

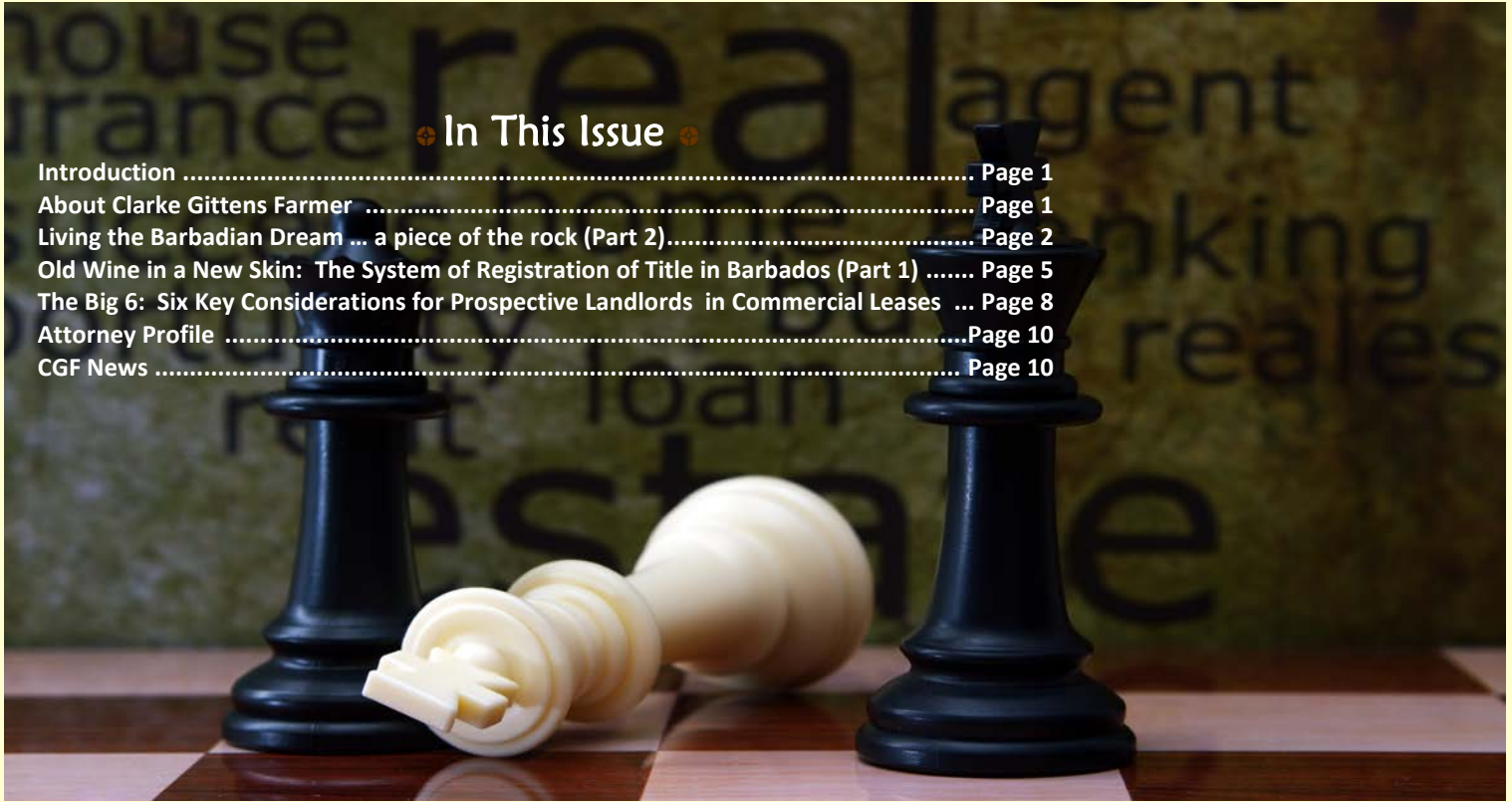
# ❖ CGF POINT OF LAW ❖

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 of our newsletter, we feature articles from the Property Department.

Our first article is the second part of a two part series, which examines some of the matters to be considered when selling, buying and mortgaging residential property in Barbados. This article examines the process of entering into the agreement for sale, exchange control requirements, insurance issues, factors applicable to townhouses, condominiums and building contracts along with key considerations to be taken into account when completing the transaction.

Our second article is the first of a two part series, which focuses on the registration of title system in Barbados. This article examines some of the provisions of the Land Registration Act, CAP. 229 ("LRA") and the Land (Adjudication of Rights and Interests) Act, CAP. 228A, and their practical application to registration of land in Barbados. It further outlines the steps to complete the registration process, classes of title that can be obtained through registration of the Registrar's powers under the LRA and the forms of documentation required.

