicles travelling upon it need to be taxed and insured.

## Bownham Park

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Addendum – January 1999

During the late summer of 1997, rather less than half the extent of “main” road within the estate was re-surfaced at a cost of about £6,800.

At the AGM held on 7 July 1998 it was agreed that the remainder of the “main” road within the estate should be re-surfaced in the spring of 1999 at an estimated cost of £25,000, leaving the “Bovis spurs” and minor remaining areas to be treated at an unspecified future date.

## Chapter 16

### The Drains

The drains are out of sight and usually out of mind. Some minor work has been done over the years to repair a few of the intercept chambers of the foul drainage system and occasional blockages have had to be cleared, but generally no real problems have arisen – yet! The surface water gullies have been cleaned out on a couple of occasions, but they too have caused little problem.

Foul drainage from the Estate flows by gravity into the public sewer beneath the common outside No 63. The system serving Phase 3 and the eastern section of Phase 1 joins another drain flowing southwards from the top entrance through Phase 2 and then through the southern part of Phase 1. The final discharge into the public sewer is via a pipe which lies roughly beneath the boundary between Nos 61 and 63.

In the Transfer to the Association dated 2 December 1975, Mr Buchanan reserved a right to connect possible future properties into this drainage system and if the proposed development referred to in Chapter 7 had materialised, this obligation would have been relevant. He also included a stipulation that the drains should never be taken over by the Local Authority (he seemed to have an inherent mistrust of any such bodies), but nevertheless consideration was later given to such an arrangement. At the request of the Association, Stroud District Council inspected the system, but reported in a letter dated 21 October 1977 that a large number of items required attention if their standards were to be met and it was decided not to pursue the matter further as the cost would have been prohibitive.

Surface water is taken from the roads of Phases 1 and 2 through gullies to adjacent soakaways, supplemented by a French drain which lies adjacent to the road beneath the front gardens of Nos 24 to 30. Phase 3 is different, however, and hereby hangs a curious and convoluted tale.

Bovis arranged that surface water from Phase 3 should be piped to a remote soakaway, situated at the end of the garden of No 31. Unfortunately the land in which the soakaway (and associated settlement chambers) lies was not part of the plot of No 31, but inadvertently was included in the garden of No 30 Bownham Mead – the adjacent development, also by Bovis – built in about 1976-78.

## Bownham Park

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The actual construction, from memory of a site inspection made about 1978, comprises two adjacent rectangular concrete chambers, each some six to eight feet across and six feet deep, covered by concrete “planks” flush with the ground. Each pit contains a settlement chamber and spill water discharging into a group of (buried) holes drilled into the underlying rock. Clearly the Association must have a right of discharge to these sumps and a right of access to inspect and, if necessary, to clear them of silt and accumulated debris, but Bovis totally mismanaged the question of ownership of, and access to, this area. They appear to have believed that if it was ignored, the problem would somehow go away!

While the legal wrangle continued, inspection of the sumps indicated that they needed to be cleared of silt and builders’ debris which had presumably been carried in from Bownham Park along the surface water drainage system. An attempt to remove this material by suction in December 1979 was totally unsuccessful and recourse was made to the use of a mechanical excavator in March 1980. The owner of the property in Bownham Mead was reimbursed £30.00 for the damage caused to his garden.

In May 1981 the Association’s Solicitor was still pressing Bovis for a solution to the problem and by July 1982 the situation was exacerbated by the fact that the owner of No 30 Bownham Mead was then trying to sell his property, but could not do so while the matter of the sumps remained unresolved.

The new purchaser of the house in Bownham Mead decided to ignore the advice of his own solicitor and proceeded with his contract, hoping that the matter would be satisfactorily resolved in due course. Regrettably, Mr Adams, who had been the Partner of A E Smith & Son who had acted for the Association from its formation, died most unexpectedly about this time and in the absence of any pressure from other parties to deal with the problem, it lapsed into obscurity.

The Secretary then attempted to revive the subject, using as a basis a draft agreement between the Association, the Bownham Mead Association, the owner of No 30 Bownham Mead and Bovis prepared by Mr Adams in 1982. Unfortunately, the matter remains unresolved.

