

CGF POINT OF LAW

E-NEWSLETTER OF CLARKE GITTENS FARMER, ATTORNEYS-AT-LAW

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ABOUT



Clarke Gittens Farmer is one of the principal law firms in Barbados. The firm is a commercial law firm, providing legal services for both domestic and international corporate and private clients. The firm strives to provide high quality work in banking, corporate, commercial, business law and commercial litigation. The firm also advises clients on the purchase and sale of residential and commercial property in Barbados and maintains a significant trademark and patent registration practice.

INTRODUCTION

In this issue we feature articles from the firm's Commercial, Property and Corporate Departments.

Our first article focuses on letters of credit, which are legal instruments that carry out important functions in trade. This article gives an introduction to the topic by explaining the different types of letters of credit and their uses.

Globally, there is growing concern over issues of financial transparency and informational privacy. This leads to the question "to what extent is one required to keep information confidential?" In our second article, we look at this question in the context of banking law by discussing the scope and purpose of the banker's implied duty of confidentiality.

Our third article focuses on corporate law. All too often we find that after companies have been incorporated, directors and shareholders fail to follow the proper post-incorporation procedures stipulated by our companies legislation. This final article outlines the matters to be attended to after a company has been incorporated and the consequences of failing to attend to those matters.

We hope you find this issue both informative and enjoyable.

• The e-Newsletter Committee



Mrs. Nicola A. Berry

✦ Letters of Credit: An Introduction ✦

By Mrs. Nicola A. Berry, Partner

Introduction

A letter of credit is generally an instrument issued by the bank on behalf of a customer ("**Applicant**") which gives a third party ("**Beneficiary**") the right to receive a sum of money upon the presentation of stipulated documents or upon the satisfaction of specified conditions. Letters of credit are often used in financing transactions, either as a form of collateral or issued by a bank in connection with an acquisition or another transaction being financed.

Types of Letters of Credit

There are generally two types of letters of credit, namely:

- (a) **Documentary (or commercial) letters of credit ("DLOCs")** which can only be honoured upon presentment of certain documents, including invoices, receipts and deeds of title; and
- (b) **Standby (or clean) letters of credit ("SLOCs")** which can only be honoured by an issuing bank upon the default of the Applicant in its underlying contract with the Beneficiary.

The DLOC is utilized in international trade transactions as the primary means of making payments, such as the payment of goods shipped overseas. It customarily requires the Beneficiary to present documentary evidence of compliance with the Applicant's delivery instructions as a condition to payment. Therefore, it is common to find that payment of a DLOC is conditioned upon the Beneficiary delivering to the issuing¹ or negotiating² bank bills of lading, insurance certificates, commercial invoices and similar documents.

The SLOC has emerged in recent times and has become a popular instrument in commerce. Unlike a DLOC, SLOCs are not used to finance the shipments of merchandise and therefore shipping or other similar commercial documents are not required to be presented by the Beneficiary in order to realize

payment. An SLOC is used to finance or accomplish a variety of credit transactions. It is commonly utilized in transactions where one party, the Applicant, has undertaken an obligation in favour of a second party, the Beneficiary, and the second party requires security in the form of an SLOC issued by the issuing bank (the Applicant's bank) in the event the Applicant fails to perform its obligations.

There are two basic types of SLOCs: the *Guarantee* type SLOC and the *Payment* type SLOC.

- (a) The guarantee type of SLOC is issued by the bank to protect the Beneficiary from the credit risk which the Applicant poses and serves as essentially a guarantee of performance by the financial institution of its customer's obligations under a designated contract. While the financial institution must be prepared to pay the Beneficiary the amount described in the SLOC if the Beneficiary's request for payment conforms to the conditions specified in the SLOC, the SLOC serves as a guarantee of performance and most often no payment is expected to be made by the financial institution.
- (b) The payment type of SLOC is one under which, like the DLOC, the financial institution expects to make a payment and therefore it is essentially a payment mechanism.



¹ The Applicant's bank which issues the letter of credit.