Our third and final article examines the six key considerations for prospective landlords in commercial leases. Some of these considerations include an adequate description of the space to be rented, the term or duration of the lease, the permitted use for the leased premises and the amount of rent to be paid by the tenant.

We hope you enjoy this issue's offerings!

The e-Newsletter Committee ❖



Mrs. Rosalind K. Smith Millar

## ✦ Living the Barbadian Dream ... a piece of the rock (Part 2) ✦

By Mrs. Rosalind K. Smith Millar, Partner

*This is Part 2 of a two part series on some of the matters to be considered when selling, buying or mortgaging residential property in Barbados. Part 1 was published in our July 2015 issue, where we gave a basic overview of the legal processes and discussed the preliminary steps to be taken before committing to the agreement for sale and purchase.*

### **Agreement for Sale**

For the purchaser, the next step will be entering into the formal agreement to purchase the property and paying the deposit. The purchaser should not sign a formal agreement and pay a deposit without having a commitment for financing. If the purchaser commits to the transaction and doesn't get the financing, the purchaser may end up losing the deposit.

The vendor should not sign the agreement until the purchaser has signed and committed by paying his deposit.

With new property developments, the prospective purchaser may be asked to sign a reservation agreement and pay a nominal sum as a deposit. This may be refundable or not. This gives the developer time to seek out potential purchasers and gauge the level of interest, while tying up loose ends with the infrastructure and planning certificate, and to have the formal legal paperwork prepared.

The purchaser's Attorney-at-Law should give guidance on splitting the price, in case you are buying a property with contents, or in case the arrangement is to buy the land and have the vendor also construct the building. The price split has to be realistic. Look at the land tax valuation for guidance as to what is a reasonable cost for the real property.

**Purchasers and Borrowers:** before applying for a loan or signing the agreement, consider whether there are covenants or restrictions on how the land can be used, for example, is there a lower limit on the cost or type of construction? Can you live with these restrictions? Do they fit in with your plans for the property?

### **Exchange Control Issues**

If either party to a sale/purchase is non-resident, they will need the approval of the Exchange Control Authority of the Central Bank ("ECA") to transfer the property. If the purchaser is non-resident, all of the purchase money has to come in to Barbados. Foreign currency coming in for a property purchase has to be registered with the ECA before approval for the transfer will be given.

In addition, there are rules about permission to borrow foreign money, rules for non-residents to borrow money locally, and for non-residents to buy and sell land. Different rules also apply to (a) the borrowing of money and (b) the giving of security for the borrowed money. Your Attorney-at-Law will give guidance depending on your particular circumstances.

It is important to deal with exchange control issues as early as possible, preferably as soon as the agreement for sale has been signed.

### **Insurance Issues**

When buying an existing house, typically the property will be at the purchaser's risk from the date of agreement. The purchaser has an insurable, equitable interest in the property, and should find out whether the vendor's insurance is adequate (especially if a lender has stipulated the minimum insurance to be provided). The purchaser may either agree to pay a proportionate part of the premiums and have the policy assigned at completion, or may arrange for his own insurance policy. If the purchase is being financed by a mortgage loan, the policy should be assigned to the lender.

Most property insurance policies are "subject to average". This means that if you insure for 80% of the total value, any claims will be paid at the rate of 80% of the damage – the insurer assumes you have accepted 20% of the risk. Be aware of this and ensure that the cover is for the full replacement value.



## 🌴 Living the Barbadian Dream ... a piece of the rock (Part 2) Cont'd...🌴

By Mrs. Rosalind K. Smith Millar, Partner

### Townhouses and Condominiums

A townhouse is a part of a property that is vertically divided, so that each unit touches the ground, and some walls are shared. There may be shared or common areas and some shared expenses. There may also be a separate body (company) to manage the shared areas and services.

A condominium is a property that is horizontally and/or vertically divided so that some units may not be touching the ground, but each unit is a separate property with its own land tax bill even if it is not touching the earth. There is a body corporate made up of the unit owners, which is responsible for the common or shared parts of the property and for insurance. There is separate legislation for condominiums, and additional steps are required to set up a condominium. Condominiums also have special insurance provisions.

### Building Contracts

If you are entering into a building contract, it is strongly recommended that you have your building contract drafted or vetted by your Attorney-at-Law, for the protection of both the homeowner and the contractor. A quotation or an estimate is not the same as a building contract.

