
STATES OF JERSEY



STATES OF JERSEY COMPLAINTS BOARD: FINDINGS – COMPLAINT BY MR. P. GARROD AGAINST THE MINISTER FOR INFRASTRUCTURE REGARDING MAINTENANCE RESPONSIBILITIES FOR THE PARAPET WALL AT BRISE DE MER, LA GRÈVE D’AZETTE, ST. CLEMENT

**Presented to the States on 18th August 2026
by the Privileges and Procedures Committee**

STATES GREFFE

REPORT

Foreword

In accordance with Article 9(9) of the [Administrative Decisions \(Review\) \(Jersey\) Law 1982](#), the Privileges and Procedures Committee presents the findings of the Complaints Board constituted under the above Law to consider a complaint against the Minister for Infrastructure regarding maintenance responsibilities for the parapet wall at Brise de Mer, La Grève d'Azette, St. Clement.

Chair, Privileges and Procedures Committee

STATES OF JERSEY COMPLAINTS BOARD

7th July 2026

**Complaint by Mr. P. Garrod against the Minister for Infrastructure regarding
maintenance responsibilities for the parapet wall at Brise de Mer, La Grève
d’Azette, St. Clement.**

**Hearing constituted under the
Administrative Decisions (Review) (Jersey) Law 1982**

Present

Board members –

G.G. Crill, Chair
S. Rowles
J. Videgrain

Complainant –

Mr. P. Garrod

Respondent –

Minister for Infrastructure, represented by the Director, Jersey Property Holdings, Infrastructure and Environment Department.

States Greffe –

K.M. LARBALÉSTIER, Principal Secretariat Officer, Specialist Secretariat
S. NIBBS, Senior Secretariat Officer, Specialist Secretariat (Minutes)
L. PLUMLEY, Senior Secretariat Officer, Specialist Secretariat
H. ESNOUF, Assistant Secretariat Officer, Specialist Secretariat (observer)

The Hearing was held in public at 10.00 a.m. on 7th July 2026, in the Blampied Room, States Building.

Background - A brief history of the Jersey foreshore

The Jersey foreshore represents the land between the high and low water marks of a full spring tide. On 25th May 2015, the ownership of Jersey's foreshore and seabed was transferred from the Crown to the Public of Jersey.

The Island's foreshore and seabed, which had historically been in Crown ownership, included all of Jersey's beaches and the seabed beneath its territorial waters. The Crown agreed to transfer "all such title rights and interests of the Crown in right of the Bailiwick of Jersey" in the areas of the foreshore and seabed not already owned by the Public of the Island.

Following the transfer, Jersey Property Holdings (under the ministerial remit of the Minister for Infrastructure) began to seek encroachment compensation payments from a number of property owners along the foreshore. The sale of a property was typically the trigger point for the collection of such payments, in addition to planning consent applications, or an approach made by a property owner to Jersey Property Holdings. Both the States Assembly and Complaints Board were critical of the enforcement, which prompted reviews of the [Foreshore Encroachment Policy](#).

The Government currently enforces policies to protect flood defences and the public purse, whilst working to manage and balance public enjoyment of the foreshore with private property boundaries.

1. Opening

- 1.1 The Chair opened the hearing by introducing the Board and setting out its remit. He outlined the process which would be followed and clarified that the Board would only uphold a complaint if it felt that the decision which had given rise to the complaint was contrary to law, unjust, oppressive or improperly discriminatory, was based wholly or partly on a mistake of law or fact, could not have been made by a reasonable body of persons after proper consideration of all the facts, or was contrary to the generally accepted principles of natural justice (Article 9 of the Administrative Decisions (Review) (Jersey) Law 1982).
- 1.2 The Chair stated that the hearing was not a trial, but an examination of the complaint. Those present would be entitled to ask questions and express their views with the aim of eliciting facts and clarifying any misunderstandings.