² The Beneficiary's bank which makes a payment under the letter of credit.

✿ Letters of Credit: An Introduction Cont'd ... ✿

By Mrs. Nicola A. Berry, Partner

Irrevocable vs. Revocable

A letter of credit may be either revocable or irrevocable. A revocable letter of credit may be cancelled or amended by the issuing bank at any time and without prior notice to the Beneficiary. The issuing bank should provide notice of the amendment or cancellation to the paying or negotiating bank as the issuing bank must reimburse any other branch or bank which has paid, accepted or negotiated the letter of credit in accordance with its terms and conditions prior to receipt by such branch or bank of notice of amendment or cancellation.

An irrevocable letter of credit provides a definite undertaking of the issuing bank to pay, accept or negotiate drafts without recourse, provided there is compliance with the conditions of credit, and may not be revoked or cancelled by the issuing bank. It stays in effect until its expiration date. The irrevocable letter of credit cannot be amended or cancelled without the consent of the issuing bank and the Beneficiary to the credit transaction.

Other Principles

A letter of credit may be transferable or revolving. A transferable letter of credit is a letter of credit under which the Beneficiary has the right to request the bank called upon to effect payment or acceptance to make the credit available in whole or in part to one or more other parties (second beneficiaries). A revolving letter of credit permits repeated demands for payment by the Beneficiary of credit up to a maximum amount. When reimbursement by the Applicant is made for the demands, the amount of the credit available to the Beneficiary returns to the maximum amount without the necessity of reissuing a new letter of credit.

Letters of credit have become an essential tool in the facilitation of the sale of goods and the provision of credit enhancement for all kinds of contractual obligations. They can sometimes be complex, however it is important to ensure that the requirements for negotiation or presentation are always satisfied. ✿





Miss Nicole S. McKetney

✦ Can You Keep A Secret? The Scope of the Implied Banker's Duty of Confidentiality ✦

By Miss Nicole S. McKetney, Associate

Introduction

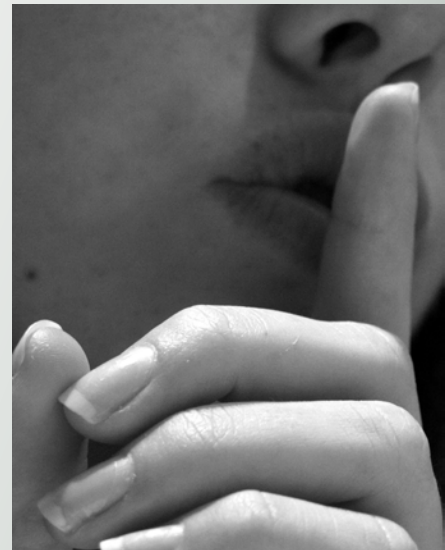
Against the backdrop of increasing global emphasis on transparency in financial affairs mainly evidenced by the expansion in scope of anti-money laundering and counter-terrorism financing legislation, one may ask when is a banker required to keep client information confidential? This article, which is the first in a series, gives an overview of the scope of the implied banker's duty of confidentiality.

What is the Banker's Duty of Confidentiality?

A banker owes a duty to his customer not to disclose to a third party any information derived from the customer, the customer's account or obtained from other sources "in the character of banker" i.e. arising out of the banker-customer relationship. *Tournier v National Provincial and Union Bank of England [1924] 1 KB 461*, the leading case on the banker's duty of confidentiality, shows how the duty was breached where information was obtained from other sources. In that case, a banker disclosed to his customer's employer that the customer's account was overdrawn and that the customer had been making payments to bookmakers. The employer then refused to renew the customer's employment contract. When the customer sued for damages, the English Court of Appeal held that there was implied in the banker-customer contract a duty of confidentiality. It held that the duty covered information obtained by the banker through inquiries of a third party's bank during the banker's investigation as to why cheques made in favour of the customer were being deposited on an account at the third party's bank. In the circumstances, this information was considered to have been acquired "in the character of banker".

