



The Government of Sark

POLICY & FINANCE COMMITTEE

A COMMITTEE OF CHIEF PLEAS

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10th February 2025

OLD ISLAND HALL LEASE REPORT

Enclosed is a copy of the Old Island Hall Lease Report. This has been compiled by Dr Melissa McCullough at the request of Chief Pleas pursuant to a resolution of Chief Pleas passed on 13th November 2024.

Subject to agreement with the Speaker of Chief Pleas, an Extraordinary Meeting of Chief Pleas will be held on Wednesday, 5th March. The Policy and Finance Committee will bring propositions to the Meeting, which will be shared in due course as part of the papers for the Meeting.

I wish to thank Dr Melissa McCullough for her assistance and time on what has been a most complicated matter. I hope all of us can, working together, make progress and deliver on the Report's recommendations.

Conseiller John Guille

Chairman, Policy and Finance Committee

Old Island Hall Lease Report

Dr Melissa McCullough
Lead Reviewer
28 January 2025

CONTENTS

Executive Summary	3
Recommendations	5
Glossary	7
Introduction	
Context of review	8
Objective and scope	9
Importance of report	9
Methodology	9
Relevant legislation	
Reform (Sark) Law 2008	11
Douzaine Mandate	12
Constitution and Operations of Chief Pleas Committees	12
Sark Hall Trust (Dissolution) Law, 2007	12
Background to OIH Lease	12
Timeline of events	13
Analysis	
Douzaine minutes	22
Douzaine meeting attendance	24
Tender	25
Terms of OIH Lease	26
Annual Rent	27
Length of Lease	28
Rent Review	28
Other Terms	28
Execution of the OIH Lease	29
Legal Advice	30
Island Trustees	31
Procedures and Processes	34
Code of Conduct Process	35
Other matters arising	38
Conclusions	38
Acknowledgements	40

EXECUTIVE SUMMARY

This investigation examined the preparation, agreement and execution of the Old Island Hall lease by the Douzaine, the Sark Island Trustees and the Civil Service, and identified the decisions taken and any acts or omissions of all relevant parties. It also examined whether processes were followed by all relevant parties.

Evidence was gathered from interviews with 16 individuals, including members of the Douzaine, Civil Service, Trustees and the Panel. A comprehensive document review was conducted, including relevant emails, meeting minutes, letters, reports, and pertinent legislation including the Reform (Sark) Law 2008, the Douzaine mandate and the Constitution and Operations of the Chief Pleas.

Several important findings emerged. The timeline of events provided evidence of how and when discussions began about the lease of the OIH and how, when and why the lease was agreed and executed. The Douzaine acted in good faith when negotiating the lease; there was no misconduct. However, they should have sought legal advice. Had they done so, there would have been greater confidence in the final agreement for both parties and for all stakeholders involved, potentially avoiding the significant criticism directed at the decision-making process and missing terms in the lease.

The Trustees replaced the front and back pages of the lease in good faith. Along with the Seneschal, they believed this to be the only viable solution; it was done with the agreement of the tenants. However, as the legal advice in relation to s58 of the Reform (Sark) Law was clear that Trustees could sign the lease, at that point it was still unclear as to whether the Douzaine was also authorised to sign leases of Chief Pleas properties, it would have been prudent and critical for the Seigneur and the Seneschal to seek legal advice.

The Panel missed several steps in the process at the start of its investigation and additionally, did not refer to the legislation relevant to the complaints. Like others, there was a failure to seek or to consider seeking legal advice. The Panel did not specify which item of the Code the subject Conseillers had breached yet found them in breach of the Code due to failing in their responsibility to record the discussion of issues arising at Douzaine meetings and keeping accurate minutes at those meetings. The subject Conseillers requested a review of the Panel's decision. Despite the Code of Conduct process stipulating a different Panel should consider a request for a review, the same Panel considered and denied their request on the grounds they hadn't provided any new or relevant evidence. I believe the Panel was somewhat confused for a variety of reasons, but at all times believed they were doing the right thing. This belief was further validated by the positive independent review provided by the Seneschal prior to the Panel finalising its report.

In totality, the errors encompassed decision-making, procedural and communication failures involving the Douzaine, Civil Service, Trustees, the Panel and the Seneschal. I observed a widespread lack of understanding regarding roles and responsibilities, lack of attention to

detail, confusion in understanding the legislation, and an absence of clearly defined processes, governance, and transparency that are essential in a democratic system.

Sark is navigating the challenges of being a relatively young democracy. I understand its difficulties and limitations due to its size and economy. But small can be mighty, and it is my hope that learning gained from this report prompts a sense of spirit and willingness to work together to create the required changes. The issues identified stem largely from administrative errors made in good faith; the absence of misconduct in relation to the lease should be reassuring. The path forward involves learning from these errors to strengthen governance on Sark. This includes implementing more robust governance structures that enhance checks and balances, accountability, and transparency. By doing so, Sark can mitigate future risks and strengthen its democratic processes.

RECOMMENDATIONS

1. A governance framework should be renewed and implemented on Sark to promote best practices in transparency, accountability, and ethical conduct within public services.
2. The Douzaine's mandate would benefit from a stand-alone guidance note to include processes and procedure documents where appropriate.
3. There should be policies and processes developed regarding actions related to the rental, leasing, and use of Chief Pleas properties. These policies should undergo regular reviews, and members must be adequately informed and knowledgeable about these processes.
4. Chief Pleas should be the signatory for all leases for public property owned by the Chief Pleas rather than the Trustees. If the Trustees are merely signatories and cannot interfere with the contents of any lease, then their contribution in the process adds little value. The Chief Pleas could add greater value, including scrutiny, if and where necessary.
5. In addition to the current service level agreement Sark has with Guernsey in relation to the provision of legal advice, consideration should be given to appointing a legally qualified advisor on Sark. The Court of the Seneschal Review (2016)¹ was clear that the Court lacks legal advice. Its author, Roger Venn KC, posited, "*How can the Court be expected to judge such matters where it has no legal advice..*" and recommended the Greffier be legally qualified in future. A legally qualified individual could be responsible for advising the Seneschal, Deputy Seneschal, and others as needed and appropriate. This position is a necessity and could positively influence the culture by ensuring that legal matters are addressed carefully, thoroughly, and regarded as essential at all appropriate stages.
6. Training should be offered to all members of Chief Pleas, committee chairs and members, civil servants, trustees, and Code of Conduct Panels regarding their roles, responsibilities, and relevant legislation. Specialized training in minute-taking should be prioritised.
7. Members of the Douzaine and other committees should be held accountable for their attendance. Chief Pleas should consider enacting a provision that permits the removal of members from committees due to repeated unreasonable non-attendance.
8. Appropriate measures should be implemented to ensure that meeting minutes are made available to the public wherever feasible, and in a timely fashion.
9. The Code of Conduct must be updated and rewritten. Once updated, members should undertake an induction to ensure the provisions of the Code are understood. Provisions of any updated Code must be comprehensive, rules-based and must include a guidance note explaining the rules of the Code.

¹ [The Court of the Seneschal Review 2016](#)

10. The Code of Conduct Panel and all Independent Persons appointed by it need to be trained on the Code and on complaints handling including process, transparency, accountability and fairness. They should be made aware of their ability and duty to access legal advice when required.
11. A Code of Conduct for the Civil Service should be established and enforced by the Executive team.
12. The above recommendations might derive benefit from consulting the Commonwealth's Recommended Benchmarks for Democratic Legislatures.²

² [Commonwealth's Recommended Benchmarks for Democratic Legislatures](#)

GLOSSARY

Conduct Panel	A panel independent of Chief Pleas consisting of at least five members, of which at least three will form an Investigation Panel, who will assess a complaint following the procedures laid out in the Code of Conduct. Panel members may not represent or advise individual Conseillers. The Panel may not be contacted in any way by the Complainant whilst an investigation is underway
Conflict of interest	Any person involved in the procedure of handling an Assessment or Review who has any personal or professional conflict of interest must withdraw from any involvement with the procedure. This also applies to any person who may have advised the Conseiller in question on the matter prior to the allegation of a breach being made
Independent Person	A person, usually a resident of Sark, who is not a member of Chief Pleas, who acts as a reviewer of the case and the procedures used in the investigation
Overriding criteria	The three tests that must be applied in the initial assessment of a complaint. If the three tests are satisfied, then the alleged breach will be investigated by the Investigation Panel following the procedures set out in the Code of Conduct
Subject Conseiller	Conseiller who is subject to the allegation of a breach of The Code
The Code	Code of Conduct for Conseillers of Chief Pleas
Peppercorn rent	A legal term that refers to an annual rent set at an arbitrarily low value, historically as low as one peppercorn, symbolizing a negligible amount with no real economic value.
Retail Price Index	The Retail Price Index (RPI) is one measure of consumer inflation. It is produced by the UK's Office for National Statistics (ONS).

INTRODUCTION

Context for the review

1. The Code of Conduct Panel (“the Panel”) received complaints from Conseiller Makepeace (the complainant) against Conseiller Tony Le Lievre on 2nd April 2024 and Conseiller Paul Williams on 4th April 2024 (“the subject Conseillers”) about the awarding of a lease to a private individual for the Old Island Hall (“OIH”) whilst both were members of the Douzaine committee.
2. The Panel found the complaint admissible and investigated both complaints. They produced an initial report on 30th May 2024³ which was shared with the complainant and subject Conseillers in confidence. The Panel subsequently invited the chairs of the Douzaine and the Policy and Finance Committee to a meeting to explain and share their report.
3. Following this initial report, the subject Conseillers requested time to consider an appeal whilst they sought advice and requested a few extensions. Both subject Conseillers submitted a request for review along with evidence on 5th July 2024. The Panel responded to the subject Conseillers on 9th July 2024, concluding that there was no new, relevant evidence to justify a review of their investigation.
4. The Panel produced a further report on 13th September 2024.⁴ They did not grant a review and reasoned that the only provision for a review within the current Code is if new evidence is submitted. No specific provision is made for errors in procedure.
5. The Committee concluded that to conduct a fair investigation, procedural fairness should naturally be taken into account regardless of the specific details of the Code.⁵
6. On 13th November 2024 at the Extraordinary Meeting of the Chief Pleas, the Chief Pleas recommended commissioning an off-island standalone report into all events surrounding the awarding of a lease to a private individual for the property known as the Old Island Hall. Their reasoning for an independent report included:
 1. The failure of procedures.
 2. A belief this situation deserved a wider investigation than provided by the Panel.
7. This stand-alone report, once completed, will be brought to Chief Pleas alongside the Panel’s report and recommendations to be accepted, rejected or debated by Chief Pleas.

³ Document 1

⁴ Document 2

⁵ [Extraordinary Meeting of the Chief Pleas of Sark 13 November 2024](#)

Objectives and scope of the review

8. The terms of reference for this report include a review of the preparation, agreement and execution the Old Island Hall lease (“the lease”) by the Douzaine, the Sark Island Trustees (“the Trustees”) and the Civil Service from the original decision that the OIH should be made available to be leased to the date of the Extraordinary Meeting of the Chief Pleas on 13th November 2024.⁶
9. The aim of this investigation was to 1) establish the course of events which led to the preparation, agreement and execution of the lease; 2) identify all relevant decisions, actions or omissions taken or made by all relevant parties, whether as a body or on an individual basis; and 3) identify all relevant procedures and processes in place for all relevant parties and establish whether they were followed.

Importance of the review

10. Procedural fairness, especially in conduct complaints against politicians, is crucial for maintaining public trust, protecting rights, ensuring credible investigations, and promoting accountability in the political system. Politicians, like all individuals, have the right to a fair process. Such fairness ultimately reinforces democratic values and the rule of law. The commissioning of this review is extremely important in that regard.

METHODOLOGY

11. The primary contact for information requests was Sark’s SEO and SOO. Request were made to them for emails, minutes of meetings, interviewee contact details, legislation, and clarifications.
12. An assistant to this review, Mr John Devitt, reviewed all evidence and interviews. Together we sifted, reviewed and analysed a substantial amount of information, and provided a sense checking mechanism with each other throughout the investigation.
13. Documentation review involved auditing of correspondence and email communications to establish the facts and identifying and verifying date critical documents that were signed and or agreed to.
14. A list of all relevant individuals from the Douzaine, Civil Service, Trustees, Panel and Seneschal, OIH tenants and legal officers was compiled. Each was sent an invitation to interview⁷ along with a document relating to the process that would be followed.⁸

⁶ ibid

⁷ Document 3

⁸ Document 4

15. The following individuals agreed to attend interview:

Conseiller Tony Le Lievre (Douzaine)
Conseiller Paul Williams (Douzaine)
Conseiller Frank Makepeace (Douzaine)
Conseiller Chris Bateson (Douzaine)
Seigneur Christopher Beaumont (Trustee)
Prévôt Kevin Adams (Trustee)
Greffier Trevor Hamon (Trustee)
Speaker Paul Armorgie (Trustee)
Dr Victoria Stamps, Seneschal
Antony Dunks, Committee Support Officer (Civil Service)
Helen Walsh, former Assistant Chief Secretary (Civil Service)
Diane Marshall, former Assistant Chief Secretary (Civil Service)
Conseiller Kevin Delaney, in his capacity as CEO Sark Developments
Simon Elmont, Leaseholder Old Island Hall
Erika Trabucco, Leaseholder Old Island Hall
Hazel Fry, Chair, Code of Conduct Panel
Peter Cole, Deputy Chair, Code of Conduct Panel

16. The following were invited to interview but were not interviewed: Conseiller Edric Baker, Vaughan Bougourd (former Conseiller), Zannette Bougourd (former Chief Secretary), Jon McLellan (Crown Advocate - Director of Legal Services), Simon Hodgett (Crown Advocate).

17. Interviews were taken under oath by way of affirmation and were carried out remotely via Zoom. All interviews were recorded, transcribed and sent to interviewees for their approval.

18. Interviews were undertaken for the sole purpose of being able to understand the roles and actions taken by the concerned individuals as part of my investigation. There was an undertaking by me and the participants that these were private and confidential. It was never my intention that interview transcripts would be subject to disclosure, and I consider them to be privileged documents. Any quotes used in this report that derive from interviews have been approved for use in this report by the owner of the quote.

19. All relevant evidence provided by those interviewed (emails, text messages, documents, links) was reviewed and form part of this report's timeline and findings.

RELEVANT LEGISLATION

Reform (Sark) Law 2008⁹

20. Section 57 of the Reform (Sark) Law 2008 is relevant to this report:

Acquisition, management and disposal of property.

57. (1) The Trustees, as agent for the Chief Pleas, have all powers necessary –

⁹ [Reform \(Sark\) Law 2008](#)

- (a) to give a receipt for property acquired by or on behalf of the Chief Pleas, which receipt shall be sufficient acknowledgement of its receipt by the Chief Pleas;
 - (b) subject to any direction of the Chief Pleas, for the management and control of property vested in the Chief Pleas;
 - (c) for the disposal of property vested in the Chief Pleas of which the Chief Pleas have authorised them to dispose.
- (2) The Trustees shall not delegate their powers under this section to purchase, sell, alienate or charge property vested in the Chief Pleas but may, if authorised so to do by resolution of the Chief Pleas, delegate to a committee or other body their powers of management, repair and maintenance of such property.

Contracts.

58. A contract made on behalf of the Chief Pleas shall be expressed to be made by the Chief Pleas but shall be signed by the Trustees or such other person as the Chief Pleas may by Ordinance from time to time determine or by resolution in a particular case direct; and the signature of the Trustees or of such other person shall be prima facie evidence that the contract is the contract of the Chief Pleas.

21. Section 43 of the Reform (Sark) Law 2008 is relevant to this report (in conjunction with Sections 45, 46 and 47):

Douzaine.

43.

- (1) The Chief Pleas shall, at an extraordinary meeting of the Chief Pleas to be held as soon as reasonably practicable after the entry into office of the Conseillers following a general election, elect twelve Conseillers to be members of the Douzaine, subject to subsection (3), for the duration of their respective terms of office.
- (2) The Chief Pleas shall from time to time, in the event of a vacancy arising in the Douzaine, elect a Conseiller to the Douzaine to fill such vacancy, such Conseiller to hold office for the period for which the Conseiller in whose place he has been elected would have held office.
- (3) The Chief Pleas may at any time, by resolution, remove a person from the Douzaine.
- (4) The Douzaine shall exercise the functions from time to time delegated to the Douzaine by resolution of the Chief Pleas.
- (5) The quorum at a meeting of the Douzaine shall be such number of members as the Douzaine may, from time to time, resolve.
- (6) The provisions of sections 45, 46 and 47 shall apply to the Douzaine as they apply to any other committee of the Chief Pleas.

Douzaine Mandate¹⁰

22. The provisions of the Douzaine mandate related to its responsibilities relevant to this report are the following:

Paragraph 14: “To be responsible for advertising for tenders and placing contracts for the maintenance of Island property other than that under control of the Island Trustees.

Paragraph 15: “To be responsible for letting, appointing tenants, fixing rents and terms on property surplus to the requirements of the Douzaine.

The Constitution and Operation of Chief Pleas Committees¹¹

23. The provision of The Constitution and Operation of Chief Pleas Committees relevant to this report is:

16.1 “Any Committee meeting (where there are enough members to be quorate) shall be attended by a CSO and minuted fully.”

24. The Sark Hall Trust (Dissolution) Law, 2007¹²

Dissolution of Sark Hall Trust.

1. On the date of commencement of this Law -
 - (a) the Sark Hall Trust shall be dissolved,
 - (b) the Trust property shall vest in the Island Trustees, and
 - (c) the Official Trustees shall be absolved from all obligations and liabilities in respect of the Trust or the Trust property (other than any obligation or liability subsisting at the date of the commencement of this Law).

BACKGROUND TO THE OIH LEASE

25. In 2006, just after the New Island Hall had been opened and the OIH had closed, Mr Simon Elmont approached the Douzaine to inquire as to whether they would be interested in renting or leasing part of the building to him. However, the Douzaine was not interested, as their intention at that time was to demolish the Old Island Hall with a view to extending the graveyard facility.
26. In 2009, a member of the Douzaine approached Mr Elmont to advise him that the Douzaine was now interested in exploring leasing the OIH. However, at that point Mr Elmont had committed to leaving Sark to take up employment.

¹⁰ [Douzaine Mandate](#)

¹¹ [Constitution and Operations of Committees of Chief Pleas](#)

¹² [The Sark Hall Trust \(Dissolution\) Law, 2007](#)

27. Mr Elmont returned to Sark approximately 12 years later. In October 2022, noticing that the Old Island Hall was still in the same condition, he contacted a member of the Douzaine, Conseiller Paul Williams, to inquire whether the Douzaine would be interested in leasing or renting part of the OIH. Conseiller Williams informed him that there were no plans for its use and that he would present the matter to the Douzaine.

That's absolutely thrilling for me,' because the whole place, well, that particular end of the buildings was falling down. The roof was leaking terribly. I said, 'Well, what do you aim to do?' He said, 'What I would like to do if I could possibly rent it would be just to do it up and probably have a bar, a pub.' I said, 'That's absolutely marvellous'.

[P Williams]

I was absolutely thrilled at the idea that somebody would actually be interested in it. He said, 'Of course, the work that'll be done, I'll pay for, for a respectable lease.' So I started chatting to the other guys, especially Tony, of course. He said, 'That's a marvellous idea. Why not, let's see what we can do.' *[P Williams]*

The thing he wanted to do, he said, 'If I've got a timeline where I can get a lease up and running and get the building started straight away so as I can actually open in April.' We went, 'Well, if we can help at all to do that, that makes good sense.' You know, if you're going to spend a lot of money on the building, then you start to want to earn back. *[P Williams]*

TIMELINE

28. The following provides a detailed timeline of the facts as established:

- 28.1. On 25th October 2022, Mr Elmont submitted his proposal¹³. Conseiller Williams said of the proposal:

It was brought to the guys that were on the Douzaine at the time, and they went, 'That's marvellous. See if we can sort out a lease.' *[P Williams]*

- 28.2. On 6th December 2022 a Douzaine meeting was held for which there are no minutes. The Committee Support Officer (“CSO”) and Conseiller Le Lievre said it was an “informal” meeting. The CSO admits to having inadvertently destroyed his written notes of the meeting a year later, prior to having typed them up.

- 28.3. On 7th December 2022 a Douzaine meeting was held. Those present included Conseillers Le Lievre, Bougourd and Williams. Apologies were recorded from Conseillers Makepeace and McHugh. The CS and CSO were in attendance. Minutes in relation to the OIH state that “the proposal for the use of the OIH was explained to the Douzaine”. It was noted that there may be a problem in relation to a historical covenant for which the CSO was to seek advice from the Greffier.

- 28.4. On 13th December 2022, having consulted with the Greffier, the CSO emailed the Douzaine regarding the covenant issue related to sale of alcohol at the OIH.

¹³ Document 5

- 28.5. On 16th December 2022, Mr Elmont emailed Conseiller Le Lievre with a draft lease that he had downloaded from the internet.¹⁴
- 28.6. On 19th December 2022, a Douzaine meeting was held for which there are no minutes. Present at this meeting was Conseillers Le Lievre, Williams and Bougourd. Simon Elmont and Alan Blyth were in attendance along with the CS and CSO. Recollections are limited, but there were likely discussions about the OIH lease, as the CSO would have provided information relating to the sale of alcohol covenant obtained from the Greffier.
- 28.7. On 22nd December 2022, Mr Elmont sent an updated proposal with the outline plan attached.
- 28.8. On 28th December 2022 a Douzaine meeting was held. Those present were Conseillers Le Lievre, Williams and Bougourd. Apologies were recorded from Conseillers Makepeace and McHugh. The CSO was in attendance. Nothing material was mentioned in relation to the OIH lease, apart from a boiler in the toilet area that may have needed repaired.
- 28.9. On 1st January 2023, Mr Elmont sent a revised outline plan to Conseiller Le Lievre.
- 28.10. On 4th January 2023, Mr Elmont emailed Conseiller Le Lievre and the CSO to confirm the names to be included on the lease.
- 28.11. On 4th January, Conseiller Le Lievre emailed the CSO to enquire about what was causing delay regarding the OIH lease.
- 28.12. On 10th January 2023, there was considerable email correspondence between Mr Elmont, the CS and the Douzaine Chairman which included:
1. A revised lease sent by CS to Mr Elmont and Alan Blythe containing a 5-year rent review on the front page (10:21);
 2. Questions from Mr Elmont including in relation to the 5-year rent review (11:35);
 3. Explanation by the CS that she put in a 5-year rent review as it is “standard in commercial leases” (12:04);
 4. Further questions from Mr Elmont to the CS (cc’ing Conseiller le Lievre) asking what the terms of the rent review are and explaining that the low rent and lack of review was because of the required initial investment (12:54);
 5. A final draft of the lease sent by the CS to Mr Elmont with the 5-year rent review removed (13:20);
 6. Mr Elmont thanking CS for her work on the lease and that drawings of the toilets will be sent later that day (13:28); and

¹⁴ Document 6

7. The CS confirming that once she receives the toilet drawings she will finalise and print the lease for signing (13:33).
- 28.13. On 11th January 2023, the CS informed Mr Elmont that the lease was ready for signing; Mr Elmont and Ms Trabucco attended the office and signed the lease.
- 28.14. On 12th January 2023, the CSO contacted Conseiller Le Lievre informing him that the lease was ready for signing.
- 28.15. On 12th January 2023, in response to the CSO, Conseiller Le Lievre asked whether it was “his place” to sign the lease or if it was Conseiller Williams’ (as the OIH Subcommittee Chairman), and further asked “Or does it come back to the Douzaine?”
- 28.16. On 13th January 2023, the CSO advised Conseiller Le Lievre “While it would seem logical for the OIH subcommittee to be signing, the place is really the responsibility of the Douzaine. As it is, you will still be signing on behalf of the Island Trustees”. Conseiller Le Lievre responded “Ok, I’ll pop along and sign it on Monday, thanks”.
- 28.17. On 16th January 2023, the CSO contacted Mr Elmont to advise the lease had been signed and was ready for collection. “Tony came in the Office this morning and signed the leases on behalf of the Douzaine and so your copies are ready to collect, or would you wish me to deliver them instead?”
- 28.18. On 19th January 2023 a Douzaine meeting was held. Those present were Conseillers Le Lievre, Williams, Bougourd and J Booth. Apologies were recorded from Conseiller Makepeace. The CS and CSO were in attendance. It was reported in the minutes in relation to the OIH that “A lease had been drafted and now signed by all parties.”
- 28.19. On 28th April 2023, Mr Elmont was granted a liquor licence that was signed by the Seneschal and the Greffier.¹⁵
- 28.20. On 15th June 2023, the Assistant Chief Secretary wrote to the Guernsey Law Officers to seek legal advice on the OIH lease, and in particular who had the authority to grant a lease for the OIH.
- 28.21. On 16th June 2023, the Law Officer provided legal advice and answers to the questions raised by the Assistant Chief Secretary. The legal advice included the following points:
1. The ownership of the OIH is vested in the Chief Pleas.

