



## OFFICE OF THE CONTRACTOR GENERAL

### Special Report of Investigation

### Conducted Into Allegations of Conflict of Interest, Irregularity and/or Impropriety in relation to the Construction of Buildings by Mr. Ian Hayles, Member of Parliament for Western Hanover without Approval from the Hanover Parish Council.

### The Ministry of Local Government & Community Development Hanover Parish Council

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#### TABLE OF CONTENTS

<b>INTRODUCTION</b> .....	2
<b>JURISDICTION</b> .....	8
<b>TERMS OF REFERENCE</b> .....	10
<b>METHODOLOGY</b> .....	12
<b>FINDINGS OF FACTS</b> .....	14
<b>DISCUSSION OF FINDINGS</b> .....	30
<b>The Procedure for obtaining Planning/Building Approval in Hanover</b> .....	30
The Procedures for Obtaining an ‘As Built Permit’ .....	41
The Process/Procedure for the Issuance of a Permit for the Sub-Division of Land .....	47
<b>Applications for Planning and Building Permits Submitted by ‘Just One Services’</b> .....	53
<b>Resort-Cousins Cove, Green Island, Hanover</b> .....	84
Allegations of Fraud .....	118
Implications Arising from the Failure to Secure a Permit to Build.....	138
The Service of Notices by the Hanover Parish Council.....	148
<b>The Extent of Mr. Ian Hayles’ Knowledge and Participation in the Planning     and Building Process</b> .....	161
<b>The Nexus between Mr. Ian Hayles and the Developers /Owners of ‘Just One Plaza’     in Orange Bay and the ‘Resort’ in Cousins Cove, Hanover</b> .....	172
<b>Haughton Court, Lucea, Hanover</b> .....	176
<b>Application for Approval to Construct a Petroleum Filling Station</b> .....	178
<b>Allegations of Misappropriation of CDF Funds by Mr. Ian Hayles</b> .....	181
<b>Additional Allegations</b> .....	185
<b>CONCLUSIONS</b> .....	198
<b>REFERRALS</b> .....	209
<b>RECOMMENDATIONS</b> .....	212
<b>APPENDICES</b> .....	215



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### **The Ministry of Local Government & Community Development Hanover Parish Council**

#### **INTRODUCTION**

The Office of the Contractor General (OCG), pursuant to Sections 4, and 15 of the Contractor General Act (CG Act), on April 24, 2015, commenced an Investigation into the alleged construction of several buildings without the approval of the Hanover Parish Council<sup>1</sup> by Mr. Ian Hayles, Member of Parliament (MP) for Hanover Western, and former Minister of State in the Ministry of Water, Land, Environment & Climate Change.

The OCG's decision to undertake an Investigation into the matter was further prompted by an anonymous allegation which was received in the form of a typewritten note along with accompanying attachments on April 16, 2014. It was alleged that family members of Mr. Ian Hayles, namely "...his wife...*Charlotte Alexander, his wife daughter Keisha Gayle Alexander and his mother ...Pauline Gray*" operate the company '*Just One Service*', which undertook the development of a Plaza, in Orange Bay, Hanover without approval.

The attachments purported to substantiate the allegations which were levelled against Mr. Ian Hayles and members of his family. The typewritten note alleged acts of irregularity, impropriety, fraud and nepotism on the part of Mr. Hayles and/or his agents in the conduct of certain transactions. The note stated, *inter alia*, as follows:

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<sup>1</sup> The Hanover Parish Council has since been renamed the Hanover Municipal Corporation.



**“The Member of Parliament for Western Hanover Ian Hayles have been constructing several Buildings without the approval given from the Hanover Parish Council. Those are done in his wife name Charlotte Alexander, his wife daughter Keisha Gayle Alexander and his mother name Pauline Gray, all four person operates a company by the name Just One Service which they was given a stop order from the Hanover Parish Council which they ignored and continue to build with improper documents and no prove of ownership for the land that they are building on”<sup>2</sup>**

The allegation further stated that:

*“The MP Ian Hayles also own a large number of houses at the Orange Bay Country Club in Hanover. Which purchase in is [sic] his mother name Pauline Gray, wife Charlotte Alexander, step daughter Keisha Gayle Alexander. **Ian Hayles and his families mentioned has constructed a plaza at Orange Bay Square in Hanover with document submitted to the Hanover Parish Council for another place which is Mount Pleasant in Santoy see document with Volume number 18 Folio number42 completely different place from Surveyor***

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<sup>2</sup> Anonymous allegation received by the OCG on April 16, 2016.



**identification report see attached documents. This is consider [sic] to be misleading and fraud.”<sup>3</sup>**

It was also alleged that:

*An estimate of 16 boats on the Norman Manley Blvd Negril beach a container pack with jet skies and other containers load with stuff belonging to the MP and his company.*

*The people of western Hanover need answers as the MP has also purchase some vehicles in his close friend name Marvel Sewell.*

*The MP Constituency Development Funds is not spending in the constituency as he have these person Daren Barnes, Sherridon Samuels, Barbara Rubie, Dellis Jackson, Roy Clarke, Marvell Sewell, Olando knibb and Monette Hendricks. Collecting the money from the CDF office in Montego Bay and take back the money to the mp.*

*The peoples of western Hanover need the Member of Parliament to answer to this unfair treatment as the mp is looking out for his friends and families and not doing anything for Western Hanover.*

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<sup>3</sup> Anonymous allegation received by the OCG on April 16, 2016.



**His CDF fund and other funds must be investigated as it is use to do his own businesses.**

*Most of those checks are change at a cambio at Gold Nugget Financial Service Coral Seas Plaza in Negril and RBTT Bank in Montego Bay and RBTT Bank in Savanna la mar in Westmoreland.”<sup>4</sup> (OCG Emphasis)*

In addition to the typewritten note, the OCG received email correspondence dated September 1, 2014, from a concerned citizen advising of the acquisition of a parcel of GoJ land by Mr. Hayles and/or his agents. The email stated, *inter alia*, as follows:

*“Subject: volum1346 folio 774*

*The parcel of land at caption is located at Haughton court Lucea better known as lorenton avenue. It is owned by commissioner of lands [sic]. It formerly housed the resident magistrate for Hanover [sic]. it was destroyed futile Gilbert in 1988.*

**... I also understand that the property was sold to MPHales [sic] Ian Hales or his agent.”<sup>5</sup>**

Additionally, the OCG, whilst undertaking the Investigation of this matter received additional allegations which were as follows:

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<sup>4</sup> Type written note and attachments received by the OCG.

<sup>5</sup> Email dated September 1, 2014 at 6.01 PM, from a concerned citizen to the OCG.



1. Miss Shernet Haughton, former Mayor of Lucea, alleged that “...sometime between January or February of 2014... The Member of Parliament for Western Hanover, Mr. Ian Hayles called me on the office phone at my office at the Hanover Parish Council and said he had some documents at the Hanover Parish Council and he wanted me to grant him a favour. He asked me to sign and stamp the documents. I asked what documents they were and he informed that they were the documents for his land and Plaza in Hanover.”<sup>6</sup>
  
2. Mr. Michael Grant, the spouse of Miss Shernet Haughton, alleged that on or about January 2014, Mr. Hayles had telephoned him and stated that he requested that Miss Haughton sign certain documents, which she refused to sign, and that “...she cannot stay there as a Mayor because she not working with me.”<sup>7</sup>
  
3. Mr. Ian Hayles alleged that Mrs. Judy McKenzie-Lawrence, the former Secretary Manager, HPC, promised to grant any request for approval made by Mr. Hayles, on the premise that he arranges for her to be transferred from the HPC to a Council “closer to home”.<sup>8</sup>
  
4. Mrs. Charlotte Alexander alleged that sometime in June of 2013, Mrs. Judy McKenzie-Lawrence advised her, by way of a telephone conversation that the building applications for Cousins Cove were approved and “...she just needed to sign off on the paperwork”.<sup>9</sup>
  
5. Mrs. Judy McKenzie-Lawrence alleged that, subsequent to serving the Stop Notice on Cousins Cove, Mr. Ian Hayles called her on her office telephone and stated that she was targeting him.<sup>10</sup>

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<sup>6</sup> Witness Statement of Miss Shernet Haughton, dated April 15, 2015. Paragraph 9.

<sup>7</sup> Witness Statement of Miss Shernet Haughton, dated April 15, 2015. Paragraphs 4-5.

<sup>8</sup> Transcript of Hearing for Mr. Ian Hayles dated April 20, 2015. Page 13

<sup>9</sup> Affidavit of Charlotte Alexander dated May 13, 2015. Paragraph 14-15.

<sup>10</sup> Transcript of Hearing for Mrs. Judy McKenzie- Lawrence dated April 30, 2015. Page 25- 26



The OCG, having reviewed this information, assessed its jurisdiction and extended its probe to ascertain the veracity of the allegations which were received and which fell within its remit. The allegations which fell outside of the scope of the OCG's jurisdiction have been referred to the relevant agencies.



## JURISDICTION

The jurisdiction of the Contractor General to enquire into the circumstances surrounding the matter at caption is grounded in the following sections of the Contractor General Act (CG Act).

Section 15 (1) provides that:

*“Subject to subsection (2), a Contractor-General, may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters-*

- (a) the registration of contractors;*
- (b) tender procedures relating to contracts awarded by public bodies;*
- (c) the award of any government contract;*
- (d) the implementation of the terms of any government contract;*
- (e) the circumstances of the grant, issue, use, suspension or revocation of any prescribed license;*
- (f) the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licenses.”*

Section 16 of the Act expressly provides that,

*“An investigation pursuant to section 15 may be undertaken by a Contractor-General on his own initiative or as a result of representations made to him, if in his opinion such investigation is warranted.”*



Section 2 of the Act provides the following interpretation:

*"government contract" includes any licence, permit or other concession or authority issued by a public body or agreement entered into by a public body for the carrying out of building or other works or for the supply of any goods or services;*

*"prescribed licence" means any licence, certificate, quota, permit or warrant issued or granted pursuant to any enactment by a public body or an officer thereof;*

*"public body" means –*

- (a) Ministry, department or agency of government;*
- (b) a statutory body or authority;*
- (c) any company registered under the Companies Act, being a company in which the Government or an agency of Government, whether by the holding of shares or by other financial input, is in a position to influence the policy of the company."*

The planning and building permits which forms part of the HPC's approval processes are prescribed licences which fall within the remit of the OCG in accordance with Section 2 of the Act.



## **TERMS OF REFERENCE**

The OCG, in conducting its Investigation into the circumstances surrounding the matter at caption sought primarily to determine, *inter alia*, the following:

1. The process which was undertaken in the construction of 'Just One Plaza' in Orange Bay and the 'Resort' in Cousins Cove by Mr. Ian Hayles, or any other person, in the parish Hanover.
2. Whether there were any acts of impropriety and/or irregularity on the part of Mr. Ian Hayles, or any other person or public body, in respect of the construction of certain buildings in the parish of Hanover.
3. The premised role, if any, that was undertaken by the Mr. Ian Hayles, in the acquisition/possession of the following lands located at:
  - i. Mount Pleasant, Hanover;
  - ii. Cousins Cove, Hanover; and
  - iii. Haughton Court Lucea, Hanover.
4. The legal owner (s) of the referenced parcels of land, and to ascertain the veracity of the allegation that same are held, for and on behalf of Mr. Hayles, by members of his immediate family.
5. The legality of the occupation/possession of the referenced parcels of lands by Mr. Ian Hayles, members of his family or any other person.
6. Whether there was any breach of the Parish Councils Building Act-By Laws, The Town and Country Planning Act, The Forgery Act, the Contractor General Act (CGA) and the Public Bodies Management and Accountability Act in the acquisition /possession/development of the referenced parcels of Land and/or the



construction of buildings, by Mr. Ian Hayles or members of his family or any other person.

7. Whether any of the parties involved in the process engaged in any acts of nepotism, irregularity and/or impropriety in the processes relating to the possession/acquisition of the referenced lands.
8. Whether there was any conflict of interest on the part of Mr. Ian Hayles in respect of the acquisition /possession of the referenced parcels of land and/or the construction of buildings.
9. The veracity of the allegations concerning the utilization of CDF Funds by Mr. Ian Hayles.



## **METHODOLOGY**

The OCG, in the conduct of its Investigation issued requisitions and conducted hearings with the following Public Officials/Officers and other persons concerned; who were required to provide written and/or oral responses:

Requisitions were dispatched to the following persons:

- a) Mrs. Judy McKenzie-Lawrence, the former Secretary Manager, Hanover Parish Council;
- b) Mr. David Gardener, Secretary Manager, Hanover Parish Council;
- c) Mr. Noel Murray, Building officer, HPC;
- d) Mrs. Sophia Kerr-Reid, Director of Planning, HPC;
- e) Mr. Peter Knight, Chief Executive Officer, National Environment & Planning (NEPA);
- f) Mrs. Deirdre English-Gosse, Chief Executive Officer , Registrar General's Department;
- g) Mrs. Elizabeth Stair, Commissioner of Lands, National Land Agency (NLA);
- h) Miss Judith Ramlogan, Chief Executive Officer, Companies Office of Jamaica;
- i) Mrs. Carol Hughes, Principal Executive Officer, Court Management System;
- j) Mrs. Fernell Daley, Legal Officer, Registrar General's Department;
- k) Mrs. Lois Edwards-Bourne, Director, Corporate Legal Service, National Land Agency;
- l) Mr. Alexander Mann, Superintendent of Roads and Works, HPC;
- m) Miss Cheriese Walcott, Registrar of Titles, NLA;
- n) Mr. Cliff Reynolds, Chairman, Negril and Green Island Area Planning Authority, Westmoreland; and



o) Mr. Errol Mowatt, Commissioner, Jamaica Fire Brigade.

Follow-up requisitions were also sent to selected individuals mentioned above.

The OCG conducted hearings pursuant to Section 18 of the Contractor General Act (CGA) with the following persons:

1. Mr. Ian Hayles;
2. Mrs. Charlotte Alexander-Hayles;
3. Mr. Stephen Gabbadon;
4. Dr. Kesha Gaye Alexander-Gabbadon;
5. Mr. Alexander Mann, Superintendent of Roads and Works, Hanover Parish Council (HPC);
6. Miss Shernet Haughton, Councilor and former Mayor of the HPC of the Green Island Division, Hanover;
7. Mr. Sheridan Samuels, then Constituency Development Fund (CDF) Consultant to Mr. Ian Hayles and the Mayor Elect of the Lucea Parish Council;
8. Mr. Cliff Reynolds, Chairman, Green Island Planning Authority, Westmoreland;
9. Mrs. Judy McKenzie-Lawrence, former Secretary Manager, HPC;
10. Mrs. Sophia Kerr-Reid, Director of Planning, HPC;
11. Mr. Xavier Munroe, former Deputy Superintendent of Roads and Works, HPC;
12. Mr. Zelman Thompson, Enforcement Officer, HPC;
13. Mr. Andrew Bromfield, Commissioned Land Surveyor;
14. Miss Renee Cooke, Building Officer, HPC;
15. Miss Shelly Ann Nelson, Attorney-at-Law;
16. Mr. Kenmore Rattary, Draughtsman; and
17. Mr. Noel Murray, Building Officer, HPC.

Further, the OCG conducted a detailed review and cross-referencing of the statements and supporting documents which were submitted by the referenced public officials/officers and other persons concerned.



## **FINDINGS OF FACTS**

1. The Hanover Parish Council (HPC) and the Negril Green Island Area Local Planning Authority (NGALPA) are the two (2) authorised entities in the parish of Hanover with jurisdiction to grant approvals for the development of lands.
2. The Town and Country Planning (Negril and Green Island Area) Provisional Development Order 1984 and 2013 empowers the NGALPA to receive applications within designated planning areas, namely, Hanover and Westmoreland. The Authority processes the referenced applications, dispatches copies to the HPC; and thereafter decides whether the Authority takes objection to the proposed development.
3. The NGALPA is authorised to approve plans for residential single family homes, but, in the case of commercial or hotel developments, the authority may only make recommendations for approval to the Council.
4. The development applications which are processed by the HPC fall in, *inter alia*, the following categories:
  - i. Residential: Single-Family, Multi-Family, Townhouse, Row House, Apartments, Duplex, amongst others;
  - ii. Commercial: Shopping Area/Plaza, Restaurant, Markets, Office, Retail/Distribution, Barber Shops, Service Stations, amongst others;
  - iii. Resort: Guest House, Hotel, Boarding House, Motel, Residential Club, Resort Cottage, Villa(s), amongst others.
5. The HPC issues planning and building permits pursuant to the Parish Council's Building Act (The Parish Council Building Hanover) By-Laws 1952, and in so doing, is guided by the Town and Country Planning Authority (Hanover Coast) Provisional Development Order, 1952.
6. The '*local referral commenting agencies*' to which the HPC refers planning and building applications are, *inter alia*, as follows:



- i. National Works Agency (NWA);
- ii. National Environment Planning Agency (NEPA);
- iii. Natural Resource Conservation Authority (NRCA);
- iv. NGALPA;
- v. Ministry of Health, Environmental Health Unit (MOH/EHU); and
- vi. The Jamaica Fire Brigade.

The aforementioned entities customarily return a stamped copy of the application indicating the agencies' position.

7. Subsequent to the Council receiving the responses from the aforementioned agencies, on the premise that there are no objections, the procedure, thereafter, is as follows:
  - i. The application is approved by the HPC Planning Committee;
  - ii. A Resolution is then taken to the HPC's Council Meeting for ratification;
  - iii. The HPC's seal is affixed to the plans;
  - iv. The plans are thereafter signed by the Chairman and the Secretary Manager of the Parish Council;
  - v. A Resolution with the requisite conditions is then sent to the applicant.
8. The HPC is authorised by Section 15 (1) of the Town and Country Planning Act to issue "As Built Permits" or "Retention" to an Applicant who has undertaken the development of lands prior to the approval of the HPC.
9. "Just One Services" was incorporated by the Registrar of Companies on October 24, 2011, with its core business being "Property Rental, Gas Station, Hotel and Tourism Services". The Directors of the referenced company are 'KeshiaGaye Alexander', 'Pauline Gray' and 'Stephen Gabbadon'.
10. 'Just One Services' developed the 'Just One Plaza' in Orange Bay, Hanover, whilst Mrs. Charollette Alexander-Hayles undertook the development of the 'Resort' in Cousins Cove, Hanover.



11. Mrs. Charlotte Alexander-Hayles identified, negotiated and financed the purchase of a parcel of land in Orange Bay, Hanover, as a gift to her daughter, Dr. Kesha Gaye Alexander-Gabbadon.
12. Mrs. Charlotte Alexander-Hayles caused her daughter, Dr. Kesha Gaye Alexander-Gabbadon, her son-in-law Mr. Stephen Gabbadon and Mrs. Pauline Gray, her mother-in-law, to set up the company 'Just One Services' to develop the lands which were purchased in Orange Bay, Hanover.
13. Mrs. Charlotte Alexander-Hayles is the wife of Mr. Ian Hayles, Member of Parliament for Hanover Western, and the former State Minister in the Ministry of Water, Land, Environment and Climate Change. Dr. Kesha Gaye Alexander-Gabbadon is the daughter of Mrs. Alexander-Hayles, who is married to Mr. Stephen Gabbadon. Mrs. Pauline Gray is the mother of Mr. Ian Hayles.  
  
*'Pauline Brown' and 'Pauline Gray' are one and the same person.*
14. Mr. Ian Hayles has no legal interest in the company 'Just One Services'.
15. '*Just One Services*' submitted the following applications for building and planning permission to the HPC:



**Table 1**

Applications for building and planning permission submitted to the HPC and the NGALPA with respect to the Plaza in Orange Bay, the Resort in Cousins Cove, and the Petroleum Filling Station in Orange Bay, Hanover, for the period of November 9, 2011 to June 2, 2014.

<b>Developments</b>	<b>Locations</b>	<b>Applicant</b>	<b>Date of Submission</b>
PLAZA (Just One Plaza)	Orange Bay, Hanover	<ul style="list-style-type: none"> <li>Just One Services/ Dr. Kesha Gaye Alexander</li> <li>Just One Services c/o Dr. 'Kesha Gayle Alexander'.</li> <li>Just One Services</li> </ul>	<ul style="list-style-type: none"> <li>Application submitted to the NGALPA on November 9, 2011, by 'C. Miller' for 'Kesha-Gaye Alexander', for "Proposed supermarket and nine commercial shops."</li> <li>Application submitted to the HPC on November 21, 2011, by 'C. Miller'<sup>11</sup> for Applicant, for "9 shops and suppermarket [sic]"</li> <li>Application for 'Extension and Retention of Development' submitted to the HPC on May 24, 2013, by 'Sheridan Samuels'.</li> </ul>
RESORT	<p>Lot twenty-three (23), Cousins Cove, Hanover.</p> <p>Lots twenty-three (23), twenty-four (24) and twenty-five(25) Cousins Cove, Hanover (<b>Volume 1160 Folio 761</b>)</p>	<ul style="list-style-type: none"> <li>'Ms. Charlotte Alexander'</li> <li>'Ms. Charlotte Alexander'</li> <li>'Mrs. Charlotte Alexander-Hayles' and 'Pauline Gray'</li> </ul>	<ul style="list-style-type: none"> <li>Application submitted on December 5, 2012, by 'Charlotte Alexander' for 'residential development...dwelling situated at Lot # 23 Cousins Cove Hanover'</li> <li>Application submitted on March 26, 2014, for 'Residential...Building' for lot 24 Cousins Cove, by 'K. Rattary'<sup>12</sup> for 'C. Alexander'.</li> <li>Application submitted to the HPC on May 19, 2014, for "Development at lot 23, 24, and 25 (Resort)", by 'Kesmore Rattary' for 'C. Alexander'.</li> </ul>
PETROLEUM FILLING STATION	Orange Bay District, Santoy, Hanover	Dr. Kesha Gaye Alexander	•Application submitted to the HPC by 'KESHAGAYE ALEXANDER' on June 2, 2014, "for Petroleum Filling Station"

<sup>11</sup> Mrs. Charlotte Alexander-Hayles was unable to provide details with respect to the identity and whereabouts of 'C. Miller'.

<sup>12</sup> Mr. K. Rattary's identity and his connection with the application process are discussed further in this Report.



## JUST ONE PLAZA

16. 'Just One Plaza' was **not** built on lands owned by the government.<sup>13</sup>
17. The land on which 'Just One Plaza' was built is registered at Volume 1495 Folio 141 of the Registered Book of Titles.
18. In 2014, the Commissioner of Lands posited that the legal title of the parcel of land on which 'Just One Plaza' was vested in the Commissioner of Lands.
- The Commissioner of Lands, however, concluded by survey conducted on June 2 and 9, 2016, that the land registered at Volume 1008 Folio 184 **"...in the name of the Commissioner of Lands... are fully engulfed in the carriageway and reservations of the main road"**. The Commissioner of Lands, thereby, confirmed that the 'Just One Plaza' was **not** constructed on lands owned by the Government of Jamaica.
19. The parcel of land on which 'Just One Plaza' is located was purchased by Mrs. Charlotte Alexander-Hayles in the names of Dr. Kesha Gaye Alexander-Gabbadon and Mrs. Pauline Gray from vendors Alfred G. Graham and Peter Wellesley Taylor. The referenced parcel of land was purchased in the amount of \$7,700,000.00 on March 30, 2012.
20. As at the date of this report, the legal title for the parcel of land on which 'Just One Plaza' is located was not transferred to Dr. Kesha Gaye Alexander-Gabbadon and Mrs. Pauline Gray. The process for the transfer was incomplete given, *inter alia*, the following:

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<sup>13</sup> A detailed description of the location of the parcel of land on which the 'Just One Plaza' is built is represented on pages 70 - 71 of this Report.



- a. The property was assessed at a value of \$78,000,000.00, but was sold for \$7,700,000.00. Consequently, the purchaser was required to pay the increased transfer tax. The outstanding amounts were subsequently paid and the Application was submitted on or about April 29, 2015, for the completion of the transaction.
  - b. Mrs. Charlotte Alexander- Hayles nominated to transfer the Certificate of Title upon the completion of the sale of the '*Just One Plaza*' to a '*new purchaser*'. In effect, the Certificate of Title would not reflect that '*Dr. Kesha Gaye Alexander*' and '*Mrs. Pauline Gray*' were the legal owners of the property at any given time.
  - c. Upon an application by the Contractor General, a "...*Registrar's Caveat No. 2008539* [was] *lodged against Volume 1495 Folio 141 and Volume 1160 Folio 761 on June 17, 2016...*", for the '*Just One Plaza*' in Orange Bay and the '*Resort*' in Cousins Cove, respectively, in order to preserve the 'status quo of the mentioned lands.
21. The legal title of the parcel of land on which '*Just One Plaza*'<sup>14</sup> is located was transferred to '*Peter Wellesley Taylor*' and '*Alfred G. Graham*', on November 16, 2015. '*Peter Wellesley Taylor*' and '*Alfred G. Graham*' are the executors for the estate of '*Zada Taylor*' and as such, are the vendors of the subject property.
22. '*Just One Plaza*' was constructed in the **absence** of a planning and building permit by the HPC, contrary to Section 3 of the Parish Council Act and By-Laws 1952.
23. In respect of the '*local referral commenting agencies*' the OCG notes the following in relation to the application for building and planning permit for the '*Just One Plaza*':
- i. The Jamaica Fire Brigade was not in receipt of an application for '*Just One Plaza*';

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<sup>14</sup> Parcel of land is registered at Volume 1495 Folio 141 of the Registered Book of Titles



- ii. The NEPA indicated no objection to the construction of nine (9) shops and a supermarket in Orange Bay, Hanover, in April of 2012; and
- iii. The NGALPA granted planning approval to '*Just One Services*' for the construction of nine (9) shops and a supermarket. **However, 'Just One Plaza' currently consists of 'over twenty (20) shops' and a supermarket.**

Consequent upon the construction of '*over twenty (20) shops*' and a supermarket as opposed to the nine (9) shops and a supermarket which were approved by the NGALPA, the existing facilities, for example, parking spaces, became inadequate to satisfy the additional demands.

24. **To date, '*Just One Services*' has not been issued with a planning and building permit by the HPC for the construction of the '*Just One Plaza*'.**

#### **PETROLEUM FILLING STATION**

25. On June 24, 2013, 'Kesha Gaye Alexander' submitted to the NGALPA an application on behalf of the '*Just One Services*', for the development of a Petroleum Filling Station and three (3) shops in Orange Bay, Hanover.

The Town and Country Planning Authority, at its meeting held on April 15, 2014, granted approval to '*Just One Services*' to undertake the development of a Petroleum Filling Station in Orange Bay, Hanover.

26. On June 2, 2014, an Application was also made to the HPC for the development of a Petroleum Filling Station, in Orange Bay Hanover, by 'Kesha Gaye Alexander' on behalf of '*Just One Services*'.

27. The HPC, to date has not issued a planning and building permit to '*Just One Services*' to undertake the development of the Petroleum Filling Station, in Orange Bay, Hanover.



28. There is no evidence to indicate that the construction of the Petroleum Filling Station has commenced to date.

### **COUSINS COVE, HANOVER**

29. The land on which the 'Resort' at Cousins Cove was built is registered at Volume 1160 Folio 761 of the Registered Book of Titles.
30. An application was made to the HPC on December 5, 2012, by 'Charlotte Alexander' for permission to construct a 'dwelling' on lot twenty-three (23) Cousins Cove, Hanover, part of the parcel of land registered at **Volume 1160 Folio 761** of the Registered Book of Titles.

On March 26, 2014, 'Kesmore Rattary'<sup>15</sup> submitted an application on behalf of 'C. Alexander', in respect of lots twenty-three (23) and twenty-five (25) for the development of a Resort at Cousins Cove.

'Kesmore Rattary' on May 19, 2014, submitted another application in respect of "*plans for...Resort situated Cousins Cove... for developments at lots 23, 24 & 25...*" Mr. Rattary also submitted a fourth application on May 26, 2014, in relation to a "*Residential...Building situated... Lot #24, Cousins Cove*".

31. The Agreements for Sale for lots twenty-three (23), twenty-four (24), and twenty-five (25) Cousins Cove, Hanover, were submitted by Mrs. Charlotte Alexander-Hayles as proof of ownership to the HPC and the Registrar of Titles.
32. The 'Resort' was being constructed on the following parcel of lands:

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<sup>15</sup> Mrs. Charlotte Alexander -Hayles granted 'Kesmore Rattary' permission to conduct business on her behalf, by way of a letter dated May 19, 2014.



**Table #2**

<b>PARTICULARS OF OWNERSHIP OF THE LOTS 23, 24 AND 25, COUSINS COVE, HANOVER</b>			
<b>LOT #</b>	<b>Purchaser</b>	<b>Date</b>	<b>Particulars of the Sales Agreement</b>
<b>LOT 23</b>	Charlotte Alexander	August 21, 2012	Sales Agreement between <b>Pauline Hojan</b> and <b>Gerhard Hojan</b> (Vendors) and <b>Charlotte Alexander</b> (Purchaser) for Lot #23 Cousins Cove, Hanover in the amount of Thirty Five Thousand United States Dollars (US \$35,000.00). <sup>16</sup>
<b>LOT 24</b>	Pauline Gray	August 21, 2012	Sales Agreement between <b>Pauline Hojan</b> and <b>Gerhard Hojan</b> (Vendors) and <b>Pauline Gray</b> (Purchaser) for Lot #24 Cousins Cove, Hanover, in the amount of Thirty Five Thousand United States Dollars (US \$35,000.00). <sup>17</sup>
<b>LOT 25</b>	Charlotte Alexander	August 2012	Sales Agreement between <b>Pauline Holgate</b> and <b>Gerhard Hojan</b> (Vendors) and <b>Charlotte Alexander</b> (Purchaser) for Lot #25 Cousins Cove Plantation, Hanover. In the amount of Two Hundred Thousand United States Dollars (US \$200,000.00). <sup>18</sup>

33. Lots twenty-three (23), twenty-four (24), and twenty-five (25) Cousins Cove, Hanover, form a part of the parcel of land which is registered to **Gerhard Ernst Hojan**, deceased and **Pauline Aloma Hojan** at **Volume 1160 Folio 761** of the Registered Book of Titles. The referenced property consists of “5 Acres 2 Roads 7.1 Perches.”

34. Mrs. Charlotte Alexander-Hayles, on March 21, 2013, lodged a caveat against the registration of any change in the proprietorship or of any dealing with the property registered at **Volume 1160 Folio 761** of the Registered Book of Titles, that is, Cousins Cove, Hanover.

<sup>16</sup> Sales Agreement between Pauline Hojan and Gerhard Hojan (Vendors) and Charlotte Alexander (Purchaser)

<sup>17</sup> Sales Agreement between Pauline Hojan and Gerhard Hojan (Vendors) and Pauline Gray (Purchaser).

<sup>18</sup> Sales Agreement between Pauline Holgate and Gerhard Hojan (Vendors) and Charlotte Alexander (Purchaser)



The referenced caveat, which bore the instrument number ‘1814054’, was lodged on the basis that “...*the said time for the completion of the sale has passed and splinter titles are not yet available.*”<sup>19</sup>

35. Clause Five (5) of the Special Conditions of the ‘Agreement for Sale’ for Lot twenty-five (25) Cousins Cove, Hanover, indicated that the Purchaser is aware of a caveat which is lodged against the property, and has agreed to purchase same nonetheless.
36. The Agreements for Sale which were prepared for lots twenty-three (23) and twenty-four (24), Cousins Cove, Hanover, were incomplete and appeared to be draft documents.
37. An unsigned copy of a document entitled “**HANOVER PARISH COUNCIL...COPY RESOLUTION PASSED BY COUNCIL ON FEBRUARY 5, 2013**” was provided to the OCG by Mr. Ian Hayles. The unsigned resolution indicated that planning and building permission was granted to ‘Charlotte Alexander’ for the construction of a residential ‘dwelling’ at lot twenty-three (23), Cousins Cove, Hanover.
38. The aforementioned permit would **only** be valid upon the former Secretary Manager, HPC, Mrs. Judy McKenzie-Lawrence, affixing her signature to each copy of the plans. Mrs. McKenzie-Lawrence refused to execute the permit on the basis that she noted discrepancies in the Agreements for Sale.
39. Subsequent to Mrs. McKenzie-Lawrence’s refusal to sign the planning and building permit, ‘Kesmore Rattary’ submitted a further “**APPLICATION FOR BUILDING & OR PLANNING PERMISSION...2014-09009-BA00042**” on behalf of Charlotte Alexander-Hayles, for the Resort in Cousins Cove on May 20, 2014. Based upon the new category in which the development fell, the HPC requested the following documents in order to complete the process:

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<sup>19</sup> Declaration of Charlotte Alexander- Hayles dated March 21, 2013, in support of application to lodge a Caveat.



- i. Copy of Proof of Ownership;
  - ii. Surveyors Diagram;
  - iii. Certificate of Payment of Taxes;
  - iv. Location Plan: Drawn to a minimum of 1:12,500.<sup>20</sup>
40. The following documents which were requested were **all** submitted to the HPC:
- i. Copy Certificate of Title for Cousins Cove and “*Copy resolution passed at a meeting of the Town and Country Planning Committee held on the 23<sup>rd</sup> of April 1992*”
  - ii. Certificate of Payment of Taxes for Cousins Cove
  - iii. Surveyor’s Diagram- “*Sketch plan of Cousins Cove Lot 23 and Lot 24*”
41. The aforementioned “*Sketch plan of Cousins Cove Lot 23 and Lot 24*”, was purportedly prepared and signed by Mr. Andrew A. Bromfield, Commissioned Land Surveyor, of Andrew A. Bromfield and Associates.
42. **In relation to the signature which was affixed to the referenced *sketch plan*, Mr. Bromfield explicitly advised the OCG on April 30, 2015, that “... the signature is clearly not my signature...” and as such, was forged. Importantly, the ‘*Sketch plan of Cousins Cove Lot 23 and Lot 24*’ was identified by Mr. Bromfield as a false document.**
- Prima facie*, the pronouncements of Mr. Bromfield amounts to an allegation of forgery, specifically, the statutory offence of ‘uttering a forged document’.
43. Mrs. Charlotte Alexander-Hayles provided the “*Sketch plan of Cousins Cove Lot 23 and Lot 24*” to Mr. Kesmore Rattary.
44. Forgery, according to Section 3(1) of the Forgery Act 1942 “... *is the making of a false document in order that it may be used as genuine,...*”<sup>21</sup> Section 3(2) of the

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<sup>20</sup> Ibid

<sup>21</sup> Section 3(1) of the Forgery Act 1942



referenced Act also indicates that “*A document is false within the meaning of this Act if the whole or any material part thereof purports to be made by, or on behalf or on account of a person who did not make it nor authorize its making; ...*”<sup>22</sup>

45. The forgery of a Surveyors Certificate, if committed with the intent to defraud or deceive is a felony pursuant to Section 5(3)(i) of the Forgery Act which is “*...punishable with imprisonment with hard labour for any term not exceeding seven years.*”<sup>23</sup>

46. Pursuant to Section 9 of the Forgery Act, any person who tenders a forged document, such as the “*Sketch plan of Cousins Cove Lot 23 and Lot 24*”, commits the offence of ‘*uttering*’ a forged document, and is liable to the same punishment, “*...as if he himself had forged the document...*” Further, “*a person utters a forged document..., who knowing it to be forged, and with either of the intents necessary to constitute the offence of forging...*”

47. The Common Law offence of Conspiracy is “*an agreement by two or more persons to commit an unlawful act, coupled with an intent to achieve the agreement’s objective, and ...action or conduct that furthers the agreement; a combination for an unlawful purpose*”.<sup>24</sup>

48. Mr. Kesmore Rattary advised the OCG that he was unaware of the fact that the “*Sketch Plan of Cousins Cove Lot 23 and 24*” was a forged document.

49. Mrs. Charlotte Alexander-Hayles advised the OCG that she could not remember whether she had provided the “*Sketch Plan of Cousins Cove Lot 23 and 24*” to Mr. Kesmore Rattary.

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<sup>22</sup> Section 3(2) of the Forgery Act 1942

<sup>23</sup> Section 5(3) of the Forgery Act 1942 also states that:

“Forgery of the following documents, if committed with intent to defraud or deceive, shall be a felony, and punishable with imprisonment with hard labour for any term not exceeding seven years-...”

(j) any register book, builders certificate, surveyors certificate, certificate of registry, declaration bill of sale, instrument of mortgage, or certificate of mortgage or sale under Part I of the Merchant Shipping Act, 1894 (United Kingdom) or any entry or endorsement required by such part of such to be made in or on any of those documents.” (OCG Emphasis)

<sup>24</sup> Blackstone’s Law Dictionary, Ninth Edition. Page 351



50. On April 20, 2015, Mr. Ian Hayles provided the OCG with a “*Copy resolution passed at a meeting of the Town and Country Planning Committee held on the 23<sup>rd</sup> of April 1992*” for the subdivision of lands part of Cousins Cove, Hanover.<sup>25</sup>

Clause 23 of the referenced resolution explicitly stated that “*In keeping with agreement reached with the developer, **lot #24 shall be reserved for Community Purpose and shall be transferred free of cost with Registered Title to the Council***”.<sup>26</sup>

51. Notwithstanding the approval for the subdivision of lands at Cousins Cove by the HPC in 1992, the NLA indicated that “*no subdivision approval has been submitted to The Office of Titles for this parcel and no splinter titles have been issued therefrom.*”

52. The HPC, to date, has not issued any planning or building permit to Mrs. Charlotte Alexander-Hayles in respect of the property located at Cousins Cove.

