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3.5 Connétable C.H. Taylor of St. John of the Minister for Infrastructure regarding charges levied when the fuel farm was built:

Can the Minister confirm that when the fuel farm was built the public of Jersey were charged an extra penny a gallon to pay for it? Could the Minister explain what exactly was purchased with the funds raised?

Deputy E.J. Noel (The Minister for Infrastructure):

Unfortunately I am unable to confirm or deny any links between the building of the fuel farm and an increase in the cost of fuel in the late 1970s. The details of the funding of the fuel farm is beyond the retention records for my department and so unfortunately I cannot provide the Constable with more detailed verification at this time.

[10:15]

However, I have just recently this morning received an email from the Assistant Chief Minister, Senator Ozouf, on this matter and once I have verified the contents of that email and with his approval I will be able to circulate it to States Members.

3.5.1 Deputy R.J. Renouf of St. Ouen:

Does the Minister accept when the fuel farm was built the buildings put on it were documented as being in public ownership?

Deputy E.J. Noel:

From the records I have from external legal advice to the States it indicates that the buildings on that site were owned by the operators of the fuel farm.

3.5.2 The Deputy of St. Ouen:

Supplementary. Can I therefore ask the Minister why it was that the 2006 lease recorded buildings and other equipment in public ownership and that situation was accepted by both the tenants who took that lease?

Deputy E.J. Noel:

That is a good question but we have found that lease to be deficient in some areas, hence the new lease, since the renewal of the lease has substantially been rewritten, but our records show that the buildings, as well as the chemistry set on the site, were owned by the operators of the fuel farm and not by the States.

3.5.3 Deputy J.A. Martin:

Just a question for the Minister. The Minister has just said that the last lease was deficient in many areas and they have now produced a new lease. We were led to believe at the last States sitting this was not a new lease, it was an extension. How can it be one or the other? Is it a duck or is it not a duck. Would the Minister explain please?

Deputy E.J. Noel:

The lease that was passed through the Royal Court a couple of Fridays ago was a renewal. It was a substantially rewritten document compared to the original lease but it was a renewal as the Chair opined at the last States sitting.

3.5.4 Deputy J.A. Martin:

Yes. Well, that is another question which may come back to bite the Chair but the question is, is it not only a renewal on the day. The lease is nothing like the other lease was. Will the Minister admit this? The date follows on because they moved the date, the lease, as rewritten, is not the same lease? It does not just change the date, it changes the whole wording.

Deputy E.J. Noel:

It is a renewal of the lease. It is not a new lease. It is a renewal. The wording is substantially different and that is normal in a number of property transactions when you get a renewal of the lease on different terms to the lease that has expired.

Deputy J.A. Martin:

Last time the Chair ...

The Deputy Bailiff:

No, Deputy, you have had ...

Deputy J.A. Martin:

Well, I would like a ruling from the Attorney General because the last time the Chair ...

The Deputy Bailiff:

No, I am sorry, Deputy, the Attorney General ...

Deputy J.A. Martin:

Okay. Well, maybe someone else will ask.

The Deputy Bailiff:

The Attorney General is not available to advise during question time. This is questions for the Minister and the Attorney cannot be asked.

Deputy J.A. Martin:

We had a legal ruling from the Chair last time, so it should have probably come from the Attorney General. I would really like to push for this. I am sorry. I mean I know it is your ...

The Deputy Bailiff:

I am sorry. This is question time and this is not a matter that needs to be resolved by way of a point of order. Final supplementary.

3.5.5 The Connétable of St. John:

What is absolutely clear is that the current lease is substantially different to the previous lease. It is absolutely clear that the previous lease contained properties specifically described, which this lease does not. Will the Minister agree that it is not a renewal and that it was therefore a new lease because it is quite plain to any common sense person that that is the case?

Deputy E.J. Noel:

I cannot give this assurance to the Constable because the advice I have received is that the lease is a renewal. What I will give an undertaking to is to speak to my legal advisers to see if they can issue a document to States Members explaining why the lease is a renewal under Standing Order 168.

Senator P.F.C. Ozouf:

May I raise a point of order?

The Deputy Bailiff:

If it is a point of order, yes.

Senator P.F.C. Ozouf:

A point of order is that it is a clarification of the standing of the point of order. The Minister is being asked as to whether or not it is a renewal or a lease. The Connétable asked at the time what this ruling would be from the Chair about whether or not it was a renewal or a lease and certain things came as a result ... the consequences flowed from that. Will you just confirm, what is the status of a ruling of a point of order and that Members may well question the Minister but ultimately a ruling from the Chair is a ruling from the Chair? Have I not got that correct? Could you confirm that a point of order overrides everything?

The Deputy Bailiff:

I am afraid I am not familiar with what happened on the last occasion. I was not in the Chair as Members will be aware. However, under Standing Orders the ruling from the Chair is final and definitive and cannot be challenged during the course of that by Members. As a general principle that is the case, a ruling on the point of order.