

STATES OF JERSEY



DRAFT HOWARD DAVIS FARM (ARRANGEMENTS FOR FURTHER ABROGATION OF COVENANT) (JERSEY) LAW 201- (P.105/2017): AMENDMENT

**Lodged au Greffe on 28th November 2017
by Deputy J.A.N. Le Fondré of St. Lawrence**

STATES GREFFE

DRAFT HOWARD DAVIS FARM (ARRANGEMENTS FOR FURTHER
ABROGATION OF COVENANT) (JERSEY) LAW 201- (P.105/2017):
AMENDMENT

1 PAGE 13, ARTICLE 2 –

In paragraph (1) after the word “Trust” insert the words –

“and in accordance with paragraphs (2) to (5)”.

2 PAGE 13, ARTICLE 2 –

After paragraph (1) insert the following paragraphs –

- (2) Where the trustees of the Trust resolve to agree to any change of use of Howard Davis Farm, or any part of it, under paragraph (1), the trustees must notify the Greffier of the States giving details of the proposed change of use and the reasons for their decision to allow it.
- (3) On receipt of a notification under paragraph (2), the Greffier of the States must inform the Minister for Infrastructure who must present a report to the States that incorporates the matters notified to the Greffier under that paragraph.
- (4) A member of the States may lodge a proposition, no later than the third meeting of the States following the presentation of the report mentioned in paragraph (3), inviting the States to direct the trustees of the Trust not to agree to the change of use, and if the States approve the proposition, any agreement of the trustees of the Trust under paragraph (1) that relates to that change of use is void.
- (5) If –
 - (a) no proposition is lodged under paragraph (4), the trustees of the Trust are treated as having agreed to the proposed change of use on the first day of the meeting of the States referred to in paragraph (4); or
 - (b) a proposition is lodged under paragraph (4) but is withdrawn by the member or rejected by the States, the trustees of the Trust are treated as having agreed to the proposed change of use on the day of the withdrawal or rejection as the case may be.”,

and renumber paragraph (2) accordingly.

DEPUTY J.A.N. LE FONDRÉ OF ST. LAWRENCE

REPORT

In bringing this amendment, I wish to make it very clear from the outset that this should not be taken as any criticism or doubt over any of the present trustees of the Howard Davis Farm Trust. I know all of the Trustees (indeed I was involved in selecting/nominating most of them when the Trust was originally formed), as part of the work my team and I were involved in during the relocation of the Jersey Dairy to Howard Davis Farm.

My concern lies with the future, once the proposals under [P.105/2017](#) have been implemented.

Howard Davis Farm (“HDF”) was one of the gifts to the Island by the very generous benefactor Thomas Benjamin Frederick Davis, as a tribute to the memory of one of his sons, Howard, who served with distinction and died in service for his country and the freedom of future generations in World War I.

The gift had a covenant attached to it –

“... an experimental farm for developing the study of agriculture and for instructing in that science young people and other interested parties”.

In 2006, there was a pressing need for the Jersey Dairy to move to a new site, and the one that had been selected was at HDF. The original intention from Treasury was just to lift the covenant on the relevant part of the site and to sell the land to the dairy.

At the time there was significant concern amongst States Members and the Public that such a covenant could be so easily over-ridden, and, in essence, ignored. It was argued that this was not an appropriate way to treat the gifts of such a generous benefactor to the Island, and indeed would set a poor example for other gifts that had been received, from other benefactors.

When it was eventually agreed that the dairy could relocate to HDF, it was only with the support of the descendants of T.B. Davis that the covenant was amended to allow this move to take place, associated with the benefits to the Jersey Dairy industry. Over time, with the agreement of the family, the other uses of the farm were regularised (although it would seem that there were some matters that were overlooked), but the objective was to keep a covenant in place; to regularise those uses; to allow some flexibility for the future; but to keep an element of control within the power of the States Assembly.

To quote the report: “The aim is to permit the present uses of the site; to provide a degree of flexibility in how those uses are permitted to operate in the future; but to ensure that any significant change away from present envisaged uses **would be required to be brought back to the States Assembly for further approval.**”

The general spirit of this approach was welcomed by the Assembly, with the dairy proposals being supported by 45 Members, one abstention, and no votes against.