## **SANCTIONS**

53. The construction of the ‘*Just One Plaza*’ and the ‘*Resort*’ in the absence of planning and building permits from the HPC constitutes an offence. Section 3 of the Parish Council Building Act and By-Laws 1952 prohibits the erection of any building without the approval of the Council. As stipulated by Section 4 of the Parish Council Building Act, **a developer who is in breach of the foregoing section or any by-laws, is liable to a penalty not exceeding twenty thousand dollars and to a daily penalty of one thousand dollars for everyday during which such breach or offence continues after summary conviction. In default of payment such persons shall be liable to imprisonment with or without hard labour, for a term not exceeding three months.** (OCG Emphasis)

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<sup>25</sup> The parcel of land is registered at **Volume 1160 Folio 761** of the Registered Book of Titles, consisted of forty-three residential lots.

<sup>26</sup> “Copy resolution passed at a meeting of the Town and Country Planning Committee held on the 23<sup>rd</sup> of April 1992”



54. As a consequence of the apparent breaches, the HPC served two (2) Cease Work Notices on the development which was being undertaken in Cousins Cove and the 'Just One Plaza' in Orange Bay.
55. Representatives of the HPC, including Mrs. Judy McKenzie-Lawrence, Mr. Alexander Mann, Mr. Brian Miller, amongst others, served a Cease Work Notice upon a 'worker' at the 'Resort' in Cousins Cove, Hanover. Also,
- i. Mr. Zelman Thompson did not prepare an Affidavit of Service with respect to the Cease Work Notice which was served on the development at Cousins Cove.
  - ii. The HPC, in lieu of the Affidavit of Service, compiled a document consisting of four (4) photographs and a copy Cease Work Notice dated May 15, 2013, to indicate service.

The photographs that were provided revealed (i) concrete structures at varying stages of development and (ii) images which were identified by the HPC as those of Mr. Alexander Mann and Mrs. Judy McKenzie-Lawrence and Mr. Bryan Miller on site.

56. The Cease Work Notice that was prepared in respect of the 'Just One Plaza' in Orange Bay was posted on the building by Mr. Zelman Thompson on March 1, 2013.
- i. Pursuant to Section 30 of the Town and Country Planning Act 1957, a notice, order or other document required to be served under the referenced Act, may be served by affixing same to some conspicuous part of the premises.
  - ii. Mr. Thompson did not prepare a formal Affidavit of Service with respect to Orange Bay. In lieu of the Affidavit of Service, the HPC prepared a Memorandum, dated March 5, 2013, along with two(2) photographs of what appears to be 'Just One Plaza' enclosed by a zinc fence, whilst under construction.



57. The HPC is empowered by Section 22A (1) of the Town and Country Planning Act 1957 to serve Stop Notices requiring persons to cease the development of land. A stop Notice was prepared and directed to ‘Kesha Gaye Alexander’ of Orange Bay, Hanover, in regards to ‘*Just One Plaza*’.

The referenced Stop Notice was signed by the former Secretary Manager, Mrs. Judy McKenzie-Lawrence, on April 24, 2013, and by the former Chairman of the HPC, Miss Shernet Haughton, on March 24, 2014; approximately one (1) year later.

58. Section 23 (1A) of the Town and Country Planning Act 1957 mandates that an Enforcement Notice shall be served within fourteen (14) days upon the service of a Stop Notice. The HPC prepared an Enforcement Notice dated March 24, 2014, in respect of ‘*Just One Plaza*’.

**To date, the HPC has taken no further action against the proprietors of ‘*Just One Services*’ for the breaches noted herein.**

59. Subsequent to the serving of Cease Work Notices, Stop Notices and Enforcement Notices on the ‘*Resort*’ in Cousins Cove and the ‘*Just One Plaza*’ in Orange Bay, construction of the developments continued. **‘*Just One Plaza*’ is completed and operational, while the Resort remains incomplete.** (OCG Emphasis)

#### **ALLEGATIONS OF MISAPPROPRIATION OF CDF FUNDS**

60. The Constituency Development Fund Programme Management Unit (CDFPMU) does not issue cheques to contractors.

61. ‘*Darren Barnes*’, ‘*Barbara Rubie*’, ‘*Dellis Frankson*’, ‘*Marvel Stewart*’, and ‘*Monette Hendricks*’, were awarded contracts utilising CDF funds by the Social Development Commission (SDC) upon the approval of Mr. Ian Hayles.



62. Mr. Sheridan Samuels was awarded four (2) two year employment contracts as the CDF Consultant to Mr. Ian Hayles. Based upon the records of the SDC, Mr. Samuels was never awarded any other form of contract by Mr. Hayles utilising CDF funds.

### **PARCEL OF LAND AT LORENTON AVENUE**

63. The legal title of the parcel of land located at Lorenton Avenue, Lucea, Hanover, which was alleged to have been sold to Mr. Hayles, is vested in the Commissioner of Lands and is registered at *Volume 1356 Folio 774* and not *Volume 1346 Folio 774*. The property was never tendered for sale, and is currently **not** being offered for sale by the Commissioner of Lands.

### **THE PARTICIPATION OF MR. IAN HAYLES IN THE APPROVAL PROCESS**

64. The Surveyor's ID Report which was prepared in respect of '*Just One Plaza*', Mount Pleasant, Hanover, by Mr. Andrew Bromfield was requested by, and directed to '*Ian Hayles*'.

65. Mr. Sheridan Samuels, the Constituency Development Consultant for Mr. Ian Hayles, acted as an agent for '*Just One Plaza*'.



## **DISCUSSION OF FINDINGS**

### **The Procedure for obtaining Planning/Building Approval in Hanover**

Having regard to the allegations concerning the construction of commercial buildings by Mr. Ian Hayles without the requisite approvals from the HPC, the OCG sought to ascertain the procedure for obtaining planning or building approvals from the local authorities.

The HPC and the Negril Green Island Area Local Planning Authority (NGALPA) are the two (2) local authorities in the parish of Hanover tasked with the mandate of issuing planning and building permits for the development of lands in the parish of Hanover.

The HPC explained the respective roles, jurisdictional authority, and relationship between the Council and the NGALPA, in a letter dated May 14, 2014, to the OCG. The letter stated *inter alia*, as follows:

*“There are two (2) jurisdictional Local Planning Authorities that have responsibility regarding the development of land within the Parish of Hanover. These being the Hanover Parish Council and the Negril Green Island Area Planning Authority. The roles and functions of this Authority is set out by the Town & Country Planning Act.*

*The Town & Country Planning (Negril and Green Island Area) Provisional Development Order 1984 and 2013 has so defined and designated the local planning areas and specifies how applications for development are to be treated with in considering the*



application for planning permission. **This order/act empowers Negril and Green Island Planning Authority to receive all planning applications and to dispatch those “called-in” to the Authority under Section 12 of the Town & Planning Act and secondly to process and decide planning applications not “called-in” by the Authority.**

*The issuance of a Building Permit is in pursuant to the Parish Council’s Building Act (The Parish Council Building Hanover). By-Laws 1952 and makes reference to the entire parish where treating with building approval. The Council is also guided by the Town and Country Planning (Hanover Coast) Provisional Development Order, 1952.*

*This Act however, should not operate in isolation of the Town & Country Planning Act referred to in the foregoing and in particularly in granting approval within the local planning areas which Negril Green Island Planning Authority has authority over.*

**It therefore means, that where the proposed development falls within the use class of any of these areas, Negril is to receive these applications and make a determination for**



**planning permission there after dispatching same to the Hanover Parrish [sic] Council and the authority Town & Country Planning Authority (NEPA). Negril and Green Island Planning Authority is to so direct the applicant and advise accordingly. These said applications are received and assigned a Universal Reference Number indicating formal acceptance.**

*The Hanover Parish Council having been in receipt of this application where Negril Green Island Planning Authority has consider granting Planning Permission allows at this point for the applicant to follow through with the application process for building permit. This process involves the circulation to local referral commenting agencies namely Fire Department and Ministry of Health for comments/recommendations before granting a building permit. **The precedence is for planning permission to proceed [sic] building approval.***

*It is important that the application type will dictate the specific process to be employed for both statutory and non-statutory called in applications i.e. referrals agencies and permits.*



*Both authorities are empowered to serve stop and enforcement notices where any of the regulations are breached.”<sup>27</sup>*

Mrs. Sophia Kerr-Reid, Director of Planning, Hanover Parish Council, informed the OCG, by way of letter dated May 29, 2015, of the stakeholders involved in the process in which an application for a permit may be approved. Mrs. Kerr-Reid indicated, *inter alia*, as follows:

“... ”

*The legal and institutional framework for planning and development is guided by the Town and Country Planning Act, Parish Council’s Building Act and By-Laws, Development Order, Local Improvements Act, Natural Resource Conservation Authority (NRCA) 1991 and 1996. The manual for development is also utilized which gives guidelines and standards.*

*The approval process is multifaceted and engages a consultative process.*

*It is customary in referring an application to the various agencies pursuant to the specific acts that the following are accompanying documents the council forwards under a cover letter or transmitted by a registration book where the local agencies sign to receiving the application being processed:*

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<sup>27</sup> Letter dated May 14, 2015, from HPC on behalf of Mrs. Judy McKenzie-Lawrence to the OCG. Response #4



- *An application form filled out by the applicant.*
- *Copy(s) of the plan of the proposed development.*
- *A copy of proof of ownership (not all agencies request same).*
- *Site inspection report from the Council in recent times.*

*It is important to note that where the application refers to subdivision approval, the Local Improvements Act mandates that the Honourable Minister confirms same and his decision is final.*

***The main agencies which are involved but are not limited to by virtue of the legislation:***

- ***National Works Agency (NWA)-The Hanover Coastal Development Order.***
- ***National Environment Planning Agency (NEPA)- Town and Country Planning Authority (TCPA), Natural Resource Conservation Authority (NRCA)- Town and Country Planning Act 1957, Natural Resource Conservation Act 1991 and 1996.***
- ***NGIPA- Town and Country Planning Act (Negril and Green Island Planning Authority) Provision (Confirmation) Notification, 1984/2013.***



- Ministry of Health, Environmental Health Unit (MOH/EHU) - The Parish Council Building Act 1952.
- Jamaica Fire Brigade.

The referral agencies respond in the following manner:

- Return copy of plan with agencies stamped date.
- Written comments/recommendations to be embodied in approval of council.
- Copy of permits/license being issued with the terms and conditions.
- Any advisory requiring clarification and further details

It is important to note that both the Town and Country Planning Authority and Negril and Green Island Planning Authority (NGIPA) addresses and forwards their planning permission directly to the applicant, while a copy is sent to the Council.”<sup>28</sup> (OCG Emphasis)

Mr. Alexander Mann, Superintendent of Roads and Works, HPC, advised the OCG on the procedures that are to be undertaken as it regards applications for planning and building permits at the HPC. On April 28, 2014, Mr. Mann explained the proceses as follows:

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<sup>28</sup> Letter dated May 29, 2015, from Mrs. Sophia Kerr-Reid, Director of Planning at the Hanover Parish Council, to the OCG. Response #3.



“... ”

*Q: Can you, step by step, outline for us the process as known to you that is employed by the Parish Council in relation to application that are received for building approvals?*

*A: Normally the process starts with the Planning Department right, when we get the drawings from -- well, the applicant normally comes over to us to do the calculation fees, assess the drawings and prepare the calculation for the fees and that is sent back to the Planning Department which the applicant would pay the fees and then thereafter the Planning Department would send the drawings over to us to do the assessment.*

*Q: When the diagrams or drawings are sent to your department what then happens?*

*A: Well, they go through the drawings and they check for the normal things making sure that...*

*Q: Who does this, can you just explain?*

*A: The building officer, whoever is assigned to whatever zone that they are in, they would go through the drawings, check for the foundation, the reinforcements, they look at the elevations and these kind of things, the cross sections and then normally*



*they go and do a site visit to make sure, to see what type of ground it is, the topography of the ground to make sure that the foundations and things are okay, and then they just do a report and send it back to the Planning Department.*

*Q: Doesn't that report go through you?*

*A: Yes, it goes through me and I just sign off and send it back to the...*

*Q: So based on what you are saying the responsibility of the Roads and Works Department ends there or there is something further that you are required to do?*

*A: No, after it is sent back to the Planning Department they wait for all the comments from all the Executive Agencies, the NWA, NEPA, I think Water Commission and other agencies and once everything is okay according to what is required then it is sent to the committee for final approval. After it is approved now and the applicant is notified what have you, then when the applicant now sends us the written request for us to do the site visit, from there now the officer will now monitor the project as it starts from the start day.’<sup>29</sup>*

Mr. Cliff Reynolds, Chairman, NGALPA, advised of the role and functions of the Authority, in a hearing on April 29, 2014, where he stated, *inter alia*, as follows:

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<sup>29</sup> Transcript of Mr. Alexander Mann dated April 28, 2014. Pages 11-12



**A: The Negril Green Island Area Local Planning Authority, it covers both parishes, Negril and Hanover, and in light of that we collect building plans within our boundaries in both parishes. Where we collect plans that cover the boundary in Hanover we would collect those plans, process them and forward them to Hanover and of course, Westmoreland respectively.**

**CHAIRMAN:** *The basis upon which the person who would collect these plans, persons who wish to make applications for approval in respect of building, they submit them to you or is it for the planning, what aspect is it that is...?*

**A:** *Buildings.*

**CHAIRMAN:**

*Commercial/Residential*

**A:** *Commercial/Residential, just about any buildings.*

**CHAIRMAN:** *Do you collect fees also in respect of this?*

**A:** *No, both Parish Councils collect fees; we are not authorised to collect fees.*

**CHAIRMAN:** *The plans that are deposited at your authority, what are the requirements of the submission of them, are they supposed to be submitted indicating a receipt of payment already, what is the process?*



*A: Okay. When submitted to us, they would submit 12 sets of plans or depends commercial/residential 8 or 12 variety, you would have to submit, if you don't have the title, proof of ownership for the property that they are building at, and of course, the plan would have the entire details of the site plan and the whole thing, but proof of ownership of the land is a must, attached with the diagram.*

*CHAIRMAN: Okay. What sort of expertise do you have in the authority in respect of, if it is a letter of administration or probate, what in terms of proof of ownership?*

*A: Okay, different documents that are accepted as proof of ownership and this is because Boards over the years would have passed these resolutions because of - both parishes have similar situations where there is a lot of family lands, so we would accept letters from a lawyer who is doing those processes. We would accept also letters from, in cases Justice of the Peace's that can verify that persons own these lands over a period of time attached with the diagrams. For instances, where lands are asked to be used in cases and I can remember clearly for particularly Just One as you mentioned, because I was a bit concerned when I was invited here, why was I brought here, but*



*where instances where properties are to be used, are permitted to be used permission has been to be given also in writing.*

**CHAIRMAN:** *Now, what exactly, when you receive whether it is commercial or residential application, when you receive these plans, what is the function of the authority, what are they looking for and having looked, what is the next step?*

**A:** *Okay, in collecting the plans a site inspection is done by one of the planning inspectors, which they actually go on site to check for the building development standards which include the setbacks, proper parking, so and so forth, the height of building, technical details. In those findings they would prepare all of that on a data sheet and prepare the plan to the Board on a monthly basis when we do have meetings, and the Board taking a decision, those plans would be forwarded to the relevant Parish Council and also, a copy would be sent to NEPA. Because in instances for residential single family homes, the authority is permitted to approve those plans, but where it becomes commercial or hotels, we can only make recommendations based on the requirements.*

**Q:** *So anybody can submit a plan for you for approval? Any individual can submit a plan to you, but what I am trying to*



*understand, I know you don't collect money, suppose Jack Shirley comes and says I want to build this three bedroom, three levels, three basements, two pools, can you approve it, can you do that without more, anybody who comes in?*

*A: A residential building you are referring to?*

*CHAIRMAN: Yes, I am just trying to understand the ambit of the authority. How is it that you operate?*

*A: What we do, we basically make recommendation or approve plans accordingly and send it to the relevant Parish Council for building approval. Now, when it goes to the relevant Parish Council, that is where they have to pay their building fees and that is the only fee that is required to be paid...*<sup>30</sup> (OCG Emphasis)

The NGALPA and the HPC have varying functions with respect to the granting of planning and building permission for the development of lands in the parish of Hanover. Planning and building applications are first submitted to the NGALPA for planning considerations, thereafter they are submitted to the HPC.

#### The Procedures for Obtaining an 'As Built Permit'

The procedures which have been established for the issuance of 'As Built Permits' is of some antiquity, as it relates to applicants who commence construction prior to being

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<sup>30</sup> Transcript of Hearing for Mr. Cliff Reynolds dated April 29, 2014. Pages 3-7



issued with a planning and building permit. The HPC, in a letter dated May 14, 2015, to the OCG, indicated the processes, procedures, and regulations as it relates to the issuance of 'As Built Permits'. The letter stated, *inter alia*, the following:

“... ”

*As “Built Permits” legally termed ‘retention’ is stated in the Town & Country Planning Act Section 15, 1-4*

*15. (1). The power to grant permission to develop land under this part shall include power to grant permission for the retention on land of any buildings or works constructed or carried out thereon before the date of the application, or for the continuance of any use of land instituted before that date (whether without permission granted under this part or in accordance with permission so granted for a limited period only);and references in this part to permission to develop land or to carry out any development of land, and to applications for such permission, shall be construed accordingly.*

*(2). Any such permission as is mentioned in sub-section (1) may be granted so as to take effect from the date on which the buildings or works were constructed or carried out , or the use was instituted, or from the expiration of the said period, as the case may be.*



*(3). Where permission is granted under this part for the erection of a building , the grant of permission may specify the purposes for which the building may be used ; and if no purpose is so specified, the permission shall be construed as including permission to use the building for the purpose for which it was designed.*

*(4). Where permission to develop land is granted under this Part, then, as may be otherwise provided by the permission, the grant of permission shall endure for the benefit of the land and of all persons for the time being interested therein, but without prejudice to the provisions of Part V with respect to the revocation and modification of permission so granted.”<sup>31</sup>*

In addition to the issuance of an ‘*As Built Permit*’, the OCG highlights hereunder the options available to the HPC to treat with applicants who undertake land development prior to being issued with a permit:

Section 23 of the Town and Country Planning Act,

*“23.-(1) If it appears to the local planning authority, the Government Town Planner or the Authority that any development of land*

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<sup>31</sup> Letter dated May 14, 2014, from the HPC on behalf of Mrs. Judy McKenzie-Lawrence to the OCG. Response #3



has been carried out after the coming into operation of a development order relating to such land without the grant of permission required in that behalf under Part III, or that any conditions subject to which such permission was granted in respect of any development have not been complied with, then subject to any directions given by the Minister and to subsection (1A), **the local planning authority, the Government Town Planner or the Authority may within twelve years of such development being carried out, if they consider it expedient so to do having regard to the provisions of the development order and to any other material considerations, serve on the owner and occupier of the land and any person who carries out or takes steps to carry out any development of such land and any other person concerned in the preparation of the development plans or the management of the development or operations on such land a notice under this section (hereinafter referred to as an “enforcement notice”).**

(1A) Where a stop notice is served under section 22A, a local planning authority, the Government Town Planner or the authority, as the case may be, shall serve an enforcement notice within fourteen days of the service of the stop notice.



*(2) An enforcement notice shall specify the development which is alleged to have been carried out without the grant of permission as aforesaid or, as the case may be, the matters in respect of which it is alleged that any such conditions as aforesaid have not been complied with, and may require such steps as may be specified in the notice to be taken within such period as may be so specified for restoring the land to its condition before the development took place, or for securing compliance with the conditions, as the case may be, and in particular any such notice may, for the purpose aforesaid, require the demolition or alterations of any buildings or works, the discontinuance of any use of land, or the carrying out on land of any building or other operations and shall state that any person upon whom an enforcement notice is served is prohibited from continuing or carrying out any development or operations or using the land in respect of which the notice is served.*

...

*23B. (1) Where-*

*(a) a person on whom an enforcement notice is served under section 23 fails to comply with the provisions of that notice within the period specified therein; or*



*(b) a local planning authority, the Government Town Planner or the Authority, as the case may be, considers it necessary or expedient for any perceived breach of planning control to be restrained, the local planning authority, the Government Town Planner or the Authority, as the case may be, may apply to the court for an injunction, whether or not they have exercised or are proposing to exercise any of their other powers under this Act...”<sup>32</sup>*

Also, Section 24 (3) states as follows:

*(3) Where, by virtue of an enforcement notice, any use of land is required to be discontinued, or any conditions are required to be complied with in respect of any use of land or in respect of the carrying out of any operations thereon, then if any person, without the grant of permission in that behalf under Part 111, uses the land or causes or permits the land to be used, or carries out or causes or permits to be carried out those operations, in contravention of the notice, he shall be guilty of an offence and **liable on summary conviction before a Resident Magistrate to a fine not exceeding twenty-five thousand dollars, or in default of payment to imprisonment with hard labour for a term not exceeding twelve months, and***

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<sup>32</sup> Section 23 of the Town and Country Planning Act.



**if the use is continued after liable on summary conviction before a Resident Magistrate to a fine not exceeding five thousand dollars for every day on which the use is so continued, or in default of payment in the land to be forfeited to the Crown, and if the use is continued after the second conviction, he shall be guilty of a further offence and on summary conviction before a Resident Magistrate the interest in the land shall be forfeited to the Crown.**<sup>33</sup>

(OCG Emphasis)

#### The Process/Procedure for the Issuance of a Permit for the Sub-Division of Land

Mrs. Judy McKenzie-Lawrence, advised the OCG by way of a letter dated May 14, 2015, of the process/procedure for the issuance of a Sub-Division approval by the HPC. Mrs. McKenzie-Lawrence stated, *inter alia*, the following:

*“The Hanover Parish Council accepts six (6) copies of the application forms which are filled out, a certified copy of original Registered Title, in the absence of the registered title, the following copies of documents can be accepted. They are Common law Title, Probated Will, & Surveyors Report/diagram or Letter from an Attorney or Government Agency for Land Settlement, an up-to-date property tax receipt, all are lodged with the Council. The*

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<sup>33</sup> Section 24 (3) of the Town and Country Planning Act.



*submitted plans are as nine (9) lots and under-fifteen (15) copies; Ten (10) lots and over Eighteen (18) copies. In addition a digital copy of plans will also be accepted.*

*These documents are sent to the Road & Works Department of the Hanover Parish Council and Jamaica Fire Brigade, Lucea Branch for a report. In receipt of these reports, they are then forwarded to National Environment & Planning Agency (NEPA) who then forwards them to the other Agencies for their comments.*

*Once all the comments are received, these are then forwarded to the Road & Works Department for the conditions to be prepared. When these have been prepared, they are presented to the applicant for acceptance/objections, which is then presented at a Physical Planning Meeting, where they being accepted are then forwarded to the Ministry of Water, Land, Environment and Climate Change. The Minister then approves the subdivision and this is also presented at a Physical Planning Meeting for the final approval.*

*The final approval is given to the applicant, who has to ensure that all infrastructure are in place to the satisfaction of the*



*Superintendent and then they can apply to the Parish Council for a Certificate of Compliance, the applicants presents the Council with Pre-checked diagram, a Statutory Declaration from the Surveyor and they pay the necessary fees required, this being done by the Roads & Works Department. Based on the inspection done by the Technical Officer, once all the infrastructure is in place, a report is submitted which is presented at a Physical Planning Committee where an approval is granted for the Titles to be released.*

*The Council then presents the applicant with an approval and a Statutory Declaration from the Council to present to Titles Office for them to release the titles...”<sup>34</sup>*

#### The Company - ‘Just One Services Limited’

Pursuant to the “**CERTIFICATE OF THE INCORPORATION OF A COMPANY**” ‘Just One Services’ was incorporated by the Registrar of Companies on October 24, 2011, and was issued the Company Number 82891. The Articles of Incorporation, dated, November 22, 2013, indicated that there are three (3) ‘first Directors’ of ‘Just One Services Limited’, namely, ‘KeshGaye Latoya Alexander’, ‘Pauline Leonie Gray’, and ‘Stephen Christopher Gabbadon’. The Articles also revealed that the core business of the company is “Property Rental, Gas Station, Hotel and Tourism Services”.

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<sup>34</sup> Response of Mrs. Judy McKenzie-Lawrence dated May 14, 2015, to the OCG



Notwithstanding the foregoing, Mrs. Charlotte Alexander-Hayles indicated that she holds an equitable interest in ‘*Just One Services*’ by way of her Affidavit which was dated May 13, 2015. Mrs. Alexander Hayles indicated as follows:

*“That I identified, negotiated and financed the purchase of an interest in a parcel of land at Orange Bay, Hanover in my daughter Kesha Gaye Alexander Gabbadon’s name and gave it to her as a gift.”*<sup>35</sup>

...

***That I encouraged my daughter Kesha Gaye Alexander-Gabbadon, my son in law, Stephen Gabbadon and Pauline Gray, my mother in law to set up a company called Just One Services Ltd. in order to have them develop the land purchased at Orange Bay, Hanover.***<sup>36</sup> OCG Emphasis

Dr. Kesha Gaye Alexander- Gabbadon also declared the extent of her interest in ‘*Just One Services*’ by way of Affidavit dated May 12, 2015. Dr. Alexander-Gabbadon stated, *inter alia*, as follows:

*“That I purchased the said lands at Orange Bay, Hanover, along with Pauline Gray, after my mother, Charlotte Alexander Hayles, advised me that she was financing the purchase of the land on my behalf as a gift.”*<sup>37</sup>

...

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<sup>35</sup> “Affidavit of Charlotte Alexander” dated May 13, 2015. Paragraph 5.

<sup>36</sup> “Affidavit of Charlotte Alexander” dated May 13, 2015. Paragraph 7.

<sup>37</sup> “Affidavit of Dr. Kesha Gaye Alexander-Gabbadon” dated May 12, 2015. Paragraph 5.



*That I am a director of company named Just One Services with my husband, Stephen Gabbadon and Ms. Pauline Gray.*<sup>38</sup>

...

*That Just One Services was established as a company in order to develop the lands at Orange Bay, Hanover purchased by myself and Ms. Pauline Gray.*<sup>39</sup>

During a hearing which was convened by the OCG on April 20, 2015, Mr. Ian Hayles upon being sworn indicated that he had no interest in ‘Just One Plaza’. Mr. Hayles stated, *inter alia*, as follows:

*“CHAIRMAN: What is your connection with the entity Just One, are you a part of the company?”*

*A: I am not a part, but my wife – Just One came about, my wife met Peter Taylor, I always say to my wife, I do not want to do no business in Hanover; I don’t want to do no business in Hanover. We live in Orange Bay and often times when we go down for a weekend to go to the supermarket or whatever, is either you go Negril or you go to Lucea. My wife being in business for close to thirty years now, she decided that she wants to do something down there. She opened the company. Kesha is her eldest daughter; my wife has four girls, two for me – which all*

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<sup>38</sup> “Affidavit of Dr. Kesha Gaye Alexander- Gabbadon” dated May 12, 2015. Paragraph 8.

<sup>39</sup> Affidavit of Dr. Kesha Gaye Alexander- Gabbadon” dated May 12, 2015. Paragraph 9.



*four would be for me if you ask me. She said she wants Kesha, her eldest daughter to be the one that owns basically the plaza; if anything should happen to her, it's for Kesha. She set up the company, my mother said she wanted to go in twenty percent. She gave Kesha eighty percent. When she gave Kesha the eighty percent, Kesha I think at the time had just married her husband, she said she wants to put him on it; he was put on for twenty percent. Kesha knows, even Gabo, knows nothing about it and Kesha more or less is my wife doing something for her at this point. That's how it all started because I know, you know, being a politician anything you touch is government money you thief, and if you change your tyre on your car is government money you use, thief it to put on the tyre on your car. So for me, I wanted to stay out of everything in terms of building or developing in the parish of Hanover.”<sup>40</sup>*

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<sup>40</sup> Transcript of Hearing for Mr. Ian Hayles, dated April 20, 2015, dated April 20, 2015. Page 21



## Applications for Planning and Building Permits Submitted by ‘Just One Services’

‘Just One Services’ tendered planning and building applications to the HPC and the NGALPA for three (3) developments, namely, a shopping plaza, a dwelling house/resort and a petroleum filling station in the parish of Hanover.

The HPC’s “**BUILDING APPLICATION FORM GUIDE**” and the “**APPLICATION FOR BUILDING & OR PLANNING**”, indicates the types of developments for which permits may be granted. They are, *inter alia*, as follows:

### “V *Type of Development (Proposed Use)*”

- **Residential:** *Single Family, Multi-Family, Townhouse, Row House, Apartments, Duplex etc*
- ...
- **Commercial:**  
*Shopping Area/Plaza, Restaurant, Markets, Office, Retail/Distribution, Barber Shops, Service Stations etc.*
- ...
- **Resort:** *Guest House, Hotel, Boarding House, Motel, Residential Club, Resort Cottage, Villa (s) etc.*
- ... ”<sup>41</sup>

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<sup>41</sup>“**BUILDING APPLICATION FORM GUIDE**” of the *Hanover Parish Council* “**APPLICATION FOR BUILDING & OR PLANNING PERMISSION**”. Page 1



**Table 3**

Applications for building and planning permission submitted to the HPC and the NGALPA with respect to the Plaza in Orange Bay, the Resort in Cousins Cove, and the Petroleum Filling Station in Orange Bay, Hanover, for the period of November 9, 2011 to June 2, 2014.

<b>Developments</b>	<b>Locations</b>	<b>Applicant/Owner</b>	<b>Date of Submission</b>
PLAZA (Just One Plaza)	Orange Bay, Hanover	<ul style="list-style-type: none"> <li>Just One Services/ Dr. Kesha Gaye Alexander</li> <li>Just One Services c/o Dr. 'Kesha Gayle Alexander.</li> <li>Just One Services</li> </ul>	<ul style="list-style-type: none"> <li>Application submitted to the NGALPA on November 9, 2011, by 'C. Miller' for 'Kesha-Gaye Alexander', for "Proposed supermarket and nine commercial shops."</li> <li>Application submitted to the HPC on November 21, 2011, for 'C. Miller' for Applicant, for "9 shops and supermarket [sic]"</li> <li>Application for 'Extension and Retention of Development' submitted to the HPC on May 24, 2013, by 'Sheridan Samuels'.</li> </ul>
RESORT	<p>Lots twenty-three (23), Cousins Cove, Hanover.</p> <p>Lots twenty-three (23), twenty-four (24) and twenty-five(25) Cousins Cove, Hanover (Volume 1160 Folio 761)</p>	<ul style="list-style-type: none"> <li>'Ms. Charlotte Alexander'</li> <li>'Ms. Charlotte Alexander'</li> <li>Mrs. Charlotte Alexander-Hayles</li> </ul>	<ul style="list-style-type: none"> <li>Application submitted on December 5, 2012, by 'Charlotte Alexander' for 'residential development...dwelling situated at Lot # 23 Cousins Cove Hanover'</li> <li>Application submitted on March 26, 2014, for 'Residential...Building' for lot 24 Cousins Cove, by 'K. Rattary' for 'C. Alexander'.</li> <li>Application submitted to the HPC on May 19, 2014, for "Development at lot 23, 24, and 25 (Resort)", by 'Kesmore Rattary' for 'C. Alexander'.</li> </ul>
PETROLEUM FILLING STATION	Orange Bay District, Santoy, Hanover	Dr. Kesha Gaye Alexander	<ul style="list-style-type: none"> <li>Application submitted to the HPC by 'KESHAGAYE ALEXANDER' on June 2, 2014, "for Petroleum Filling Station"</li> </ul>



## 'Just One Plaza' - Hanover

Having regard to the application for the “...supermarket and nine commercial shops” Mrs. Judy McKenzie-Lawrence, former Secretary Manager, HPC, indicated the following to the OCG, on April 29, 2014:

*“Please be advised that the Council is in receipt of an Application for Just One Services c/o Keisha Gaye Alexander at Orange Bay Approved by the Negril/Green Island Area Local Planning Authority on the 9<sup>th</sup> of November 2011 and received by the council on the 21<sup>st</sup> of November 2011. This development comprises of the Construction of a Supermarket and nine (9) Commercial shops.”<sup>42</sup>*

A further application was submitted to the HPC on May 24, 2013, by Mr. ‘Sheridan Samuels’ with respect to the expansion of ‘*Just One Plaza*’.

### Anomalies Concerning the Ownership and Location of the Parcel of Land on which ‘Just One Plaza’ is Constructed- Volume 18 Folio 42

It was alleged that the parcel of land on which the ‘*Just One Plaza*’ was constructed is owned by the Commissioner of Lands. In an effort to determine the ownership of the said parcel of land, the OCG, on April 25, 2014, required the Commissioner of Lands, NLA, to provide, *inter alia*, the following:

“... ”

1. *Particulars of transfer and details of the owner and possessor of lands registered at Volume 18 Folio 42;*

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<sup>42</sup> Response of Mrs. Judy McKenzie -Lawrence, former Secretary Manager, HPC, dated April 29, 2014. Response #3B



2. *Valuation number and report for lands registered at Volume 18 Folio 42;*
3. *Description of and location of lands registered at Volume 18 Folio 42 to include street and/or civic address;*
4. *Particulars of transfer and details of the owner and possessor of land bearing valuation number 03603004005;*
5. *Volume and Folio number for land with valuation number 03603004005;*
6. *Description of and location of lands with valuation number 03603004005 to include street and/ or civic address;*
7. *Valuation number, Volume and Folio number for lands located at either side of the intersection of the parochial road known as Wharf Road and the Green Island main road to Negril;*
8. ...<sup>43</sup>

The Commissioner of Lands responded to the OCG by way of a letter dated May 1, 2014, and stated, *inter alia*, as follows:

**“1. Regarding Items 1-3**

*I was unable to obtain a copy of Volume 18 Folio 43 from Titles Office as that Folio is missing.*

*The land is referenced on the Valuation Roll at 03704003044 and 045. Please see the*

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<sup>43</sup> Letter dated April 25, 2014, from the OCG to Mrs. Elizabeth Stair, NLA.



***Description of the Parcel of Land and plan attached.***

*This property has no street number/civic address.*

**2. Regarding Items 4-6**

*Lands referenced at Valuation Number 03603004005 are registered at Volume 1008 Folio 184 and 384 and owned by the Commissioner of Lands. Please see **Description of the Parcel of Land** (to be amended) and enclosure plan ”<sup>44</sup>*

By way of a letter dated May 9, 2014, the Commissioner of Lands clarified the foregoing as follows:

*“I refer to my letter to you dated May 1, 2014 concerning the above.*

*The letter stated that Volume 18 Folio 43 could not be found, when in fact it should have stated **Volume 18 Folio 42.***

*A search of the database did not show that the title was ever scanned and I am therefore unable to provide particulars of ownership for this property, apart from the information recorded on the Valuation Roll. ”<sup>45</sup>*

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<sup>44</sup> Letter dated May 1, 2014, from the Commissioner of Land, to the OCG,

<sup>45</sup> Letter dated May 9, 2014, from the Commissioner of Lands, to the OCG.



The Commissioner of Lands, by way of a letter dated May 12, 2014, further clarified her letter of May 9, 2014. She stated, *inter alia*, as follows:

*“I refer to my letter to you dated May 9, 2014, concerning the above.*

*If the parcel of land is **registered** under the Registration of Titles Act, that is the legal owner of the land. Approximately 50% of all parcels of land in Jamaica are registered.*

*The Valuation Roll is based on information collected under the Land Valuation Act primarily for property tax purposes, and the Roll comprises registered and unregistered parcels. As long as the parcel of land is **registered**, the information re owner reflected on the title should be **recorded** on the Roll, but in some cases the Roll may not be current, for example, where a title cannot be found. The Valuation Roll therefore should not be used as conclusive proof of the owner of the land.<sup>46</sup>*

Having regard to the ownership of the parcel of land located at Volume 18 Folio 42, Miss Shelly Ann Nelson, Attorney-at-Law, advised of the following by way of a letter dated October 31, 2011:

***“Re: Sale of land part of MOUNT PLEASANT in the parish of Hanover and***

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<sup>46</sup> Letter dated May 12, 2014, Mrs. Elizabeth A Stair, CEO/Commissioner of Lands, to the OCG.



*being part of the land registered at Volume 18 Folio 42 of the Register Book of Titles.*

*This is to confirm that **PAULINE L. GRAY AND KESHAGAYE L. ALEXANDER** are now the owners of land part of **MOUNT PLEASANT** in the parish of **HANOVER** containing by survey 1529.609 sq. metres and being part of the land registered at Volume 18 Folio 42 of the Register Book of Titles.”<sup>47</sup> (OCG Emphasis)*

With respect to the ownership of the subject property, Miss Shelly Ann Nelson, Attorney-at-Law, during the course of an OCG hearing on April 30, 2015, advised, *inter alia*, as follows:

*“CHAIRMAN: Now in respect of this matter, is it correct that you appear for Just One Services or you appear for the persons who they were purchasing them [sic]?*

***A: I appear for the vendors. I represent the vendors in the transaction...***

*...*

*CHAIRMAN: This letter refers to the sale of Just One Plaza?*

*A: Well, I can't speak to Just One Plaza, I can only speak to the --well, I don't know what's there now. I couldn't speak to that. I could speak to what is in the Agreement for sale.*

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<sup>47</sup> Letter dated October 31, 2011, from Miss Shelly Ann Nelson, Attorney-at-Law, to ‘Whom it may concern’.