¹⁵ Document 7

2. The Trustees have the power to grant a lease of the OIH but only if authorised to do so by the Chief Pleas.
 3. The Trustees do not have exclusive power to grant a lease over land belonging to the Chief Pleas.
 4. Advised to check if there is a resolution by the Chief Pleas that gives either the Douzaine or the Trustees the power to lease property on their behalf.
- 28.22. On 6th July 2023 a Douzaine meeting was held. Conseillers Le Lievre (Chairman), Barker, Booth, Kennedy-Barnard, Makepeace, Sullivan and P Williams were present. It was suggested that Mr Elmont be invited to a meeting with the Douzaine to seek to renegotiate the terms of the lease. They agreed that the negotiated terms would be to keep the rental rate of £23/week for five years and move to “market value” after 5 years.
- 28.23. On 9th July 2023, Conseiller Williams resigned from the Douzaine.
- 28.24. On 12th July 2023, the Douzaine wrote to Mr Elmont to request he meet with them to renegotiate the lease.¹⁶ Mr Elmont responded that he was not interested in renegotiating his lease.
- 28.25. On 27th July 2023, a Douzaine meeting was held and those present were Conseillers Barker, Booth, Kennedy-Barnard, Makepeace (Deputy Chairman) and Sullivan. The CSO and Assistant CS were in attendance. Conseiller Makepeace was elected as Chairman by unanimous vote.
- 28.26. On 26th February 2024, a query was brought to Seigneur Christopher Beaumont regarding retrospective landscaping permission for the work being carried out by Mr Elmont in the courtyard of the OIH. This prompted Seigneur Beaumont to request a copy of the lease.
- 28.27. On 27th February 2024, Seigneur Beaumont received a copy of the OIH lease; this was the first time he had sight of the lease. Mr Beaumont spoke with the Seneschal.
- 28.28. On 28th February 2024, Seigneur Beaumont forwarded the lease to the other Trustees (Prévôt Adams, Greffier Hamon and Speaker Armorgie). The Trustees discussed the matter over email, including their dissatisfaction at the terms of the lease and the signature of the lease by Conseiller Le Lievre “on behalf of the Island Trustees”. Seigneur Beaumont explained to the Trustees that the Seneschal agreed with him that unless there had been a resolution of Chief Pleas to authorise the Douzaine to sign the lease “on behalf of the Trustees” then it should have been the Island Trustees that signed the lease. An agreed solution was to replace the

¹⁶ Document 8

landlord's name on the front page with "Island Trustees" and to replace the signature back page with the signatures of the Trustees.

- 28.29. On 4th March 2024, the front and back pages of the lease were replaced and signed by the Trustees and tenants, Mr Elmont and Ms Trabucco. The document was witnessed by the CSO.
- 28.30. On 14th March 2024, three Trustees attended a Douzaine meeting (Prévôt Adams, Seigneur Beaumont and Speaker Armorgie). Those present included Conseillers Makepeace (Chairman), Barker, Booth, Couldridge and Harrison. Apologies from Conseiller Sullivan were noted. The CSO was in attendance. Seigneur Beaumont explained that the Douzaine did not have the power to sign the document on behalf of the Trustees and outlined the action which had been carried out by the Trustees. "It was agreed that the Trustees were the 'landlords' and the Douzaine was responsible for the upkeep". After this meeting, all members resigned from the Douzaine except Conseiller Makepeace.
- 28.31. On 2nd April 2024, a vote of no confidence was lodged against Conseiller Makepeace by Conseillers Barker, Bateson, Couldridge, Harris, Le Lievre, Miller, Plummer, P Williams, and S Williams.
- 28.32. On 2nd April 2024, Conseiller Makepeace submitted a Code of Conduct complaint against Conseiller Tony Le Lievre alleging that:
- "Conseiller Le Lievre in his role at the time of Douzaine Chairman acted inappropriately with disregard to Chief Pleas established rules of procedure whilst awarding a lease to a private individual for a property known as "The Old Island Hall". That he further failed to act in the best financial interests of the tax paying public whilst awarding a lease to a private individual for a property known as "The Old Island Hall". The property being held in Trust on behalf of the beneficiaries who are the residents of the Island."*¹⁷
- 28.33. On 4th April 2024 Conseiller Makepeace submitted a similar Code of Conduct complaint against Conseiller Paul Williams.¹⁸
- 28.34. On 7 April 2024, the Panel wrote to Conseillers Le Lievre and Williams informing them of the complaint but with limited detail of the complaint. Conseiller Williams requested further details of the complaint. The Deputy Chair confirmed that the Panel "would like to discuss this with you, to get your perspective on what transpired, before we must decide whether Conseiller Makepeace has a valid complaint" suggesting that at that stage the Panel was assessing admissibility of the complaint.

¹⁷ Document 9

¹⁸ Document 10

- 28.35. On 8th April 2024, Conseiller Le Lievre met with the Panel, made up of five members.
- 28.36. On 10th April 2024, at the Easter meeting of the Chief Pleas, the vote of no confidence proposition was carried and Conseiller Makepeace was removed from the Douzaine.
- 28.37. On 17th April 2024, Conseiller Williams met with the Panel, made up of five members.
- 28.38. On 2nd May 2024 a Douzaine meeting was held. Present at that meeting was Conseillers Bateson (Chairman), Barker (Deputy Chairman), P Williams, S Williams with apologies from Conseillers Booth and Le Lievre. The CSO was in attendance. The minutes state “The advice that had been given to the Senior Operation Officer (on behalf of the Douzaine), in respect of the OIH lease was ‘...it’s necessary to know if there is a specific resolution of Chief Pleas in this respect. If there is not, it seems likely at present, on the facts as I understand them, that the lease is void and so of no effect.’...” “As no such proposition had been before Chief Pleas, the lease would be void and had not effect.” On the matter of the new version lease (as re-covered by the Trustees), it was agreed that as it had not been put to Chief Pleas, it should not go to the Court to be registered unopposed. It is unclear from the minutes exactly who the “Senior Operations Officer” is referring to. However, it was not the current SOO as he only took up his post in August 2024.
- 28.39. On 3rd May 2024, in an email thread between the CSO and Douzaine, the CSO states *“In short, the advice from Jon McLellan, as things stand, is that ‘the lease is void and so of no effect’. On the basis of this advice, the Douzaine would not recommend the amended lease being put before the Court. The Douzaine has sought permission for the advice to be given to the Trustees, which has been given by Jon McLellan. A hard copy is available for collection from the Office.”*
- 28.40. On 24th May 2024, the lease was registered in court.¹⁹ Seigneur Beaumont was present. The Chairman of the Douzaine, Conseiller Bateson, spoke and appeared to have been unaware of the legal advice that had been circulated. Seigneur Beaumont explained the legal situation in court. The Seneschal further reviewed the Douzaine Mandate and the lease was registered.
- 28.41. On 24th May 2024, after the lease had been registered in court, in an email to Conseiller Bateson, Seigneur Beaumont wrote “You might like to ask Tony [CSO] why the advice I gave in court today was not passed on to the Douzaine when he received the same argument over 2 weeks ago. Maybe it was?”

¹⁹ Document 11

- 28.42. On 25th May 2024, Conseiller Bateson wrote to Douzaine members expressing his frustration and embarrassment on not picking up on Item 15 of the Douzaine mandate, and the Seigneur's email not being forwarded to the Douzaine committee.
- 28.43. On 29th May 2024, the Seneschal as an "Independent Person" in accordance with the Code procedures at section 2.2 (5), reviewed the Panel's report and assessed whether the correct procedures had been applied by the Panel. The documentation reviewed by her was the Panel's 4-page report and the Code of Conduct. Her review was provided to the Panel on "Court of the Seneschal" headed paper. In it, the Seneschal concluded:
- "The CCP [the Panel] have conducted the investigation in line with the required procedures and have produced a detailed, reasonable and fair report of what they have discovered".²⁰
- 28.44. On 30th May 2024, the Panel issued their report to Conseillers Le Lievre and Williams²¹ and the complainant, providing them with ten days to respond should they wish to appeal. The Panel's report found both in breach of the Code stating that:
- "It is the Panel's view that the complaints made by Conseiller Frank Makepeace are justified. The main responsibility for the recording the discussion of issues arising and keeping accurate minutes clearly falls on the Chairman, Cons. Tony le Lievre; however, from his long experience as a Douzainier and having served on other committees of Chief Pleas, Cons. Paul Williams should have also been aware of the requirements for keeping a proper record of discussions and Minutes."
- 28.45. On 4th June 2024, Conseiller Le Lievre notified the Panel that he will be seeking advice on its findings and on appealing its findings.
- 28.46. On 5th June 2024, Conseiller Williams notified the Panel that he will be seeking advice on its findings and on appealing its findings.
- 28.47. On 7th June 2024, prior to the ten working days specified in the Code, the Panel Chair sent its report including the Seneschal's Independent Person review letter to the Speaker.²²
- 28.48. On 10th June 2024, the Panel Chair met with the Speaker, Deputy Speaker, Chair of the Policy & Finance ("P&F") Committee, and Douzaine Chairman to discuss the report.
- 28.49. On 10th June 2024, Conseiller Le Lievre and Williams notified the Panel that they wished to appeal and sought their advice on the procedure. The Panel responded

²⁰ Document 12

²¹ Document 1

²² Document 13

on the same date confirming they had 5 working days left to challenge the report, and any new evidence should be sent to the Speaker.

- 28.50. On 12th June 2024, Conseiller Williams wrote to the Panel suggesting that procedurally the date for responses should have been 10 working days (13th June 2024). He advised that the meeting the Panel Chair had with the Speaker and others on 10th June regarding the report should not have occurred prior to the 13th of June 2024.
- 28.51. On 13th June 2024, the Panel Chair responded stating that she met the P&F Chair and others within the ten days and that he had 5 more days to provide a response. She further advised they could request more time.
- 28.52. On 16th June 2024, Conseillers Le Lievre and Williams wrote to the Speaker and Panel Chair asking for a 90-day extension citing reasons of procedural irregularities by the Panel and the political motivation of the complainant.²³
- 28.53. On 21st June 2024, the Panel wrote to Conseiller Williams asserting that all evidence the Panel considered came from the Douzaine minutes. They apologised for not having informed him of the Independent Person at the correct time. The Panel agreed to an extension of 15 calendar days to send the Panel any new evidence and documentation. The Panel appeared to have based its decision on not giving the Conseillers the name of the Independent Reviewer when they should have and not properly observing the 10 *working* days. They advised, “A review will only be granted if credible new evidence is produced.”²⁴
- 28.54. On 28th June 2024, Conseiller Makepeace circulated an email to the Speaker and members of the Douzaine disclosing confidential information which stated:
- “I intend to ask the following question at next week’s meeting of Chief Pleas, With the overwhelming guilty verdict against Cons Tony Le Lievre and Cons Paul Williams in the "Old Island Hall" code of conduct complaint does the Douzaine intend to seek to remove both members so as not to further blemish its reputation?”
- 28.55. On 1st July 2024, the subject Conseillers separately but similarly, wrote to the Panel seeking a 90-day extension from 17 June 2024 due to the time they need to gather the substantial amount of evidence.²⁵ In their letters, they highlighted the inaccuracies in the Panel’s report and provided evidence that they believe suggested political motivation by the complainant that the Panel should have taken into account when considering admissibility.

²³ Document 14

²⁴ Document 15

²⁵ Document 16

- 28.56. On 2nd July 2024, the Panel rejected the request for a 90-day extension and any suggestion the Panel should have considered political motivation. The Panel confirmed 5th July 2024 deadline for responses.²⁶
- 28.57. On 3rd July, at the Midsummer meeting of the Chief Pleas, the Panel stated that the requirement for subject Conseillers responses was “evidence”, notwithstanding the requirement was “evidential reasons with supporting documentation”.
- 28.58. On 4th July 2024, soon after seeing the Seneschals review, Conseiller Le Lievre wrote to the Seneschal seeking advice.²⁷
- 28.59. On 5th July 2024, Conseillers Le Lievre²⁸ and Williams²⁹ sent the Panel Chairman their responses seeking a review of the Panel’s report. The information they each provided was in a zip file and included detailed consideration of the complaint and evidence such as copies of other recent leases prior to the OIH lease that were signed by the Douzaine, photos of the OIH prior to the lease, and various email correspondence. Both Conseillers believed this to be new evidence that the Panel had not considered in reaching their conclusion.
- 28.60. On 8th July 2024, the Seneschal replied to Conseiller Le Lievre’s 4th July email advising that he should raise his concerns with the Panel Chair. She also attached the Conduct Panels Terms of Reference she had considered in her review.³⁰
- 28.61. On 9th July 2024, the Panel responded to Conseillers Le Lievre and Williams stating, *“The Panel has discussed it at length and has concluded that there is no new, relevant evidence to justify a Review of our investigation”*.³¹
- 28.62. On 12th July 2024, Conseiller Le Lievre wrote again to the Seneschal to arrange a meeting to discuss the circumstances of the Panel’s report conclusions and how unfairly they had been determined.³²
- 28.63. On 13th July 2024, the Panel wrote to the subject Conseillers informing them that it was taking advice on the mechanisms of a possible review.
- 28.64. On 17th July 2024, the subject Conseillers along with individuals accompanying them for support, met with the Seneschal.
- 28.65. On 5th August 2024, Conseiller Makepeace forwarded a copy of the Panel’s report to Chief Pleas, the Ministry of Justice UK, the Governor, the Speaker and the SEO

²⁶ Document 17

²⁷ Document 21

²⁸ Document 24

²⁹ Document 25

³⁰ Document 22

³¹ Document 18

³² Document 23

of Sark.³³ This was an intentional and unauthorised disclosure of highly confidential information.

“It has been brought to my attention that despite the findings of the code of conduct panel report being published to relevant parties on 30th May 2024 (over two months ago). The majority of Conseillers still haven’t received a copy of or had an opportunity to view the report.
So this is it.”

28.66. On 13th September 2024, the Panel issued a further report outlining their decision not to grant a Review as they found no new evidence in the subject Conseillers responses and that there were no provisions in the Code to allow a review based on procedural fairness.

28.67. On 13th November 2024 at an Extraordinary Meeting of the Chief Pleas, it was agreed to commission this independent report.

ANALYSIS

29. With the above facts and timeline established, the following section presents an analysis of the evidence and information concerning the primary issues related to the decisions, actions, omissions, and adherence to processes by the Douzaine, Civil Service, Trustees, the Panel, Seneschal and other involved parties.

Douzaine Minutes

30. According to Section 16.1 of the Constitution and Operation of Chief Pleas Committees³⁴ "Any Committee meeting (where there are enough members to be quorate) shall be attended by a CSO and minuted fully." The CSO confirmed it is his role to take minutes. The responsibility for taking minutes lies with the CSO, not the Conseillers.

31. Because of the unusual nature of the Douzaine and OIH Subcommittee composition at the time, the CSO confirmed that the Douzaine was simultaneously the same composition as OIH Subcommittee. The CSO attended and took minutes of any formal meetings regarding the OIH lease. Meetings are referred to in this report as “Douzaine” meetings.

Any meeting where the Old Island Hall was discussed would've been in Douzaine meetings, and so there would be minutes of that meeting. Douzaine minutes are not Hansard, they're not a verbatim record of what people said. The purpose of these meetings is you discuss things and then you note actions to be taken. Any decision made, any action, that's all the purpose of minutes are. [CSO]

32. Meetings of the Douzaine that took place from the point of the proposal by Mr Elmont on 25th October 2022 up until soon after the signing of the lease include 17th November

³³ Document 19

³⁴ [Constitution and Operation of Chief Pleas Committees](#)

2022, 6th December 2022, 7th December 2022, 19th December 2022, 28th December 2022 and 19th January 2023. Conseillers Makepeace and McHugh were not present at any of the above meetings and were recorded in the minutes as apologies.

33. There are no minutes available for the Douzaine meeting held on 6th December. At interview, the CSO stated that he had made an error, explaining that his written notes for 6 December meeting were erroneously destroyed prior to him realising that he had not typed them up.

It's a shame, they sat on my desk for the better part of six months. Unfortunately, they never - because they were notes of a meeting, no decisions were made at the meeting, no actions were planned for that meeting, they remained as notes for a long time. Then in my six-monthly sweep up, they were removed. They have been disposed of, so there's nothing, there's no record of the meeting. I've not hidden this fact from the tribunal. They were told exactly that this had happened. It is not - it does not look well on me. It does not look well on the Douzaine. [CSO]

34. When asked if there was any other reason than error for these minutes being destroyed, the following was stated at interview:

There was absolutely no reason for anyone on the Douzaine committee to want to hide what was going on. In fact, we were quite happy to discuss this with anybody that asked us a question about it, because we were delighted that we'd found an occupant for this derelict, falling-down building. As far as Tony Dunks is concerned and the actual recording of the minutes and then subsequently mislaying them, I can't speak for him, but I've worked with him for a very long time, and I certainly can't imagine that there was any malice as far as that was concerned. I think it was simply an error. [T Le Lievre]

To my personal point of view, absolutely not. As far as I was concerned, Tony Dunks was still taking the minutes when, at least, I was at those meetings, although they weren't referred to later on. Just thought everything was moving forward without any problem, actually. [P Willaims]

35. The CSO and Conseiller Le Lievre stated that the 6 December meeting was an “informal” meeting. It is likely that the OIH lease was the topic of discussion at this meeting.

Yes, I'm going to have to make an assumption that, obviously, this was an ongoing have expected us to continue to discuss as and when required, and the very fact that we had a meeting on 6th December, then I would certainly have expected the discussions of that meeting to be concerned with the Old Island Hall lease. [T Le Lievre]

It was an informal meeting, and I was asked to attend. It would have been between Zannette, her husband, Vaughan Bougourd, Paul Williams and Tony Le Lievre. Simon Elmont was present. The meeting took place and they were just discussing more or less what the plan was for the hall, as in what Simon planned to do with it, including his ultimate idea of doing things like setting up a brewery nearby which is the next step.. [CSO]

36. The minutes on 7th December include “There was a proposal for the use of the OIH. was explained to the Douzaine, however there may be a problem that an old clause may prevent the sale of alcohol on the site.” An action point was that the Chairman and CSO

“speak with the Greffier to look at the lease”. Additionally, the Douzaine confirmed its decision to elect Conseiller Vaughan Bougourd to the OIH Subcommittee.

37. The Douzaine meeting on 19th December 2022 has no corresponding formal minutes. It was recollected as an “informal” meeting, likely containing discussions about the OIH lease as this was soon after the CSO consulted with the Greffier about the covenant and liquor license for the OIH. Mr Elmont does not recall the date, but he confirmed he only attended one meeting in relation to the OIH lease in which he said Tony and Paul were present and were wholly led by the CS. He was agreeing with what the CS was saying because it was favourable to him. It is very likely the meeting he attended was the 19th of December 2022. I do question how, if Mr Elmont and Mr Blyth were present and the OIH lease was discussed, the meeting could be deemed as “informal”.

The catering permit that Simon was obviously going to need to get was also discussed, and I think at the time, I'm trying to remember which meeting it was that the covenant... That would have been on the 16th that Tony Dunks approached the Greffier. [T Le Lievre]

38. Minutes of 28th December meeting show that little was mentioned about the OIH lease, apart from a boiler in the toilets and the minutes of the Douzaine meeting on 19th January 2023, three days after the execution of the lease, simply state “A lease had been drafted and now signed by all parties.”
39. In addition to minutes not being available for the 6th and 19th December meetings, the minutes that do exist offer minimal detail, making it difficult for anyone to comprehend the decisions made regarding the Old Island Hall lease agreement. This is particularly concerning given that the Panel confirmed in their 21st June 2024 letter to Conseiller Williams that the only evidence they used in relation to their report came from the Douzaine minutes.³⁵

Attendance at Douzaine meetings

40. At the time of negotiating the Old Island Hall lease, the Douzaine consisted of five members. However, two members were absent from all meetings during the negotiation period for the lease; it was struggling to achieve quorum and manage its workload during that time. Conseiller Makepeace was absent due to his request to record meetings being declined by Conseiller Le Lievre. Conseiller McHugh was off-island for studies. The CSO confirmed that, regardless of their attendance, all members of the Douzaine including Conseillers Makepeace and McHugh would have received the agenda for each meeting as well as the minutes soon afterwards. Conseiller Makepeace confirmed this to be true.
41. As it stood, the Douzaine was operating with only three active members. According to the minutes, it appears that with a five-member committee, the quorum was set at three, which complies with the requirement of having half the members rounded up. It is highly

³⁵ Document 15

likely that had all members been present, the lease would have undergone more thorough scrutiny. It could be argued, had Conseiller Makepeace been attending the meetings, he might have had the opportunity to express his views on the tender and other lease terms. Further, as it has been refuted by the subject Conseillers that an established process exists for leasing Chief Please properties (nor could this investigation confirm any existence of the same), had Conseiller Makepeace been attending he could have pointed the Committee to the “established rules of procedure for awarding a lease to a private individual for a property,” as cited in his Conduct complaint against Conseillers Le Lievre and Williams.

42. In failing to attend meetings, Conseillers Makepeace and McHugh put the Douzaine at a disadvantage, particularly in the preparation, negotiation, and execution of the Old Island Hall lease, as there were fewer members available to scrutinise the lease.

Tender decision

43. The Douzaine Mandate states that the Douzaine is “to be responsible for advertising for tenders and placing contracts for the maintenance of Island property other than that under the control of the Island Trustees.” This provision does not impose a requirement on the Douzaine to conduct a tender process for leases of Chief Pleas property. And it specifically excludes any responsibility to do so for Island property under the control of the Trustees. Therefore, the decision regarding whether to put the Old Island Hall lease out to tender was either solely at the discretion of the Douzaine or was prohibited in relation to the OIH. Either way, there was no requirement to go out to tender.
44. Further to it not being a requirement, putting the Old Island Hall out to tender was not considered due to concerns about the expense, a history of unsuccessful tenders, and the fact that the property was sitting derelict without any interest for twelve years. If the building had remained vacant for much longer, it would have required demolition at a significant cost to the Chief Pleas. Additionally, Mr Elmont submitted a proposal that necessitated substantial investment from him, with no guaranteed success for his business. He did not approach the Douzaine to participate in a competitive tender process and confirmed at interview that he would not have done so.