The present proposals from the Minister, albeit with the support of the Trustees (who include members of the family), is to remove the covenant entirely.

“Despite the covenant as abrogated by the 2008 Law, it is lawful for the Public of the Island to make any use of Howard Davis Farm, or any part of it....”.

... but subject to the agreement of the Trustees.

It should be noted that in actuality, the entire Law is removed:

“4 Repeal

The Howard Davis Farm (Abrogation of Covenant) (Jersey) Law 2008 is repealed.”

... which also includes arrangements around rental income to the Trust.

I emphasize that I have no concerns around the present Trustees; however, certainly based on my past experience, the States Assembly has in the past wished to have some form of control over future uses of the site.

For information, much of the site is presently identified as being within the ‘built-up area’ on the Island Plan Map.

This amendment does not seek to change the flexibility that the Minister and the Trustees seek to achieve. However, it does seek to ensure that the States Assembly is kept informed of any proposed changes to the site, and that in the event of a matter arising which seems controversial, or is of significant public interest, then there is the ability for the States Assembly to have their say on such a matter.

I should note that in bringing this amendment I am trying to focus on significant or material matters, rather than minor items. It is very difficult to define (under Law) what is a ‘significant’ item (i.e. a significant change to the use of the site), hence the reason the Law was drafted in its original form.

I reiterate, I would be surprised if any minor matters were delayed as a result of this amendment. It would, however, enable a future States Assembly to assess whether (for example) a proposal to redevelop the site for social housing was appropriate as a future use, even though the future Trustees might have been persuaded that this was in the public interest, rather than just relying on a normal application process.

I therefore hope that this amendment is seen as constructive, respecting the wishes of the Trustees and the Minister, but also continuing the ‘oversight role’ of the States Assembly, which is therefore still within the spirit of the words of the great-granddaughter of T.B. Davis (see letter attached to main proposition):

“... We believe that the proposed new arrangements under which all future uses of the Howard Davis farm property can be agreed by a joint decision of the States and trustees will greatly assist the smooth running of the property ...”

I attach in the **Appendix** (for information) the original reports that accompanied the original changes to the covenant back in 2007 and 2008.

To conclude, this amendment is purely to ensure that the Assembly is kept informed of changes that occur on the site once the covenant is removed and, if necessary, to have a

say on such changes. It therefore keeps an involvement of the Assembly on such matters, which I hope Members will consider is proportionate.

Financial and manpower implications

The financial and manpower implications arising from this amendment will be minimal, being the extra officer time to draft a report to the States notifying Members of any changes agreed by the Trustees.

APPENDIX

PART 1 – REPORT FROM [P.95/2008](#) – DRAFT HOWARD DAVIS FARM (ABROGATION OF COVENANT) (JERSEY) LAW 200-

“Introduction

Members will recall that in January 2007 the States Assembly approved P.170/2006 “Howard Davis Farm (Partial Abrogation of Covenant) (Jersey) Law 2007” (registered 22/06/07) to permit part of the site to be used for the proposed new dairy. P.170 was approved by 45 votes to nil against, with one abstention.

The intention of that particular debate was to facilitate the relocation of the Jersey Dairy to Howard Davis Farm. It was always recognised, and indeed was noted as part of the report accompanying the proposition that many of the other uses taking place on the site fell outside of the original terms of the gift and would need to be regularised in due course.

It has never been considered acceptable for the States to accept a gift of this nature and then to simply pass a law revising the conditions relating to the charitable purposes of the gift and use the site for other, non-charitable, purposes with no further reference to the purpose for which the gift was given.

As part of the original abrogation, it was agreed by the States that the proceeds arising from the rent of the dairy site would be transferred into a separate fund or trust (“the Trust”) which would then fulfil the terms of the original gift, slightly widened to include (for example) environmental and horticultural uses as well as the original intention of agriculture.

The proposed Law sets out to regularise the remaining existing uses on the site, and at the same time stipulates the calculation of monies to be transferred into the Trust following the principles established under P.170.

For administrative convenience this Law regularises the current uses together with the previously approved Dairy use (as approved under P.170) and also revokes the original Howard Davis Farm (Partial Abrogation of Covenant) (Jersey) Law 2007.