2. Complainant's case

- 2.1 The Board noted that the complaint related to the Department's decision not to accept responsibility for the maintenance of the parapet section of the sea wall sited adjacent to Brise de Mer Apartments, La Grève d'Azette, St. Clement.
- 2.2 Mr. Garrod, on behalf of Brise de Mer Apartments Association (the Association), set out the background to the complaint. He explained that maintenance works to the parapet section of the sea wall had been identified as necessary due to concerns regarding its structural integrity. Mr. Garrod had expressed a willingness to undertake the works and had consulted the Association accordingly. However, he had been advised that if the Association undertook the work, there was a risk that it could be considered responsible for the ongoing maintenance of the sea wall.
- 2.3 Mr. Garrod initially contacted the Parish of St. Clement about the matter, which authority advised him to contact the Department for Infrastructure and Environment (the Department). He subsequently wrote to the Department to enquire about the ownership of the sea wall. In addition, Mr. Garrod reviewed several sea wall structures along La Grève d'Azette, the south coast and St. Aubin and noted that most had been constructed using a similar design.
- 2.4 It was noted from the hearing bundle (the bundle) that the complainant had first contacted the Department regarding the sea wall on 6th August 2025, asking who was responsible for its maintenance and setting out his concerns regarding the need for maintenance works prior to the Winter. He had also enquired as to whether a preventative maintenance programme was in place for the section of the wall and asked to whom any future concerns should be reported. Referring to this, Mr. Garrod confirmed that the granite work forming the upper section of the sea wall (the parapet wall) appeared to be severely eroded.

- 2.5 The bundle showed that Mr. Garrod had received a response from the Senior Operations Manager, Civil and Coastal Asset Management, Infrastructure and Environment Department, on 13th August 2025. That officer advised that, following an inspection, the lower section of the seawall, constructed of large granite blocks and maintained as a public asset, was in good condition. He further stated that the upper parapet section had been constructed by various landowners over time and was not a public asset. A photograph illustrating the differing construction between the lower seawall and upper parapet wall had been provided¹. The Board reviewed the photograph and noted that the parapet wall had been constructed directly on top of the sea defence wall using slightly different, but consistent materials.
- 2.6 Mr. Garrod further explained that he had written back to the Department on the same day, stating that neither the purchase documents nor his Advocates' searches contained any reference to shared responsibility for the sea wall. It was his understanding that responsibility for the sea wall and flood defences remained with the Government, and there was no evidence of any split, joint, or shared maintenance obligations. He had further stated that there was no precedent for divided responsibility based on differences in the stonework used in the wall, and that there were no records or planning consents indicating that property owners had altered the height of the wall. He added that the wall was of a consistent height along La Grève d'Azette.
- 2.7 Mr. Garrod had concluded his correspondence of 13th August 2025, by asking the Department to provide legal evidence or precedent supporting the claim that the Association owned or was responsible for maintaining any part of the wall.
- 2.8 On 2nd October 2025, the Department provided a copy of a 1938 States of Jersey Engineering Department plan (the plan)², which purported to identify existing encroachments along the relevant section of coastline at that time. Mr. Garrod confirmed that the land upon which Brise de Mer Apartments now stood, had previously been occupied by the properties known as 'Beachleigh Lodge' and 'Beachcroft', as noted on the plan. The drawing appeared only to confirm that the location of the wall and any encroachments, such as pedestrian openings (typically steps with gates), slipways and outfalls. It did not indicate when the wall had been constructed or by whom.
- 2.9 Following this exchange of correspondence, the Department had stopped responding to Mr. Garrod's enquiries. The bundle showed that he subsequently contacted Connétable A.N. Jehan of St. John, then Minister for Infrastructure, by electronic mail on 16th November 2025, as he was concerned about the absence of a response from the Department on the matter. The Panel noted a further electronic mail message dated 19th November 2025, in which Mr. Garrod explained that he was escalating the matter due to the absence of any responses or acknowledgements from the Department. He also questioned whether the Government of Jersey intended to rely on landowners to undertake the necessary works to the wall.

