In The Supreme Court of Bermuda

CIVIL JURISDICTION

2026: No. 42

BETWEEN:

JOHN SINGLETON

Plaintiff

- and -

ACE BREWING CO. LTD

Defendant

JUDGMENT

Companies Act 1981 section 74 Convening of special general meeting on requisition, section 76 Power of Court to order meeting, Whether it is impracticable to call a meeting of a company, Holding a meeting in such manner as the Court thinks fit

Date of Hearing: **8 July 2026**
Date of Judgment: **28 July 2026**

<u>**Appearances**</u>: **John Singleton, Litigant in Person**

Richard Horseman, Wakefield Quin Limited, for Defendant

JUDGMENT of Mussenden CJ

Introduction

1. The Plaintiff ("**Mr. Singleton**") is one of three registered common shareholders of the Defendant Company (the "**Company**").

2. The Company's three common shareholders are Cameron Madeiros, Frederick Philips and Mr. Singleton (the "**Shareholders**"). They are each entitled to attend and vote at general meetings of the Company. Mr. Singleton stated that each shareholder holds 33 shares or 33% of the issued shares of the Company. However, the evidence of Mr. Madeiros, supported by Company documentation, is that Mr. Singleton actually holds 33 of 198 issued common shares (16.6%), whilst Mr. Madeiros holds 87 common shares and Mr. Phillips holds 78 common shares, the two together commanding 83.3% of the voting rights. This position occurred after a subscription offer was declined by Mr. Singleton and taken up by the other two shareholders of the Company. Mr. Singleton stated that he was unaware of the dilution of his holding until Mr. Madeiros filed his affidavit in this matter.

3. The directors of the company are Mr. Madeiros and Mr. Phillips (the "**Directors**"). Mr. Singleton was a director until 14 February 2022 when a resolution was passed that removed him as a director.

4. The relationship between the three common shareholders has broken down with Mr. Singleton on one side and Mr. Madeiros and Mr. Philips together on the other side.

Background, Pleadings and Relief Sought

5. Mr. Singleton filed an Originating Summons dated 10 February 2026 and a shortened version dated 10 March 2026 (the "**Application**"). He filed an affidavit in support of the Application, sworn 10 February 2026 ("**Singleton1**") and another affidavit sworn 8 April 2026 ("**Singleton2**") which was in reply to the affidavit of Mr. Madeiros sworn 25 March 2026 ("**Madeiros1**"). Each affidavit had accompanying exhibits.

6. The Application set out that Mr. Singleton has requisitioned the Directors to convene special general meetings ("**SGM**") in accordance with section 74 ("**Section 74**") of the Companies Act 1981 (the "**Act"**). Mr. Singleton's position is that the requisitions were valid but the Directors failed and/or refused to convene the requested meetings as requisitioned. In 2024, the SGM that he requisitioned (the "**2024 Requisition**") was subsequently convened (the "**2024 SGM**"), however, it was materially altered from the requisition form with a substantial portion of the proposed business removed. He stated that he was not permitted effective participation in the meeting and the minutes subsequently produced do not reflect accurately what occurred.

7. On 31 October 2025, Mr. Singleton again requisitioned the Directors to have an SGM pursuant to section 74 (the "**2025 Requisition**"). However, the Directors responded in writing that they would not convene the requested meeting. Mr. Singleton stated that in subsequent general meetings, he has been prevented from effective participation, including being restricted from speaking or voting.

8. Mr. Singleton's position is that as a result of the conduct of the Directors, it has become impracticable for him to cause a general meeting of the Company to be convened and conducted properly. Thus, he seeks the relief of an order of the Court, pursuant to section 76 ("**Section 76")** of the Act, that a general meeting be properly convened and conducted on specific terms that he has recommended and further, as the Court sees fit. During the course of the hearing before me, it became clear that the specific relief sought was that, in respect of the 2025 Requisition that was denied by the Directors, the Court, pursuant to Section 76, make an order for the Directors to hold an SGM on the terms set out in the 2025 Requisition, including: (i) the appointment of an independent chairman and independent corporate secretary; (ii) a quorum of one shareholder; and (iii) a direction that the incumbent secretary and chairman be excluded from taking or finalizing the minutes.

<u>The Issues</u>

9. The issues before the Court are as follows:

a. whether the statutory right to requisition a meeting has been given practical effect;

b. whether it has become impracticable for the requisitioned meeting to be properly called, held and conducted under the Company's present process; and

c. whether the Court should give procedural directions for an independent chair, independent corporate secretary or minute-taker, a one-shareholder quorum, and related directions so that the meeting can proceed fairly.

<u>The Law</u>

<u>Companies Act 1981</u>

10. Section 74 provides as follows:

> ***Convening of special general meeting on requisition***
> *74 (1) The directors of a company, notwithstanding anything in its bye-laws shall, on the requisition of members of the company holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up capital of the company as at the date of the deposit carries the right of voting at general meetings of the company, or, in the case of a company not having a share capital, members of the company representing not less than one-tenth of the total voting rights of all the members having at the said date a right to vote at general meetings of the company, forthwith proceed duly to convene a special general meeting of the company.*
>
> *(2) The requisition must state the purposes of the meeting, and must be signed by the requisitionists and deposited at the registered office of the company, and may consist of several documents in like form each signed by one or more requisitionists.*
> *(3) If the directors do not within twenty-one days from the date of the deposit of the requisition proceed duly to convene a meeting, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from the said date.*
>
> *(4) A meeting convened under this section by the requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by directors.*
>
> *(5) Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors duly to convene a meeting shall be repaid to the requisitionists by the company, and any sum so repaid shall be retained by the company out of any sums due or to become due from the company by way of fees or other remuneration in respect of their services to such directors as were in default.*