Background

Members will recall from the 2007 debate the generosity of Thomas Benjamin Frederick Davis and the many gifts he made to the Island. It is the view of the Minister that it continues to be essential to honour and recognize the importance of T.B. Davis as an extremely generous benefactor to the people of Jersey, and to retain the tributes to the memory of his son Howard who served with distinction and died in service for his country and the freedom of future generations.

Parkfield (later to be named Howard Davis Farm), amounting to the house, farm buildings and 40 vergées of land, was gifted to the Public of the Island by T.B. Davis and accepted by the Act of the States on the 17th December 1927. A covenant attached to the gifting imposed certain conditions as to the use of the land and buildings (the Covenant). It was one of four separate corpus-fundi transferred by Mr. Davis to the Public of the Island in perpetuity and gifted for –

“the purpose of establishing there, under the administration of the Committee of Agriculture of the States, an experimental farm for developing the study of agriculture and for instructing in that science young people and other interested parties”.

With the decline in Island agriculture and the associated need for research and training within the industry, only a small percentage of the uses now currently fall within the permitted terms of the Covenant.

Regularisation of Current Uses

The Law proposes a relaxation of the Covenant to permit (and regularise) the uses presently taking place on the site. This is achieved by defining those uses in the Schedule to the Law. The Schedule can only be amended in the future by a separate proposition brought to the States Assembly.

The Schedule to the proposed Law sets out the existing principle uses currently operating at Howard Davis Farm and in addition certain ancillary approved uses.

The aim is to permit the present uses of the site; to provide a degree of flexibility in how those uses are permitted to operate in the future; but to ensure that any significant change away from present envisaged uses would be required to be brought back to the States Assembly for further approval.

This has been achieved by restricting many of the uses by area. For example warehousing would be permitted up to 60,000 sq. feet. As a guide, the existing site represents 40 vergées of land (being approximately 18 acres or 774,000 square feet), of which the presently developed area (including the proposed dairy site, warehouses / storage sheds, glass houses, poly-tunnels, accommodation units and offices) measures approximately 277,000 square feet.

In essence what this Law aims to achieve is to permit an enhanced (and slightly more flexible) use of the Howard Davis Farm site, in return for a financial contribution to be paid into the previously mentioned Trust.

At present, the existing uses of the site comprise the following:

1. The offices, laboratories and ancillary areas for the Environmental Services Division.
2. Glass houses and poly-tunnels all but one of which are currently unused.
3. The Centre for Further Education, including an Art Block.
4. Acorn Enterprises (which is operated by the Jersey Employment Trust – a charitable Trust part financed by the States). It gives disabled people and those who find it difficult to work in an open environment the opportunity to work in horticulture and garden maintenance amongst other activities.

Additional activities include a commercial business recycling timber. There is also a small shop operated by Mencap Jersey. Acorn would like to marginally expand their retail presence to incorporate a small café, which could be used for further training of their clients.

5. Certain storage buildings in which the Transport and Technical Services Department bags recycle green waste as compost, and crushes tomatoes to liquid for clean disposal in times of surplus.
6. An animal carcass incinerator (as opposed to the pet crematorium, which is actually located on an adjacent site).
7. Three residential units, only two of which are currently used for staff working at Howard Davis Farm.
8. Ancillary car parking for those working at the Farm.
9. The site also has consent for a new Dairy.

Most of these uses do not comply with the existing Covenant (other than the Dairy, which has been granted permission under the Howard Davis Farm (Partial Abrogation of Covenant) (Jersey) Law 2007).

By way of example members may recall that in legal terms there is a distinction between horticulture and agriculture, with the former being in breach of the original covenant, and the latter being in compliance.

One new use that is proposed, and which would be permitted purely on a temporary basis, and only for a period of time fixed in the Law, is that of an animal carcass incinerator. This was requested as an emergency measure by the Department of Transport and Technical Services who were concerned to ensure adequate facilities were in place should (for example) an outbreak of Blue Tongue occur in the Island. This was discussed with the Davis Family (“the Family”) in December 2007, and a temporary period of occupation agreed.

