

LONDON LEASEHOLD VALUATION TRIBUNAL

In an application under section 9 and section 21(2) of the Leasehold Reform Act 1967.

RE: 85 Hamilton Terrace, London, NW8

1. Preliminary

This is an application by John Lyon's Charity to the Leasehold Valuation Tribunal to determine the price payable under section 9 of the Leasehold Reform Act 1967 ("The Act") and to determine what provisions ought to be contained in the conveyance in accordance with section 21(2) of the Act.

2. The Hearing

- 2.1 The hearing commenced on the morning of 25th November 2003. Mr K Munro of Counsel attended on behalf of the Landlord accompanied by Miss Blustin. The Tenant did not attend.
- 2.2 It was confirmed before the start of the hearing that the price payable for the freehold (£3,227,250) had been agreed by the parties.
- 2.3 The parties were in dispute as to the terms of the Transfer up to 24th November 2003 when the terms had been finally agreed.
- 2.4 Mr Munro of Counsel produced the letter dated 24th November 2003 from Mr Serota of Wallace Partners, Solicitors for the Respondent. It confirmed that the terms of the Transfer had been agreed in accordance with the draft submitted by Messrs Pemberton Greenish, Solicitors acting for the Applicants, the Keeper and Governors of the Possessions, Revenues and Goods of the Free Grammar School of John Lyon. The agreement was subject to the deletion of paragraph 3 of section 13 of the Transfer relating to single residential user.
- 2.5 The form of Transfer was attached to the witness statement of Vibeke Anne Walton, a partner in Pemberton Greenish, which was produced at the hearing. The Transfer was stated to be in accordance with the Leasehold Reform Act 1967 and the requirements of H M Land Registry.
- 2.6 It stated that the Applicant's, St John's Wood Estates is subject to a Scheme of Management under the Act. Its terms mirror the terms of the lease pursuant to which the Respondent holds 85 Hamilton Terrace, namely the lease dated 14th February 1928 between the Applicants, Mabel Marie Orr and Florence Sabina Orr.
- 2.7 The statement confirmed that the Applicant did not require the inclusion of the covenant in the draft Transfer requiring that the premises be used as a private dwelling house in single family occupation.

2.8 Mr Munro of Counsel, therefore, invited the Tribunal on the basis of the above to determine the provisions to be contained in the conveyance.

3. Determination

The Tribunal, on the evidence before them, agree the form of Transfer TPI attached to the witness statement of Vibeke Anne Walton subject to the deletion of paragraph 3 section 13 of the Transfer.

At the hearing the Tribunal referred to the amendment to section 10 of the Transfer in that it should read "Three million two hundred and twenty seven thousand two hundred and fifty pounds".

Chairman

W. A. Auld.

Date

306 December 2003.