

**COUNCIL OF LEGAL EDUCATION  
NORMAN MANLEY LAW SCHOOL**

**ADVOCACY PROGRAMME**

**YEAR II**

**CRIMINAL BRIEF**

**R. v. JANE SULTRY**

**NORMAN DAVIS**

**IN THE RESIDENT MAGISTRATE'S COURT FOR THE CORPORATE AREA,  
PRELIMINARY EXAMINATION HOLDEN AT HALF-WAY-TREE ON THE 16<sup>TH</sup>  
DAY OF AUGUST 2009, BEFORE HER HONOUR MISS J. M. MILLER  
RESIDENT MAGISTRATE FOR THE SAID PARISH**

Inf. No. 2468/09

REGINA

FOR

Vs

EXTORTION

JANE SULTRY

CONTRARY TO SECTION 42(A) OF THE  
LARCENY ACT.

Ms. V. Davidson for Accused

Mr. M. Clarke for Crown

AND THIS DEPONENT: PETER NAIVE

On his oath saith as follows: I am a 30-year-old business consultant and resident of the USA. My area of expertise is the telecommunications field.

I was hired by "Spectacular Cellular Inc.", to oversee and conduct its start up marketing campaign for a branch it was establishing in Jamaica. It was a lucrative contract because the cellular industry in Jamaica is a multimillion dollar industry. My contract had a morality clause because of the high profile I would assume. Under this clause I was subject to termination for any conduct in Jamaica which would bring Spectacular Cellular in disrepute.

I arrived in Jamaica in December to start work under the contract on January 1, 2008. It was a 2-year contract. I stayed at the "Glamour and Glitz" hotel in New Kingston. I intended to stay there until the scheduled arrival of my wife on June 1, 2008. She was to stay with me from then to the expiry of the contract.

On April 4, 2008, I arrived at the hotel at about 10:00 p.m after a long day at work. I went straight to the "Get Loose" club on the hotel to have a drink before turning in. While having a drink a smartly dressed attractive young lady who I

now known as Jane Sultry came over to my table accompanied by her friend. She offered me a drink because she said I looked "stressed". I was flattered by this attention and we began conversing. I was comfortable in her company. Her friend left eventually and I agreed to take her home, when she was ready.

At about 12 midnight she indicated she was ready and I told her I would go to my room to freshen up and return. She said she would accompany me because the club was almost empty at that time. While in my room freshening up, brushing my teeth and washing my face, she began making sexual advances. I explained to her that although I found her attractive I had a wife and an important business position and an affair would cost me both. I told her about my contract. I told her that my wife was arriving in June. I told her we could, however, be friends. I was diplomatic and she seemed to understand because we resolved to be friends. I dropped her home.

On April 30, 2008 she telephoned me on my straight line at work in distress. She said she had been on a shopping binge in Miami and needed an advance urgently for her rent which was due the next day. She asked for an uncrossed cheque to save me going for cash on short notice and promised to pay me back at month end. I was sympathetic and left the cheque at the hotel counter for her to collect.

On May 1, 2008 the accused called me again and her tone was serious. She said she had picked up, negotiated and copied the cheque and that I could not deny any association with her. She threatened to tell my wife and employer that I had raped her in my hotel room unless I paid her US\$20,000.00 in cash. I agreed to do so to silence her. I delivered this at her home.

I thought that the extortion was over, but on May 15, 2008 she again called me and demanded a further US\$30,000.00 in cash before the arrival of my wife. At this point I felt that the extortion would continue and so I decided to tell my wife

on her arrival. On her arrival on June 1, I explained the situation and we decided that I should report the matter to the New Kingston police station on the next day. We also decided that she should return to the U.S.A to save her from the possible scandal and we would work on the marriage to get over this. The next day I reported the matter to the New Kingston Police Station. I handed over the cheque to them. By this time it had been negotiated and returned to me with my bank statements. Witness shown cheque. This is the cheque being shown to me. Cheque admitted as Exhibit I.

