

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 8/2013

SETTLEMENT OF DISPUTE

BETWEEN

NATIONAL COMMERCIAL BANK

AND

MR. PETER JENNINGS

AND THE

AWARD

I.D.T. DIVISION

MR. NORMAN WRIGHT, Q.C. - CHAIRMAN

MR. RION HALL, J.P. - MEMBER

MR. D. TREVOR MCNISH - MEMBER

APRIL 28, 2015

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

NATIONAL COMMERCIAL BANK

AND

MR. PETER JENNINGS

REFERENCE:

By letter dated June 7, 2013 the Honourable Minister of Labour and Social Security pursuant to Section 11 A (1) (a) (i) of the Labour Relations and Industrial Disputes Act (hereinafter called "the Act"), referred to the Industrial Disputes Tribunal for settlement in accordance with the following Terms of Reference, the industrial dispute described therein:-

The Terms of Reference were as follows:

"To determine and settle the dispute between the National Commercial Bank on the one hand and Mr. Peter Jennings on the other hand over the termination of his employment."

DIVISION:

The division of the Tribunal which was selected in accordance with Section 8(2)(c) of the Act and which dealt with the matter comprised:

Mr. Norman Wright, Q.C.	-	Chairman
Mr. Rion Hall, J.P.	-	Member, Section 8(2)(c)(ii)
Mr. D. Trevor McNish	-	Member, Section 8(2)(c)(iii)

REPRESENTATIVES OF PARTIES:

The **Bank** was represented by:

Mr. Gavin Goffe	-	Attorney-at-Law
Miss Natasha Rickards	-	Attorney-at-Law
Mr. Jermaine Case	-	Attorney-at-Law

In attendance were:

Miss Corrine Henry	-	Legal Counsel
Mr. Dave Garcia	-	Legal Counsel
Mr. Euton Cummings	-	Asst. General Manager Group, HR Division
Mr. Norman Reid	-	Senior Asst. General Manager
Mr. Richard Hines	-	Manager of NCB Group's Fraud Prevention Unit

The **Aggrieved Workers** was represented by:

Mr. Gordon Robinson	-	Attorney-at-Law
Mr. Harold Brady	-	Attorney-at-Law
Mr. Harold Malocolm	-	Attorney-at-Law

In attendance were:

Mr. Paul Stewart	-	Consultant
Mr. Peter Jennings	-	Aggrieved Worker

SUBMISSIONS AND SITTINGS:

Briefs were submitted by the parties and oral submissions made during thirty-three (33) Sittings, from April 30, 2013 to January 29, 2015.

BACKGROUND TO THE DISPUTE:

National Commercial Bank Jamaica Limited ("NCB" or "the Bank") operates a network of branches in locations across Jamaica. Mr. Peter Jennings, who was employed to the Bank for over thirty (30) years, was the Branch Manager at the St. James Street Branch in Montego Bay and, before that, of the May Pen Branch. At the material time, the branches were placed under the management of Branch Managers who enjoyed extensive autonomy in their management, subject to certain policies and guidelines laid down by the Bank's executive management team and the Board of Directors.

Each branch had its own Credit Department which had primary responsibility for assessing the credit worthiness of loan applications based on certain Risk Management criteria laid down by the Bank. During the period of February 2012 to June 2012, Mr. Jennings approved at least eight (8) loans which were subsequently classified as delinquent and/or non-performing and many resulted in significant losses to the Bank.

The Bank considered that Mr. Jennings approved the loans without conducting any or sufficient due diligence in keeping with the Bank's policies and Risk Management criteria.

Mr. Jennings was found to be grossly negligent in the performance of his duties, particularly in that he:

- a. Authorized appropriation of loan proceeds contrary to the stated purpose of the loan;
- b. Approved loans supported by fictitious and fraudulent job letters without himself conducting, or ensuring that others conducted, such due diligence as was necessary and/or appropriate.

The amount disbursed under these 8 loans totaled in excess of \$48.5M and by letter dated November 5, 2012, Mr. Jennings was charged with misconduct and/or neglect involving the following acts and/or conduct:

- i. Actions (including deliberate and/or negligent actions, unethical and/or unprofessional conduct) which will result, or have the potential to result, in significant financial losses to the NCB group;
- ii. Actions (including deliberate and/or negligent actions, unethical and/or unprofessional conduct) which bring the NCB Group's name and/or image into disrepute or have the potential to do so;
- iii. Engaging in behavior that causes the NCB Group to question his honesty and integrity in carrying out his functions and duties.