A good building contract will protect both parties. It will cover the usual things – parties, property, and price, and should address things like:

- Detailed specifications for materials to be used;
- Approved plans;
- Start and end dates for construction;
- Site inspections by property owner and lender;
- Stage payment schedule, retention of funds and grace periods – these should match the lender's proposed stages for disbursement of funds;
- Consequences for delay in paying stages, or

delay in doing the work;

- Builders' failure to proceed in a timely fashion and abandonment of the works;
- Making changes to the plans, and ownership of the plans after construction;
- Warranties for proper construction;
- Use of sub-contractors;
- Insurance of the works in progress;
- Snagging procedures (checking for defects after construction is completed);
- Termination clauses; and
- Dispute resolution.

### Completing the Transaction

**Good title** - Your Attorney-at-Law should confirm that the title to the property is "good and marketable". This means that it would be accepted by a prudent lender as good security – all original documents are in hand; there are no outstanding charges or encumbrances; if the lender had to recover its money by selling the property a future purchaser would not challenge the title. The title investigation is the most technical part of the transaction and requires an in-depth knowledge of several inter-related aspects of law.

**Final inspection** - The purchaser should re-visit the property before completing the purchase. The vendor should appoint a land surveyor to point out the boundary marks to the purchaser, confirm that there are no encroachments from the adjoining properties, and replace any missing marks.

**Party due diligence** - All corporate and personal due diligence should also have been completed to ensure that there are no outstanding liabilities that could result in statutory charges (charges on property imposed by law e.g. water, land tax, national insurance), and that all parties have been properly identified.

## • Living the Barbadian Dream ... a piece of the rock (Part 2) Cont'd... •

By Mrs. Rosalind K. Smith Millar, Partner

**Utilities** - Ensure that all utilities are connected, turned on and paid up. The vendor should provide evidence of this. The vendor or his Attorney-at-Law will provide letters to facilitate the transfer of services to the purchaser.

**The closing meeting** - It is not usual for the parties to attend the closing meeting. There may be four or five Attorneys-at-Law involved in a closing – one or more Attorneys-at-Law for the previous lender(s) being paid out, the vendor's Attorney-at-Law (one or more e.g. if a divorcing couple are selling and are separately represented), the purchaser's Attorney-at-Law and the Attorney-at-Law for the new lender funding the purchase. At the meeting, the previous lender will be paid off and will release the prior charges and hand over the original title documents; the vendor will deliver the conveyance or transfer documents for the property and letters to facilitate the transfer of utilities. The purchaser's or new lender's Attorney-at-Law will take charge of all of the prior title documents, insurance policies and the new transfer and charging documents.

**After the meeting** - The purchaser's or new lender's Attorney-at-Law will ensure that all taxes and stamp duties are paid and record the new documents at the Land Registry as appropriate. If the lender required the assignment of life insurance as collateral security, the Attorney-at-Law will notify the insurance company of the assignment of the policy to the lender. After all documents are recorded and returned, the Attorney-at-Law will usually deliver them to the lender for safekeeping or to the new property owner if there is no lender.

There is no legal requirement to engage an Attorney-at-Law to conduct a land transaction. However, as the above discussion shows, there are many steps to be taken and many legal considerations to be satisfied in order to obtain a perfect title. A prospective purchaser or borrower is therefore best advised to engage an experienced Attorney-at-Law to guide him through the legal processes to ensure a satisfactory and effective outcome. •





Mrs. Rosalind Smith

# ✦ Old Wine in a New Skin: The System of Registration of Title in Barbados (Part 1) ✦

By Mrs. Rosalind K. Smith Millar, Partner  
and Miss Ruth J. Henry, Associate



Miss Ruth J. Henry

## Introduction

This is the first of a two part series on some of the key features of the Registered Title System in Barbados.

In 1988 the Land Registration Act, Cap. 229 ("**the LRA**") came into force in Barbados, with the object of streamlining and simplifying dealings with land in Barbados through the systematic registration of the titles to land.

The "new" registration system does not change the basic legal principles affecting ownership and dealings with land, but is intended to provide simpler, more easily understood documentation and faster, cheaper transactions as compared with the unregistered system of conveyancing, which still obtains for most land titles in Barbados today.

## The Process of Registration

Unlike the unregistered conveyancing system, the procedures under the registration system are completely statute-based. Once a parcel of land is registered, it must be dealt with strictly in compliance with the LRA. To achieve "registered status" the provisions of the LRA and the Land (Adjudication of Rights and Interests) Act, Cap. 228A are applied.