...our understanding at the time was that leases, such as we're talking about, didn't need to go out to tender. [T Le Lievre]

We had experienced previously, we have another building under our control, or had at the time another building under our control, called the Harbour Café, which is at the bottom of the hill, which the Douzaine has leased over decades. On one occasion, that was actually put out to see if there was any interest in leasing it and we got absolutely nowhere with that. It cost us money to renovate the property, to bring it up to a level that would make it leasable in the first place, and we kind of felt that we'd had our fingers burnt once already as far as that particular situation was concerned, where we'd had to invest some of our hard-earned cash into the property to make it worthwhile to lease. Someone else was coming along, offering to spend their own money, so we didn't see any need to go out. We can't find anywhere within our mandate that says we should go out to tender for leases

anyway. We have, within our mandate, a tender requirement for repairs and rebuilds and such like, but not for leases. So we didn't feel that we were stepping outside of our boundaries there anyway. [T Le Lievre]

... if anybody would have been interested in the first place over the past eight years before that, when the building was falling to bits, somebody could have come along and said, well, hey, what are you going to do with the Old Island Hall? So it never even entered our heads that we should start advertising it out. [P Williams]

How many people were banging on the Old Island Hall's door to say, 'Do you know what? I could make something of that if you give me a chance.' In hindsight, of course, it's really easy to say, 'Well, as soon as somebody showed an interest, you should have opened it up to the rest of the Island for everyone to say, oh, yes, now that he's had a good idea, I can do that as well.' That in itself might be extremely unfair, so tendering is something that is difficult. [C Beaumont]

45. Any suggestions that the decision not to put the Old Island Hall out to tender stemmed from preferential treatment toward Mr Elmont is unfounded. Were Conseillers Le Lievre and Williams supportive of Mr Elmont leasing the Old Island Hall? Yes. Would they have been equally enthusiastic about anyone else leasing the property? Yes. They were delighted for Sark and for Mr Elmont.

The existing building was derelict. It was open to the elements. It had been repaired on a couple of occasions to stop it falling into the road. So it was a liability. In fact, had it not been clad in asbestos sheeting, it would have been demolished prior to Mr Elmont coming and ask us to take on a lease on the property anyway. It was only the disposal of the asbestos that was the stumbling block as far as demolition was concerned, and we don't have very deep pockets on the Douzaine or even as far as Sark Exchequer is concerned, and there was a considerable worry that we couldn't afford to demolish the building because of the asbestos, so it was basically left. It had been empty and derelict for 12 years. So given that someone was coming along showing an interest in leasing the place and putting their own money into it to bring it up to a usable condition, we thought that that was manna from heaven, and we encouraged every step of that process to happen from there on in really. I suppose, in a nutshell, that's how it all happened, and that's how we got to talking about it. [T Le Lievre]

The whole thing seemed so easy, and so practical, and so beneficial for, especially, not just Simon, but especially for the Douzaine and Chief Pleas, because as a side issue now, you may have already heard, he's spent £100,000 on that place, and the island couldn't afford to do anything like that. We were going to have to spend money on it eventually because there would have been another year, 18 months, and part of it was falling down as it was, and hey, thank you, somebody's doing it for us, you know. [P Williams]

The terms of the OIH lease

46. Much has been discussed regarding the terms of the negotiated lease, primarily focusing on the notion that they were overly generous to the tenant, that crucial terms were absent, and that the Douzaine neglected to seek legal advice. My investigation undertook a detailed analysis and examination of these allegations.

47. Mr Elmont downloaded a template lease from the internet as a starting point and did not engage an advocate or seek legal advice. He stated that he negotiated the terms of the lease with the CS and attended only one meeting, the date of which he cannot recall, but was very likely on 19th December 2022 for which there are no minutes.

Simon came along with a lease that he downloaded, I believe, from the internet. So it was a generic lease that we all looked at. That was when Zanette said, this is within my skill set, I need to go away and look at this, and she came back with an entirely differently worded and set-out lease, and that was what we worked from. That's it, really. [T Le Lievre]

48. The CS, who had previous experience in real estate, is described by Mr Elmont as having "professionalised" the lease. While the CS may have negotiated the lease with Mr Elmont, she was acting on behalf of the Douzaine and with their consent. The terms of the lease were agreed upon by the "active" members of the Douzaine at that time, which included Conseillers Le Lievre, Williams, and Bougourd.

I think Zanette as the head civil servant at the time, she was Chief Secretary, she gave us the benefit of her previous experience in estate agency that she felt she was well-equipped to do that negotiation. I'm not going to say that it was entirely her, because I don't think it was, but I think she drove the negotiation, if you will, and she was certainly responsible for the wording and the putting together of the lease... [T Le Lievre]

Rent

49. The Douzaine agreed that the rent would be classified as a "lease peppercorn rent." Peppercorn rent is a legal term that refers to an annual rent set at an arbitrarily low value, historically as low as one peppercorn, symbolizing a negligible amount with no real economic value. The rationale for utilising peppercorn rents is diverse, but in the context of the Old Island Hall, it was likely intended to preserve the property's value and avoid the costs associated with the future demolition of the building.

I think we'd all agreed at a much earlier stage, and I don't wish to repeat myself, but as far as the level of investment from Simon was concerned, we'd agreed that it was going to be a peppercorn rent, and we all agreed that was the level of the peppercorn rent we wanted to impose. [T Le Lievre]

50. The original figure proposed to Simon Elmont was lower than the final agreed amount of £1,200 per year, starting at £500 annually. Mr Elmont negotiated to increase the amount he would pay.

Actually the initial figure was less than that, and then we decided that we thought... I think it was a group exercise, it was discussed at committee and that was the figure that we came up with. I'm going to be honest and say, I don't think anybody sat and worked out whether that was a value or not. It was a figure that was just pulled out of nowhere, really, and put into the lease because we felt that that was a fair amount, an affordable, fair amount for Simon to be paying given the level of his investment in renovating the property. [T Le Lievre]

51. The peppercorn rent could have been set at £1 per year, as is common for such arrangements. The discussion of whether £1, £500, or £1,200 represents the "correct"

annual rent or "market value" for the Old Island Hall is somewhat irrelevant, as peppercorn rent is not based on market value. The amount agreed upon by the Douzaine and Mr Elmont was an "arbitrarily low value" peppercorn rent, as intended, considering the significant investment needed to be made in the property.

52. According to Mr Elmont's own account, he has invested nearly £100,000 in renovations for the Old Island Hall. It appears that Mr Elmont may have self-financed these renovations. However, even if we consider the scenario in which he had secured a bank loan for £100,000, a straightforward calculation suggests that he would have been paying approximately £2,000 per month over a typical maximum term of six years, with an estimated interest amounting to £38,000.
53. In my opinion, the annual rent that was determined was not a mistake on the part of the Douzaine, its members, or anyone else; peppercorn rents are typically set at arbitrary low levels. The rent could have been £1 per year and still considered acceptable if both parties agreed to it. I do not believe it can be concluded that the Douzaine or its individual members acted against the best financial interests of the taxpaying public when they agreed, in good faith, to lease the OIH with a peppercorn rent of £1,200 per year.

Lenth of the lease

54. Mr Elmont appears to have negotiated, in good faith, a ten-year lease with an option for another ten years. The Douzaine agreed to these terms in good faith, understanding that Mr Elmont believed this length of lease was necessary to justify the substantial investment he planned to make in the property. It is not uncommon for leases involving peppercorn rents to be for extended periods to enable the tenant to recoup their investment.
55. While some may criticize the duration as excessively long, I do not believe it can be concluded that the Douzaine or its individual members failed to act in the best financial interests of the taxpaying public when they agreed to a term of ten years plus an additional ten years in good faith.

Rent Review

56. A version of the lease on 10 January 2023 contained a 5-year rent review on the front cover. Conseiller Le Lievre explained that this was a term that was debated and negotiated out by Mr Elmont:

What we'd done was present the lease, when it was at that stage, to Simon Elmont, ... but he negotiated that five years out because he felt he was investing a considerable sum of his own money, and he wanted to be sure that he had sufficient time, if you will, to recoup that money and establish the business. So as far as negotiations are concerned, I think that was a perfectly acceptable thing to expect from his side of the table, and he was successful in asking for that to change. [T Le Lievre]

My recollection is that we were all in agreement that given the level of investment that we are talking about, that was an acceptable thing to do and that the five-year review, or however it's worded, I can't remember exactly how it's worded, would change and it would be done on a ten-year basis. [T Le Lievre]

57. Neither the Douzaine nor its individual members acted against the best financial interests of the taxpaying public when they agreed, in good faith, to eliminate the 5-year rent review provision.

Other Terms: Retail Price Index (RPI) & Waste Removal

58. Regarding the Retail Price Index, it is evident that this aspect was not taken into account and may, in fairness, be difficult to calculate accurately given Sark's unique status, economy, and size.

And in fact, I know there was a certain amount of naivety as far as this was concerned, the content of the lease, but we were relying on someone that we thought was the professional that was putting this together. In hindsight, perhaps we could have done it an entirely different way and we could have put these wordings in there, but that was never considered and we were never advised that that should have been a consideration. [T Le Lievre]

59. Items such as waste/sewage removal are relevant and the responsibility for paying the same should have formed part of the lease agreement. I note there has been some level of agreement with Mr Elmont on his responsibility to pay his fair share for waste removal.
60. These terms should have been thoroughly examined and understood by the Douzaine during the lease negotiations. This oversight is closely tied to the Douzaine's excessive reliance on the expertise of the CS, their decision not to seek legal advice, and the failure of the CS to advise the Douzaine to seek legal guidance.

Execution of the OIH lease

61. The OIH lease agreement was signed by both parties and became legally binding on the 16th January 2023 despite the date on the lease being 2nd January 2023.

I don't know why 2nd January was put on there. It may have been that, during discussions, that was decided as the earliest start date that the lease could actually take place from, but it was not signed on the second of January. [T Le Lievre]

There was an urgency in the respect that Simon was keen to get started at the beginning of the new year so that he would be up and running for the season, which, generally speaking, starts at Easter around here, and there was an awful lot of work to do to get it to that stage. So he was keen for it to happen as soon as possible. [T Le Lievre]

We have email exchanges that prove that the content of the lease wasn't completed then. There were various other aspects that needed to be added to it and negotiations around the footprint outside that was going to be used and various other things which I think are highlighted in the in the emails, and we were looking at, I believe, the 11th. [T Le Lievre]

62. Both parties agreed to and signed the lease dated 2nd January 2023, therefore, I am not convinced that this discrepancy affects the parties involved. However, it has contributed to the misconception that the lease was negotiated and signed with undue haste. The lease was signed approximately 12 weeks from the date Mr Elmont submitted his proposal on 25th October 2022 to the signing date of 16th January 2023.
63. Conseiller Le Lievre stated that he signed the lease in good faith, believing he was doing the same as the Douzaine had done for previous leases.

That was past custom and practice as far as we were concerned, it's what we did, and we took it that what we were doing as far as the Old Island Hall was concerned was exactly the same. Where it says that we are signing on behalf of the Island Trustees, I don't think we considered that. I think what we considered was that we were authorised to do what we were doing because we'd done it for other properties, and we felt that this fell under the same umbrella.....Apart from the fact that we knew that they knew what we were doing. [T Le Lievre]

So to give that some slightly different context, the Trustees, some 12, 18 months prior, had handed over their responsibilities for all the properties that they were previously engaged in, in the maintenance and the upkeep of school teachers' houses, this sort of thing. The Douzaine took that on, whether we liked it or not, I might add, but that was given to us as they no longer wanted those responsibilities. So I think that probably, in my mind, that would have planted the seed, if you will, that the Trustees were no longer wanting to be involved in what was going on with the properties. Therefore, it was our responsibility, and we were happy to go ahead and do what we did without formally informing them, because we felt that they'd given us the responsibility, because they'd handed all this property over to us and said, get on with it. [T Le Lievre]

64. Emails between the CSO and Conseiller Le Lievre on 16th January 2023 further point to the fact that Conseiller Le Lievre did not know whether he or Conseiller Williams should be signing the lease. He also did not query whether the Trustees should be signing the lease, presumably because he did not think they were the appropriate signatories. The CSO advised Conseiller Le Lievre “While it would seem logical for the OIH subcommittee to be signing, the place is really the responsibility of the Douzaine. As it is, you will still be signing “on behalf of the Island Trustees”.”
65. To add further confusion to the matter, the CSO contacted Mr Elmont to advise the lease was ready for collection: “Tony came in the Office this morning and signed the leases on behalf of the Douzaine and so your copies are ready to collect.”
66. I have been informed by the CSO that it was the CS who inserted the phrase “on behalf of the Island Trustees” on both the front and back pages of the lease. Since the CS did not participate in this review, I cannot independently verify this information. Regardless, Conseiller Le Lievre relied on the advice of the CSO and the lease preparation by the CS and proceeded to sign the lease as requested “on behalf of the Island Trustees”.

67. In my opinion, Conseiller Le Lievre acted in good faith when he signed the lease based on the advice of the CSO and in line with the information inserted by the CS on the front and back pages of the lease. He was also familiar with previous leases, some of which he had signed, while others had been signed by former Douzaine Chairmen without any issues. The inaccurate advice given by both the CSO and the CS regarding the execution of the lease and the appropriate signatories was the primary reason for his decision to sign the lease. It was neither unreasonable nor unusual for Conseiller Le Lievre to place his trust in the guidance provided by the CSO and CS in this situation.

Legal Advice

68. Legal advice was not obtained prior to the execution of the lease, and the reluctance to seek such advice appears to stem from several reasons. First, the Douzaine was naively over-reliant on the CS's previous real estate experience. However, the CS was not employed by Chief Pleas as an expert in the legalities of lease agreements for government-owned properties. Despite this, both she and the Douzaine believed she possessed the necessary skill set, which may have contributed to an unwarranted sense of security, leading them to dismiss the need for legal counsel. Secondly, they perceived the OIH lease as "run of the mill," consistent with the issuance of other leases by the Douzaine over the years. Lastly, but not least, the time involved in seeking legal advice further fuelled their reluctance to do so.

..as far as this was concerned, it was run-of-the-mill. We'd been issuing leases for the Harbour Café for decades, and we felt that this was much the same thing, just a different property. Therefore, there was no consideration to give it to the law officers. These days, you can't do anything without giving it to the law officers, and perhaps we were remiss as far as that's concerned but given where we were and the decision-making process at the time, that's what we decided was okay and there was no malice in any of that. We just made a decision on the back of decisions that we'd always previously made. [T Le Lievre]

As far as Zanette is concerned, we relied on her in two separate ways. Firstly, that she was the Chief Secretary and was, we felt, experienced enough to advise us in this particular case, and secondly, because she said she had the skillset from a previous job in real estate. So we felt it was a win-win situation. We didn't have to consult anybody else. She was the person that could give us all the advice we needed and we may have been a little bit naïve there, but certainly, it was all good faith decisions that were made as far as this was concerned. [T Le Lievre]

I think if it had gone to legal, they would have looked at it and said, okay, this, this, and this is perfectly okay, but you've missed two or three things on the way. Yes, I think they probably would have highlighted the fact that there were those things missing. [T Le Lievre]

69. The Douzaine should have sought legal advice. There is a service level agreement for legal advice with Guernsey, therefore it was available to them. Had they done so, it likely would have brought attention to the signatories and clarity on lease terms—including any missing items. This step would have instilled greater confidence in the final agreement for both parties and for all stakeholders involved, potentially avoiding the significant criticism directed at the decision-making process. While it was undoubtedly a decision made in

good faith and without malice, I believe that in hindsight, the Douzaine would opt to seek legal advice.

70. The Douzaine made an error by deciding not to seek legal advice. Additionally, the CS should have known to advise the committee to pursue legal counsel.

Island Trustees

71. Seigneur Beaumont reported that he first reviewed the Old Island Hall lease on 27th February 2024— 13 months after it had been signed. After noticing the landlord and signatories on the lease, Seigneur Beaumont reached out to the Seneschal, who concurred that the solution was to modify the front and back pages of the lease in order to make it a valid lease. He then communicated the situation to the other three Trustees (Prévôt Adams, Greffier Hamon, and Speaker Armorgie) and provided them with a copy of the lease. However, the other Trustees were not immediately supportive of Seigneur Beaumont’s proposed solution; some believed that this situation might present an opportunity to renegotiate the terms of the lease.
72. Seigneur Beaumont explained that the Douzaine could not sign the lease “on behalf of the Trustees” and the Trustees could not change the terms of the lease, even had they wished to do so, as that was the sole job of the Douzaine. Any chance of renegotiating the terms of the lease would be for the Douzaine and Mr Elmont. Their concern was to ensure the lease was made valid.
73. Despite unease amongst the Trustees, feeling compelled to act while trusting Seigneur Beaumont and the Seneschal’s assessment, the front and back pages of the lease were removed and replaced on 4th March 2024. This revised lease was signed by the tenants, Mr Elmont and Ms Trabucco, along with the Island Trustees.

We took the view that the Old Island Hall committee would have been desperate to get that building off their hands because it was certainly something that was a drain on their resources, which were meagre at the best of times. If I can give you a little bit of context there, from my understanding of what was going on, there was considerable conflicting opinion coming from various quarters, not least the law officers, about whether or not the Douzaine actually had the authority to sign the lease in the first place. I think in an effort to validate the lease, the Trustees came along and decided that if they headed it and they signed it, then that would validate it and they would no longer be any issue as far as the validity of the lease was concerned, and then subsequently took it to be registered. [C Beaumont]

...we were jumped into this situation where the only right thing to do was to agree to it, sign it, and move on. I felt deeply uncomfortable with every aspect of that understanding. I had no knowledge of what had gone before in terms of who had drawn up what documentation, whether legal advice had been sought or not been sought. [P Armorgie]

I think it was just trust in the Seigneur because he'd given us enough that, well, we can't change it, and then even before it went to court to be registered, I think we then dug our heels in a bit and said, 'Come on, let's make sure that we're doing this. It's all very well it's signed, but until it's registered, it's not official.' So I think we attempted to pull the horses back. [K Adams]

74. On the day the lease was registered in court, Seigneur Beaumont cited section 58 of The Reform (Sark) law 2008 where it states:

“A contract made on behalf of the Chief Pleas shall be expressed to be made by the Chief Pleas but shall be signed by the Trustees or such other person as the Chief Pleas may by Ordinance from time to time determine or by resolution in a particular case direct; and the signature of the Trustees or of such other person shall be prima facie evidence that the contract is the contract of the Chief Pleas.”

75. It is clear the Trustees are authorised by the Chief Pleas to sign the lease. But it occurred to me: what if, by the same s58, the Douzaine too is authorised by the Chief Pleas to sign leases (as ‘such another person’) by way of the Douzaine mandate (being ‘a resolution by the Chief Pleas’) with the provision that the Douzaine is “To be responsible for letting, appointing tenants, fixing rents and terms on property surplus to the requirements of the Douzaine”? The Douzaine may just be authorised to do so IF Paragraph 15 of the mandate is considered a resolution by the Chief Pleas giving them the authority to do so. If the legal advice received in June 2023 had been followed up (which I believe may have been asking this question), we might have known the answer by now.
76. To exacerbate the confusion on the matter, the CSO provided an incorrect synopsis of the advice, which led the Douzaine to believe the legal advice was *that ‘the lease is void and so of no effect’*. The advice did not say this, and this caused even further confusion.
77. The Douzaine was not required to seek the advice of the Trustees and did not act inappropriately in failing to do so. It is not the responsibility of the Trustees to interfere with decisions made by the elected members of the Douzaine; such decisions fall solely within the jurisdiction of the Douzaine itself.

..we didn't think that that was a necessity because we felt that we were empowered to be doing what we were doing. It probably should have been just a matter of courtesy to go to these guys and say, look, this is what we're doing, as you appear to be still involved in some shape or form, albeit only because it's written on this piece of paper, this is what we're doing. But we didn't do that, and we never received any advice that we should be doing that, I might add, because we were confident in the knowledge that what we were doing was correct. [T Le Lievre]

78. The Trustees contend that the Douzaine, including its chairman, should have recognized that they should not sign on behalf of the Trustees. However, as noted earlier, when Conseiller Le Lievre signed the lease, he believed this was the customary practice, as the

Douzaine had previously signed other leases in a similar manner. Moreover, he was relying on the advice of the CSO and CS. I do not believe he intended to sidestep or undermine the Trustees; I believe he thought he was doing the right thing.

79. To add to the above, prior to interview Speaker Armorgie contacted the previous Speaker of Chief Pleas, Lt Col Reg J Guille MBE, who was a Trustee at the time of the OIH lease negotiations. Former Speaker Guille, in an email to the current Speaker, recalled the CS asking him about Trustee's involvement in the OIH and advising her that the Trustees hadn't been involved since the OIH Trust was repealed. Additionally, he recalled pointing out to the CS that the Douzaine had leased out the Harbor Café without recourse to the Trustees.
80. Seigneur Beaumont said his primary motivation was to validate the lease and ensure fairness for Mr Elmont, considering the investment he had made in the business. His intent was to prevent any potential legal disputes that could arise if the lease was deemed null and void. He believed that neither outcome would be favourable for Sark or for Mr Elmont, as both parties had engaged in negotiations in good faith.

My only concern was to ensure that he was not going to be shafted and have to launch what would have been a very expensive legal fight to get his money back because that's what he would have asked for. I think if we had come to the conclusion that the lease was not in the gift of the Douzaine, which we felt it was, then that would have been different, but because the Douzaine - eyes wide open - made up a lease and just didn't do the process properly. [C Beaumont]

81. The Trustees executed the second lease, replacing the front and back pages, in good faith. Evidence indicates that they, along with the Seneschal, believed this to be the only viable solution and that it was done with the agreement of the tenants. However, given the ongoing confusion surrounding this matter, including the fact that other existing leases were signed by the Douzaine and that the legal advice was unclear at that point, it would have been prudent and critical for the Seigneur and the Seneschal to seek legal advice prior to taking such action and prior to registering the lease. They failed to do so and that was an error.

PROCEDURES AND PROCESSES

82. Despite the allegation made against Conseillers Le Lievre and Williams suggesting there was a failure to follow "established" process, they could not have failed to follow a process that does not exist. There are no documented established procedures or processes related to the leasing or tendering of Chief Pleas property under the Douzaine's control. The Douzaine mandate is the only directive available, and it does not offer guidance on procedural matters.
83. The Civil Service, equally, did not have a documented established process or procedure in relation to leasing or tendering Chief Pleas property under the control of the Douzaine.