The duty arises when the banker-customer relationship commences, typically on the opening of an account. The information covered by the duty includes the state of the account, information concerning transactions going through the account and securities given for the account.¹ Information obtained from the

account remains subject to the duty even if the customer's account is overdrawn, after it has been closed or ceases to be active. The duty does not cover information obtained from other sources "in the character of banker" that is acquired after the banker-customer relationship comes to an end. As the duty is an implied term, it can be varied by express agreement between the parties. For instance, banks typically include clauses in the standard form documents customers sign when opening accounts, which allow the bank to make certain disclosures.



Who is a Third Party?

The effect of the duty is that it prohibits disclosure of customer information by one legal entity to another even if those entities are in the same banking group. Therefore, an argument in *Bank of Tokyo Ltd v Karoon [1987] A.C. 45* that in substance the parent company and subsidiary were the same was rejected because they were separate legal entities. The duty of confidentiality owed by one entity to its customer would be breached by the sharing of information with the other entity.

¹ *Tournier v National Provincial and Union Bank of England [1924] 1 KB 461*.

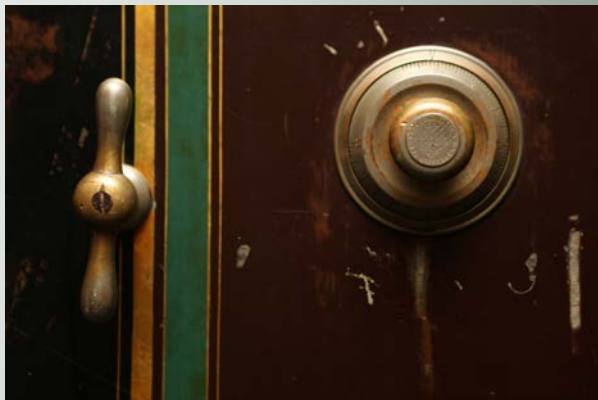
✦ Can You Keep A Secret? The Scope of the Implied Banker's Duty of Confidentiality Cont'd... ✦

By Miss Nicole S. McKetney, Associate



What Role Does the Duty Play?

The duty is considered to be a fundamental part of the banker-customer relationship. It affords customers comfort in knowing that they can share information, which cannot then be divulged to third parties by their bankers.² The duty guards against third parties being able to obtain this information to inflict reputational damage on the customer and obtain trade secrets.³ It allows the bank to gather relevant detailed information in order to provide better service to its customers.⁴ As a result of this important role, it is widely thought that confidence in banking institutions would be eroded if the duty was not consistently upheld.⁵



Is the Duty Absolute?

Notwithstanding the duty's importance, it is subject to qualifications. Customer information can be disclosed where the law so compels, where there is a duty to the public to disclose, where disclosure is required in the bank's own interest, or where the customer's express or implied consent to the disclosure is given. The scope and rationale behind each of these qualifications will be discussed in future issues.



What are the Consequences of Breaching the Duty?

Where a breach is anticipated, a customer may seek an injunction restraining disclosure. Where the breach has already occurred, a customer can seek damages or an injunction to restrain further use of the confidential information. ✦

² E.P. Ellinger, E. Lomnicka and C.V.M. Hare, *Ellinger's Modern Banking Law* (5th edn OUP 2011) 171.

³ *X AG v A Bank* [1983] 2 All ER 464 (QB) 471-472.

⁴ Ellinger, Lomnicka and Hare (n2) 171.

⁵ Ross Cranston, *Principles of Banking Law* (OUP 2002) 170.



Miss Gillian M. H. Clarke

✿ The Company Has Been Incorporated... What Next? ✿

By Miss Gillian M. H. Clarke, Partner and
Miss Joanna M. Austin, Associate



Miss Joanna M. Austin

Introduction

Following the issue of a certificate of incorporation of a company under the Companies Act, Cap. 308 of the laws of Barbados (the "**Act**"), incorporators and directors sometimes fail to complete the statutory requirements relating to the company's organisation. The Companies Regulations, 1984 (the "**Regulations**") were recently amended to include the prescribed Annual Return Form 35 (the "**Annual Return**"), which must be filed by domestic entities¹. The introduction of the Annual Return reinforces the need for companies to comply with the several statutory requirements in the Act, which are often overlooked or ignored.