It should be noted that as part of the 2007 debate, it was welcomed by a number of members that Treasury officials had worked with representatives of the T B Davis family, and that such communications would continue. Members will recall the statement issued by the family representatives which was reproduced in the addendum to the report accompanying P.170/2006. It is these same individuals that are referred to as ‘the Family’ in this report.

The Family have been extensively involved in the discussions over the regularisation of the current uses on the site, and have welcomed the proposals to bring the covenant up to date and thereby rejuvenate the links of the Family to Jersey. This culminated in a formal meeting in Jersey during the recent visit by representatives of the family to rededicate the restored Howard D lifeboat on the weekend of the 17th to the 20th May.

Revision of Covenant

The Family has consented to the abrogation of the covenant which shall make it lawful for the Public to lease Howard Davis Farm or any part thereof free from the covenant but subject to the restrictions set out in the schedule “Conditions of letting” of this Law and on the basis that the rental income shall be applied to the Trust in accordance with Article 3 thereof.

Following negotiation and agreement between officers and members of the Family, the means of calculating the monies to be transferred into the Trust is proposed as follows –

- (1) Howard Davis Farm is divided into 2 areas (North and South) by La Rue Asplet;
- (2) the South consists of the proposed site of the new Dairy, and the balance of the land, which includes the main farm buildings, presently occupied by the States Environment Department;
- (3) the area to the South of the road is then further subdivided into 2 sections –
 - (a) the site to be occupied by the Dairy will be by way of a ground lease and no responsibility will fall upon the States for any property maintenance. The States have previously agreed that all of the monies arising from this lease will be paid into the Trust. This Law modifies this commitment (with the agreement of the Family) to 80% of the monies received from the Dairy being paid to the Trust, with the remainder going to the States as a contribution to the on-going maintenance costs on the rest of the Howard Davis Farm site;

- (b) the remainder of the site contains a number of buildings, including the main farm buildings which are presently occupied by the Environment Department and three houses. In the longer term, a market rent will be payable to the Trust for the use of all of the residential units. When this occurs, 50% of the rent passing will be retained by Jersey Property Holdings as a contribution towards the maintenance of the buildings on site. However, for the States Offices a nominal rent of £7,000 p.a. has been agreed with the Davis Family. This would increase annually in line with the annual percentage rise in the Jersey Cost of Living. The proposals under this Law would firstly legitimise the present use of the site for offices of the Environment Department and residential units, and will also allow a degree of flexibility of use, such that other administrative offices could make use of the buildings if necessary. Extensions to existing buildings (subject to the requirements of Planning and payment to the Trust of a market ground rent) would also now be permitted. All of these proposals are supported by the Davis Family.
- (4) The Northern part of the site is mainly occupied by Acorn Enterprises –
- (a) there is recognition that the activities of Acorn are welcomed by the Family and considered appropriate to the site, and it is therefore proposed that Acorn will be granted a long contract lease on a peppercorn rent in respect of the area to the North of Rue Asplet;
 - (b) the remainder of this site is currently occupied by T&TS. The medium term intention being to allow Acorn to occupy that location;
 - (c) any rent on the Northern part of the site will be on the basis of a ground rent, and accordingly 80% of any proceeds would be paid into the Trust (even if this is in respect of a peppercorn rent), with 20% retained by Property Holdings to go towards maintenance costs arising elsewhere on the site.
- (5) It should be noted that where a percentage of the rental income arising from any property on the entire Howard Davis Farm site is passed to the States to meet buildings and general site maintenance, if that money is not wholly spent on maintenance, any surplus is to be divided between the Trust and the States on an 80:20 basis.

Trust Fund

In the Howard Davis Farm (Partial Abrogation of Covenant) (Jersey) Law 2007, the Minister received approval from the States Assembly for the proceeds of any lease of the land to be held by the Treasurer of the States and kept by him in a separate interest bearing account until the setting up of a trust fund which is within the spirit of the original charitable purposes of the T.B. Davis gift.

The proposed Law further refines that intention, and gives detail (under Article 3) as to how the monies to be transferred to the Trust should be calculated.

A trust deed has been drafted by the Law Officers Department in consultation with the Family and is ready to be considered and approved by the Minister and provided the members approve this Abrogation Law.