Code of Conduct Process

84. The Code of Conduct Panel have considered the Code to be unfit for purpose dating back to at least 2022, if not earlier. These concerns should have been taken seriously and addressed promptly. Whilst I believe the Code of Conduct needs to be reviewed, as written the procedural steps have sufficient clarity on admissibility and the initial steps of the investigation which can be readily understood and should have been followed.
85. The Panel argued that, based on its interpretation of the Code, they were unable to conduct a proper investigation of the complaint due to restrictions preventing engagement with individuals who are not members of Chief Pleas. The Panel did not seek advice to confirm whether its interpretation was accurate. Under Paragraph 23 of the Code it states *“Both the Conduct and Review Panels may request the attendance of relevant witnesses to clarify points made within the complaint and any request for a review.”* Relevant witnesses, one might argue, can be anyone. Therefore, it appears that the Panel could have rightly interviewed any witnesses (which would make sense, as how else can a complaint be properly investigated?). That does not mean the Panel could have found any non-members in breach of the Code of Conduct, but that they could properly investigate the complaints.
86. The process for handling complaints as outlined in the Code of Conduct is quite clear regarding the assessment of admissibility and the initial steps the Panel must take once a complaint is deemed admissible. In evaluating admissibility, there is a three-stage test for the initial assessment of a complaint (section 3.1 of the Code). It is clear the Panel felt the allegations in the complaints, if proven, would amount to a breach of the Code.
87. However, the allegations in the complaints submitted do not clearly identify what areas of the Code the subject Conseillers had allegedly breached. The guidance notes at Appendix A2 of the Code state the complainant is to *“make sure to give us as much information as possible to inform our decision on your complaint and you need to demonstrate by that information how each area of the Code you have identified has been breached”*. Conseiller Makepeace did not identify the provisions of the Code he was alleging the subject Conseillers had breached. Further, the Panel did not seek clarity from him on that crucial matter.
88. The Panel decided not to consider the political context in relation to the admissibility of the complaints, despite the admissibility criteria at Paragraph 2(e) that says *“If the complaint appears to be malicious, politically motivated, tit-for-tat or otherwise submitted with an improper motive and the complaint is not otherwise considered to disclose sufficiently serious potential breaches of the code to merit further consideration.”* The Panel, for example, did not take into consideration when making its decision on admissibility, that the complaint was lodged at the same time as a ‘vote of no confidence’ was lodged against the complainant by the subject Conseillers. The Panel acknowledged the “bad blood” between the complainant and subject Conseillers, but deemed it was irrelevant to the complaint.

89. In assessing admissibility, the Panel interviewed the complainant and subject Conseillers. The Panel did not set out to the parties that this was an invitation to a formal interview, yet they each met with and were questioned by a panel of five. As it transpired, no subsequent interviews were carried out by the Panel during the investigation stage, so it was the only time the subject Conseillers were spoken with by the Panel.
90. Once the Panel decided to investigate the complaint, several procedural errors occurred. The Panel did not provide the subject Conseillers with sufficient details regarding the complaint or inform them of the Independent Person from whom they could seek advice. Additionally, they failed to notify the subject Conseillers that they could submit a written response and did not allow them to select another member of the Panel to join the Investigation Panel. These were significant procedural errors.
91. On 24 May 2024, with its report completed and in accordance with Section 3.4 of the Code, the Panel asked the Seneschal if she would fulfil the role of Independent Person to review the Panel's report and assess whether the correct procedures had been followed. This is an important part of the process as it provides the crucial checks and balances and independent oversight.
92. On 29th May 2024, the Seneschal, in her role as Independent Person, provided her review to the Panel, and concluded that:
- “The CCP [the Panel] have conducted the investigation in line with the required procedures and have produced a detailed, reasonable and fair report of what they have discovered”.³⁶
93. Several aspects of the Seneschal's review require mentioning. Firstly, the Seneschal's perceived independence is called into question by the fact that she presided over and adjudicated on the registration of the OIH lease just five days prior and had been involved with discussions surrounding the validity of the OIH lease in February 2024 when she agreed the solution to swap out the front and back page with the Seigneur. Secondly, her response was issued on court letterhead, despite being written in her capacity as the Independent Person. Lastly, and most concerning, is the conclusion that the Panel conducted its investigation in accordance with the required procedures. This conclusion is not sustainable.
94. In an email, the Seneschal confirmed to me that she “had no sight of any documentation that showed evidence of the procedures used, communications or any evidence presented” when she carried out the review. She stated that “Given this wasn't a formal judicial review this was not of concern and the opinion was *prima facie*.”³⁷ I fail to comprehend such reasoning. One cannot carry out a proper review of the Panel's processes without seeing evidence of the process they used. In addition, the Panel's report contained proposed sanctions which I consider to be questionable, yet which the Seneschal appears to have endorsed in her review. The failure in carrying out a credible

³⁶ Document 12

³⁷ Document 20

review led to a missed opportunity to alert the Panel and allow it to understand its own mistakes and change course.

95. On 30th May 2024, the day after receiving the endorsement of its report by the Seneschal, the Panel sent its report to the subject Conseillers and the complainant. The Panel did not include the Seneschal's Independent review with the report sent to the subject Conseillers and the complainant.
96. On 7th June 2024 the Panel submitted a hard copy file of its report and included a copy of the Seneschal's Independent review to the Policy & Finance ("P&F") Committee Chair. On 10 June 2024 the Panel Chair met with the Chair of the P&F, Douzaine, the Speaker and Deputy Speaker to discuss the report. As the required ten working days allowed within the process for the subject Conseillers' responses had not yet expired, this meeting should not have taken place.
97. On 5th July 2024, after requesting and receiving a few extensions, the Conseillers submitted their requests for a review of the Panel's findings to the Panel. Their submissions contained what they considered to be new evidence and included copies of previous leases signed by the Douzaine, details of Section 16 of the Constitution and Operation of Chief Pleas that makes clear the CSO is responsible for taking minutes, and details of the Douzaine mandate provision (paragraph 14) that shows there was no obligation for the lease to be put out to tender.
98. The same Panel that considered the original complaint considered the review request. They found the evidence to be neither new nor relevant, and rejected their requests. The consideration of the review request by the Panel appears to have been flawed. Firstly, Paragraph 2.3(d) of the Code states that "any request for review must be assessed by members of the Conduct Panel **who were not involved with the original complaint**". Secondly, the Panel's report concluded that the subject Conseillers had breached the Code because the responsibility for minutes "clearly falls on the Chairman, Cons. Tony le Lievre". Based on the s16 legislation evidence provided in the responses by the subject Conseillers, one could strongly argue that this was new and relevant evidence the Panel hadn't considered. That the same Panel considered the review request was a significant procedural error; that the Panel decided the evidence was not new or relevant was flawed.
99. When Conseillers Le Lievre and Williams met the Seneschal (along with a few individuals there to support them) on 17th July 2024, Conseiller Le Lievre said the Seneschal was totally unaware and "astonished" at the lack of proper process and procedures and made comment that her review was only of the paperwork that was presented to her. I am unaware of whether the Seneschal alerted any relevant parties to this detail or sought to retract her endorsement of the Panel's report after this meeting.
100. One also must question why and how the Independent Person should or could provide advice to both the Panel and the subject Conseillers. This is yet another issue with the Code of Conduct.

101. I am extremely empathetic to the Panel. They are intelligent, well-intentioned residents of Sark. Code of Conduct complaint handling is extremely complex work, especially with a Code that badly needs updated. The fact that the Panel rarely has to be called upon and therefore rarely has to use the Code, in itself, deskills Panel members. The Panel is not provided regular refresher training and does not have access to legal advice. The Panel acted in good faith and all members believed they were doing a decent job and making the right decisions in relation to these complaints. The Seneschal's independent review incorrectly reinforced the Panel's view in this regard.

OTHER MATTERS ARISING

Unauthorised disclosure of the Panel's report

102. The terms of reference for this report includes establishing the decisions or actions taken by relevant parties in the specified timeframe and identifying where the processes were not followed.
103. On 28th June 2024 and 5th August 2024, Conseiller Makepeace took the decision to disclose confidential information without authorization.³⁸ Paragraph 1.7 of the Code provides information on Conseillers' obligation to maintain confidentiality.
104. At the time of the disclosures, the process was ongoing. There had been no vote by Chief Pleas on the Panel's report, its findings or proposed sanctions.

"The report on the findings of an Assessment and any Review will be placed on the agenda of the next Chief Pleas meeting. This may necessitate the calling of an Extraordinary Meeting. The route for the report to come to Chief Pleas is via the relevant committee with responsibility for the Reform Law. Chief Pleas will be asked to vote on the proposition to accept the report and impose the sanction/s recommended in the report."
[Code of Conduct, para 2.3]

105. The Panel report and process demands confidentiality to protect individual privacy, ensure fairness, and maintain public confidence. Additionally, it is essential in order to prevent the misuse of complaints for political advantage or manipulation. Ultimately, adhering to the process is vital to upholding the integrity of the investigative process and safeguarding the rights and dignity of all parties involved.

³⁸ Document 19

CONCLUSIONS

The Douzaine

106. There was insufficient scrutiny of the terms of the lease and its execution, placing too much reliance on the advice and expertise of the CS and CSO regarding the preparation, agreement, and execution of the lease. The excitement about the proposal to resurrect the OIH which had been rather derelict for twelve years and faced demolition may have also played a part in this.
107. The Douzaine neglected to obtain legal advice regarding the lease before it was executed.
108. Conseillers Makepeace and McHugh consistently missed Douzaine meetings, which placed additional pressure on the Douzaine and resulted in less rigorous decision-making than might have occurred.

Civil Service

109. The advice given by both the CS and CSO regarding the preparation, negotiation, and execution of the lease needed to be more thoughtful, comprehensive, and skilful, and should have included the consideration of legal advice.
110. In addition to missing minutes, Douzaine meeting minutes lacked transparency, making it difficult to discern the discussions, decisions, and actions taken concerning the Old Island Hall lease from the minutes themselves.

Trustees

111. The Trustees did not fully grasp their roles and responsibilities in relation to the OIH lease. They could have been more curious and proactive in January 2023 had they believed they were the signatories of the lease.
112. The Trustees should have obtained legal advice prior to amending the front and back pages of the original lease and/or prior to registering the lease.

The Panel

113. The Panel did not fully adhere to the Code processes and in doing so, did not fully recognise the significance of its role when considering and investigating Code of Conduct complaints. This undermined the principles of democracy, impacted on already limited resources, and caused unnecessary reputational damage to Conseillers Le Lievre and Williams, the OIH and its tenants, and Sark in general.

The Seneschal

114. The Seneschal should have recognised that she was conflicted (real or perceived) due to her dual role as Seneschal and Independent Person; she should have considered whether to recuse herself. She could have requested the Panel seek another Independent Person to review its report, perhaps the Deputy Seneschal.

115. The Seneschal's endorsement of the Panel's outcomes and processes (on court letterhead) was flawed. In failing to carry out the review with the due diligence required, it further undermined the principles of democracy and caused unnecessary reputational damage to Conseillers Le Lievre and Williams, the OIH and its tenants, and Sark in general.

In Summary

The OIH Lease

116. Having examined all the available evidence provided to me, I am satisfied that the decisions, actions and/or omissions by individuals of the Douzaine, Trustees, Civil Servants, the Panel, the Seneschal or any of those bodies as a whole, in relation to the preparation, agreement and execution of the lease were not corrupt, dishonest or fraudulent; there was no identified misconduct.
117. There were numerous unintentional administrative errors, some significant. These errors encompassed decision-making mistakes and communication failures involving the Douzaine, Civil Service, Trustees and the Seneschal. There was a noticeable lack of attention to detail and insufficient curiosity. There was awareness and acknowledgement by the vast majority of those interviewed of a lack of knowledge around rules and legislation, with one interviewee stating: "Nobody knows what the rules are. Nobody knows what the law is. Nobody can be bothered to ask people who might know what it is."
118. I observed a widespread lack of understanding regarding roles and responsibilities, confusion in understanding the legislation, and an absence of clearly defined processes, governance, and transparency that are essential in a democratic system.

Processes

119. The Panel did not fully follow the established Code processes which had an impact on all parties, and especially Conseillers Le Lievre and Williams.
120. The Seneschal, in her capacity as Independent Person, fully endorsed the Panel's decisions and the procedures they used without having reviewed any of the procedures they followed. That resulted in a missed opportunity to alert the Panel to their procedural failings. Had this opportunity not been missed, this current situation would have been avoided.

Acknowledgments

I want to extend my sincere gratitude to all individuals that contributed to this independent investigation. Thanks especially to the participants who provided their time and insights during interviews. Their openness and cooperation were invaluable in constructing a comprehensive understanding of the issues examined.

I also acknowledge the assistance of Michael Bertram, William Spooner and their team whose support in providing access to necessary documents and resources was crucial to my investigative process.

I am grateful for the trust given to me by all involved parties, and hope that this report effectively addresses the concerns that initiated this investigation. It is my sincere wish that the findings and recommendations of this report assist Sark in moving forward with a renewed commitment to fresh beginnings and continuous improvement.

A handwritten signature in black ink, appearing to read 'Melissa McCullough', with a stylized, cursive script.

Melissa McCullough

Appendix A

Document	Title
1	Panel Report 30.05.24
2	Panel Report 13.09.24
3	Invitations to interview
4	Investigation Procedure
5	Proposal submitted by S Elmont, OIH tenant
6	Template lease submitted by S Elmont
7	Liquor licence for OIH
8	Letter to S Elmont from Douzaine 12.07.23
9	Complaint against T Le Lievre by F Makepeace
10	Complaint against P Williams by F Makepeace
11	Registration of lease 24.05.24
12	Seneschal's Independent review of Panel Report 29.05.24
13	Panel letter to Speaker including report 07.06.24
14	Letter to Speaker and Panel Chair seeking 90-day extension 16.06.24
15	Panel letter to P Williams 21.06.24
16	Panel response letter 01.07.24
17	Panel letter to T Le Lievre 02.07.24
18	Panel letter refusing request for review 09.07.24
19	Email from F Makepeace disclosing report 05.08.24
20	Email from Seneschal to M McCullough 23.01.24
21	Email from T Le Lievre 04.07.24 Seneschal with reply
22	Code of Conduct Procedures document sent by Seneschal to T Le Lievre
23	Email from T Le Lievre to Seneschal 09.07.24
24	T Le Lievre response and request for review 05.07.24
25	P Williams response and request for review 05.07.24

Code of Conduct Panel Report

This Report has been produced in response to complaints made by Conseiller Frank Makepeace on 2 April 2024 and 4 April 2024 specifically that:

Conseillers Tony le Lievre and Paul Williams conducted themselves in a manner which is contrary to the duty of Chief Pleas to promote and maintain high standards to wit: in their roles at the time of being a Douzaine member they acted inappropriately with disregard to the Chief Pleas established rules of procedure whilst participating in awarding a lease to a private individual for a property known as the Old Island Hall – and that they further failed to act in the best financial interests of the tax-paying public whilst awarding a lease to a private individual for a property known as the Old Island Hall. The property being held in Trust on behalf of the beneficiaries, who are the Residents of the Island.

The Code of Conduct Panel interviewed both Cons. Tony le Lievre (TLL) and Cons. Paul Williams (PW) individually, before then interviewing Cons. Frank Makepeace (FM).

The Douzaine minutes dated 07 December 2022, 28 December 2022 and 19 January 2023 were made available to the Code of Conduct Panel for the period during which the Lease for the Old Island Hall (OIH) was being discussed negotiated and agreed.

During our investigations, we uncovered the following:

1. The Lease for the OIH was drawn up by the Chief Secretary, Zannette Bougourd. It appears that no legal opinion regarding the terms of the Lease was sought and that the Lease was not drawn up by a legal professional.
2. Records to inform the full Douzaine and others were not kept and minutes are inadequate or absent.
3. There was no invitation to Tender, to offer the building or any part thereof to other potentially interested parties.
4. Neither the Douzaine nor the OIH sub-committee were empowered to sign the Lease.
5. The Lease was subsequently signed by Chairman of the Douzaine, Tony le Lievre "on behalf of..." the Trustees who were not informed.
6. It is questionable how many meetings of the Douzaine were quorate. With several changes made to the Mandate by both Chief Pleas and the Douzaine themselves over the period 11 January 2019 until 18 January 2023, together with the lack of minutes supplied by the Douzaine, a more definite figure cannot be accurately established by this Panel, but it is possible that several meetings did not meet the required minimum number of members. Of particular interest are those meetings where the matter of the OIH was discussed.

Observations on the Lease agreement process

The Process by which the Lease came to be signed was initiated by a private conversation between Simon Elmont (SE) and Cons. Paul Williams. A proposal dated 25 October 2022 was presented by SE to the Chairman of the Douzaine TLL. Apart from one brief and undetailed note in the Douzaine minutes of 7 December 2022 there was no other mention until it was presented as a *fait accompli* in the Douzaine minutes of 19 January 2023: "A lease has been drafted and now signed by all parties." No mention was made of the agreement reached between the Douzaine and the Lessees in the minutes of the Douzaine meeting of 28 December 2022, yet the Lease was signed by all parties five days later.

There was apparent urgency for the Lease to be agreed and signed: from the un-minuted meeting of 6 December 2022 until the Lease was signed by TLL, chairman of the Douzaine, Simon Elmont and Erika Trabucco - the Lessees - and witnessed by Zannette Bougourd, the Chief Secretary and Antony Dunks, the Douzaine Secretary on Monday, 2 January 2023 - a bank holiday. The process took 27 days.

The meeting on 6 December 2022 of the OIH sub-committee that agreed the terms of the Lease with the Lessee, was attended by both the Chief Secretary and the Douzaine secretary. No minutes were taken, but notes were taken, yet were never written up, because the Douzaine secretary "forgot". Those notes were disposed of one year ago. The question remains of why the Douzaine secretary was in attendance, when his main function would have been to take minutes?

The un-minuted meeting of 6 December comprised the Chief Secretary, the Douzaine secretary, the Lessee and the OIH sub-committee of TLL and PW. In addition, Cons. Vaughan Bougourd was also in attendance, although he was not elected to the OIH sub-committee until the following day's Douzaine meeting. (see *Douzaine minutes 07.12.2022*). It appears that the OIH sub-committee meeting of 6 December 2022 was not quorate, not having had the required number of three OIH sub-committee members present (see *Constitution - Operation of Chief Pleas 2022*).

Observations on the Conduct of the Douzaine

1. In general, the members of the Douzaine, the Chief Secretary and the Douzaine secretary involved paid little or no regard to the proper functioning of a committee dealing with public assets, kept inadequate minutes, took no professional advice and did not keep interested parties and Committee members informed.
2. During the course of the investigation, the Code of Conduct Panel has encountered what might be interpreted as obstruction in the availability of certain minutes.
3. The only minuted mention of the OIH Lease process was in the Douzaine minutes of 7 December 2022. It mentioned that there was a proposal for the use of the OIH, but that an old clause might prevent the sale of alcohol on the site. No further clarification on this matter was subsequently provided.
4. At the Michaelmas meeting of Chief Pleas on 2 October 2013, a Douzaine proposition for the part-development of the OIH to accommodate the Fire Station and the Committee Offices was discussed and agreed. Without consulting Chief Pleas minutes for the past 11 years, this Panel asks whether this decision was ever rescinded by Chief Pleas?

Observations on the Terms of the Lease

Although not strictly within the remit of this report, the Panel notes that the Lease contains no provision to allow for inflation, for example an RPI adjustment, over the ten year period. There are unforeseen costs which have diminished the return to the Sark Treasury and which have not been taken into account within the terms of the Lease.

The Code of Conduct Panel's Findings

It is the Panel's view that the complaints made by Cons. Frank Makepeace are justified.

The main responsibility for recording the discussion of issues arising and keeping accurate minutes clearly falls on the Chairman, Cons. Tony le Lievre; however, from his long experience as a Douzainier and having served on other committees of Chief Pleas, Cons. Paul Williams should have also been aware of the requirements for keeping a proper record of discussions and Minutes.

Sanctions

In the matter of Cons. Paul Williams, we recommend that he be disbarred from membership of the Douzaine for a period of twelve months.

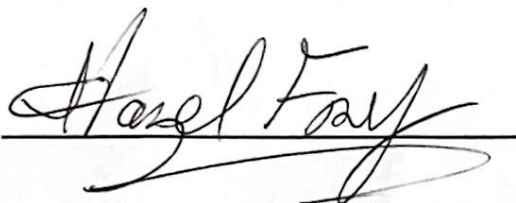
In the matter of Cons. Tony le Lievre, we recommend that he be disbarred from membership of the Douzaine for a period of three years.

Recommendations

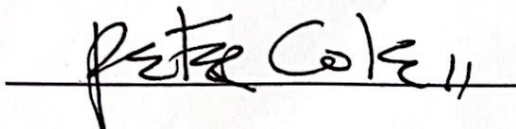
The Panel recommends that the proper functioning of the Douzaine - a Committee responsible for handling public assets - be addressed and the systems and methods be brought up to acceptable standards as a matter of some urgency.

We believe that it is imperative to the proper running of the Committees that there be a Scrutiny Panel appointed and made up of impartial and competent members to enable good governance and aid transparency, particularly in the matter of inviting and deciding on tenders.

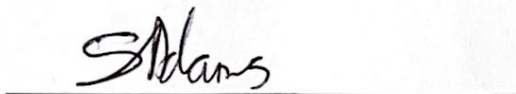
Signed:



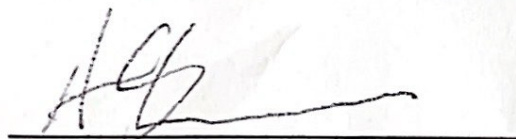
Hazel Fry, Chairman of Code of Conduct Panel



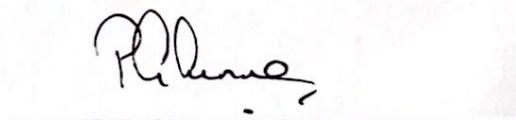
Peter Cole



Simon Adams



Annie Sturman



Peter Cunneen

Conduct Panel
Committee Offices, la Chasse Marette, Sark GY10 1SF

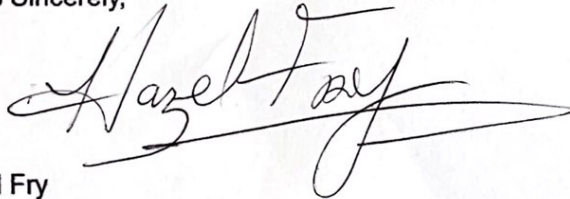
Cons. Frank Makepeace,
Bel Air Inn Cottage,
Sark
GY10 1SB

30th May 2024

Dear Conseiller Makepeace,

The Code of Conduct Panel has examined your complaints in which you named Conseiller Tony Le Lievre and Conseiller Paul Williams and has examined the available evidence. The Panel's conclusions are detailed in the attached Report. You have ten days to make any response after which the Report will be passed to the Policy & Finance Committee with a request to call an Extraordinary Meeting of Chief Pleas to present the Report.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Hazel Fry', with a long horizontal flourish extending to the right.

Hazel Fry

Chairman, Code of Conduct Panel

CONDUCT PANEL REPORT INTO CONSEILLERS TONY LE LIEVRE AND PAUL WILLIAMS

Summary

The Code of Conduct Panel was appointed to examine Conseiller Frank Makepeace's official complaint against Conseillers Tony Le Lievre and Paul Williams for the Management of the Leasing of the Old Island Hall. It was our aim from the start to work towards Good Governance and Transparency.

The Code of Conduct is a Chief Pleas document and has, we understand, had changes made to it over the years. As we worked with it, we found several anomalies and contradictions and felt we'd been asked to do a job, but given the wrong tools. It is, we concluded, a document that is not fit for purpose and needs to be amended.

We determined that based on the information we were given, that there **was a charge to be answered** and further investigation of the facts confirmed this. We spoke to the two subject Conseillers, requested Minutes, some of which were not made available and investigated as fully as was possible with the information that was available to us. At the conclusion we sent our Report and recommendations to the Policy & Finance Committee. Our full findings are in the Report.

Options

In order to move forward the Panel looked at four possible options:

To revisit the possibility of a Review: This is not viable as no significant new evidence has been presented and there is no provision in the Code for this, other than for new evidence to be submitted.

To hand the whole complaint and outcome to an outside expert: This would cause a further and unacceptable delay.

Attempt mediation: Given the long-standing and public disagreement between the parties the Panel considered reconciliation and agreement on future cooperation entirely unlikely. Also, given the serious nature of the shortcomings found, we decided that mediation was not appropriate in this case.

An Extraordinary Chief Pleas Meeting: This seems to the Panel to be the fairest way forward – allowing Chief Pleas to discuss our findings and recommendations and to vote on them.

We noted that the **Lease is to Sark's disadvantage; low annual rent; lack of inflation protection; no assignment of responsibility of costs of services and utilities; and no tendering.** However, we were required to investigate the behaviour of the subject Conseillers and not the Lease itself.