**CHAIRMAN:** *Who was the vendor?*

**A:** *Peter Taylor and Alfred Graham.*

**CHAIRMAN:** *Now in terms of your knowledge the ownership of this property has been settled?*

**A:** *Yes, it has.*

**CHAIRMAN:** *And who is the owner of this property, presently?*

**A:** *Pauline Grey and Kesha Gayle Alexander*<sup>48</sup> (OCG Emphasis)

Miss Nelson also explained that the reason for the delay in finalising the sale of the referenced property; is, *inter alia*, as follows:

**“CHAIRMAN:** *You mentioned that ownership for the land where you appeared for the vendor, you mentioned the owners being Pauline Grey and Kesha Gayle Alexander?*

**A:** *Yes.*

**CHAIRMAN:** *Has titles [sic] passed yet?*

**A:** *No, but I am in the process of applying for title for the property. Thereafter I will transfer it in their names.*

**CHAIRMAN:** *Is there any particular reason why the title has not -- they just have an equitable right at this time?*

**A:** *Yes.*

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<sup>48</sup> Transcript of Hearing for Miss Shelly Ann Nelson, Attorney-at-Law dated April 30, 2015. Page 3-4



**CHAIRMAN: Is there any reason why it has not pass after?**

**A: Because what happen is that the Referee of Titles required a valuation report. When the valuator went the property was valued at \$78 million and it was sold for 7.7, so the purchaser's attorney had to pay additional registration fees because that would not be my client's responsibility. At that time when they sold the property, the property was valued at 7.7, so I asked the vendor's attorney to ask the purchasers to pay the additional registration fees and they took a while so I am now in receipt of the funds and I resubmitted the application yesterday.”**

*CHAIRMAN: Thank you for that. It's the first time I am hearing that. I have never been supplied that information.*

*A: Right. They had a problem paying the additional registration fee, well coming up with the additional registration fee. It was \$1,278,000 additional registration fees. So they took a while.*

*CHAIRMAN: And you are referring to Pauline Grey and...*

*A: Yes, yes. So they actually suggested that I submit the application through LAMP, but I told them that I did not*



want to do so. So they eventually came up with the additional sums.”<sup>49</sup> (OCG Emphasis)

Of note, the OCG is in possession of a letter dated August 23, 2011, which was addressed to Miss Shelly Ann Nelson by Miss C. Walcott, Legal Officer, National Land Agency, which confirmed that Miss Nelson was instructed to re-register the referenced parcel of land. The letter stated, *inter alia*, the following:

**“Re: Certificate of Title registered at Volume 18 Folio 42**

*I have received the documents submitted and make the following observations:*

*Firstly, the parcel of land owned by Zada Walker is only a portion of the land registered at Volume 18 Folio 42 for which no title was ever issued by this Office. Therefore the parcel of land in question remains registered in the parent title.*

*Secondly, the Declaration of the Surveyor clearly indicates that the parcel is part of the lands registered at at Volume 18 Folio 42. We would require a declaration from the Surveyor as to how he came to this conclusion. We have no records remainig of the Certificate of Title registered at Volume 18 Folio 42 as it is a missing Volume.*

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<sup>49</sup> Transcript of Hearing for Miss Shelly Ann Nelson dated April 30, 2015. Pages 5-6.



*Thirdly, Zoda Taylor, being a purchaser of the land could arguably be considered a Tenant at Will and therefore capable of obtaining an interest by adverse possession.*

*Therefore it would seem prudent to make the Application to re-registered the land by adverse possession pursuant to Section 85-87 of the Registration of titles Act. The Declarations of the Applicant and the Supporting Declarants would need to be very detailed and a fresh application would have to be submitted. This of course would mean new registration fees.*

*However, please note that the Application will be considered on its merits by the Referee of title and there is **No** gurantee that it will be approved as the Referee may require futher proof as he deems fit.”<sup>50</sup>*

Mrs. Mary Thwaites-Wittingham, Attorney-at-Law representing Mrs. Charlotte Alexander-Hayles provided information about the ownership of the referenced parcel of land, during an OCG hearing on April 22, 2015<sup>51</sup>. The following, *inter alia*, was stated:

**“MRS WHITTINGHAM:** *Am I permitted to respond on her behalf? Technically my firm has carriage of sale in that matter.*

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<sup>50</sup> Letter dated August 23, 2011, to Miss Shelly Ann Nelson from Miss C. Walcott, Legal Officer, National Land Agency.

<sup>51</sup> The information which was provided by Mrs. Mary Thwaites-Wittingham was not under oath.



*CHAIRMAN: What we will do, once your attorney says anything, I will just ask you if you adopt what has been said, if she says anything at any time. It is not an adversarial proceeding, no other person will be coming to cross question you or anything like that.*

**MRS WHITTINGHAM: The Agreement for Sale is dated the 30<sup>th</sup> march, 2012. However, part of the process – part of the sale and the agreed terms of the sale, is that the vendor was responsible for making an application to re-register the said lands in order to obtain certificate of title for the lands. So we also have evidence of that application having been submitted to the National Land Agency, so that is what she’s referring to in respect of it being in progress but the transaction, moneys have changed hands and possession was granted from the vendor to the purchaser.**

*CHAIRMAN: Mrs Hayles, you adopt what your attorney has said?*

*A: Yes.*<sup>52</sup>

The Commissioner of Lands revised her position as it regards the ownership and location of the parcel of land on which ‘Just One Plaza’ is constructed. The Commissioner of Lands advised the OCG as follows:

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<sup>52</sup> Transcript of Hearing for Mrs. Charlotte Alexander- Hayles, dated April 22, 2015. Page 3-4



***“Formal Investigation–Lands located at Orange Bay Square and Mount Pleasant in the parish of Hanover.***

*Further to meeting held on Monday, April 27, 2015 with Officers of the Agency, the plan of the area has been revised /corrected using the diagrams attached to Volume 1008 Folio 184 and Volume 1008 Folio 384, which shows that the property owned by the Commissioner of Lands is on the western side of the main road leading from Green Island to Negril.”<sup>53</sup> (OCG Emphasis)*

The OCG was provided with a document entitled “***Map Showing Lands Part of Enclosure 03603004-Orange Bay-Hanover***” which was prepared by the NLA indicating that the unregistered parcel of land owned and possessed by Mr. Peter Taylor is located to the **east** of the parcel of land which is owned by the Commissioner of Lands.<sup>54</sup>

On June 2 and June 9, 2016, Officers of the Surveys and Mapping Division, NLA, conducted a survey and prepared a Survey Report for part of Orange Bay, Hanover, in respect of the anomalies concerning the ownership and location of the parcel of land on which ‘Just One Plaza’ is situated. The aim of the aforementioned undertaking was to “*...determine the relationship between properties registered at Vol. 18 Fol. 42, Vol. 1189 Fol. 423 and Vol. 1495 Fol. 141 and whether they have been subdivided.*”<sup>55</sup>

The Report noted the following conclusions:

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<sup>53</sup> Letter dated May 5, 2015, from the Commissioner of Land, to the OCG.

<sup>54</sup> “***Map Showing Lands Part of Enclosure 03603004-Orange Bay-Hanover***” was attached to Mrs. Elizabeth Stair’s letter dated May 5, 2015, to the OCG.

<sup>55</sup> Survey Report prepared by Christopher Williams, Commissioned Land Surveyor, Surveys and Mapping Division, NLA, under cover of letter dated July 6, 2016, from the Commissioner of Lands, to the OCG.



*“It appears that the advent of the main road and the abandoning of portions of the old parochial road has lead to some confusion as to the true location of the aforementioned properties.*

***Lands registered at Vol. 1008. Fol. 184 in the name of the Commissioner of Lands are fully engulfed in the carriageway and reservations of the main road. The said lands are not affected by lands adjoining to the east registered at Vol. 1495 Fol. 141 in the names of Peter Taylor and Alfred Graham.***

***Lands at Vol. 1189 Fol. 423. in the name of Percival Taylor (deceased) and Zada Taylor (deceased) is located approximately 750 metres south east of lands registered at Vol. 1495 Fol. 141 in the name of Peter Taylor and Alfred Graham.***<sup>56</sup>

The OCG deems it prudent to highlight the following findings which were stated in the Survey Report:

***“Results:***

- 1) Title for lands registered at Vol. 18 Fol. 42 could not be found.*

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<sup>56</sup> Survey Report prepared by Christopher Williams, Commissioned Land Surveyor, Surveys and Mapping Division, NLA, under cover of letter dated July 6, 2016, from the Commissioner of Lands, to the OCG.



- 2) *It appears that lands known as Mount Pleasant were first registered at Vol.18 Fol.42. Investigations have revealed that transfers made from the registration have led to properties now registered at Vol. 130 Fol. 22. And subsequently Vol. 1189 Fol.423.Lands registered at Vol. 18 Fol. 42 have therefore been further subdivided...*
- 3) *Lands registered at Vol.1189 Fol.423 in the name of Percival Taylor (deceased) and Zada Taylor (deceased), is located approximately 750 metres south east of Lands registered at Vol. 1495 Fol. 141...*
- 4) *The lands registered at Vol. 1495 Fol. 141...,
  - a) *Is registered in the name of Peter Taylor and Alfred Graham.*
  - b) *Is located east of the main road from Negril to Green Island.*
  - c) *Is located east of adjoining lands registered at Vol. 1008 Fol. 184 in the name of the Commissioner of Lands.*
  - d) *Was registered, partly at Vol.18 Fol. 42 [Mount Pleasant, owner unknown] and partly at Vol. 897 Fol. 79 [Orange Bay in the name of the Urban Development Corporation].*
  - e) *Is dually registered with lands at Vol. 897 Fol. 79*
  - f) *Contains a two storey concrete building.*
  - g) *Is fenced on the northern and eastern boundaries. Boundaries to the south and west are open.**
- 5) *Lands registered at Vol. 1008 Fol. 184 are fully occupied by the main road. **Hence, the lands are occupied by the National Works Agency** Also, lands occupied by Rufus Hill (Land Valuation No.*



03603004005) and the old parochial road...lie west of lands registered at Vol. 1008 Fol. 184...

- 6) The Stantion used to convey electricity to the building located on lands registered at Vol.1495 Fol.141, is actually located on lands to the north occupied by Stanly Gordon and Paulette Gordon...
- 7) A Skip (garbage) has been erected in the road reserve of the main road, west of lands occupied by Stanley Gordon and Paulette Gordon...<sup>57</sup>(OCG Emphasis)

At an OCG hearing on May 16, 2015, an update was sought from Mrs. Charlotte Alexander-Hayles, on the issuance of the legal title for the parcel of land on which 'Just One Plaza' is situated. The discourse revealed, *inter alia*, the following:

**“CHAIRMAN:** To your understanding, through your attorney, at the time that you were purchasing the land on which Just One Plaza is now situated, there was no Certificate of Title at the time that you were purchasing it, is that correct?

**A:** Yes.

**CHAIRMAN:** And as you understood it, the lawyer for Peter Taylor and Alfred Graham, they were supposed to obtain the Certificate of Title?

**A:** Yes.

**CHAIRMAN:** And thereafter they would pass it on to your attorney-at-law?

**A:** Yes.

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<sup>57</sup> Survey Report prepared by Christopher Williams, Commissioned Land Surveyor, Surveys and Mapping Division, NLA, under cover of letter dated July 6 2016, from the Commissioner of Lands, to the OCG.



**CHAIRMAN:** *As it is right now you are yet to have title in your name, daughter's name and your mother's name is that correct?*

**A:** *In my mother-in-law and my daughter.*

**CHAIRMAN:** *Let me repeat that. You are still awaiting to see title in your mother-in-law's name, your name and your daughter's name?*

**A:** *Awaiting title in my mother-in-law's name and my daughter's name.*

**CHAIRMAN:** *You paid the money but what you are expecting to see is title issued in your mother-in-law's name? Her name is Pauline Grey?*

**A:** *Grey.*

**CHAIRMAN:** *And also your daughter Kesha Alexander?*

**A:** *Yes.*

...<sup>58</sup>

**CHAIRMAN:** *As far as you have been advised from your attorney that is still pending?*

**A:** *Well, my attorney can...*

**CHAIRMAN:** *I really want you to answer. You could confer with her but I really want you to answer. What I am saying you could ask her and then just answer.*

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<sup>58</sup> Transcript of Proceeding for Mrs. Charlotte Alexander- Hayles dated May 16, 2016. Pages 1-2



*A: Yes, I am still waiting for it to be transferred. The transfer has been signed and the transfer tax has been paid.*

**CHAIRMAN: Forgive me for stretching across the table. This is a title in the name of Peter Taylor and Alfred Graham. You had not seen that before. Alfred Graham and Peter Taylor, you had not seen that before, Mrs. Hayles?**

*A: I have not seen it yet but my lawyer, we have been in dialogue about the title and I was told that the title was issued?*

***CHAIRMAN: Thank you. But just to be specific, that's the title in respect of Peter Taylor and Alfred Graham?***

*A: Right.*

***CHAIRMAN: I will just repeat what I just said earlier. You are awaiting the title, Certificate of Title which is going to reflect...***

***MRS. WHITTINGHAM: Can we confer for moment?***

**CHAIRMAN: Go ahead.**

**A: Because of all the – can I elaborate to get to the point?**

**CHAIRMAN: Please.**

**A: Because of all the confusion and everything with the land and the whole thing with Hanover, I decide...**

**CHAIRMAN: You must be a little clearer with that; the confusion in Hanover. You mean the OCG investigation?**



**A: The difficulties I have been having with the plaza land, after the title was issued to Mr Taylor, I sold the plaza. It is not yet sold, it is in the process of being sold. Not yet sold but it is in the process of being sold. My lawyer is the person who is handling the sale.**

**CHAIRMAN: So there is a sales agreement in existence.**

**A: A sales agreement exists right now, so it is nominatory, the title goes straight to the person who I am selling to.**

**CHAIRMAN:** *Who is it that you are selling to now?*

**A: Chen; wife, husband and son with the last name Chen**<sup>59</sup> (OCG Emphasis)

The copy Certificate of Title which was shared with Mrs. Alexander-Hayles is registered at **Volume 1495 Folio 141** of the Registered Book of Titles and was issued to Mr. Peter Wellesley Taylor and Mr. Alfred G. Graham, on November 16, 2015. The mentioned Certificate of Title relates to the parcel of land on which the *‘Just One Plaza’* is constructed.

At an OCG hearing which was convened on May 16, 2016, Mrs. Mary Thwaites-Wittingham, Attorney-at-Law, appeared with Mrs. Charlotte Alexander- Hayles, who she represents in the purchase and sale of the referenced property in Orange Bay, Hanover. In regard to the sale of the said property Mrs. Thwaites-Wittingham, during the discourse, though not under oath, indicated, *inter alia*, as follows:

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<sup>59</sup> Transcript of Proceeding for Mrs. Charlotte Alexander- Hayles dated May 16, 2016. Pages 2-4



**“CHAIRMAN:** *What I find interesting is that - and why I have directed it at you and not your client, is because she has indicated that because of what is happening in Hanover and she hasn't said in the OCG investigation that the property that is subject to an investigation up to last year, it is being divested, sold to someone else.*

**MRS. WHITTINGHAM:** *I will have to double check the exact date the negotiations began and the actual date of the signing of the agreement for sale, but this is subject to the fact that the title has been issued and the fact that we expect the ownership, I believe, is settled certainly by the Registrar of Titles and in that regard I did not advise my client that the issue of ownership still remained, given that the root of title had been examined by the Referee of Titles and a title issued by the Registrar of Titles and the documentation sufficiently proved the ownership in that respect.*

**CHAIRMAN:** *But the Referee of Titles who is entitled by law to do what he is doing doesn't really touch and concern us here. I am addressing you, Counsel.*

**MRS. WHITTINGHAM:** *Yes, sir.*

**CHAIRMAN:** *We are here in terms of approval processes whether...*



*CHAIRMAN: I am trying to indicate that the jurisdiction of the Office of the Contractor General is not that of the Referee of Titles who is deeming ownership. As has been indicated from the outset of this investigation, it is with regards to the approval processes; licences that were issued, permits that were issued. That is my jurisdiction and if in fact it is government land or it is not, I still have jurisdiction because licences and permits are issued there.*

*MRS. WHITTINGHAM: I understand that but I don't believe that the issue— first of all I think that what Mrs. Alexander-Hayles is referring to in terms of the difficulties is with the difficulties with having obtained the approvals. I don't think it is with respect to the Contractor General's investigation when she refers to the difficulties which is why she would want to part with the property. Now I do not believe that the sale of the land, if there is a registered title while your jurisdiction remains untroubled in terms of the licences and the permits, would be affected with a sale in that the question would remain and your investigation would be, I believe, untroubled by any finding in terms of— whatever the outcome of the investigation is, in terms of whether there is any irregularity*



**over the permits and licenses. This speaks to the root of title. Anything having to do with the title would speak to the root of title, the satisfaction of the Registrar and the Referee in terms of the fact that this land as it exists on the ground is rightly belonging to Mr Taylor and Mr Graham, and that they would have then had a right to sell it to Mrs. Alexander's daughter and mother-in-law. I mean, I am prepared to expound with some arguments if necessary on why I don't see the – how one would prevent the other; how it prevents the pursuance of your investigation, with all due respect.**

***CHAIRMAN:*** *And that's why I started by saying that an easier way for me to do it is just to lodge a caveat. At this time that would be an easier way to do it, to stop everything because your opinion as to what your legal advice is, is different from my Terms of Reference or what I had indicated was the reason for my investigation. No one else can determine that.”*<sup>60</sup> (OCG Emphasis)

Upon the disclosure by Mrs. Alexander-Hayles that the ‘Just One Plaza’ was being sold, the Contractor General requested a copy of the Agreement for Sale. In response to the request, Mrs. Alexander-Hayles provided the OCG with a Form of Declaration dated July 1, 2016, in addition to a letter dated May 26, 2016. The Declaration of ‘Charlotte Alexander’ stated *inter alia*, as follows:

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<sup>60</sup> Transcript of Proceeding for Mrs. Charlotte Alexander-Hayles dated May 16, 2016. Pages 4-7



*“I acknowledge that I attended the judicial hearing of the Contractor General on May 16, 2016, but I must clarify that I was not required to submit the Agreement for Sale during the hearing. I disclosed to the Contractor General that to my knowledge, the title would not be issued in the names of Kesha Gaye Alexander and Pauline Grey because it was being sold to an independent party. I was then asked the names of the purchasers and asked to provide a copy of the Agreement for Sale at a later date. I agreed to do so, but after the hearing, I checked my files and records I realized that I was not in possession of a copy of the Agreement for Sale. That I am neither the Vendor nor purchaser in that Sale. That the initial time in which I was asked to provide the documentation was unreasonable and I was unable to comply with the request as I did not have the document in my possession, nor did I have an opportunity to consult with my attorney given that she was outside of the jurisdiction. I wrote to the Contractor General to explain that I did not have a copy of the Agreement and to request an extension so that I would have the opportunity to consult with my Attorney in a letter dated May 26, 2016.”*<sup>61</sup>

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<sup>61</sup> Form of Declaration of Charlotte Alexander-Hayles, dated July 1, 2016. Paragraph 1



Of note, on the application of the Contractor General, a Registrar's Caveat was lodged on June 17, 2016, against Volume 1495 Folio 141, being the property on which the 'Just One Plaza' is situated, to preserve the *status quo*, and to prevent any further dealings with the property. Additionally, a Caveat was also lodged on June 17, 2016, against Volume 1160 Folio 761, the parcel of land on which the 'Resort' at Cousins Cove is situated.

It is important to highlight that when the sale of the referenced property is finalised to the nominated purchaser and the legal title passes to the 'new purchaser', there would be no record of the ownership of 'Dr. Kesha Gaye Alexander' and Mrs. Pauline Gray on the face of the Certificate of Title.

The following are photographs of the 'Just One Plaza' which is located in Orange Bay, Hanover:

**Photograph No.1**



**Photograph No. 2**





## Approvals from State Entities for Planning and Building Permission for ‘Just One Plaza’

A general prerequisite for the issuance of planning and building permit for commercial development(s) by the Parish Councils is the prior approval of the requisite state agencies such as the Jamaica Fire Brigade, NEPA, NWA, amongst others.

In light of the aforementioned requirement, the development of the ‘Just One Plaza’ required the prior approval of the NEPA, the Jamaica Fire Brigade and the NWA. In relation to NEPA’s approval, this was evidenced in a letter dated February 20, 2012, from Ms. Frances Blair, for the Chief Executive Officer, National Environment and Planning Agency (NEPA), which advised ‘*Just One Services*’ as follows:

**“Re: Application for a Permit Under Section 9 of the Natural Resources Conservation Authority (NRCA) Act, 1991, in respect of Detail planning application for the construction of a shopping centre Orange Bay Square-Hanover.”**

*The Natural Resources Conservation Authority (NRCA) Permit and Licence System came into effect on January 1, 1997. The Natural Resources (Prescribed Areas) (Prohibition of Categories of Enterprise, Construction and Development) Order, 1996 sets out the categories of activities (enterprise, construction or development) which require a permit under Section 9 of the NRCA Act (1991). **In this regard, the above-***



*mentioned development/enterprise will require a permit.*”<sup>62</sup> (OCG Emphasis)

Further, the OCG makes reference to a letter dated February 8, 2012, from Mr. Winston Hartley, Manager, Development Control and Physical Planning, NWA and Mr. Patrick Rose, Director, Planning and Research, for the Chief Executive Officer, NWA, to The Government Town Planner, NEPA, which stated , *inter alia*, the following:

*“With reference to your letter with application dated 25<sup>th</sup> November 2011, received 28<sup>th</sup> November 2011 regarding the above, I am to advise that after careful review of the proposal, this Agency is unable to complete the processing of the application until the following information are submitted:*

- 1. A revised site plan...*
- 2. The safe interception and disposal of surface drainage/storm water runoff from the development within the site by means of cross drain at the vehicular ingress/egress point and channel to the proposed soak away pit.”*<sup>63</sup>

Further to the aforementioned letter of February 8, 2012, the NWA, by way of a letter dated April 24, 2012, stated, *inter alia*, the following:

*“Further to our letter dated 8<sup>th</sup> February 2012 and revised site and surface*

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<sup>62</sup> Letter dated February 20, 2012 from Ms. Frances Blair, for the Chief Executive Officer, National Environment and Planning Agency (NEPA) to ‘Just One Services’.

<sup>63</sup> Letter dated February 8, 2012, from ‘Winston Hartley, Manager Development Control and Physical Planning, National Works Agency (NWA) and Patrick Rose, Director, Planning and Research, for the Chief Executive Officer, NWA, to The Government Town Planner, National Environment and Planning Agency.



*drainage/storm water runoff plan received 20<sup>th</sup> April 2012 regarding the above; we are to advise that after careful review of the proposal this Agency offers no objection to **APPROVAL** being granted subject to the following conditions:*

1. **The proposed building should be used specifically for the purpose as supermarket and nine (9) shops and any change in the use for other activities should be subject to approval by the relevant authorities.**

...

3. *The 27.6m and 10.5m setback from the property boundary along the Main Road leading to Santoy and Negril respectively should be from the eave or parapet of any building.*

...

6. *A minimum of twenty-four (24) parking spaces 5.48m x 2.44m in size, with a 6.1m wide driveway for maneuvering should be provided within the site as illustrated on site plan (sheet# 1 date stamped by the National Works Agency 20<sup>th</sup> April 2012).*

...

8. *The Parish Manager, NWA and Superintendent of Roads and Works, Hanover Parish Council should inspect and monitor construction of the parking, driveway and vehicular ingress/egress layout at 25%, 50%, and 75% intervals and on*



completion, confirm approval in writing to the Chief Executive Officer, NWA, Secretary/Manager, Negril Green Island Area Local Planning Authority and the Secretary/Manager, Hanover Parish Council respectively.

9. Absorption pits should be constructed instead of soakaway pits with an internal diameter of 3.05m and minimum depth of 3.66m.

...

16. There should be no occupancy of the building or operation of any activity until the surface drainage/ storm water works are completed to the satisfaction of the Chief Executive Officer, NWA, Secretary/Manager, Negril Green Island Area Local Planning Authority and the Secretary/Manager, Hanover Parish Council respectively.

17. **There should be no further development on the site without the consent of the Chief Executive Officer, National Works Agency.”**

<sup>64</sup> ( OCG Emphasis)

Mrs. Judy McKenzie-Lawrence, during a hearing on April 30, 2015, indicated, *inter alia*, the following to the OCG, as it regards the prior NWA approval:

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<sup>64</sup> Letter dated April 24, 2012, from Winston Hartley, Manager Development Control and Physical Planning, National Works Agency (NWA) and Patrick Rose, Director, Planning and Research, for the Chief Executive Officer, NWA, to The Government Town Planner, National Environment and Planning Agency.



*“CHAIRMAN: I am going to show you a letter from the National Works Agency dated the 24th of April 2012, it is addressed to the Government Town Planner at NEPA and it is copied to the Hanover Parish Council, Secretary Manager 24th of April 2012, were you there then?”*

*A: No.*

*CHAIRMAN: And it also to the Secretary Manager Negril Green Island Area Local Planning Authority, it indicates in summary that the NWA had no objection to approval being granted subject to some conditions being satisfied. I will just ask you to look at the letter, if you can't speak it, please there are about five items listed about conditions that ought to be satisfied, can you say whether or not those have been done?”*

*A: Those are for the nine shops? I don't know you have to speak to the engineers regarding this, but I do know that there was some issue with parking spaces. So maybe it is not on this because there were nine shops at the time, but now that it is twenty something shops the issue now develops with the parking, because there is not adequate parking there for that structure.*<sup>65</sup>

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<sup>65</sup> Transcript of hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2016. Page 22



Mr. Errol Mowatt, Commissioner, Jamaica Fire Brigade, advised the OCG, by way of his response dated April 20, 2015, *inter alia*, as follows:

*“The Jamaica Fire Brigade did not receive an application for approval from ‘Just One Services Limited’ for:*

*(a) The construction of a property at Lances Bay, Hanover*

*(b) The construction of the ‘Just One Plaza’ in Orange Bay, Hanover.”<sup>66</sup>*

Notwithstanding the assertions of the Jamaica Fire Brigade, Mrs. Judy Lawrence-McKenzie, on April 30, 2015, stated *inter alia*, as follows in that regard:

“ ...

*A: I am answering the question and I am just explaining it to you. **The conditions of approval that is given must have comments from all agencies, so I don't understand why it didn't go to fire. The Fire Department send comments so that means two copies of the drawing would have to be - - in fact three copies of the drawing would have to be sent to Fire Department,** because of where the building is NWA would have to be a part of it and health would have to be a part of it because all the comments and because of where it is again you would have to get comments from NEPA.*

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<sup>66</sup> Response dated April 20, 2015, from Mr. Errol Mowatt, Commissioner, Jamaica Fire Brigade to the OCG. Response #1.



**CHAIRMAN: Okay. The Fire Department have said that they have nothing on file.**

*A: I would have to go back and check because I don't understand why it wasn't sent to fire. Normally when the drawings come the planning department send it to fire and health.”<sup>67</sup>*

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<sup>67</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 21-22



## Resort-Cousins Cove, Green Island, Hanover

In relation to the property located at Cousins Cove, Hanover, the following four (4) applications for planning and building permission were submitted to the HPC:

1. An application dated December 5, 2012, was submitted by Mrs. Charlotte Alexander on even date for “*dwelling... situated...lot #23 Cousins Cove, Hanover Residential Development*”.
2. An application dated, March 26, 2014, was submitted by Mr. Kesmore Rattary, on behalf of Mr. Charlotte Alexander-Hayles, in relation to “*plans for...Resort Development situated. Lot# 23 Cousins Cove*”.
3. An application dated May 19, 2014, was submitted by Mr. Kesmore Rattary, on behalf of Mrs. Charlotte Alexander-Hayles, in respect of “*plans for...Resort situated Cousins Cove...for developments at Lot 23, 24 & 25 (Resort)*”.
4. An application dated May 26, 2014, was submitted by Mr. Kesmore Rattary, on behalf of Mrs. Charlotte Alexander-Hayles, in respect of a “*Residential*<sup>68</sup>...*Building situated...Lot # 24, Cousins Cove*”.

In relation to the applications listed above, the applicant in all instances was Mrs. Charlotte Alexander- Hayles, with the listed address of Green Island P.O, Hanover. Additionally, the contact details for Mr. Kesmore Rattary was placed under section III (Professional Information) for the applications listed at numbers two (2) to four (4) above. Of note, this section is reserved for “... (*Architects, Engineers, Building Practitioners. Urban Planners etc.*)

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<sup>68</sup> Upon the OCG’s review of the document it was observed that aspects of the handwritten text were illegible.



**The application dated May 19, 2014, was submitted with a letter of authorisation which was dated May 19, 2014, under the signature of ‘Charlotte Alexander’, permitting Mr. Kesmore Rattary to conduct business on her behalf. The referenced letter was stamped May 19, 2014, by the HPC.**

‘Charlotte Alexander’ indicated in her May 19, 2014, application to the HPC that lots Twenty Three (23), Twenty Four (24) and Twenty Five (25) Cousins Cove, Hanover, were intended for the development of the Resort. The referenced lots were stated to have been purchased from ‘Pauline Holgate’ and ‘Gerhard Hojan’:

<b>Table 4</b>			
<b>PARTICULARS OF OWNERSHIP OF THE LOTS 23, 24 AND 25, COUSINS COVE, HANOVER</b>			
<b>LOT #</b>	<b>Purchaser</b>	<b>Date</b>	<b>Particulars of the Sales Agreement</b>
<b>LOT 23</b>	Charlotte Alexander	August 21, 2012	Sales Agreement between <b>Pauline Hojan</b> and <b>Gerhard Hojan</b> (Vendors) and <b>Charlotte Alexander</b> (Purchaser) for Lot #23 Cousins Cove, Hanover in the amount of Thirty Five Thousand United States Dollars (US \$35,000.00). <sup>69</sup>
<b>LOT 24</b>	Pauline Gray	August 21, 2012	Sales Agreement between <b>Pauline Hojan</b> and <b>Gerhard Hojan</b> (Vendors) and <b>Pauline Gray</b> (Purchaser) for Lot #24 Cousins Cove, Hanover, in the amount of Thirty Five Thousand United States Dollars (US \$35,000.00). <sup>70</sup>
<b>LOT 25</b>	Charlotte Alexander	August 2012	Sales Agreement between <b>Pauline Holgate</b> and <b>Gerhard Hojan</b> (Vendors) and <b>Charlotte Alexander</b> (Purchaser) for Lot #25 Cousins Cove Plantation, Hanover. In the amount of Two Hundred Thousand United States Dollars (US \$200,000.00). <sup>71</sup>

<sup>69</sup> Sales Agreement between Pauline Hojan and Gerhard Hojan (Vendors) and Charlotte Alexander(Purchaser)

<sup>70</sup> Sales Agreement between Pauline Hojan and Gerhard Hojan (Vendors) and Pauline Gray (Purchaser).

<sup>71</sup> Sales Agreement between Pauline Holgate and Gerhard Hojan (Vendors) and Charlotte Alexander (Purchaser)



The OCG is in possession of a document which is entitled “***DECLARATION OF CHARLOTTE ALEXANDER***” dated March 21, 2013, and which was prepared in furtherance of lodging a Caveat against the parent title of the aforementioned parcel(s) of land<sup>72</sup>. Pursuant to the Black’s Law Dictionary, a Caveat is a warning or a proviso, when translated means ‘*Let him or her be aware*’.<sup>73</sup> The aforementioned declaration stated, *inter alia*, as follows:

*“That PAULINE HOJAN now known as PAULINE HOLGATE and GERHARD HOJAN are the owners of an estate in fee simple in possession of ALL THAT parcel of land part of COUSINS COVE PLANTATION in the parish of HANOVER being the lots numbered TWENTY THREE TWENTY FOUR AND TWENTY FIVE in the parish of HANOVER and being part of the land comprised in certificate of title registered at Volume 1160 Folio 761 ...*

*That on August 21, 2012 the said PAULINE HOJAN now known as PAULINE HOLGATE and GERHARD HOJAN executed agreements for sale in respect of lots Twenty Three, Twenty Four and Twenty Five an application to purchase form in my favour and the sum of TWENTY SEVEN THOUSAND UNITED STATES DOLLARS (US\$27,000.000) the Jamaican Dollar Equivalent being TWO MILLION ONE*

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<sup>72</sup> Lands registered at **Volume 1160 Folio 761**

<sup>73</sup> The Black’s Law Dictionary, Bryan A. Garner, Editor in Chief, Ninth Edition, 2009.



*HUNDRED AND SIXTY THOUSAND DOLLARS (\$2,160,000.00) was paid to them as and a copy of the said sale agreements are attached.*

*That the said Time for completion of the sale has passed and splinter titles are not yet available”<sup>74</sup>.*

Of note, on March 25, 2013 at 03:41:21 PM, Mrs. Charlotte Alexander-Hayles lodged a Caveat against the registration of any change in the proprietorship or any dealing with the property registered at **Volume 1160 Folio 761**. The referenced Caveat which bore the Instrument Number ‘1814054’ was lodged.

Clause Five (5) of the Special Conditions of the ‘Agreement for Sale’ for Lot 25, Cousins Cove, Hanover, explicitly stated that a Caveat was lodged against the referenced property. The instant Caveat stated, *inter alia*, as follows:

*“That the Purchaser is aware that there is a Caveat (Caveat No. 1300573) endorsed on the Certificate of Title registered at Volume 105 Folio 37 (Volume 1160 Folio 761), which includes the subject Lot #25, of the Register Book of Title, the subject property of this Agreement, and has agreed to purchase the said property.”<sup>75</sup>*

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<sup>74</sup> **“DECLARATION OF CHARLOTTE ALEXANDER”** which was dated March 21, 2013.

<sup>75</sup> Clause Five (5) of the Special Conditions of the ‘Agreement for Sale’ for Lot 25, Cousins Cove, Hanover



Having regard to the purchase of the mentioned parcels of land, the OCG directed the following question to Mrs. Alexander-Hayles, during a hearing which was convened on April 22, 2015, by the OCG:

*“OCG OFFICER: Mrs Hayles, with regard to your equitable interest in Lots 23 and 25 Cousins Cove proper could you state whether the sale was undertaken on behalf of the estate of Mr. [Hojan] or personally? I am not aware whether or not he is alive or deceased.”*

**A: He is deceased but his wife is – we have been in contact with his wife.”**<sup>76</sup> (OCG Emphasis)

The OCG considers it prudent at this juncture to point out the following observations noted on the Agreements for Sale for Lots twenty-three (23) and twenty-five (25), Cousins Cove, Hanover:

**Lot 25 Cousins Cove, Hanover**

Upon a perusal of the Agreement for Sale for lot 25, Cousins Cove, the OCG notes that Mr. Franz C. Jobson, as instructed by ‘*JOBSON WADSWORTH THOMPSON FONTAINE Attorneys-at-Law*’ was the Attorney-at-Law with carriage of sale for the property. The OCG also noted that the date of the Agreement for Sale which appeared on the document was incomplete. **Schedule A** of the referenced Agreement indicated, *inter alia*, as follows:

*“DATE OF AGREEMENT: The            day  
of August    2012*

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<sup>76</sup> Transcript of Hearing for Mr. Charlotte Alexander- Hayles dated April 22, 2015. Page 39



***Vendors: PAULINE HOLGATE, formally  
known as Pauline Hojan  
100 Apache Street, Lehigh Acres  
Florida 33936  
United States of America***

***GERHARD HOJAN  
100 Apache Street, Lehigh Acres  
Florida 33936  
United States of America***

***PURCHASER: CHARLOTTE  
ALEXANDER  
Accountant /Senior Vice President Finance  
Administration  
\*\* Hopefield Avenue  
Kingston \*  
TRN \*\*\* \*\*77 \*\*78***

Of note, the Agreement for Sale was stated to have been duly executed by ‘*GERHARD HOJAN*’, ‘*PAULINE HOLGATE*’ and ‘*CHARLOTTE ALEXANDER*’ and witnessed thereto. Also, the signatures of the vendors were purportedly notarised, by affixing the stamp of a Notary of Public in the State of Florida. The referenced stamp bore the following inscription:

***“Jo-Ann BUSSIERE  
Notary Public-State of Florida  
My Comm. Expires Feb 12, 2015***

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<sup>77</sup> \*Details withheld for security purposes.

<sup>78</sup> Schedule A of the Agreement for Sale of Lot 25.



*Commission # EE 36128*

*Bonded Through National Notary Assn.*<sup>79</sup>

**Lot 24 Cousins Cove, Hanover**

The captioned Agreement for Sale for lot 24 Cousins Cove indicated, *inter alia*, as follows:

***“VENDOR: MRS. PAULINE HOJAN (SSN :\*\*\*-\*\*\*-\*\*\*) & Mr. GERHARD HOJAN (SSN :\*\*\*-\*\*\*-\*\*\*), Business persons of \*\*\* Apache Street, Lehigh Acres, Florida 33936, United States of America.”***

***PURCHASER:***

***CARRIAGE OF SALE: Jobson Wadsworth Thompson Fontaine, Attention: MR. FRANC JOBSON, 92 Harbour Street, Kingston.”***<sup>80</sup>

The OCG also notes that the instant Agreement for Sale was incomplete, as the particulars for the Purchaser were not included. Further, the Agreement for Sale which was dated August 21, 2012, was purportedly signed by ‘Pauline Hojan’ and ‘Gerhard Hojan’ was not notarised or witnessed as in the case of Lot 25. The signature of the Attorney-at-Law was also not affixed.