¹ Appendix 1, figure 1

² Appendix 1, figure 2

- 2.10 Correspondence, evidenced in the bundle, followed from Jersey Property Holdings on 25th November 2025, which simply re-affirmed that the lower section of the sea wall at Brise de Mer was a ‘public seawall’, and that the Department would continue to carry out maintenance in accordance with asset management policies. Mr. Garrod contacted the States of Jersey Complaints Panel on the same day to raise his concerns about the matter and the nature of the responses received.
- 2.11 The bundle showed that on 27th November 2025, the Greffier of the States had written to the former Minister, Connétable A.N. Jehan of St John, to confirm that a complaint had been made to the Panel by Mr. Garrod. This was followed by a response from the Minister dated 18th December 2025. This stated that the Department’s records confirmed that the original public sea wall had been constructed in the late 1800’s, and that, at various points since that time, private property owners had constructed parapet walls on top of the original sea wall, to differing specifications. It further confirmed that the Department maintained responsibility only for the original sea wall structure, and that the parapet wall was not part of the public sea defence. Accordingly, maintaining the structure in its current form would not be in the public interest. Mr. Garrod had provided photographic evidence indicating that the parapet wall adjacent to Grève d’Azette coast road, and not associated with a private land development, had been constructed using methods consistent with those observed in other coastal sea walls incorporating parapet structures. The 1938 plan depicted all recorded pedestrian access encroachments as being formed within the line of existing parapet walls. This indicated that the parapet walls were already in situ when the survey was carried out and that the access openings were incorporated into those structures at that time. Consequently, the plan provided evidence of the existence of the parapet walls by 1938, but did not constitute a construction record and could not, of itself, establish when the sea wall or parapet walls were originally constructed.
- 2.12 It was noted from the bundle that the States Greffe had subsequently provided the Chair with a copy of the contract of transaction between the Public and the Association passed on 3rd June 2016.
- 2.13 On 3rd February 2026, following a review of the contract, the Chair wrote directly to the Minister regarding the maintenance of the sea wall. In that correspondence, the Chair confirmed that, having considered the case alongside 2 other independent Panel members, there was a *prima facie* basis for considering the matter further, as a number of questions had arisen from the Department’s refusal to confirm its obligation to maintain the upper part of the sea wall.
- 2.14 The Chair had asked the following questions in his letter, which was reproduced in the bundle –

why the Minister had granted express permission in the transaction deed for access through the wall if the Minister was not responsible for the entire structure;

whether the Minister's argument about having no responsibility for parts of the wall not built by the Public would also apply to other sea wall sections constructed by third parties, such as the occupying German forces;

whether the Minister accepted that ownership of the foreshore included responsibility for anything built on it, and therefore liability for any damage caused by failing to maintain it; and,

if the Minister denied responsibility for the upper part of the wall, would he object to others removing that part without prior consultation.

2.15 Finally, the Chair noted that it would be helpful for the Department to confirm whether it was prepared to maintain the entire wall on a consistent basis, regardless of whether individual sections were originally constructed by or merely owned by the Public. If so, the Chair confirmed that the complaint could be considered to be informally resolved.

2.16 No substantive response was received, and a subsequent attempt at an informal mediation with the Department had been unsuccessful.

2.17 Against this background, Mr. Garrod explained that, following consultation with the Association's co-owners, the collective position remained that the sea wall (including the parapet wall) adjacent to Brise de Mer was owned by the Government of Jersey on behalf of the Public, and that the Government retained a right of access to the sea wall to carry out any necessary repairs. In support of this position, Mr. Garrod referred *inter alia* to paragraph 9 and 10 of the contract between the Public and the Association dated 3rd June 2016, reproduced below -

9. THAT the Public shall have the right to keep (as it is presently constructed) maintain repair enhance (including strengthening and raising in height) and replace the Sea Wall in such manner as it shall in its absolute discretion deem necessary in order to preserve it as a sea defence and to that effect shall have right of access (after having provided one week's prior notice to the Purchaser save in the case of emergencies) with or without workmen equipment materials and tools onto the necessary parts only of Brise de Mer in order to inspect repair maintain re-build enhance or replace the Sea Wall charging the Public to carry out the works as quickly as possible whilst causing the least possible inconvenience to the Purchaser and to reinstate all areas of Brise de Mer affected by such work to an appropriate standard on completion thereof.

10. THAT in the event of a failure of any part of the Sea Wall (howsoever caused) the Public shall have right of access (after having provided one week's prior notice to the Purchasers save in the case of emergencies) with or without workmen materials and tools onto the necessary parts only of Brise de Mer in order to inspect repair maintain re-build or replace the Sea Wall. In such event and only if it is absolutely necessary in order to enable the Public to carry out the required works it shall have the right to remove any enclosures or constructions established on Brise de Mer between the South of the Building and the interior face of the Sea Wall and shall not be liable for the replacement of such enclosures or constructions following the completion of the said works nor for any consequential loss to or diminution in value of Brise de Mer occasioned thereby.