On the same day, in a conversation between Mrs. Audrey Tugwell Henry, Senior General Manager in the Retail Banking Division and Mr. Jennings, the latter asked whether he should bring an attorney-at-law to the hearing which the same letter required him to attend on November 6, 2012. Mrs. Tugwell Henry responded that the Bank was not going to have an attorney and that if he brought one, the hearing would have to be postponed for the Bank to consider its position. Mr. Jennings made no request to bring an attorney-at-law to the hearing, nor did he ask for the hearing to be postponed.

The hearing was convened on November 6, 2012 before a disciplinary panel composed of Mrs. Audrey Tugwell Henry and Mr. Norman Reid, Regional Manager, Retail Banking Division. Having heard Mr. Jennings' responses to the charges that were laid, the disciplinary panel determined that all of the charges had been substantiated. In addition to the fact that Mr. Jennings' actions were negligent, they resulted in actual losses to the Bank and had the potential to tarnish its reputation as a diligent and reputable financial institution. They also considered that some of Mr. Jennings' responses to the questions put to him caused them to question his honesty and integrity.

A meeting was convened on November 19, 2012, at which time Mr. Jennings was advised of the Bank's decision to terminate his employment. He was accordingly so advised in writing by letter of even date. Mr. Jennings immediately appealed the decision and the appeal was scheduled for November 29, 2012, to be heard by Mr. Dennis Cohen, Deputy Group Managing Director. Mr. Cohen had not been involved in the case prior to the appellate stage.

The appeal was postponed as a result of Mr. Jennings' request, made for the first time, for legal representation. The appeal was rescheduled for December 7, 2012. Mr. Jennings was advised in writing that he could take a representative to the appeal, provided the representative was an employee of the Bank and provided further that Mr. Cohen was advised of that employee's name at least 3 days prior to the hearing of the appeal.

Mr. Jennings insisted that he be allowed to take Mr. Harold Brady, Attorney-at-Law, to the appeal. The Bank maintained its position that it would not agree to Mr. Brady being present for this reason, Mr. Jennings did not attend the hearing of the appeal and in his absence the appeal was heard on the basis of his written grounds of appeal.

The outcome of the appeal was communicated to Mr. Jennings by way of letter dated December 12, 2012, wherein he was advised that the decision arising from the disciplinary hearing remained unchanged.

THE BANK'S CASE:

The Bank in its presentation to the Tribunal adduced oral and documentary evidence and made submissions in support of its contention that its decision to terminate Peter Jennings' contract of employment was lawful, fair and justifiable. This is best summarised as follows:

1. Peter Jennings, employed to the Bank in the position of Assistant General Manager at the Montego Branch, situated at St James Street, was by letter dated November 5, 2012, delivered to him at his home at 6:00 p.m. that same evening, requested to attend a hearing the following morning on November 6, 2012 at 10:30 a.m.

At the hearing, he was charged with misconduct and /or negligence, particularly with respect to the following acts/or conduct:-

- (i) Actions (including deliberate and/or negligent actions, unethical and/or unprofessional conduct) which will result, or have the potential to result, in significant financial losses to the NCB Group;
- (ii) Actions (including deliberate and/or negligent actions, unethical and/or unprofessional conduct) which bring the NCB Group's name and/or image into disrepute or have the potential to do so;
- (iii) Engaging in behaviour that causes the NCB Group to question your honesty and integrity in carrying out your functions and duties.

The charges were based on evidence which could lead the Bank to conclude that he had approved and/or granted unsecured loans to a number of the Bank's clients.

Arising from the hearing, the Bank determined that the charges had been established and took the decision to terminate Mr. Jennings' contract of employment. Mr. Jennings was accordingly so informed by letter dated November 19, 2012.