**Lot 23 Cousins Cove, Hanover**

The Schedule of the Agreement for Sale for Lot 23 Cousins Cove, indicated, *inter alia*, as follows:

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<sup>79</sup> Ibid

<sup>80</sup> Agreement for Sale for Lot 24 Cousins Cove.



**“VENDOR: MRS PAULINE HOJAN (SSN :\*\*\*-\*\*\*-\*\*\*) & Mr. GERHARD HOJAN (SSN :\*\*\*-\*\*\*-\*\*\*), Business persons of \*\*\* Apache Street, Lehigh Acres, Florida 33936, United States of America.**

**PURCHASER** ”

**CARRIAGE OF SALE: Jobson Wadsworth Thompson Fontaine, Attention: MR. FRANC JOBSON, 92 Harbour Street, Kingston.<sup>81</sup>**

The document which was dated August 21, 2012, was purportedly signed by ‘*Pauline Hojan*’ and ‘*Gerhard Hojan*’. The signatures of the vendors were not notarised or witnessed. There was no name or signature for the purchaser indicated on the Agreement for Sale.

The OCG is in possession of two (2) sets of Agreements for Sale for lots twenty-three (23), twenty-four (24), and twenty-five (25) Cousins Cove, Hanover. The OCG’s review of the referenced sets of documents revealed certain anomalies in the manner and form in which the Agreements were executed. It is important to highlight that one (1) batch of the Agreements for Sale was submitted in support of the Caveat Application which was signed by Mrs. Charlotte Alexander on March 21, 2013. The other batch was submitted to the Hanover Parish Council in support of the application for planning and building permission for the Resort.

The following table indicates the anomalies which were observed in the Agreements for Sale for Lots twenty-three (23) and twenty-four (24) Cousins Cove, Hanover.

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<sup>81</sup> Agreement for Sale for Lot 23 Cousins Cove.



<b>Table # 5</b>	
<b>Agreements for Sale submitted in support of a Caveat application (Lots 23 and 24 Cousins Cove)</b>	<b>Agreements for Sale submitted to the HPC (Lots 23 and 24 Cousins Cove)</b>
Agreement for Sale appears to be a draft document; the particulars of the Purchasers were missing.	'Charlotte Alexander' was indicated as the Purchaser for Lot 23 Cousins Cove. 'Pauline Gray' was stated as the Purchaser of Lot 24.
The signature of Vendors: 'Pauline Hojan' and 'Gerhard Hojan' were <b>not</b> notarised or witnessed.	The signatures of the Vendors: 'Pauline Hojan' and 'Gerhard Hojan' were notarised.
The signature of 'Gerhard Hojan' which appears on the Agreement for Sale for Lot 23 differs from that which appears on the Agreement for Sale for Lot 24 although both Agreements bore the same date.	The signature of 'Gerhard Hojan' which appears on the Agreement for Sale for Lot 23 differs from that which appears on the Agreement for Sale for Lot 24 although both Agreements bore the same date.

It is interesting to note that the Agreement for Sale which was prepared in respect for Lot 25 was duly executed by the purchaser Mrs. Charlotte Alexander-Hayles and the vendors Mr. Gerhard Hojan and Ms. Pauline Holgate (Hojan).

By way of a letter dated December 8, 2016, the Registrar of Titles/Director-Land Titles, NLA, settled the discourse on the matter with respect to the noted anomalies, with the documentation evidencing the sale of the parcel of land on which the 'Resort' is located and indicated, *inter alia*, the following:

*"1. The Sales Agreement must be impressed with government duties prior to the completion of the sale, that is, Transfer Tax 5% and Stamp duty 4% calculated on the value of the property. The fact that the Sales Agreement was not stamped at the date you reviewed same does not invalidate the sale. Tax Administration Jamaica will impose a*



*100% penalty on duties charged if the Sales Agreement is submitted to that Office later than a month after same is dated.*

*2. The Sales Agreement is not lodged at The Office of Titles as same is not deemed an instrument registrable pursuant to The Registration of Titles Act (RTA).*

***3. It is the standard practice to include particulars of the parties to the Sale in the Agreement. However, if same is excluded and a party is seeking to enforce said Agreement, secondary evidence may be used to prove the existence of the Contract and identify the parties involved.***

*4. A Sales Agreement evidences the contract for sale in writing. This satisfies the Statute of Frauds. It is the practice to have the Sales Agreement witnessed. However the aforementioned legislation does not insist upon same.*

*5. Section 4 Statute of Frauds states: "No action may be brought upon any contract for the sale or other disposition of land or any interest in land unless the agreement upon which such action is brought.....or some memorandum or note thereof is in writing ...signed by the party to be charged or by*



some other person by him legally authorised.”

6. Therefore the fact that the Sales Agreement is not witnessed would not invalidate the sale. The transfer instrument, however, must be witnessed (See Section 152 RTA). **Equitable interest in the property passes to the purchaser on the signing of the Sales Agreement. The legal interest remains with the registered proprietor until such time as a registrable instrument of transfer is registered on the Certificate of Title.**

7. It is accepted that a person’s signature varies depending on the circumstances, for example, if years elapsed between the execution of both documents, signing documents in haste etc. However, if there is a doubt as to whether the registered proprietor signed the documents, a handwriting analysis may be requested by a duly authorised Handwriting Expert.

8. **Documents submitted in support of a caveat per Section 139 RTA need only show a prima facie interest in land and need not meet the legal procedural requirements for registration under the RTA. Therefore, the Sales Agreement signed by the Registered Proprietor, though not witnessed and or**



*signed by the Purchasers evidences the owner's intention to sell which is sufficient to support a Caveat.*<sup>82</sup> (OCG Emphasis)

Anomalies Observed with the Application for the Construction of the Resort at Cousin's Cove

Having regard to the Agreements for Sale for Lots twenty-three (23), twenty-four (24), and twenty-five (25) Cousins Cove, Hanover, the foregoing concerns were identified by Mrs. Judy McKenzie-Lawrence, former Secretary Manager, HPC, during the course of an OCG hearing on April 30, 2015. The former Secretary Manager indicated, *inter alia*, as follows:

**"A:...**

*The Charlotte Alexander thing went to the meeting and it was approved and it came to me for the final thing, to sign the permit and the blueprint. I start signing the permits; I signed leave for 23 and 24 because I figured that everything was okay since it come. After I start signing the permit I signed one copy of the blueprint and then like my mind say to me, how you signing and you don't look, because normally I would look, so I stopped and went back through the documents that were presented as the criteria for me to signing this thing. **Now, I know about land, the Sale Agreement was from April 2012 and this was 2013, so I did not like the Sale***

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<sup>82</sup> Letter dated December 8, 2016, from Miss Cheriess Walcott, Registrar of Titles/Director, NLA-Land Titles, to the OCG.



Agreement, because on the Sale Agreement someone just wrote a name and wrote a lot number, it wasn't filled out so properly and I remember that I looked at the back of it and if you are an attorney for a vendor, the vendor's signature would have been witnessed by the attorney. I remember that one of the signatory who witnessed the purchase signature was a JP and I said then I don't understand this, there is a carriage of sale attorney, why it is the reason why he is not the one who is witnessing the purchaser signature, it is a JP witnessing the signature and another one was not signed. So I am not knowing that these persons admitting to do with anybody, just came to me, I don't know the person, I don't know the name, I just see Charlotte Alexander, so I wrote to Charlotte Alexander to ask her to send...

I wrote to Charlotte Alexander asking her to send a letter of permission from, because it was two lots 23 and 24, from the persons who are the owners of the other lot, because if you are going to be building on someone's lot you have to send permission.”<sup>83</sup>

In regard to the foregoing pronouncements made by Mrs. Judy McKenzie-Lawrence, the OCG has in its possession an **unsigned letter** dated February 6, 2015, which was prepared

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<sup>83</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 27-28



for the signature of Mrs. Judy McKenzie-Lawrence, and addressed to ‘Mrs. Charlotte Alexander’. The unsigned letter supports the aforementioned statements made by Mrs. McKenzie-Lawrence and was captioned, “**APPLICATION FOR CONSTRUCTION OF RESIDENTIAL DWELLING UNIT AT LOT 23 COUSINS COVE HANOVER.**” The referenced letter indicated, *inter alia*, the following:

*“I am directed to advise you that on February 5, 2013 the Council granted approval for the above mentioned development.*

*The following are attached:*

- 1 Building Permit*
- 2 Two (2) copies of plans appropriately endorsed.*
- 3 Two (2) forms of Notice of Intension [sic] to commence building operations.”<sup>84</sup>*

The OCG is also in possession of a document which is entitled “**HANOVER PARISH COUNCIL...COPY RESOLUTION PASED BY COUNCILON FEBRUARY 5, 2013.**” The referenced document which was appended to the unsigned letter of February 6, 2013, indicated, *inter alia*, as follows:

*“...planning permission and building permission respectively shall be and are hereby granted to **CHARLOTTE ALEXANDER FOR CONSTRUCTION OF RESIDENTIAL DWELLING AT LOT 23***

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<sup>84</sup> Unsigned Letter dated February 6, 2013, addressed to ‘Mrs. Charlotte Alexander’.



*COUSINS COVE, HANOVER as described  
in the drawings hereunto annexed... ”<sup>85</sup>*

Of note, the aforementioned document was not signed.

By way of a letter dated February 28, 2013, Mrs. McKenzie-Lawrence, wrote to ‘Charlotte Alexander’ advising, *inter alia*, as follows:

*“This is to advise that the Council has reviewed your application and in order to finalize approval of your building plans, the following are required:-*

- 1. Current tax receipts for both lots 23 & 24.*
- 2. Letter from the owner of Lot 24, Pauline Gray, granting you permission to build on the property.*
- 3. Letter from the Carriage of Sale Attorney Mr. Franc Jobson giving an update on the transaction including the completion date, for both properties. This letter should be addressed to the undersigned.*

*You are hereby given fourteen (14) days to submit same, failure to respond within the specified time could result in the Council refusing your application.”<sup>86</sup>*

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<sup>85</sup> **HANOVER PARISH COUNCIL...COPY RESOLUTION PASSED BY COUNCIL ON FEBRUARY 5, 2013**

<sup>86</sup> Letter dated February 28, 2013, from Mrs. Judy McKenzie-Lawrence, to ‘Charlotte Alexander’.



The OCG is also in possession of another letter which was dated April 2, 2014, from Mrs. Judy McKenzie-Lawrence, and addressed to ‘Mrs. Charlotte Alexander’ which indicated, *inter alia*, the following:

*“The Council acknowledges the receipt of the above mentioned application; however based on the fact that an earlier application was made for the said two (2) lots, the Council would be grateful if you would supply us with a copy of the subdivision plan along with resolution. We do not seem to have a copy in house; this is needed to ascertain the conditions of approval as the tax receipts advised that the property in question is approximately 51 acres.*

*Also note that the following information is still outstanding and is required in order to facilitate further processing:*

- 1. One Copy of Surveyors Diagram / Report*
- 2. Letter from the owner Pauline Gray granting you permission to build on the property (based on sales agreement dated 21<sup>st</sup> of April 2012*
- 3. Copies of sheet with Fire Concept for building plan.*
- 4. Two (2) additional sets of building plans*



5. *Tax Registration Number (TRN) of Applicant*".<sup>87</sup> (OCG Emphasis)

Having regard to the foregoing, the OCG has seen a copy of the following documents, which were retained from the HPC:

- i. Property Tax Receipts dated March 25, 2014 and March 16, 2015 in the amounts of \$354,500.00 and \$1,089,905.00 respectively;
- ii. A copy of the Surveyor's Diagram of Lots 23 and 24 Cousins Cove, Hanover, which was purported to have been prepared by Mr. Andrew Bromfield, Commissioned Land Surveyor;
- iii. Authorisation letters from Mrs. Pauline Gray dated May 1, 2014; and
- iv. Letter dated May 13, 2014, from Mr. Franz C. Jobson, Attorney-at-Law, to the HPC, advising of the purchase of lot 25 by 'Charlotte Alexander and Lots 23 and 24 by 'Pauline Gray'.

During the course of an OCG hearing which was convened on April 30, 2015, Mrs. Judy McKenzie-Lawrence, indicated, *inter alia*, as follows:

*“ CHAIRMAN: Just a minute. I am going to let you have a copy while I read. “Copy resolution passed at a meeting of the Town and Country Planning Committee held on the 23rd of April 1992.*

*Whereas on the 6th April 1989, H.G. Campbell Commissioned Land Surveyor, whose postal address P.B. [sic] Box, 124, filed an application dated April 6, 1989, with the Hanover Parish Council under Section 5*

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<sup>87</sup> Letter dated April 2, 2014, from Mrs. Judy McKenzie-Lawrence, to 'Mrs. Charlotte Alexander'.



(1) of the Local Improvement Act for the subdivision of Lands part of Cousin's Cove in the parish of Hanover consisting of 51A -2R-7.1 P into forty three (43) lots for residential lots.

And WHEREAS the said lands are not adjoining adjacent to any part of the foreshore of the island". And it goes on. I just turn your attention to number 23.

...

**CHAIRMAN:** 23 says in keeping with...

**A:** Yes, I have this document.

**CHAIRMAN:** In keeping with agreement reached the developer, Lot 24 shall be reserved for community purpose and shall be transferred free of cost with registered title to the Council. You are aware of this?

**A:** Yes, I am trying to explain how we became aware of this document.

...

**A:** Yes, we found out that there was a subdivision.

**CHAIRMAN:** Now, in respect of this, are you aware also that the resort at Cousin's Cove has been built on lot 24?

**A:** That is what I was telling you earlier. Yes sir.



**CHAIRMAN: You would agree with me that lot 24 is Parish Council land?**

**A: Lot 24 is the green space to be transferred to the Parish Council for the citizens.**<sup>88</sup> OCG Emphasis

The OCG was provided with a copy of the aforementioned document which is entitled ***“COPY RESOLUTION [PASSED] AT A MEETING OF THE TOWN AND COUNTRY PLANNING COMMITTEE HELD ON 23RD APRIL, 1992:”*** (Subdivision Approval) by Mr. Ian Hayles during a hearing which was conducted by the OCG on April 20, 2015. The plan indicated, *inter alia*, that ‘H. G Campbell’ made an application for subdivision approval on behalf of ‘Jerry Hojan’ in April 1989, for the parcel of land to be subdivided into forty-three (43) lots. The Resolution was duly executed on 10/9/92 by the then Secretary Manager and a Councillor of the HPC.

Clause 23 of the referenced Resolution stated as follows:

**“In keeping with agreement reached with the developer, lot #24 shall be reserved for Community Purpose and shall be transferred free of cost with Registered Title to the Council”** (OCG Emphasis)

By way of a hearing which was conducted by the OCG on April 30, 2015, Mrs. Judy McKenzie-Lawrence, indicated, *inter alia*, as follows:

***“CHAIRMAN: Just a minute. I am going to let you have a copy while I read.  
“Copy resolution passed at a meeting of the***

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<sup>88</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 29-31



***Town and Country Planning Committee  
held on the 23rd of April 1992.***

*Whereas on the 6th April 1989, H.G. Campbell Commissioned Land Surveyor, whose postal address P.B. [sic] Box, 124, filed an application dated April 6, 1989, with the Hanover Parish Council under Section 5 (1) of the Local Improvement Act for the subdivision of Lands part of Cousin's Cove in the parish of Hanover consisting of 51A -2R-7.1 P into forty three (43) lots for residential lots...*

***A: We were not aware that there was a subdivision. So when I wrote to Charlotte Alexander to tell her to send me permission from the owner of the other lot, because one was hers and one was in the others name. I wrote to the attorney that he is to tell me when this thing is going to be finalised, all this time we are not aware of the subdivision, because when the subdivisions were done we did not have the system name AMANDA where you could track the things and I think the planner is new and she wasn't aware of it either. I didn't get a response from her. I called the attorney and he said because he was only copied the letter he did not know he should respond.***

***CHAIRMAN: That is Franz Jobson?***



*A: Right, and he responded to say that -- I asked him when this transaction would be finished and he said it would have been finished by the end of 2013, when another application came in for lot 23, 24 and 25 and I refused to accept it. Mr. Hayles called Deon Jemmings [sic] at the ministry telling her that...”*

*CHAIRMAN: How you know that?*

*A: Deon called me.*

*CHAIRMAN: Mrs. Jemmings [sic].*

*A: Mrs. Jemmings [sic] called me and asked me what is happening that she is getting a call from the Member of Parliament stating that I am not allowing the parish council to get money because **I refuse to take the plan, so I say to the officers, okay take it and we are not going to do anything with it.***

*CHAIRMAN: Take what?*

*A: We refused to accept the application. So he used the monetary part of it because this is a poor council to saying that I am not accepting it so the Council is losing money. So I said alright officers take it, the application, we took the application, when we looked at it we realised it was lot 23 and 24 again. So I wrote again to Charlotte **Alexander to state that an application already came in for...***

***CHAIRMAN: You have that letter?***



A: Yes sir, an application already came in for 23 and 24 and we are not aware, we need to get conditions of approval for the lots for to us see [sic] if what the condition states, because the condition will state that you cannot put more than one house on a lot and she did not answer the letter but somebody brought us the copy of the subdivision.

CHAIRMAN: This document that I just read from?

A: Yes and then we went to research and we say oh a subdivision exists [sic], we went to research and we realised that on the 18th of...

CHAIRMAN: Funny enough it was Mr. Hayles who gave us this document.

A: That is what I am telling you and he is not supposed to have it because he is not the sub divider.

...

A: Okay. When we went and found the application we realised that on the 18th of June 2004, a copy of the document was delivered to Francis Tulloch.

CHAIRMAN: 18th of June?

A: 2004 because it is a old file, see it here. We realise that somebody wrote and said one copy of plan delivered to Francis Tulloch. So we said oh.



**CHAIRMAN: That is the former  
Member of Parliament?**

**A: Maybe this is how he got the  
subdivision, because we just wrote the letter  
but he is not supposed to have the  
subdivision. He is not the developer.”<sup>89</sup>**

(OCG Emphasis)

Interestingly, Ms. Felicia Wiltshire, Manager, Corporate Legal Services, National Land Agency, advised the OCG on April 27, 2015, of *inter alia*, the following:

*“Kindly be advised that the National Land Agency is not in possession of (a) a Subdivision Approval issued by the Hanover Parish Council on August 31, 1992 and (b) a Subdivision Plan for the parcel of land registered at Volume 1160 Folio 761 of the Registered Book of Titles, part of Cousins Cove in the parish of Hanover.*

*Kindly be advised further that the National Land Agency is also not in possession of Splinter Titles which were issued pursuant to Volume 1160 Folio 761 of the Registered Book of Titles, part of Cousins Cove in the Parish of Hanover.”<sup>90</sup>*

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<sup>89</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Page 29-34

<sup>90</sup> Letter dated April 27, 2015, from Ms. Felicia Wiltshire, Manager, Corporate Legal Services, National Land Agency to the OCG,



Mrs. Mary Thwaites-Wittingham, the Attorney-at-Law for Mrs. Charlotte Alexander-Hayles, stated, *inter alia*, the following during an OCG hearing which was held on May 16, 2016<sup>91</sup>:

*“CHAIRMAN: Now the agreement for sale for Cousins Cove, who prepared it? Those documents are complete agreement for sale?*

*A: You mean in terms of registered and those things?*

*CHAIRMAN: In terms of – do you remember at least one of the lots had a condition that upon the creation of a development plan one of the lots would remit to the Parish Council?*

*A: Right.*

*CHAIRMAN: And you remember there was some transaction in that regard and purchase of the lots. I am asking if a sales agreement was prepared in terms of the acquisition of that land?*

*A: Yes, it was.*

*CHAIRMAN: Counsel, have we received a copy of that agreement?*

***MRS. WHITTINGHAM: Yes, you have. I have issue with those agreements and I can't do anything about them based on the pending investigation but when they were brought to me I recognized that they***

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<sup>91</sup> The pronouncements which were made by Mrs. Mary Thwaites-Wittingham, the Attorney-at-Law for Mrs. Charlotte Alexander –Hayles were not made under oath.



**are not complete in terms of what I would require as an attorney for a proper conveyance to takes [sic] place. They were prepared by, I told, Franz Jobson who acts for the registered title holder of that property. However, there is a lot that is in issue in the Supreme Court in respect of that land**<sup>92</sup> (OCG Emphasis)

### Rectifying the Breaches-Lot 24 Cousins Cove, Hanover

Based upon the aforementioned Resolution which was passed on April 23, 1992, Lot 24 was designated for community purpose and was reserved for the Parish Council. Notwithstanding this designation, Lot 24 was purportedly sold to Mrs. Pauline Gray by Mr. Gerhard Hojan and Mrs. Pauline Hojan and forms a part of the land on which the 'Resort' at Cousins Cove was constructed. On those premises, Mrs. Judy McKenzie-Lawrence was asked by the OCG during a hearing which was convened on April 30, 2015, to advise on the course of action that may be undertaken in order to remedy the situation. During the hearing, the following, *inter alia*, was stated:

***“CHAIRMAN: Yes, in a minute. We are coming to all of it, but what I want to get at, go back to Cousin's Cove, the question is, do you think that it is a responsible position, if you are not in a position to answer indicate, but I am asking you as Secretary Manager. I understand from the Minutes of the Parish Council the suggestion is being put forward that seeing that construction is***

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<sup>92</sup> Transcript of Hearing for Mrs. Charlotte Alexander-Hayles dated May 16, 2016. Pages 31-32



taking place on lot 24 the Parish Council must take another lot to settle this thing. I am saying is that a matter that touches and concerns you because you have a subdivision thing that says 24 to my mind is yours. The position that is being taken that is discussed and reflected in the Minutes that you take another lot instead of exercising your right to this one?

A: No, that was said, but I want to explain something to you about subdivisions, we cannot just take another lot.

*CHAIRMAN: I agree with that too.*

A: We cannot take another lot. The sub divider who is the developer would have to offer us another lot, it has happened before but he would have to redraw the subdivision, get it approved with another lot on it called the green space, it has done before.

*CHAIRMAN: We are going a little outside in terms of the explanation.*

*A: Okay, we cannot just take another lot; we are not the developer he would have to give us another lot.*

*CHAIRMAN: The point I am trying to extract, if any, is it something within your power, is it something that falls across your desk that -- is it something that I should seek is to impose my right to 24 or is it...*



**A: 24 was not transferred to us.**

**CHAIRMAN: And it not being transferred to you, what legally has been done to ensure that this is done?**

**A: The subdivision is not finished.**

**CHAIRMAN: What stage has it reached?**

**A: The subdivision is approved before it is subdivided with all these conditions. When you have fulfilled all these conditions then the developer would apply for a Compliance Certificate.**

**CHAIRMAN: Has that been done?**

**A: No, because he has to put in all the infrastructure and every single thing, then when he applies for Compliance Certificate then we would issue the compliance and he would be able to get splinter titles.**

**CHAIRMAN: What has been done knowing all that now, what has been done?**

**A: The Council has been trying to find the developer; we don't know where the developer is.**

**CHAIRMAN: Which developer?**

**A: The man who developed this property, Hojan. We heard that he is dead and his wife is somewhere abroad.**

**CHAIRMAN: The person who has, who held as a joint tenant with his wife, the persons from whom the property was**



*purchased, you are speaking about those persons? The person you are describing as the developer is the person who is the Vendor?*

*A: Jeremy [sic] Hojan is the developer”<sup>93</sup> (OCG Emphasis)*

**As established above, the Resort was constructed on Lot 24 Cousins Cove, Hanover, a lot which was designated for community purpose and which was reserved to be transferred to the HPC. On that basis, it was suggested that the Council select an alternate lot; however, the authority to allocate an alternate lot rests with the developer of the property.**

Approval of Building Permit by the HPC for the Resort in Cousin’s Cove, Hanover

Mrs. Sophia Kerr-Reid, Director of Planning, HPC, advised the OCG of the approval process that is to be undertaken in order for a commercial Building Permit to be considered perfected.

*CHAIRMAN: I have asked Mrs. Lawrence this question but you can assist. An approval is given internally by the Planning Committee approval say, at Cousins Cove Resort there should be --approval has been given for building. There is still need for another signature by the Secretary Manager to perfect that approval?*

*A: Once an approval is granted again by the Committee of Council on the recommendations of the agencies that are*

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<sup>93</sup>Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 35-37



*involved in the planning process it is presented to the committee again where it is approved. The process is that the applicant is required to get what you call conditions of approval. These conditions of approval are a combination of the comments from all agencies that are involved in the process. That is signed by the Secretary Manager along with the building permit and a cover letter advising that the approval has been granted and here you will find the resolution, permit, notice of intent and also the blueprint. Two copies of the blueprint are signed by the Secretary Manager and returned to the applicant.*''<sup>94</sup>

Mrs. Kerr-Reid also indicated that the Permit regarding Cousins Cove was not perfected.

**CHAIRMAN: So for Cousins Cove you would say all that has not been done?**

**A: No, I am not aware if all has been done. I know it went before the committee and it was approved, but the permit was not issued.**

**CHAIRMAN: So back to the original question. Notwithstanding going before the committee what is required is that a permit has to be issued?**

**A: A permit has to be issued under the Building Act.**

**CHAIRMAN: Which is signed by?**

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<sup>94</sup> Transcript of Hearing for Mrs. Sophia Kerr-Reid dated April, 30, 2015. Pages 10-11



**A: Which is signed by the Secretary  
Manager.**

**CHAIRMAN: To my mind that's  
what perfects? I will use this term, that is  
what perfects it?**

*A: That perfects it. So once the applicant is in receipt of the permit which is the legal document, the copy of the resolution passed by the Council at the Committee meeting and they sign the plans along with the Notice of Intention that he is supposed to post on site where the construction is to be undertaken.*<sup>95</sup>

Mrs. Judy McKenzie-Lawrence advised the OCG during a hearing which was convened on April 30, 2015, that the HPC did not issue a planning and building permit for the construction of a Resort in Cousins Cove, Hanover. She indicated, *inter alia*, as follows:

*“CHAIRMAN: ... But to go back, in respect of the application by Charlotte Alexander there is no...*

*A: You mean for Cousin's Cove?  
Charlotte Alexander is Cousin's Cove.*

*CHAIRMAN: Charlotte Alexander in respect of Just One Plaza.*

**A: None of them has been approved.**

*CHAIRMAN: That there is no approval?*

**A: No.**<sup>96</sup>

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<sup>95</sup> Transcript of Hearing for Mrs. Sophia Kerr-Reid dated April, 30, 2015. Page 11

<sup>96</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Page 6



Mr. Hayles advised of the means by which he came into possession of a copy of the unsigned permit which was prepared in respect of Cousins Cove. He stated, *inter alia*, as follows:

*“A: ...If you look at it from February 6, 2013, this is the letter that is still waiting on Miss Lawrence to be signed, you know, where Council approved it and everything. That’s the letter and that is for Cove. The other problem now is Miss Lawrence ...”*

...

*“OCG OFFICER: Mr Hayles, how did you come by that unsigned copy?”*

*A: The unsigned letter? I got that unsigned copy of the letter from Lloyd Hill. When the Planning Committee met I said Lloyd, is it approved? He said to me, yes, but Miss Lawrence said she is dealing with me to sign the letter, and that’s how I got that copy of the letter.*

*CHAIRMAN: Just repeat that for me, please?*

*A: The copy of the letter in terms of what was sent to Miss Lawrence to be signed, [OCG OFFICER] asked me a while ago how I got a copy. When I said to Lloyd Hill, I said, Lloyd, is the approval – I know you voted on it – he said he sent a copy of this to Miss Lawrence to be signed, and she said me and she will deal with this approval. That’s how I got that copy.*



*CHAIRMAN: How long after this February 6, 2013 date you got this copy from Mr Hill, because we are now in – two years later.*

***A: Yes, look, I know I could never get any approval from them. God would have to come down from the heavens and say give him the approval for his wife. I know.”**<sup>97</sup>*

Based upon the questions posed touching and concerning the noted breaches, the Registrar of Titles/Director- Land Titles, NLA, by way of a letter dated December 8, 2016, indicated the following:

***“...Construction of the Resort on a lot designated by the Hanover Parish Council for Community Property poses a challenge. I am bound by the conditions imposed by the Parish Council and could not issue a Certificate of Title for this lot in breach of said conditions. That being said, The Parish Council may pass a resolution amending this initial condition which must be ratified by the relevant Minister. In that instance, a Certificate of Title may be issued in compliance with the amended resolution removing the allocation of this lot as Community Property.***

*The Procedures required to issue splinter titles in this development are as follows:*

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<sup>97</sup> Transcript of Hearing for Mr. Ian Hayles dated April 20, 2015. Page 15-19



- 1. A pre-checked diagram delineating the lots on ground in accordance with the approved subdivision is to be placed on deposit at The Office of Titles. The Plan is to be accompanied by the subdivision approval and a Statutory Declaration of the Surveyor (Section 126 RTA). This process takes twenty five (25) working days.*
  
- 2. During the process of depositing the Plan, the Registrar of Titles together with The Director of Surveys determine if the Plan meets the legal requirements of the Land Surveyor's Act and is in accordance with the approved subdivision. Any deviation from the approved subdivision will result in the plan being refused.*
  
- 3. After the Plan has been placed on deposit the Registered Proprietors will execute a Section 77 Surrender Application (section 77 RTA) The Section 77 Surrender Application facilitates the issuing of splinter titles in accordance with the approved subdivision. This process will take 15 working days, where the Splinter Certificates of Title do not require a plan to be annexed or 28 working days where an annexed plan is required.*



4. *The Section 77 Surrender Application facilitates the splintering of the parent title registered at Volume 1160 Folio 761. However ownership is not affected by this application. All splinter titles will be issued in the names of the current registered proprietor(s).”<sup>98</sup> (OCG Emphasis)*

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<sup>98</sup> Letter dated December 8, 2016, from Miss Cheriese Walcott, Registrar of Titles/Director, NLA, to the OCG.



## **Allegations of Fraud**

The OCG is in possession of a document entitled “*Sketch plan of Cousins Cove Lot 23 and Lot 24*”. The document was provided to the Hanover Parish Council in support of an Application for Building and Planning Permission for the construction of a ‘Resort’ at Cousins Cove, Hanover, on behalf of Mrs. Charlotte Alexander-Hayles. In regard to the referenced document, the OCG enquired of Mrs. Judy McKenzie-Lawrence, former Secretary Manager, HPC, as to the circumstances under which the Council gained possession of the document. In response, Mrs. McKenzie-Lawrence stated that the “... *request for the document is a requirement of the application process as per attached.*”<sup>99</sup>

Specifically, the requirement is contained in the document entitled “***APPLICATION FOR BUILDING & OR PLANNING PERMISSION...2014-09009-BA00042***” which was submitted by ‘Kesmore Rattary’ on May 20, 2014, and signed for by Mr. Matthew McGill on behalf of the Hanover Parish Council. The referenced document stated, *inter alia*, as follows:

*“This serves to advise you that the Hanover Parish Council has formally accepted your application for Building /Planning Permission.*

*However we have noticed that some relevant documents that are needed for the processing of your application is/are still outstanding. From the enumerated list below, please note the ticked items as those are the things still outstanding...”*<sup>100</sup>

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<sup>99</sup> Response of Mrs. Judy McKenzie-Lawrence to the OCG dated May 8, 2015.

<sup>100</sup> “***APPLICATION FOR BUILDING & OR PLANNING PERMISSION...2014-09009-BA00042***”



The ticked enumerated items in which reference was being made are as follows:

- “1. Copy of Proof of Ownership*
- 2. Surveyors Diagram*
- 3. Certificate of Payment of Taxes*
- 4. Location Plan: Drawn to a minimum of 1:12,500”<sup>101</sup>*

Mr. Ian Hayles indicated during an OCG hearing which was convened on April 20, 2015, that the Hanover Parish Council required the submission of three (3) documents in order to process the application for Cousins Cove. At the hearing the following, *inter alia*, was stated:

*“ A...If you look at it from February 6, 2013, this is the letter that is still waiting on Miss Lawrence to be signed, you know, where Council approved it and everything. That’s the letter and that is for Cove. The other problem now is Miss Lawrence.*

...

*A...when the buildings – when my wife started and even after my conversation with Miss Lawrence, they said they wanted three things from my wife: they wanted a letter from Pauline Grey –*

*CHAIRMAN: That’s your mother?*

*A: Yes. They wanted the surveyor’s ID, and they wanted the*

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<sup>101</sup> Ibid



**subdivision plan – three things they wanted  
– no, four: they wanted the taxes to be paid  
up on the property and then they would give  
my wife approval. Sir, we did all four; my  
wife did all four.**

**CHAIRMAN:** You submitted  
it to the Parish Council?

**A:** **Oh, yes, but I know if I  
should submit Jesus on a platter, they would  
say it's the devil...**<sup>102</sup>(OCG Emphasis)

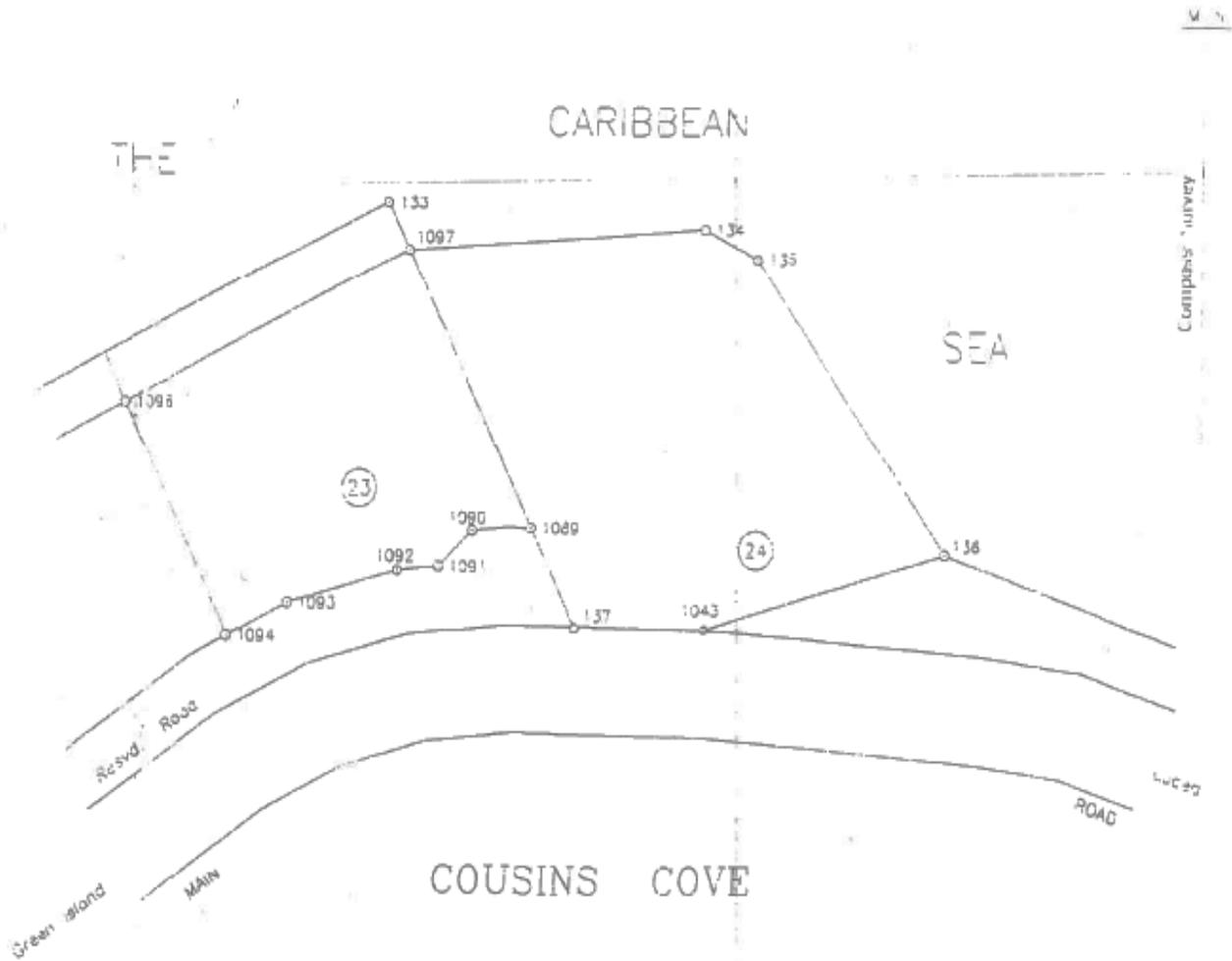
Based on the documentation which was required of Mrs. Alexander-Hayles, the HPC was provided with a “*Sketch plan of Part of COUSINS COVE Lot 23 and Lot 24*”, amongst other documents. The referenced document was purportedly prepared and signed by Mr. Andrew A. Bromfield of Andrew A. Bromfield & Associates, Commissioned Land Surveyor.

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<sup>102</sup> Transcript of Hearing for Mr. Ian Hayles dated April 30, 2015. Pages 15-17



The following is the “*Sketch plan of Part of COUSINS COVE Lot 23 and Lot 24*” which was provided to the HPC in support of Mrs. Charlotte Alexander- Hayles’ application for planning and building permission for the Resort in Cousins Cove, Hanover.