### **Cross Examination Ms. V. Davidson**

At no time did the accused make me aware that in addition to her clothing boutique she was a professional escort who provided her services to rich foreign businessmen exclusively. It is not true that I slept with her at her apartment the night I met her and paid her US\$1,000.00. It is not true that I paid her an additional US\$19,000.00 to provide her services twice a month for the remaining 19 months of my contract. It is not true that I paid her this money to "seal and conceal the deal" before my wife arrived. I disagree that it was I who introduced myself to the accused that night and was "all over her". No it is not true that I called the accused on June 1 and told her my wife had found out and confronted me with the cheque and that I wished her to change her phone numbers, in case my wife tried to phone her. Witness shown business card with note on it. Yes, I did give the accused this hand written note on my business card saying "It was good being with you, call me on my straight line - 3233234". I did not mean that sexually. I was referring to our friendly interaction in the "Get Loose" Club when we met there. I gave her the card there and then. Business card with note thereon admitted as Exhibit 2. It is not true that I called the accused and told her that my wife had discovered the cheque and threatened to leave me. It is not true I told her I gave my wife a "story" about our association.

### **No Re-examination**

Signed: Peter Naive  
16.08.09

Signed J. M. Miller  
Resident Magistrate  
St. Andrew

16.08.09

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THE LARCENY ACT.

AND THIS DEPONENT: JOHN RANDY: On his oath saith as follows - I am a 22 year old part time gym instructor at the Slim Gym. I board on campus at Island University where I am a student.

I know Jane Sultry. She was my girlfriend up until May last year.

In mid May last year I was at her home in the kitchen in the day at about 1:00 p.m when I heard her in her bedroom on the phone. She asked the person on the phone to transfer her to a Peter Naïve. I became curious because of her serious tone. I picked up an extension just in time to hear her say to a gentleman on the other line "Mr. Naïve, take me seriously or I will carry out my threat".

I confronted her about the telephone conversation because it concerned me. I asked her who she was speaking to and she said just another man I have "wrapped around my finger" and brushed me off. We quarreled. She told me never to listen in on her conversations again and that if I didn't like the nature of her business I could end the relationship.

I ended the relationship after this quarrel. After I became aware of the case against her because of a report in the papers I reflected on the telephone conversation that day. I then decided to report the matter to the police.

### **Cross Examination Ms V. Davidson**

I was aware of Miss Sultry's escort services. It did cause frequent problems in our relationship. I did want her to settle down with me and stop her escort service. Yes it is true that she assisted me financially with my rent and tuition fees as a student pursuing a Hotel Management Degree. It is not true that it was she who ended the relationship because of constant complaints on my part about her escort career. I ended the relationship. It is true that I overheard the telephone conversation I mentioned. It is true that my statement to the police is dated July 6, 2008 and that it is on that date that I reported the matter to the police. Yes I agree that the report of the case in the paper was long before that but I delayed because it was a difficult decision to give a statement against my former girlfriend who I still love. I know Sandra Holt. She is my former girlfriend's friend. I deny that I visited her after the breakup to pour my heart out. I deny that I told her Jane will one day pay for this. I will see to that.

### **No Re-examination**

Signed: John Randy  
16/08/09

Signed J. M Miller  
Resident Magistrate  
Corporate Area  
16/08/09





told me she had left the island earlier on the first flight. I showed Miss Sultry the cheque, Exhibit I. She said that he, John Naïve and herself became friends and the cheque was an advance for her escort services. It was at the police station that she mentioned that she was a professional escort. I did not investigate this. Yes she did hand me a business card that she said Mr. Naïve gave her and bearing his name and these words "It was good being with you; call me on my straight line 3233234".

**No Re-Examination**

Signed: Sgt. David Moss  
16/08/09

Signed J. M Miller  
Resident Magistrate  
Corporate Area  
16/08/09

## **STATEMENT OF JANE SULTRY**

### **Jane Sultry States:**

My name is Jane Sultry. I am 28 years old and I live at Uptown Apartments, Beverley Heights, St. Andrew. I operate a clothing boutique, called "Red Hot" boutique. I also provide high priced escort services to a very small and select clientele of foreign businessmen on assignment in Jamaica.