On October 1<sup>st</sup> 2011, responsibility for the sewers was taken over by Severn Trent under an Act of Parliament. This removed a considerable concern as the sewers were aging and relieved the Association of the need to provide funds for their upkeep.

## Chapter 17

### Other Services

Every covenant includes the right of the Association or its servants to enter individual properties in order to lay and maintain services such as electricity, gas and water.

#### Electricity

Mr Buchanan sold two small parcels of land to the Midlands Electricity Board to accommodate electricity substations. Although both have been fenced, only the one to the east of the paddock has been utilised. In 2010 the Association purchased the unused sub-station enclosure for use as a stage area. Before the roads were surfaced by the Association in 1975, various road crossing ducts were installed and it is hoped that it will never be necessary to lay new cables under the roads, although with the unstable nature of the ground in some parts of the Estate, emergency repairs will doubtless be required from time to time.

#### Gas

The Estate is served by a gas main lying generally under the roadway. Apart from some work being required in about 1978, this system has given no trouble except for a fracture of the main which occurred outside No 77 in 1995, apparently due to ground movement.

#### Water

The water mains and connections therefrom to individual properties were installed in a most haphazard manner and as a result, leakage has been difficult to identify and has caused inconvenience to some Residents even though the pipes concerned did not serve their property. Nevertheless no major difficulties have occurred over the past 25 years.

#### Telephones

This is the most unsatisfactory service in the Estate. The cables laid by Mr Buchanan were inadequate in size (apparently there was a view at the outset that provision of a telephone service to the Estate was scarcely even necessary). The cables generally follow the edges of the road, but were laid at a depth of only a few inches, with vulnerable junction pints frequently mounted above ground.



## Bownham Park

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Development in communications have led to an increasing demand for individual lines and ground movement and the ingress of water has caused countless faults and complaints.

In 1994 British Telecom were persuaded to install a new duct beneath the top entrance road which connected to the system in Phase 3 and also ran for a short distance in the road in front of No 91.

British Telecom extended this duct in the road way as far as No 61. This enabled a more comprehensive and reliable service to be provided and also that the work will be done before the next stage of road re-surfacing took place.

### **House Numbering**

The present house numbering system was developed by Stroud District Council and was adopted on 19 January 1978 – see Appendix 7. No provision was made for the erection of any properties additional to those that had been approved at the time.

The numbering is clockwise, with odd numbers on the outside and even numbers on the inside. This causes some confusion to visitors, especially as numbers are not boldly displayed on every house. Proposals to erect a notice board at one or both entrances, on which an Estate plan might be displayed, have so far been rejected in view of the likelihood of vandalism.

### **Adjacent Properties**

The Lodge has never been part of the Estate development by Mr Buchanan. It used to be known as “Fairfax Lodge” and on 2 November 1978 a request was received from the then owner, Mrs Wingrove, for permission to construct an access from the Association’s road to provide an entrance to a new bungalow she wished to build in her garden. This was refused in a letter dated 5 December 1978.

On 23 October 1979 Mrs Wingrove sought Planning Consent to build three houses in her garden and this was refused, following appeal on 21 November 1980.

By 1984, when she sold the property to a developer, Planning Consent was given to build a 30-bed nursing home on the site, but this did not proceed.

## Bownham Park

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The present development, now called Shepherd's Well (presumably because a well was found just to the north of the Lodge) was strongly resisted by the Association, including a further request for access from the Association's road, but Planning Consent was granted by Stroud District Council in 1993 to the restoration of the Lodge and the construction of six large houses. What a pity the Association did not allow access for that one property in 1978, for this would undoubtedly have prevented the current over-development of the site.

### **Neighbourhood Watch**

Although not strictly a function of the Residents' Association, a Member has taken on the duties of Neighbourhood Watch Co-ordinator since 1988.

## Chapter 18

### The Association today

The principles governing the affairs of the Association which were established in the beginning have proved to be sound and reasonable. As a result, no changes were made to the Memorandum and Articles of the Company for many years.