- 2. The decision to terminate the services of Mr. Jennings emanated from his conduct in approving a number of loans within a short space of time, which were either classified as non- performing or were soon to be so classified. Also, on reviewing the loan applications and supporting documents, it was revealed that nearly all the information supplied by the applicants was false or fabricated. It also appeared that little or no steps had been taken to verify the information so supplied by the applicants.
- 3. The Officer of the Bank who conducted the investigations into this matter, testified that he was able to identify a number of 'red flags', which should have alerted the Branch Manager to the questionable nature of these loan applications and these are listed below as follows:
 - a) The applicants identified had travelled from other parishes, in order to apply for loans at the St James Street Branch and were new customers to the Bank.
 - b) Job letters in support of the loan applications, mentioned salary figures which should have aroused suspicion in any credit office.

- c) The grammar and syntax used in the letters were so poor or inappropriate that it should have raised concerns to anyone having an interest in fraud prevention.
 - d) Several of the titles given to the applicants were highly unusual in nomenclature and there were apparent inconsistencies in a number of these applications.
 - e) It was clear that little or no verification was being done by the persons who processed the loans, including Peter Jennings, the Vice-President in charge of the Branch. In several instances, a simple telephone call could have revealed the truth.
 - f) Peter Jennings was the 'gate -keeper'. He was the person with the authority to approve loans. It was his responsibility to ensure that proper due diligence was carried out, especially having regard to the size of the loans.
 - g) The Bank was adversely affected by Peter Jennings' approval of these loans, as well as others, without the required verification and due diligence. As a result, the Bank was likely to lose millions of dollars, if the debts were not repaid and none had been repaid to date. It has expended and continues to expend resources to collect payments on loans that should never have been approved.
4. The Bank's Disciplinary policy permits employees to be accompanied by a 'Union/personal representative' at disciplinary hearings and Peter Jennings was familiar with the Disciplinary Policy, as he had conducted hearings on behalf of the Bank from time to time.
5. At the disciplinary hearing, Peter Jennings did not request representation of any kind, neither did he ask for an adjournment to allow him time to prepare his responses, seek representation of any kind or consult with an Attorney.
6. The right to legal representation is an expressed agreement between the Staff Association (Union) and the Bank; therefore, all other employees who are not members of the Staff Association would have to make a request to be represented by someone other than an NCB employee, including external legal counsel. Requests of that nature are considered on a case by case basis on its own merits. For example, it considers the nature of the

charges, the complexity of the issues involved and whether, or to what extent, the outcome will depend on the interpretation of legal documents.

7. Peter Jennings appealed the decision of the Disciplinary Committee to terminate his contract of employment, but this was unsuccessful, as it was held on appeal, that the decision of the disciplinary hearing would not be disturbed.
8. If there were procedural flaws in the convening of Peter Jennings' disciplinary hearing, they were inconsequential, had no effect on the decision to dismiss him and paled in comparison to the level of gross negligence displayed. The Bank did not need to prove that Mr. Jennings' actions were deliberate or that he had committed any act of fraud, as the charges which alleged a complete dereliction of his duties, amounted to and was sufficient to justify dismissal.

Accordingly, for all the above reasons, the Bank submits that it was justified in dismissing Peter Jennings.

THE AGGRIEVED WORKER'S CASE:

The worker/employee, Peter Jennings, in presentations made on his behalf at the Tribunal, adduced documentary evidence and made submissions in support of his contention that the Bank's decision to terminate his contract of employment was unfair and unjustifiable. It was further submitted as follows:-

1. He had served the Bank for thirty three (33) years, starting as a Counter Clerk and rose to the position of Assistant General Manager at the Montego Bay, St. James Street Branch in 2011. At a number of the Bank's branches which he managed, his performance could be described as one of phenomenal success, in making profits for the Bank. This is highlighted by the performance of branches such as Spanish Town, May Pen and St James Street, under his management.