**-MEMORANDUM-**

Sketch plan of Part of COUSINS COVE Lot 23 and Lot 24



Surveyed by  
**ANDREW A. BROMFIELD & ASSOCIATE**  
 COMMISSIONED LAND SURVEYOR  
 93A Great George Street, Savanna La 4  
 Tel. (876) 955-4669  
 EMAIL: brommy@ewjamaica.com



Mr. Andrew Bromfield, Commissioned Land Surveyor, whilst attending an OCG hearing, which was convened on April 30, 2015, made the following statements as it regards to the “*Sketch plan of Part of COUSINS COVE Lot 23 and Lot 24*”:

*CHAIRMAN: Now, in respect of Cousins Cove, there is a resort being built... in Cousins Cove in the same Hanover parish here. We have here a copy of a document which was surveyed for Charlotte Alexander, part of Cousins Cove Volume 1160, Folio 761, could you have a look at that document, please?*

*A: Yes, sir, I have seen the document, sir.*

*CHAIRMAN: Recognize them?*

*A: Recognize this.*

*CHAIRMAN: That copy document that you are holding what do you call that document?*

*A: This is a copy of a diagram.*

*CHAIRMAN: And that is a diagram that was prepared by you or your office?*

*A: It appears that way, sir.*

*CHAIRMAN: Because it's a copy you use the word appears?*

***A: I am saying it appears that way because I am seeing another document here that appears to have been coming from my office but the signature is not representing mine, so I am saying appears because of***



**that. With technology these days persons are able to do just about anything, sir.**

**CHAIRMAN:** *Mr. Bromfield let us deal with it one at a time. The one in your left hand that appears to be a document that was prepared by you or your office?*

**A:** *Appears to be, yes, sir.*

**CHAIRMAN:** *That appears to be your signature?*

**A:** *Appears to be yes, sir.*

**CHAIRMAN:** *Now the document indicates that Charlotte Alexander's name appears. Do you know Charlotte Alexander?*

**A:** *If I know her?*

**CHAIRMAN:** *Yes?*

**A:** *I have spoken to her.*

**CHAIRMAN:** *Is she the person who engaged you in respect of preparing that diagram?*

**A:** *She was the one who asked us to prepare this, sir.*

**CHAIRMAN:** *Okay. Now, has Mr. Ian Hayles directly spoken to you about anything in relation to the Cousins Cove?*

**A:** *Probably on one occasion, sir, not sure, but I think he did.*

**CHAIRMAN:** *And in relation to, what was it that he was -- what was the nature of the conversation in respect of that property?*

**A:** *May have been telling me that there would have been somebody on site*



...

**CHAIRMAN: Now, sir, the other set of documents. Are you saying that is not your signature?**

**A: That is what I am saying, sir.**

**CHAIRMAN: I use a strong word and the two lawyers beside you will look at me clearly and I say it in the best frank way, somebody has forged your signature there on that copy document?**

**A: Based on the signature that I produce it appears that way, sir. I don't know if you have scrutinized the documents.**

**CHAIRMAN: That's why we call you here. We need some guidance, I yield to you. Go ahead, sir.**

**A: The logo and everything appearing at the bottom there is similar to what I used to use back in the day. I don't use it anymore. And the signature is clearly not my signature, sir. The signature is not mine, sir...**<sup>103</sup> (OCG Emphasis)

Having regard to the abovementioned “*Sketch plan of Part of COUSINS COVE Lot 23 and Lot 24*” which was submitted to the HPC, Mr. Kesmore Rattary advised the OCG of how he came to possess the document. During the course of a hearing which was convened on January 28, 2016, the following, *inter alia*, was asked and answered:

“ **Mr. Dirk Harrison: Okay, whenever you got any—when you signed at the Parish**

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<sup>103</sup> Transcript of Hearing for Mr. Andrew A. Bromfield dated April 30, 2015. Pages 19-21



*Council, when they were notified through you, Charlotte Alexander, that certain documents were needed, when you got the piece of paper you contacted Sheldon and him contact her or you call her directly?*

**THE WITNESS:** *This one?*

**MR. DIRK HARRISON:** *Yes, this the documents here, some of them you realize they are telling the owner what is outstanding?*

**THE WITNESS:** *Right, right.*

**MR. DIRK HARRISON:** *What I am asking, you signed the document, you give it back to Sheldon or you call her and tell her?*

**THE WITNESS:** *For this one. I call her?*

**MR. DIRK HARRISON:** *We are talking about the last page. You call her for these?*

**THE WITNESS:** *Yeah man, and tell her for these.*

...

**MR. DIRK HARRISON:**  
*...“Application for Building and/or ‘Planning Permissions. It has a number there under Jamaica, West Indies, 2014-09009-BA00042. You see now where it have some numbers there is some numbers, one through to eight?*

**THE WITNESS:** *Yes.*



**MR. DIRK HARRISON:** *Fist [sic] one of the box, Copy of proof of Ownership ticked. Number 2, a box ticked Surveyor's Diagram; Three, Certificate of Payment of Taxes Ticked; Four, Location Plan: drawn to a minimum of 1:12500 You got this document from the Parish Council?*

**THE WITNESS:** *Yes sir.*

....

**THE WITNESS:** *The checklist, these are the all things that was needed for 'plans' to be okay.*<sup>104</sup>

The following, *inter alia*, was also stated:

**“Mr. Dirk Harrison:** *So, the Surveyors diagram...*

**THE WITNESS:** *We had this one too. I did the drawings from this one, so the Parish Council had made a mistake with the surveyors diagram. Because I had to have that in order to place the building on land in the first place.*

**MR. DIRK HARRISON:** *So she never needed to give you this?*

**THE WITNESS:** *The surveyors diagram?*

**MR. DIRK HARRISON:** *So, you never ever got this from her?*

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<sup>104</sup> Transcript of Hearing for Mr. Kesmore Rattary dated January 28, 2016. Pages Page 24-26



*Mr. Kesmore Rattary: The surveyor's Diagram?*

...

*MR. DIRK HARRISON: How you got that? You had a number of meetings with her?*

**THE WITNESS: Yes, while in the preparations, so, it was handed to me.**

**Mr. Dirk Harrison: By her?**

**Mr. Kesmore Rattary: Yes, a copy of it.**

*MR. DIRK HARRISON: where you had the first meeting with her?*

*THE WITNESS: I would say in Negril.*

*MR. DIRK HARRISON: Where in Negril?*

*THE WITNESS: I think it's by the Burger King Plaza in Negril.*<sup>105</sup> (OCG Emphasis)

On February 15, 2016, Mr. Kesmore Rattary identified the documents which were provided to him by Mrs. Charlotte Alexander-Hayles:

*“ Q: ...I am going to give you all the exhibits that we had shown to you on the last occasion and I want you to tell me every single thing that you got from her, every document you got from her. I am going to first show you Exhibit 1.*

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<sup>105</sup>Transcript of Hearing for Mr. Kesmore Rattary dated February 15, 2016. Pages 27-28



*A: Copy of the proof of ownership would come from her.*

*Q: Would, or did?*

*A: Did-sorry.*

*A: Sorry.*

*Q: And she gave you that in person?*

*A: Yes, Sir.*

*Q: What was that proof of ownership that she gave you?*

*A: I didn't read it, you know, but I...*

*Q: You know what the document name that she gave you?*

***A: If it's a title or- if it's not a title it's a lease agreement, but I didn't read it to make sure. Alright, the surveyor's diagram would come from her.***

***Q: And it did come from her?***

***A: Yes, it did come from her.*** *Copy of payment of tax- that's the one that I told you that I just go to Tax Office and asked them.*

*Q: And just to pause, which property we're talking about here, Cousins Cove or Just One Plaza?*

***A: Let me see, this is Cousins Cove. Location plan, that would have to be done by me. So I got a copy of proof of ownership from her, surveyor's diagram from her, payment of tax from the Tax Office, and the***



*location plan I did myself.*<sup>106</sup> (OCG  
Emphasis)

During a hearing which was convened by the OCG on February 15, 2016, Mr. Kesmore Rattary advised the OCG that he had no knowledge that the Sketch Plan for Cousins Cove was forged. He indicated, *inter alia*, the following;

*“Q: On the last occasion when you came here you made a statement when we were here indicating – I am not quoting you exactly but my words – that if you have done anything at the time you did it you would not have known that you were ...*

*A: Yes, my reason for saying that, I was wondering – well, I just know there is something that is wrong why my presence here. So I was just making you know that I was entirely not knowing what was going on if there was anything going on. I got a job, I did my job.*

*Q: This document, Exhibit 5, the one you said Mrs Alexander handed to you, Mr Bromfield, the Commissioned Land Surveyor, he was shown this document and he says it’s a fraud; he said this is not his signature.*

*A: I wouldn’t know that, sir; I would not know that.*

*Q: Let me just restate what I am saying. Its not Exhibit 5, Exhibit 4, the one that has the stamp here on it; Mr Bromfield is*

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<sup>106</sup>Transcript of Hearing for Mr. Kesmore Rattary dated February 15, 2016. Pages 22-23



saying that this definitely is not his document and it is not his work; this document that was handed to you by Mrs Alexander.

*A: This one?*

***Q: Yes. You can't comment on that?***

***A: No, I can't because I wouldn't know...***<sup>107</sup> (OCG Emphasis)

Based upon the role played by Mr. Kesmore Rattary in the application process for the Petroleum Filling Station and the Resort, the OCG sought to ascertain his identity and the nature of his relationship with Mrs. Charlotte Alexander-Hayles. Mrs. Alexander-Hayles, upon being asked questions with respect to Mr. Rattary's identity on April 22, 2015, stated, *inter alia*, as follows:

*“ CHAIRMAN: Okay. What about K. Rattary, who is K. Rattary who has made an application on your behalf? Do you know a K. Rattary?*

*A: Let me explain: If I ask Samuels to do something for me he's going to ask somebody else to do, then its going to be a different matter-you understand? –as long as I get my thing done*

*CHAIRMAN: The only person you have asked is?*

*A: I asked Samuels to...*

*CHAIRMAN: He's the only one you have asked.*

*A: I have asked other people; I have asked several other people whose names*

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<sup>107</sup> Transcript of Hearing for Mr. Kesmore Rattary dated February 15, 2016. Pages 13-14



might not have been mentioned there, but I have asked several other people to do something for me.

**CHAIRMAN: We are just referring specifically to the projects that I have mentioned, meaning Cousins Cove or Just one Plaza; but specifically for the purpose of the documentation, the C. Miller and K. Rattary, you can't speak to who those persons are.**

**A: Not right now.**<sup>108</sup>

Notwithstanding Mrs. Charlotte Alexander-Hayles' response of April 22, 2015, on March 30, 2016, she admitted to knowing Mr. Rattary. She stated, *inter alia*, as follows:

***“CHAIRMAN: You are saying that- you are saying now in respect of K Rattary, your answer is?***

***A: I actually –I know K Rattary. With all that was happening, I have done so much transaction daily that sometimes things slip you, but I actually know K. Rattary.***

***CHAIRMAN: How you came to know him?***

**A: Actually K. Rattary is the person who submit the 'Plans', who draw the 'Plans' and submit them for me.**<sup>109</sup>(OCG Emphasis)

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<sup>108</sup> Transcript of Hearing for Mrs. Charlotte Alexander- Hayles dated April 22, 2015. Page 29

<sup>109</sup> Transcript of Hearing for Mrs. Charlotte Alexander- Hayles dated March 30, 2016. Page 3



Mrs. Charlotte Alexander-Hayles, on March 30, 2016, advised the OCG of the following, with respect to the documents which she presented to Mr. Rattary:

*“CHAIRMAN: Let me ask the question again. Did you give him any documents to assist him to do the drawings?”*

*A: Documents like what, pictures?*

*CHAIRMAN: Specific, Surveyor’s ID*

*A: Honestly, I don’t remember some of the stuff them, to be honest, I don’t remember.*

*CHAIRMAN: Let me assist you. Now Madam, are you familiar with the name Andrew Bromfield?*

*A: Yes.*

*CHAIRMAN: You have engaged him in professional services?*

*A: Yes*

*CHAIRMAN: It has been done professionally [sic] or through a third party?*

*A: Professionally, yes.*

*CHAIRMAN: The question is, have you done it personally or through a third party?*

*A: I have done it personally; I have done it through my lawyer too.*

*CHAIRMAN: Now, specifically in relation to Cousin’s Cove, you asked him to do a Surveyors Identification Document?*

*A: I don’t remember*



**CHAIRMAN:** *I am going to show you a document, this actual document was shown to- Your answer was no or you don't remember?*

**A:** *I don't remember.*

**CHAIRMAN:** *The question in fairness was whether or not you had- -I am changing it now- -whether or not you had actually engaged, commissioned Mr. Andrew Bromfield to prepare a Surveyors Identification Document for you for Cousin's Cove?*

**A:** *I might have, but I don't remember to be honest.*

**CHAIRMAN:** *This document I am showing to you, it is Exhibit 4 that is being shown to you. Have you ever seen that document before ma'am, just that page counsel? Have you ever seen that document before?*

**A:** *Honestly, I might have seen it but I never paid keen attention to the finer details. If I know that I was coming here and this would have reached here, I would have paid more keen notice to all of what was happening.*

**CHAIRMAN:** *Let me be a little more direct to you.*

**A:** *I take a lot of things for granted at the time when it was being done, but I have*



been in contact with Andrew Bromfield on more than one occasion.

**CHAIRMAN: Mr. Kesmore Rattary said you gave him that document.**

**A: Possible**

**CHAIRMAN:** Okay. Mr. Andrew Bromfield says that is a forgery, he says that his signature has been forged on that document?

**A:** Really, as I said I don't remember.

**CHAIRMAN:** Pardon me ma'am?

**A:** As I said I don't remember"<sup>110</sup>

The following, *inter alia*, was further indicated:

**“CHAIRMAN:** Mr. Kesmore Rattary says that that document which Mr. Bromfield had identified as a forgery, Mr. Kesmore Rattary says that you gave it to him in one of your meetings?

**A: I might have, but I honestly don't remember all the stuff them that I gave him.**"<sup>111</sup> (OCG Emphasis)

Based upon the assertions which were made by Mr. Andrew Bromfield, the OCG considered it prudent to highlight the following provisions:

**Section 3 (1) of the Forgery Act** defines forgery as follows:

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<sup>110</sup> Transcript of Hearing for Mrs. Charlotte Alexander-Hayles dated March 30, 2016. Pages 19-21

<sup>111</sup> Transcript of Hearing for Mrs. Charlotte Alexander- Hayles dated March 30, 2016. Page 22



*“forgery” is the making of a false document in order that it may be used as genuine, and, in the case of the seals and dies mentioned in this Act, the counterfeiting of a seal or die; and forgery with intent to defraud or deceive, as the case may be, is punishable as in this Act provided.”<sup>112</sup>*

Section 3(2) states as follows:

*“A document is false within the meaning of this Act if the whole or any material part thereof purports to be made by, or on behalf or on account of a person who did not make it nor authorize its making; or if, though made by, or on behalf or on account of, the person by whom or by whose authority it purports to have been made, the time or place of making, where either is material, or, in the case of a document identified by number or mark, the number or any distinguishing mark identifying the document, is falsely stated therein; and in particular a document is false ...”<sup>113</sup>*

Section 5(3) outlines the penalty for committing the act of forgery:

*“Forgery of the following documents, if committed with intent to defraud or deceive,*

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<sup>112</sup> Section 3 (1) of the Forgery Act

<sup>113</sup> Section 3(2) of the Forgery Act



*shall be felony, and punishable with imprisonment with hard labour for any term not exceeding seven years-*

...

*(j) any register book, **builder's certificate**, **surveyor's certificate**, certificate of registry, declaration, bill of sale, instrument of mortgage, ... or any entry or endorsement required by such Part of such Act to be made in or on any of those documents..."<sup>114</sup> (OCG Emphasis)*

Section 9 (1) outlines the penalty for the offence of uttering a forged document:

*"Every person who utters any forged document, seal, or die, shall be guilty of an offence of the like degree (whether felony or misdemeanour), and on conviction thereof shall be liable to the same punishment, as if he himself had forged the document, seal, or die."<sup>115</sup>*

The offence of conspiracy is defined by the Black's Law Dictionary as follows:

*"An agreement by two or more persons to commit an unlawful act coupled with an intent to achieve the agreement's objective and... action or conduct that furthers the*

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<sup>114</sup> Section 5(3)

<sup>115</sup> Section 9 (1) of the Forgery Act



*agreement; a combination for an unlawful purpose.”<sup>116</sup>*

In satisfying the offence of Conspiracy under the common law, no overt act is necessary to satisfy a charge of conspiracy save the act of agreeing itself. The leading case of Mulcahy v The Queen<sup>117</sup>, the House of Lords held that “A conspiracy consists not merely in the intention of two or more, but in the agreement of two or more to do an unlawful act, or to do a lawful act by unlawful means...”

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<sup>116</sup> Black’s Law Dictionary

<sup>117</sup> (1868) L.R. HL 306.



## **Implications Arising from the Failure to Secure a Permit to Build**

It has been established herein, that the HPC has not issued a Building and Planning or a As Built or Retention permit for (a) the development of the ‘Resort’, Cousins Cove, Hanover and (b) the ‘Just One Plaza’ which was constructed in Mount Pleasant, Hanover.

As it regards the construction of the ‘Resort’ in Cousins Cove, Mrs. Judy McKenzie-Lawrence advised the OCG, *inter alia*, as follows on April 30, 2015:

*“CHAIRMAN: Now just before I forget, just to jump a bit, to Cousin's Cove, the resort that is there, there is no approval that has been done, issued by the Parish Council for that?*

*A: No sir.”<sup>118</sup>*

In respect to the ‘Just One Plaza’, Mrs. McKenzie-Lawrence also advised that no permit was issued by the HPC; however, planning permission was sought and received from NGALPA. She stated, *inter alia*, as follows:

*“A: For Just One Plaza I figured it was one of the plazas that will be concluded, because seeing that they got the planning permission now; we are going to send what we just got to all the agencies to see what they have to say about.*

*CHAIRMAN: They have gotten the planning permission?*

*A: From Negril for the additional ones as built planning permission.”<sup>119</sup>*

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<sup>118</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Page 23



Mrs. McKenzie-Lawrence further stated, *inter alia*, the following:

**CHAIRMAN:** *What I am being reminded, Cousin's Cove, the approval is given by the Committee chaired by Mr. Lloyd Hill, you have refused to sign that approval for over a year. Now, what has happened, the refusal to sign because there are some discrepancies, have all those discrepancies now [been] fixed?*

**A:** *No, that is why I wanted to meet with the persons in order that we could iron out the whole thing and then I would advise what they need to do or whatever, but they refuse to come.*

**CHAIRMAN:** *Would you agree with me then that work continues on the site?*

**A:** *I have been told, the officers tell me.<sup>120</sup>*

Upon confirmation that no permit was issued by the HPC for the referenced developments, the OCG sought to ascertain from Mrs. McKenzie-Lawrence on April 30, 2015, the course of action adopted by the Council in order to treat with the breach. Mrs. McKenzie-Lawrence, through the representation of her Attorney-at-Law, indicated, *inter alia*, as follows:

**“MR. MORGAN: I think the question he is asking, when a building is**

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<sup>119</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Page 40

<sup>120</sup> Transcript Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Page 41



**going up without approval what does the Council normally do?**

**A: The Council would give a stop order for you to stop building.**

*CHAIRMAN: What are your other options?*

*A: Well if the building is risk to the public or is breaching planning thing or it is on the road or something, then you would go to Supreme Court for something to demolish the building. **But in this regard we normally try to have the applicant rectify their things. That is why the Council would give; all councils do that, as built permits, that means you have built your thing without a thing. We normally charge you a penalty. At this council it is one 100%, at Westmoreland is 300%. We normally charge you a penalty for building.***

*CHAIRMAN: So that as built permit is something that you have documented in some law, some regulation, some rule, is it somewhere?"*

*A: I don't know, I would have to go research it.<sup>121</sup> (OCG Emphasis)*

In addition to options indicated by Mrs. McKenzie-Lawrence, Mrs. Sophia Kerr-Reid, Director of Planning, HPC, advised on the legal basis on which the Council may treat with the breach in a letter dated May 29, 2015, to the OCG. Mrs. Kerr-Reid stated, *inter alia*, as follows:

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<sup>121</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 13-14.



*“...The Council is empowered under the following acts which outline the enforcement mechanism and procedures allowed to treat with breaches of building/development in the enforcement of planning control.*

- **Town and Country Planning Act 1957, treats with the serving of stop and Enforcement notices and an Injunction.**
- **The Parish Council Building Act (The Parish Council’s Building) By-Laws 1952, 1908 amended 1995 treats with serving Cease Work Notice.**<sup>122</sup> (OCG Emphasis)

Of note, Clause 6 of the “**DECLARATION**” section of the “**HANOVER PARISH COUNCIL APPLICATION FOR BUILDING & OR PLANNING PERMISSION**”, expressly stipulates the sanctions for certain breaches. Clause 6 states as follows:

*“I understand that if I carry out any development works before a permit is issued will be subjected to a fine not less than two hundred and fifty thousand dollars (\$250,000.00) (proposed penalty under the Building Bill. (to be consistent with fees set out in the new Building Act) (AND/OR in respect of the Town & Country Planning Act 1957 (Amended 1999) a Stop Notice and an Enforcement Notice can be served on owner/occupier and if said owner/occupier fail to obey the notices a fine up to one*

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<sup>122</sup> Letter dated May 29 2015, from Mrs. Sophia Kerr-Reid to the OCG. Response #2.



*million Dollars(\$1M) can be imposed and thereafter a fine of five thousand dollars (\$5000.00) per day if the development continues and in the event of a Court conviction your property could be forfeited to the Crown.”<sup>123</sup>*

The commencement of any development in the absence of a planning and building permit from the HPC constitutes a breach of **Section 3 of the Parish Council Building Act (Hanover) By-Laws (1952)**, which states that:

**“No person shall erect or re-erect any building or remove, alter or extend any building or any part thereof unless the plan of such building, alteration or extension has been approved by the Council.”<sup>124</sup>** (OCG Emphasis)

A breach of the foregoing Section may attract the following penalty, as set out in **Section 4 of the Parish Council Building Act 1908** hereunder:

*“Any person acting contrary to, or failing to comply with, or who shall be guilty of a breach of, or offence against any by-law, as aforesaid, shall be liable to a penalty not exceeding twenty thousand dollars and to a daily penalty of one thousand dollars for every day during which such breach or offence continues after conviction. Such*

<sup>123</sup> **Clause 6** of the “**DECLARATION**” section of the “**HANOVER PARISH COUNCIL APPLICATION FOR BUILDING & OR PLANNING PERMISSION**”,

<sup>124</sup> **Section 3 of the Parish Council Building Act (Hanover) By-Laws 1952**



*penalties shall be recoverably in a summary manner, and in default of payment, such person shall be liable to imprisonment, with or without hard labour, for a term not exceeding three months.”*<sup>125</sup>

In response to the noted breach, Section 23 of the Town and Country Planning Act affords the HPC the option to secure an order for the demolition of a development which was constructed without the grant of permission in order to, *inter alia*, restore the land to its original state.

Notwithstanding the prescribed penalties mentioned above, the HPC, depending on the circumstances, is empowered to adopt alternate remedies to treat with breach of undertaking a development without the requisite permits. In this regard, the HPC may issue (1) Cease Work Notices, (2) Stop Notices and (3) Enforcement Notices.

The HPC served the following notices on the ‘*Just One Plaza*’, in Orange Bay, Hanover, and the ‘*Resort*’ in Cousins Cove, Hanover:

### **1. Cease Work Notices**

The service of a Cease Work Notice on premises located at Cousins Cove, Hanover, by the HPC, was intended to prohibit Mrs. Charlotte Alexander-Hayles from continuing construction on the Resort.<sup>126</sup> The Cease Work Notice to which reference is being made was dated May 15, 2013, and directed to ‘Charlotte Alexander’ of Cousins Cove to “*CEASE ALL WORKS IMMEDIATELY*” and to “*Submit application forms together with proof of ownership...within ...14 days... of this Notice*”. The Notice was served on the same date by Mr. Zelman Thompson.

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<sup>125</sup> **Section 4 of the Parish Councils Building Act 1908 amended 1995.**

<sup>126</sup> Cease Works Notice, dated May 15, 2013.



The OCG was provided with a copy of another Cease Work Notice, dated March 1, 2013, which was directed to ‘*Ms Kesha Alexander*’ of Orange Bay, Green Island. The said Notice was signed by the Superintendent of Roads and Works, HPC and served by Mr. Zelman Thompson on even date, in respect of a “*two storeys concrete structure.*”

## **2. Stop Notices**

The HPC served a Stop Notice upon the premises located at Orange Bay, Hanover, pursuant to **Section 22A(1) of the Town and Country Planning Act** in order for the developer to “*IMMEDIATELY CEASE THE Illegal construction of concrete structure*” which was undertaken “*...without the granting of planning permission*”. The Notice took effect from the date of service and for a period of ten (10) days. **Section 22A (1)** states as follows:

*“Where it appears to a local planning authority, the Government Town Planner or the Authority that a development specified in subsection (2) is unauthorized or is hazardous or otherwise dangerous to the public, the local planning authority, the Government Town Planner or the Authority, as the case may be, shall serve or cause to be served on any of the persons specified in subsection (3), a stop notice requiring that person to immediately cease the development.”*<sup>127</sup>

The abovementioned Stop Notice was directed to ‘*Keisha Gayle-Alexander*’ of Orange Bay, Hanover. It is however, to be noted that same was signed by Mrs. Judy McKenzie-Lawrence, then Secretary Manager on April 24, 2013, but, was signed by the then

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<sup>127</sup> **Section 22A (1) of the Town and Country Planning Act**



Chairman of the HPC, Miss Shernet Haughton on March 24, 2014, approximately One (1) year later.

It is important to highlight that the failure to comply with a Stop Notice renders the recipient of such Notice liable to “...prosecution and if convicted, a minimum fine of Twenty-five Thousand Dollars (\$25,000.00) or a maximum fine of One Million Dollars (\$1,000,000.00) may be imposed. A maximum of Six (6) months imprisonment where there is default in paying.”

### **3. Enforcement Notices**

As mandated by **Section 23(1A) of the Town and Country Planning Act**, upon the service of a Stop Notice, an Enforcement Notice shall be served thereafter. **Section 23 (1A)** states as follows:

*“Where a stop notice is served under section 22A, a local planning authority, the Government Town Planner or the authority, as the case may be, shall serve an enforcement notice within fourteen days of the service of the stop notice.”<sup>128</sup>*

In compliance with the foregoing section, the HPC prepared and served an Enforcement Notice, dated March 24, 2014, on premises located at Orange Bay, Hanover. The mentioned Notice was directed to ‘Keisha Gayle-Alexander’, Orange Bay, Hanover. It is however, to be noted that the then Chairman/Mayor of the Council, Ms. Shernet Haughton was empowered to sign the Enforcement Notice, which was executed by her on the same date. Of note, the OCG considers it prudent to highlight the following sections:

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<sup>128</sup> **Section 23(1A) of the Town and Country Planning Act.**



**“2. THIS NOTICE TAKES EFFECT**

*\*(a) in relation to the discontinuation of material change of use of land, at the expiration date of **28 days** after the date of service of this notice.*

*\*(b) in any other case, at the expiration of **3 days** after the date of service of this notice*

**3. YOU ARE HEREBY PROHIBITED FROM:-**

*\* (a) continuing or carrying out any development or operation or using the land in respect of which this notice is issued.*

*\* (b) continuing the contravention of the conditions subject to which the permission was granted.*

...

**7 WHERE YOU FAIL TO COMPLY** with the provision of paragraph 4, the Local Planning Authority, the Government Town Planner or the Authority, as the case may be, may apply to the Court for an injunction, prohibiting you from continuing the relevant Act under paragraph 3, whether or not they have exercised or are proposing to exercise any of their power under the Act.



**8 TAKE NOTICE THAT IF YOU FAIL TO COMPLY** with this Notice, you are liable to prosecute and penalty as follows:-

- a) *On a first conviction, to maximum fine of \$25,000.00 or a maximum of 12 months imprisonment in default of payment of fine;*
- b) **On a second conviction, to a maximum fine of \$5,000.00 for every day on which the contravention continues after the first conviction or, in default of payment, an order shall be made by the Court for the interest in the land to be forfeited to the Crown;**
- c) **On any subsequent conviction your interest in the land shall be forfeited to the Crown.**<sup>129</sup> (OCG Emphasis)

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<sup>129</sup> Hanover Parish Council Enforcement Notice, dated March 24, 2014.



## **The Service of Notices by the Hanover Parish Council**

**Section 30 of the Town and Country Planning Act** sets out the prescribed procedure for the service of Stop and Enforcement Orders. The referenced section stipulates, *inter alia*, the following:

*“Any notice, order or other document required or authorized to be served under this Act may be served either-*

- (a) by delivering it to the person on whom it is to be served; or*
- (b) by leaving it at the usual or last known place of abode of that person; or*
- (c) by sending it in a prepaid registered letter addressed to that person at his usual or last known place of abode where such place of abode is within a postal delivery district; or*
- (d) In the case of a incorporated company or body, by delivering it to the secretary or clerk of the company or body at their registered or principal office or sending it in a pre paid letter addressed to the secretary or clerk of the company or body at that office; or*
- (e) if it is not practicable after reasonable enquiry to ascertain the name or address of any person on whom it should be served, by addressing it to him by the description of “owner” or “lessee” or “occupier” ( as the case may be) of the premises (naming them) to which it relates, and by delivering it to some person on the premises or, if there is no*



*person on the premises to whom it can be delivered, by affixing it, or a copy of it, to some conspicuous part of the premises.”<sup>130</sup>*

(OCG Emphasis)

Having regard to the aforementioned Notices, it is instructive to note that Mr. Ian Hayles, indicated, *inter alia*, that no Notices were served on his wife, Mrs. Charlotte Alexander-Hayles, and during an OCG hearing which was convened on April 20, 2015. Mr. Hayles stated, *inter alia*, as follows:

*“CHAIRMAN: Let us go back to something we have but as I said, I still need to ask, the ‘Cease Work’ notice addressed to Charlotte Alexander, dated May 15, 2013, in respect of construction of two buildings, one two storey building 4,000 sq. ft., and one building at foundation, served by Z. Thompson, signed by Superintendent Roads and Works, the Hanover Parish Council has given us a copy of this saying that this was served on the works process [sic]. Just for the completion of what we are doing, what’s the answer to that question?*

***A: As far as I can tell, you could ask my wife this question also, there was nothing that has ever been served on my wife; and the cease thing that you talked about ...***<sup>131</sup> (OCG Emphasis)

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<sup>130</sup> Section 30 of the Town and Country Planning Act 1957

<sup>131</sup> Transcript of Hearing for Mr. Ian Hayles, dated April 20, 2015. Page 37



Mrs. Charlotte Alexander-Hayles stated when asked, on April 22, 2015, that she was never served with a Cease Work Notice. She stated, *inter alia*, the following:

*“CHAIRMAN: ...Z.Thompson served a Cease Work Notice in respect of Cousins Cove, it was done on the 15<sup>th</sup> May, 2013, and that this was disobeyed.*

*A: Who they served it on, who got that.*

*CHAIRMAN: I am going to show you the document, I am saying I am being [fair] to all parties.*

*A: Who signed for it?*

...

*[Document shown to Witness]*

*CHAIRMAN: If you flip over that memorandum you are looking at, it indicates that at the 24<sup>th</sup> March, 2014- the first and second documents—the fourth document speaks to a Stop Notice to Kesha Gayle Alexander in respect of Orange Bay, Hanover. Are you aware of that document?*

*A: No.*

*CHAIRMAN: ...any of these documents that would have been served...you are the person to whom attention would come as against Kesha Gayle [sic], as against Mr Gabbidon [sic] and as against your daughter. This is the first time that you are seeing any of these documents.*

*A: First, first time,*



*absolutely.*”<sup>132</sup>(OCG Emphasis)

Mrs. Judy McKenzie-Lawrence provided responses to the aforementioned representations which were made by Mr. Ian Hayles and his wife, Mrs. Charlotte Alexander-Hayles, during an OCG hearing which was convened on April 30, 2015. Mrs. McKenzie-Lawrence advised, *inter alia*, as follows:

*“CHAIRMAN: What has the Parish Council done in regard to that breach?*

*A: Okay, that one also, that is the one I went with the officers to issue the cease work notice for that one.*

*CHAIRMAN: Okay, they said that they had received no cease work notice for that either.*

*A: Myself, the supe.*

*CHAIRMAN: Mr. Mann?*

*A: Yes, the compliance officer, I think at the time the acting Director of Planning was there. We went onto the property, the property was closed and zined up and we knock, knock, knock and we could peep through a little hole and see that work was going on and some guys came and the thing was issued, somebody signed it that they received it.*

*CHAIRMAN: The said document from Mr. Mann - well...*

*A: Somebody there on the compound accepted it.*

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<sup>132</sup> Transcript of Hearing for the Mrs. Charlotte Alexander-Hayles dated April 22, 2015. Page 30



*CHAIRMAN: Can you tell me exactly what happened, was the document affixed to a fence, a post, was it put in somebody's hand, what exactly?*

***A: No, some workers were there and one of the workers accepted it. I think there is a signature on the document from the person who accepted the document. No, I think the officer served it. I think we have photographs when we went there. Persons were there working and they accepted it.***

*CHAIRMAN: But what I need to know is that is there a log to say who it was served upon, is there any evidence that it was served, because you have a notice...*

*A: We were all there.*

*CHAIRMAN: Wait nuh Miss Lawrence. You have a notice that it is addressed to a particular person, is it as Secretary Manager the policy that if you serve it on a worker you see on the property that is good service, is that the case?"*

***A: Yes, because sometimes you don't know the names of the persons who are there, so it is served on whoever is there.** Because sometimes you will see a building going up, if it is an illegal building and there is no application in house. Now in this case this one an application was there so we would have known who was the applicant. But if a building is going up and we have no*



*idea who is putting up the building and we are serving a notice there would not be a name on the notice, so whoever is on the premises the notice would have been served. **Whoever is working there, where it is the contractor or whomever, the notice would be served on that person because who would pass it on to whomever, because you would go there and ask who is this building and no one wants to give you that information so the notice is served anyway.***<sup>133</sup> (OCG Emphasis)

Of note, **Section 22A (3) of the Town and Country Planning Act** stipulates the person on whom a Stop Notice may be served:

*“The persons on whom a stop notice may be served are-*

- (a) The owner or occupier of the land whereon the development is taking place or has taken place; or*
- (b) Any person who is engaged in the development; or*
- (c) Any other person appearing to have an interest in the land.”*<sup>134</sup>

Mrs. Judy McKenzie-Lawrence further indicated, *inter alia*, the following during an OCG Hearing which was convened on April 30, 2015:

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<sup>133</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 23-25

<sup>134</sup> Section 22A (3) of the Town and Country Planning Act.



*“A: They are saying that they are not aware that the notice was served and that is why I was asking Mr. Morgan if I should say this. I don't remember if it is the day or the next day after the notice was served at Cousin's Cove I received a telephone call.*

***CHAIRMAN: From?***

*A: From the Member of Parliament.*

***CHAIRMAN: Mister?***

*A: That was the second time he has ever called me.*

***CHAIRMAN: You have two Members of Parliament.***

***A: Mr. Ian Hayles. He said, “So you targeting me”. I said, “I beg your pardon. I said I don't target persons”. He said I went down to his property and issued a cease work notice. I said this is the way I work I do not target persons and I hang up my phone. So if they did not get this cease work notice why would he call me and say that to me and I can say it to his face.”***<sup>135</sup> (OCG Emphasis)

The OCG considers it prudent to indicate at this juncture, that the Office was provided with photographs in addition to a copy of the Cease Work Notice which was dated May 15, 2013. The photographs that were provided, revealed concrete structures at varying stages of development and were intended to serve as proof that the disputed Cease Work Notices were served by the HPC. Of note, Officers of the HPC were captured in the

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<sup>135</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 25-26



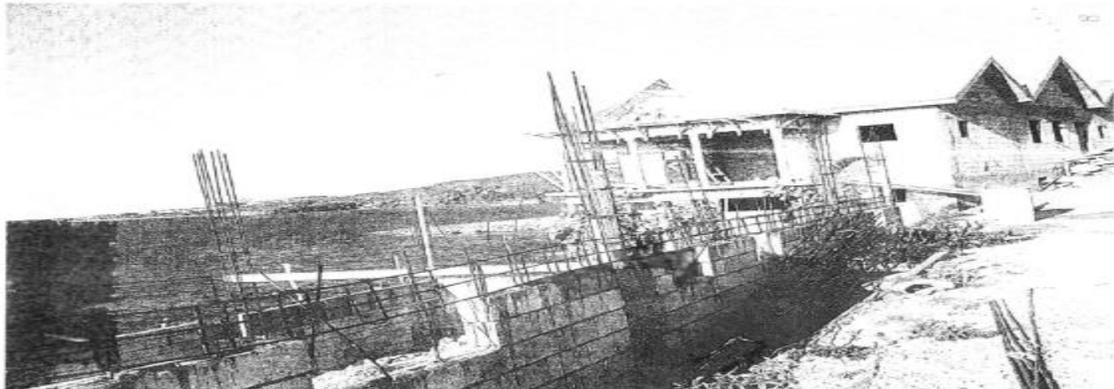
photograph taken at the 'Resort' in Cousins Cove, Hanover, as shown immediately below.<sup>136</sup>

### Photograph No. 3



Photograph No. 3 of the 'Resort' in Cousins Cove, Hanover, depicting Mr. Alexander Mann, Superintendent of Roads and Works, HPC, Mrs. Judy McKenzie-Lawrence, former Secretary Manager, HPC and Mr. Bryan Miller, former Planning Co-ordinator HPC.

### Photograph No.4



Photograph No. 4 was provided by the HPC and depicts construction works underway at the 'Resort' which is located in Cousins Cove, Hanover.



