

FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference : CAM/22UH/LDC/2024/0611

Property : Weighbridge Court, 301 High Street, Chipping

Ongar, Essex CH₅ 9FD

Applicant : McCarthy & Stone Retirement Lifestyles

Limited

Representative : McCarthy & Stone Management Services

Respondent : The Leaseholders at the Property as listed in

Annex 3

Type of Application : To dispense with the consultation

requirements referred to in Section 20 of the Landlord and Tenant Act 1985 pursuant to

Section 20ZA

Tribunal : Judge JR Morris

Date of Application : 25 November 2024
Date of Directions : 19 December 2024
Date of Decision : 13 February 2025

DECISION

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Decision

- 1. The Tribunal is satisfied that it is reasonable to dispense with compliance with the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987).
- 2. The Applicant shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to all Leaseholders.

Reasons

The Application

- 3. On 8 July 2024 the Applicant applied for retrospective dispensation from the statutory consultation requirements in respect of qualifying works which are to replace the warden emergency call system and smoke alarm system including cabling (the Qualifying Works) which was damaged by a flood at the Property. The Operations Manager is submitting an insurance claim. The work is considered urgent as the emergency call system has failed due to the water damage and the Respondents are at high risk when requiring urgent assistance. The Applicant said that the House Estate Manager kept Leaseholders informed verbally through coffee mornings.
- 4. The Property is a purpose-built block of 60 one- and two-bedroom flats in an age restricted community. The Property comprises 47 one-bedroom flats and 13 two-bedroom flats held on long leases. In addition, there are communal areas. The total cost of the qualifying work was £148,851.79 which exceeds the threshold of £250.00 per unit which requires the Applicant to consult the Leaseholders in accordance with the procedure required under section 20 of the Landlord and Tenant Act 1985. The Applicant is obliged to consult the Leaseholders notwithstanding that the cost of the Qualifying Works is met from the Contingency Fund and not directly from the Leaseholders through the annual service charge.
- 5. The Leaseholders for the purposes of this Application are referred to as the Respondents whether or not they raise objections to the Application.
- 6. Directions were issued on 19 December 2024 which stated that the Application would be determined on or after 13 February 2025 based on written representations and without an inspection, unless either party made a request for an oral hearing by 23 January 2025. No request was received.
- 7. The Directions required the Applicant to send by 9 January 2025 to each of the Respondents, by hand delivery or by first class post and by email, if practicable copies of:
 - i. The application form without the list of leaseholders' names and addresses;
 - ii. The Directions:
 - iii. A clear concise description of the relevant works for which dispensation is sought;
 - iv. The estimate of the cost of the relevant works, including any professional fees and VAT;
 - v. Any other evidence relied upon; and

To file with the Tribunal confirming that this had been done and stating the date on which this was done.

- 8. On 27 January 2025 the Applicant confirmed that this Direction had been complied with on 6 January 2025.
- 9. The Directions also required those Respondents who opposed the application by 23 January 2025 to:
 - a) Complete the reply form attached the Directions; and
 - b) Send to the Applicant a statement in response to the Application together with any evidence and other documents upon which they wish to rely.
- 10. On 30 January2025 the Applicant sent an electronic Bundle to the Tribunal for the case to be considered in the belief that there were no objections to the Application. In fact, an objection had been received, which was sent to the Applicant and the Tribunal on 13 January 2025. By an oversight the objection was missed by the Applicant until it was drawn to its attention by the Tribunal on 30 January 2025. As a result, the Applicant had not fully complied with the Directions, therefore it applied to the Tribunal for an order extending the time for compliance in order that it could acknowledge and respond to the objection and include the objection and its response in the Bundle. The Tribunal agreed and issued Amended Directions on 7 February 2025.
- 11. Following the Tribunal's Amended Directions, the Respondent contacted the Applicant and Tribunal stating that the reply to the Application was only intended to provide contextual evidence to the Applicant's failure to communicate as part of the due process and withdrew the objection to the Application itself. The Tribunal accepted the withdrawal, set aside the Amended Directions, and reverted to the Original Directions.
- 12. Therefore, no objections were received to the Application.

The Law

- 13. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.
- 14. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations are summarised in Annex 2 of this Decision and Reasons.
- 15. Section 20ZA allows a Landlord to seek dispensation from these requirements, as set out Annex 2 of this Decision and Reasons and this is an Application for such dispensation.

Submissions & Evidence

- 16. The Applicant provided a bundle to the Tribunal which included:
 - A copy of the Lease,
 - The Application Form
 - The Directions.
 - Correspondence re Directions
 - General timeline of events
 - OpenView Report
 - Tender Specification from AHR Building Consultancy
 - OpenView Quotation
 - T2 Digital Quotation
 - Tender Adjudication and Costs
 - T2 Digital final invoice
 - Applicant's Letter to Respondents
- 17. These together set out the Applicant's case as follows:

The Lease

- 18. A copy of the version of the Lease dated 3 April 2013, which was understood to be common to all the Flats, was provided. Leases are for a term of 125 years from and including 1 June 2012. The relevant provisions of the Lease are:
 - a) Under Clause 1 of the Lease the following Definitions apply:
 "Building" the building (s) forming part of the Estate and comprising apartments together with Estate Managers Suite, residents' lounge(s), residents' dining room, function room, guest bedroom(s) and other communal facilities
 - "Estate" the land and premises belonging to the Landlord
 - b) Under Schedule 2 Part 3 paragraph 3 there is:

 The right for the Landlord with servants, workmen and others at all reasonable times upon giving previous notice in writing (or in the case of emergency without notice) to enter into and upon other parts of the Premises for the purpose of: -
 - 3.2 repairing and maintaining and carrying out permitted alterations or other building works to any part of the Building

in each case causing as little disturbance as possible and making good any damage caused. the Landlord covenants to "provide the following services:

c) Under Schedule 4

Paragraph 1

"Annual Service Cost" means the total of all costs expenses overheads payments charges loss and outgoings suffered or incurred by or on behalf of the Landlord in any Year in connection with the repair, maintenance, decoration, renewal, improvement and management of the Estate and the Building and the provision of all Services

"Service Charge" means the Tenant's share of the Annual Service Cost for any year, and the amount of such share is calculated by multiplying the Annual Service Cost by the Service Charge Fraction.

Paragraph 3

The Tenant will pay to the Landlord or to whom the Landlord may specify the Service Charge in accordance with the provisions of this Schedule

d) Under Schedule 5

The Tenant covenants with the Landlord as follows:

Paragraph 1

To pay the Rent and the Service Charge

e) Under Schedule 6

The Landlord Covenants with the Tenant as follows:

Paragraph 2.1

As often as may reasonably be required to maintain repair tend cleanse repaint decorate and renew the Building and the Estate not otherwise demised by this or any Other lease including (but without prejudice to the generality of the foregoing): -

Sub-paragraph 2.1.3

the gas and water pipes conduits ducts telephone wires and equipment sewers drains and electric wires cables and tanks (including television and radio wiring and aerials intruder alarm systems fire detection and fire fighting equipment) and all other installations in under or upon the Building and the Estate enjoyed or used by the Tenant in common with all or any of the other tenants or occupiers of the Building but excluding such installations and services as are incorporated in and exclusively serve the Premises

Paragraph 7

So far as practicable ... to use its best endeavours to provide and maintain the services of an Estate Manager (Assistant Estate Manager(s) and night time sleep-in care staff, if appropriate) for the purpose of being available to the tenants in the Building twenty four hours of the day to render such assistance as may reasonably be expected of a person in such position possessing no medical qualification and to supervise the provision of services in the Building and on the Estate and to perform such other duties as the Landlord may in its discretion stipulate together with an emergency call system connected to a central control for the purpose of providing assistance in cases of emergency and in the short term or temporary unavailability of the Estate Manager.

Directions

19. As noted above the Applicant complied with Directions.

The Timeline

20. The Applicant provided a timeline of the events which led to the need for the Qualifying Works as follows:

10/12/2023	Flood occurred. All electrics, water, TVs, lighting, fire panel and kitchen damaged. Homeowner apartments damaged.
10/12/2023	Emergency electrician and plumber called in.
10/12/2023	Emergency clean up team attended.
10/12/2023	Due to kitchen not functioning takeaway food ordered for
, , -	residents
10/12/2023	Emergency housing organised for homeowners whose apartments
	were affected and could not live with family.
10/12/2023	All emergency call alerts and emergency systems not working.
	Plant room completely damaged.
11/12/2023	Orona lift engineers attended as lifts not working since the
	10/10/23. Fixed within 10 days.
11/12/2023	Fire Panel Emergency Engineer called to assess panel.
11/12/2023	Xylem attended to fix Water pumps.
12/12/2023	GMI Aerials attended to fix residents TV. 7 days to fix due to
	equipment being wet.
13/12/2023	Sedgewick Insurers arrived onsite.
15/12/2023	Nightwatchman in attendance for more than 6 months.
16/12/2023	Multiple call outs to OpenView (McCarthy Stone's warden call
-	maintenance contractors) for issues with fire panel, smoke
15/05/2024	alarms, call failures. OpenView issued report (attached).
16/05/2024	Development sufficiently dried out to allow for warden call
	system to be replaced as recommended.
05/06/2024	Planned Works Planner instructed consultants AHR to survey the
	development for warden call system replacement. T2 Digital
	invited to tender.
21/08/2024	T2 Digital's quote received. OpenView's quote already received
	previously.
22/08/2024	Tender Adjudication report received from consultants AHR.
28/08/2024	Operations Manager awarded the contract to T2 Digital. Lower
	tender plus capacity to start works earlier than OpenView. Pre-
	start meeting took place 03/09/2024.
09/09/2024	Works commenced.
18/10/2024	Works completed.

Open View Report Recommending Replacement of Call System

21. A Report by Open View Security Solutions Ltd (Open View), the maintenance contractors for the Emergency Call System, said that:

There were multiple call outs from 16 December 2023 to 15 May 2024 to repair/reset & replace various components and to rectify and restore

functionality to the Tunstall Communical Connect Warden Call system. These visits were a result of major water damage due to a mains pipe burst. As parts were being replaced new faults were also arising alongside existing issues caused by the water damage. The number of visits since the flood has increased with the majority down to issues that can be linked back to the flood.

22. A list of outstanding issues that required rectifying was given a number of which showed the system to be deteriorating due to age and some parts needed to be completely replaced whereas others were obsolete or only replaceable by second hand stock. Overall, the implication was that a new system needed to be installed.

Tender Specification, Quotations, Adjudication and Costs

23. Following the Open View Report, on 5 June 2024 the Applicant's Planned Works Planner instructed AHR Building Consultancy Ltd to prepare the appropriate documentation (copy provided) and obtain tenders for the warden call system replacement. In an email dated 22 August 2024 AHR Building Consultancy Ltd stated that they had received two tenders on 21 August 2024 one from OpenView and the other from T2 Digital Ltd T/A T2 Fire & Tecs (T2 Digital) which were:

	T2 Digital	OpenView
Adjudicated Contractor Costs	£142,017.60	£160,677.76
Professional Fees	£18,432.11	£20,671.33
VAT @ 20%	£32,089.94	£36,269.82
Total	£192,539.65	£217,618.91

The figures included £3,575.00 project contingency and provisional sums.