- 2.18 In summary, Mr. Garrod believed that both he and the Association had been placed in a difficult position. While the Association's co-owners had advised him not to undertake repairs to the parapet wall for the reasons set out above, the Minister maintained that the Public ownership extended only to the lower section of the sea wall and, as a result, the Government would not carry out the repairs proposed by Mr. Garrod in order to ensure the continued safety of the parapet wall.
- 2.19 Mr. Garrod stated that, if the matter was not resolved promptly, there was a risk that a serious incident could occur should the sea wall fail due to a lack of maintenance resulting in damage to property and / or personal injury. He confirmed that the Association had not commissioned a structural survey. However, he noted that, in the event of damage to an Association member's property or injury to a third party, the Association's insurers would likely seek to establish ownership of the sea wall. In his view, responsibility for the wall rested with the Government on behalf of the Public, rather than the Association. He reiterated his wish to work collaboratively with the Department to repair the wall as quickly and cost effectively as possible, thereby preventing further erosion and potential damage.
- 2.20 Mr. Garrod added that he had only just become fully aware of the implications of the Havre des Pas coastal defence project, identified in Jersey's Shoreline Management Plan as the highest priority flood protection scheme. He noted that the coastal alleviation scheme would involve building new primary and secondary sea walls, reclaiming land, and creating green buffer zones, promenades, and cycle tracks. Accordingly, the Association could face a situation where reclamation of parts of the beach to create a sea wall could result in the partial removal of parapet walls to facilitate pedestrian access to a promenade deck. In that context, he considered it inconsistent that the Government maintained that it bore no responsibility for the parapet wall in this case.
- 2.21 Based on the evidence before the Panel, the correspondence referred to above and the contract dated 3rd June 2016, Mr. Garrod concluded that the maintenance issues were being "pushed down the road" and emphasised that the Association wished to work with the Department to resolve matters as quickly and as economically as possible. Whilst expressing respect for the role of the Panel and noting that it could make recommendations designed to address issues such as this, he noted it lacked the statutory authority to require the Department to carry out maintenance and repairs to the sea wall. Mr. Garrod found the Government's inaction difficult to understand and argued that Jersey should be managing such matters more effectively. His final question to both the Panel and the Department regarding the sea wall was whether he should repair it or leave it as it was.

3. The Minister's case

- 3.1 The Board heard from the Director, Jersey Property Holdings, Infrastructure and Environment Department, appearing on behalf of Deputy J. Renouf of St. Brelade, Minister for Infrastructure.

- 3.2 The Director confirmed that the sea wall and the parapet were constructed on land owned by the public of the Island and that the sea wall at Brise de Mer was comprised of 2 sections – a lower part which was a public sea defence wall, and the upper part of the wall, known as the parapet wall, which was believed to have been constructed by a third party. The Department’s position was that only the original sea wall was a public asset, and that the later addition of the parapet wall constituted a ‘private encroachment’, for which the Public bore no maintenance responsibility. In other words, the Department maintained the position as set out by the previous Minister for Infrastructure in his letter dated 18th December 2025.
- 3.3 The Director explained that, on the basis that the sea defence wall had been built on behalf of the Public, it was, and remained, the responsibility of the Government of Jersey. In his opinion, the 1938 drawing (referred to above), confirmed that the parapet wall had been constructed after 1938. His view was that the varied construction of parapet walls along the coastline further affirmed that such structures were not part of the original public sea defence.
- 3.4 To better understand this point, the Chair asked what the Government of Jersey’s sea defence policy was, as owner of the sea wall. In particular, the Chair sought clarification as to whether the policy sought to minimise risk, and / or to provide an absolute sea defence. The Director neither produced nor referred to any such policy. He confirmed that under the Drainage (Jersey) Law 2005, the Minister was the ‘flood defence authority’ for Jersey and he understood that the Infrastructure and Environment Department carried out surveys of sea defences for health and safety purposes with the aim of identifying and addressing defects as they arose to ensure effectiveness. While the Director’s view was that the Government was under no legal duty to maintain the parapet wall, as it was not regarded as a sea defence structure and had not been constructed as such, he accepted that the landowner, namely the Public of the Island, would be required to address any health and safety risks to ensure the safe use of publicly owned land. He was unable to comment further on the sea defence policy or the Minister’s obligations under the aforementioned Law, as this fell outside his area of professional expertise and required detailed legal interpretation of the legislation.
- 3.5 The Director went on to explain that the Department considered the parapet wall adjacent to Brise de Mer to constitute an ‘historic ³ encroachment’⁴, although the exact genesis of that encroachment was not known. The Government of Jersey’s Encroachments on the Foreshore Policy⁵ 2017 (the Policy) (as revised in 2021) permitted the retention of non-interfering historic encroachments. Based on this, together with the reference in the letter dated 18th December 2025, to the Greffier of the States from the previous Minister in which he referred to the parapet wall