Having regard to the Officers of the HPC who were captured in the photograph above, Mr. David Gardener, the current Secretary Manager, HPC, stated, *inter alia*, as it regards the identity of the persons:

“ ...

*The persons appearing in the photograph are as follows:*

- *Mrs. Judy McKenzie-Lawrence, Secretary/ Manager (on pre-retirement leave)*
- *Mr. Bryan Miller, Planning Co-ordinator (former)*
- *Mr. Alexander Mann, Superintendent*

*The identity of the fourth person is unknown.”<sup>137</sup>*

In response to the question posed, Mr. Mann also responded as follows:

*“Persons appearing in the photograph?*

- *Mrs. Judy McKenzie-Lawrence, Secretary/ Manager*
- *Mr. Bryan Miller, Planning coordinator*
- *Mr. Alexander Mann, superintendent*
- *The original of image is on site at Cousins Cove/ Lances Bay, Hanover.”<sup>138</sup>*

Based upon the photographic evidence and the pronouncements of Officers/Officials at the HPC, the OCG accepts firstly that the ‘Cease Work Notices’ were served at Cousins Cove and secondly, that a phone call was placed by Mr. Ian Hayles to Mrs Judy Lawrence in relation to the Notices which were served.

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<sup>137</sup> Response of Mr. David Gardener, Secretary Manager, HPC, dated February 18, 2016.

<sup>138</sup> Response of Mr. Alexander Mann, Superintendent, HPC, dated February 2, 2016.



‘Just One Plaza’-Orange Bay, Hanover

Having regard to the Notices which were served in respect of ‘Just One Plaza’, Mrs. Charlotte Alexander-Hayles indicated, *inter alia*, the following during an OCG hearing convened on April 22, 2015:

**“CHAIRMAN: The Hanover Parish Council has indicated that you have personally, well, not ‘personally’ would be unfair to you to say – the Hanover Parish Council has indicated that Just One Plaza and the construction of the plaza, Stop Notices and Enforcement Orders have been served on you and you have disobeyed them.**

**A: I have never ever gotten anything from Hanover Parish Council.**

...

**CHAIRMAN:..**

*If you flip over that memorandum you are looking at, it indicates that at the 24<sup>th</sup> March, 2014 – the first and second documents – – the fourth document speaks to a Stop Notice to Kesha Gayle [sic] Alexander in respect of Orange Bay, Hanover. Are you aware of that document?*

**A: No.**”<sup>139</sup> (OCG Emphasis)

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<sup>139</sup> Transcript of Hearing for Mrs. Charlotte Alexander- Hayles, dated April 22, 2015. Pages 29-30.



Notwithstanding Mrs. Alexander-Hayles assertions that she was never served with any Notices by the HPC, Mr. Zelman Thompson, stated, *inter alia*, the following at an OCG hearing on April 30, 2015:

**“CHAIRMAN:** *Now sir, we are concerned particularly with a cease work notice dated March 5th, 2013?*

**A:** *March 15.*

**CHAIRMAN:** *The document has a title 2013, but I will allow you to -- you have served one in 2015?*

**A:** *No, no, on the 15th, 2013.*

**CHAIRMAN:** *I am going to give it to you in a minute. It is addressed to Kesha Alexander, Orange Bay, Green Island, it is from you to Mr. Alexander Mann through Mr. Xavier Munroe, - you are being shown the document sir, have a look at it please, it was being provided to us yesterday by Mr. Alexander Mann Superintendent of Roads and Works?*

**A:** *Yes sir.*

**CHAIRMAN:** *The date is March 5?*

**A:** *Yes sir.*

**CHAIRMAN:** *Now in respect of that document, who did you serve that upon, can you say?*

**A:** *The cease work notice?*

**CHAIRMAN:** *Yes sir.*

**A:** *You can put it on the building; you don't have to serve it on the individual.*



**CHAIRMAN: And how did you serve it? Can you recall if you put it on the building? Can you recall if you hand it in somebody's hand?**

**A: No, put it on the building, serve it on the building.**

*CHAIRMAN: When you did that was it brought to anybody's attention that you did so?*

**A: This notice what we serve down there, we have to be very careful how we go there, so when we happen to go there sometime nobody is on the compound, we just put it up.**

...

*CHAIRMAN: Now, where did you serve that cease work notice, where was that served?*

*A: In Orange Bay.*

*CHAIRMAN: That is the Just One Plaza?*

*A: Just One Plaza.*

*CHAIRMAN: So at the time that you served that was it day or night?*

*A: Day.*

*CHAIRMAN: No one was there then?*

*A: As I had said earlier on, when you happen to go on those compound...”<sup>140</sup>*

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<sup>140</sup> Transcript of Mr. Zelman Thompson dated April 30, 2015. Pages 103-105



Mr. Thompson also advised that he did not prepare an Affidavit of Service with respect to the Cease Work Notice which was served on the ‘*Just One Plaza*’. He stated, *inter alia*, as follows:

*“CHAIRMAN: Did you prepare an Affidavit of Service in this case?”*

*A: No.*

*CHAIRMAN: Is that - should you have done that, prepared an Affidavit of Service?”*

*A: Well, if it is provided by the Superintendent or the Secretary Manager I will have to do it.*

*CHAIRMAN: Well the Affidavit of Service is prepared by the person who serves it, do you have a process when you serve something to show proof that you have served it? You have any process?”*

*A: Whenever you serve a notice you take back a copy to the Superintendent Secretary, she in turn send it to the Supe and the Supe send it to the Secretary Manager who then send it to the Planning Department. I don't keep copies.*

*CHAIRMAN: So did this happen in this case?”*

*A: Well, it do happen.”<sup>141</sup>*

In addition to the Cease Work Notice dated March 1, 2013, the OCG was also provided with a Memorandum, dated March 5, 2013, and two (2) photographs of a two (2) storey

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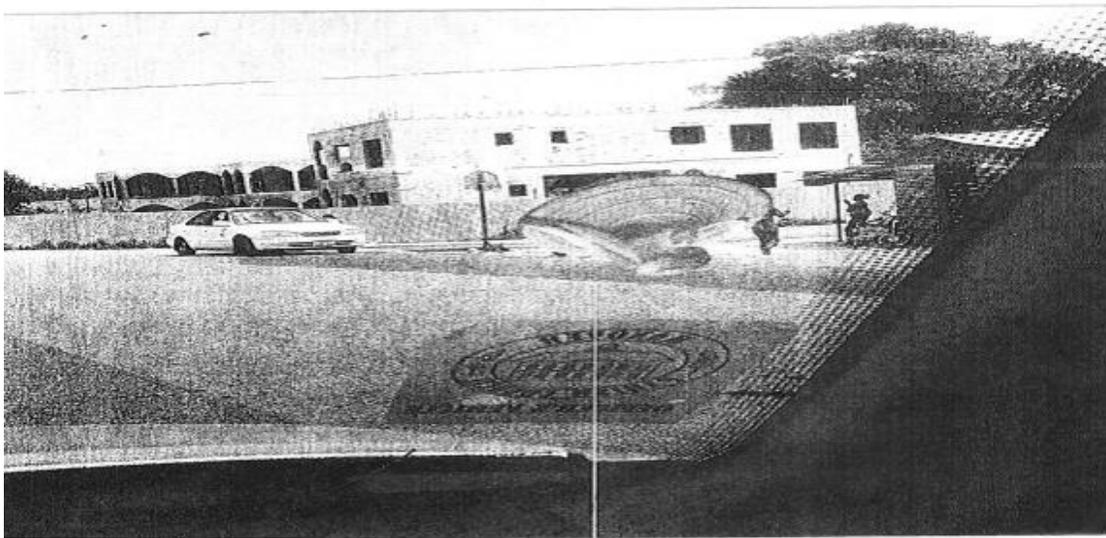
<sup>141</sup> Transcript of Hearing for Mr. Zelman Thompson dated April 30, 2015. Page 106



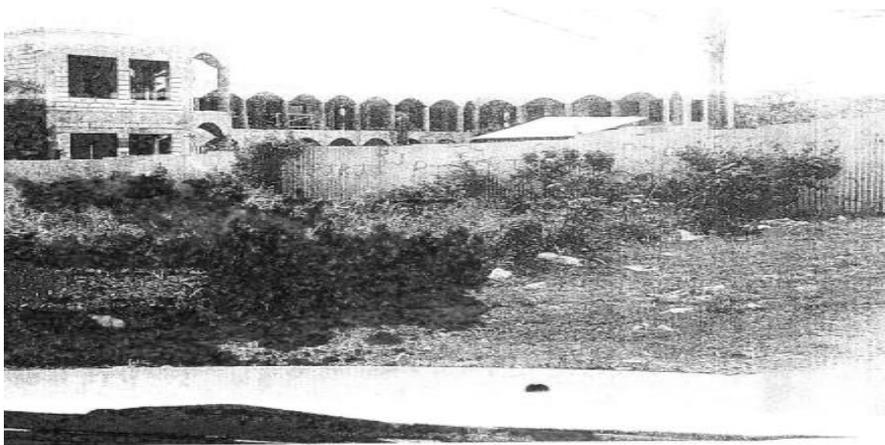
concrete structure enclosed by a zinc fence. The mentioned photographs which appear below were intended to serve as proof that the Notices were served on the ‘*Just One Plaza*’ by the HPC.

Also portrayed below are photographs which were provided by the HPC depicting construction works underway at the ‘*Just One Plaza*’, in Orange Bay, Hanover.

**Photograph No. 5**



**Photograph No.6**





## **The Extent of Mr. Ian Hayles' Knowledge and Participation in the Planning and Building Process**

The OCG sought to ascertain the extent of Mr. Ian Hayles' involvement in the construction of the properties which are the subject of this report. This is particularly against the background that the initial allegations which were made to the OCG purported that Mr. Ian Hayles was linked to the projects and developments which were undertaken by Just One Services and the property located at Cousins Cove.

With respect to the development in Orange Bay, Hanover, the OCG notes Mr. Hayles' involvement, in that he requested the preparation of a Surveyor's ID Report<sup>142</sup> for the 'Just One Plaza', from the Office of Mr. Andrew Bromfield, Commissioned Land Surveyor. The referenced Surveyor's ID Report was prepared and directed to "... Ian Hayles."

On the basis that the ID Report was directed to Mr. Ian Hayles, the OCG sought to ascertain from Mr. Bromfield the basis on which a Surveyors ID Report would be directed to a particular person. In this regard, Mr. Andrew Bromfield stated, *inter alia*, as follows at a hearing which was convened by the OCG on April 30, 2015:

*"CHAIRMAN: If I come to your office and ask you to do a surveyor's identification report and to put it in Mr. Lambert Johnson's name once the request is made you will put it in the name asked? Well, not you, I mean your office. What is the protocol at your office?"*

***A: It would be put in the name that is asked of us to do,** because a surveyor's identification report is not ownership of a property and it is used for various reasons so*

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<sup>142</sup> Surveyor's ID Report dated March 25, 2015, which was prepared by Mr. Bromfield for the property located at Mount Pleasant, Hanover, which is registered at Volume 18 Folio 42, of the Registered Book of Titles.



*it is dependent on who is going to be using the title or the document because it does not necessarily mean that the owner of the title is going to be using it for the purposes that the report may be needed.<sup>143</sup>*

In addition to the Surveyor's ID Report, Mr. Hayles also admitted during a hearing which was convened by the OCG on April 20, 2015, that Mr. Sheridan Samuels, his Constituency Development Officer, acted as an agent for 'Just One Services'. At the referenced hearing, the following, *inter alia*, was stated:

**“CHAIRMAN: Do you know Sheridan Salmons [sic]?”**

**A: Yeah.**

**CHAIRMAN: Who is Sheridan Salmons [sic]?”**

**A: He works as my constituency development officer for the parish of Hanover.**

***CHAIRMAN: He has on your behalf made applications, or he has made it on behalf of Just One Service?***

***A: He has made it on behalf of Just One Service.***

***CHAIRMAN: But it is through your wife that you asked him to do it, or is it your wife who asked him to do it?***

***A: I think it would be my wife. That is somebody who comes to the house quite regularly.***

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<sup>143</sup> Transcript of Hearing for Mr. Andrew Bromfield dated April 30, 2015 .Page 9



**OCG REPRESENTATIVE:** *Sorry, you said he was your constituency manager?*

**A:** *Yes.*

**CHAIRMAN:** *Was, or is?*

**A:** *Is.*

**CHAIRMAN:** *And he has made an application, this one is dated 24<sup>th</sup> May, 2013, to the Parish Council, an application for building and/or planning permission. I will direct that to your wife.”<sup>144</sup>*

During a hearing which was convened by the OCG on April 28, 2015, Mr. Sheridan Samuels confirmed the nature of his relationship with Mr. Hayles and advised on the services which he rendered on behalf of ‘*Just One Service*’. At the mentioned hearing, the following, *inter alia*, was stated:

**“CHAIRMAN:***...Could you state your occupation, sir?*

**A: I am the CDF consultant to Member of Parliament, Ian Hayles.**

**CHAIRMAN:** *And just for these ladies benefit CDF is?*

**A:** *Community Development Fund.*

**CHAIRMAN:** *Now, sir, have you from time to time been an agent of his wife, Mrs. Hayles?*

**A:** *Yes; one occasion I can recall.*

**CHAIRMAN:** *And on that, her name is what, sir?*

**A:** *Charlotte Alexander.*

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<sup>144</sup>Transcript of Hearing for Mr. Ian Hayles dated April 20, 2015. Page 33-34



**CHAIRMAN:** *Now in respect of the occasion that you were an agent on her behalf, it was for what purpose?*

**A:** *She asked me to pay building fee for her on a construction at Orange Bay.”<sup>145</sup>*

The OCG also notes that Mr. Ian Hayles was fully aware of the documentation which the HPC required in order to issue a planning and building permit for the Resort in Cousins Cove, Hanover. The foregoing was revealed during a hearing which was convened by the OCG on April 20, 2015, in which the following, *inter alia*, was indicated:

**“A: Yes. They wanted the surveyor’s ID, and they wanted the subdivision plan – three things they wanted – no, four: they wanted the taxes to be paid up on the property and then they would give my wife approval. Sir, we did all four; my wife did all four...”**

**CHAIRMAN:** *You submitted it to the Parish Council?*

**A: Oh, yes, but I know if I should submit Jesus on a platter, they would say it’s the devil. I know. So here is the title and I think the approved subdivision plan. And I want you to look at the first letter they sent with the three things they wanted. When she asked my wife to produce the four documents my wife went out and paid – its only three lots, you know.”**<sup>146</sup>

<sup>145</sup> Transcript of Hearing for the Mr. Sheridan Samuels, dated April 28, 2015. Pages 2-3

<sup>146</sup> Transcript of Hearing for Mr. Ian Hayles dated April 20, 2015. Page 17



In addition to Mr. Hayles being aware of the documentation which was required by the HPC, the former Minister was also in possession of documentation in which he advised were borrowed from his wife, Mrs. Charlotte Alexander-Hayles, and which he shared with the OCG. Mr. Hayles, whilst in attendance at an OCG hearing on April 20, 2015, indicated, *inter alia*, as follows:

*“CHAIRMAN: Document being handed to us is structural engineer report, shopping complex, Mount Pleasant, Orange Bay, Hanover, dated March 2014, and on the cover it also says: Prepared by Andrew Evans, PE, assisted by Adrian Haughton.*

*A:...*

*CHAIRMAN: Let me just ask you to assist me, there seems to be two here, the only difference are the drawings to the back.*

***A: My wife loaned me these things.***

*CHAIRMAN: Okay, we will just look through it and then probably take one and just copy the rest – this is **Exhibit 10.**”<sup>147</sup>*

The OCG considers it prudent to note the list of documents which Mr. Hayles indicated were ‘*loaned to him*’ by his wife, Mrs. Charlotte Alexander-Hayles, and which he shared with the OCG:

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<sup>147</sup> Transcript of Hearing for the Mr. Ian Hayles dated April 20, 2015. Page 27



**Table #7**

List of documents which were provided by Minister Hayles to the OCG on May 20, 2015.	
Exhibit 1*	<ul style="list-style-type: none"> <li>• Draft Building Application letter dated February 6, 2013, from the HPC to Mrs. Charlotte Alexander, entitled, “<b>APPLICATION FOR CONSTRUCTION OF RESIDENTIAL DWELLING UNIT AT LOT 23 COUSINS COVE HANOVER</b>”.</li> <li>• Draft “<b>HANOVER PARISH COUNCIL...COPY OF RESOLUTION PASSED BY COUNCIL ON FEBRUARY 5, 2013...to CHARLOTTE ALEXANDER FOR CONSTRUCTION OF RESIDENTIAL DWELLING AT LOT 23 COUSINS COVE, HANOVER...</b>”</li> </ul>
Exhibit 2*	<ul style="list-style-type: none"> <li>• Copy Title for parcel of land for part of <b>COUSINS COVE PLANTATION</b> in the Parish of <u>Hanover</u>, which is registered at <b>Volume 1160 Folio 761</b> of the Registered Book of Titles.</li> <li>• Letter dated August 31, 1992, to Mr. H.G. Campbell, Commissioned Land Surveyor from Miss M. Eulette, the former Secretary Manager, HPC, Re: Approved Subdivision Applications.</li> <li>• “<b>COPY RESOLUTION PAASED [sic] AT A MEETING OF THE TOWN AND COUNTRY PLANNING COMMITTEE HELD ON THE 23<sup>RD</sup> APRIL, 1992...Subdivision of Lands part of COUSINS COVE in the Parish of Hanover...</b>”</li> </ul>
Exhibit 3*	<ul style="list-style-type: none"> <li>• Letter dated April 2, 2014, from the former Secretary Manager, HPC to Mrs. Charlotte Alexander, and entitled “<b>RE: DEVELOPMENT (RESORT) AT COUSINS COVE HANOVER</b>”</li> <li>• Letter dated February 28, 2013, from the former Secretary Manager, HPC, to Mrs. Charlotte Alexander.</li> </ul>
Exhibit 4*	<ul style="list-style-type: none"> <li>• Property Tax payment Advice dated March 25, 2014, for Cousins Cove, Hanover, and totaling \$1,086,905.00.</li> <li>• ‘Certificate of Collector of Taxes’ for Cousins Cove, Green Island, dated January 28, 2014, for Gerhard Hojan <i>et al.</i></li> <li>• Surveyor’s Diagram of Cousins Cove, Hanover, which was purportedly prepared by Andrew A. Bromfield, Commissioned Land Surveyor.</li> </ul>
Exhibit 5*	<ul style="list-style-type: none"> <li>• Property Tax receipt dated March 16, 2015, for Cousins Cove, Green Island P.O. totaling \$354,500.00.</li> </ul>
Exhibit 6*	<ul style="list-style-type: none"> <li>• Parish Council Receipt (552751) dated March 28, 2014, in the amount of \$141,804,000.00, from Charlotte Alexander, to develop land at Lot 23 Cousins Cove, Hanover.</li> <li>• Parish Council Receipt (553610) dated May 20, 2014, in the amount of \$580,343.00, from Charlotte Alexander for building fees at Cousins Cove, Hanover.</li> <li>• Parish Council receipt (552750) dated March 28, 2014, in the amount of \$141,804.00, from Charlotte Alexander for application to develop land at Lot 24 Cousins Cove, Hanover (Resort Expansion).</li> </ul>
Exhibit 7*	<ul style="list-style-type: none"> <li>• Letter dated May 13, 2014, from Franz C. Jobson of Jobson Wadsworth Thompson Fontaine, Attorneys-at-Law, to Mrs. Judy Lawrence, “<b>Re: 2012-09009-BA00128-Volume 1160 Folio 761</b>”</li> </ul>
Exhibit 8*	<ul style="list-style-type: none"> <li>• “<b>DESCRIPTION OF THE PARCEL OF LAND</b>” at Orange Bay, Santoy PA, for Peter Taylor.</li> <li>• Surveyors Diagram of Mount Pleasant, Hanover, which was prepared by Duel A. Thames, Commissioned Land Surveyor.</li> </ul>



Exhibit 9*	<ul style="list-style-type: none"><li>• Planning Permit “<b>TOWN AND COUNTRY PLANNING AUTHORITY</b>” dated June 19, 2012, Re: Planning Permission for Proposed construction of a shopping center by Just One Service, from Mr. Robert Collie.</li><li>• Letter dated October 31, 2011 from Ms. Shelley-Ann Nelson, Attorney-at-Law.</li><li>• Surveyor’s Diagram of Cousins Cove, Hanover which was purportedly prepared by Andrew A. Bromfield, Commissioned Land Surveyor.</li></ul>
Exhibit 10*	<ul style="list-style-type: none"><li>• Structural Engineering Report...Shopping Complex, Mount Pleasant, Orange Bay, Hanover, prepared by Andrew Evans and dated March 2014.</li></ul>
Exhibit 11*	<ul style="list-style-type: none"><li>• ‘Certificate of Collector of Taxes’ for Mr. Raphael Williams dated June 26, 2013, for located property at Orange Bay, Santoy, P.A, Hanover.</li></ul>
Exhibit 11 B*	<ul style="list-style-type: none"><li>• Property Tax Receipt (7383789) dated June 26, 2013, for Mr. Raphael Williams for Orange Bay, Santoy, P.O totaling \$13,750.00</li><li>• Property Tax Receipt (4224459) dated May 14, 2012, for Mr. Raphael Williams for Orange Bay, Santoy, P.O, totaling \$12,800.00</li></ul>

\* The documents were marked and identified by the OCG as Exhibits.

Notwithstanding the pronouncements of Mr. Ian Hayles that the abovementioned documents, namely the **Subdivision Approval Plan for Cousins Cove**, were ‘loaned to him’ by his wife, Mrs. Charlotte Alexander-Hayles indicated, *inter alia*, the following during an OCG hearing which was convened on April 22, 2015:

*“CHAIRMAN: Have you ever been in possession of a subdivision plan which has come out of a Planning Committee held on the 23rd April, 1992?”*

*MRS WHITTINGHAM: Could I ask you to repeat the question, please?*

***CHAIRMAN: Are you aware of a resolution passed at a meeting of a Town and Country Planning Committee held on the 23rd April, 1992?***

***A: No.***

*CHAIRMAN: And I will share a copy with you in a minute; it speaks specifically to – and I will read: Whereas on the 6th April, 1989, H. G. Campbell, Commissioned Land*



*Surveyor, whose postal address is P.O. Box 124, filed an application dated April 6, 1989, with the Hanover Parish Council under section 5 subsection (1) of the Local Improvement Act for the subdivision of lands part of Cousins Cove in the parish of Hanover.*”<sup>148</sup>

Having regard to the aforementioned Subdivision Plan, Mrs. Judy McKenzie-Lawrence, stated, *inter alia*, the following:

*“CHAIRMAN: Just a minute. I am going to let you have a copy while I read. “Copy resolution passed at a meeting of the Town and Country Planning Committee held on the 23rd of April 1992...*

...

*A: We were not aware that there was a subdivision...*

...

*CHAIRMAN: This document that I just read from?*

*A: Yes and then we went to research and we say oh a subdivision exists [sic], we went to research and we realised that on the 18th of...*

*CHAIRMAN: Funny enough it was Mr. Hayles who gave us this document.*

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<sup>148</sup> Transcript of Hearing Mrs. Charlotte Alexander -Hayles, dated April 22, 2015. Pages 33



**A: That is what I am telling you and he is not supposed to have it because he is not the sub divider...**

**A: Okay. When we went and found the application we realised that on the 18th of June 2004, a copy of the document was delivered to Francis Tulloch.**

**CHAIRMAN: 18th of June?**

**A: 2004 because it is a old file, see it here. We realise that somebody wrote and said one copy of plan delivered to Francis Tulloch. So we said oh.**

**CHAIRMAN: That is the former Member of Parliament?**

**A: Maybe this is how he got the subdivision, because we just wrote the letter but he is not supposed to have the subdivision. He is not the developer.”<sup>149</sup>**

Notwithstanding the foregoing, Mrs. Charlotte Alexander- Hayles, on March 30, 2016, and on other noted occasions unequivocally stated that Mr. Hayles has no interest in the developments. Mrs. Hayles Alexander indicated, *inter alia*, as follows:

***“CHAIRMAN: ...I pause here to say something that I think I had said on a previous occasion that you were here. Part of the allegation is that you Madam are a front for Mr. Ian Hayles who is in fact, had submitted this application. You are a front***

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<sup>149</sup> Transcript of Hearing for Mrs. Judy McKenzie -Lawrence dated April 30, 2015. Page 29-34



*for him and it is really him who is behind all of this application.*

*A: You are asking me a question or you are telling me?*

*CHAIRMAN: I am suggesting to you as I had on a previous occasion that this is part of the allegation that was submitted by an anonymous source to us which started the investigation here that this is-you are-and you understand when I say a front? It is not really you who is actually doing the application it is really Mr. Ian Hayles and you are merely here to protect him.*

*A: Sir...*

*CHAIRMAN: It is a yes or no, it is easier that way.*

***A: It is me who is doing the construction; Mr. Hayles is not doing any construction.***<sup>150</sup> (OCG Emphasis)

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<sup>150</sup> Transcript of Hearing for Mrs. Charlotte Alexander- Hayles, dated March 30, 2016. Pages 48-49



**The Nexus between Mr. Ian Hayles and the Developers /Owners of ‘Just One Plaza’ in Orange Bay and the ‘Resort’ in Cousins Cove, Hanover**

In an effort to ascertain the nexus between Mr. Ian Hayles and the owners and/or developers of ‘Just One Plaza’ in Orange Bay and the ‘Resort’ in Cousins Cove, Hanover, the OCG requested a genealogy report for, *inter alia*, Mr. Hayles and Mrs. Charlotte Alexander-Hayles<sup>151</sup>, and undertook an assessment of same.

It is important to reiterate at this juncture that the ‘Just One Plaza’ was developed by Just One Services. Based upon information retrieved from the Companies Office of Jamaica, the directors of Just One Services are: Mrs. Pauline Gray, Dr. Kesha Gaye Alexander-Gabbadon and Mr. Stephen Gabbadon. Further, the developer of the Resort at Cousins Cove was identified as ‘Charlotte Alexander’ based upon the application for Building and/or Planning Permission which was completed and submitted to the HPC.

The Birth Certificate of ‘*Ian Dave Hayles*’ indicated that he was born in the Parish of Westmoreland to ‘*Pauline Brown*’. The genealogy reports also indicated that ‘*Ian Dave Hayles*’ and ‘*Charlotte Ann Horne*’ were married on July 23, 2011.

In addition to the genealogy report which was requested by the OCG and provided by the Registrar General’s Department, the OCG has found during the course of its investigation that Mrs. Kesha Gaye Alexander Gabbadon is the daughter of Mrs. Charlotte Alexander-Hayles and the step-daughter of Mr. Ian Hayles.

Having regard to the foregoing, the following representations were made by Mr. Ian Hayles during the course of a judicial hearing which was convened by the OCG:

**“CHAIRMAN:** *What is your connection with the entity Just One, are you a part of the company?*

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<sup>151</sup> The Genealogy Report was provided by the Registrar General’s Department (RGD)



*A: I am not a part, but my wife – Just One came about, my wife met Peter Taylor, I always say to my wife, I do not want to do no business in Hanover; I don't want to do no business in Hanover. We live in Orange Bay and often times when we go down for a weekend to go to the supermarket or whatever, is either you go Negril or you go to Lucea. My wife being in business for close to thirty years now, she decided that she wants to do something down there. She opened the company. Kesha is her eldest daughter; my wife has four girls, two for me – which all four would be for me if you ask me. She said she wants Kesha, her eldest daughter to be the one that owns basically the plaza; if anything should happen to her, its for Kesha. She set up the company, my mother said she wanted to go in twenty percent. She gave Kesha eighty percent. When she gave Kesha the eighty percent, Kesha I think at the time had just married her husband, she said she wants to put him on it; he was put on for twenty percent. Kesha knows, even Gabo, knows nothing about it and Kesha more or less is my wife doing something for her at this point. That's how it all started because I know, you know, being a politician anything you touch is government money you thief, and if you change your tyre on your car is government money you use, thief it to put on*



*the tyre on your car. So for me, I wanted to stay out of everything in terms of building or developing in the parish of Hanover.”<sup>152</sup>*

Mrs. Charlotte Alexander-Hayles also provided the following representations during a hearing which was convened by the OCG on April 22, 2015:

**“CHAIRMAN:** Are you familiar with the Just One Plaza in Orange Bay, Hanover?

**A:** Yes.

**CHAIRMAN: What is the extent of your knowledge of that complex?**

**A: Just One Plaza, it has to do with my daughter, my son-in-law and Pauline Grey.**

**CHAIRMAN; And your daughter’s name is?**

**A: Kesha Gayle Alexander.**

**CHAIRMAN: Your son-in-law, his name is?**

**A: Steven Gabbadon [sic]...**

...

**CHAIRMAN: Just for the record once again, Pauline Grey, what’s the relationship to you?**

**A: That’s my mother-in-law.”<sup>153</sup>**

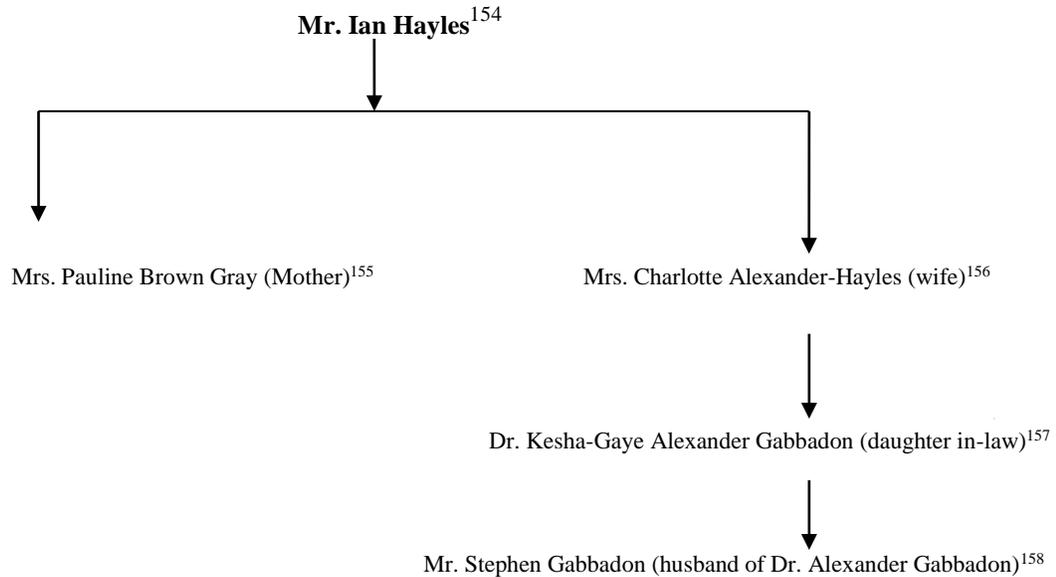
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<sup>152</sup> Transcript of Hearing for Mr. Ian Hayles, dated April 20, 2015, dated April 20, 2015. Page 21

<sup>153</sup> Transcript of Hearing for Mrs. Charlotte Alexander-Hayles dated April 22, 2015. Page 2-4



Based upon the information gathered from the genealogy report and the representations made by both Mr. Ian Hayles and Mrs. Charlotte Alexander-Hayles, the OCG has constructed the following chart with a view to graphically display the relationship and/or affiliation between Mr. Ian Hayles and the owners/developers of the Just One Plaza and the subject Resort in cousins cove.



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<sup>154</sup> Mr. Ian Hayles, MP, Western Hanover.

<sup>155</sup> Ms. Pauline Gray (nee Brown) (Mother)- Director/ Shareholder of 'Just One Services and co-owner of the 'Resort'

<sup>156</sup> Mrs. Charlotte Alexander- Hayles (wife)-equitable owner of Plaza & co-owner of the 'Resort'

<sup>157</sup> Dr. Keisha Gaye Alexander (Daughter in Law) –Director/Shareholder of 'Just One Services'

<sup>158</sup> Mr. Stephan Gabbadon (Director/Shareholder of 'Just One Services')- husband of Dr. Kesha Gaye Alexander



## **Haughton Court, Lucea, Hanover**

Reference is being made to the allegations that were made regarding the sale of the former residence of the Resident Magistrate for the Parish of Hanover, which is located in Lorenton, Hanover, to Mr. Ian Hayles. It was further alleged that the Court Management Services (CMS) was the, "...agent for the property". In this regard, Mrs. Carol Hughes, Acting Principal Executive Officer, Court Management Services, provided the following responses to the OCG's requisitions of April 24, 2015:

*"...the Court Management Services was established to provide administrative services and support to the Judiciary and the Courts of Jamaica. We have no legal standing and as such cannot buy, hold, own or sell land or any other property. Neither do we have the power to act as agent for ourselves or any other party. We are a part of the Office of the Honourable Chief Justice and report directly to her, however, any contract or legal matter in which we have an interest must be executed by the Ministry of Justice on our behalf..."*<sup>159</sup>

Accordingly, the OCG sought to ascertain, from the Commissioner of Lands, NLA, by way of a requisition, dated April 24, 2015, whether the referenced property was sold to Mr. Ian Hayles as alleged. In response to the OCG's Requisition, on April 29, 2015, the Commissioner of Lands advised, *inter alia*, as follows:

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<sup>159</sup> Letter dated April 28, 2015, from Mrs. Carol Hughes, Principal Executive Officer (Actg), Court Management Services, to the OCG



“... ”

*The parcel at Lorenton Avenue, Lucea is registered in the name of the Commissioner of Lands at Volume 1356 Folio 774 and not Volume 1346 Folio 774 as stated in your letter ...*

***The property formerly housed the Resident Magistrate for Hanover and is held in trust for the Ministry of Justice.***

***The property is not for sale and has not been sold to anyone.***

*The property address is Lot 434 Lorenton Avenue, Haughton Court Lucea, Hanover.*

*The parcel is rectangular in shape and slopes moderately above road moderately above road level. It comprises 62,889.75 sq. ft., with a frontage of 130 ft. on Lorenton Avenue. The property is heavily over-grown with vegetation.*

*There are several applications on file to purchase the property but all applicants were advised that it is not available for sale.”<sup>160</sup>*

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<sup>160</sup> Response dated April 29, 2015, from Mrs. Elizabeth Stair, CEO/Commissioner of Lands, National Land Agency to the OCG.



## **Application for Approval to Construct a Petroleum Filling Station**

Dr. Kesha Gaye Alexander-Gabbadon on behalf of ‘Just One Services’ submitted an application dated June 2, 2014, for a building and planning permit, for the development of a Petroleum Filling Station, in Orange Bay District, Santoy, Hanover.

Based on the document entitled “***Processing Form for Subdivision and Development Application...Negril Green Island Development Order 1984***”, the entity ‘Just One Services’, care of ‘Dr. Keshagaye Alexander-Gabbadon’, applied for planning permission for “*Proposed petrol filling station to include three (3) shop*” on June 24, 2013. The application indicated that the Authority accepted a letter from an Attorney-at Law as proof of ownership.

The letter which was accepted as proof of ownership was dated April 29, 2013, from Mr. Bryan A. Clarke, Attorney-at-Law, stated as follows:

***“Re: Property part of Orange Bay, Hanover  
Raphael Williams to JUST ONE  
SERVICES LIMITED.***

*I am to advise that Just One Services Limited has entered into contract with Mr. Raphael Williams for the purchase of the captioned property.*

*It is expected that the sale of the property will be concluded very shortly at which time the company will be given possession of property. In the interim, the company representative is allowed to enter the*



*property to make preparations for its eventual possession of the property.”<sup>161</sup>*

The foregoing letter was accompanied by a Surveyor’s Diagram of the referenced property, which was prepared by “**DONOVAN H. SIMPSON, COMMISSIONED LAND SURVEYOR**” on April 26, 2016.

Having regard to the foregoing application, the OCG notes, by way of a letter dated April 23, 2014, from the Town and Country Planning Authority, ‘Keshagaye Alexander, Just One Service, was advised that conditional approval was granted for the proposed construction and operation of a petroleum storage and dispensing facility at Orange Bay Square, Hanover. The referenced letter indicated, *inter alia*, the following:

*“The Town and Country Planning Authority (TCPA) at its meeting held on 15 April 2014, granted permission for the captioned development, as illustrated on plans date stamped by the National Environment and Planning Agency.”<sup>162</sup>*

Notwithstanding the NGALPA granting conditional planning permission for the petroleum filing station, The HPC required additional information in order to complete the application. Mr. Matthew McGill, the then Director of Planning (Actg), HPC, advised Dr. Keshagaye Alexander, by way of letter dated June 16, 2014,<sup>163</sup> of the outstanding information which was required in order to process the referenced application. The letter stated as follows:

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<sup>161</sup> Letter dated April 29, 2013, captioned ‘*TO WHOM IT MAY CONCERN*’ from Mr. Bryan A. Clarke, Attorney-at-Law.

Permit No. 2013-09017-EP00200  
Application Date 15 August 2013

<sup>162</sup> Letter dated April 23, 2014, from the Town and Country Planning Authority to ‘Kesha Gaye Alexander, c/o Just One Services.

<sup>163</sup> Letter dated June 16, 2014, from Mr. Matthew McGill, the then Director of Planning (Actg) at the Hanover Parish to Dr. Keshagaye Alexander.