11. Section 76 provides as follows:

> ***Power of Court to order meeting***
> *(1) If for any reason it is impracticable to call a meeting of a company in any manner in which meetings of that company may be called, or to conduct the meeting of the company in manner prescribed by the bye-laws or this Act, the Court may, either of its own motion or on the application of any director of the company or of any member of the company who would be entitled to vote at the meeting, order a meeting of the company to be called, held and conducted in such manner as the Court thinks fit, and where any such order is made may give such ancillary or consequential directions as it thinks expedient.*
>
> *(2) Any meeting called, held and conducted in accordance with an order under subsection (1) shall for all purposes be deemed to be a meeting of the company duly called, held and conducted.*

12. Section 77 provides as follows:

> ***Voting at meetings***
>
> *(3) Subject to subsection (5), it shall be lawful for any question proposed for consideration at a general meeting of a company to be decided on a show of hands or by a count of votes received in the form of electronic records and in any such case, and subject to any rights or restrictions for the time being lawfully attached to any class of shares, every member present in person or by proxy at such meeting shall be entitled to one vote and shall cast such vote by raising his hand or by communicating their vote in the form of an electronic record.*

13. Section 81 provides as follows:

> ***Minutes of proceedings to be kept***
> *81 (1) Every company shall cause minutes of all proceedings of general meetings and of all proceedings of meetings of its directors to be entered in books kept for that purpose and such minutes shall be signed by the person presiding over the proceedings or over the proceedings at which the minutes are approved.*
>
> *(2) Minutes prepared in accordance with subsection (1) shall be kept by the secretary at the registered office of the company and shall be evidence of the proceedings and until the contrary is proved, the proceedings shall be deemed to have been duly held and convened and the business conducted thereat shall be deemed to be valid.*
>
> *(3) If a company fails to comply with subsection (1) the company and every officer of the company who is in default shall be liable to a default fine.*

14. In *Gore-Browne on Companies*, *Part III members, Chapter 12 Meetings*, in respect of the English Companies Act 2006, it states as follows:

"The requests must state the general nature of the business to be dealt with at the meeting and may include the text of a resolution that may properly be moved and is intended to be moved at the meeting. Section 303(5) defines what type of resolution may be properly moved, namely one that would not be ineffective because it would be inconsistent with any enactment or the company's constitution or otherwise, would not be defamatory of any person or would not be frivolous or vexatious. This last part of s303(5) is to offer some protection to companies from activities of what might be described as the 'lunatic fringe', that is to say those individuals, whether alone or in concert with others, who wish to abuse the requisition process as a means of causing trouble, or making themselves a nuisance or trying to obtain the oxygen of publicity for causes that are only indirectly associated with the business and affairs of the company. In such circumstances, the directors would not be required to call a general meeting."

15. In respect of the Court's power to convene a meeting on the basis of an impracticability of conducting a meeting in the manner prescribed by the company's article, in *Harman v BML Group Ltd* [1994] 1 WLR 893 Dillon LJ stated that Wynn-Parry J decided the case of *Re El Sombrero Ltd* [1958] 3 All ER 1 stating:

"That was a case where there was a dispute between the majority shareholder, who held 900 shares of 1,000 shares in a private company, and two minority shareholders, who were the only directors and each only held 50 shares. It appeared that the two directors were happy with the situation and were not willing to attend a general meeting which might have involved their removal from office. They could prevent it de facto because the Articles provided that two members had to be present in person or by proxy to constitute a quorum for a general meeting. Wynn-Parry J held that the general right to have a quorum of two members, whoever they might happen to be, could not be regarded as a class right attached to any particular shares and so could be overridden by the court directing a meeting to be held at which one shareholder would be a quorum."

16. Wynn-Parry J had also stated "*It is to be observed that the subsection opens with the words "If for any reason", and, therefore, it follows that the sub-section is intended to have, and, indeed, has by reason of its language, a necessarily wide scope. The next words being "it is impracticable to call a meeting of a company", the question arises, what is the scope of the word "impracticable"? It is conceded (certainly it was conceded below) that the word "impracticable" is more limited than the word "impossible", and it appears to me that the question necessarily raised by the introduction of the word "impracticable" is merely this: Examine the circumstances of the particular case and answer the question whether, as a practical matter, the desired meeting of the company can be conducted, there being no doubt, of course, that it can be convened and held. On the face of s135 (1), there is no express limitation which would operate to give those words "is impracticable" any less meaning than that which I have stated, and I can find no good reason in the arguments which have been addressed to me on behalf of the respondents for qualifying in any way*

the force of the word "impracticable" or the interpretation which I placed on it, and, therefore, on that point I am in favor of the applicant."

17. In *Ng Pui Lung v CY Foundation Group Limited & Luck Continent Limited* [2011] Bda L.R. 12, Kawaley J, as he then was, stated as set out below. I note here that I cited these passages in *Sinopoly Strategic Investment Limited v FDG Kinetic Limited* [2021] SC Bda 55 Com, in respect of the exercise of the discretion pursuant to section 76.