Registration occurs after the following steps have been completed:

1. The Minister responsible for Lands identifies and declares a defined area to be a Registration District.
2. The Chief Surveyor surveys the declared area and maps out the individual parcels within the area.
3. Owners of parcels in the declared area are invited to submit a Claim for Declaration of Title to Land showing their entitlement to be declared the owner and providing details of title documents proving their entitlement (the interests of mortgagees have to be declared).

4. An adjudication record is prepared, which the property owner or mortgagee may inspect. The adjudication record includes information on the owner; the property; any restrictions on dealing with the land; leases, charges, easements, covenants or other encumbrances or interests affecting the land and the owners of those interests.
5. The proposed registration is published, giving the public the opportunity to contest ownership.
6. The property owner submits his original title documents and pays the first registration fee (calculated based on the site value or improved value on the current land tax demand notice).
7. Once the adjudication record is settled, there are no third party claims, the original deeds are submitted and the fee is paid, then the parcel is registered.
8. The Registrar of Titles ("**the Registrar**") issues a Certificate of Title or a Certificate of Charge which contains relevant information about the property, its owner and any third party interests affecting the title.

If the property is mortgaged, then a Certificate of Charge is issued to the mortgagee instead of a Certificate of Title being issued to the proprietor. A Certificate of Lease is issued to the lessee if the lease is one that is required to be registered.

Every time there is a dealing affecting the title, the old Certificate is cancelled and a new Certificate is issued showing the updated status of the property.

## Classes of Title

Registration may be made with either absolute title or provisional title:

Registration with absolute title indicates that the proprietor has absolute ownership with all rights and privileges belonging to the land, free from all other interests or claims (but subject to leases, charges



# ❖ Old Wine in a New Skin: The System of Registration of Title in Barbados (Part 1) Cont'd... ❖

By Mrs. Rosalind K. Smith Millar, Partner  
and Miss Ruth J. Henry, Associate

and other matters shown on the Register and to any overriding interests that are not required to be registered). In plain words, the person's title to the property is such that a willing buyer would accept the title.

Registration with provisional title indicates that there is an identifiable deficiency in the title. Examples of such deficiencies are - the title is established only for a limited period; the title is subject to certain reservations; or ownership is based on possession rather than deeds. A provisional title remains subject to the enforcement of any estate, right or interest adverse to, or in derogation of, the title of the first proprietor, and existing or capable of arising at the time of registration. The provisional title may subsequently be converted into absolute title after the title issues have been perfected.

## **Registrar's Powers**

The Registrar is responsible for the administration of the LRA and is given broad powers. The Registrar has the power among other things to:

- require persons to appear and give information;
- require the production of any document relating to the title to land;
- refuse to register land if documents are not produced as requested;
- hold hearings and conduct investigations relating to land;
- compel an owner to register his land;
- determine whether a title should be registered as absolute or provisional;
- order payment of costs;
- stay registration of instruments in prescribed circumstances;

- correct errors in the Land Register or in an instrument by consent of the affected parties or if the error or omission does not materially affect a proprietor's interest;
- cancel obsolete entries in the Register;
- request surveys of land;
- alter land boundaries (with the owners' consent); and
- refer matters to the High Court for final decision.



## **Documentation and Terminology**

The LRA requires that all dealings in land be effected by an instrument in the form prescribed by the LRA or in a form approved by the Registrar. In practice, there is a lot of additional information that has to be inserted into the prescribed forms in order to comply with a variety of other legislation.

The use of prescribed forms is quite different from the unregistered system, where legal practitioners draft documents to suit the circumstances, and there are no restrictions on the content of documents.

The LRA also introduced some new terminology for old concepts. Some of these appear below:

## 🍷 Old Wine in a New Skin: The System of Registration of Title in Barbados (Part 1) Cont'd...🍷

By Mrs. Rosalind K. Smith Millar, Partner  
and Miss Ruth J. Henry, Associate

Registered System	Unregistered System
Proprietor	Owner
Certificate of Title/ Charge	Title deeds
Dealing	Transaction
Transfer	Conveyance
Joint Proprietor	Joint Tenant
Proprietor in common	Tenant in common
Instrument	Document/ deed
Charge	Mortgage
Chargor/ Chargee	Mortgagor/ mortgagee
Variation of Charge	Further Charge
Discharge	Release
Transmission	Devolution

### Conclusion

New processes, powers, concepts, forms and terminology have given the system of land in Barbados a different character, but these new features do not reduce the importance of properly documenting your ownership of your very own piece of the rock.