**“RE: PROPOSED ERECTION OF A  
PETROLEUM FILLING STATION AT  
ORANGE BAY, HANOVER”**

*Reference is made to the captioned building application. Further to conversation between Keshagaye Alexander and Acting Director of Planning. Please note that the following information is still outstanding and is required to facilitate further processing:*

*1-One (1) copy of updated Surveyor’s Diagram (showing volume & folio number/val. No. of property and name of person of whom survey was conducted.)*

*2-Drawings to be sealed by a Engineer*

*3-Location Plan to be clarified and amended.*

*Kindly note that you have fourteen (14) working days within which to furnish the Council with amended building plans. Failing which, the application will be **CLOSED** and duly returned.”<sup>164</sup>*

The OCG has seen no evidence to suggest that the applicant has taken any further steps in relation to the construction of the Petroleum Filling Station.

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<sup>164</sup> Letter dated June 16, 2014, from Mr. Matthew McGill, the then Director of Planning (Actg), HPC, to Dr. Keshagaye Alexander.



## **Allegations of Misappropriation of CDF Funds by Mr. Ian Hayles**

It has been alleged herein that *“The MP Constituency Development Funds is not spending in the constituency as he have these person Daren Barnes, Sherridon Samuels, Barbara Rubie, Dellis Jackson, Roy Clarke, Marvell Sewell, Olando knibb and Monette Hendricks. Collecting the money from the CDF office in Montego Bay and take back the money to the mp.”*

In this regard, the OCG sought to ascertain the veracity of the aforementioned allegation by requiring Ms. Moveta Munroe, Director, Constituency Development Fund Programme Management Unit (CDFPMU), to respond to the following:

*“Kindly indicate, based on your records, whether, the following persons collected cheques from the ‘CDF office’ in Montego Bay, St. James, in respect of Mr. Ian Hayles, Member of Parliament, Western Hanover, for the period January 2012 to present.”*

- i. Daren Barnes;*
- ii. Sherridon Samuels;*
- iii. Barbara Rubie;*
- iv. Dellis Jackson;*
- v. Roy Clarke;*
- vi. Marvell Sewell;*
- vii. Olando knibb; and*
- viii. Monette Hendricks.”<sup>165</sup>*

In response to the OCG’s requisition, Ms. Moveta Munroe, Director, Constituency Development Fund Programme Management Unit (CDFPMU), in a letter dated November 11, 2016, indicated, *inter alia*, the following:

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<sup>165</sup> Requisition dated November 9, 2016, to Ms. Moveta Munroe from the OCG.



“ ...

*Sheridan Samuels was appointed and has been the Administrative Assistant to the Member of Parliament from Western Hanover from 2011 to date...Monthly he is paid by the Social Development Commission.*

***It should be noted that the CDFPMU office in Montego Bay does not issue cheques, in fact, no office of the CDFPMU issue cheques.***

*Our records have no reference to the persons named in your correspondence and it should be noted that all projects and disbursements to the beneficiaries are handled by the implementing agency... ”<sup>166</sup> (OCG Emphasis)*

Having regard to the response of Ms. Munroe, the OCG sought to ascertain the requisite information from the SDC by way of a requisition dated November 15, 2016, to Dr. Dwayne Vernon.

In response to the OCG’s requisition, Dr. Dwayne Vernon, Executive Director, SDC, on November 30, 2016, indicated, *inter alia*, that the SDC issued contracts to the following persons based upon the approval of Mr. Ian Hayles:

1. Daren Barnes;
2. Barbara Rubie;
3. Dellis Frankson;
4. Marvel Sewell; and
5. Monette Hendricks.

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<sup>166</sup> Letter dated November 11, 2016, from Ms. Moveta Munroe, Director, CDFPMU, to the OCG.



The following table was compiled by the OCG based on information which was extracted from Appendix A of the response of Dr. Dwayne Vernon.

<b>Table #6</b>				
<b>Table indicates particulars of contracts which were approved by Mr. Ian Hayles and implemented by the SDC utilizing CDF funds</b>				
Name	Date	Project	Amount	Requisition
Darren Barnes	September 20, 2013	Cleaning of Compound and playfields	\$200,000.00	Lucea Primary School; Esher Primary School; Lucea Infant School; Upper Rock Spring All Age & Infant School & Church Hill Primary
Darren Barnes	September 20, 2013	(a) Cleaning of the environs of Cauldwell Community Centre (b) Cleaning of Prospect Square	\$150,000.00 <u>\$100,000.00</u> \$250,000.00	Office of the Councillor Cauldwell, Hanover
Darren Barnes	November 6, 2012	To correct land 'slipperage' at Pell River Road To correct blocked road at Cessnut, Blenheim Spring Valley and Cacoon De-bushing at Cessnock to Glasgow	\$60,000.00 \$40,000.00 \$200,000.00 <u>\$300,000.00</u>	Office of the Councillor Cauldwell, Hanover
Barbara Rubie	September 14, 2016	De-bushing and cleaning road verges	\$315,000.00	Office of the Mayor of Lucea
Dellis Frankson	August 24, 2012	Cleaning of Noel Homes Hospital inclusive of labour and equipment, trucking of debris	\$230,000.00 \$90,000.00 <u>\$320,000.00</u>	Western Hanover Health Authority
Dellis Frankson	September 6, 2012	De-bushing and trucking away debris	\$30,000.00	Lucea Primary School
Dellis Frankson	September 14, 2012	Provision of Mobile Public Address and System for Hanover 4-H Parish Advisory Council, re Parish Achievement Day: Location- Green Island High School	\$15,000.00	Hanover 4-H Club
Dellis Frankson	September 25, 2012	Drain cleaning: Grange Kendal Health Centre and Kendal Primary School	\$37,000.00	Western Regional health Authority
Marvel Stewart	August 3, 2012	Cleaning of facility at Watson Taylor Park a. Labour and Equipment b. Trucking of debris	\$140,000.00 \$90,000.00 <u>\$230,000.00</u>	Hanover Parish Council
Monette Hendricks	November 19, 2012	Clean and Clear outlets at Seaview Drive including trucking away of debris	\$20,000.00	Mayor's Office Lucea, Hanover
Monette Hendricks	August 30, 2012	Bushing and Road Repair	\$350,000.00	Mayor's Office Lucea



With respect to the named contracts, the OCG was provided with supporting documentation to include (i) Capital Payment Vouchers, (ii) Invoices, (iii) CDF Expenditure Requisition Form, amongst other documents.

The OCG was also provided with details of the employment contracts which were issued to Mr. Sheridan Samuels in his capacity as “*Consultancy/Project Manager*” to Mr. Ian Hayles.

The OCG also sought to ascertain from the HPC whether ‘*Daren Barnes, Barbara Rubie, Dellis Frankson, Marvel Sewell and Monette Hendricks*’ were awarded contracts by Mr. Ian Hayles utilizing CDF Funds and implemented by the HPC. Mr. David Gardener, CEO, Hanover Municipal Corporation, on December 7, 2016, advised that no contracts were issued to the named persons by Mr. Ian Hayles.

Of note, the OCG, by way of requisition dated November 9, 2016, sought to ascertain answers from Mr. Ian Hayles in respect of the foregoing allegation. The OCG’s requisition was sent to the email address which is on record for Mr. Hayles; notwithstanding, Mr. Hayles has neither acknowledged receipt of nor provided responses to the OCG’s questions. Further, telephone calls were placed to Mr. Hayles which he answered on one (1) occasion, and he was advised of the OCG’s intention to provide him with a copy of the referenced requisition. **Mr. Hayles indicated that he would not provide his exact location to facilitate service of the letter by the office and consequently, he was neither served any further process nor did he attend the office to be further questioned.**



## **Additional Allegations**

Miss Shernet Haughton, the former Mayor of Lucea and Councillor of the Green Island Division, Hanover, also alleged acts of misconduct on the part of Mr. Ian Hayles. Miss Haughton, in a Witness Statement dated April 15, 2015, which was provided to the OCG alleged, *inter alia*, the following:

**“Sometime between January and February of 2014, I can’t recall exactly when, the Member of Parliament for Western Hanover Mr. Ian Hayles called me on the office phone at my office at the Hanover Parish Council and said he had some documents at the Hanover Parish Council and he wanted me to grant him a favour. He asked me to sign and stamp the documents. I asked what documents they were and he informed me that they were the documents for his land and plaza in Hanover.**

*I told the Member of Parliament that I will speak to the Director of Planning and ask what the situation was with the documents. The name of the Director of Planning is Mrs. Sophia Kerr Reid.*

*On the same day I spoke with the [sic] Mr. Hayles. I called Mrs. Reid and asked of the situation with the documents for the [sic] Mr. Hayles and she said that she would have to come and speak to me directly. **Mrs. Reid***



came to my office at the Council and said there are a lot of discrepancies with the documents for the Member of Parliament. She stated that the Volume and Folio number on the title did not match with anything that was submitted to the Council. Also, she stated that the drawings that were submitted were for nine (9) shops and a supermarket, however, he was building much more than the nine (9) shops. Mrs. Reid also stated that the Volume and Folio number that was submitted for a property at Lance's Bay did not match the location.

After I spoke with Mrs. Reid I called the Mr. Hayles, on the same day, and explained to him what was told me by the Director of Planning. I also told him that I could not stamp and sign the documents because it would have to go through the Committee. When I say Committee I mean the Planning Committee, and based on what I was told by the Director of Planning, he would have to address the discrepancies first.

The MP then hung up the phone. Within a few minutes he called back on the office phone and cursed me. He cursed badwords at me and told me that I am the Mayor and that he put me there to assist him and he just asked me to grant him a favour and I'm



**not doing it so I can't stay there. He said he has to get someone who will work with me.**

...

Mr. Michael Grant, my children's father, called me and asked what happened between myself and the Member of Parliament because the Member of Parliament called him and he sounded upset. I said to him that when I get home I will have to speak to him about it. **When I got home told Michael that the Member of Parliament called and asked me to stamp and sign some documents for him. I said to him that I cannot do that.** Michael told me that he is the Member of Parliament so if there is something that I can do for him I should do it. I told him that I can't do it.

**The fight between myself and Mr. Hayles started there. I would say it is a fight based on what I am going through, it was after I told him that I could not sign the documents that the family list and friend lists were generated. I am aware that Mr. Hayles had a meeting at Green Island High School and that persons were there distributing the list. I was there when he distributed the list to many persons and said that they should "take them and use them wisely". I recall that this meeting took place in March of 2014. The Family and friend list refer to are**



**those that were submitted to the OCG and that detailed contracts awarded to my family members.**<sup>167</sup> (OCG Emphasis)

Mr. Michael Wayne Grant, spouse of Miss Shernet Haughton, by way of his Witness Statement dated April 15, 2015, which was provided to the OCG corroborated the allegations leveled against Mr. Hayles by Ms. Haughton. Mr. Grant stated, *inter alia*, the following:

**“I am aware that Mr. Ian Hayles, Member of Parliament for Western Hanover, had requested that Miss Haughton sign document for some property in Orange Bay I think. I think its some land documents and building documents.**

**I recall about January 2014, I was at work at Samuels Hardware, my phone rang and I heard when the person said “Mike, this is Ian Hayles, I asked Shernet to sign some document and she refused and she cannot stay there as Mayor because she not working with me”. I then said “ok Boss”**

*Once Mr. Hayles came off the phone I called Shernet and asked her what was the problem with her and Mr. Hayles now? She told me that when she gets home she would tell me. When she got home I asked her again and she said it was some documents he wanted her to*

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<sup>167</sup> Witness Statement of Miss Shernet Haughton dated April 15, 2015. Paragraphs 9-14



*sign and it is impossible for her to sign them. I did not question Miss Haughton any further.*

*Mr. Hayles called me in about March 2014, I can't really remember. He told me that "I fight Freddy Miller for two (2) years and I fight Junior Allen also and Shernet I can fight her and I am sure I can win her", he also cursed a few badwords. I also remember that he was in a temper. I only replied "Ok bossman". I am aware that Mr. Freddy Miller is the former Councillor for the Green Island Division. I am also aware that Mr. Junior Allen is the former Councillor for the Cauldwell Division, both in Hanover." <sup>168</sup>*

Mr. Ian Hayles was advised of the allegations that were made against him during an OCG hearing which was convened on April 20, 2015, and responded accordingly:

**"CHAIRMAN: Now it is alleged that sometime between January and February 2014 you made contact with the Mayor, Miss Shernet Haughton, by landline telephone; is that correct or incorrect?"**

**MR HAYLES: No, that's incorrect.**

**CHAIRMAN: During that telephone conversation it is alleged that you asked her to sign certain documents for the land and plaza.**

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<sup>168</sup> Witness Statement of Mr. Michael Wayne Grant, dated April 15, 2015. Paragraphs 4 -7.



*A: CG, I never did that, and I just want to say something because I think...*

*CHAIRMAN: I'm going to still ask the question but I'm going to allow you to go and speak. So go ahead.*

*A: I think this has been going on for months now; it has been something that almost allowed me to almost get expelled from my Party, one; two, ostracised, death threats, and every other thing. But sometimes you have to fight some things that you think are wrong. I have nothing to hide. You know the first time I heard about this in terms of what you just expressed is after -- she met with me at my house in Hanover. We came to Kingston for a meeting with the Chairman of the Party and a month after that I heard about that I called her to make some query about approval on behalf of my wife. I have known Miss Haughton for a long time. I have four Councillors and I told each and every one of them: the day I catch you thieving or you doing something illegal, that's where we part company.*

*Miss Haughton, after I received a file and some complaints, I invited her to my house. I said: Shernet, here is what is before me; is it true? She started to cry; she said yes. I say look, I have no confidence in you, you can't be the Mayor no more. A meeting was set up*



*with Shernet Haughton and Wynter McIntosh at my house to deal with she being the Mayor because she said the only person she had confidence in, who they have a relationship, was McIntosh and she would lend her support behind McIntosh. Her next question to me was: If I step down now would you run me back as Councillor? I said no; I wouldn't do it.*

*It so happened that Wynter McIntosh came to the meeting the Saturday morning but she didn't come; there was a demonstration in the constituency. A week later Chairman of the Party called me to a meeting in Kingston. At that meeting in Kingston – and I am going to go through all your questions...*

...

*A: A week later we had a meeting with the Chairman of the Party. I produced a list to the Chairman of the Party; I said to every work that is going on in that Division there is hanky-panky involved. Now I am not a friend of the Parish Council because the level of corruption that is there I can't bear and I can't stand it because that's not why I got into politics.*

*At the meeting with the Chairman she said to the Chairman she didn't know any of the names on the list – no name, not one; not*



*even Mike Grant, her fiancé at the time she didn't know. I say alright, cool. I leave that meeting, I went to country. I called a meeting with the workers and with the delegates from within the Green Island Division. At the meeting I start going through the names because I say if nobody in Kingston know the names, the people who are on the ground in the constituency will know the names and know what she's going on with.*

*I went down and I started to call the names. I didn't know that there was someone there from Nationwide. When I started calling the names she showed up with around twenty guys in the school auditorium at Green Island. Excuse my language, she said is 'me pussy him begging me, that's why he is out to get me'. I said okay, alright, fine.*

*I started with the names, I turned to Lester Crooks, I said: Lester Crooks, well, you know she's not my type and that was captured on Nationwide. That was where it all started. We have had several meetings since then. I was brought to the Disciplinary Committee of my Party and there was action there to expel me. For over a year now there are – my conference for my constituency has been postponed months upon months because they*



said let the OCG rule, let the Party do an internal investigation.

**CG, I went to the Disciplinary Committee hearing about me going down and keeping that meeting; but I couldn't make it continue anymore because there are some officers in the Council that work with Miss Haughton. The Secretary/Manager herself works with Miss Haughton. It's a – words can't explain how they operate up there and how they do things. So I went down and had the meeting.**

*CHAIRMAN: I hope that the words that you utter will explain to me because I'd [sic] love to know how they – I would like to know how everybody operate down there.*

**A: You know, going back down there I heard that its because my wife has some buildings and its because she didn't sign these building – first of all, I heard that the land where my wife has the plaza on is stolen; where she's about to put the gas station is stolen; the building up at Cove no approval was granted and its because she didn't sign these things why I went after her.”**

...

*A: ...Why would I go to Shernet? It nuh mek no sense! It don't mek one sense to go to Shernet about anything fe do with no building. And I can honestly say to you, and*



*you can ask whoever, it is after the meeting in Kingston and we went back down like a month or two later she said she's going to try and get me back and come to you and make some statements. That's what happened, you know. So I know that my wife wouldn't get any kind of approval. My wife is more successful than me, probably five or ten times more successful than me – which is good, and I will never come here and deny my wife or my daughter or my son-in-law; I won't do that. But if you ask me, CG, this has been going on now for a couple years.”<sup>169</sup> (OCG Emphasis)*

Miss Shernet Haughton, during the course of an OCG hearing which was held on April 28, 2015, reiterated that she came ‘under pressure’ due to her refusal to sign the approved application documents as requested by Mr. Hayles. Miss Haughton indicated, *inter alia*, as follows:

**“A... I even mentioned in that said meeting that one of the reasons why I come under so much pressure right now is because I was asked to sign some documents as it relates to those buildings. I am saying it. I was asked by the Member of Parliament, Ian Hayles. He had asked me to sign some documents which I refused to sign. I did not sign them. So I mentioned it in the Planning Meeting that is why and**

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<sup>169</sup> Transcript of Hearing for Mr. Ian Hayles, dated April 20, 2015. Pages 5-8 and 15



**Lloyd Hill's response was, well if you did sign them we wouldn't deh go through this right now.**

**CHAIRMAN: Mr. Hayles is saying that it is not true that he asked you to sign anything. And we questioned him last week. He said that is not true.**

**A: It is true. I would not tell a lie on him.**<sup>170</sup> (OCG Emphasis)

In respect to the foregoing, Mrs. Sophia Kerr-Reid, whilst attending an OCG hearing on April 30, 2015, indicated, *inter alia*, the following:

***“CHAIRMAN: ... On a previous occasion, I am being reminded the former Mayor, Miss Shernet Haughton has indicated that she went to the Director of Planning to find out if she, the Mayor had authority to sign document.***

***A: Out of session application?***

***CHAIRMAN: No. I will ask you what that is in a minute. She is saying that she was approached by Mr. Ian Hayles to approve the application for Just One, so Miss Haughton has indicated that she went to the Director of Planning. I am not certain if that is you and she had a discussion where she sought some advise whether or not she could sign the approval. Can you speak to that?***

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<sup>170</sup> Transcript of Hearing for Miss Shernet Haughton dated April 28, 2015. Page 15



**A: What I can speak to is a question that has often been asked not only by Miss Haughton, but former mayor, if applications can be signed out of session. My answer has always been, the bylaws of the Hanover Parish Council does not allow for that. The plans are approved by resolution.**

...

**CHAIRMAN: What you mean by out of session?**

**A: Out of session meaning it doesn't go to the committee for approval and approvals at the Hanover Parish Council are given through a resolution of Council which involves full Council and the plans are sealed. For seals to be attached to any plan it's by resolution and Council. So if Miss Haughton had approached me that would have been my answer. I am guided by the bylaws of the Hanover Parish Council, 1951.**

**MRS. LAWRENCE: May I say something?**

**CHAIRMAN: You can answer. Has she approached you?**

**A: Miss Haughton has asked me a general question.**

**CHAIRMAN: In relation to it?**

**A: Yes, she has asked me a general question.**



**MRS. LAWRENCE: When it says approved out of session. The approved out of session stamp would have both signatures, Secretary Manager and the Chairman and at some Council that is allowed. Not all Councils seal plans and as she states after it is approved by the Planning Committee it has to be ratified by Council so that the seal can be affixed to every copy of the sheets and stuff. So that's why we do not accommodate out of session. So even if that was the case it would not have worked because it cannot have only her signature, understand?**

**A: And as I said she has asked me in the corridor it is not like a one on one discussion. She has asked me in the corridor, can this be done?"<sup>171</sup> (OCG Emphasis)**

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<sup>171</sup> Transcript of Hearing for Mrs. Sophia Kerr Reid dated April 30. Pages 19-20



## CONCLUSIONS

Based upon the sworn responses provided to the OCG, as well as the documentary evidence submitted during the course of the hearings, the OCG has arrived at the following considered conclusions:

1. The developers of the '*Just One Plaza*' initially applied to the HPC for the construction of nine (9) shops and a supermarket. A total of '*over twenty (20) shops*' and a supermarket were constructed.

The '*Just One Plaza*' was constructed in the absence of a planning and building permit from the HPC, and in wanton disregard for the Cease Work, Stop and Enforcement Notices which were served thereupon. On these premises, the proprietors of the '*Just One Plaza*' breached (a) Section 3 of the Parish Council Act and By-Laws 1952, by undertaking construction of the plaza without the approval of the HPC and (b) Section 24 (3) of the Town and Planning Act, by continuing the construction of the plaza to the point of completion, subsequent to the Enforcement Notice being served.

2. Notwithstanding the option, which is available to the HPC to issue an 'As Built Permit', the OCG concludes that the HPC should also consider the enforcement of the punitive sanctions which are prescribed under Section 4 of the Parish Council Building Act and Sections 23 and 24(3) of the Town and Country Planning Act against the Developers and/or owners of the '*Just One Plaza*'.

Given the time which has elapsed and the disregard of the referenced Notices which were served in respect of the '*Just One Plaza*', the OCG is of the considered view that the responsible and accountable Officers of the HPC failed to enforce any sanctions against the Developers of the '*Just One Plaza*'. The OCG



also considers this failure, on the part of the responsible and accountable officers of the HPC, to be tantamount to a dereliction of duties.

In this regard, and in lieu of the issuance of an 'As Built Permit', the HPC ought to have invoked the sanctions which are set out in Section 4 of the Parish Council Building Act (1908) and Section 24(3) of the Town and Country Planning Act to treat with the illegal act of undertaking the development of land without the approval of the HPC and their failure to comply with the provisions of the Enforcement Order within the time stipulated. Section 4 of the referenced Act stipulates that a Developer who is in breach of the Parish Council Building Act 1952 or any related by-laws is liable to a penalty not exceeding twenty thousand dollars and a daily penalty of one thousand dollars during which time such breach or offence continues after summary conviction.

With regard to the aforementioned breach, the HPC is also empowered, pursuant to Section 23 B. (1) of the Town and Country Planning Act, to apply to the courts for an injunction or a demolition order to restore the property to its pre-development state, on the basis that the proprietors failed to comply with the Enforcement Notice as served. The mentioned section states that:

*23B. (1) Where-*

*(a) a person on whom an enforcement notice is served under section 23 fails to comply with the provisions of that notice within the period specified therein; or*

*(b) a local planning authority, the Government Town Planner or the Authority as the case may be, considers it necessary or expedient for any perceived breach of planning control to be restrained, the local planning authority, the Government Town*



*Planner or the Authority, as the case may be, may apply to the court for an injunction, whether or not they have exercised or are proposing to exercise any of their other powers under this Act...”<sup>172</sup>*

In the circumstances, based on the modest penalties for the noted infractions, considerations ought to have been given to the HPC invoking legal recourse at the highest level.

3. The OCG has concluded, *prima facie*, that the “***Sketch Plan of Cousins Cove Lot 23 and 24***” which was submitted to the HPC, in furtherance of the application for building and planning permission for the Resort, is a **forged document**. The OCG’s premise is based upon the fact that Mr. Andrew Bromfield, who is represented on the face of the said Sketch Plan as the Surveyor, has denied preparing the referenced document. In point of fact, Mr. Bromfield has unequivocally stated that the signature which appears on the document “...**is clearly not my signature...**” It was further explained by Mr. Bromfield that the logo which appeared on the referenced document was no longer in use by his company as at the date which was reflected on the subject *Sketch Plan*.

Section 3(1) of the Forgery Act 1942 states that forgery “... *is the making of a false document in order that it may be used as genuine...*”<sup>173</sup> Section 3(2) of the referenced Act also indicates that “*A document is false within the meaning of this Act if the whole or any material part thereof purports to be made by, or on behalf of, or on account of a person who did not make it nor authorize its making;...*”<sup>174</sup>

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<sup>172</sup> Section 23 of the Town and Country Planning Act.

<sup>173</sup> Section 3(1) of the Forgery Act 1942

<sup>174</sup> Section 3(2) of the Forgery Act 1942



- In the foregoing regard, Section 5(3) (j) of the Forgery Act stipulates that the penalty for the forging of a **builder's certificate** and/or a **surveyor's certificate** is imprisonment with hard labour for a term not exceeding seven (7) years.
4. The OCG acknowledges and commends the administration of the HPC for the vigilance that was brought to bear upon the application process; and which has, so far, had the result of no permit(s) being issued for the subject developments. Notwithstanding the above, the submission of the referenced forged (false) document to the HPC brings into sharp focus concerns with regard to the integrity of the application process for the subject developments. It further begs the question, can the application process stand the test of scrutiny?
  5. Based upon the pronouncements of Mr. Bromfield, the referenced sketch plan is a forged document, and as such, the person(s) who **knowingly** tendered same is/are guilty of the offence of '*uttering*' of a forged document' pursuant to Section 9 of the Forgery Act 1952.
  6. The "*Sketch Plan of Cousins Cove Lot 23 and 24*" was submitted to the HPC in support of an application for a planning and building permit, by '*Kesmore Rattary*' on behalf of Mrs. Charlotte Alexander-Hayles.
  7. The OCG concludes that Mrs. Charlotte Alexander-Hayles, by way of a letter of authorization, authorized Mr. Kesmore Rattary to submit the forged sketch plan along with the application for building and planning permit to the HPC.
  8. There are two (2) components to the offence of '*uttering*' of a forged document, that is (a) the act of tendering the forged document to the HPC (*actus reus*) and (b) tendering the sketch plan **knowing** it to be forged (*mens rea*). Of note, Mr. Rattary advised the OCG, that he was unaware that the referenced sketch plan was forged. Mrs. Charlotte Alexander-Hayles also advised the OCG of the following, when questioned about whether she had provided Mr. Rattary with the mentioned Sketch



Plan; “*Honestly, I don’t remember some of the stuff them, to be honest, I don’t remember*”.

9. The National Land Agency (NLA) clarified its initial advice in 2014 that the legal title of the parcel of land on which the ‘*Just One Plaza*’ is located vests in the Commissioner of Lands. **In fact, the legal title of the said parcel of land vests in the names of Mr. Alfred Graham and Mr. Peter Taylor, the Executors of ‘Zada Taylor’ and the vendors of the named property.**

Upon the conduct of certain verification exercises on June 2, 2016 and June 9, 2016, it was concluded that “...*the advent of the main road and the abandoning of portions of the old parochial road has lead to some confusion as to the true location of the aforementioned properties.*”<sup>175</sup> Essentially, “**Lands registered at Vol. 1008. Fol. 184 in the name of the Commissioner of Lands is fully engulfed in the carriageway and reservations of the main road.**”

10. The OCG has seen no evidence to suggest that Mr. Ian Hayles has a legal interest in the properties identified as the ‘*Just One Plaza*’ located in Orange Bay, Hanover, or the ‘*Resort*’ located in Cousins Cove, Hanover. The land upon which the ‘*Just One Plaza*’ is situated is legally owned by Mr. Alfred Graham and Mr. Peter Taylor, with an equitable interest vesting in Dr. Kesha Gaye Alexander-Gabbadon and Mrs. Pauline Gray.

The ‘*Resort*’ located in Cousins Cove, Hanover, is legally owned by ‘*Gerhard Hojan*’ and ‘*Pauline Holgate (Hojan)*’, with beneficial/equitable interest vesting in ‘*Mrs. Charlotte Alexander*’ and Ms. Pauline Gray (the wife and mother of Mr. Hayles) in accordance with Agreements for Sale.

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<sup>175</sup> Survey Report prepared by Christopher Williams, Commissioned Land Surveyor, Surveys and Mapping Division, NLA, under cover of letter dated July 6 2016, from Mrs. Elizabeth Stair, OD, JP, CEO/Commissioner of Lands, to the OCG.



11. Notwithstanding the absence of a legal interest, the OCG concludes that Mr. Hayles is linked to and featured prominently in the affairs of the aforementioned developments in the following manner:

- a. He commissioned the survey of ‘*Just One Plaza*’, for which his CDF Officer, Mr. Sheridan Samuels acted as an agent; and
- b. **On April 20, 2015, during a hearing, Mr. Hayles provided to the OCG, a copy of the Sub-Division Approval for Cousins Cove, amongst other documents, which he indicated were loaned to him by his wife. Notably, on April 22, 2015, in an OCG hearing, Mrs. Alexander Hayles advised the OCG that she has no knowledge of the referenced above Sub-Division Approval.**
- c. During an OCG hearing, which was convened on April 20, 2015, Mr. Ian Hayles provided the OCG with a copy of the forged “*Sketch Plan of Cousins Cove Lot 23 and 24*” which was purportedly prepared by Mr. Andrew Bromfield, Commissioned Land Surveyor.
- d. Mr. Ian Hayles placed a telephone call to Mrs. Judy McKenzie-Lawrence in relation to the Notices that were served by the HPC. The discussions which ensued during the referenced telephone call, and which the OCG accepts, were reported to the OCG by Mrs. Judy Lawrence-McKenzie and are reiterated below:

**“Mr. Ian Hayles. He said, “So you targeting me”. I said, “I beg your pardon. I said I don't target persons”. He said I went down to his property and issued a cease work notice. I said this is the way I work I do not target persons and I hang up my phone.”**<sup>176</sup>

- e. Mr. Ian Hayles approached Ms. Shernet Houghton, former Mayor of Lucea and Councillor of the Green Island Division and requested that she grant

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<sup>176</sup> Transcript of Hearing for Mrs. Judy McKenzie-Lawrence dated April 30, 2015. Pages 25-26



him a ‘favour’ by signing and stamping documents which were in relation to “*his land and plaza in Hanover*”.

12. In respect of the representations which were made by Miss Shernet Haughton concerning the ‘favour’ which was requested of her by Mr. Ian Hayles to stamp and sign documents which related to “...*his land and plaza in Hanover*”, the OCG is of the considered opinion that such an act gives rise to an attempt to influence the actions of a public officer in the lawful conduct of her duties. In this regard, the OCG concludes that such an act is contrary to Section 14 (7) of the Corruption Prevention Act (CPA).

Section 14 (7) of the CPA states that:

*“Any person who is or is acting as an intermediary or through a third person who seeks to obtain a decision from any Ministry or Department of the Government or any statutory body or authority or any government company or any body providing public services whereby he illicitly obtains for himself or for another person any benefit or gain (whether or not the act or omission to act from which the benefit or gain is derived is detrimental to the Government) commits an act of corruption.”*

13. The OCG further concludes that given Mr. Hayle’s affinity to Mrs. Charlotte Alexander-Hayles, Dr. Kesha Gaye Alexander Gabbadon and Ms. Pauline Gray, his intervention in respect of the approval process, as represented above, would amount to a conflict of interest.



14. Mrs. Charlotte Alexander-Hayles, presented Agreements for Sale for lots twenty-three (23), twenty-four (24) and twenty-five (25) Cousins Cove, Hanover, to the HPC and the NLA in support of (1) an application to the HPC for building and planning permission for the ‘Resort’ in Cousins Cove, and (2) an application to lodge a caveat against the parent title of the referenced property (**Volume Folio 1160 Folio761**). The Agreements for Sale were tendered and accepted as proof of ownership of the mentioned parcel of lands.

15. The OCG is of the considered view that the Agreements for Sale which were prepared for lots 23 and 24; and upon which Mrs. Charlotte Alexander-Hayles relied to undertake transactions at the HPC and the NLA were incomplete.

The following table reflects the anomalies touching and concerning the Agreements for Sale which were submitted to the NLA and the HPC:

<b>Table #8</b>			
<b>Documents</b>	<b>Version Submitted to the HPC</b>	<b>Version Submitted to the NLA</b>	<b>Discrepancy/Irregularity</b>
Lot 23	Agreements for Sale were signed by one Mr. Gerhard Hojan.	Agreement for Sale was signed by one Mr. Gerhard Hojan.	The signature appears to differ on both versions of the Agreements for Sale.
Lot 23	The Agreement did not contain the name of the Purchaser.	The name of Purchaser was clearly stated on the document.	The versions of the referenced agreements which were submitted to the NLA did not indicate the names of the purchasers with respect to Lots twenty-three (23)
Lot 24	The Agreement did not contain the name of the Purchaser.	The name of Purchaser was clearly stated on the document.	The versions of the referenced agreements which were submitted to the NLA did not indicate the names of the purchasers with respect to Lots twenty-four (24)
Lot 23	The signatures of the Vendors, ‘Gerhard Hojan’ and ‘Pauline Hojan’ were not notarized	The signatures of the Vendors, ‘Gerhard Hojan’ and ‘Pauline Hojan’ were notarized	Unlike the versions submitted to the NLA, the signatures of the Vendors, ‘Gerhard Hojan’ and ‘Pauline Hojan’ were notarized by a Notary of the Public for the state of Florida.
Lot 24	The signatures of the Vendors, ‘Gerhard Hojan’ and ‘Pauline Hojan’ were not notarized	The signatures of the Vendors, ‘Gerhard Hojan’ and ‘Pauline Hojan’ were notarized	Unlike the versions submitted to the NLA, the signatures of the Vendors, ‘Gerhard Hojan’ and ‘Pauline Hojan’ were notarized by a Notary of the Public for the state of Florida.

16. The actions of the former Mayor of Lucea, Miss Shernet Haughton, in signing the Cease Work Notice in respect of Cousins Cove, approximately one year subsequent to the date on which Mrs. Judy McKenzie-Lawrence signed same, is odd. Mrs. McKenzie-Lawrence executed the Cease Work Notice on **April 24,**



2013, and Miss Haughton executed same on March 24, 2014, eleven (11) months thereafter.

17. Based upon the statutory requirements for the issuance of a planning and building permit by the HPC, the OCG concludes that without remedial action on the part of the developers of Cousins Cove, Hanover, an ‘*As built or Retention*’ permit could not be issued in respect of the ‘*Resort*’. The Office has taken this position based on the plethora of unresolved breaches and discrepancies which exist as it regards the ownership of the property, amongst other things.

It has been established herein, that lot twenty-four (24), one of the lots on which the ‘*Resort*’ is located was “*reserved for community purposes and shall be transferred free of cost with Registered Title to the Council*”. The process of remedying the mentioned concerns would involve the redesign of the subdivision of Cousins Cove and the allocation of an alternate lot to the Council by the Developer. It is also mandatory that Developers of such lands secure splinter titles, which may only be obtained upon the completion of the sub-division exercise. Further, it is imperative to note that, as at the date of this Report, the sub-division approval process was not completed, and as such, there are currently no splinter titles available for the individual lots.

18. The OCG accepts that Officers of the HPC effected service<sup>177</sup> of the Cease Work Notices, in respect of the developments which were undertaken in Orange Bay and Cousins Cove, Hanover, on March 1, 2013 and May 15, 2013 respectively.

The OCG has taken the foregoing position, notwithstanding the HPC’s failure to prepare Affidavits of Service in respect of the aforementioned Notices. In lieu of the Affidavits, the HPC prepared bundled documents which were intended to prove service. The referenced documents included copies of the Cease Work

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<sup>177</sup> Pursuant to Section 30 of the Town and Country Planning Act 1957, a notice, order, or other document required to be served under the referenced Act, may be served by affixing same to some conspicuous part of the premises.



Notices which were served upon the premises and photographs which were taken of the premises upon service. The OCG, specifically notes, one photograph which was provided in respect of Cousins Cove, which was taken at the ‘Resort’, whilst construction was underway. The photograph bore the images of who were confirmed to be Mr. Alexander Mann, Mrs Judy McKenzie-Lawrence, and Mr. Bryan Miller.<sup>178</sup> This serves as evidence that a team from the HPC visited the subject site and effected service of the mentioned Notice.

In this regard, the OCG therefore accepts the account of Mrs. Judy McKenzie-Lawrence, as it regards the manner in which the Cease Work Notice was served upon Cousins Cove. Mrs. McKenzie-Lawrence indicated that the referenced documents were served by herself, Mr. Alexander Mann, and Mr. Matthew McGill, the then Acting Director of Planning, by securing the Notices on the building.

19. Notwithstanding the OCG’s acknowledgement that the aforementioned Cease Work Notices were served upon the Resort at Cousins Cove and the ‘Just One Plaza’ in Orange Bay by Officers of the HPC, the OCG is of the considered view that Officers of the HPC stopped short in the execution of their statutory duties, when they failed to take legal action, pursuant to Section 4 of the Parish Council Building Act against the developers of ‘Just One Plaza’ and the ‘Resort’. The failure of the HPC Officers, to initiate legal or other action, subsequent to the issuance of the Notices, could be viewed as the Officers acquiescing to the continued breaches of Section 3 of the Parish Council Building Act and By-Laws 1952. The foregoing By-Laws prohibit the erection of any building without the express approval of the Council.<sup>179</sup>

20. The OCG concludes that the allegation that the former residence of the Resident Magistrate of Hanover, located at Lorenton Avenue, Lucea, Hanover, was sold to

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<sup>178</sup> The images on the photograph were identified by Mr. Alexander Mann and the Acting Secretary Manager, HPC.

<sup>179</sup> Please see pages 142-143.



Mr. Ian Hayles is without merit. The legal title of the referenced property vests in the Commissioner of Lands, and we verily believe it to be true that it is not for sale.

21. The OCG concludes that there is **no** evidence to support the allegation that the “... *MP Constituency Development Funds is not spending in the constituency as he have these person [sic] Daren Barnes, Sherridon Samuels, Barbara Rubie, Dellis Jackson, Roy Clarke, Marvell Sewell, Olando knibb and Monette Hendricks. Collecting the money from the CDF office in Montego Bay and take back the money to the mp*”. The Member of Parliament to which reference is being made is Mr. Ian Hayles.