³ Encroachments which have existed prior to 12th June 2015

⁴ The unauthorised and unlawful entering upon the land, property, or the rights of another party, including title encroachments.

⁵ The Government of Jersey’s Foreshore Policy governs coastal encroachments, dictating how property owners must manage features like balconies, steps, and sea defences extending onto public land. Since the Crown gifted the foreshore to the public of Jersey in 2015, the Government has required property owners to secure conditional licence agreements.

as constituting a ‘private encroachment’, the Department’s position remained that the parapet section of the wall did not form part of the public sea defence infrastructure and that responsibility for its maintenance did not rest with the Government of Jersey, acting on behalf of the Public.

- 3.6 In considering this point, the Board had regard to the Policy and questioned why the term ‘parapet’ was not defined, despite the Policy defining the concept of ‘encroachments’ and identifying 3 categories of encroachment. The Director explained that the Policy had been drafted to apply to the entire Jersey coastline and was not specific to Brise de Mer. The Board expressed concern about the Department’s interpretation and application of the Policy. When asked whether the Policy would be reviewed following the hearing, the Director acknowledged that this was likely. He also reiterated his view that the Infrastructure and Environment Department undertook surveys of the sea wall to assess its condition and meet health and safety requirements, although no details were provided regarding the frequency of those surveys.
- 3.7 The Director further confirmed that the Minister’s established position stemmed from both the Policy and the contract of transaction before the Royal Court of Jersey dated 3rd June 2016, between the Public and Brise de Mer Apartments Association. Furthermore, the Department’s own ‘records’ (undefined and unseen by the Panel but referred to in the letter of 18th December 2025, to the Greffier of the States), confirmed that only the lower section of the sea wall had been constructed by the Public.
- 3.8 In response to a question from the Chair in relation to the terms of the contract dated 3rd June 2016, the Director accepted that the Public owned the sea wall but relied on his earlier argument that this was effective only to the point shown from the ground up to a point halfway up the sea wall, where larger granite blocks gave way to a different style of construction using smaller stones. The Chair reminded those present of the legal maxim – *‘Cuius est solum eius est usque ad coelum et usque ad infernos’*, or *‘the owner of the land owns everything up to the sky and down to the centre of the earth.’* As there was no specific exclusion of the ownership of the parapet wall in the contract, it was suggested that it followed that responsibility for the maintenance of the parapet wall rested with the Minister. However, the Director remained firm in his view that the contract referred to the ‘sea defence wall’ and that this did not include the parapet wall.
- 3.9 The Chair confirmed that the Panel had reviewed the contract dated 3rd June 2016. The contract was clear in that all parties agreed that the sea wall belonged to the Public, as well as a significant strip of land (the foreshore) North of the sea wall. Whilst the contract referred to encroachments onto the Public land, nowhere was it suggested that the top part of the wall constituted such an encroachment. The Panel therefore sought the Director’s view on the position that the wall belonged to the Public, from top to bottom, including its foundations and backfill, with this position being strengthened by the contract dated 3rd June 2016. The contract specifically stated that the Public had ‘absolute discretion’ with regard to the maintenance and alteration of the wall. However, the Director maintained the Department’s established position, noting that more than 200 properties existed on the foreshore.

- 3.10 In response to a question from the Chair seeking clarification of the legal position, the Director confirmed that the Department had sought legal advice on the matter, but this had not been shared with the Board, and no further reference was made to the nature of the advice. In fact, the Director repeated on several occasions that he was not a lawyer and could not respond to many of the questions posed by the Board.
- 3.11 The Board further explored the former Minister/Department's position with the Director and whether it was reasonable not to maintain a section of the sea wall. He advised that he was unaware of the specific definition of the parapet wall 'encroachment' at Brise de Mer. The Board noted that it was not specifically referenced in the contract as an encroachment. In many instances, the Director advised the Board that he had not been involved in drafting the specific contractual provisions. He also advised that he had not had sight of the engineering condition report on the wall which had been produced by the Department.