    "4. Evidence was filed making various allegations about the conduct of the two factions in the underlying shareholder dispute. At the pre-trial review I refused an application made by the 1st Defendant for leave to cross-examine the 2nd Defendant's deponents on the basis that the merits of the competing allegations did not fall to be determined in the present action. It is customary to determine applications for orders relating to general meetings on the basis of affidavits because the relevant facts are rarely in serious dispute and the Court can ordinarily make the limited requisite factual findings based on a review of the documentary record. …[emphasis added]

    26. I accept the submissions of Mr. Smith and Mr. Hill to the effect that the jurisdiction conferred by section 76 is engaged by the continuing inability of the Company to convene the AGM in accordance with the Act and/or the Bye-laws, the deadline being October 31, 2010 under the Bye-laws and December 31, 2010 under the Act. In my judgment, however, the Court's discretionary powers under section 76 can only be exercised in relation to an annual general meeting in a manner which is designed to ensure that the meeting takes place as soon as possible, as required by section 72(1). The suggestion that the Court can use its section 76 facilitative powers in an open-ended fashion, designed to ensure the fairest conduct of business which is not in statutory terms required to be dealt with at the AGM is misconceived. Section 84 of the Act expressly deals with how the business of accounts is to be dealt with at a general meeting: …[emphasis added]

    28. On a straightforward reading of section 76, it appears clear that the Court in the present case has the jurisdiction to make an order. This is because it is unarguably impracticable in a legal sense (absence a curative order from the Court or the Registrar under section 72) for the Company to validly convene the AGM, as the time for so doing under both the Act and the Bye-laws has expired. It does not follow that the Court has an unfettered discretion to make an order it deems fit; an order made must be designed to further the objects of section 76 in its wider statutory context.

    34. As far as the existence of jurisdiction to invoke section 76 of the Act is concerned, decided cases are of limited import because "[w]hether or not it is so impracticable is a question which has to be answered by examining the circumstances of the particular case": Lee Gai Poo v Asia Pacific Wire & Cable Corp [2006] Bda LR 73, at page 3. Impracticability may relate to calling a meeting in a permissible manner and conducting a meeting in the requisite manner. In my judgment no cases were cited which explicitly supported a construction of section 76 which would limit the *application of the section to cases where impracticability relates solely to the administrative and logistical mechanisms of calling and conducting the meeting, although those cases cited where orders were made fell into such a category. Impracticability must also embrace circumstances where, as in the present case, mandatory statutory requirements relating to the time within which an annual general meeting must be held have not been complied with so that a valid meeting cannot be convened.*

36. It was common ground between Mr. Lyon and Mr. Smith that the following passage from the Judgment of Wynn-Parry J in Re El Sombrero [1958] 1 Ch 900 at 906-907 was a pertinent guide to the construction and application of section 76(1) of the Companies Act 1981, as far as the exercise of the discretion is concerned:

> *"I therefore arrive at the stage where I hold that I have jurisdiction in this case, and there is nothing to prevent me exercising the discretion which is given under the section if I choose to exercise it. It is true that I am sitting as an appellate court, but I am entitled to consider the question of discretion, because, in my view, as I have held, the registrar has misdirected himself on a question of law. In my judgment, this is eminently a case in which the court ought to exercise its discretion; first, because if the court were to refuse the application it would be depriving the applicant of a statutory right, which, through the company, he is entitled to exercise under section 184 (1), to remove the respondents as directors; secondly (and I think this is a proper matter to take into account as part of the reasons for deciding to exercise my discretion), the evidence disclosed that the respondents are failing to perform their statutory duty to call an annual general meeting. The period within which they should have held an annual general meeting expired at some date inOctober, 1957. Their excuse in the evidence is that there would be no use in convening and holding an annual general meeting, because the accounts for the first period of the company's history are not yet available. I have read the evidence with care, and I do not accept it as bona fide evidence. There is a clear statutory duty on the directors to call the meeting whether nor not the accounts, the consideration of which is only one of the matters to be dealt with at an annual general meeting, are ready or not. It cannot possibly serve as an excuse for failing to perform that statutory duty. It is quite obvious that the only reason why the respondents refuse to call an annual general meeting is because the inevitable result of convening and holding that meeting would be that they would find that they had ceased to be directors."*

<u>The Company's Bye-laws</u>

18. Relevant Bye-laws of the Company for this matter are set out below.

21. Special general meetings/requisition of Members

> *21.1 The Board may, whenever it thinks fits, convene general meetings other than annual general meetings which shall be special general meetings.*
> *21.2 The Board shall, on the requisition of Members holding at the date of deposit of the requisition not less than one-tenth of such of the paid-up share capital of the*

Company as at the date of deposit carries the right to attend and vote at general meetings of the Company, forthwith proceed to convene a special general meeting of the Company and section 74 of the Act shall apply.

24 Quorum for general meetings

No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided by these Bye-laws, at least two members present in person or by proxy and entitled to vote shall be a quorum for all purposes, provided that if the company shall have only one Member, one Member present in person or by proxy shall constitute the necessary quorum. …

26 Telephone etc. meetings

Members may participate in any general meeting by telephone, electronic or other communication facilities which permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously and participation in such a meeting shall constitute presence in person at such meeting.