The accused requested a Review, which was **denied due to no additional evidence being submitted.**

Recommendations

At the end of our investigation, we did as the Code instructed and wrote a Report with Recommendations. The Seriousness of our findings demands a consequential response from Chief Pleas, hence our **recommendation for suspension from the Douzaine for three years for Conseiller Tony Le Lievre and one year for Conseiller Paul Williams**, while leaving them to continue to serve Sark on other, less demanding Committees.

To improve the standard of public service we recommend that they undertake **appropriate training** as soon as possible. Chief Pleas might consider such training to be beneficial for all Conseillers.

As the subject Conseillers claim to have taken advice from Civil Servants; those **employees and anyone with access to the public purse should also undertake CPD** (Continuing Professional Development) as a matter of policy.

We feel strongly that Chief Pleas urgently needs some form of oversight/audit. The Panel also feels that in order to remove personalities and to adopt best practice, Chief Pleas should consider referring future complaints to the **Pan-Island Commissioner for Standards**, who already provides this service in Guernsey and Jersey.

Hazel Fry, Code of Conduct Panel, on behalf of:

Peter Cole,

Annie Sturman,

Peter Cunneen,

Simon Adams.

13 September 2024.

X December 2024

Re: Old Island Hall Lease Report, Sark

Dear X

I am currently leading the Old Island Hall Lease Report investigation and would like to arrange an interview with you as I believe you may have information that will assist with my investigation.

The investigation is focussed on the “Preparation, agreement and execution of the lease of the Old Island Hall (“the lease”) by the Douzaine, the Island Trustees and the Civil Service from the original decision that the Old Island Hall should be made available to be leased to the date of this Extraordinary Meeting of the Chief Pleas” (13 November 2024). The note attached contains the full Terms of Reference for your information.

The interview will be held remotely via Zoom and should last no more than an hour.

If you can please advise by return email of your availability on **X or X December** anytime between 8am and 6pm.

You can, if you wish, be accompanied by one person of your choice. That person is there as a support to you, but cannot comment, ask or answer questions on your behalf.

Please note this is a confidential process and information obtained, provided or discussed should not be shared so as not to prejudice my investigation. The attached note further outlines the process for your information.

If you have any questions, please do not hesitate to be in touch.

Yours sincerely,

Dr Melissa McCullough
Lead Investigator, Old Island Hall Lease Report

OLD ISLAND HALL LEASE REPORT
Investigation Procedure

1. Information gathering and interviews

- 1.1. It is important that I hear from those with information relevant to my investigation. An interview will often be the best way of gathering that information.
- 1.2. Before interviewing or requesting evidence from any person for the first time, I will notify them in writing of the purpose of the interview or request.
- 1.3. Interviews will take place virtually via Zoom. I will seek to agree a mutually convenient date and time for interview.
- 1.4. I will usually require the interviewee to take an oath or affirm that he or she will tell the truth.
- 1.5. An audio recording of the interview will be made.
- 1.6. At the interview, the interviewee in addition to answering my questions will be given an opportunity to say anything else he or she wishes that is relevant to my investigation.
- 1.7. At the interview, I may be accompanied by a second investigator.
- 1.8. The interviewee may be accompanied by one person of his or her choice. That person is there for support only and cannot comment, ask or answer questions on behalf of the interviewee, and may at my discretion be excluded from the interview.
- 1.9. As soon as possible after the interview I will send the interviewee a transcript of the recording. I will allow the interviewee 14 days to suggest any revisions to it. I will consider any revisions proposed by the interviewee within that time. If I accept the revisions proposed, I will amend the note. If I reject the proposed revisions, the un-amended note will be included in my report to the Committee with a copy of the interviewee's proposed revisions.

2. Confidentiality

- 2.1. Those involved in the investigation, including all interviewees, should respect the confidentiality of the process until its conclusion. This means that any information relating to the investigation should not be shared or discussed so as not to prejudice the investigation.

3. Further Information

- 3.1. If you are unclear about anything in this note or if you have any questions regarding my investigation, please do not hesitate to contact me. This is best done, for the purposes of this investigation, by email to melissamccullough10@gmail.com.

Melissa McCullough
3 December 2024

Terms of Reference

Old Island Hall lease Report

The report shall review the preparation, agreement and execution of the lease of the Old Island Hall (“the lease”) by the Douzaine, the Island Trustees and the Civil Service. For the avoidance of doubt, it will cover all acts, omissions and decisions dating:

- from the original decision that the Old Island Hall should be made available to be leased
- to the date of this Extraordinary Meeting of the Chief Pleas

The report will:

- establish the course of events which led to the preparation, agreement and execution of the lease
- identify all relevant decisions, actions or omissions taken or made by all relevant parties, whether as a body or on an individual basis; and
- identify all relevant procedures and processes in place for all relevant parties and establish whether they were followed.

In doing so, the report will identify all relevant factors, including (but not limited to) the adequacy of any efforts undertaken during the preparation, agreement and execution of the lease to safeguard the financial interests of the Island.

The report will be undertaken so as not to prejudice any current or potential investigations or proceedings undertaken under the current (and, so far as possible, any future) Code of Conduct for Councillors.

The report shall be sent to the Policy & Finance Committee and be put before the Chief Pleas.

The report shall set out its findings and additionally set out lessons to be learned, including those relating to processes and procedures in the context of the management and control by the Island Trustees (and, under any delegation, by the Douzaine) of property vested in the Chief Pleas.

The report should be completed without delay.

PROPOSAL; "THE OLD HALL, La Chasse Marette, Sark"

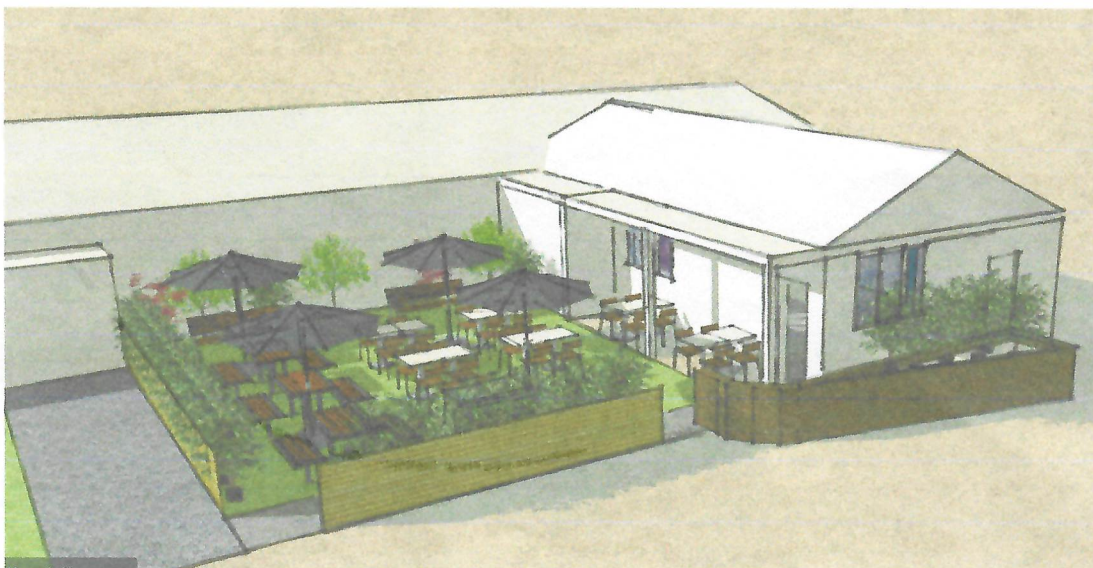
The Chairman
Sark Douzaine
La Chasse Marette
SARK

25th October 2022

"To gain a rental agreement on the property known as "The Old Hall" for a period of 10 years, to renovate the building and gain suitable licences to establish a business supplying food and beverages."



2022



2023

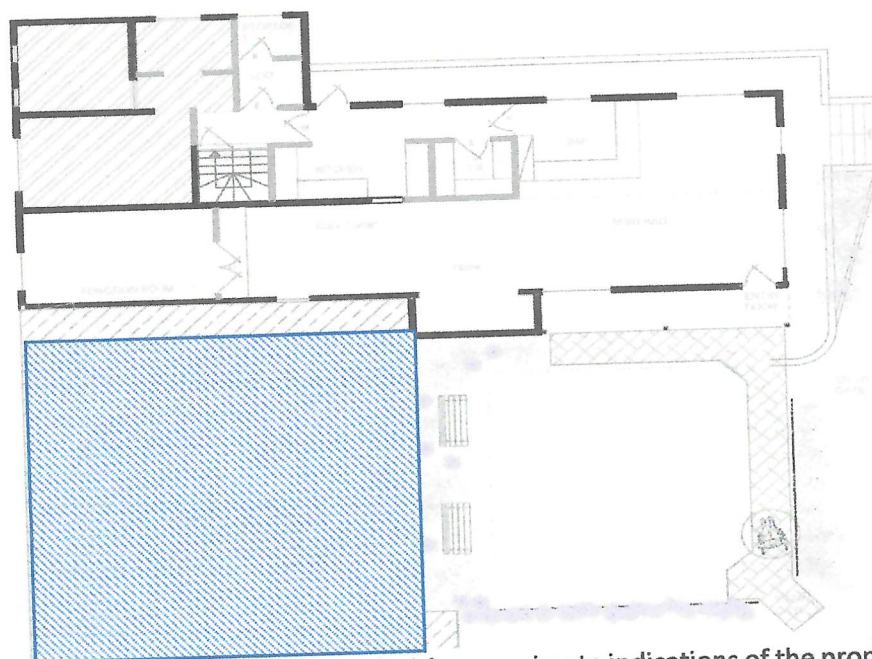
The following to be undertaken by the Trading Company "TOH", hereinafter known as "the Lessor"

- The lessor would pay an agreed sum per annum to the Island of Sark for the provision of a rental agreement lasting not less than 10 years. Rents to be made monthly in advance.
- To renovate the building as per the attached drawings with no expense to the Island of Sark.
- To undertake the daily maintenance and cleaning of the existing public toilets in the Old Island Hall, making them available to the public and the clients of the premises.
- To run any business from the premises in a law-abiding way, that is not detrimental to the Island of Sark whilst promoting a licensed premise where visitors and island residents are welcomed.
- To take out suitable insurance to the part of the building agreed in the rental agreement against fire and damage.
- To ensure the exterior of the building and external areas covered by the lease are kept in good order and well maintained.
- To clear the present building of all rubbish and items stored (if not claimed)

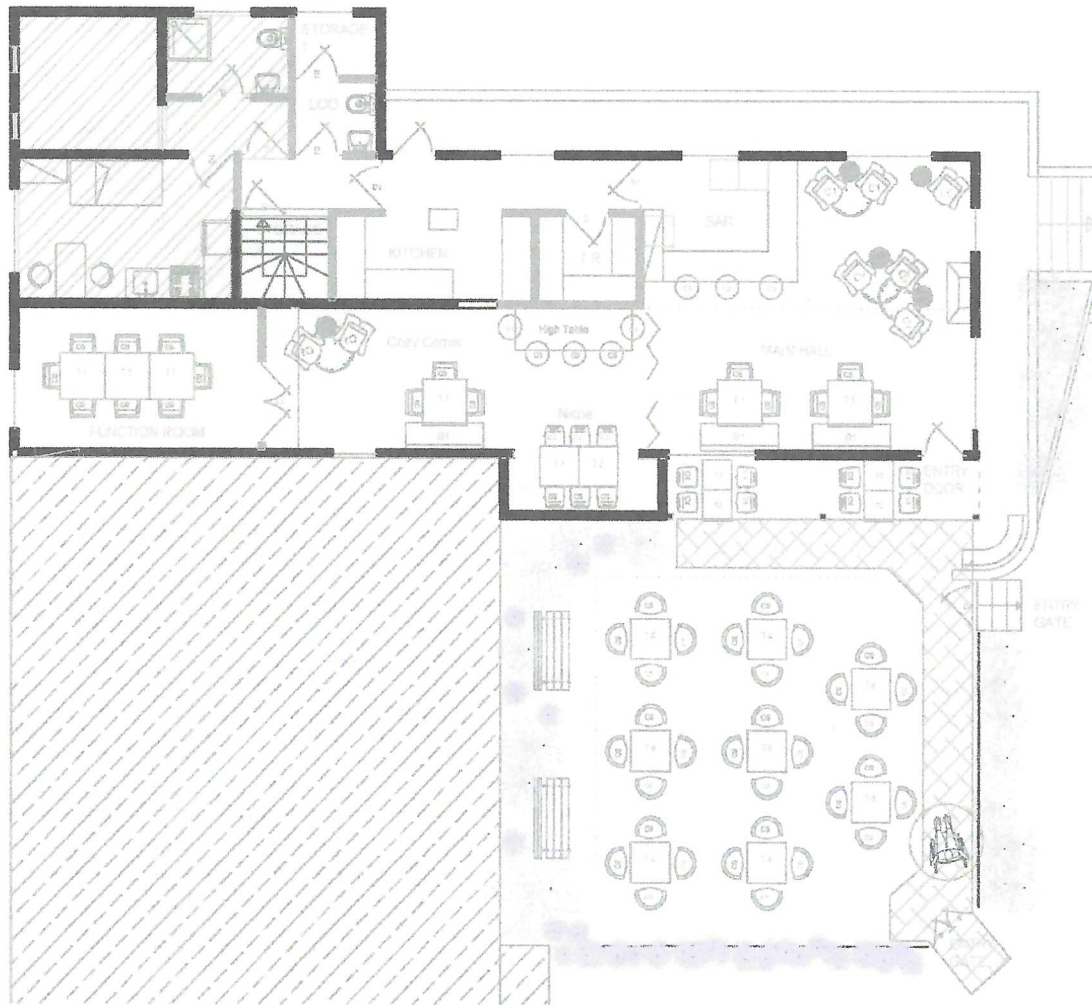
The following to be undertaken by the Island of Sark, hereinafter known as "the Lessee"

- Provide a rental agreement at an agreed amount per annum for a period of 10 years with a clause to renew for a further period of 10 years at an agreed rental per year index linked to the cost of living should the Lessor request said extension.
- To provide water to the property from the existing borehole situate at the corner of the Millennium Field
- To include in the agreement the use of the present toilets situated in the Old Hall
- To include in the agreement the supply of the wooden floor joists which have been removed from the existing building and are presently stored in the building to be reused in the renovation works.

NB; The Lease Agreement to be signed by the Lessor subject to a letter from the Public Health Committee, the Douzaine Committee and any other relevant legal body, ensuring that liquor and food licensing can and will be granted subject to normal pre-requisites to be met by the Lessor.

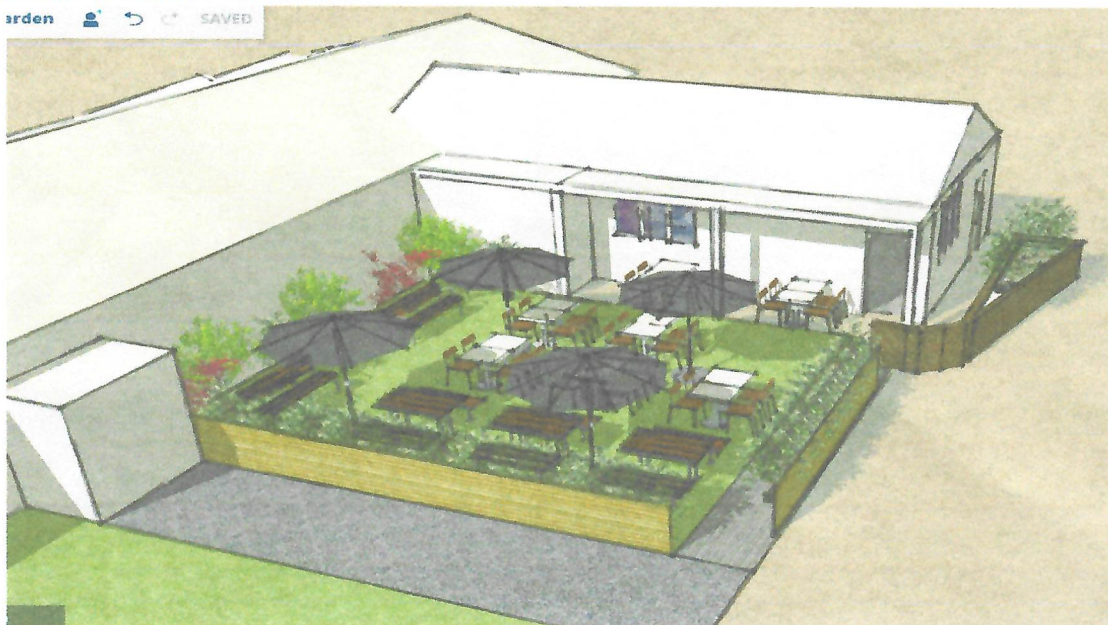


Plan showing the proposed area to be leased with approximate indications of the proposed layout but not including the blue shaded area presently used by the Island of Sark for storage but including the external garden area.



Plan showing approximate seating allocation inside and in the external area. A fence would be erected to protect the entrance path to the Exhibition Room and a fence erected along the roadside. Sympathetic planting in all outside areas would enhance the area. Wheelchair access is gained via a ramp to the entry door.

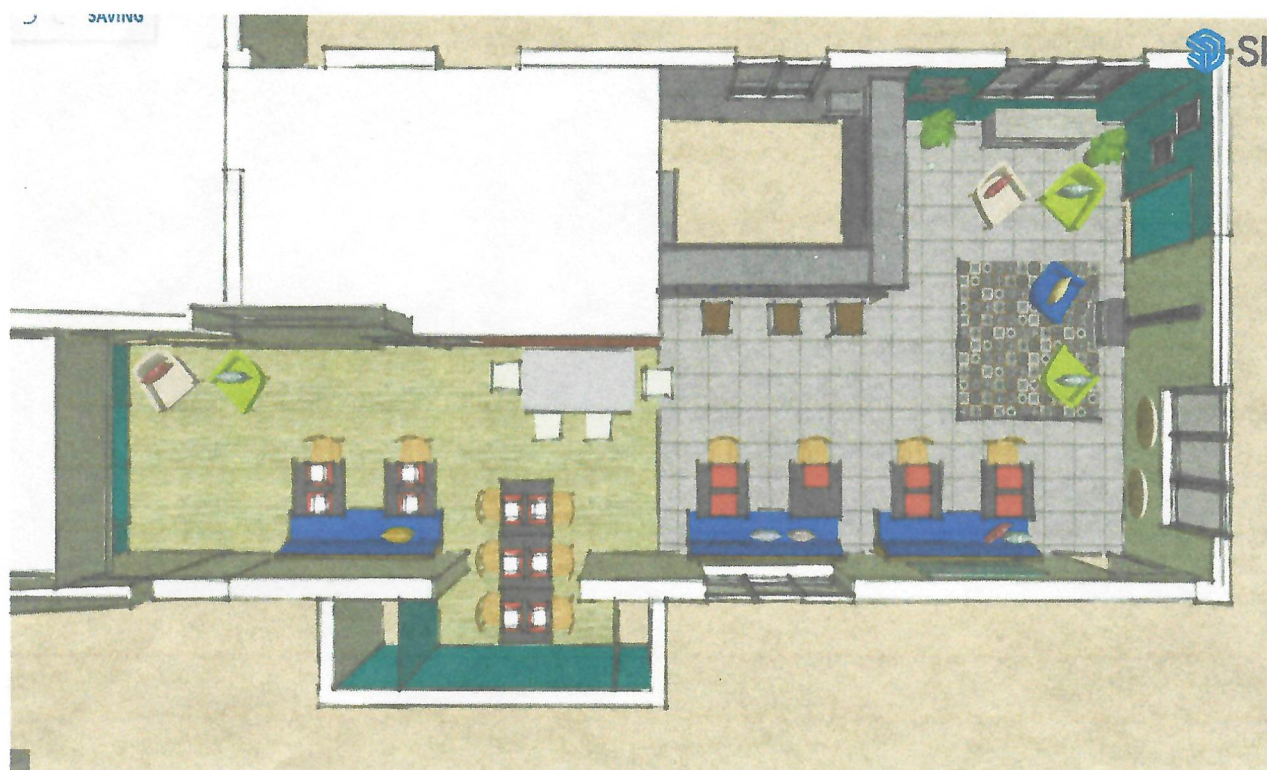
ARTIST IMPRESSIONS - EXTERNAL



ARTIST IMPRESSIONS - INTERNAL



Inside bar and seating area from the existing main door



Plan of the bar and seating areas. The covered area houses a kitchen and storeroom.

TENANCY OF COMMERCIAL PROPERTY

Date: 1st January 2023

Parties:

1. The Landlord:
2. The Tenant:

Property: The Old Island Hall, comprising an area as per the attached drawing at Annex A plus the existing Public Toilets situated at the property hereinafter known as “the Property”

Term: A term certain of 10 years from 1st January 2023 to 31st December 2033 with renewal options as set out below

Rent: £100 for every calendar month of the Term payable in advance on the 1st day of every month payable to ?????, account number ???????, sort code ??????? the first payment being due on 1st January 2023



In the Court of the Seneschal of Sark

This 28th day of April 2023 before V.J. Stamps, Sénéchal

Present: J. Godwin, Deputy Prévôt

T J. Hamon, Greffier

The Liquor Licencing (General Provisions) (Sark) Ordinance 1979

Simon Elmont applied to the Court for a Category 1 and Category 5 liquor licence under section 5 of the aforementioned ordinance, for the premises known as **The Old Hall** (formerly known as Old Island Hall), La Chasse Marette, Sark.

A satisfactory written report from Constable Jones was considered, there were no objections or restrictions requested by the Constables, nor had they received any written comments from members of the public.

There were no objections or comments from members of the public present.

As a valid Catering Permit was presented and the fee of £200 for the Category 1 licence and £200 for the Category 5 licence was presented and no objections were received from the Constable, the Court GRANTS the application for the aforesaid liquor licences.

T. J. Hamon, Greffier

V. J. Stamps, Sénéchal



Chief Pleas
THE DOUZAINE
The Committee Office, La Chasse Marette, Sark, GY10 1SF
douzaine.sec@sarkgov.co.uk

12th July 2023

Mr. S. Elmont & Ms. E. Trabuco
Manoir Cottage
GY10 1SA

Old Island Hall - lease

Dear Mr Elmont & Ms. E. Trabuco,

At its meeting on the 6th July 2023 the Douzaine considered the lease for the Old island Hall, dated 2nd January 2023, and agreed it should be renegotiated.

The Douzaine has asked I write to you to arrange a time when it could meet with you and discuss the matter.

Your sincerely

A handwritten signature in black ink, appearing to be 'Antony Dunks', written over a horizontal line.

Antony Dunks
Douzaine Secretary

Answered
21/7/23

From frank makepeace
<frankmakepeace2000@yahoo.co.uk>
To: frank makepeace
<frankmakepeace2000@yahoo.co.uk>
Date Today at 11:16

Conseillier Frank
Makepeace
Conseillers Code of Conduct Panel

Bel Air Inn Cottage

Sark

GY10 1SB

2nd April 2024

Tel: [07781 406542](tel:07781406542)

**Subject : Code of Conduct Complaint against
Conseillier Tony Le Lievre**

**That Conseillier Le Lievre in his role at the time
of Douzaine Chairman acted inappropriately
with disregard to Chief Pleas established rules
of procedure whilst awarding a lease to a
private individual for a property known as “The
Old Island Hall”**

**That he further failed to act in the best
financial interests of the tax paying public
whilst awarding a lease to a private individual
for a property known as “The Old Island Hall”**

**The property being held in Trust on behalf of
the beneficiaries who are the residents of the
Island.**

Dear Panel Members

On December 6th 2022 a meeting took place
between “selected” members of the Douzaine
Cons Le Lievre as Chair ,Cons V Bougourd as
Deputy Chair ,Conseillier Paul Williams and Civil
Servants Chief Secretary Zannette Bougourd and
Douzaine Secretary Mr Antony Dunks.