2. By letter dated October 18, 2012, Mr. Jennings was sent on leave by the Bank, without being told the reason for this action. Accordingly, he went on leave, unaware of the nature of any allegations, being made against him.
3. By letter dated November 5, 2012, Mr. Jennings was required to attend a disciplinary hearing at 10:30 a.m. on November 6, 2012. He was informed of the proposed disciplinary hearing by telephone on the evening (after 6:00 p.m.) of November 5, 2012, at a time, before the letter had been delivered. In that telephone conversation, Mr. Jennings told the person who would eventually turn out to be the chairperson of the disciplinary hearing, that he would require legal representation but he was told "if you bring an attorney, the meeting will not happen". Neither by the letter of notification of the disciplinary hearing nor in the telephone conversation was Mr. Jennings informed or advised as to the kind of representation of which he could avail himself.
4. Although it is the Bank's case that the charges that led to the termination of Mr. Jennings' contract of employment, arose from investigations conducted by Richard Hines, Mr. Jennings was never privy to a copy of the report submitted to the Bank by Mr. Hines.
5. At the time Mr. Jennings was sent on leave and up to the time of his dismissal, only one of the allegedly irregular loans placed before the Tribunal, was classified as a "bad" or "non performing" loan. All others were "performing" even if slightly behind and it was not in Mr. Jennings powers, after he was sent on leave, to have any influence or make any effort to prevent any of the others from falling into serious delinquency.
6. Mr. Jennings was requested to attend a disciplinary hearing less than eighteen hours after receiving verbal notification after 6:00 p.m. on November 5, 2012, followed by a letter received November 6, 2012, setting out a series of complex charges, with no particulars of specific actions on Mr. Jennings part, to support those charges. Mr. Jennings was denied the assistance of counsel.

7. According to Euton Cummings, Assistant General Manager Group, Human Resource Division, Mrs Tugwell -Henry, the chairperson of the disciplinary hearing, assisted in the drafting of the charges which were brought against Mr. Jennings. Therefore, the hearing was presided over by his accuser. The involvement of the other two persons from the Bank, who were present at the disciplinary hearing, was never disclosed to Mr. Jennings ahead of time nor was he allowed to seek legal advice as to the propriety of having his chief accuser, Mrs. Tugwell-Henry, chairing the disciplinary panel.
8. At the hearing, no evidence was led against Mr. Jennings. He was presented with a box of files and interrogated from the outset, with a view to have him prove his innocence. He was not allowed to face his accusers or to examine beforehand, the material in the files or to ask any questions. His accusers were his "judges". He had no representation, legal or otherwise.
9. Mr. Jennings appealed against the decision to terminate his contract of employment on a number of grounds, but chiefly that:
 - (a) The Bank presented no evidence to justify the charges laid against him.
 - (b) The Bank denied his request for legal representation.
 - (c) The punishment imposed is unjustifiable and disproportionate to the charges.

An appeal was scheduled for November 29, 2012 but was rescheduled to December 7, 2012. At the appeal, Mr. Jennings was accompanied by an attorney who had come to represent him. The Appeal Board refused to allow Mr. Jennings' attorney to represent him. Mr. Jennings then advised the Appeal Board that he would not proceed in the absence of representation of his choice, as was in this case, his attorney.

10. In response to the appeal filed and the denial of Mr. Jennings having Counsel representing him, the Bank heard the appeal in his absence and by letter dated December 12, 2012, concluded as follows:

"Mr Jennings' right to legal representation is based upon the Bank's disciplinary rules which grant the Bank's unionized staff, the right to legal representation."

It is nonsensical for the bank to maintain that unionized staff is entitled to legal representation in disciplinary hearings, but that senior staff at the highest level of the Bank, is not so entitled, particularly in light of the fact, as in this case, that Peter Jennings' career and reputation were at stake. The Bank maintained the position of no right to legal representation at the hearing of the Appeal, which consequently proceeded without Mr. Jennings' participation."

- 11(a) Mr. Jennings was repeatedly denied particulars of the charges against him and the charges of which he was eventually notified by way of letter dated November 5, 2012, were too vague to be properly defended. For example, many of the charges included allegations that Mr. Jennings acted on the basis of fraudulent letters of employment from loan applicants, but, when he showed documentary evidence that letters, as far as he could be aware, were genuine, he was simply told that they were fraudulent, without any specific reasons for so alleging.
- (b) Mr. Jennings was repeatedly denied the right to be represented by an attorney-at-law of his choice, both at the original disciplinary hearing and at his appeal against his dismissal. NCB insisted that he could only be represented by an NCB employee. This is unfair, unjustifiable and contrary to NCB's own disciplinary procedures, as NCB was the accuser making disciplinary charges against Mr. Jennings. Accordingly, Mr. Jennings did not feel comfortable seeking representation from NCB against NCB. This would have been akin to having an appeal from Caesar to Caesar.
- (c) Mr. Jennings has had a blemish-free record with NCB of over 30 years, during which time he has earned many awards for excellence and has met all performance targets. At the time of his dismissal, only one of the eight loans for which he was alleged to have acted improperly, was a non-performing loan. All others were fully paid up or within the Bank's policy, as performing.
- (d) No act of impropriety was proven against Mr. Jennings in any of the matters raised. In fact, Mr. Jennings made it clear to the disciplinary hearing and to the 'appeal body' that he had acted properly and within the Banks' policy at all material times.