This article is part 1 of a two part series which sets out the requirements prescribed by the Act and relating to the period immediately after incorporation of a company.

The Organisational Meeting of the Directors ("OMD")

A company must have a meeting of the directors and within 18 months of the date of its incorporation, an annual meeting of the shareholders. It is recommended that the first meeting of shareholders be held immediately after the first meeting of directors, and that both meetings be held shortly after incorporation.

The first meetings of the directors and shareholders are commonly referred to as organisational meetings, or where the resolutions passed are by way of resolutions in writing in lieu of meetings, organisational proceedings. Resolutions in writing in lieu of meetings must be signed by all of the directors or all of the shareholders (as the case may be), entitled to vote at any meeting, in order to be valid.

Section 62(1) of the Act provides that after the issue of a certificate of incorporation of a company, a meeting of the directors of the company must be held at which the directors may:

- (a) make by-laws;
- (b) adopt forms of share certificates and corporate records;
- (c) authorise the issue of shares;
- (d) appoint officers;
- (e) appoint an auditor to hold office until the first annual meeting of shareholders;
- (f) make banking arrangements; and
- (g) transact any other business.

Section 62(2) provides that an incorporator or a director may call the meeting of directors referred to in subsection (1) by giving by post not less than 5 days' notice of the meeting to each director and stating in the notice the time and place of the meeting.

• By-Laws

The by-laws are first made by the directors at the OMD. The by-laws set out the internal governing rules of the company and include rules on meetings, appointment of officers etc. Most companies adopt the model form of by-law set out in regulation 38 of the Regulations, which can be amended (subject to the provisions of the Act) to conform to a company's requirements.

It is important to note that the directors of a company must submit the by-law to the shareholders of the company at the next meeting of shareholders. This meeting is usually the organisational meeting of the shareholders. The by-laws may be confirmed, amended or rejected by the shareholders by ordinary resolution.

¹ Companies incorporated or continued in Barbados which are not licensed under the Exempt Insurance Act, Cap. 308A, the International Business Companies Act, Cap. 77 and as international societies under the Societies with Restricted Liability Act, Cap. 318B.

✦ The Company Has Been Incorporated... What Next? Cont'd... ✦

By Miss Gillian M. H. Clarke, Partner and
Miss Joanna M. Austin, Associate

The Act provides that a by-law is effective from the date of the resolution of the directors making the by-law until it is confirmed, amended or rejected by the shareholders, and if confirmed or amended, continues in effect in the form in which it is confirmed or amended. When a by-law is **not** submitted to the shareholders at the **next** meeting of shareholders after the organisational meeting of directors, or if it is rejected by the shareholders, the by-law ceases to be effective. It is very important that the confirmation of the by-law be included on the agenda of the **first** meeting of shareholders after incorporation, or included among the very first resolutions in writing in lieu of a meeting, passed by the shareholders.

- **Adopt Forms of Share Certificates and Corporate Records**

The directors should also approve the form of share certificates which will ultimately be issued to the shareholders. The form of the share register and any other directors or charges registers should also be approved.

A company must have a common seal with its name engraved in legible characters. The common seal is usually obtained prior to the OMD and is affixed to the documented minutes of the OMD and the form of common seal approved.

- **Issue of Shares²**

Together with the enactment of the by-laws, the issue of shares is also an important matter to be addressed at the OMD. The directors must consider any subscription for shares by the proposed shareholders, and determine the price at which the shares will be issued. It is to be noted that shares in a company are without nominal or par value.

The shares can only be issued after the company has received the money or property or past service that is the fair equivalent of a money consideration, from a shareholder. After the company receives the approved

consideration, a share certificate can then be issued and delivered to the shareholder and the name of the shareholder entered in the share register.