This meeting apparently was to discuss a
proposal from a private developer Mr Simon
Elmont to develop the site known as “The Old
Island Hall” **OIH** into a Bar/Café

No minutes of this meeting or details of the
alleged proposal were ever made available to the
full committee members of the Douzaine.

When later questioned why no minutes were written or available Douzaine Secretary Antony Dunks said he had “forgotten”

No further mention of this proposal was made until a meeting of the Douzaine held on January 19th 2023 when it was briefly announced to the Douzaine Committee that

“OIH LEASE :A lease had been drafted and now signed by all”

This is minuted and as I was off island at the time on holiday I couldn't question this at the meeting.

NB:Despite the OIH being an Island asset at no time was this project put out to tender to enable more interested parties to bid.

Following my return to the Island in February 2023 I requested a copy of the lease and received the following

I think its fair to say that this lease is extremely unsatisfactory. Mr Elmont has to pay just £23 a week for 10 years with an option to renew for another 10 years which my understanding of the lease tells me it would be difficult for the Island to refuse an extension.

Its worth noting that recently the Seigneur as Chair of the Trustees has become involved. He has alleged the lease was signed illegally by Douzaine Chair Cons Le Lievre on behalf of the Island Trustees when Cons Le Lievre had sought no permission from the Trustees who are landlords.

It is worth noting that included in the lease of £23 a week which is not even index linked is an option to develop an open market one bedroom flat on the OIH site which is now ready for occupancy and which is expected at current rates to yield an income to Mr Elmont of circa £10,000 per annum.

This whole saga I believe has cost the Island somewhere in the region of £150,000 in lost revenue over the 20 year period of the lease and I will explain why.

Many local catering establishments are facing rents of circa £30k a year upwards.

If a rent of £12.5k a year which is very fair had been agreed with Mr Elmont then over the course

of the 20 year lease there would have been a revenue of £250k to the island.

Even allowing Mr Elmont a generous allowance of £100k to recover his investment in the premises the island would still have received circa £150k

This of course doesn't take into account any RPI increases or any profits from the bar/restaurant or rental income from the flat.

This whole saga of the OIH lease has been without doubt the single biggest gripe from islanders I have received and continue to receive and people are constantly asking why nothing has been done.

Hence This complaint.

Pleas don't hesitate to contact me by email ,phone or in person should you require any more details.

Thankyou

Regards

Frank

Conseillier Frank Makepeace
Conduct Panel

Conseillers Code of

Bel Air Inn Cottage

Sark

GY10 1SB

4th April 2024

Tel:07781 406542

Subject : Code of Conduct Complaint against Conseillier Paul Williams

That Conseillier Paul Williams in his role at the time of Douzaine member acted inappropriately with disregard to Chief Pleas established rules of procedure whilst participating in awarding a lease to a private individual for a property known as “The Old Island Hall”

That he further failed to act in the best financial interests of the tax paying public whilst awarding a lease to a private individual for a property known as “The Old Island Hall”

The property being held in Trust on behalf of the beneficiaries who are the residents of the Island.

Dear Panel Members

On December 6th 2022 a meeting took place between “selected” members of the Douzaine Cons Le Lievre as Chair ,Cons V Bougourd as Deputy Chair ,Conseillier Paul Williams and Civil Servants Chief Secretary Zannette Bougourd and Douzaine Secretary Mr Antony Dunks.

This meeting apparently was to discuss a proposal from a private developer Mr Simon Elmont to develop the site known as “The Old Island Hall” **OIH** into a Bar/Café

No minutes of this meeting or details of the alleged proposal were ever made available to the full committee members of the Douzaine.

When later questioned why no minutes were written or available Douzaine Secretary Antony Dunks said he had “forgotten”

No further mention of this proposal was made until a meeting of the Douzaine held on January 19th 2023 when it was briefly announced to the Douzaine Committee that

“OIH LEASE :A lease had been drafted and now signed by all”

This is minuted and as I was off island at the time on holiday I couldn't question this at the meeting.

NB:Despite the OIH being an Island asset at no time was this project put out to tender to enable more interested parties to bid.

Following my return to the Island in February 2023 I requested a copy of the lease and received the following

I think its fair to say that this lease is extremely unsatisfactory. Mr Elmont has to pay just £23 a week for 10 years with an option to renew for another 10 years which my understanding of the lease tells me it would be difficult for the Island to refuse an extension.

Its worth noting that recently the Seigneur as Chair of the Trustees has become involved. He has alleged the lease was signed illegally by Douzaine Chair Cons Le Lievre (of which Conseillier Paul Williams would have been fully aware)on behalf of the Island Trustees when Cons Le Lievre had sought no permission from the Trustees who are landlords.

It is worth noting that included in the lease of £23 a week which is not even index linked is an option to develop an open market one bedroom flat on the OIH site which is now ready for occupancy and which is expected at current rates to yield an income to Mr Elmont of circa £10,000 per annum.

This whole saga I believe has cost the Island somewhere in the region of £150,000 in lost revenue over the 20 year period of the lease and I will explain why.

Many local catering establishments are facing rents of circa £30k a year upwards.

If a rent of £12.5k a year which is very fair had been agreed with Mr Elmont then over the course of the 20 year lease there would have been a revenue of £250k to the island.

Even allowing Mr Elmont a generous allowance of £100k to recover his investment in the premises the island would still have received circa £150k

This of course doesn't take into account any RPI increases or any profits from the bar/restaurant or rental income from the flat.

The involvement of Cons Paul Willaims in the lease saga took another turn last year when Mr Elmont refused to pay for sewage collections from his Premises at The Old Island Hall.

It was decided by the Douzaine committee last year to look into the amount of sewage collected from the Old Island Hall toilets over a three year period before Mr Elmont took over.

It was established that over a three year period , every quarter just one load of sewage from the OIH toilets was collected. The rate being circa £23 a load.

When Mr Elmont took over the premises with increased foot traffic from his commercial premises this amount increased to 13 loads a quarter.

It was decided that Mr Elmont should pay for the extra 12 loads as the waste was produced by his customers.

After the resignation from the Douzaine by Cons Paul Williams and Cons Le Lievre I was elected Chairman. Mr Elmont requested a meeting with me to discuss the sewage bill.

Mr Elmont stated he had an agreement with Cons Williams that he wouldn't pay for the sewage in full as he had been given verbal assurances from Cons Williams that "he would sort it and he didn't need to pay it all"

Mr Elmont offered to pay for 6 loads per quarter but I declined this and said we have a new Douziane committee now and I wasn't going to agree to this and expect the residents of sark to pay £138 a quarter to dispose of 6 loads of his sewage. I added he should pay in full.

This was in May last year.

By December 2023 Mr Elmont hadn't paid anything at all for the sewage collection and it was decided to take him to court to recover the extra owed by him.

In January Mr Elmont paid a small sum equivalent to less than half of his bill and refused to pay the full amount.

It was decided again to take him to court however I am not aware of the outcome of this.

To the best of my knowledge Cons Paul Williams has received payment for produce delivered to the Old Island Hall during the whole of last year.

This whole saga of the OIH lease has been without doubt the single biggest gripe from islanders I have received and continue to receive and people are constantly asking why nothing has been done.

Hence This complaint.

Pleas don't hesitate to contact me by email ,phone or in person should you require any more details.

Thankyou

Regards

Frank



The Court of the Seneschal of Sark

This 24th day of May, 2024 before V.J. Stamps, Sénéchal.

Present: K.N. Adams BEM, Prévôt

T.J. Hamon, Greffier

Lease Registration – The Old island Hall, Sark

The Island Trustees (the Landlord), **Simon Elmont** and **Erika Trabucco** of Manoir Cottage, Sark (the Tenants) apply to the Court to register the lease for part of the property known as Old Island Hall, Sark.

The Island Trustees are the de jure landlords of the property as per section 57 of The Reform (Sark) Law, 2008 as amended (The Law), with the ultimate ownership of the property being vested in the Chief Pleas of Sark (Chief Pleas) on behalf of the People of Sark.

The Island Trustees were represented in Court by Major C. M. Beaumont, Seigneur of Sark and P. M. Armorgie, Speaker of Chief Pleas. For the purposes of this hearing the Prévôt and Greffier who are also Island Trustees would make no comment.

The Tenants were both present in Court.

Conseiller Christopher Bateson, Chairman of the Douzaine, and Conseiller Edric Baker were present in Court to represent the interests of the Chief Pleas of Sark.

The Sénéchal stated that she had received a formal objection from the Douzaine to the registration of this agreement. This objection was based on legal advice from the Law Officers of the Crown (Law Officers) to the then Assistant Chief Secretary, Dianne Marshall, advising that unless a specific Resolution of Chief Pleas authorising the Trustees to lease the property can be produced, the agreement would be void and so of no effect. The Douzaine further stated that they are of the opinion that it is not in the best interests of the Landlord, Tenant or people of Sark to agree to a situation where an island property is rented or leased without a formal and legal contract.

The Sénéchal explained the relevant section of the law, namely section 57 of The Law and agreed that it was correct for the Law Officers to have picked up on this issue and that any such disposal, however transient, should be authorised by resolution of the full Chief Pleas of Sark.

The Sénéchal stated that what concerned her is quite how Chief Pleas got themselves in this position and that Chief Pleas, specifically the various Conseillers and members of Chief Pleas present should be asking very serious questions as to the basis of the advice given when such an agreement was formed. She further stated that this is not the first time that this Court has become involved because of Chief Pleas Contracts of a poor and lax nature or have not been prepared correctly with the permission of Chief Pleas.

The Sénéchal further stated that she did not know who gave the advice in the first place or who had oversight of the agreement that was put in place, but clearly there are some very serious flaws in the systems and processes used by Chief Pleas and that it would be for those members of Chief Pleas present to endeavour to challenge the current system and improve how Chief Pleas works.

The lack of a Resolution of Chief Pleas, given the issue raised by the Law Officers of the Crown was of concern, and the Sénéchal asked the Greffier whether the Old Island Hall sub-committee of the Douzaine was still in existence, he confirmed that it was dissolved.

The Sénéchal asked if there was anyone present that knew who was responsible for the property within Chief Pleas. The Seigneur of Sark stood to draw attention to the mandate of the Douzaine – the Sénéchal paused proceedings and instructed the Prévôt being instructed to fetch a copy from her desk – specifically section 15, which was extant at the beginning of 2021 when the Old Island Hall sub-committee existed, gives a specific mandate to the Douzaine:

To be responsible for letting, appointing tenants, fixing rents and terms on property surplus to the requirements of the Douzaine. Income arising from and expenditure on Island Property to be recorded in the Island's Financial Statements

The Seigneur went on to explain that in his view this was a mandate derived from a resolution of Chief Pleas and hence it could be considered a resolution in of itself for the Douzaine to do as it seems fit with properties that are surplus to its requirements and he would contest that the Old Island Hall was a property surplus to their requirements and therefore it was right and proper for the Douzaine to set a contract with whomever they felt was suitable. He further stated that the advice from the Law Officers was quite clear that in the absence of such a mandate then the contract would be void but as there is a mandate from Chief Pleas it seems perfectly reasonable that the Douzaine are within their rights and it is their duty to do what they have done.

The Sénéchal asked for a response from the Douzaine, Conseiller Bateson stood to thank the Seigneur for this information and stated that he was not aware of this and questioned whether it was still in the mandate. The Sénéchal responded that the copy of the mandate she read from was the most recent from the Sark Government website and dated 18th January 2023.

Conseiller Bateson continued by saying that if the Douzaine has the authority to create the contract then they had no grounds to object.

The Sénéchal agreed that it would be appear so.

The Sénéchal thanked the Seigneur for raising the point, however it did not take away from what she had said earlier in that there was clear evidence of no reasonable advice being given to the Douzaine.

Conseiller Bateson agreed with this statement and felt that the proper legal advice had not been sought at the time. The Sénéchal explained that she was not making disparaging comments towards the currently constituted Douzaine and that she was aware that there had recently been a significant change to the membership of the Douzaine and that this contract was born with the previous Douzaine membership. However, the Douzaine in particular and Chief Pleas in general still need to look at what advice is being given, and taken, and consider what has brought them to this position.

The Sénéchal determined that as the Douzaine mandate to dispose of property had been given by a resolution of the Chief Pleas of Sark and that the Douzaine as a body corporate has previously decided that this agreement should go ahead and therefore have agreed and have given permission for this lease agreement to be registered.

The Sénéchal asked for the agreement, this being furnished by the Tenants. She noted that there were signatures from the four members of the Trustees, witnessed by Anthony Dunks who is Douzaine Secretary, and signatures from both of the Tenants. She further noted that the Tax Assessors stamp was present and signed by the Deputy Tax Assessor.

The Tenants paid the fee of £80.

The Sénéchal instructed the Greffier to register lease agreement on the records of this island.



T.J. Hamon, Greffier



V.J. Stamps, Sénéchal



Court of the Seneschal

This 29th day of May, 2024, in Chambers

On the matter of the **Code of Conduct Panel Report** regarding a complaint by **Conseiller Makepeace** against **Conseiller Le Lievre** and **Conseiller Williams**.

I have been asked to examine the Code of Conduct Panel (CCP) Report in to this matter and review whether the correct procedures have been applied.

The CCP provided me with:

- An unsigned copy of the final report
- A summary of the CCP terms of reference

To this I have added the **Code of Conduct – Conseillers of Chief Pleas** document as available from the Sark Government website.

The report consists of 4 (four) pages of the results of the CCP's findings, this includes inter alia:

- The discovery of salient information regarding the processes used by the Douzaine and the Executive and highlights the role taken by Conseiller Le Lievre in either misunderstanding or being poorly advised in respect to sections 57 and 58 of The Reform (Sark) Law, 2008 as amended
- The processes used in the agreement negotiations and the significant lack of Douzaine evidence to support decisions made and failures in the support given by both the Executive in the form of the Chief Secretary as well as the Douzaine Secretary.
- Observations of the Douzaine's conduct and a cavalier disregard to good practice.

Based on the evidence I have seen in the Report, I believe that the findings made were reasonable, considered and succinct. Furthermore it is apparent that the CCP have approached the investigation and decision based entirely on the evidence presented.

In terms of considering a failure of process a lack of documentary evidence from the Douzaine et al concerning minutes, quorum and communication is evidence in itself.

The sanctions recommended by the CCP are reasonable and support the seriousness of the failings identified.

The further recommendations made by the CCP are equally reasonable and ask for nothing more than ensuring good Governance.

In summary: The CCP have conducted the investigation in line with the required procedures and have produced a detailed, reasonable and fair report of what they have discovered.

Sénéchal

CODE OF CONDUCT PANEL
CHASSE MARETTE
SARK GY10 1SE

c/o hazel.fry@cwgsy.net

Mr Paul Armorgie,
Speaker of Chief Pleas.

7th June 2024.

Dear Speaker,

Having received a complaint from Conseiller Frank Makepeace against Conseiller Tony Le Lievre and Conseiller Paul Williams it was decided that a full investigation was merited. A copy of our Report is enclosed. Also enclosed is a copy of the statement by an independent witness, which the Code required.

On Monday, 10th June, the three Conseillers involved will have had the Report for the required ten days. On that day the Report needs to be progressed to the next stage and go to the Policy & Finance Committee. It is for that Committee to bring the matter to Chief Pleas, preferably at an Extraordinary meeting.

Yours sincerely,

Hazel Fry, Chair of Code of Conduct Panel.

Conseillier Tony Le Lievre
Pret du Bois Sark
GY10 1SA

Paul Armorgie
The Speaker of Chief Pleas
Chasse Murette
Sark
GY10 1SE

16 June 2024

Dear Mr Speaker, Chairman of Policy and Finance Committee, Chairman Code of Conduct Panel,

The speaker of the house asked for me to provide a bullet pointed list regarding a time extension so that I can properly respond and defend myself against the complaint made against me. My reasons for this request are:

1. I believe the complaint is politically motivated but need further time to collate evidence.
2. I've been informed of evidence being submitted but have no visibility of it.
3. While I respect the efforts and integrity of the Code of Conduct panel, the official process hasn't been properly followed.

I would like to draw your attention to section 2.2.e of the Conseiller's Code of Conduct:

If the complaint appears to be malicious, politically motivated, tit-for-tat or otherwise submitted with an improper motive and the complaint is not otherwise considered to disclose sufficiently serious potential breaches of the code to merit further consideration

I believe that there is evidence to suggest the complaint may fall into the above. However, time is needed to collate and prepare this evidence.

Furthermore, I am aware of evidence being used in the code of conduct review that I have no visibility of. It is unfair to expect me to prepare a defence without access to the same evidence. There must be a level playing field for me to be able to provide a full response.

Finally, the Code of Conduct Panel has not followed their own processes correctly. The panel has deemed documents to be received when sent, neglected to inform me of my rights or the independent person at the start, and has used calendar days when the process explicitly specifies business days. This has left me isolated, without support, or

access to resources or time to prepare a reasonable defence against the allegations made.

I would like to request a further 90 calendar days to formulate a response. This time will be used to gather evidence, construct a forensic timeline of events, and develop a response that will lay out all of the facts.

I've been advised that an equivalent case in Guernsey would be expected to take up to 6 months to conclude, and therefore I consider 90 calendar days to be enough to prepare an appropriate response, starting from receipt of your response.

I wish to be clear that my request is not an attempt to frustrate any process. It simply takes time to gather and organize facts and statements. I believe the truth will show that I have committed no deliberate wrongdoing, and must be given sufficient time to demonstrate that.

Yours Sincerely,

A handwritten signature in cursive script, appearing to read 'Tony Le Lievre'.

Conseillier Tony Le Lievre

CODE OF CONDUCT PANEL

La Chasse Murette

SARK GY10 1SF

Document 16

Conseiller Paul Williams

21 June 2024.

Dear Paul,

We have read your defence of the Code of Conduct claim. While there is criticism of the Claimant and the Code of Conduct Panel, we are intrigued that there is nothing said to address the actual complaint. This is the granting of a Lease for the Old Island Hall, without Proper Procedure being carried out.

You believe the complaint to be "politically motivated" – whether there was political motivation or not, we have no idea. The complaint issued is about the granting of the Lease, regardless of motive or personalities. That is what we've examined.

"Evidence being used in the CofC Review that I have no visibility of" – all the evidence we have used has come from the Douzaine Minutes, which, as a member of the Douzaine, you already have access to.

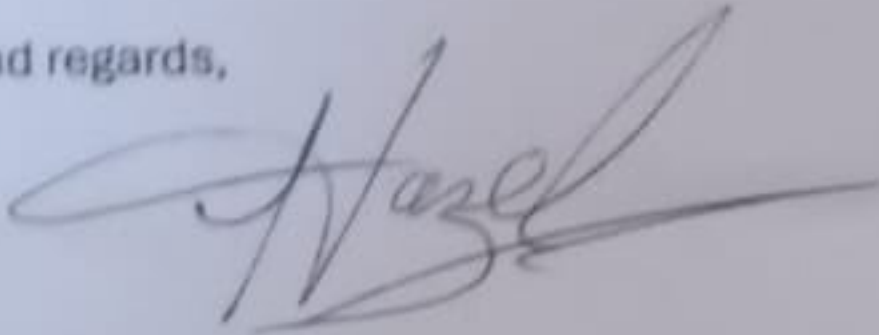
Process not properly followed? "The Panel neglected to inform me of my rights or the Independent person at the start". For this oversight we must apologise. We asked Dr. Victoria Stamps to review our Report and failed to inform you at the correct time. Of course you are free to consult with her.

Yes, the two complaints were treated jointly as it was the same complaint in each case and both of you were interviewed separately. Why would they not be looked at together? We note that both you and Tony have responded to us with almost identical letters, except for your single sentence on this very subject.

You say that the Conseillers are feeling "isolated, without support or access to resources or time to prepare a reasonable defence." Neither has presented any new documentation, written submissions or fresh evidence (Code of Conduct p10 2.3c).

In the interest of fairness, for not giving you the name of the Independent Reviewer and not properly observing the 10 working days we are happy to give you a further 15 calendar days, from the date of this letter, to send us any new evidence and documentation you may have. If nothing significant is forthcoming, within the 15 days, that would change our conclusions, then it will proceed to P&F, who will take it all to an Extraordinary Chief Pleas meeting, in July, when you will have the opportunity to present your case. A Review will only be granted if credible new evidence is produced.

Kind regards,

A handwritten signature in dark ink, appearing to read 'Hazel', with a long, sweeping horizontal stroke extending to the right.

Hazel Fry (on behalf of the Code of Conduct Panel)

CC: Mr Paul Armorgie, Speaker of Chief Pleas.

Cons. Tony Le Lievre
 Pret Du Bois, Sark
 GY10 1SA

Cons. Paul Williams
 Maison Lafayette, Sark
 GY10 1SF

Chairman of Code of Conduct Panel Hazel Fry - 01 July 2024.

Dear Hazel,

Thankyou for your response dated 21 June 2024. It appears you may have misinterpreted our previous letters. What we sent wasn't a defence of the Code of Conduct report, as you stated. As mentioned, the speaker asked us to make the case to be provided with sufficient time to prepare a defence. We felt we'd done so, but the panel may not have fully considered our request.

This letter is not intended to constitute a response to the report nor a defence. It's purpose is:

1. to provide information in support of and to reiterate our request for sufficient time to prepare an appropriate response, as what's been offered isn't sufficient
2. to support the panel in meeting it's obligations regarding politically motivated complaints
3. to respond to other points raised in your previous letter.

Further Time Needed

We've gathered over 550 documents and expect to reach close to or over 1000 before conclusion. Much of the evidence we need isn't online, is poorly indexed, may not be digital, or spread across disparate sources accessible only through various gatekeepers.

So far our enquiries have established inaccuracies with the report which we suspect stem from the panel's limited access to minutes, as mentioned in your previous letter. We know where the panel's report is inaccurate but need time to acquire and collate written evidence for presentation.

For example, the lease registered in the cadastre has the trustees' signatures, not ours. We need other documents and the time to process them. We don't want to flood the panel with over 1000 documents. We need time to reference the exact points needed to make relevant to our individual responses. This is why we need 90 calendar days from June 17th.

Political Motivation

Under s2.2 of the Code of Conduct complaints process the panel has an obligation during it's initial assessment to determine whether the complaint constitutes tit-for-tat or political motivation. We were surprised to see, "whether there was political motivation or not, we have no idea". The panel has an obligation to know the answer. We'd like to provide supporting information to help the panel meet it's obligation under s2.2. We appreciate that this should've happened during the initial assessment. However, as we weren't party to it, nor were we asked questions, we are providing this now.

The political motivation of the complainant is a matter of public record. Conseiller Le Lievre's previous complaint against the current complainant was considered by the panel in 2022. Please see the report in the Christmas 2022 Meeting of Chief Pleas agenda (section 8) Appendices 1 and 2. Appendix 1 is a report on the complaint Conseiller Le Lievre filed against the current complainant, while Appendix 2 is a letter about their subsequent counter-complaint (over the wording of Conseiller Le Lievre's initial complaint) being dropped.

The original complaint focused on 4 areas of the then Code of Conduct in relation to a PDG meeting, in particular that the then subject conseiller:

1. had failed to treat others with respect
2. was bullying
3. had intimidated or attempted to intimidate others

4. conducted himself in a manner which is contrary to Chief Pleas' duty to promote and maintain high standards of conduct.