28 Chairman of meetings

The Chairman or President of the Company shall preside as chairman at every general meeting. If at any meeting neither the Chairman nor the President is present within 5 minutes after the time appointed for holding the meeting, the Directors present shall choose one of their number to act or if one Director only is present he shall preside as chairman if willing to act. If no Director is present or, if no Director is willing to act as chairman, the persons present and entitled to vote on a poll shall elect one of their number to be chairman.

62 Minutes

The Directors shall cause minutes to be made and books kept for the purpose of recording:

(a) all appointments of Officers made by the Directors;

(b) the names of the Directors and other persons (if any) present at each meeting of Directors and of any committee;

(c) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of committees;

(d) of all proceedings of managers (if any).

<u>Plaintiff's Submissions</u>

19. Mr. Singleton made a number of submissions in support of his case as follows:

a. The present meeting process has broken down. The meetings have repeatedly involved restricted participation, disputed minutes, refusal to correct or circulate draft minutes, withholding of recordings, and reliance by the Company upon Minutes which are materially incomplete or sanitized.

b. The Directors refused to convene the SGM as requested in the 2025 Requisition, contrary to Section 74 and the Bye-laws.
c. The Court, by way of the Section 76 jurisdiction, is asked to make case-specific directions for the requisitioned meeting because the evidence shows that that the ordinary process is not presently capable of producing a fair and reliable meeting.
d. He noted that Mr. Madeiros' evidence is that meetings have taken place and the Company has complied with the Bye-laws. Mr. Singleton stated that he does not dispute that some meetings have taken place but the issue is whether the meetings have been conducted in a manner that allows meaningful shareholder participation and produces reliable corporate records.
e. The Application was not about whether the Plaintiff could win a shareholder vote, but that Mr. Singleton was seeking a fair process and not a determined outcome.
f. The evidence demonstrated a recurring pattern across meetings between 2022 and 2026 in that shareholder participation had been restricted, questions had been refused or deferred, formal objections had not been accurately recorded, draft minuted had not been circulated, proposed amendments had been refused, recordings had been withheld from shareholders, and the Company had relied upon the disputed minutes as the definitive corporate record. Thus, the evidence showed a repeated misuse of and/or inappropriate exercise of the Chaiman's procedural powers, resulting in shareholder meetings that were neither fair nor transparent, a process which no longer commanded confidence and thus required independent safeguards.
g. The evidence showed a need for an independent chair and independent corporate secretary. Mr. Singleton submitted that due to the conduct of the Chairman, the next meeting needed to be chaired by a person whose neutrality could not reasonably be disputed. In respect of the need for an independent corporate secretary, Mr. Singleton submitted that there were issues with MQ Services Ltd ("**MQSL**") as the Company's professional corporate service provider with the conduct of meetings, recording of objections, handling of recordings of meetings, recording and finalizing of the minutes, the refusal to circulate draft minutes, and the preparation of final minutes which omitted or sanitized material exchanges.

h. MSQL was not wholly independent as it was a part of the Wakefield Quin Group, with Wakefield Quin representing the Company. This Application involves a question of the accuracy of minutes and Company records, thus section 81 of the Companies Act, which requires the Company to keep minutes, was not being properly complied with. Thus, the corporate service providers should be independent of MQSL and Wakefield Quin.

i. The Court should issue a direction that the quorum for the meeting be fixed at one shareholder present in person or by proxy, together with directions so that the meeting can proceed notwithstanding the absence, non-participation or obstruction of other shareholders or Directors. The need for this is because Mr. Singleton has requisitioned meetings and the Directors have been able to frustrate or control the process by refusing to convene meetings, changing the form of the meetings, restricting participation or relying on quorum and procedure to prevent the statutory right from being effective. The one-shareholder quorum would not affect voting rights but would ensure that the meeting can proceed and proposed business can be considered and voted upon.

j. The dilution of Mr. Singleton's shareholding was not admitted but in any event, it was not matter before the Court for determination, the end result being that Mr. Singleton was still entitled to make the Application.

<u>Defendant's Submissions</u>

20. Mr. Horseman made a number of submissions in support of the Defendant's case as follows:

    a. Mr. Madeiros and Mr. Phillips hold a commanding 83.3% voting majority of the shares, and although the Court has the jurisdiction to order an SGM and give directions for the meeting, the Court cannot override the voting rights set out in the Bye-laws and section 77(3).

    b. The Court in considering whether to exercise its discretion, should consider whether the requisitioned meeting can achieve any legitimate purpose. The Company says it cannot as the majority Shareholders have already made it clear that they will oppose Mr. Singleton's efforts to harass the Directors with his frivolous complaints which have been ongoing since he was removed as a director in 2022.

c. The fundamental difficulty is that, in fact, five meetings of the Company have been convened and held throughout the period complained of. Mr. Singleton's evidence shows as follows:

    i. An SGM was held on 14 February 2022;
    ii. An SGM was held on 28 December 2023;
    iii. The 2024 SGM was held on 3 September 2024;
    iv. An AGM was held on 27 March 2025;
    v. An AGM was held on 12 March 2026 (the "**2026 AGM**").

d. Mr. Singleton attended four of the five meetings, participated in them by asking questions, raising objections and voted or abstained. He was not prevented from attending any one of them. He did not attend the 2024 SGM which he requisitioned.

e. The last meeting he attended was the 2026 AGM when he questioned the Directors on the same issues he wants to raise at any SGM ordered by the Court. Reference is made to Mr. Singleton's document which he says is a "*Forensic Comparison – AGM Minutes v Actual Proceedings*" of the 2026 AGM, which contains 29 points of comparison. Thus, it shows that a meeting took place, that business was transacted, and that Mr. Singleton was sufficiently present to generate a granular account of the proceedings. It also showed that Mr. Singleton refused to accept that the meeting was closed and wanted to continue to question the Directors.