- 24. AHR Building Consultancy Ltd provided a detailed analysis of the tenders (copy provided). Both contractors provided a comprehensive tender to install the Appello Smart Connect System.
- 25. Following their respective surveys in providing quotations for the Qualifying Works both contractors in their tenders concurred that the extensive flooding had resulted in damaging the warden call system beyond economical repair. The system was a Tunstall Connect installed more than ten years ago and is no longer manufactured and therefore obsolete. It requires replacing, including all the speech units and cable network. In addition, a hard-wired smoke alarm system needed to be installed as this is required to be compatible with the Warden Call System. The contractors said that they were unable to install a like for like analogue system as analogue systems are no longer to be installed due to the Open Reach digital upgrades to all UK telephony lines.
- 26. Both quotations allowed for all necessary control equipment for the new system installation including:
 - 60 apartment intercoms;
 - 200 apartment pull cords;

- 65 personal alarm pendants (one per apartment and five spare);
- 26 communal replacement intercoms/speech units;
- Door entry panels and surrounds;
- Physical Access Control Systems (PAC) including the supply of 130 tokens and fobs.

Allowance has been made to:

- upgrade the smoke detection system to be hard wired in the apartments to achieve Hybrid D1/F1 LD1 including RCBOs if required for all 60 apartments, consisting of 47 one-bedroom apartments and 13 two-bedroom apartments;
- replace the existing smoke heads throughout the communal areas;
- replace the existing cabling serving the system.
- 27. Neither contractor allowed for any additional works needed to Resident's distribution boards and the costs for these works if required would be in addition to the adjudicated sum.
- 28. The Applicant's Operations Manager awarded the contract to T2 Digital as it was the lower tender and was able to start work earlier than OpenView. A Pre-start meeting took place 3 September 2024, the work was commenced on 9th September 2024 and completed on 18 October 2024. The final account on 18 October 2024 was for £148,851.79.

Applicants' Letter to Respondents

- 29. The Applicant wrote to the Respondents on 2 January 2025 informing them that they had applied to the First Tier Tribunal for dispensation for Warden Call and Fire Heads Upgrade stating that due to the flood at the development the Warden Call system was rendered unserviceable.
- 30. They said that with the imminent switch of all telecoms to digital, it was necessary to install a fully digital system and that they had received 2 tenders for the installation of the Appello system, from OpenView and T2 Digital and T2 Digital were awarded the contract.
- 31. It was added that the total cost, inclusive of VAT and professional fees, was £170,649.69, with monies deducted from the Contingency Fund and that the works had been completed on 1 October 2024.
- 32. Enclosed with the letter were documents from the Tribunal with further information about the process and the next steps to take regarding engagement. The Respondents were requested to note there are some actions within the Directions document. In addition, the Applicants said that they were required by the Directions to include a copy of the description of the relevant works. The letter said that this was provided in the Specification and as this document was 75

pages a copy was available in the Estate Manager's office for the Respondents' perusal.

Findings

- 33. The Tribunal noted that the Applicant through its maintenance contractor OpenView had attempted to repair the existing Tunstall analogue Warden Call System. Having made these efforts the Open View report on or after 15 May 2024 gave a clear indication that the system was not operating effectively if at all and needed replacement. The Tribunal found that the replacement was urgent as the Property was occupied by older persons some of whom at any time might require immediate attention. The Tribunal accepted that the installation of a new system was not feasible until the Property had sufficiently dried out.
- 34. The Tribunal found that the Qualifying Works were extensive, expensive, and required expertise and experience. Therefore, the Tribunal understood the Applicant's decision to instruct AHR Building Consultancy Ltd to conduct an independent tendering exercise. In the Tribunal's knowledge and experience there is a limited number of contractors in an area who can carry out work of this type and so was not surprised that only two contractors provided quotations. The Tribunal found that the tender was carried out appropriately.
- 35. Regarding the appropriateness of the system selected from its knowledge and experience the Tribunal was aware of the move from analogue to digital communications and the benefits that the latter can provide and that analogue systems are now obsolete in that they will no longer be supported from this year. The Tribunal is also aware that the Appello System is being installed in an increasing number of properties where residents may need to call for immediate assistance.
- However, the Tribunal finds that the means of keeping the Respondents 36. informed verbally through coffee mornings is appropriate but insufficient. It was known by June 2024 that the system would require replacing and by 22 August 2024 the Applicant knew from AHR Building Consultancy Ltd the nature, extent and timing of the works and their likely cost. The Applicant must also have been aware that the cost would be met from the Contingency Fund, and that an insurance claim would be made with a view to recouping some of the cost. However, this information was not shared with the Applicants formally in writing until 2 January 2024, two and a half months after the work was completed. The letter of 2 January 2024 referred only to the AHR Building Consultancy Ltd specification, which would have told the Respondents little. Of more value would have been the quotations and the AHR Building Consultancy Ltd adjudication. If these were available in the Estate Manager's office for the Respondents' perusal it should have been made clear in the letter. Leaseholders are entitled to be fully informed of how their money is being spent at the earliest opportunity even if works must be carried out urgently with little or no time for consultation.

- 37. Nevertheless, the Respondents have, belatedly, been informed of the Qualifying Works and have had an opportunity to make representations by reason of the Application for dispensation from the consultation procedure and no objections have been received. Considering:
 - the failure of the existing obsolete call system,
 - the urgency of the work,
 - that an independent tendering exercise was carried out, and
 - the technical nature and requirement that the work meet specific standards,

the Tribunal finds that the Leaseholders have not been prejudiced by the failure to carry out the consultation procedure.

Determination

- 38. In making its decision the Tribunal had regard to the decision of the Supreme Court in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14. In summary, the Supreme Court noted the following:
 - 1) The main question for the Tribunal whether the landlord's breach of the section 20 consultation requirements resulted in the leaseholders suffering real prejudice.
 - 2) The financial consequence to the landlord of not granting a dispensation is not a relevant factor.
 - 3) The nature of the landlord is not a relevant factor.
 - 4) Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements.
 - 5) The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms are appropriate.
 - 6) The Tribunal has power to impose a condition that the landlord pays the tenants' reasonable costs (including surveyor and/ or legal fees) incurred in connection with the landlord's application under section 20ZA.
 - 7) The legal burden of proof in relation to dispensation applications is on the landlord. The factual burden of identifying some "relevant" prejudice that they would or might have suffered is on the tenants.
 - 8) The Supreme Court considered that "relevant" prejudice should be given a narrow definition; it means whether non—compliance with the consultation requirements has led the landlord to incur costs in an unreasonable amount or to incur them in the provision of services, or in the carrying out of works, which fell below a reasonable standard, in other words whether the non—compliance has in that sense caused prejudice to the tenant.
 - 9) The more serious and/or deliberate the landlord's failure, the more readily a Tribunal would be likely to accept that the tenants had suffered prejudice.
 - Once the tenants had shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.

- 39. The Tribunal is satisfied that it is reasonable to dispense with compliance with the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987).
- 40. The Leaseholders should note that this is not an application to determine the reasonableness of the works or their cost. If, when the service charge demands in respect of these works are sent out, any Leaseholder objects to the cost or the reasonableness of the work or the way it was undertaken, an application can be made to this Tribunal under section 27A of the Act. A landlord can also seek a determination as to the reasonableness of the cost of the work.
- 41. The Applicant shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to all Leaseholders.

Judge JR Morris

Annex 1 - Right of Appeal

- 1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- 2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- 3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- 4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property, and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

<u>Annex 2 – T</u>he Law

1. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.

2. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations and are summarised as being in 4 stages as follows:

<u>A Notice of Intention</u> to carry out qualifying works must be served on all the tenants. The Notice must describe the works and give an opportunity for tenants to view the schedule of works to be carried out and invite observations to be made and the nomination of contractors with a time limit for responding of no less than 30 days. (Referred to in the 2003 Regulations as the "relevant period" and defined in Regulation 2.)

<u>Estimates must be obtained</u> from contractors identified by the landlord (if these have not already been obtained) and any contractors nominated by the Tenants.

