

**WRITTEN QUESTION TO THE MINISTER FOR INFRASTRUCTURE  
BY DEPUTY S.M. AHIER OF ST. HELIER NORTH  
QUESTION SUBMITTED ON MONDAY 25th MARCH 2024  
ANSWER TO BE TABLED ON WEDNESDAY 3rd APRIL 2024**

**Question**

“Further to my question during Questions Without Notice on [19/03/2024](#), will the Minister advise –

- (a) the number of property owners who have been fined by Jersey Property Holdings for encroachments to the foreshore;
- (b) the total amount of said fines;
- (c) the number of property owners who have thus far had these payments refunded;
- (d) the total amount of those refunds; and
- (e) whether the Minister intends to repay all fines and within what timeframe?”

**Answer**

- (a) No property owners have ever been fined by Jersey Property Holdings (JPH) and JPH has no powers whatsoever to levy fines on any party who encroaches on land in Public ownership. The Public’s position in respect of encroachments on its land is no different to that of private landowners. It is assumed that the question refers to land transactions which have taken place between the Public and third parties where encroached Public land (specifically the foreshore) has been sold to the third parties for a financial consideration, or rights granted for the encroached land to be used by the third parties. On some of those cases, the third parties were experiencing difficulties in selling their properties due to the encroachments, and requested the Public’s participation to resolve the contractual defects. The number of property owners who have transacted with the Public to resolve encroachments on the foreshore is eight. This does not include any transactions which the Crown may have completed separate to the Public.
- (b) The total consideration paid by the third parties to the Public for acquiring the encroached land or for acquiring rights to use the land is £180,250.
- (c) Two property owners have recently received ex-gratia payments.
- (d) The ex-gratia payments amounted to £74,407.
- (e) The two cases referred to above were exceptional and do not set a precedent – In reaching that view I am mindful of the distinguishing factor of the significant period of delay suffered by both individuals (between the time JPH first made contact and the subsequent passing of contracts).