4. Closing remarks

The Chair thanked those present for attending, and for their frank and open participation. He highlighted the limited scope of the Board's considerations but also advised that it was within the Board's ambit to make recommendations where appropriate. The Chair confirmed that a report of the hearing would be prepared in due course, which would be circulated to both parties to verify the factual content. Ultimately, the report and findings would be presented to the States Assembly by the Privileges and Procedures Committee and the Minister for Infrastructure would have 12 weeks from the publication of that Report to respond in the States Assembly, in accordance with Standing Order 68AA of the Standing Orders of the States of Jersey.

5. Findings

- 5.1 The Board considered whether Mr. Garrod's complaint could be upheld on any of the grounds outlined in Article 9 of the Administrative Decisions (Review) (Jersey) Law 1982, as having been –
- (a) contrary to law;
 - (b) unjust, oppressive or improperly discriminatory, or was in accordance with a provision of any enactment or practice which is or might be unjust, oppressive or improperly discriminatory;
 - (c) based wholly or partly on a mistake of law or fact;
 - (d) could not have been made by a reasonable body of persons after proper consideration of all the facts; or
 - (e) contrary to the generally accepted principles of natural justice.

- 5.2 The Board decided to **uphold** Mr. Garrod's complaint on the grounds of paragraphs (c), (d) and (e) above that -
- (c) the Minister's position was based wholly or partly on a mistake of law or fact,
 - (d) it could not have been made by a reasonable body of persons after proper consideration of all the facts, and
 - (e) was contrary to the generally accepted principles of natural justice.
- 5.3 In finding in favour of the complainant, the Board concluded that the entire sea wall was owned by the Public of the Island. The landowner (the Public) therefore bore responsibility for the safety of the structure. The Board was certain that there was no differentiation of ownership between the higher and lower levels of the wall in the 2016 contract, noting that maintenance responsibilities for the sea wall flowed from ownership of the land. Maintaining the upper section of the sea wall would not establish a precedent, as this aligned with the terms of the 2016 contract, rather than the Minister's rights and obligations under the Drainage (Jersey) Law 2005. In other words, the fundamental principle was that ownership of land extended to all of its appurtenant features, with the relevant party having derived title both from the Crown and through long possession.
- 5.4 The Board further concluded that no evidence had been presented on behalf of the Minister that the wall was specifically excluded from the above-mentioned title. Whilst it was alleged on behalf of the respondent that no responsibility was attached because the wall was constructed by a third party, no evidence had been provided to support that assertion. Therefore, the question of whether the wall constituted a flood defence was not material to the obligations arising from land ownership. Nevertheless, where the wall was designated as a sea defence, as in this case, it was to be regarded and managed as a flood defence structure.
- 5.5 The Board further concurred that practical considerations may have been overlooked and greater attention to common-sense principles by the respondent would have been beneficial. It noted that the Department appeared to have adopted an inflexible position, and that the tone of the correspondence referred to in the hearing was dismissive of the complainant's concerns. In all, the situation before the Board appeared to be an unintended outcome of the actions taken to regularise the foreshore position.
- 5.6 Many of the claims made by the Department were unsubstantiated and lacked supporting evidence. The Board was of the view that the Department's position would have been strengthened had it been transparent from the outset that the decision was driven by cost and resource considerations.
- 5.7 It was clear that, under Department policy, the parapet wall was not considered to be an encroachment, and ownership had been formally ratified through the passing of the contract dated 3rd June 2016.
- 5.8 In conclusion, the Board was of the view that the appropriate course of action, prior to the passing of the 2016 contract, would have been for the Minister to regularise the boundary, commission a condition survey of the parapet wall, and to potentially seek a reasonable financial contribution from the Association for

any works before accepting responsibility for the structure. As it was, the 2016 contract clarified the ownership of the land (including the sea wall) and the Public's responsibilities and rights in respect of maintenance flowed from that clear agreement as to ownership. The Board found it almost incomprehensible, that without offering any evidence in support of its submission, the Minister had persistently maintained an abrogation of responsibility which flew in the face of its own contract and of established property law.