There was, however, discussion at the 20<sup>th</sup> Annual General Meeting held on 5 July 1995 regarding the provisions for Membership and associated voting rights at General Meetings of the Association. The founding Articles specified that only one of joint owners of a property could be a Member and as this was frequently the male member of the household, his spouse had to be appointed as proxy if he was unable to attend. This caused some irritation and real problems if the Member found at short notice that he was unable to attend a General Meeting.

That meeting directed the Council to propose a set of considered revisions to the Memorandum and Articles of the Association for presentation to the following Annual General Meeting. This was done and a new document containing appropriate revisions allowing any one of joint owners to act as the member was presented to and accepted by the Members at the 21<sup>st</sup> Annual General Meeting held on 2 July 1996.

Over the years, procedures have been developed to define the duties of the Secretary and to establish routines for dealing with applications for property modifications, property transfers and so on. These are outlined in a document entitled “Duties of the Secretary” and have been handed down, with very little change, since the Association was formed.

There has never been 100% membership of the Association, but it has always exceeded 90% of those eligible and at the time of the proposal to develop the paddock referred to in Chapter 7, all but two Residents (one of whom was Mr Pearson) were Members.

The Association is no more and no less than what its Members choose to make it. Its continuing health depends upon the willingness of a small number of individuals to carry the burdens of office – notably the Secretary and the Treasurer – and as so often happens, and as can be seen by a study of Appendix 4, not many different names appear against these titles for the 21 years that the Association has been in existence. Nevertheless we have confidence that such people will be found in future years to maintain the stability of the Association.

## Bownham Park

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For it is a sobering thought that if this does not happen and the Association is disbanded, its assets – and in particular the roads – will pass into the hands of the Official Receiver. What a pickle that would be, and what a blight it would cast upon the prospects of any Resident who wished to sell his/her house.

So the Association must and will continue for so long as there are houses here and people want to live in them. Good luck to future generations!

## Chapter 19

### The Missing Years

Since writing the history of the development of the Bownham Park Estate, which was published in April 1997, carried out further research has been carried out into the period 1942 – 1965 which has led to the need for minor corrections and provided additional material which is set down in this extra chapter.

Mr Paddison lived at Bownham Park until late 1941 or early 1942 (not 1939 as previously stated) and following his death the property was sold at auction, on behalf of his executors, on 27 November 1942 for about £14,000. The purchasers were the Barnwood House Trust, which provided medical care in the area, mainly for mentally disturbed patients. The Trust operated a hospital in Gloucester and had recently bought Woodchester Park (including the Mansion) with the object of using it as an additional hospital facility. The reason for the purchase of Bownham Park was “to provide auxiliary housing for ladies within easy reach of Woodchester Park against the time of removal to the new site. Meantime it was hoped to let Bownham Park to some public authority”.

During the following year negotiations between the Trust and representatives of the Soldiers, Sailors and Air Force Association (SSAFA) led to the lease of the main house which was to be used as a hostel for the wives and children of Servicemen.

The front page of the Gloucester County Advertiser dated 5 July 1946 carries a photograph taken by W Adams of Rodborough on the previous Saturday, 29 June showing some of the dignitaries present on the occasion of the official opening of the hostel (then called a convalescent home). The accompanying report tells that the ceremony was performed by HRH The Princess Royal, who was received by the Duke and Duchess of Beaufort. The Princess apparently expressed some regret that there were no blinds or curtains and that many homely amenities were still missing, but she said that “where there’s a will there’s a way”. Representatives of the Trust replied that they had found it difficult even to reach this stage over the previous two and a half years and clearly the project was scarcely viable as the lease terminated in 1949.

At this time the Trust decided to use the property themselves to accommodate lady patients and as the great conservatory to the north-west of the house was judged unsafe, it was demolished. For reasons which are unclear, however, the Trust did not proceed in this way and decided to let the property again. There was a long period during which many people came to view the property, but none chose to take it until the summer of 1952, when the Trust obtained Planning Consent on 3 July for a change of use of the main house from a hostel to a boarding school. (S1477)

## Bownham Park

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The new tenant (name not known) appears to have been a disappointment, for in 1854 unpaid rent was recovered and the tenancy terminated. Meanwhile the Trust had sold Woodchester Park and was clearly reviewing its involvement in this area.

On 21 October 1954 the Trust applied for Planning Consent for the erection of dwellings in the estate and the construction of new pedestrian and vehicular access (S 1477a/1), but this was later withdrawn as the Trust appeared to have yet another change of heart. On 25 May of the following year, however, the local firm of E A Chamberlain Ltd was granted Planning Consent (S1477/a) for a change of use from school to hostel (single men only), and shortly thereafter bought the property for £10,000. The exact extent of the property that changed hands is not known, although it is clear that the Trust retained Gravel Hill House which it proposed to let as a separate entity.

E A Chamberlain used the house to accommodate some of the Polish workers employed in their pressboard factory in Nailsworth and on 4 January 1956 they obtained permission to rebuild a derelict building to form a new dormitory block (reference S 1477/c), although it is not known whether this work was actually carried out. As time passed, the need for the hostel diminished and the cost of maintaining the building rose and so it was that in 1960 Chamberlains applied for consent for residential development. This was refused on 6 July 1960 and an appeal lodged on 24 August of that year was later withdrawn (S 1477/d).

It is evident now that Chamberlains were contemplating selling the estate and on 7 June 1962 an application was made by Mr L A Cooper of Little Stodham House, Liss, Hants, representing himself as “a prospective Purchaser”, for the erection of 29 dwellings and conversion/alteration of five other buildings (Lodge Cottage, Garden House, Clock House, Vine Cottage and Barn Cottage). These can be identified today respectively as the Lodge (in Shepherd’s Well), the present numbers 43 and 45, the Clock House, the old billiard room near the Clock House (since demolished) and Horseshoes. This application was refused on 13 November 1962, but an appeal made two weeks later was allowed on 16 September 1963, subject to various conditions (S 1477/e). An area of 13 acres within the estate was also identified as a site for a Gloucestershire County Council ESN school.

This applicant, who later lived at the Lodge, did not proceed and the next Planning Consent was given to Florestan Securities Ltd (a Buchanan company) on 6 January 1965 for the erection of dwellings of a particular type (S 1477/f) and on the same day unconditional Planning Consent was given to Florestan Securities for the construction of roads and the layout of 42 building plots (S 1477/g). The plan attached to the application showed the main house with a note “Bownham House – to be demolished”, but there was no reference to this in the text of the application and the granting of consent to the proposed development gave implicit approval to this demolition as the house was not scheduled.

## Bownham Park

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On 27 February 1965 (not 1964 as previously stated) Florestan Securities acquired the land and buildings which comprise the present extent of the Estate for the sum of £17,000, but it appears that Chamberlains retained the remainder of the original estate on which the school, Bownham Mead and Shepherds well were later built.

## Appendix 1

### Information from property registers regarding acquisition of the Estate by Mr Buchanan

Mr R I Buchanan purchased the Bownham Park Estate in 1964. He operated through two Companies, Florestan Securities Ltd and Wigborough Estates Ltd and he also made deals with Gwenda Fell, who subsequently became his wife.

The Estate was divided into a number of parcels and the following information summarises some of the early transactions

- 31.01.64 Main area from E A Chamberlain Ltd to Florestan Securities Ltd for £17,000
- 27.11.64 Part of Phase 1 from Florestan to Wigborough for £3,000
- 01.01.67 Area of Phase 1 substation from Florestan to MED for £1
- 14.11.69 Paddock area from Florestan to Gwenda Fell for £2,000
- 30.12.69 Area of roads from Florestan to Wigborough
- 03.09.71 Area of Phase 3 from Florestan/Wigborough to Bovis New Homes (Western) Ltd for £33,000
- 21.09.71 Area of Phase 2 substation from Florestan to MEB for £1
- 03.11.72 Deed of Rectification to Bovis Transfer

The following information is also important:

- 22.01.65 Tree Preservation Order covering general areas of the Estate as well as a number of individually identified specimen trees.
- 14.02.69 Undertaking by Florestan to Glos C C re woodland areas and maintenance of footpath.
- 04.02.70 Letter from Gloucester C C confirming that the estate roads will not be adopted by the C Council and that the Developer is responsible for "making a proper junction of this Estate road with the public highway".
- 11.05.73 Access roads leading to the Estate are subject to rights of way.
- 11.05.73 Estate footpaths are subject to rights of way.



## Bownham Park

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### Appendix 2

#### Original (Phase 1) purchases from Florestan/Wigborough

PLOT NO	HOUSE NO	PURCHASER	DATE	PRICE £	NOTES
9	31	Buchanan	30.04.70	7,895	
10	33	Oliver	10.04.68	2,000	Land only
11	39	Band	15.01.69	8,950	
12 & 14	35 & 37	Sutcliffe	31.05.68	3,750	Land only
13	41	Myers	18.06.68	7,250	
15 (unit 1)	45	Watkins	12.07.66	3,995	
(unit 2)	43	Bond/Creedy	15.07.66	3,850	
16	47	Fincher	16.03.67	1,500	Land only
17	51	Stanbridge	22.03.68	1,500	Land only
18 (Clock Ho)	49	Buchanan	22.09.65	4,750	
19	53	Jennings	14.07.67	1,700	Land only
20 (Horseshoes)	55	Loveland	30.12.65	500	Part plot
21	57	Loveland	21.03.66	1,500	Land only
22	59	Fox	07.11.68	7,250	
23 & 24	61 & 63	Smith	28.02.67	3,000	Land only
25	65	Addis	23.09.68	7,250	
26	67	Crowley	.06.69	7,250	
27	69	Elliott	05.12.68	7,250	
28	71)	Jones	07.06.67	1,750	Land only
29	71)	Vick	03.04.67	2,000	Land only
30	75	Norman	23.07.70	1,000	Land only
33 & 34	30 & 28	Bowen	16.01.67	3,500	Land only
35	26	Boyle	04.06.70	7,895	
36	24	Fraser	27.01.69	2,000	Land only
40	22	Kirrage	15.02.72	10,150	
42	20	Elliott	05.05.72	10,150	
44	18	Radford	13.03.72	11,000	

Total number of plots – 29 (Plot 15 regarded as one)

Notes:

Intended Plots Nos 1-8 replaced by Phase 3 (Bovis) development

Intended Plots Nos 31, 32, 37, 38, 39, 41 & 43 replaced by Phase 2 development

# Bownham Park

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## Appendix 3

### Residents' Association Committee members prior to formation of the Company

YEAR APP'TD	CHAIRMAN	SECRETARY	TREASURER	ORDINARY MEMBERS
1970	F Smith	Mrs G Band		P Elliott, J Fincher, J Watkins
1971	P Elliott	Mrs G Band	J Fincher	R Jones, F Smith Mrs P Oliver
1972	R Jones	Mrs G Band	J Fincher	D Barker, D Boyle, D Handel, F Smith, Mrs P Oliver
1973	D Boyle/ D Handel	Mrs G Band	D Hall	D Barker, R Jones, A Meredith, J Milner, F Smith
1974	D Handel	Mrs G Band/ S Newey	D Hall	D Barker, R Jones, F Smith
1975	S Newey	S Newey	D Hall	D Barker, W Fraser, R Jones, A Meredith, F Smith, D Taylor

## Bownham Park

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### Appendix 4 Residents' Association Council Members subsequent to formation of the Company

Year App'td	Ch'man	V-Ch'man	Secretary	Treasurer	Ordinary members
1976	D Taylor	D Zabban	S Newey	G Hatcher	Mrs Band, W Fraser, L Haughton
1977	D Zabban	W Fraser	S Newey	G Hatcher/ J Gordon	Mrs Band, J Manley, L Haughton, D Taylor
1978	W Fraser	R Jones	S Newey	J Gordon	Mrs S Bennett, F Butler, J Manley, D Taylor
1979	F Butler	W Fraser	S Newey	J Gordon	R Barriball, J Manley T Brandenburg, D Taylor
1980	W Fraser	D Taylor	S Newey	M Cooper	T Brandenburg, W Parry
1981	D Taylor	W Fraser	M Clements	M Cooper	N Newbigging, S Newey, W Parry
1982	S Newey	J Gordon	M Clements	M Cooper	C Chapman, N Newbigging
1983	J Gordon	W Fraser	M Clements	L Smale	R Englefield, L Slade W Parry, G Streets
1984	G Streets	R Englefield	M Clements	L Smale	J Gordon, G Streets, J Wilcock
1985	R Englefield	G Streets	M Clements	L Smale	J Gordon, B Vernon, L Haughton, J Wilcock
1986	L Haughton	B Vernon	M Clements	L Smale	R Englefield, G Streets
1987	G Streets	R Englefield	M Clements	L Smale	B Vernon, Mrs A Warren-Smith
1988	M Cooper	Mrs W- Smith	M Clements	L Smale	R Englefield, E Porter, J Gordon, R Greenway
1989	J Gordon	E Porter	M Clements	L Smale	M Cooper, R Englefield R Greenway, Mrs A Warren-Smith
1990	D Taylor	W Fraser	M Clements	L Smale	R Englefield, J Gordon, E Porter
1991	D Taylor	R Englefield	M Clements	L Smale	S Newey, N Pegg, E Porter
1992	D Taylor	E Porter	S Newey	J Whitbourn	N Pegg, R Smith
1993	R Jones	D Taylor	S Newey	J Whitbourn	N Stapleton, P Waggett
1994	R Jones	S Newey	P Waggett	J Whitbourn	W Bowen, S Hooper C Chapman, N Stapleton
1995	R Jones	S Newey	P Waggett	J Whitbourn	W Bowen, S Hooper, C Chapman
1996	R Jones	W Bowen	P Waggett/ S Newey	J Whitbourn	W Bowen, C Chapman M Clements

## Bownham Park

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Year App'td	Ch'man	V-Ch'man	Secretary	Treasurer	Ordinary members
1997	R Jones	W Bowen	S Newey	J Whitbourn	C Chapman, S Bennett M Clements, J Arnison
1998	R Jones	S Bennett	S Newey	J Whitbourn	C Chapman, K Moseley, J Arnison, S Hanks, M Lane
1999	S Newey	S Bennett	J Whitbourne	S Hanks	C Chapman, K Moseley M Lane
2000	S Bennett	K Moseley	J Whitbourne	S Hanks	D Whittaker, A Greenwood S Newey
2001	S Bennett	S Newey	D Whittaker	J Greenwood	J Whitbourne, M Adams
2002	S Bennett	S Newey	D Whittaker	S Hanks	A Greenwood, E Odell J Whitbourne
2003	S Bennett	S Newey	D Whittaker	S Hanks	J Whitbourn, A Greenwood G Bonnar. K Eyles
2004	S M Bennett	S Newey	D Whittaker	S Hanks	J Whitbourne, G Bonnar, A Greenwood, K Eyles
2005	S Bennett	S Newey	D Whittaker	S Hanks	A Greenwood, G Bonnar K Eyles
2006	S Bennett		D Whittaker	S Hanks	A Greenwood, J Britton, K Eyles, T Allen, J Lloyd
2007	T Allen		D Whittaker	S Hanks	S Bennett, A Greenwood, K Eyles, J Britton, J Lloyd
2008	T Allen		D Whittaker	S Hanks	S Bennett, A Greenwood, K Eyles, J Britton, J Lloyd
2009	T Allen		D Whittaker	G Lloyd	K Eyles J Britton, J Kelsey J Lloyd, A Greenwood
2010	T Allen	J Lloyd	D Whittaker	G Lloyd	K Eyles, J Britton ,A Doolin
2011	G Hopkins	J Lloyd	M Clements	G Lloyd	K Eyles, W Richards J Kelsey
2012	G Hopkins		M Clements	N Pegg	K Eyles, J Kelsey, W Richards, R Smith
2013	G. Hopkins		M Clements	N Pegg	K Eyles, D Kilmister, W Richards, R Smith
2014	G. Hopkins		M Clements	N Pegg	K Eyles, D Kilmister, W Richards, R Smith, J Stevens
2015	G. Hopkins		M. Clements	J. Stevens	K Eyles, D Kilmister, W Richards, R Smith
2016	G. Hopkins		M. Clements	J. Stevens	K Eyles, D Kilmister, W Richards, R Smith

# Bownham Park

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## Appendix 5

### Subscriptions and the growth of the Association's Funds

Year	Subscription £	Balance @ year-end	Expenditure on road works £
1977/78	25.00	303	
1978/79	25.00	1,964	
1979/80	25.00	3,556	
1980/81	25.00	5,247	
1981/82	25.00	6,944	
1982/83	27.50	7,782	
1983/84	25.00	8,994	
1984/85	25.00	10,329	
1985/86	25.00	11,872	
1986/87	25.00	10,505	
1987/88	25.00	11,872	
1988/89	40.00	14,770	
1989/90	42.00	17,996	
1990/91	45.00	16,583	
1991/92	49.00	20,052	
1992/93	53.00	22,376	
1993/94	55.00	23,046	
1994/95	57.00	23,719	
1995/96	95.00	29,316	
1996/97	98.00	30,695	
1997/98	100.00	22,257	
1998/99	100.00	28,946	
1999/00	100.00	14,746	20,224
2000/01	100.00	21,028	176
2001/02	100.00	17,693	8,054

## Bownham Park

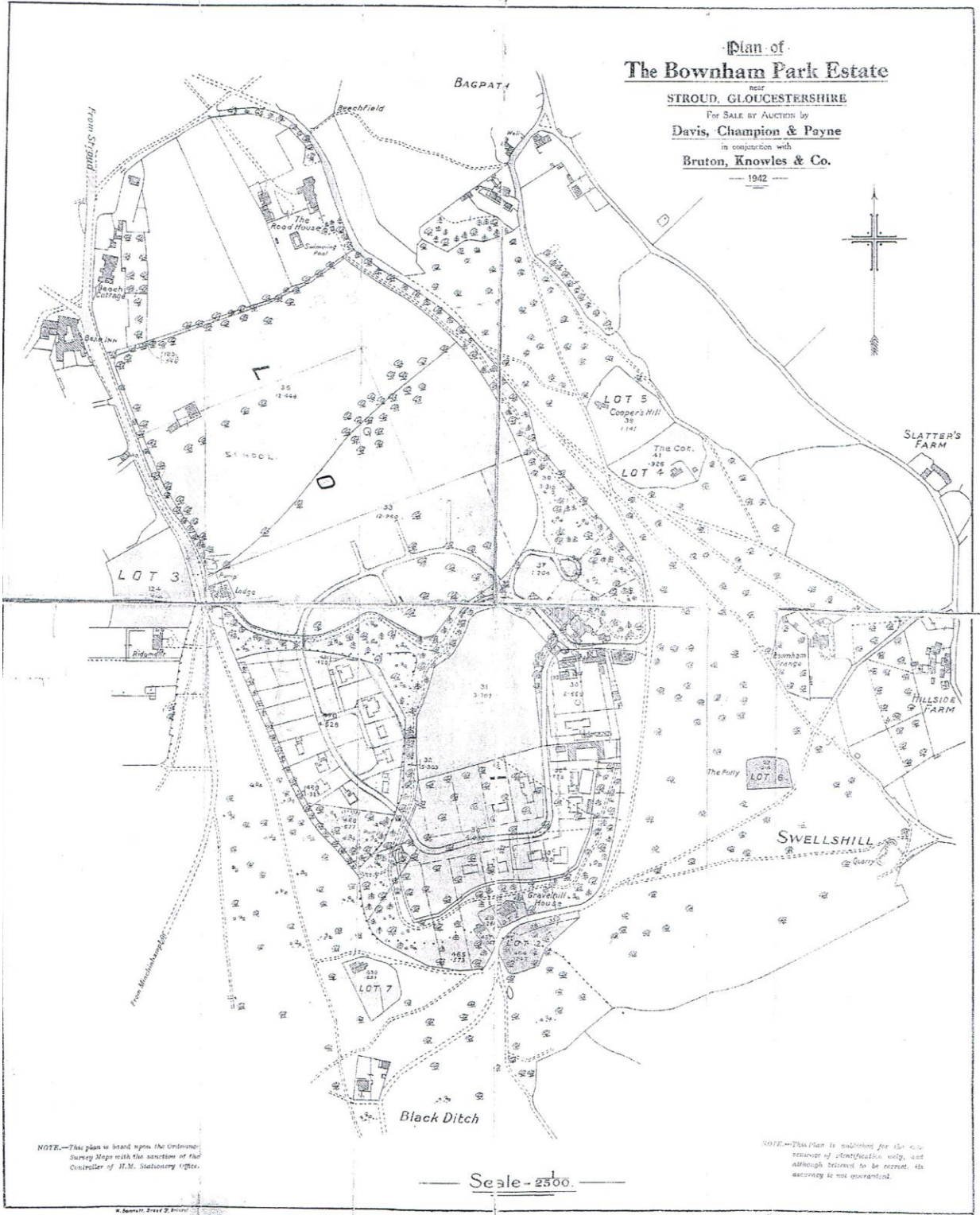
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Year	Subscription £	Balance @ year-end	Expenditure on road works £
2002/3	100.00	4,624	888
2003/4	120.00	9181	352
2004/5	120.00	7,310	594
2005/6	125.00	8,801	1,091
2006/7	125.00	9,869	624
2007/8	125.00	15,537	118
2008/9	150.00	16,774	1,583
2009/10	150.00	10,337	5,593
2010/11	250.00	11,389	386
2011/12	200.00	25,814	1,011
2012/13	200	33,760	4,215
2013/14	200	40,935	5,920
2014/15	220	52,947	1,267
2015/16	220	65,457	2,080