12. The onus in these proceedings is on NCB to justify its dismissal of Mr. Jennings [IDT v UTECH (SCCA 71 & 72 OF 2010; Judgment October 12, 2012)]. Not a scintilla of evidence has been led of any wrongdoing on his part that could justify dismissal, or even that he received a fair and impartial disciplinary process before being dismissed.
13. At all material times, Mr. Jennings ensured that he wasn't involved in the due diligence and pre-approval process, which was handed over to Patria Coke, an experienced underwriter, who by the time that these matters arose, had been promoted to Personal Banker. This was in strict compliance with NCB's written credit risk policy as follows:
" for purposes of checks and balances, there will always be a clear separation of responsibilities , thus the person approving a credit facility cannot be the same person checking the documentation or the security and cannot be the same person approving the service request or the disbursement."
14. The disciplinary process whereby Mr. Jennings was given less than 18 hours notice, no particulars of the allegations of wrongdoing (general charges were laid but no specific alleged acts by Mr. Jennings) were included; the disciplinary hearing was presided over by the same person laying the charges; the "appeal" was to another senior NCB Manager and not an independent body; Mr. Jennings was repeatedly denied legal representation at the disciplinary hearing and at the appeal; are in flagrant breach of NCB's own Disciplinary Code as well as the Labour Relations Code, Regulation 22 as also the rules of natural justice.

The Disciplinary panel consisted of Mrs. Tugwell-Henry (Chairman) who had sent Mr. Jennings on leave and laid the charges against him; and Mr. Norman Reid, who reported directly to Mrs. Tugwell-Henry in the Bank's hierarchy and who was personally involved in one of the matters; and the appeal was to a sole Adjudicator, Mr. Dennis Cohen, to whom Mrs. Tugwell-Henry reported directly. This was untenable and in breach of any rule of fairness but particularly in breach of NCB's own disciplinary policy and Labour Code. **THIS ENTIRE PROCESS WAS MICROMANAGED TO KEEP IT**

WITHIN A SMALL, CONNECTED LINE OF SENIOR MANAGERS and to ensure that no independent body was ever involved.

TRIBUNAL'S RESPONSE

The Tribunal, having heard viva voce evidence and examined numerous documentary evidence, which were voluminous, is now faced with the task of making a determination in conclusion of this dispute. In doing so, the Tribunal must ask a number of relevant questions based on the evidence adduced.

The first question is, whether or not Peter Jennings was negligent in the execution of his duty. The Oxford Dictionary defines negligence as follows:

"Lack of proper care and attention."

In the book "Industrial Relations in South Africa" "4th Edition, by Sonia Bendix", Chapter 10 which deals with "Discipline, Dismissal and Residual Unfair Labour Practices", gross negligence is explained in the following way:

"Gross negligence – the negligence must have had severe consequences and it must be proved that these consequences resulted from the wilful negligence of the employee. It is important to note that the extent of the damage is not a measure of the degree of negligence. An employee may have been merely remiss, although he may have caused a great deal of damage. This does not constitute gross negligence. On the other hand, another employee who deliberately neglected his duty will be guilty of gross negligence, even, if the damage was not extensive."

As Peter Jennings told his employers at the hearing:

"When I say this, I am not trying to place or cast blame or any kind of responsibility from myself and putting it to the Officers. I am not doing that. All I am saying it is a little much to ask that as the Manager of the Branch I should in every detail go through and do

verification of the job letter. Ultimately, I suppose I have to take responsibility as the Branch Manager. I should have maybe ensured that they were consistently doing it.

He also said:

"I would have thought the checks would had been done. I know that maybe [the Officers] would not have done all these checks possible because the referral was from me – which is wrong."

While there is clear evidence that less than adequate due diligence was applied in each of the questionable loans there is no evidence that this was a deliberate act on the part of anyone. On the other hand the evidence was that the Branch was short staffed and tried to utilise its available human resource in the best manner, to offer quality customer service and at the same time achieve, maintain and surpass the established branch targets.