f. The Directors have complied with Section 87 to provide a copy of the financial statements to the shareholders.

g. Mr. Singleton failed to attend his own requisitioned 2024 SGM, for which the agenda was the only requisitioned item that could be put to vote, namely the proposed removal of the Directors. Although Mr. Singleton was informed the evening before the meeting that the meeting would be in person and not remotely, shortly after the scheduled start time, he sent an email stating that he was waiting for the dial-in details. The meeting proceeded in his absence when the resolutions to remove the Directors failed, having received no votes, the same result which would have happened had he attended. Mr. Singleton now asks the Court to believe that it is impracticable for meetings to be held.

h. The Company responded substantively to both the 2024 Requisition and the 2025 Requisition. In respect of the 2024 Requisition, the Company took legal advice and placed on the agenda the resolution to remove the Directors, the remaining items of the 2024 Resolution deemed to not be for shareholder resolution at a general meeting, but instead for the Board of Directors. In respect of the 2025 Requisition, the matters raised were substantially the same as the 2024 Requisition, and thus the Board unanimously declined to convene a further SGM on the grounds that doing so would not serve any genuine legitimate purpose, nor produce a valid outcome nor be in the best interests of the Company.

i. Mr. Singleton's complaints do not engage Section 76 as follows:

j. <u>Minutes</u> - Mr. Singleton's complaints about the minutes being sanitized, altered or doctored by MQSL, which is the professional corporate service provider of Wakefield Quin, show that he does not understand the purpose of the minutes. The Chairman and the corporate secretary have a recognized discretion in compiling minutes and, as they are a summary of the meeting, there is no obligation to record every exchange, interaction or sidebar. The meeting follows the agenda and the minutes reflect the formal business of the meeting. Section 81 is met in that the Company keeps minutes of all proceedings at general meetings. Any disagreement with the accuracy of the minutes is addressed by raising amendments when the minutes are presented for approval at the next meeting. The minutes are not a record or commentary of Mr. Singleton's grievances. Thus Section 76 is not engaged.

k. <u>Refusal to answer questions at meetings</u> – Mr. Singleton's complaints about his questions not being answered was contrary to the Chairman's conduct of the meeting in directing discussion and determining which questions are within the scope of the agenda, and thus did not engage Section 76. The Directors entitlement to exercise judgment about what information was appropriate to be shared and a shareholder's disagreement was not evidence of impracticability.

l. <u>Complaints about recordings of the meetings</u> – Mr. Singleton's complaints about not being asked for his consent to record a meeting and then not being provided with a copy was a matter of internal management and thus the complaint was irrelevant to the question of whether it was impracticable to hold a meeting.

m. The 2025 Requisition – Mr. Singleton made fanciful complaints about the management of the Company along with irrational demands in the 2025 Requisition. (i) A fraudulent accusation that the minutes were doctored to cover up inappropriate actions on the part of the Directors and MQSL. (ii) An allegation that the Directors pressured employees to sign false statements in his claim for unpaid wages before the Employment Tribunal, where he withdrew his claim one day before a hearing. Ludicrously, he wants the Company to authorize an investigation into itself. (iii) Have all minutes since 2022 re-drafted and confirm whether alterations have been made by the Chairman or Directors. (iv) Appoint a new independent corporate service provider to record and certify all meetings. (v) provide copies of all 'altered minutes' to the Bermuda Monetary Authority and the Registrar of Companies and formally invite them to observe future meetings. Alternatively, submit the supporting evidence to them for review and investigation. (vi) Investigate transactions. (vii) Disclose lease arrangement of a property, alleging impropriety by the Directors. (viii) Allegations of unpaid vendors. (ix) Commission an independent accounting review. (x) Remove the Directors for breach of fiduciary duty. (xi) review the appointment of Jon Brunson as a director for breach of fiduciary duty.

n. All these requests were a fundamental misunderstanding by Mr. Singleton of the purpose of a general meeting, which is forum for transacting the business set out in the agenda and voting on properly proposed resolutions, rather than for a minority shareholder to seek irrational actions. Thus, the Directors were right not to convene the SGM based on the 2025 Requisition, as Mr. Singleton's demands were not in his own best interests or of the Company.

21. Mr. Horseman submitted the Mr. Singleton's actions disclosed a sustained pattern of vexatious and retaliatory conduct since his removal as a director in February 2022:

a. Seeking the resignation of a co-founding Director;

b. Asserting that he was an employee of the Company and filing a complaint with the Department of Labour claiming unfair dismissal, such complaint being withdrawn the day before the hearing, when the Company was unable to recover any of its costs, estimated to be approximately $30,000.
c. Filing a complaint with Wakefield Quin Limited in respect of the conduct of a corporate attorney, triggering an internal review procedure that determined there was no merit to the complaint.
d. Bringing the current application which will cause the Company to incur approximately $20,000 in costs.