Recommendation: That the Minister inspects the sea wall and arranges such repairs be undertaken at the public expense as are deemed appropriate in the context of the urgency of such repairs and the Public's ownership of the sea wall, both as owner of the land and as the flood defence authority;

Recommendation: That in any future negotiations with adjoining landowners in relation to clarification of boundaries, rights and obligations *vis a vis* the publicly owned foreshore and the privately owned land, the objective should be to achieve a fair and equitable outcome that is clear, comprehensive, transparent and permanent, as the Board considered the 2016 contract to have been; and

Recommendation: That the Minister seeks to assist, in a constructive manner, with practical measures in future matters raised in relation to sea walls and parapet walls in the Island.

Signed and dated by –

G Crill, Chair

Dated:

S. Rowles

Dated:

J. Videgrain

Dated:

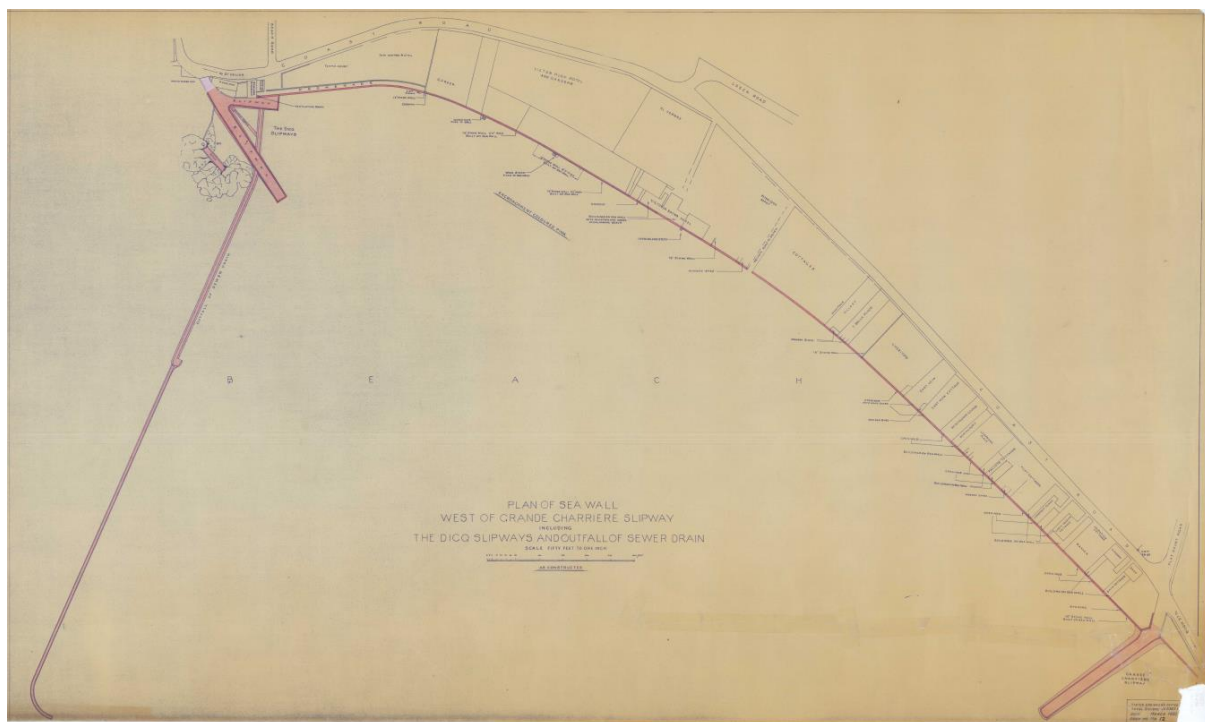
Appendix 1

Photograph of the sea wall provided by Property Holdings, showing delineation between the structure of the 'sea wall' and the 'parapet wall'.



Appendix 2

Plan of the Sea Wall, 1938



1938 Plan of Sea Wall west of Grande Charriere Slipway
The Dicq slipways and outfall of sewer drain.

Signed and dated by –

G.G. Crill, Chair Dated:

S. Rowles Dated:

J. Videgrain Dated: