

# QUEENSWOOD GARDENS LIMITED

Company No. 4473572 – Registered in England & Wales  
Registered Office: 164 Cranbrook Road, Ilford, Essex IG1 4NR

## MINUTES OF THE ANNUAL GENERAL MEETING HELD AT THE ALDESBROOK BOWLING CLUB, WANSTEAD, LONDON, E11 AT 8PM ON WEDNESDAY 21<sup>st</sup> NOVEMBER, 2012

### **Present:**

Griff Griffith (Company Secretary)  
Bob Haswell (Treasurer)  
Len Kerridge  
Pauline Thurman  
Mike Thompson  
Gerald Cox

### **In Attendance:**

Steve Barrable (Hull & Co)

There were six shareholders present. Apologies had been received from Derek Mitchell (Auditor – the Kings Mill Partnership) and from Mr Mulrooney, flat 9; Mrs Welham, flat 21; Mr Taylor, flat 35; Mr Harrison, flat 52; Mr Penny, flat 59; Mr Living, flat 117; Mrs Tully, flat 119; M&R Duke Investments Ltd, flat 142.

### Agenda

#### Item

- 1 **To approve the Minutes of the Annual General Meeting held on 8<sup>th</sup> December 2011:**

Approval was proposed by Miss Kelly (Flat 49) and seconded by Miss McEwen (Flat 8).

*Vote: Unanimous in favour – the Minutes were agreed.*

- 2 **To receive and adopt the Directors' Report and Accounts for the year ended 31<sup>st</sup> March 2012:**

Adoption was proposed by Mr Barrable (Flat 62) and seconded by Miss Beasley (Flat 87)

*Vote: Unanimous in favour - the Report and Accounts were adopted.*

- 3 **To elect up to three Directors to act on behalf of the Company:**

Only two candidates had been proposed for election to the Board.

To re-elect Griff Griffith

*Vote: Unanimous in favour – Griff Griffith was re-elected to the Board*

To re-elect Bob Haswell

*Vote: Unanimous in favour – Bob Haswell was re-elected to the Board*

- 4      **To re-appoint the Kings Mill Partnership as Auditors to the Company and to authorise the Directors to fix the remuneration of the Auditors:**

*Vote: Unanimous in favour – the Kings Mill Partnership was reappointed as Auditors and Directors of Queenswood Gardens Ltd authorised to fix the remuneration of said Auditors*

**The formal part of the AGM then closed, and the floor was opened for questions from lessees.**

Miss McEwen asked if any more lease extensions had been sold. Bob Haswell said that there were some in the pipeline, two were with solicitors and some others had requested quotations of premiums payable for an extension.

Griff Griffith said that in one particular case, an offer had been made to the previous owner who had rejected the company's offer and sold his property. The new owners made a derisory offer which the board refused. The owners have taken up their option to serve a statutory notice under the Leasehold Reform Act. This would begin a process which could lead to the Leasehold Valuation Tribunal (LVT) deciding on the premium to be paid.

Miss Beasley asked how much this would cost. Griff Griffith said that if the case goes to the LVT then the company would have to pay for its own legal costs; if the LVT should give a significantly different valuation for a lease extension, then this could change what we charge in future.

A query was raised as to whether any LVT decision would affect what has been charged in the past. Griff Griffith said that previous premiums would not change as they had been calculated in good faith, and accepted by the relevant lessees. Griff Griffith explained that the costs were calculated on the market value of the property, in accordance with guidelines laid down in legislation.

Any new lease extensions granted were for 90-years on top of the existing lease period. The 900-year extensions granted to Founder Shareholders were no longer available. Bob Haswell reminded the meeting that Founder Shareholders loaned the company a sum of money to cover the freehold purchase costs of those lessees who did not take up the offer. He said that if all the five lease extension requests go through then there would be a good chance that the outstanding amount of the Founder shareholders' loans could be paid back at the end of the next financial year (2013-2014).

Griff Griffith said that once all the leases have been extended, then Queenswood Gardens Ltd would no longer have any ground rent or lease extension premium income and it costs money to run any company. The board, therefore, would prefer not to pay out all of its reserves, keeping money back to cover possible future operating

costs – and potential legal costs, too.

The lessees of one flat have been threatening to take legal action against the company for what they perceive to be an injustice against them. The case revolves around the period when the company was established to purchase the freehold of Queenswood Gardens. The lessees' solicitor failed to make the initial payment towards the purchase of the freehold, and a 900-year lease extension, within the deadline – and in fact had still not made the payment.

The lessees contends that since they were not aware of this, and had correspondence that appeared to confirm they were shareholders in Queenswood Gardens Ltd, they should be granted a 900-year lease extension and become Founder shareholders in the company.

Although the company's legal advice has been all along that the lessee is wrong, directors have had to contemplate the position that this might have to be resolved in a court of law. The board had therefore decided that, until either the lessee withdrew his claim or the case was resolved, provision needed to be made to cover any legal costs that might be incurred.

Miss Beasley asked why their solicitor has never been taken to court. Griff Griffith said that this was between the lessees and their solicitor. Griff Griffith said that their solicitor had been very unresponsive.

Miss Beasley said that if they paid by cheque, then there must be evidence. Griff Griffith said that the solicitor acknowledged that that he had his clients' money (and still did) but instead of sending it to Ormerods, the company's solicitors, he had written to them asking them what he should do with it – despite Ormerods having already given clear and unambiguous instructions on the need to make payment to them by a specific deadline – and consequently he and his clients had missed the deadline.

Griff Griffith said that although the money was still held by the lessees' solicitor, this doesn't stop the lessees making their claim. There have been lots of discussions during the year between the company and the lessees; the directors would be extremely happy to settle to avoid any legal costs, provided that the terms of settlement were not disadvantageous to the company's shareholders.

The meeting closed at 8:30pm