The Bank has not in any way implied or shown where any of the staff, including Mr. Jennings committed fraud or benefited from the proceeds of the questionable loans. On the other hand, it was the direct testimony of Mr. Richard Hines, the Bank's investigating officer, that Mr. Jennings was not charged for any fraud, but it was his finding that "a group of scammers" appeared to have infiltrated the Bank.

The Tribunal does not support the contention that the Branch Manager of a large Branch is expected to peruse every detail of a loan application, although as he has admitted, the buck ultimately stops with him. On the other hand, were he to so act, that would be inconsistent with the Bank's credit risk policy which stipulates as follows:

" for purposes of checks and balances, there will always be a clear separation of responsibilities , thus the person approving a credit facility cannot be the same person checking the documentation or the security and cannot be the same person approving the service request or the disbursement."

The second question for the Tribunal to address is the matter of procedural fairness on the part of the Bank in its conduct with Mr. Jennings.

Dismissal cases of this nature are replete with the emphasis by the Courts that the employer is obliged to be guided by the rules of natural justice and this requirement is supplied by section 22 1(a)(b)(c) & (d) of the Labour Relations Code pages 26 & 27.

In the interests of clarity, the often quoted rules of natural justice recognised by the Court are set out herein and are as follows:

- (1) Audi Alteram Partem – The accused has a right to be heard.
- (2) A man should not be a judge in his own cause; and
- (3) A person accused or charged should know what case he has to meet.

1. In the case of (1) above, the requirement is that the person accused should be heard in defence of any accusations being made against him and this requires that such accused be allowed to have a representative of his own choice which in the instant case, should have been his attorney-at-law.

In the case of (2) above, the procedure should show impartiality and be presided over and/or managed by persons who will be fair and objective, and certainly not a part of the institution which is making the accusation or bringing the charges against the accused.

In the case of (3) above, this requires that the person called upon to answer charges, should be informed of such charges well in advance, so as to allow him time to understand the charges and to seek legal representation or assistance where he feels this is necessary or helpful in determining the charges brought against him. It is of interest to note that none of the above requirements was followed as can be seen from the following example:

Mr. Jennings was given less than 18 hours notice (at 6:00p.m. on the 5th November) to attend the hearing of the charges against him the following morning (10:30 a.m. on the 6th November).

2. His only choice of a representative was from someone in the employment of NCB.

3. At the hearing of the appeal he was denied the right to have the attorney who had accompanied him, represent him before the appellate body.

The Tribunal has difficulty in accepting, that while unionised workers in the bank are allowed legal representation, in the instant case, a senior member of the managerial group, not being a member of a union, faced with complex charges which led to his dismissal, was denied the right to legal representation for the stated reason that the Banking Act did not allow representation by attorneys outside of the Bank.

A close examination of the description of the proceeding which unfolded before the Tribunal in the presentation of NCB's case, demonstrates that there was serious disregard and inherent breaches of the principles and procedures set out above.

It must also be pointed out that the Tribunal finds not one iota of evidence to support the allegations of unethical/unprofessional conduct or dishonesty on the part of Peter Jennings.

Having considered the above matters the Tribunal has no difficulty in coming to the conclusion that Mr. Jennings' contract was improperly terminated and accordingly cannot be justified. Consequently, taking into consideration all the circumstances including Peter Jennings' thirty-three (33) years of outstanding and unblemished service to the Bank, the following award is made.

AWARD:

The termination of Peter Jennings' employment is unjustified and accordingly, consistent with section 12(5)(c)(iii) of the Labour Relations and Industrial Disputes Act 1975, the Tribunal makes the following award:

- (i) That Peter Jennings be reinstated in his employment on or before May 26, 2015, with payment of full emoluments from the date of termination to date of reinstatement
- or
- (ii) On failure to comply with (i) above, that Peter Jennings be compensated in the amount equivalent to 220 weeks total emoluments at the current rate, in full and final settlement for his unjustified dismissal.

DATED THIS 28TH DAY OF APRIL 2015



Mr. Norman Wright, Q.C.
Chairman

Mr. Rion Hall, J.P.
Member

Witness

Nicola Smith Marriott (Mrs.)
Secretary to the Division

D. Trevor McNish
Member