22. The OCG concludes that contracts were awarded by the Social Development Commission (SDC), utilising CDF funds to *Darren Barnes*, *Barbara Rubie*, and *Monette Hendricks* upon the approval of Mr. Ian Hayles. The contracts which were awarded to the aforementioned persons were undertaken in the constituency of Mr. Ian Hayles as indicated in the table below:

<b>Table # 9</b>				
<b>Particulars of contracts which were approved by Mr. Ian Hayles and implemented by the SDC utilizing CDF funds</b>				
<b>Name</b>	<b>Date</b>	<b>Project</b>	<b>Amount</b>	<b>Requisition</b>
Darren Barnes	September 20, 2013	Cleaning of Compound and playing fields	\$200,000.00	Lucea Primary School; Esher Primary School; Lucea Infant School; Upper Rock Spring All Age & Infant School & Church Hill Primary
Darren Barnes	September 20, 2013	(c) Cleaning of the environs of Cauldwell Community Centre (d) Cleaning of Prospect Square	\$150,000.00 <u>\$100,000.00</u> \$250,000.00	Office of the Councillor Cauldwell, Hanover
Darren Barnes	November 6, 2012	To correct land 'slipperage' at Pell River Road To correct blocked road at Cessnut, Blenheim Spring Valley and Cacoon De-bushing at Cessnock to Glasgow	\$60,000.00 <u>\$40,000.00</u> \$200,000.00 <u>\$300,000.00</u>	Office of the Councillor Cauldwell, Hanover
Barbara Rubie	September 14, 2016	De-bushing and cleaning road verges	\$315,000.00	Office of the Mayor of Lucea
Monette Hendricks	November 19, 2012	Clean and Clear outlets at Seaview Drive including trucking away of debris	\$20,000.00	Office of the Mayor of Lucea
Monette Hendricks	August 30, 2012	Bushing and Road Repair	\$350,000.00	Office of the Mayor of Lucea



## **REFERRALS**

Having regard to the conclusions, the OCG, hereby, makes the following referrals:

1. The Contractor General is, hereby, referring Mrs. Charlotte Alexander-Hayles and Mr. Ian Hayles to the Commissioner of Police for further investigation, having found, *prima facie*, evidence of forgery, given that the referenced sketch plan is a false document.

The OCG's Referral is also being made for further criminal investigations with respect to the subject *Sketch Plan* and the maker(s) of such a false document which gives rise to the offence of 'Conspiracy' to defraud the Hanover Parish Council.

The instant referral is being made based upon the submission of a "***Sketch plan of Part of COUSINS COVE Lot 23 and 24***" which was submitted to the HPC by Mr. Kesmore Rattary in furtherance of obtaining planning and building permission. Mr. Kesmore Rattary was authorized by Mr. Charlotte Alexander-Hayles to conduct business on her behalf with respect to the referenced application. Mr. Rattary was provided with the referenced Sketch Plan by Mrs. Alexander-Hayles.

The "***Sketch plan of Part of COUSINS COVE Lot 23 and 24***" was purported to have been prepared and signed by Mr. Andrew Bromfield. Mr. Bromfield, however, distanced himself and his firm from the preparation of the document when he advised the OCG that the document was not prepared by him and that his signature had been forged. The document is a false document and its source is to be determined accordingly.

The Contractor General is hereby referring Mr. Ian Hayles and Mrs. Charlotte Alexander-Hayles to the Commissioner of Police for further investigation pursuant to Sections 3, 5 and 9 of the Forgery Act 1942



The Common Law offence of Conspiracy is an agreement by two or more persons to commit an unlawful act, coupled with an intent to achieve the agreements objective, and action or conduct that furthers the agreement; a combination for an unlawful purpose.<sup>180</sup>

In satisfying the offence of Conspiracy under the common law, no overt act is necessary to satisfy a charge of conspiracy save the act of agreeing itself. The leading case of Mulcahy v The Queen<sup>181</sup>, the House of Lords held that “A conspiracy consists not merely in the intention of two or more, but in the agreement of two or more to do an unlawful act, or to do a lawful act by unlawful means...”

2. Notwithstanding Mr. Kesmore Rattary’s disclosure that he was not aware that the documents were fraudulent, the OCG is hereby referring Mr. Rattary to the Commissioner of Police in order to determine whether he committed a breach of the Forgery Act or any Act as an agent in furtherance of the process of submitting the said Application Form.
  
3. The OCG is also referring Mr. Ian Hayles to the Commissioner of Police for further investigation in respect of the allegations which were made by Miss Shernet Houghton concerning the attempt to influence the actions of a public officer in the lawful conduct of her duties contrary to the Section 14(7) Corruption Prevention Act (CPA).

This referral is also being made to the Commissioner of Police for further investigation in respect of whether the aforementioned acts by Mr. Ian Hayles gives rise to a conflict of interest.

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<sup>180</sup> Blackstone’s Law Dictionary, Ninth Edition. Page 351

<sup>181</sup> (1868) L.R. HL 306.



4. The OCG is referring Mrs. Pauline Gray (nee Brown) to the Commissioner of Police for further investigation with respect to the circumstances under which lot twenty-four (24), Cousins Cove, Hanover, was sold to her by Mrs. Pauline Hojan and Mr. Gerhard Hojan.
  
5. The OCG is also referring a copy of its Report to the Minister of Local Government and Planning, the Hon. Desmond McKenzie, CD, JP, MP, and Mr. Denzil Thorpe, Permanent Secretary in the Ministry of Local Government and Community Development for his considered action, on the failure of the Hanover Parish Council to employ the applicable sanctions commensurate to the breaches perpetrated by the principals of the '*Just One Plaza*' and Cousins Cove, Hanover. The aforementioned developments were undertaken without the issuance of planning and building permits from the Hanover Parish Council, and as such breached Section 3 of the Parish Councils Act.



## **RECOMMENDATIONS**

***Section 20 (1) of the Contractor-General Act mandates that “After conducting an Investigation under this Act, a Contractor-General shall, in writing, inform the principal officer of the public body concerned and the Minister having responsibility therefor of the result of that Investigation and make such recommendations as he considers necessary in respect of the matter which was investigated.” (OCG Emphasis)***

In light of the foregoing, and having regard to the Findings and Conclusions that are detailed herein, the OCG now makes the following Recommendations:

1. The OCG recommends that an accountability framework or guideline be developed for public officers who are involved in the approval and monitoring of building applications and permits. It is humbly recommended that the accountability framework details, amongst other things, specific courses of action and associated timelines within which officers are to address identified irregularities and/or deviations from the Town and Planning Act, any other such law/regulations which govern building approvals and permits and/or the issued building permit itself.
2. In an effort to ensure effective enforcement of our local planning and building laws/regulations, it is further recommended that the aforementioned accountability framework or policy include specific and appropriate sanctions for public officers who are either complicit or negligent in their lawful responsibilities and who do not exercise due care in enforcing the sanctions for breaches associated with building permits or development orders. It is the OCG’s considered opinion that these measure will guard against abuses of Jamaica building application and permits systems.
3. The OCG recommends that the Ministry of Local Government undertakes a review of the ‘As Built’ or ‘Retention’ Permit facility with a view of determining whether,



in its current form, it serves the intended purpose and whether the application of this facility is in keeping with international best practices.

Additionally, the OCG recommends that the Ministry of Local Government formulate and enforce strict requirements for the application and utilization of the 'As Built' or 'Retention' Permit for the practice of issuing permits for developments which were undertaken prior to the issuance of a permit. The OCG is of the considered view that, in its current form, the application of the 'As Built' or 'Retention' Permit may be subject to abuse. This is on the basis that it may serve as a tool and a 'loophole' which legitimizes the breach of building and planning regulations.

The facilitation or legitimization of illegal structures also has implications for the ideals of rural and urban planning, which seeks to systematically ensure the proper use of land and infrastructure, the protection of the environment and public welfare.

4. The OCG urges state agencies to apply greater levels of scrutiny and diligence in the verification exercises which are geared toward determining the authenticity and credibility of tendered documents. This may serve to reduce the incidence of forged, erroneous and/or incomplete documents being accepted as valid and authentic. This may further serve to reduce the susceptibility of state agencies to the commission of fraud by unscrupulous and/or uninformed persons, as the case may be. It is also being recommended that state agencies implement and enforce a requirement which would make mandatory the submission of original documents; and in lieu of this, only authorise the acceptance of copied documents which have been duly certified or attested to as a true copy.
5. The OCG further recommends that all Parish Councils and Local Authorities **mandatorily** prepare an 'Affidavit of Service' or a system to record the issuance of Cease Work, Stop and Enforcement Notices. Further, it is being recommended that



documentary evidence in the form of photographs illustrating the manner in which documents were served, as well as the persons upon whom they were served, accompany the '*Affidavit of Service*'.

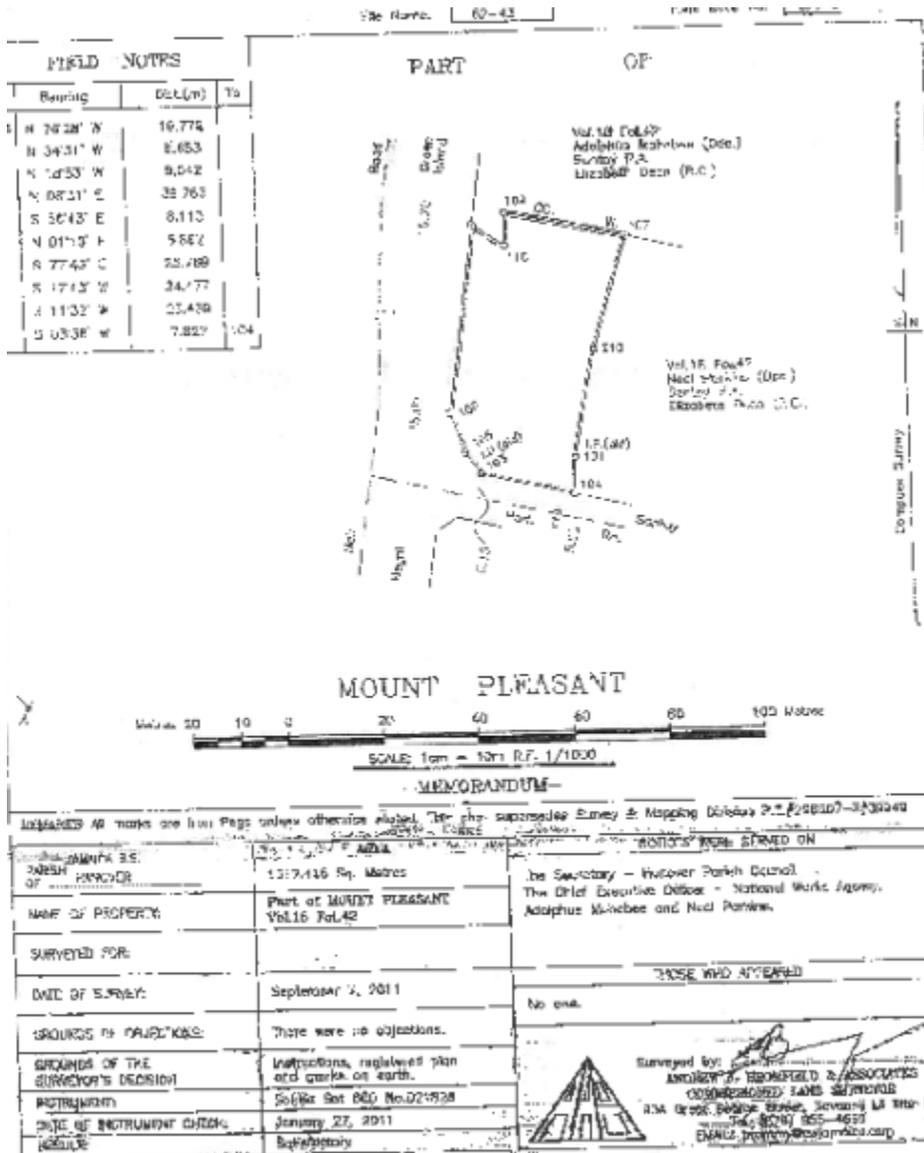
6. The OCG strongly recommends that the Ministry of Local Government and the administration of all Parish Councils conduct an audit or verification process with a view to regularize and enforce the requisite sanctions against developments which have been constructed in breach of the relevant pieces of legislation, protocols, guidelines and regulations.



**APPENDICES**

**Appendix 1**

Sketch Plan of 'Just One Plaza' Orange Bay, Hanover, which was prepared by Andrew Bromfield, Commissioned Land Surveyor.





## Appendix 2

Surveyor's ID Report of 'Just One Plaza', Orange Bay Hanover, which was prepared by Mr. Andrew Bromfield, Commissioned Land Surveyor.



**ANDREW A. BROMFIELD & ASSOCIATES**  
**COMMISSIONED LAND SURVEYOR**  
 P.O. GREAT GEORGE STREET, SAVANNA-LA-MAR P.O., WESTMORELAND, JAMAICA W.I.  
 EMAIL: [brommy@jamaica.com](mailto:brommy@jamaica.com), TELEPHONE: (876) 955-1669

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**SURVEYOR'S IDENTIFICATION REPORT**

RE: Part of MOUNT PLEASANT, HANOVER

Volume 18 Folio 42 Exam. No.298607

I have checked the above mentioned property and certify that:-

- (I) The property now known as Part of MOUNT PLEASANT, HANOVER is a part of the land referred to in Certificate of Title registered at Volume 18 Folio 42 and is the land described on pre-checked plan bearing Survey & Mapping Div. Exam. No.298607
- (II) The boundaries ARE in general agreement with the pre-checked PLAN bearing Survey and Mapping Division Exam. No.298607 (See Sketch Plan Below, Plan Distances and Unshaded Boundaries in Here)
- (III) There is NO physical evidence on earth of any easements affecting the property.
- (IV) The physical boundaries are well established and appears to be of long standing.
- (V) There is a concrete building on the property.
- (VI) If the measurements in the aforementioned pre-checked plan are to stand then the building COULD NOT BE affected.

NOTE (1) This report was prepared from a survey made in accordance with the Land Surveyors Law and Regulations and therefore cannot be used for the establishment of any fence, building or other improvement on the property.

NOTE (2) The information from which this report is prepared was obtained on the date of the report from personal observations only.

Remarks: The Volume and Folio number quoted represents that of the parent Certificate of Title.  
No splitter Title has been issued for Exam. No.298607

ABBREVIATION	
C.C.W.	Concrete Wall
C.C.P.	Concrete P/Bar
C.M.	Concrete
M.	Masonry
M.P.	Hardwood Pkg
I.P.	Iron Pkg
I.R.	Iron Rod
M.P.	Wire Fence
Z.F.	Zinc Fence
I.P.F.	Iron Fence
M.P.F.	Wood Fence
S.W.	Stone Wall
S.W.	Block Wall

PRJ. MMHC 02-42 (2011)

**SKETCH PLAN**

*(Signature)*  
**ANDREW A. BROMFIELD**  
 COMMISSIONED LAND SURVEYOR  
 DATE: March 25, 2014

TO: MR. IAN HAYLES



**Appendix 3**

Stop Notice served upon Cousins Cove, Hanover, which was signed by Mrs. Judy McKenzie-Lawrence on April 24, 2013 and Miss Shernet Haughton on March 24, 2014.

**THE TOWN AND COUNTRY PLANNING ACT  
STOP NOTICE  
(PURSUANT TO SECTION 22A)**

**TO: Keisha Gayle-Alexander**

**OF: Orange Bay, Hanover**

**BEING:** .....

- a) The owner or occupier of land on which development is taking place
- b) The person who is engaged in the development of land.
- c) A person appearing to have an interest in land on which development taking place

**Orange Bay, Hanover**  
(State address at which the development is taking place)

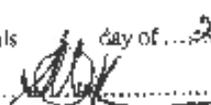
**YOU ARE HEREBY REQUIRED TO IMMEDIATELY CEASE THE**  
**Illegal construction of concrete structure**  
Site nature of development

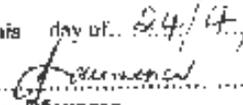
Which is unauthorized or hazardous or otherwise dangerous to the public and which is being carried out:-

\*(a) in the breach of the **Illegal construction of concrete structure**  
(State condition)  
Conditions subject to which planning permission was granted.

\*(b) ~~without the granting of planning permission.~~  
\*Cross out whichever is not applicable)

1. THIS NOTICE TAKES EFFECT FROM THE TIME OF SERVICE UPON AND IS A PERIOD OF **TEN (10) DAYS**. This period may be extended at the discretion of the Local Planning Authority.
2. Failure to comply with this stop notice renders you liable to prosecution and if convicted a maximum fine of Twenty-five Thousand Dollars (\$25,000.00) or a maximum fine of One Million Dollars (\$1,000,000.00) may be imposed. A maximum of Six (6) months imprisonment where there is default in paying.

Dated this \_\_\_\_\_ day of 24/3/2014  
  
.....  
**Chairman**  
**Local Planning Authority**  
**Hanover Parish Council**

Dated this \_\_\_\_\_ day of 24/4/14  
  
.....  
**Secretary/Manager**  
**Local Planning Authority**  
**Hanover Parish Council**



**Appendix 4**

Caveat which was lodged against the Parent title of **Volume 1160 Folio 761 Cousins Cove, Hanover**, by Mrs. Charlotte Alexander-Hayles.

M.L.A. CD 1



**CAVEAT AGAINST THE REGISTRATION OF ANY CHANGE IN THE PROPRIETORSHIP OR OF ANY DEALING**  
R.T.A. Section 129

	<p>In the Matter of the Registration of Titles Act In the Matter of Certificate of Title registered in Volume 1160 Folio 761 of the Register Book of Titles</p>
Give full name, address and occupation of the caveator.	<p>Name: <b>CHARLOTTE ALEXANDER</b>          Address: <b>39 Hopfield Avenue, Kingsford, in the parish of St. Andrew</b>          Occupation: <b>Accountant/Chair Vic President Phoenix</b></p>
Give particulars of the estate or interest claimed, state of and nature of parties to documents of any order which claim is made and the amount of the State Mortgage Agreement for Sale.	<p>Nature of the estate or interest claimed:  <b>EQUITABLE INTEREST AS PURCHASER UNDER AGREEMENT FOR SALE</b>          By virtue of the Agreement for Sale referred to below, copies of which are hereby attached.</p>
Please state if caveator is subject to a lease.	<p>In the land comprised in the Certificate of Title registered in Volume 1160 Folio 761 of the Register Book and I forbid the Registration of any person as Vendor or Proprietor and of any instrument affecting such estate or interest until after notice of the intended registration or dealing be given to me, <b>2/15/2017</b> and I understand that the subject to registration or dealing is given to me, <b>2/15/2017</b> and I understand that the subject to registration or dealing is given to me, <b>2/15/2017</b>.</p>
Address must be provided for the service of notices within the City limits and parish of Kingsford only. You may also state an additional address for service.	<p>I appear <b>Charles Britton &amp; Co. of Solicitors in Western Business Centre, 15 Hope Street</b> as the agent of <b>Linda Wilson &amp; Co. Mackay - 101 of Duke Street, Mackay</b> in which notices and proceedings relating hereto may be served.          Additional address for service:</p>
The Caveat may be signed by the Caveator(s) or his agent if the witness is not an attorney-at-law, justice of the peace or notary public then they should state their name, address and occupation.	<p>By the said <b>CHARLOTTE ALEXANDER</b>          Name of Applicant            Witness          Name: _____ Address: _____ Occupation: _____          If the individual is unable to read or write by reason of illness or blindness:          Signed by _____          Name of Applicant _____ Mark _____</p>
Please state names of witnesses.	<p>After the same was read over and explained to him or her and who expressed themselves as understanding the nature and effect of the contents.          In the presence of _____          Witness Name: _____ Address: _____ Occupation: _____</p>



## Appendix 5

Agreement for Sale for Lot 25, Cousins Cove, Hanover, which was submitted to the NLA.

### **AGREEMENT FOR SALE**

AGREEMENT FOR SALE made on the date set out in Item 1 of the Schedule hereto whereby IT IS AGREED that the VENDORS whose full names, Registered Addresses, Occupations and Taxpayers Registration Numbers are set out in Item 2 of the Schedule, shall sell and the PURCHASER whose full name, address, occupation and Taxpayer Registration Number are set out in Item 3 of the Schedule, shall purchase ALL THAT parcel of land more particularly described in Item 4 of the Schedule UPON the terms and conditions set out as follows: -

<b><u>TENANCY:</u></b>	The Purchaser shall hold the said land in the manner set out in Item 5 of the Schedule.
<b><u>CONSIDERATION:</u></b>	The sum set out in Item 6 of the Schedule.
<b><u>HOW PAYABLE:</u></b>	On the signing hereof a deposit of the sum set out in Item 7(a) of the Schedule shall be paid to the Vendor's Attorney as Stakeholder, which the Vendor hereby acknowledges. The balance set out in Item 7(b) of the Schedule shall be paid on completion.
<b><u>COMPLETION:</u></b>	On the date set out in Item 7 of the Schedule on payment in full of all moneys payable by the Purchaser hereunder in exchange for the Duplicate Certificates of Title for the said land registered in the names of the Purchasers and/or nominees.
<b><u>POSSESSION:</u></b>	Vacant possession on completion.
<b><u>TAXES, WATER &amp; SEWAGE RATES, INSURANCE, MAINTENANCE AND OTHER OUTGOINGS:</u></b>	To be apportioned as of the date of possession or completion whichever shall first occur.
<b><u>TITLE AND COST OF TRANSFER:</u></b>	Under the Registration of Titles Act in the name of the Purchasers and/or their nominee(s). The Parties have agreed to share the cost of the Stamp Duty and Registration Fee equally.
<b><u>TRANSFER TAX:</u></b>	To be borne solely by the Vendor.
<b><u>AUTORNEY'S FEES:</u></b>	It is hereby agreed that each party to the agreement shall be solely liable for their Attorney's fees.
<b><u>INCUMBRANCES, RESERVATIONS, RESTRICTIONS AND EASEMENTS:</u></b>	See Special Condition 5.



The purported notarized signatures of Gerhard Hojan, Pauline Holgate and Charlotte Alexander, as represented on the Agreement for Sale for Lot 25, Cousins Cove, Hanover, which was submitted to the NLA.

7.	<b>COMPLETION:</b>	Within sixteen (16) months from the date hereof, Subject to the Conditions indicated above.
8.	<b>STAMP DUTY:</b>	\$ TBD
	<b>REGISTRATION FEE:</b>	\$ TBD
9.	<b>PURCHASER'S ATTORNEY-AT-LAW:</b>	NIL
10.	<b>ATTORNEY'S COST FOR PREPARING AGREEMENT:</b>	\$375,000
11.	<b>MISC. ATTORNEY'S FEES:</b>	\$540,000.00

<p><b>SIGNED by the said VENDOR</b>  <b>GERHARD HOJAN</b>          Notary Public - State of Florida          My Comm. Expires Feb 12, 2015          Commission # EE 36123          My Seal # 1000010184</p> <p><i>[Signature]</i>          WITNESS</p>	<p><i>[Signature]</i>          GERHARD HOJAN</p>
<p><b>SIGNED by the said VENDOR</b>  <b>PAULINE HOLGATE</b>          Notary Public - State of Florida          My Comm. Expires Feb 12, 2015          Commission # EE 36123          My Seal # 1000010184</p> <p><i>[Signature]</i>          WITNESS</p>	<p><i>[Signature]</i>          PAULINE HOLGATE</p>
<p><b>SIGNED by the said PURCHASER</b>  <b>CHARLOTTE ALEXANDER</b></p> <p>in the presence of</p> <p><i>[Signature]</i>          WITNESS <i>St. Andrew</i>          SEAL # 1000010184</p>	<p><i>[Signature]</i>          CHARLOTTE ALEXANDER</p>



**Appendix 6**

Agreement for Sale for Lot 24, Cousins Cove, Hanover, which was submitted to the NLA.

**AGREEMENT FOR SALE**

Lot # 24

**AGREEMENT FOR SALE** made this 21<sup>st</sup> day of August, 2012.

WHEREBY it is agreed that the Vendor shall sell and the Purchasers shall purchase **ALL THAT** parcel of land more particularly described herein upon the terms and conditions as set out in the Schedule.

**SCHEDULE**

**VENDOR:** MRS. PAULINE HOJAN (SSN: 266-938-889) & MR. GERHARD HOJAN (SSN: 266-937-905), Businesspersons of 100 Apache Street, Lehigh Acres, Florida 33935, United States of America.

**PURCHASER:** \_\_\_\_\_  
(TRN: \_\_\_\_\_ ) \_\_\_\_\_ of \_\_\_\_\_  
in the parish of \_\_\_\_\_ and/or nominee,

**TENANCY:** Tenants -in-Common in unequal Shares

**DESCRIPTION OF PROPERTY:** ALL THAT parcel of land part of COUSINS COVE in the parish of HANOVER being the Lot numbered 24 and being all of the land comprised in Certificate of Title registered at Volume 1160 Folio 781 of the Register Book of Titles.

**PURCHASE PRICE:** THIRTY FIVE THOUSAND DOLLARS (US\$35,000.00). PAID IN FULL

**HOW PAYABLE:** (a) On Completion.

**COMPLETION:** On or before Ninety (90) days from the date hereof in exchange for the Duplicate Certificate of Title duly endorsed in the name of the Purchaser



The purported signature of Pauline Hojan as represented on the Agreement for Sale for Lot 24, Cousins Cove, Hanover, which was submitted to the NLA.

9. The additional Attorney-at-Law costs in respect of the preparation of (a) Letters to Water Commission and Jamaica Public Service Company Limited, conferences, correspondences, attendants and other miscellaneous charges is \$10,000.00 which is payable in equal parts by the Vendors and the Purchaser.

10. The said property is being sold as is and all conditions and/or warranties expressed and/or implied (if any) for any particular purpose or otherwise are hereby excluded it being understood and agreed that the Purchaser is purchasing with full notice of the actual state and condition of the said property and shall take it as it stands as at the date of this Agreement.

11. Time shall be of the essence of the contract in relation to all obligations of the Purchaser as it relates to payments in this contract.

12. Interest shall begin to accrue on all overdue balances payable by the Purchaser at the rate of fifteen percent (12%) per annum within thirty days (30) of the due date. Any such interest shall be paid in full along with the balance of the purchase price save that where the delay is on the part of the Vendors no interest shall be paid by the Purchaser.

13. 5% Commission plus General Consumption Tax payable.

This Sales Agreement shall be governed by and construed in accordance with the laws of Jamaica.

SIGNED by the said  
PAULINE HOJAN  
in the presence of

  
PAULINE HOJAN

\_\_\_\_\_  
ATTORNEY-AT-LAW



The purported signature of Gerhard Hojan as represented on the Agreement for Sale for Lot 24, Cousins Cove, Hanover, which was submitted to the NLA.

SIGNED by the said  
**GERHARD HOJAN**  
in the presence of

]  
\_\_\_\_\_  
**GERHARD HOJAN**

\_\_\_\_\_  
**ATTORNEY-AT-LAW**

SIGNED by the said  
in the presence of

] \_\_\_\_\_

\_\_\_\_\_  
**ATTORNEY-AT-LAW**



**Appendix 7**

Agreement for Sale for Lot 23, Cousins Cove, Hanover, which was submitted to the NLA.

**AGREEMENT FOR SALE**

Lot # 23

**AGREEMENT FOR SALE** made this 21<sup>st</sup> day of August, 2012.

WHEREBY it is agreed that the Vendor shall sell and the Purchasers shall purchase ALL THAT parcel of land more particularly described herein upon the terms and conditions as set out in the Schedule.

**SCHEDULE**

**VENDOR:** MRS. PAULINE HOJAN (SSN: 285-939-889) & MR. GERHARD HOJAN (SSN: 285-937-805), Businesspersons of 100 Apache Street, Lehigh Acres, Florida 33956, United States of America.

**PURCHASER:** \_\_\_\_\_  
(TRN: \_\_\_\_\_) \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ in the parish of \_\_\_\_\_ and or nominee.

**TENANCY:** Tenants -in-Common In unequal Shares

**DESCRIPTION OF PROPERTY:** ALL THAT parcel of land part of COUSINS COVE in the parish of HANOVER being the Lot numbered 23 and being all of the land comprised in Certificate of Title registered at Volume 1160 Folio 781 of the Register Book of Titles.

**PURCHASE PRICE:** THIRTY FIVE THOUSAND DOLLARS (US\$35,000.00). PAID IN FULL

**HOW PAYABLE:** (a) On Completion.

**COMPLETION:** On or before Ninety (90) days from the date hereof in exchange for the Duplicate Certificate of Title duly endorsed in the name of the Purchaser



The purported signature of Pauline Hojan as represented on the Agreement for Sale for Lot 23, Cousins Cove, Hanover which was submitted to the NLA.

9. The additional Attorney-at-Law costs in respect of the preparation of (a) Letters to Water Commission and Jamaica Public Service Company Limited, conferences, correspondences, attendants and other miscellaneous charges is \$10,000.00 which is payable in equal parts by the Vendors and the Purchaser.

10. The said property is being sold as is and all conditions and/or warranties expressed and/or implied (if any) for any particular purpose or otherwise are hereby excluded it being understood and agreed that the Purchaser is purchasing with full notice of the actual state and condition of the said property and shall take it as it stands as at the date of this Agreement.

11. Time shall be of the essence of the contract in relation to all obligations of the Purchaser as it relates to payments in this contract.

12. Interest shall begin to accrue on all overdue balances payable by the Purchaser at the rate of fifteen percent (12%) per annum within thirty days (30) of the due date. Any such interest shall be paid in full along with the balance of the purchase price save that where the delay is on the part of the Vendors no interest shall be paid by the Purchaser.

13. 6% Commission plus General Consumption Tax payable.

This Sales Agreement shall be governed by and construed in accordance with the laws of Jamaica.

SIGNED by the said  
PAULINE HOJAN  
in the presence of

  
PAULINE HOJAN

\_\_\_\_\_  
ATTORNEY-AT-LAW



The purported signature of Gerhard Hojan as represented on the Agreement for Sale for Lot 23, Cousins Cove, Hanover, which was submitted to the NLA.

SIGNED by the said  
**GERHARD HOJAN**  
in the presence of

) \_\_\_\_\_  
**GERHARD HOJAN**

\_\_\_\_\_  
**ATTORNEY-AT-LAW,**

SIGNED by the said  
in the presence of

) \_\_\_\_\_

\_\_\_\_\_  
**ATTORNEY-AT-LAW,**



**Appendix 8**

The Agreement for Sale for Lot 23, Cousins Cove, Hanover, which was submitted to the HPC.

**AGREEMENT FOR SALE**

Lot # 23

**AGREEMENT FOR SALE** made this 21<sup>st</sup> day of August, 2012.

WHEREBY it is agreed that the Vendor shall sell and the Purchasers shall purchase **ALL THAT** parcel of land more particularly described herein upon the terms and conditions as set out in the Schedule.

**SCHEDULE**

**VENDOR:** MRS. PAULINE HOJAN (SSN: 265-939-689) & MR. GERHARD HOJAN (SSN: 265-937-905), Businesspersons of 100 Apache Street, Lehigh Acres, Florida 33936, United States of America.

**PURCHASER:** Charlotte Alexander  
(TRN: \_\_\_\_\_) \_\_\_\_\_ of \_\_\_\_\_

in the parish of \_\_\_\_\_ and or nominee.

**TENANCY:** Tenants -in-Common In unequal Shares

**DESCRIPTION OF PROPERTY:** **ALL THAT** parcel of land part of **COUSINS COVE** in the parish of **HANOVER** being the Lot numbered 23 and being all of the land comprised in Certificate of Title registered at Volume **1160 Folio 761** of the Register Book of Titles.

**PURCHASE PRICE:** **THIRTY FIVE THOUSAND DOLLARS (US\$35,000.00). PAID IN FULL**

**HOW PAYABLE:** (a) On Completion.

**COMPLETION:** On or before **Ninety (90) days** from the date hereof in exchange for the Duplicate Certificate of Title duly endorsed in the name of the Purchaser



The purported notarized signature of Pauline Hojan as represented on the Agreement for Sale for Lot 23, Cousins Cove, Hanover, which was submitted to the HPC.

~~The additional Attorney-at-Law costs in respect of the preparation of (a) Letters to Water Commission and Jamaica Public Service Company Limited, conferences, correspondences, attendants and other miscellaneous charges is \$10,000.00 which is payable in equal parts by the Vendors and the Purchaser.~~

10. The said property is being sold as is and all conditions and/or warranties expressed and/or implied (if any) for any particular purpose or otherwise are hereby excluded it being understood and agreed that the Purchaser is purchasing with full notice of the actual state and condition of the said property and shall take it as it stands as at the date of this Agreement.

11. Time shall be of the essence of the contract in relation to all obligations of the Purchaser as it relates to payments in this contract.

12. Interest shall begin to accrue on all overdue balances ~~payable by the Purchaser at the rate of fifteen percent (15%) per annum~~ within thirty days (30) of the due date. Any such interest shall be paid in full along with the balance of the purchase price save that where the delay is on the part of the Vendors no interest shall be paid by the Purchaser.

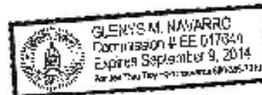
13. 5% Commission plus General Consumption Tax payable.

This Sales Agreement shall be governed by and construed in accordance with the laws of Jamaica.

SIGNED by the said  
**PAULINE HOJAN**  
in the presence of

  
PAULINE HOJAN

  
ATTORNEY-AT-LAW

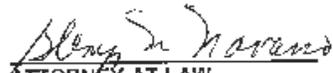


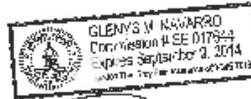


The purported notarized signature of Gerhard Hojan as represented on the Agreement for Sale for Lot 23, Cousins Cove, Hanover which was submitted to the HPC.

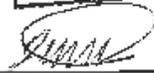
SIGNED by the said  
GERHARD HOJAN  
in the presence of

  
GERHARD HOJAN

  
ATTORNEY-AT-LAW



SIGNED by the said  
in the presence of



ATTORNEY-AT-LAW



**Appendix 9**

Agreement for Sale for Lot 24, Cousins Cove, Hanover, which was submitted to the HPC.

**AGREEMENT FOR SALE**

Lot # 24

**AGREEMENT FOR SALE** made this 21<sup>st</sup> day of August, 2012.

WHEREBY it is agreed that the Vendor shall sell and the Purchasers shall purchase ALL THAT parcel of land more particularly described herein upon the terms and conditions as set out in the Schedule.

**SCHEDULE**

**VENDOR:** MRS. PAULINE HOJAN (SSN: 265-939-689) & MR. GERHARD HOJAN (SSN: 265-937-905), Businesspersons of 100 Apache Street, Lehigh Acres, Florida 33936, United States of America.

**PURCHASER:** PAULINE GRAY  
(TRN: \_\_\_\_\_) \_\_\_\_\_ of \_\_\_\_\_  
in the parish of \_\_\_\_\_ and or nominee.

**TENANCY:** Tenants -in-Common in unequal Shares

**DESCRIPTION OF PROPERTY:** ALL THAT parcel of land part of COUSINS COVE in the parish of HANOVER being the Lot numbered 24 and being all of the land comprised in Certificate of Title registered at Volume 1160 Folio 761 of the Register Book of Titles.

**PURCHASE PRICE:** THIRTY FIVE THOUSAND DOLLARS (US\$35,000.00). PAID IN FULL

**HOW PAYABLE:** (a) On Completion.

**COMPLETION:** On or before Ninety (90) days from the date hereof in exchange for the Duplicate Certificate of Title duly endorsed in the name of the Purchaser



The purported notarized signature of Pauline Hojan as represented on the Agreement for Sale for Lot 24, Cousins Cove, Hanover, which was submitted to the HPC.

preparation of (a) Letters to Vendors Commission plus General Consumption Tax Service Company Limited, conferences, correspondences, and other miscellaneous charges is \$10,000.00 which is payable in equal parts by the Vendors and the Purchaser.

10. The said property is being sold as is and all conditions and/or warranties expressed and/or implied (if any) for any purpose or otherwise are hereby excluded it being understood and agreed that the Purchaser is purchasing with full notice of the state and condition of the said property and shall take it as it is at the date of this Agreement.

11. Time shall be of the essence of the contract in relation to obligations of the Purchaser as it relates to payments in this contract.

12. Interest shall begin to accrue on all overdue balances payable by the Purchaser at the rate of fifteen percent (15%) per annum within thirty days (30) of the due date. Any such interest shall be paid in full along with the balance of the purchase price save that where the delay is on the part of the Vendors no interest shall be paid by the Purchaser.

13. 5% Commission plus General Consumption Tax payable by the Purchaser.

This Sales Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

WITNESSED by the said  
PAULINE HOJAN  
in the presence of

  
PAULINE HOJAN



The purported notarized signature of Gerhard Hojan and Pauline Gray as represented on the Agreement for Sale for Lot 24, Cousins Cove, Hanover, which was submitted to the HPC.

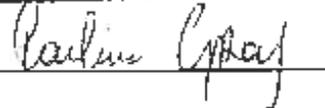
SIGNED by the said  
**GERHARD HOJAN**  
in the presence of

  
\_\_\_\_\_  
**GERHARD HOJAN**

  
\_\_\_\_\_  
**ATTORNEY-AT-LAW**



SIGNED by the said  
in the presence of

  
\_\_\_\_\_

\_\_\_\_\_  
**ATTORNEY-AT-LAW**