# Bownham Park

## Appendix 6

### Plan of the Estate prepared for Sale in November 1942



# Bownham Park

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## Appendix 7

### Photographs of the original Bownham Park House





# Bownham Park

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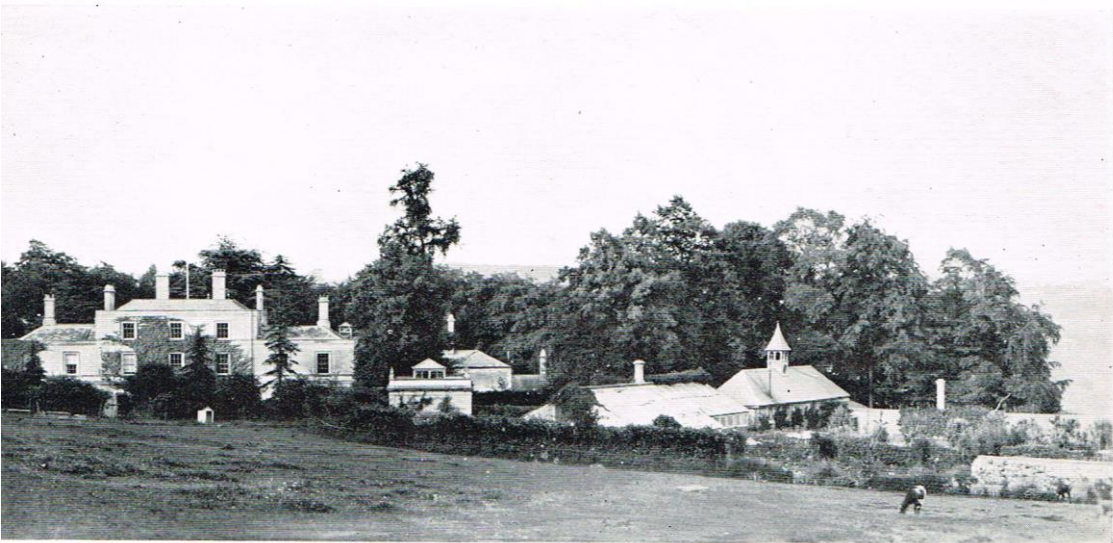


The Residence and Winter Garden.



# Bownham Park

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The Clock House can be seen centre right