A Notice of the Landlord's Proposals must be served on all tenants to whom an opportunity is given to view the estimates for the works to be carried out. At least two estimates must be set out in the Proposal and an invitation must be made to the tenants to make observations with a time limit of no less than 30 days. (Also referred to as the "relevant period" and defined in Regulation 2.) This is for tenants to check that the works to be carried out are permitted under the Lease, conform to the schedule of works, are appropriately guaranteed, are likely to be best value (not necessarily the cheapest) and so on.

<u>A Notice of Works</u> must be given if the contractor to be employed is not a nominated contractor or is not the lowest estimate submitted. The Landlord must within 21 days of entering into the contract give notice in writing to each tenant giving the reasons for awarding the contract and, where the tenants made observations, to summarise those observations and set out the Landlord's response to them.

- 3. Section 20ZA allows a Landlord to seek dispensation from these requirements, as follows
 - (1) Where an application is made to a leasehold valuation tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.
 - (2) In section 20 and this section—
 "qualifying works" means works on a building or any other premises, and
 "qualifying long term agreement" means (subject to subsection (3)) an
 agreement entered into, by or on behalf of the landlord or a superior
 landlord, for a term of more than twelve months.

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long-term agreement—
if it is an agreement of a description prescribed by the regulations, or in any circumstances so prescribed.

<u>Annex 3 – Leaseholders</u>

Name	Flat	
Mrs Jean O'Grady	1	
Janet Barbara Collingbourne		
Mrs Barbara Weston	3	
Mr William Lynn	4	
Mrs Jean Sherman	5	
Mr Brian Teager	6	
Mr Reginald Arthur Threadwell & Mrs Sheila Joan Threadwell		
Mrs Eileen Joan Wheal		
Margaret June Miller	9	
Mrs Sheila Smith	10	
Mr Christopher & Mrs Christine Marchant	11	
Mrs Lilian Ivy Lovell	12	
Miss Zoe Lee	14	
Mrs Jennifer Mary Cresswell	15	
Mrs Evelyn Day	16	
Mrs Lydia May Marskell	17	
Mrs Doris Eileen Bennett	18	
Mrs Eileen Bearfield	19	
Mrs Margret Dainton	20	
Patricia Ann Resker	21	
Mr James Tate Heppel	22	
Mrs June Ridgway	23	
Mrs Patricia Lloyd	24	
Mrs Eileen Dulieu	25	
Mr Peter Richard Carey	26	
Mrs Rita Barbara Wothers	2 7	
Mrs Rita Baldrey	28	
Mr Michael Ayre	29	
Miss Frances Wiseman & The Estate of Miss Anne Glandfield	30	
The Estate of Mrs Mary Boultwood	31	
Ms Jacqueline Anne Steven & The Estate of Mr Rex Corby Welch	32	
Mrs Patricia Tydeman	33	
The Executor of Mrs Patricia Oakley	34	
Mrs Brenda Juniper	35	
Mrs Maureen Clarke		
The Estate of Ms Jacqueline Anne Steven		
Mrs Shirley Ashton & The Estate of Mr George Ashton		
The Executors of Mrs Mary Anderson Smith	39	
The Executors of Mr Peter Joseph Rice	40	

Miss Kathleen Grant	41
Mrs Evelyn Goss	42
Mrs Sandra Jean Riley	43
Mrs Ann Strutt	44
Mr David Green	45
Mr John Kaye	46
The Executors of Mr Raymond East	47
Mrs Jean Brown	48
Mrs Annette May Jarvis	49
The Executor of Mr A & Mrs P Sholl	50
Mrs Jean Margaret Wray	51
Mrs Patricia Ann Foster	52
Mr Brian & Joan Mynott	53
Mrs Joan Lilian Ruby	54
The Executors of Mrs Kathleen Ockenden	55
Mr David Anthony & Doreen Edwards	56
Herbert William Larkman	57
Mr Norman & Mrs Hazel Buckingham	58
Mrs Joan Brown	59
Mrs Brenda Harris	
The Estate of Mr Lawrence & Mrs Joyce Orton	61