- **Appointment of Officers**

Subject to the articles, by-laws or any unanimous shareholders agreement the directors may designate the officers of the company and appoint as officers persons of full capacity, specify their duties and delegate to them powers to manage the business and affairs of the company. It is to be noted that there are certain powers, referred to in section 80 of the Act, which the directors cannot delegate.³

A director may generally be appointed to any office of the company, and an officer may hold multiple offices. The model form of by-law at regulation 38 provides that none of the officers except the Chairman, the Deputy Chairman, the Managing Director, the President and Vice-President need be a director.

² The prior written permission of the Exchange Control Authority of the Central Bank of Barbados is required for the issue of shares in a domestic company to a non-resident shareholder (except where exempted).

³ Section 80(1) of the Act states "Directors of a company may appoint from their number a managing director or a committee of directors and delegate to the managing director or committee any of the powers of the directors.

(2) Notwithstanding subsection (1), no managing director and no committee of directors of a company may

- (a) submit to the shareholders any question or matter requiring the approval of the shareholders;
- (b) fill a vacancy among the directors or in the office of auditor;
- (c) issue shares except in the manner and on the terms authorised by the director;
- (d) declare dividends;
- (e) purchase, redeem or otherwise acquire shares issued by the company;
- (f) pay a commission referred to in section 50;
- (g) approve a management proxy circular referred to in Division F;
- (h) approve any financial statements referred to in section 147; or
- (i) adopt, amend or repeal by-laws."

✿ The Company Has Been Incorporated... What Next? Cont'd... ✿

By Miss Gillian M. H. Clarke, Partner and
Miss Joanna M. Austin, Associate

The Managing Director must be a director of the company and only a director can call a meeting of the shareholders.

The directors may also appoint a secretary who will usually be responsible for maintaining the minute book of the company i.e. the corporate records of the company, which must be maintained at the company's registered office, pursuant to the Act.

Following a resolution approving the appointment of the secretary, a Notice of Secretary (in a form acceptable to the Registrar of Companies) must be signed by a director and filed in duplicate original at the Companies Registry within 30 days of the appointment. There is, however, no statutory requirement to appoint a secretary.

• Appointment of Auditor

The directors may appoint an auditor whose appointment remains valid until the first annual meeting of shareholders ("**Annual Meeting**") is held. Section 155 of the Act provides that subject to section 156, the shareholders of a company must, by ordinary resolution, at the first annual meeting of shareholders and at each succeeding annual meeting appoint an auditor to hold office until the close of the next annual meeting.



Essentially, the requirement to appoint an auditor is based on whether the company has met the requirement or threshold outlined at section 152 of the Act, which provides that if a company that is either a public company *or* the gross revenue of which, as shown in the most recent financial statements referred to in section 147, **exceeds BDS\$2,000,000.00⁴** or the assets of which, as shown in those financial statements, **exceed BDS\$2,000,000.00** for any period from January 1, 2011 to December 31, 2013, or **BDS\$4,000,000.00** in any year thereafter, that company shall send the documents referred to in section 147 to the shareholders not less than 21 days before each annual meeting.

Section 147 of the Act provides that the directors must place before the shareholders at every annual meeting of shareholders of the company:

- (a) comparative financial statements, as prescribed, relating separately to:
 - i) the period that began on the date the company came into existence and ended not more than 12 months after that date, or, if the company has completed a financial year, the period that began immediately after the end of the last period for which financial statements were prepared and ended not more than 12 months after the beginning of the period, and
 - ii) the immediately preceding financial year;
- (b) the report of the auditor, if any; and
- (c) any further information respecting the financial position of the company and results of its operations required by the articles of the company, its by-laws, or any unanimous shareholder agreement.

⁴ This threshold was raised from BDS\$1,000,000.00 with effect from 2011. For years prior to 2011, an audit of the financial statements is required where the company's gross revenue or assets exceeded BDS\$1,000,000.00.

✿The Company Has Been Incorporated... What Next? Cont'd... ✿

By Miss Gillian M. H. Clarke, Partner and
Miss Joanna M. Austin, Associate

Section 150(2) provides that a company shall not issue, publish or circulate copies of the financial statements referred to in section 147 unless the financial statements are:

- (a) approved and signed in accordance with subsection 150(1); and
- (b) accompanied by a report of the auditor of the company, if any.