The current complaint as submitted specifically refers to only the last point. This is unusual as there are other parts of the current code that would more appropriately fit a complaint about a lease.

We've seen attendee notes from a meeting in October 2023 where the complainant raised their issues. This means the complainant sat on their complaint for at least 6 months before submission. This is their right, but if the complaint were politically motivated there would be a political catalyst.

As recorded in the Hansard of the Easter meeting of Chief Pleas taking place on April 10th this year, Conseiller Le Lievre spoke representing the signatories of agenda item 24, a proposition for a vote of no confidence in the then-structured Douzaine Committee as it was no longer quorate. This would've removed the then chairman (the complainant). It took time to get the 7 signatories together, and of course the agenda item would've been published in advance of the meeting. We believe the complainant heard this was being organized and that this was the catalyst for the current complaint.

Following that meeting a reconstituted and quorate Douzaine Committee was established with us in our current Douzaine roles. If removed, the committee would need to replace our positions, with the complainant likely to put themselves forward. We had suspected the complainant actively sought our removal for some time, this was confirmed in an email circulated on Friday, 28th June (attached to the digital version of this letter), in which he wrote:

I intend to ask the following question at next weeks meeting of Chief Pleas

With the overwhelming guilty verdict against Cons Tony Le Lievre and Cons Paul Williams in the "Old Island Hall" code of conduct complaint does the Douzaine intend to seek to remove both members so as not to further blemish its reputation?

Note the request is for removal, not suspension as per your report. We'd also like to draw attention to the Guernsey Press article "Sark conseillers could be disbarred over hall's lease", (archived copy available at <https://web.archive.org/web/20240615061435/https://guernseypress.com/news/2024/06/15/sark-conseillers-could-be-disbarred-over-halls-lease/>). We appreciate this was published after the initial assessment period, but when the Guernsey Press contacted us, we made it clear we didn't want to influence any process. We'd like to know if panel members have or have been contacted by the Guernsey Press regarding this article or any part of the investigation. If not, then the only person the press could've heard of this would be the complainant, most likely by their initiation. This comment by the complainant stands out:

'It remains to be seen if they will impose sanctions on the two conseillers,' he said. 'Or whether it follows its normal route of protection of its own at all costs.'

As demonstrated in his own words, we believe the complainant is running a campaign to see us removed from the Douzaine and is abusing the Code of Conduct process to do so. There has been a long-running animosity between us and him. Some may be captured in hansard, but we need more time to extract relevant points for the panel. For the purposes of the Code of Conduct it does not matter whether an attempt to influence a process politically is successful, just that it meets the criteria in 2.2 e or f. Given the statement in your previous letter we ask that the panel reconsiders this in light of the above.

We hope this provides some clarity to the panel regarding the political motivations of the complaint against us both. There is more, but we need time to collate and present the full picture.

Joint Treatment

We were saddened to only hear in your last letter that our complaints were being treated jointly. In it you wrote, "Yes, the two complaints were treated jointly as it was the same complaint in each case and both of you were interviewed separately. Why would they not be looked at together?"

Put simply, we believed we were being treated separately because that's what you told us. On the 8th of April you emailed us both in response to our requests for a joint meeting. You mentioned, "as we have received separate complaints, and in the interest of good practice, we would prefer two separate meetings."

It was reasonable to assume that in the absence of anything to the contrary and having been repeatedly told various facets were separate, and being refused any joint presence in meetings, that our complaints would be treated separately. Bear in mind that Conseiller Williams asked for details of the complaint the day before, which would've been the ideal point to inform us of this approach.

We've never heard of two separate complaints being treated jointly, and for reasons visible in the report. The report blends responsibilities and obligations without making it clear to whom it applies. We ask the Chairman to look at the report they issued in comparison to the report issued regarding Conseiller Le Lievre complaint in the Christmas 2022 Chief Pleas. By blending the responsibilities and actions of 5 people in a report on two separate complaint subjects, a Conseiller reading the report may assume any and/or all comments apply to us both. They will then be asked to vote on our political future amid the backdrop of the complainant baying for our permanent removal. This prejudices any chance of a fair vote, and is why we should've been treated separately.

In our research into equivalent prior judgements published throughout the Bailiwick we only found separately treated complaints. We're unaware of any relevant Bailiwick-wide judgement where subjects were initially informed their complaints would be treated separately but later treated jointly without them or the complainant being informed.

The panel must treat our complaints, judge, and sentence us separately, as per our rights and in the interests of good practice. In the absence of the panel informing us of our rights we've sought independent legal opinions and advice. We would prefer that the panel treats this request seriously as escalation risks derailing the entire process.

Making The Report Fair

There are three sources Conseillers will draw upon for the vote. The first is your report. The second is the Guernsey Press article that the complainant will no doubt circulate ahead of the vote. The third will be statements made by the complainant in and around Chief Pleas, which while protected from defamation can still be malicious, politically motivated, tit-for-tat, or otherwise submitted with an improper motive.

We ask the panel review previous Code of Conduct reports, differences in structure, attribution, and tone, and consider the released report a draft, not meant for official use. We appreciate separating out the reports, attributing elements to individuals, and rewriting to avoid defamatory or prejudicial statements will take time. If the panel were to review prior judgement reports in Sark, Guernsey and Alderney, it would be clear that further work is needed to bring the report to an equivalent level.

As we've said earlier, there are many inaccuracies in the report most likely due to the lack of available evidence. We need time to collate, reference, and present written facts in a reasonable manner, and of course are happy to share evidence. This process doesn't have to be adversarial.

As mentioned earlier this letter does not constitute our formal defence or response to the report. We've quantified our need for more time, provided supporting evidence establish political motivation behind the complaint, and made clear the issues we see with the report in it's current state. We accept it is unusual for the subject to request the report rewritten, but it is for the panel to decide if it wishes to do so. The response we receive will determine our next course of action.

Kind Regards,



Conseiller Tony Le Lievre



Conseiller Paul Williams

CODE OF CONDUCT PANEL

LA CHASSE MARETTE

SARK GY10 1SF

hazel.fry@cwgsy.net

Conseiller Tony Le Lievre

2nd July 2024

Dear Tony,

The Code of Conduct Panel met this evening to discuss the letters from you and Tony. We have sought to answer the points you raised.

Further Time Needed: It is difficult to see the need for ninety days in which to examine documents other than an attempt to delay and defer a resolution of this issue. The one example cited is the Lease, which is not in contention. We are aware that the signatories' names were later changed. This does not require an examination of the document. We need to see new evidence by 5.00pm on Friday 5th July.

Political Motivation: Although the events under consideration involve politicians the issues under consideration by the Panel were not, in themselves political. Rather, they concerned the proper conduct of decision making in the responsible handling of public assets. This is what the Panel addressed.

Any political or personal differences between the parties involved do not alter the facts of business conducted on behalf of the public, nor was the outcome of any previous complaints taken into account. Any future statement intended to be made by any of the involved parties cannot be considered by the Panel. In this instance the complaint appears to be correct. This conclusion is not to do with personalities; our investigation has focused on facts.

Joint Treatment: Separate interviews were held with each of the Conseillers involved, and the Panel is cognisant of the different degrees of responsibility of the two, one being the Douzaine Chairman and thus carrying the greater responsibility. This is reflected in our recommendations. At all times the Panel considered the separate situations of the two parties. However, the receipt of identical and joint communications from you would

tend to suggest that you acted and continue to act closely together, as is entirely to be expected in colleagues of long standing.

Making the Report Fair: The Panel produced the Report as directed in our written instructions which do not mandate a draft or unofficial report, but require us to produce a factual Report for Chief Pleas to consider. Our only interest has been to secure Good Governance in Sark.

The Panel agreed from the beginning of its work that there would be no Press release or contacts with any media. This remains the case.

Kind regards,

Hazel

Hazel Fry (for Code of Conduct Panel)

CODE OF CONDUCT PANEL

LA CHASSE MARETTE

SARK GY10 1SE.

hazel.fry@cwgsy.net

Conseiller Tony Le Lievre

9 July 2024.

Dear Tony,

Thank you for your full response to our Report. The Panel has discussed it at length and has concluded that there is no new, relevant evidence to justify a Review of our investigation. Consequently, we will be proceeding with requesting an Extraordinary Chief Pleas meeting.


As I said to you, this is not a personal matter and we have tried to expedite it as smoothly as possible with the evidence available to us. Once a complaint has formally been given to the Code of Conduct Panel, regardless by whom or of our opinions, it has to be fully investigated and a Report, with our considered recommendations, written. That is what we have done. The next step is for Chief Pleas to decide if they accept this Report or not. We have no part in this decision.

This has never been a legal issue and so we are surprised that you want to turn it into one. Our sole interest has been to promote Good Governance on Sark. Both you and Conseiller Paul Williams have acknowledged mistakes you've made and how decisions have been made without full consultation.

Yours sincerely,

Hazel

Hazel Fry for Code of Conduct Panel.

From: Conseiller Frank Makepeace <frank.makepeace@sarkgov.co.uk> 
Subject: FW:
Date: 18 December 2024 at 15:06
To: Melissa McCullough <melissamccullough10@gmail.com>

CM

From: Conseiller Frank Makepeace <frank.makepeace@sarkgov.co.uk>
Sent: Monday, August 5, 2024 1:51 PM
To: All Conseillers <conseillers@sarkgov.co.uk>; Elaine Cobb <Elaine.Cobb@Justice.gov.uk>; Governorsoffice <governorsoffice@gov.gg>; Speaker of Chief Pleas <speaker.chief.pleas@sarkgov.co.uk>; SEO Michael Bertram <Seo@sarkgov.co.uk>
Subject: Fwd:

Good afternoon

It has been brought to my attention that despite the findings of the code of conduct panel report being published to relevant parties on 30th May 2024 (over two months ago)

The majority of Conseilliers still haven't received a copy of or had an opportunity to view the report.

So this is it.

Regards

Conseillier Frank Makepeace

The peoples Conseillier


Sent from [Outlook for iOS](#)

From: Conseiller Frank Makepeace <frank.makepeace@sarkgov.co.uk>
Sent: Monday, August 5, 2024 1:48:22 PM
To: Conseiller Frank Makepeace <frank.makepeace@sarkgov.co.uk>
Subject:

Sent from [Outlook for iOS](#)

Code of Conduct Panel Report.pdf
2 MB



From: Seneschal of Sark seneschal@sarkcourt.co.uk 
Subject: Re: Confidential: OIH investigation Further clarification
Date: 23 January 2025 at 14:13
To: Melissa McCullough melissamccullough10@gmail.com

SS

Dear Melissa,

And a Happy New Year to you. Sark has started in something of a rush so it's been busy in Court!

Yes it's a genuine document. It was sent electronically and as such didn't have a written signature. I should add that my opinion was based on what had been presented at the time, this being:

- The decision by the panel
- Two pages outlining the procedures

I had no sight of any documentation that showed evidence of the procedures used, communications or any evidence presented. Given this wasn't a formal judicial review this was not of concern and the opinion was prima facie.

With kind regards,

Victoria Stamps
Seneschal of Sark



Seneschal's Chambers
La Chasse Marette
Sark
Channel Islands
GY10 1SF

E: seneschal@sarkcourt.co.uk
T: 01481 832993 (Monday-Friday 1pm to 3pm)
M: 07781 108899

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From: Melissa McCullough
Sent: Friday, January 17, 2025 15:23

To: Seneschal of Sark

Subject: Confidential: OIH investigation Further clarification

Dear Victoria


I hope you are well, and happy new year.

I am writing to ask for your clarification on the attached document.

1. Can you confirm this is a genuine document?
2. Did you sign this document?
3. If so, do you have a copy of the signed document?

Kind regards
Melissa

Melissa McCullough
Lead Investigator, OIH Lease Report

From: Tony Le Lievre tonylelievre53@gmail.com 
Subject: Fwd: For the Seneschal
Date: 19 January 2025 at 13:14
To: Melissa McCullough melissamccullough10@gmail.com

----- Forwarded message -----
From: **Tony Le Lievre** <tonylelievre53@gmail.com>
Date: Wed, 10 Jul 2024 at 10:11
Subject: Fwd: For the Seneschal
To: john guille <guillejohn@hotmail.com>

----- Forwarded message -----
From: **Tony Le Lievre** <tonylelievre53@gmail.com>
Date: Tue, 9 Jul 2024 at 10:26
Subject: Fwd: For the Seneschal
To: <pcoc@teamklutz.com>

Sent from my iPad

Begin forwarded message:

From: Seneschal of Sark <seneschal@sarkcourt.co.uk>
Date: 8 July 2024 at 14:36:00 BST
To: Tony Le Lievre <tonylelievre53@gmail.com>
Subject: Re: For the Seneschal

Dear Tony,

I believe the attached is the CCP procedures.

I am unaware of any formal procedures of how to temporarily suspend proceedings of the independent panel, I also consulted with the Speaker to get an understanding of the relationship between the CCP and Chief Pleas to see whether there was any oversight, however it is quite rightly independent.

Given what you have said regarding:

- Not having seen the complaint
- Not being aware of the procedures
- Your concerns that you weren't able to adequately present evidence in your defence

I would advise you raise your concerns with the Chair of the CCP and ask for the opportunity to delay a few days so that you may present your defence knowing what it is that you are being accused of. In my view it would be only fair you both be able to defend yourselves against any accusations.

With kind regards

Victoria Stamps
Seneschal of Sark

Seneschal's Chambers
La Chasse Marette
Sark
Channel Islands
GY10 1SF

E: seneschal@sarkcourt.co.uk

T: 01481 832993 (Monday-Friday 1pm to 3pm)

M: 07781 108899

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From: Tony Le Lievre <tonylelievre53@gmail.com>

Sent: 04 July 2024 14:42

To: Seneschal of Sark <seneschal@sarkcourt.co.uk>

Subject: Fwd: For the Seneschal

Sent from my iPad

Date: 4 July 2024 at 12:07:09 BST
To: tonylelievre53@gmail.com
Subject: For the Seneschal

Dear Seneschal,

I'm working on a response to a Code of Conduct investigation into me. I've noticed the cover sheet makes references to things the report doesn't, like the salient information regarding being poorly advised in s57 and 58 of The Reform (Sark) Law, 2008 as amended. I'm trying to put together my response. I'm also helping Conseiller Paul Williams with his as there are two separate complaints but I believe they relate to the same things.

We haven't had a copy of the complaint itself, or the CCP terms of reference. This left us confused with regard to being treated separately vs jointly, more so after the Chairman issued two mutually exclusive statements about it.

Last night in Chief Pleas the panel issued a statement I've interpreted as:

1. We have to submit new evidence without knowing what evidence they already have
2. That the evidence (not necessarily our response) will be examined by other panel members not involved with the initial investigation to determine if this materially alters the panel's conclusions.

We have asked for them to share evidence and offered to pool ours with theirs as we go but were told "all the evidence used is in the Douzaine minutes" which is untrue. We know they spoke to people and have received letters. There are things in the report not covered in Douzaine minutes at all. If they'd have agreed to share evidence we would've asked the Douzaine for the permission to share relevant minutes they didn't have, resolving one of their complaints.

We haven't been given a full description of the complaint - that's why the Reform Law mention was such a shock. Our response might not actually be properly considered because we're explicitly responding to the report and the panel seems to be considering things it never documented.

We weren't informed of anything from the statement in advance and now have to rewrite our statements to ensure we have "new evidence" with less than 48 hours left. I have to say I've been treated really badly in all this and it feels like the panel has been obstructive and defensive throughout.

To that end:

1. Can you send me a copy of the CCP Terms of Reference as we didn't realise it exists until yesterday and we had to attend Chief Pleas. We worked solely from the report until then.
2. Is there a way to temporarily suspend the process while we get the full information about the complaint, process it, and adjust the response? Next Friday would be sufficient.
3. Given the way the panel has treated us, are you aware of options to ensure that everything (including our response) will be reviewed by the people not involved in the investigation, and not blocked by the original panel.

If you're able to help with an extra week, could I also arrange a time for Paul, myself, and two friends helping us to see you, go through what we have and to make sure we're responding to the right points of each complaint?

Kind Regards,

Conseiller Tony LeLievre



CONDUCT PANEL - procedure.pdf





CONDUCT PANEL


- a) A Conduct Panel shall be appointed to review Conseiller's conduct and investigate complaints from any source regarding the conduct of any named Conseiller.
- b) All complaints must be based on evidence and received in writing. Unsubstantiated complaints, such as a repeated media reporting, will not be considered.
- c) The Conduct Panel should be comprised of responsible ordinary residents of Sark which may include past Conseillers of Chief Pleas (who are at least one year clear of office).
- d) The panel consists of a Chairman, and up to five members. These persons will be appointed by the Appointments Committee appointed for the purposes of section 5A of the Reform (Sark) Law 2008.
- e) Immediately a complaint is received by the Chairman, it should be acknowledged in writing within five days and reviewed by the Chairman.
- f) If a prima facie case exists, and it is based on the evidence provided, then Chairman will notify the panel and ask for at least two members to join him and be part of the Investigation Panel.
- g) Following the procedure laid out in Section 2.2 the Conseiller(s) who is alleged to be in breach will be notified, in writing, of the complaint and asked to choose a further member of the Conduct panel to join the Investigation panel. If the Conseiller or Conseillers fails to or declines to nominate a panel member, then the Chairman will appoint a further member to the Investigation Panel.
- h) Following the procedure laid out in Section 2.2 the Investigation Panel will then arrange for investigations to take place by designated members of the panel. The Investigation Panel may reasonably request any papers or records it deems relevant to the investigation. This includes any papers that may be in possession of the Conseiller who is alleged to be in breach of the Code.
- i) The Conseiller(s) who is alleged to be in breach will be invited to address the panel and provide all relevant material in the matter.
- j) All Conseillers shall fully co-operate with the panel and any investigation group. Failure to co-operate will be deemed to be a breach of the code of conduct.
- k) Substantiated minor matters may be dealt with by the panel see Section 3.4.

l) More serious substantiated matters that may require a formal reprimand, suspension or removal from office must be referred to the next meeting of Chief Pleas, with a report from the Investigation Panel recommending the action required, this may require an Extraordinary Meeting of Chief Pleas to be called.

m) Any substantiated complaint that may involve a possible criminal offence shall be reported by the panel to the police. The Investigation Panel will not sit or consider the matter further until there is confirmation that no further action is being considered by the police and that this has been confirmed in writing.

n) A record of all received and substantiated complaints and the action deemed appropriate by the panel and Chief Pleas shall be kept at the Greffe Office for a minimum of seven years from the conclusion of the investigation.

o) At the conclusion of the investigation of a substantiated complaint the report from the Conduct Panel with its recommendations will be placed on the Sark Government website.

From: Tony Le Lievre tonylelievre53@gmail.com 
Subject: Fwd: Code of Conduct
Date: 19 January 2025 at 13:11
To: Melissa McCullough melissamccullough10@gmail.com

----- Forwarded message -----

From: **Seneschal of Sark** <seneschal@sarkcourt.co.uk>
Date: Fri, 12 Jul 2024 at 10:55
Subject: Re: Code of Conduct
To: Tony Le Lievre <tonylelievre53@gmail.com>
Cc: Conseiller Paul Williams <paul.williams@sarkgov.co.uk>, Conseiller Tony Le Lievre <tony.lielievre@sarkgov.co.uk>

Dear Tony,

Unfortunately I am in the middle of things with clients so can't review what you've writtem.

However, I will be in Chambers from approximately 1pm, give or take a few minutes, though be aware I have Court at 2:30pm today.

With kind regards,

Victoria Stamps
Seneschal of Sark



Seneschal's Chambers
La Chasse Murette
Sark
Channel Islands
GY10 1SF

E: seneschal@sarkcourt.co.uk
T: 01481 832993 (Monday-Friday 1pm to 3pm)
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soon as possible

by telephoning 01481 832993 and immediately delete the message (and any copies) from your system.

From: Tony Le Lievre <tonylelievre53@gmail.com>

Sent: 12 July 2024 10:44

To: Seneschal of Sark <seneschal@sarkcourt.co.uk>

Cc: Conseiller Paul Williams <paul.williams@sarkgov.co.uk>; Conseiller Tony Le Lievre

<tony.lielievre@sarkgov.co.uk>

Subject: Code of Conduct

Dear Victoria,

Many thanks for your response. Paul and I submitted our responses on Friday 5th. We have subsequently received almost identical letters from the Chairman of the CoC panel along with a full copy of the Code of Conduct.

The Chairman wrote that the panel concluded: "that there is no new relevant evidence to justify a review of our investigation"

Section 2.3 of the CoC governs how requests for review operate.

2.3c says a review may be undertaken where new evidential reasons for the request have been made and fresh supporting documentation is presented.

2.3d says people doing the review have to be panel members not involved in the complaint.

Paul and I are feeling somewhat gaslighted by the Panel. Our submissions were incomplete but we believe that we have supplied "evidential reasons, supporting documentation" and evidence to invalidate whole sections of the report at least.

Their argument appears to be "no new relevant evidence" but that isn't the requirement.

To the best of my knowledge all five panel members reviewed the request for extra time and evidence that both Paul and I submitted on Friday 5th. I am not aware of any other members being elected to the panel other than the original five.

It looks like the investigators decided that the investigation should not be reviewed. That doesn't sound right to me.

Would it be possible for Paul and I and a couple of people who have been assisting us, to see you on Friday afternoon in your capacity as the independent person? We would like to get your opinion on the use of the CoC process to date. We are also advised that Judicial Review is an option available to us should we feel there is no alternative. Your view on this matter would also be appreciated. Please let me know if this is possible, and if so, what time would you be available? Unfortunately Paul is work tied until 1600 hrs, I appreciate that doesn't give us much wiggle room for appointments, but seeing you in person would be greatly appreciated.

Attachments to follow.

Best regards

Tony LeLievre

Conseillier Tony Le Lievre
Pret du Bois Sark
GY101SA

Chairman of Code of Conduct Panel Hazel Fry - 05 July 2024.

Dear Hazel,

It is with some regret and considerable frustration that I am writing to you again regarding the CoCP report concerning the complaint against me. On the 6/04/24 I received an email from you asking if I would be willing to attend a meeting to discuss a CoC complaint raised against me, the last line of which says: if so, please contact me to agree a suitable time for a short meeting. The tenor of this request implied to me that this was a casual meeting, convened to talk through the complaint and establish whether there might be a case to take it forward.

At no time in the email correspondence or during the meeting was I advised of my rights as a Subject Conseillier to:

1. Have the complaint detailed in writing before responding
2. Have the opportunity to reply to the complaint in writing
3. Have the option not to attend a meeting but to respond to the complaint in writing instead
4. Elect to bring an independent person to any meeting
5. Select a panel member of my choice

The original casual meeting consisted of five panel members who proceeded to grill me on various aspects of the complaint, of which I had no previous knowledge or preparation time. No other interview or correspondence opportunities were made available after the first casual meeting.

Considerable confusion has arisen because of originally being informed that there were two separate complaints and that both Subject Conseillers would be spoken to individually. Only then I discovered the report findings treated the complaints as one.

The times allowed for research into the allegations and to providing a defense was inadequate, moving from 15 calendar days to 15 working days, then increased to a further 15 calendar days. I consider the entire process of arriving at the report's findings to be flawed.

After repeated requests for more time to prepare for a proper response to the allegations and report findings being either misinterpreted or misunderstood, then summarily refused, I have taken legal advice from the Law Officers who have informed me that I have grounds for triggering a Judicial Review of the entire process of this investigation.

To this end, I have contacted the offices of Advocate Peter Ferbrache with a view to starting this process. It is my opinion that the most fair and reasonable outcome to this situation would be the establishment of a new CoC panel to re-examine the complaint with a fresh outlook whilst giving sufficient time and information to the two Subject Conseillers to gather the necessary evidence and information to properly defend their position.

I await your response, hoping that common sense will prevail and thus alleviating the need to involve lengthy legal intervention.

Regards Conseillier Tony Le Lievre

Code of Conduct Report Response

1 General Comments

1.1 To make clear:

1.1.1 The provisions of the Reform (Sark) Law s57 and s58 didn't apply to me in my capacity as Chairman as I am not a Trustee. I acted under Item 15 of the Douzaine mandate.

1.1.2 There is a tradition of the Douzaine Chairman/President signing leases "on behalf of" going back at least to the early 2000s¹. 1.1.1 I was unaware of special provisions around keeping Trustees informed about the OIH. The OIH was treated in the Douzaine as normal Douzaine-managed properties.

1.1.2 I accept this honest mistake and fault on my part. As a mitigating factor I'd add the Trustees and Douzaine are now aware and since April 2024 have improved communication and minutes.

1.1.3 A Sharepoint document with all special provisions for Douzaine-managed properties should mitigate this issue.

1.1.4 There is no obligation² to put property leases "out to tender" – Item 14 of the Douzaine mandate explicitly refers to maintenance of Island property, not letting, and explicitly excludes properties "under the Control of the Island Trustees".

1.1.5 Furthermore Item 14 confers the authority without obligation to issue tenders. If there was an obligation it would be explicit, for example with item 13's use of "ensuring that".

1.1.6 Douzaine minutes were compliant with s16.2 of the Constitution of Chief Pleas Committees. There is no further requirement as far as I can tell, not in the Code of Conduct, Reform (Sark) Law, or Douzaine mandate. Minute requirements in Rules of Procedure refer to meetings of Chief Pleas, not Committees and Sub-Committees operating under a Chief Pleas mandate.

1.1.7 "Acting in the best interests of the tax-paying public" is a line often used by the complainant, but not an actual obligation to the Douzaine or it's members, as he would've understood during his time as Chairman. The Douzaine acts for the island and it's residents, not a narrow definition of financial interest.

1.1.8 I was not involved in the obstruction of anything and resent the report's implication of anything else. I offered to share evidence with the panel to resolve their "obstruction" and mount a defence knowing the evidence used against me. This was rebuffed with a statement the Chairman³ must've known was incorrect.

1.1.9 In support of 1.1.8 I received direct information from the Douzaine Secretary that he had been asked to provide minutes and he sent them a letter to mention and explain missing minutes⁴.

1.1.10 Note that so far I have not defended items in the report. This is because the panel based their judgement on items not in the report, such as s57 and s58 Reform (Sark) Law, which I only found out about when I saw the Seneschal's Independent Witness statement⁵.

1.2 On the report's sweeping statements regarding the behaviour of the civil service and Douzaine "in general" I find the report's prejudicial and defamatory statements about the Douzaine and civil servants particularly repulsive. As a public servant and multiple term Douzainier this is the most offensive part of the report to me.

1.2.1 While actions of Chief Pleas staff and others may be relevant they are not material subjects of the complaint. It's not for the panel to denigrate, judge, or slander people who aren't subjects of the complaint.

1.2.2 The report appears deliberately ambiguous as some kind of "get out of jail free" clause for defamation, but in the process suggests things that have nothing to do with me are my responsibility, prejudicing a fair process and fair vote in Chief Pleas. 1.2 At this point I would like to turn to the report finding relevant to me.

1.2.1 This response establishes that the following statement:

The main responsibility for recording the discussion of issues arising and keeping accurate minutes clearly falls on the Chairman, Cons. Tony le Lievre;

1.2.2 Item 3.1.4 of the report references the "Constitution - Operation of Chief Pleas 2022". This means the report authors had access to and understood this document, although they didn't reference the relevant section in Item 3.1.4 of the report.

1.2.3 The responsibility for keeping minutes is defined in Item 16, as amended in Michaelmas Chief Pleas 2022. The amendment had a typo, so the mandate may read slightly differently, but the motion passed is in Michaelmas 2022.

1.2.4 As discussed earlier, Constitution Item 16.1 assigns responsibility for minutes to the CSO, not to me.

1.2.5 In searching decades of agendas, hansard, Douzaine minutes, or emails I attempted to find references to obligations around "issues arising" to no avail.

1.2.6 . There may be one, but as the Chairman told me "all the evidence used" was in Douzaine minutes and I searched the Douzaine minutes, I would be grateful if the panel could disclose their source for this specific obligation.

1.2.7 It would be quite something if the panel relied upon statements from the complainant alone, or a definition of "best practice" existing only in a panel member's head.

1.3 Putting aside the fact that report section 5's comments outside of the report remit have no place there, PW and I calculated a lease adjustment value based on the complainant's public comments, as the report doesn't specify a public loss but acts like there is one.

1.4 Adopting his suggestion of 250k lost over 20 years (on a 10 year lease) we concluded an average increase of 5% could yield 25k over a full 10 year period accounting for SE's initial 100k investment, but overheads could outpace yield for some years.

1.4.1 We also identified that the UK ONS rejected RPI as a national statistic over a decade ago⁶, and that large contributors to Guernsey RPI include mortgage payments, car payments, flights and other items unavailable on Sark.

1.5 The panel recommends suspension from the Douzaine for 3 years. The evidence supporting this response shows the panel's assessment of my obligations is flawed at best.

1.5.1 Secondly, having reviewed 15 Code of Conduct judgements throughout the Bailiwick – 5 in Sark, 3 in Alderney, 7 in Guernsey, I can say the sanction is unprecedented and disproportionate, with the report showing no regard for aggravating or mitigating factors, scale of seriousness, or other factors.

1.5.2 The measures the panel can take are outlined in sections 3.2, 3.3, 3.4 a-i and 4I. Section 4I refers to more serious substantiated matters that may require a formal reprimand, suspension or removal from office.

1.5.3 Note that section 4I does not specify suspension from a committee alone. Suspension is covered in s1.9 of the Code of Conduct. It's definition is total.

1.5.4 The panel has the ability to recommend total suspension but not partial suspension. There is no process within Chief Pleas for handling Conseillers suspended from a single committee. P&F, faced with this will have to choose between creating a new sanction or implementing something the panel didn't recommend.

1.5.5 There is much more but the panel arbitrarily changed the terms of reference in the Midsummer 2024 Chief Pleas meeting statement with less than 48 hours to the deadline.

1.5.6 As such substantial parts of this response had to be rewritten at short notice while waiting for permission to supply supporting evidence.

1.5.7 Therefore this response should be considered incomplete, but as I never received a detailed description of the complaint in the first place I'm not sure it ever could be.

¹Un-tendered leases include Beau Sejour, signed 14/04/22 by Chairman C Drillot "On behalf of Douzaine committee", Pres de la Cloche 18/10/22 by TIL "On behalf of the Douzaine Committee", A harbour "shed" let to various people from 2018 to today, and Les Laches Common let by Edric Baker "on behalf of Chief Pleas", 02/04/2002

²See supplied screenshot of mail from AD, "IMG_2771.jpg"

³Letter dated 21 June 2024 from Code of Conduct Panel Chairman Hazel Fry, "all the evidence we have used has come from the Douzaine Minutes, which, as a member of the Douzaine, you already have access to" – the report directly references items outside of Douzaine minutes, such as the content of "unminuted meetings" and civil servants "forgetting notes".

⁴Email from antony.dunks.cso@sarkgov.co.uk on July 3, 2024 9:12:10 Subject: "RE: CoC"

⁵Independent Witness Statement from Seneschal

⁶<https://www.moneymarketing.co.uk/news/rpi-no-longer-an-official-national-statistic-uksa/>

Cons.Paul Williams
Maison Lafayette, Sark
GY10 1SF

Chairman of Code of Conduct Panel Hazel Fry - 05 July 2024.

Dear Hazel,

This is my formal response to the report issued by the Code of Conduct Panel ("CoCP"). I'm disappointed that I haven't had a clear description of which parts of the complaint refer to me. I've guessed as best as I can but I'm worried about ignoring things I thought were for Tony turning out to be about me. I've spent days trying to work out which parts of this report are about me and I'm still not sure. This is why it hurt so much to see you write in your last letter, "At all times the Panel considered the separate situations of the two parties" after writing, "Yes, the two complaints were treated jointly". I have to say I'm disappointed. I expected better from you than this.

There were more documents I wanted to get to you but maybe you forgot I have a busy job as well as working on the Douzaine so I didn't have time. If you need documents I can get them for you.

Kind Regards,

Conseiller Paul Williams

Code of Conduct Report Response

1 General Comments

1.1 As far as I can tell the part of the report specific to me centres around the meeting on the 6th of the Old-Island Hall sub-committee and my responsibilities for minutes there and in the Douzaine. On the Douzaine my role and responsibilities were the same as the complainant's throughout 2022 and up to the 6th July 2023 meeting after which I resigned.

1.2 As the complainant once rightly said, "The purpose of a sub-committee is as a reporting committee only. It has no authority to make payments or to issue and approve the granting of leases to members of the public."¹ - According to the then Douzaine mandate, the Douzaine had the responsibility "2To appoint, manage and generally oversee the responsibilities of the Sark Old Island Hall Sub-Committee of the Douzaine."

1.3 The OIH Sub-committee, being a sub-committee of the Douzaine didn't have its own mandate. This meant OIH decisions were made in the Douzaine as all OIH members were Douzainiers.

1.4 In late 2022 The OIH Sub-committee was down to two. This wasn't a problem until SE approached me about the OIH.

1.4.1 We invited VB to increase numbers and cover absences as we expected more sub-committee work, but VB was a Douzainier.

1.5 I conducted an inventory of buildings with asbestos for the Douzaine in 2021³. I remember unacceptable reports of buried asbestos but we lacked powers to do anything at the time⁴. DCC had abilities that only applied to applications through DCC.

1.5.1 I remember an expensive asbestos clean-up at Clos a Jaon, and was concerned about safe disposal costs. Simon's proposal was the first considering clean-up. Everything else was storage.

1.5.2 ZB suggested a peppercorn rent as other properties had before. SE felt it was too low and suggested an increase to the current value with an RPI uplift if the lease were extended⁵.

1.6 As the OIH sub-committee didn't make decisions, quora wasn't important for the meeting. Meetings without quorum can still go ahead as no votes happened either.

1.7 Committee minute rules come under rule 16 of the Constitution of Chief Pleas Committees. These changed⁶ when the Michaelmas 2022 Chief Pleas meeting carried an amendment.

1.8 I think the 6th December sub-committee meeting was the first under rule 16. Under rule 16.1 no minutes were required but 16.2 may have applied.

1.8.1 I would've expected AD's notes to have been used as a reference for the 7th rather than OIH minutes.

1.8.2 The complainant shut down the sub-committees in 2023.

1.8.3 Rule 16 makes it clear that minutes were the civil servants' responsibility at the meeting. We're often reminded in Chief Pleas to trust our civil service thanks to some less trusting Conseillers.

1.8.4 If AD said he forgot to produce minutes, he could've forgotten he didn't need to produce them at the time. If he didn't say it that sounds like hearsay.

1.8.5 It would've been disrespectful for Conseillers to stand up at the end of every meeting to remind the civil servants "of the requirements for keeping a proper record of discussions and Minutes", just as I find the panel's wording disrespectful.

1.8.6 With respect the panel doesn't know my mind. I hope this response has shown how aware I am of my obligations. I'm not perfect but I do my best.

1.9 Some time long ago the Douzaine agreed the Chief Secretary should attend meetings when available. The Douzaine secretary came as this was a meeting of a sub-committee of the Douzaine.

1.10 I reject point 3.1.3 that the meeting "agreed the terms of the Lease with the Lessee".

1.10.1 Terms would've been discussed with SE as he wouldn't have attended the Douzaine meeting the next day. Bringing a lessee to a Douzaine meeting to collectively negotiate a lease would've been unusual and chaotic at best.

1.10.2 Having 3 Douzainiers at the OIH meeting meant 3 in the Douzaine able to answer questions about the OIH meeting.

1.10.3 Any decision was still solely the Douzaine's. The Douzaine could've said no to presented terms and given the Chairman an action to go back to the lessee with alternatives.

1.10.4 The complainant stopped attending Douzaine meetings from June 2022 until Feb 2023. In May 2023, the complainant explained their absence as being due to not being able to record Douzaine meeting audio⁷ for their own exclusive use and referenced the TLL's prior code of conduct complaint against him⁸ as the justification. The decision to deny him this wasn't mine to make. I wasn't aware of why he stopped attending until his email in May 2023.

1.10.5 Had he chosen to participate in meetings he would've had every opportunity to influence the outcome. Minutes are not meant to be a substitute for attendance over a 7 month period.

1.11 We had the Douzaine meeting the next day, and the minutes were written up and distributed in accordance with rule 16.

1.11.1 I'm unaware of any communication around standards for minutes or any obligations as to required content in minutes. A minimum standard for minutes with some guidance and training would be very welcome and probably good governance.

1.12 That was the end of my involvement as OIH Chairman relevant to the complaint. From then on this was a Douzaine matter where I had the same rights and responsibilities as other Douzainiers including the complainant until resigning after the 6th July meeting.

1.13 I wasn't involved in the drafting nor did I sign the lease. While the Chief secretary and Douzaine secretary may not have always provided correct information I believe they acted to the best of their abilities with what they had.

1.14 On the 12th of May there was e-mail discussion around SE's decision not to pay sewerage charges.

1.14.1 OIH Had no functioning toilets when the lease was signed. OIH Customers used the public toilets nearby.

1.14.2 There are 4 sets of public toilets on island, 3 within walking distance of food and drink outlets, most notably Fleur du Jardin. There was no policy in place to charge for public toilet use and it would've needed to be considered viable before implementation.⁹

1.14.3 Adding that to the lease would've meant putting toilets in the lease and depriving the area of public toilets, or SE having to pay for maintenance and cleaning of an asset he had no control over.

1.14.4 In hindsight we could've handled the sewerage question better, but the loads in May 2023 were £18.37 each¹⁰. The amount in question wasn't that high. I left the Douzaine before this was all resolved, but I noticed SE installed his own toilets in the OIH.

1.15 On the 15th June 2023, DM contacted Guernsey Law officer Jon McLellan to seek advice around the lease¹¹.

1.15.1 There was a back and forth to clarify but DM provided a summary without supporting attachments, not that she should've been expected to. The LO may have misinterpreted the request, responding around *whether trustees or those acting on their behalf* could sign the lease without special Chief Pleas approval.

⁷Email sent from frank.makepeace@sarkgov.co.uk on 16 May 2023 10:37, Subject: Re: OIH sewage

⁸Item 8, Appendix I, Christmas 2022 Chief Pleas Agenda

⁹Email sent from tony.lielievre@sarkgov.co.uk on 16 May 2023 06:51, Subject: OIH sewage

¹⁰Email sent from Douzaine247@sarkgov.co.uk on 11 May 2023 14:40, Subject: RE: OIH sewage

¹¹Email sent from diannemarshall@sarkgov.co.uk on 15 June 2023 08:04, Subject: Code of Conduct???

¹Email sent by frank.makepeace@sarkgov.co.uk on 27 June 2023 06:54, subject "OIH lease"

²Email sent by frank.makepeace@sarkgov.co.uk on 20 May 2023 19:15, subject "Re: OIH under-basin water heaters"

³Douzaine minutes, 6th May 2021 – I did it but no longer have it.

⁴Douzaine minutes, 15th April 2021: "For information, the only control presently in place covering the removal and disposal of asbestos comes via The Development Control (Sark) Ordinance, 1992, section 6(1)(c)(iii) which permits the Committee to attach '...such other conditions as the Committee may consider necessary or expedient.' While the Development Control Committee is using this power to require the removal and disposal of asbestos in a safe manner be a condition of any permission it gives, it only applies when an application is made to it."

⁵PROPOSAL; "THE OLD HALL, La Chasse Marette, Sark"

⁶Michaelmas 2022 Chief Pleas Item 14 "16.1 Any Committee meeting (where there are enough members to be quorate) should be attended by a CSO and minuted fully."

1.16 On the 16th June 2023, the law officer responded¹² with his advice based solely on the information DM provided.

1.16.1 He pointed out that under section 57(1)(c) of the Reform (Sark) Law the Trustees would have power to grant a lease only if authorised to do so by Chief Pleas, and that unless Chief Pleas authorised the Trustees neither the Trustees, nor anyone acting on their behalf had authority to grant a lease.

1.16.2 He also said that under s57(2) that the trustees couldn't delegate their powers. This is true but Mandate s15 is separate.

1.16.3 He said that if there was no specific resolution of Chief Pleas in this respect the lease was void and so of no effect.

1.16.4 The Law Officer's advice was incorrect, as his advice failed to account for the section 15 of the Douzaine mandate going back to Midsummer 2009 I think.¹³

1.17 My last Douzaine meeting was on the 6th July 2023. Matters relating to the OIH lease were moved to the end of the agenda and I left before the discussion started¹⁴. I resigned shortly afterwards.

1.18 The complainant was elected chairman at the next meeting, from which point he was responsible for the lease and OIH.

1.19 The Douzaine minutes of 14th March 2024 list the Trustees present, and the OIH lease validity was discussed in depth.

1.19.1 The chairman was removed from the Douzaine by Chief Pleas on 8th April 2024. TLL and I joined but only as Douzainiers.

1.19.2 I didn't participate in matters relating to the OIH beyond answering questions and recusing myself for obvious reasons.

1.20 We learned that despite being Chairman for the best part of 9 months no progress was made. This isn't unusual in the Douzaine as disputes often take time to resolve.

1.21 The 2nd May Douzaine minutes provide specific law officer advice under "4.3 – OIH LEASE" – Failure to have regard to the advice of a Law Officer is a CoC breach. The Douzaine had to follow it as they didn't know it was based on incomplete information.

1.22 On the 3rd of May, the Speaker asked the Douzaine to make the request to register the lease on the 8th. Emails were sent around the Douzaine to see who would go. I recused myself.

1.23 On 6th May the Seigneur asked the Douzaine Sec for mandates for Douzaine and OIH Sub committee as of Jan 2023. He chased again on the 8th.

1.24 A hearing took place on the 8th, where the Douzaine planned to object to the registration on the basis of LO advice. The Seigneur pointed out the advice was incorrect and explained why.

1.24.1 I wasn't involved so I don't know what happened but the Seigneur emailed the Douzaine Sec¹⁵ on the 8th with his views.

1.25 On 24th May 2024 The lease was registered in court, properly signed and witnessed. I can't take credit as I largely recused myself. I tried to be helpful and I hope the panel recognizes that.

1.26 After the 24th May 2024¹⁶ registration the Seigneur forwarded the discussion thread he sent to the Douzaine Sec to Cons. Bateson. This was the first time he'd seen the thread from the 8th. It was sent around the Douzaine the next day.

1.27 The trustees and Douzaine consider the OIH lease matter resolved. My part in all of this is small. I introduced SE to TLL. I didn't write the lease and didn't make decisions in the OIH sub-committee. There were no minutes to keep as the sub-committee reports to Douzaine, where anything important is minuted.

1.27.1 I've tried my best to understand what I'm supposed to have done wrong from the report but if I've fallen short I can only apologise.

1.28 On the part of the panel's finding I believe relates to me: *however, from his long experience as a Douzainier and having served on other committees of Chief Pleas, Cons. Paul Williams should have also been aware of the requirements for keeping a proper record of discussions and Minutes.*

I've said how I feel about this and won't repeat it, but the references to minutes show they're sufficient. I think the panel may be unaware of the Michaelmas 2022 changes to rule 16. These came into effect

after some members' service. I think the panel might've been misled around the structure and operations of sub-committees.

1.28.1 If there are other relevant obligations around record keeping and minutes listed in the Reform Law, Constitution of Chief Pleas Committees and Conseiller's Code of Conduct, then the statement is correct insofar as I'm unaware of it and would welcome training.

1.28.2 If there aren't additional relevant obligations around record keeping and minutes in those or other documents then I would appreciate clarity from the panel as to why they said otherwise.

1.29 It's hard to respond without being aware of my transgressions. Forgive me but this breaches section 2.2 of the Code of Conduct process and the panel made other serious mistakes.

1.30 On matters relating to sections 57 and 58 of The Reform (Sark) Law, 2008 I have this to say:

1.30.1 If there is a complaint against me based on the reform law I would be grateful if the panel informed me. I asked the chairman for details of the complaint at the start but haven't received any.

1.30.2 I would also be grateful if the panel would use the report to mention these matters, instead of relying on the Seneschal to explain on her review document.

1.30.3 Sections 57 and 58 grant Trustees the powers to lease properties. As I'm not a trustee, didn't sign a lease, the sub-committee made no decisions and I had no special position on the Douzaine I don't see what would apply to me that wouldn't apply to all other Douzainiers.

1.30.4 Chief Pleas lacks collective responsibility. Each Conseiller is separate. I can't be responsible for someone else's mistake.

1.31 The report mentions that collectively TLL and I "further failed to act in the best financial interests of the tax-paying public". Given my responsibilities I tried to find my failures. It's not clear in the report what would apply to me but not to other Douzainiers at the time. TLL and I tried to unwind this, but all we found was:

1.31.1 The Old Island Hall lease helped two local residents build a new business.

1.31.2 This business pays the wages of other members of the tax-paying public they employ, and the owners pay their own taxes.

1.31.3 The business trades with other local businesses, paying for goods and services, including mine. I treaded carefully when it came to decisions around the OIH to avoid participating in decisions that would benefit me personally. Although to the best of my knowledge this option isn't ticked on the complaint form.

1.31.4 The business pays for permits and licences, and presumably generates revenue for the island via impot.

1.31.5 An unsafe building at risk of collapse with substantial volumes of hazardous materials in a high traffic area was renovated to a high standard at no cost to the "tax-paying public"

1.31.6 The report doesn't list figures but the complainant likes to throw interesting numbers around online. For example¹⁷:

The £150k loss in revenue to Sark is as follows

Allowing for a very low rent to the tenant of £12500 a year would bring in £250k over the 20 year lease period.

Allowing the tenant to recover his investment of £100k would leave the island with £150k in revenue.

The tenant would still be left with the profits from the business and the open market rental income from the flat of circa £200 k or more

This looks good at first but the lease is 10 years, not 20.

1.31.7 £125k over 10 years at £12.5k/yr, minus the £100k investment leaves £25k over 10 years or 2.5k/yr in rent, which could've been negotiated but at the time we cared more about restoring a dangerous building at no cost to the tax-paying public.

1.31.8 When the complainant refers to "the flat", there was no apartment when the lease was discussed. The building was an empty shell¹⁸.

1.31.9 I'm not aware of a threshold where it's no longer worth bothering arguing, but the value of the safe asbestos removal alone will be way more than the extra 12.5k over the lease lifetime by doubling the rent.

¹²Email sent from jon.mclellan@gov.gg on 16 June 2023 15:25 Subject: "RE: Code of Conduct???? [LOC-WORK.FID3049]",

¹³Douzaine mandate "15. To be responsible for letting, appointing tenants, fixing rents and terms on property surplus to the requirements of the Douzaine."

¹⁴Douzaine Minutes 6th July 2023

¹⁵Email sent from seigneur@sarkgov.co.uk on 8 May 2024 12:21, Subject: "RE: Committee Mandates"

¹⁶Email sent from seigneur@sarkgov.co.uk on 24th May 2024, 15:50, Subject: "FW: Committee Mandates"

¹⁷<https://guernseypress.com/news/2024/04/08/no-confidence-vote-as-sark-douzaine-down-to-one/#comment-6431298093>

¹⁸See supplied photos folder ('oih-photos')