The Trust will have the following Principal Objects –

- (1) training and research in respect of agriculture and horticulture, whether in Jersey or elsewhere; and
- (2) the protection, enhancement and monitoring of, training with regard to, and research into, the environment, whether of Jersey or elsewhere.

If this Law is approved, and once the Trust has also been approved, it is the intention of the Minister (as a one-off event) to amend this Law by Order to specifically identify the Trust by name.

It is not possible to do this until the Trust exists. At the time of lodging it is likely that the proper name of the Trust will be the Howard Davis Farm Trust. This will ensure clarity, and avoids any possible confusion in the future if another Trust were to be constituted either in Jersey or elsewhere, with similar Objects.

Financial and manpower implications

The financial implications are in respect of the obligations by the States to pay rent to the Howard Davis Trust, to receive rent from the Dairy and to invest in property maintenance as described in the law.

Over the first nine years the States will be required to increase its revenue allocation by an average of £20,600 for the first three years and £28,500 thereafter, of which £14,000 rising to £26,000 by year nine will be spent on remedial maintenance to the Farm buildings and grounds.

So by year nine the net incremental cost to the States of the regularisation of all existing uses at Howard Davis Farm and the extension of uses for the Dairy will be only £2,500 per annum.

It is considered that this represents a small sum to pay in order to regularise and allow the limited extension of all current uses at Howard Davis Farm.

There are no other financial or manpower implications for the States arising from this draft Law.

European Convention on Human Rights

Article 16 of the Human Rights (Jersey) Law 2000 requires the Minister in charge of a Projet de Loi to make a statement about the compatibility of the provisions of the Projet with the Convention rights (as defined by Article 1 of the Law). On 5th June 2008 the Chief Minister, acting on behalf of and in the temporary absence of, the Minister for Treasury and Resources made the following statement before Second Reading of this Projet in the States Assembly –

In the view of the Chief Minister the provisions of the Draft Howard Davis Farm (Abrogation of Covenant) (Jersey) Law 200- are compatible with the Convention Rights.”

**PART 2 – FULL ADDENDUM TO P.170/2006 –
DRAFT HOWARD DAVIS FARM (PARTIAL ABROGATION OF
COVENANT) (JERSEY) LAW 200-**

“HOWARD DAVIS FARM COVENANT – STATEMENT BY DAVIS FAMILY

**STATEMENT BY MEMBERS OF THE DAVIS FAMILY ON THE
DRAFT HOWARD DAVIS FARM (PARTIAL ABROGATION OF
COVENANT) (JERSEY) LAW 200- (P.170/2006)**

Report

Following meetings with members of the family of Thomas Benjamin Frederick Davis, which included his direct descendant granddaughter and great-granddaughter, the attached joint statement has been prepared and signed to confirm their agreement and support for the proposed partial abrogation of the conditions of the original 1927 Deed of Gift of ‘Parkfield, Trinity’ (later named ‘Howard Davis Farm’), to permit the leasing of an area of land for the construction and operation of the proposed Jersey Dairy.

Those representing the family of T.B. Davis at the meeting were –

Direct Descendants

Mrs. Sueann P.G. Evans	Granddaughter of T.B. Davis
Mrs. Aylwen Lyddell	Great-Granddaughter of T.B. Davis

Indirect Descendants

Mrs. Evelyn Stevens	Granddaughter of T.B. Davis’ brother, Leopold
Mr. Roderick Stevens	Great-Grandson of Leopold Davis
Mr. Atholl Swainston-Harrison	Great-Great-Grandson of Leopold Davis

The original of the signed Statement was received from the family on 22nd January 2007 and a copy is attached as Appendix 1 to this report together with a brief explanation of T.B. Davis as a benefactor to the Island and the existing members of the family as Appendix 2.

APPENDIX 1 (to P.170/2006 Add.)

Statement in respect of Howard Davis Farm

Further to a meeting held in Cape Town, South Africa on Tuesday 9th January 2007, between representatives of the T. B. Davis Family ("the Family"), the Assistant Minister for Treasury and Resources of the States of Jersey and the Assistant Director of Property Holdings of the States of Jersey ("Treasury representatives"), the following points have been agreed :

In respect of

A) The occupation by the Jersey Dairy of the identified portion of Howard Davis Farm

and

B) Proposals to proceed with the Abrogation of the Covenant to permit a 99 year lease to proceed.

- 1) The Family are happy for the proposed dairy to be located at Howard Davis Farm (in accordance with P170/2006)
- 2) They are comfortable with the principles of a 99 year lease to the Jersey Milk Marketing Board ("JMMB")
- 3) Accordingly they would support the proposal to vary the covenant to achieve (1) and (2) above
- 4) The Family have indicated their view that they would prefer to see an organisation similar to the present JMMB structure (possibly modified to achieve a more modern model), and encompassing all (or most) milk producers in the Island, but with the existing (benign) influence of the States of Jersey continuing, rather than a pure commercial, privately owned, organisation operating from Howard Davis Farm.
- 5) The Family would welcome any proposals to name the dairy after Glenham Davis.

In respect of

C) **Establishment of a Charitable Trust to all parties mutual satisfaction – family members for consideration for nomination to the board of trustees – Aylwen Lyddell, Atholl Swainston Harrison and Roderick Stevens**

and

D) **Formalisation of that Trust to be put before the States – concluding by end of 2007**

6) The Treasury representatives have confirmed that the proposed Law (P170/2006) does contain proposals to establish a Trust in line with the aims specified in paragraph 3 (3) of that Law

7) They have also confirmed that the Minister for Treasury and Resources would be delighted for the Family to be represented on the Trust, and it appears that the Family have already given practical consideration to the logistics of such representation.

8) The Treasury representatives have suggested that the Family consider the proposed objects of the Trust, and that any comments confirming those objects, or expressing any wish to slightly expand upon those objects, would be extremely welcome.

9) The Treasury representatives have confirmed the intention to involve the Family in the drafting of the Trust Deed / relevant legislation (which is needed to establish a Trust), and that this will then need to be approved by the States of Jersey as an Assembly.

10) It is suggested that the name of the Trust be agreed in conjunction with the Family

11) It has been confirmed that (9) should be completed by the end of 2007 at the latest

E) Other Matters

- 12) All parties have confirmed that they accept the need to regularise the other uses of the site, and the Family have indicated their general acceptance of those uses (namely the use of the offices by the Environment department, the use of part of the site by Acorn Enterprises, including for horticultural purposes, the potential use of the more modern glasshouses by Acorn, and the potential establishment of some form of agricultural / mechanical teaching courses on the site).
- 13) The Treasury representatives have confirmed that Phase 1 (the establishment of the dairy) will give rise to an income in the form of rent which will be payable to the Trust.
- 14) They have explained that a further phase will establish and deal with any extra income from the use of the rest of the site as a result of the proposed charging mechanism to be instigated by Property Holdings in due course.
- 15) In conclusion the Family welcome the proposals to bring the covenant up to date and to rejuvenate the links of the Family with Jersey. In addition they recognise the urgency with which some of the above matters need to be addressed, and wish to see a strong dairy industry thriving in Jersey into the future.
- 16) The Assistant Minister confirmed that he would present this statement to the Minister for further presentation to States Members and the Assembly.

Signed by :



John Le Fondré
Assistant Minister for Treasury and Resources - States of Jersey

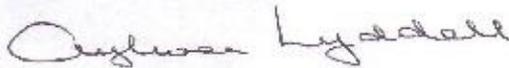


Paul Tucker
Assistant Director - States of Jersey Property Holdings

Sueann P G Evans



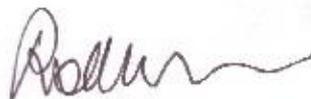
Aylwen Lyddell



Evelyn Stevens



Roderick Stevens



T.B. DAVIS AND EXISTING MEMBERS OF THE FAMILY

Background

Initial investigation by the Law Officers' Department in 2004 revealed only a Mr. Stephen Davis living in Norfolk as an indirect relative of T.B. Davis. Her Majesty's Solicitor General wrote to Mr. Stephen Davis to establish the existence of other members of the family but without benefit of response. Later it was discovered that two further relatives lived in the Island, and although they were not direct descendants, Deputy Le Fondré and officers of Property Holdings met with them to discuss the Howard Davis Farm covenant and they were broadly supportive of the present proposals.