On April 4, 2008 my girlfriend I went to "Get Loose" club at the "Glitz and Glamour" hotel in New Kingston for drinks. My girlfriend drove. My girlfriend's name is Sandra Holt.

It was there that I met Peter Naïve. I noticed him staring in my direction. He came over to our table and offered drinks. We accepted. He offered to take me home when my girlfriend indicated she was leaving. He invited me to his room and I accompanied him there.

While in the room Peter started making sexual advances to me. I told him that I am a professional escort with a clientele of businessmen like him. He said he suspected so and we discussed the price of my services. He said he loved his wife, and she would join him in June. However, he said he was not happy with his sex life and he wished to see me at least twice a month. I told him that he could see me at my apartment twice monthly for US\$1,000.00 each month for the rest of his two-year contract. That night when he dropped me home at my apartment we had sex there and he paid me US\$1,000.00 in cash. He said he would put together the entire sum in mid May before his wife arrived. He said he preferred to pay me everything before his wife arrived so that the issue of payment would not arise again for him to concern himself.

I went to Miami on the next weekend and spent way beyond my budget on clothes. I telephoned Peter on April 30, 2008 to request US\$1,000.00 ahead of the lump sum payment in mid May so that I could pay my rent. He said he did not have that cash on short notice and he could not go to the bank the next day because of a tight schedule. I said that he could pay me by cheque this once because of the urgency and leave it at the hotel counter in an envelope. I collected the uncrossed cheque payable to me and cashed it.

In mid May, Peter came to my apartment one night and gave me US\$19,000.00 in cash. We again slept together. At no time did he pay me any other money nor did I demand any. At no time did I make any calls to Peter other than the call for the cheque. Peter had given me a business card with his straight line at work. He had written a note on it saying "It was good being with you, call me on my straight-line 323 3234". This was after we slept together for the first time at the apartment and it was in reference to this. It was not given to me at the "Get Loose" club. Whenever I called Peter I called him on his straight line.

On June 1, 2008 Peter telephoned me from work. He said that his wife had discovered the cheque in his wallet while looking for their joint credit card. She confronted him with it and threatened to leave him. He told me he gave her a story which she did not accept and said she was returning to the U.S.A. He was distressed that she may leave him. He asked me to change my unlisted home number just in case she tried to contact me. He was afraid of the relationship being discovered.

John Randy is my former boyfriend. I ended the relationship because I was tired of his complaining about my professional escort service. Furthermore he was wasting the financial assistance I was giving him at university because he was not studying and his grades were poor. I deny that he heard the conversation he alleges. I would not call Peter, Mr. Naïve in a private telephone conversation.

When the police came for me I was shocked but I kept my composure. The policeman had obviously prejudged the case and was trying to impress Peter. He would not listen to me. I was handing him Peter's business card with the note on it to explain our relationship but he would not even listen to me before we reached the police station. This is the reason why I said at the police station, "This is a set up and the truth will come out".

Signed: Jane Sultry

## **Sandra Holt States**

I am 26 years old and unemployed. I live at 45 Mint View Road, Kingston 6.

I have known Jane Sultry for over 3 years. We are good friends. I am in the same line of business that she is, that is a professional escort service with a limited but wealthy clientele.

On April 4, 2008, I went with my girlfriend, Jane Sultry to the "Get Loose" Club at "Glitz and Glamour" hotel in New Kingston. We went for drinks.

While having drinks we noticed Peter Naïve, who we did not know before, sitting by himself. He was looking at us suggestively and seemed relaxed and ready to find the right woman for a good time. He sent drinks for us through the bartender and invited us to join him at his table. I remember as we approached the table I saw him slip off his wedding ring.

Peter was clearly all over Jane. He kept asking her questions about herself to the point where I felt entirely left out of the conversation. I went on the dance floor on a few occasions to give them their space. Eventually I decided to go home. When I told Jane that I was leaving Peter offered to take Jane home.

It was Peter not Jane who was making advances that night.

I know John Randy. He is Jane's former boyfriend. I remember sometime in May after the breakup that he came to my house to pour his heart out. He said, "One day Jane will pay for this. I will see to that". I urged him to move on with his life.

Signed: Sandra Holt