The auditor must be a member of the Institute of Chartered Accountants of Barbados (the "**Institute**") and hold a current practicing certificate issued by the Institute.

It is standard practice for the auditor to be appointed at the first meeting of shareholders, though if the company has not yet commenced trading or has no material assets and it is anticipated that the threshold prescribed in the Act will not be met for that financial year, the shareholders may resolve, for that financial year only, not to appoint an auditor as permitted by section 156(1).

The company's accountant may not also fulfil the role of auditor.

• **Banking Matters**

A resolution approving the opening of a bank account should also be passed. Most banks usually require companies to complete a certification with respect to the bank's form of "resolution", which forms part of the application for the account. The form of "resolution" used by the bank must be distinguished from the company's own resolutions. The directors should have the bank mandates, including the bank's form of 'resolution' available and tabled at the first meeting of directors and should expressly pass the several resolutions required by the bank, thereby enabling a director to complete the certification on the bank mandates which confirms that the resolutions were passed at a meeting of directors held on a particular date.

Names of the authorised signatories to the bank account and any limits imposed on the amounts to be authorised by any authorised signatory to the bank account should also be approved by the resolutions relating to the company's bank account.

• **Transaction of Any Other Business**

The directors may take the opportunity at the first meeting of directors to approve entry into any contracts or transactions relating to the company's business and operations.

The company's annual financial year end date is also approved at the OMD.

Part 2 of this article will address the matters for consideration at the Annual Meeting and other statutory corporate compliance requirements relating to a company during the course of its existence.

Specific requirements relating to any company should be confirmed by reference to the Act, or your legal service provider. ✿



✦ ATTORNEY PROFILE ✦

In this issue we profile Mrs. Nicola A. Berry, one of our partners in the Commercial Department.



Mrs. Nicola A. Berry

Nicola has been in practice since 2002 and is qualified to practice in both Barbados and Jamaica. She joined the firm in October 2008 and provides advice to local, regional and international clients on commercial law matters including financial regulation, corporate finance, securities, mergers and acquisitions, energy law, international trade and finance and international commercial arbitration.

Prior to joining the firm, Nicola practiced in the Litigation and International Law Divisions of the Jamaican Attorney General's Chambers where she represented the Government before the courts, such as the Supreme Court and the Court of Appeal, in matters including banking and commercial law and advised on

Caricom and trade law matters.

Nicola's commercial law practice is complemented by her Masters in International Business Law which she pursued as a British Chevening Scholar at University College London (UCL). Nicola has delivered papers to the Barbados Bar Association, the Caribbean Electric Utility Services Corporation and the UWI, Cave Hill Campus, Caribbean Commercial Law Workshop on topical commercial law issues and has written on banking and securities law, take-over bids, Canada Bilateral Investment Treaty, merger control, letters of credit and energy law.

Nicola is a member of the International Law Association (ILA) (Caribbean Branch) and serves on the ILA Headquarters Committee on International Securities Regulation. She is also an associate member of the Chartered Institute of Arbitrators and serves as a director on the Board for The Substance Abuse Foundation Inc., a Barbados registered charity, which operates the Verdun and Marina Houses treatment facilities for individuals suffering from substance abuse addiction or dependency. ✦

✦ CGF NEWS ✦

Workshops and Presentations

Mrs. Anya Harrison, Associate in the Property Department attended Stitt Feld Handy's Alternative Dispute Resolution Workshop, which was held at the Radisson Hotel Barbados from February 9 to 12, 2016.

On February 12, 2016 Miss Melanie Garrett-Bailey and Miss Nicole McKetney, Associates in the Property Department, delivered a presentation to members of the Barbados Estate Agents and Valuers Association on the topics 'Sales Process: Investigating Title, Transferring Title and Completing a Sale' and 'the Relationship between Attorney and the Sales Agent for the Purchaser or Vendor'.

As part of RBC Royal Bank (Barbados) Limited's mortgage seminar held this year on February 18, 2016 at the Hilton Barbados Resort, Mrs. Savitri St. John,

Partner in the Property Department, gave a presentation to members of the public on the legal process as it relates to mortgages.

Members of the firm's Property Department attended The Royal Institution of Chartered Surveyors (RICS) Barbados Continuing Professional Development (CPD) Seminar entitled 'Neighbours at War: Boundary Disputes and Neighbourly Problems' on February 23, 2016 at the Barbados Yacht Club. The featured speaker was Mr. David Powell FRICS, Chartered Surveyor and Boundary Demarcation Expert.

From March 10 to 11, 2016 Clarke Gittens Farmer hosted the 2016 Lex Mundi Caribbean Regional Management Roundtable, which was held at the Courtyard by Marriott Bridgetown, Barbados. This year's Roundtable focused on leadership.

✿ CGF NEWS Cont'd... ✿

Workshops and Presentations Cont'd...

Mr. Mark Beese, the President of Leadership for Lawyers LLC, conducted a two-day leadership workshop, in which attorneys-at-law from Clarke Gittens Farmer, other Lex Mundi member firms from across the region and local companies participated.

Members of the firm's Property Department attended a workshop on 'Updating the Physical Development Plan for Barbados' on April 19, 2016. The workshop was held by the Barbados Town Planning Society in collaboration with Urban Strategies Inc. at the Courtyard by Marriott Bridgetown, Barbados.

Mrs. Rosalind Smith Millar, Partner in the Property Department, is scheduled to deliver a paper on 'Demystifying the Legal Process of Mortgages' at the Real Estate Expo on April 30, 2016 at the Lloyd Erskine Sandiford Conference Centre.

Mooting Competition

This year the firm once again sponsored the Clarke Gittens Farmer Mooting Competition held at the Law Faculty of the University of the West Indies, Cave Hill Campus. The judging panel comprised Magistrates Wanda Blair and Douglas Frederick, Mr. Westmin James, Deputy Dean (Postgraduate and Research) of the Law Faculty of the University of the West Indies, Cave Hill Campus, Mr. Omari Drakes, Mrs. Olivia

Burnett and Miss Janet Taylor, Associates in the firm's Litigation, Commercial and Corporate Departments respectively and Miss Jaina Colucci, Mr. Dario Welch and Miss Ruth Henry, Associates in the firm's Property Department.

The finals of the competition took place on March 10th, 2016. The winning teams were Mr. Lloyd Robinson and Ms. Mequissa Baptiste (first year), Mr. Craig Tuckett and Mr. Israel Alpuche (second year) and Mr. Zachary Phillips and Mr. Kemar Roberts (final year).

External Appointments

The firm congratulates Mrs. Rosalind Smith Millar on her two recent appointments. Mrs. Smith Millar, who is also the head of the firm's Intellectual Property Department, has been appointed to the Trademark Offices Practice Committee of the International Trademark Association (INTA) for the biennium 2016-2017, and will attend the INTA Annual Meeting in Orlando, Florida, in May 2016. Mrs. Smith Millar has also been re-appointed as Deputy Chairman of the Community Legal Services Commission, the statutory body which administers government-funded legal aid in Barbados.

Staff Activities

The firm's Staff Committee organised an after work karaoke and lime, which was held on April 27, 2016 at the firm. A good time was had by all. ✿

✿ **CGF POINT OF LAW** published by Clarke Gittens Farmer is an e-Newsletter for clients, colleagues and friends of the firm. This e-Newsletter provides an overview of notable news and legal developments.

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Partners: **Managing Partner:** Mr. T. David Gittens, Q.C. **Partners:** Mr. Stephen W. Farmer, Q.C., Miss Gillian M. H. Clarke, Mr. Ramon O. Alleyne, Mrs. Savitri C. B. C. St. John, Ms. Debbie A. P. Fraser, Mrs. Rosalind K. Smith Millar, Mr. Kevin J. Boyce and Mrs. Nicola A. Berry.

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