Following correspondence with a Mr. Roderick Stevens, who was representing relatives of the family of T.B. Davis in South Africa, it was suggested by the Minister that a meeting between members of the family and representatives of the Minister might be beneficial to hear their concerns over the future of Howard Davis Farm and to agree on what might be achievable in respect of existing and planned uses which do not comply with the conditions of the 1927 T.B. Davis Deed of Gift.

Although an invitation was extended for them to come to Jersey, the family preferred to accept a meeting in Cape Town, primarily because of the difficulty for all of them to travel. The meeting was held on Tuesday 9th January 2007.

Explanation of the history

Thomas Benjamin Frederick Davis was born on 25th April 1867 at Havre des Pas, at the corner of Havre des Pas and the Coast Road. His father, Thomas Leopold Davis, was a fisherman and ships' carpenter. His mother was Jemima Vickers.

Growing up at Havre des Pas, amongst the boat builders and seafarers, it was little surprise that the young Davis went to sea at the age of 15 on George Allix's schooner "Satellite". It was on "Satellite" that Davis nearly met his end, when he was accidentally cast adrift in the middle of a storm in the North Sea. His family were advised that he had been lost at sea, presumed drowned. Amazingly, after 19 hours in the North Sea he was picked up, and was able to make his way back to Jersey, presenting himself to his family just as they were leaving to attend his memorial service. It is reported that his mother fainted from the shock. Davis went with them to the service at St. Luke's Church, where he had once served as a choirboy, and sat down quietly, only presenting himself to Canon Braithwaite after the service.

He returned to sea, serving in the Royal Naval Reserve between 1896 and 1899. Whilst in the Royal Naval Reserve, he obtained his Extra Master's ticket at the unusually young age of 25.

He moved to South Africa in the early part of the 20th century. From his headquarters in East London, on the east coast of South Africa, he started a very successful stevedoring business which at its pinnacle stretched from Port Elizabeth to Dar es Salaam. Within 10 years Davis had made his fortune. He contributed large amounts of his wealth to his adopted hometown of Durban in South Africa, which included

purchasing a ship for Merchant Navy training for boys and building the University of Natal, but he also became a considerable benefactor to his native Island of Jersey. During the First World War Davis remained in South Africa.

Davis owned several yachts, the most famous being the 135 foot schooner “Westward”, which was built between 1909 and 1910 by the Herreschoff Manufacturing Company of Rhode Island for the New York industrialist Alexander Cochran. Between 1925 and 1935, Davis and the Westward enjoyed their finest hours racing against King George V in his yacht “Britannia”.

T.B. Davis died in 1942, in Durban, at the age of 75. He left one son, Glenham, and 2 daughters, Marguerite and Minnie. Sadly, he had lost his son Howard Leopold at the Battle of the Somme in 1916.

In memory of Howard, T.B. Davis left a number of gifts to the Island. These included the Howard Hall at Victoria College (1934), in which he housed a painting of his great friend and sailing adversary King George V, painted by Jerseyman John Helier Lander; the Howard Davis Park (1938), the Howard 0, Jersey’s first motorised lifeboat and, of course, Howard Davis Farm.

In 1927, T.B. Davis bought a property known as Parkfield in Trinity and gifted it to the States to be used as an experimental farm for the development and study of agriculture and for the instruction of young Jersey people and other interested parties in the science of agriculture.

For 70 years the property, which was eventually named Howard Davis Farm, was used entirely for that purpose but with changes in agriculture in recent years and very few young people entering the industry, there has been less call for agricultural experimentation and education. Whilst the land and buildings have been used for purposes, they have not been in compliance with the conditions of the 1927 Deed of Gift.

The existence of a granddaughter and one great-granddaughter in South Africa and another granddaughter in Spain has only recently been confirmed. Together with other relatives of T.B. Davis, they originally expressed concern in writing that the spirit of the original gifts to the Island and the name of T.B. Davis were not being respected.

Since meeting with them, they now understand that there is still a great deal of respect for the name of T.B. Davis as a considerable benefactor to the Island and they see an opportunity for the conditions of the covenant to be amended to bring it up-to-date with the modern needs of the agricultural industry, environmental challenges and the training needs of young people. It also gives the opportunity of rejuvenating the links with the family and Jersey.”