22. Mr. Horseman submitted that Mr. Singleton had known about the dilution of his shares before the date he stated in his affidavit. He submitted that the subscription offer was issued on 9 April 2025 but Mr. Singleton declined to participate. There was some counsel-to-counsel correspondence about the share offering, the fact that it proceeded and then about a proposal for the Directors to purchase the shares of Mr. Singleton at his pre-offering holding of 33%. Thus, Mr. Horseman submitted that with the background of the offer in mind, Mr. Singleton was seeking to punish the Directors and force them into submission by proceeding with an application for an SGM and that the application was an abuse of process that served no useful purpose.

23. Mr. Horseman referred to *Gore-Browne on Companies* noting that the Bermuda Companies Act 1981 did not contain the same provisions as the current Companies Act in force in England which allows directors to refuse to convene SGMS on the basis that the purpose of the meetings are vexatious and frivolous, and/or would be defamatory to directors. However, he submitted that the principles are relevant when the Court considers whether to exercise its discretionary power, taking into account Mr. Singleton's past behaviour and conduct and the lunatic demands by him which serve no purpose other than to damage the Company and pressure the Directors and shareholders into paying an extortionate amount for his shares. As the Company is a small one where the relationship has broken down, Mr. Singleton should pursue his remedy through section 111 of the Act so that his shares can be purchased in accordance with established principles of law.

24. Mr. Horseman submitted that even if the Court considered that Section 76 was engaged, the relief sought was disproportionate: (i) The appointment of an independent chairman and corporate secretary was not a remedy that Section 76 was designed to provide as it would displace the Company's governance machinery. (ii) The request that the quorum be reduced to one shareholder would enable Mr. Singleton to hold a meeting in the absence of the other two shareholders and pass resolutions unilaterally, thus effectively reversing the lawful majority control of the company. (iii) The request that the Court treat the minutes of prior meetings as "unreliable" was an attempt to pre-emptively discredit the Company's corporate records, and was not a trigger for an order under Section 76. (iv) The request to cross-examine the Directors and the corporate secretary was extraordinary for a procedural application, which Mr. Singleton viewed as a full-scale governance inquiry, which it is not. He relied on the case of *Luck Continent Ltd* where Kawaley CJ (as he then was), at paragraph 4, denied an application for cross-examination, stating that it was customary for the Court to determine applications for orders relating to general meetings on the basis of the affidavit evidence.

Analysis

25. In my view, I am not satisfied that I should grant the relief prayed for in the Originating Summons by Mr. Singleton for several reasons as set out below.

26. I am not satisfied that this matter required cross-examination of any witnesses. Similar to what Kawaley J stated in *Luck Continent Ltd*, the parties in this case filed evidence about the conduct of the two factions in the underlying shareholder dispute. The Court can ordinarily make the limited requisite factual findings based on the review of the documentary record.

Failure to hold SGM pursuant to the 2025 Requisition

27. First, Mr. Singleton seeks a remedy for the failure of the Company to hold an SGM in response to the 2025 Requisition. Both Section 74(1) and Bye-law 21.2 provide that, upon

a qualified member submitting a requisition, the directors or the Board are mandated to convene an SGM. It is not disputed that Mr. Singleton is qualified, by his share-holding, to submit a requisition for an SGM. However, the Directors refused to convene the SGM setting out their reasons in a letter to him. Section 74(3) provides that if the Directors do not convene the meeting within 21 days from the date of the requisition then Mr. Singleton, if he represents more than one half of the total voting rights, may convene a meeting himself. It is not in dispute that Mr. Singleton does not hold more than one half of the total voting rights. Thus, Mr. Singleton will not be able to convene the meeting himself. In any event, Mr. Singleton would have had to call a meeting within three months of the 2025 Requisition date, a requirement he will now not be able to satisfy. In applying the principles set out by Wynn-Parry J in *Re El Sombrero*, in regard to Section 76, it has been impracticable to call an SGM in response to the 2025 Requisition. Further, it is clear that the Court, in the present case, has the jurisdiction to make an order under Section 76 because it is impracticable in the legal sense for Mr. Singleton to convene an SGM himself. Thus, I shall go on to consider whether I should exercise my discretion to do so.

<u>2025 Requisition Meeting Agenda</u>

28. Second, I have taken into consideration the submissions based on *Gore-Browne on Companies* which set out that the requisition must state the general nature of the business to be dealt with and may include proposed resolutions that may properly be moved at the SGM. Mr. Singleton set out the proposed agenda in the 2025 Requisition, listing 11 agenda items. I will return to that proposed agenda later. I also accept that *Gore-Brown on Companies* set out that in England the current Companies Act 2006 allows directors to decline to convene an SGM on the basis that the purpose of the meeting is vexatious and frivolous and/or would be defamatory to directors. Such a provision would offer protection to companies from activities of what might be described as the lunatic fringe. Mr. Horseman quite rightly submitted that there is no such provision in the Bermuda Act, but that the principles are relevant when the Court considers whether to exercise its discretion pursuant to Section 76. Thus, in considering whether to exercise my discretion, I will take into account the general nature of the business proposed and the conduct of Mr. Singleton.

29. Third, I am cognizant that, again applying the principles set out by Wynn-Parry J in *Re El Sombrero* [at paragraph 36 of *Luck Continent Limited*] if the Court refused the application, then I would be denying Mr. Singleton his statutory right to have a meeting convened by the Directors, who have refused to perform their statutory duty to convene an SGM. Thus, I have given careful consideration to the arguments of both parties.

2026 AGM and its Minutes

30. Fourth, I have considered the Company's submission that since the 2025 Requisition of 31 October 2025, there has been the 2026 AGM and subsequent minutes (the "**2026 AGM Minutes**"), which was held on 12 March 2026, as a reason for not holding an SGM in response to the 2025 Requisition. It is not in dispute that Mr. Singleton attended that meeting and he participated in it. To that point, I accept that there have been annual meetings for the period 2022 to 2026 when matters about the Company have been raised. I have given careful consideration to Mr. Singleton's documents for annual meetings generally entitled "*Forensic Comparison – AGM Minutes v Actual Proceedings*", in particular the one for the 2026 AGM.

31. Fifth, before addressing the 2026 AGM, as a starting point, I have considered Mr. Madeiros' evidence where he stated that the Company took the position that most of the matters raised fell within the Directors' responsibilities and were appropriate for decisions to be made by shareholders. Further, he asserted that Mr. Singleton wished to harass the Directors to the end of time by continuing on with frivolous requests for meetings and now the Application to the Court. He referred to the Company's letter dated 19 November 2025 to Mr. Singleton which set out the reasons why the Company refused to hold an SGM pursuant to the 2025 Requisition. That letter stated that Mr. Singleton had raised the same issues that he raised the previous year, with no new facts, evidence or issues on which the Shareholders could vote on at an SGM. The letter went on to list various points including that some of the issues were for board management rather than shareholder resolutions and there was no evidence to support various allegations. The letter concluded that the Board would not call an SGM because it would not serve any genuine purpose, produce a valid outcome or be in the best interests of the company.

32. In respect of the 2026 AGM, I have considered the 2026 AGM Minutes as well as Mr. Singleton's "*Forensic Comparison*" for the same. I have compared those documents against the 2025 Requisition agenda. I note the following:

    a. Agenda Item 1 – Removal of Mr. Madeiros and Mr. Philips as Directors. I note the 2026 AGM Minutes reflect that there was an election of both of them as directors.

    b. Agenda Item 2 – Review the validity of Mr. Brunson's directorship with a view to removing him. I note the 2026 AGM Minutes reflect that Mr. Brunson was re-elected as a director, Mr. Singleton's request for an investigation in respect of Mr. Brunson was noted, and Mr. Brunson's director's fees were fixed by resolution.

    c. Agenda Item 3 – Review and investigate any alleged breach of confidentiality agreement involving Mr. Brunson and communications between the Company, Mr. Phillips, Mr. Madeiros, Wakefield Quin, and MQ Services. I note that the 2026 AGM Minutes reflect that Mr. Singleton requested an investigation in respect of Mr. Brunson and it was so noted.

    d. Agenda Items 4 and 5 about the minutes of the 2024 AGM Minutes. I note that the 2026 AGM Minutes reflect Mr. Singleton's objection to the 2024 Minutes and then a resolution to approve the 2024 AGM Minutes.

    e. Agenda Item 6 – Investigate alleged falsification of documents and coercion of employees and refer verified cases to the appropriate authorities. I note that the 2026 AGM Minutes reflect that the auditors had identified no evidence of fraud and that the request by Mr. Singleton for additional review, forensic investigation and independent oversight were acknowledged but not agreed.

    f. Agenda Item 7 – Disclosure of financial statements. I note that the 2026 AGM Minutes reflect that Mr. Singleton asked questions about the change in auditors, audit quotations and about auditor communications, concluding with that he was in favour of the appointment of new auditors. The 2026 AGM Minutes note that the unaudited financial statements for the year ended 31 December 2024 had been circulated. In respect of the audited financial statements for the years ended 31 December 2021, 2022 and 2023, Mr. Singleton requested that such matters be discussed at a separate SGM. This request was noted and the meeting proceeded.

g. Agenda Item 8 – Investigate Riddell's Bay tenancy and arrangements and disclose all terms and payments between the Company and Commerce Bermuda Ltd. I note that there is no express reference to this issue in the 2026 AGM Minutes.

h. Agenda Item 9 – Direct KPMG to complete the pending audit and verify that the 2020 financials year and Company's structure are accurately reflected. I refer to Agenda Item 7 above.

i. Agenda Item 10 – BMA and ROC oversight of future AGMs and SGMs and submitted original and amended minutes to them. I refer to Agenda Item 6 above.

j. Agenda Item 11 – Treat any failure to address these matters within 21 days as grounds for referral to the Bermuda Police Service Financial Crimes Division, the BMA, and the ROC. I refer to Agenda Item 6 above.

33. In my view, I prefer the evidence of Mr. Madeiros as set out above, that the 2025 Requisition agenda items put forward by Mr. Singleton have been addressed as set out in the 19 November 2025 letter and were also addressed in the 2026 AGM as supported by the 2026 AGM Minutes and as set out in the preceding paragraph above where all the agenda items save one (Agenda Item 8) were addressed in the recent 2026 AGM. Also, I am satisfied that: (i) the Company has held AGMs when relevant Company matters have been discussed; (ii) issued minutes in compliance with Bye-law 62; (iii) issued audited financial statements; and (iv) considered Mr. Singleton's requests for investigations and has declined them. It for these reasons that I decline to exercise my discretion to order an SGM pursuant to the 2025 Requisition, on the principal basis that the agenda items are business matters already covered by the previous meetings, in particular at the 2026 AGM. I rely on *Luck Continent Ltd* where Kawaley J stated in essence [at para 26] that the suggestion to use the Section 76 powers in an open-ended fashion to conduct business which is not in statutory terms required to be dealt with at the AGM is misconceived. Thus, I decline to exercise my discretion to support Mr. Singleton's efforts to have an SGM to pursue the various non-statutorily required agenda items.

34. Sixth, I am satisfied by consideration of all the evidence that Mr. Singleton has set out on a campaign to harass the Company by attacking many aspects of the ordinary corporate

governance of the Company, including the conduct of the meetings by the Chair, the role of the corporate secretary, the production of the minutes, the consideration of the financial statements and the calls for investigations and independent oversight. Whilst I hesitate to ascribe Mr. Singleton's conduct to be a part of the "lunatic fringe" because I do recognize his rights to seek information and ask questions, in my view, the repetitive nature of his agenda items and his suspicions about financials not supported by the auditors, along with other conduct, suggests to me that Mr. Singleton's conduct is designed to harass the Company and use the annual meetings as a corporate battlefield to make life difficult for the Company. Thus, my view on his conduct adds weight to my decision not to exercise my discretion to order an SGM pursuant to the 2025 Requisition.

Conduct of Meetings

35. Seventh, Mr. Singleton makes a series of complaints about the conduct of the meetings as set out above and wishes for an SGM to be conducted by specific terms. Section 74(4) provides that a requisitioned meeting shall be convened in the same manner, as nearly as possible, as that in which meetings are convened by Directors. Section 76(1) provides a discretion to the Court, either on its own motion or on the application of any director or any member of the Company who would be entitled to vote, to be conducted in such manner as the Court thinks fit, and to give such ancillary or consequential directions as it thinks expedient.

36. Eighth, I am satisfied generally that the meetings have been conducted in such manner, save a particular incident. That incident was in respect of the requisitioned 2024 SGM when Mr. Singleton was denied the ability to attend remotely. The Chairman had decided that the meeting was to be in person and accordingly informed Mr. Singleton of the same. However, Bye-law 26 provides that members may participate in any general meeting by telephone, electronic or other communication facilities which of course would allow attendance by video link such as popular platforms as Zoom or Teams. I am not satisfied by any explanation of the Company as to why Mr. Singleton was not allowed to attend remotely. For any annual meetings, members should be allowed to attend remotely in accordance with Bye-Law 26. In any event, the 2024 SGM took place and the only agenda

item, the removal of the directors was defeated by the votes of Mr. Madeiros and Mr. Phillips. Here, I note that Mr. Singleton does not have the votes to out-vote the other shareholders.

37. Ninth, I am satisfied on the evidence that AGMs and SGM have been conducted in accordance with the Bye-laws and the Act. In respect of the Minutes, both the Act and the Bye-laws provide for the Company and Directors to cause minutes to be made and books kept for recording the proceedings of the meetings. I am satisfied that MQSL, which is a professional corporate service provider, has kept the minutes as required. Likewise, I am satisfied that the Chair has addressed the minutes in the meetings as required. In my view, I agree with Mr. Horseman that Mr. Singleton appears not to understand the purpose of minutes, in particular that they are not a record of his grievances. Thus, the complaints about the minutes do not found a basis for engaging Section 76. Further, to that point, I am not satisfied that there is any reasonable basis for the Court to usurp the Directors in choosing the corporate service provider of its choice by giving a direction that there be an independent corporate service provider. Although MQSL is a part of the Wakefield Quin Group, I am not satisfied on the evidence that they have failed in their duties as corporate service provider to the Company.

38. Tenth, in respect of the complaints about the Chairman, I am not satisfied on the evidence that the Chairman has failed in his duties to manage the affairs of the meetings. The evidence shows that the Chairman, when necessary, has sought legal advice, has engaged a corporate service provider and has managed the proceedings of the annual meetings. Bye-law 28 provides that the Chairman or President of the Company shall preside as chairman at every general meeting. In my view, Mr. Singleton's complaints about the Chairman and his conduct of the meeting, do not found a basis for the Court to usurp the Chairman in his duties or the established governance of the Company by appointing an independent chairman. Thus, in my view, Section 76 is not engaged on this point.

39. Eleventh, in respect of the request to order that the quorum for the meeting to be fixed at one shareholder present in person or by proxy, I am satisfied that the meetings are being

conducted in accordance with the Act and the Bye-laws. I see no reason why the Court should make an order in respect of the quorum for meetings, thus displacing the established governance of the Company.

<u>The Way Forward</u>

40. The parties alluded to discussions about Mr. Singleton's shareholding being purchased by the other shareholders. The Court allowed the parties time before the substantive hearing commenced to determine whether there was merit in proceeding to a valuation and buy-out stage pursuant to section 111 of the Act. However, Mr. Singleton was adamant that he wanted to have an SGM pursuant to his 2025 requisition. Going forward, based on the break-down in the relationship between the shareholders, the parties may wish to revisit the buy-out options.

<u>Conclusion</u>

41. In summary, I decline the application to order an SGM pursuant to the 2025 Requisition.

42. Further, in respect of giving directions for the conduct of an annual meeting, I decline the further relief sought as set out in the Originating Summons dated 10 February 2026.

43. Unless either party files a Form 31TC within 7 days of the date of this Judgment to be heard on the subject of costs, I direct that costs shall follow the event in favour of the Defendant Company against the Plaintiff Mr. Singleton on a standard basis to be taxed by the Registrar if not agreed.

Dated 28 July 2026

SIGNED

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HON. MR. LARRY MUSSENDEN
CHIEF JUSTICE