*In Part II of this article, we will highlight the advantages and disadvantages of switching from the old system of unregistered titles to the registration system, examine some of the minor interests that have to be registered under the LRA and review the procedural differences under the LRA. 🍷*



Mr. Dario A. Welch

## ✦ The Big 6: Six Key Considerations for Prospective Landlords in Commercial Leases ✦

By Mr. Dario A. Welch, Associate

### Introduction

It is common for many companies and persons to construct or purchase property with the intention of leasing them for commercial or business purposes. However, having placed the property to be leased on the market and obtaining prospective tenants it is imperative that a written lease be executed in order to clearly establish what are the rights of the parties and the terms and conditions upon which the property is being leased. Prior to approaching an attorney to draft such a lease, there are some key considerations which prospective landlords should consider when contemplating entering into a lease for a commercial space.

#### 1: What Space Am I Renting?

Adequate descriptions will help to alleviate the possibility of disputes as to the extent of the area which has been let. Therefore, the landlord would be advised to employ a surveyor in order to determine the exact square footage of the area in question, especially when several spaces are being rented within a building or complex. Additionally, it would be advised that a plan is prepared which, even though the property will be described in detail in the lease, would be annexed to the lease in order to show the location of the premises and is therefore typically used for identification purposes only. Moreover, where several spaces within a building or complex are being let to different tenants it is also important to clearly designate what areas will be for the exclusive use of the individual tenants and what areas are common areas which can be used by all or tenants in the complex.

#### 2: How Long Do I Want to Rent the Space For?

The term or duration of the lease will be stated in the written agreement. You should consider how long you would like the tenant to have possession of the leased premises. Additionally, the landlord should consider whether he wishes to include a provision which allows for the renewal of the term and the terms of any such

renewal. These provisions are usually conditional on the tenant's observance of the terms and conditions of the lease.

#### 3: Shop, Restaurant or Office?

It is imperative that the landlord considers what type(s) of business operations he wishes to have conducted in the leased premises. This is an important consideration as some operations may increase the risk of damage and/or destruction to the property, more than others. Additionally, certain business enterprises may be restricted by the planning permission which was issued for the construction or development of the property or the restrictive covenants that the land may be subject to. The landlord's current insurance coverage may also restrict the type of enterprises that may be conducted on the premises and certain uses may result in an increase in the insurance premiums which are payable.

#### 4: Let's Talk Money!

The landlord should be clear as to the sum of rent which is to be payable by the tenant throughout the term of the lease. The landlord should also consider how often he will need the rent to be paid, for example: weekly, monthly or annually. He should therefore take his financial obligations into account when making such a decision.

The landlord should also consider whether he wishes to secure the possibility of the rent being reviewed during the term. This rent review would allow the landlord to increase the rent at some stage during the term and may prove to be advantageous to landlords given the possibility of changes within the economic climate.

Additionally, the landlord should consider the expenses he will incur in operating and maintaining the property. He should therefore determine whether he will require the tenants to pay a service charge representing a share of the costs incurred by the landlord in this regard.



## ✦ The Big 6: Six Key Considerations for Prospective Landlords in Commercial Leases Cont'd... ✦

By Mr. Dario A. Welch, Associate

It is also of utmost importance that the landlord determines whether he will require the tenant to be responsible for the payment of utility charges including electricity, water, telecommunications and other services consumed or used at or in relation to the rented space.

Financial advisors may therefore be consulted on these points.

### **5: Who Will be Responsible for Replacing the Light Bulbs?**

The landlord will always be concerned about the state of his investment (the real estate). The landlord should therefore address his mind as to what repairs the tenant should be responsible for, and also, what repairs if any, he as the landlord will covenant to undertake. Stipulations relating to the responsibility for repairs of leased premises is critical in the event that they become necessary during the duration of the lease.

### **6: What is my Exit Strategy?**

It is always imperative for the landlord to address his mind to possible exit strategies under the lease.

One of the main considerations for the landlord in this regard, is whether he wishes to insert a clause in the lease which will allow him to terminate the tenancy for any reason prior to the end of the contractual term. This may be required in the event that the landlord wishes to develop the property in the future or wishes to sell the property to a prospective purchaser who may require vacant possession. However, it is likely that a tenant may also require that if the landlord is granted such a right under an early break clause, then the tenant should also be empowered to terminate the lease prior to the end of the contractual term. The landlord should therefore consider the length of notice he will require a tenant to give if the tenant wishes to terminate the tenancy before the end of the term. In this regard he may wish to consider the amount of time it may take for him to find a new tenant and make any necessary refurbishments.

### **Conclusion**

It should be noted that the above considerations do not constitute all of the factors to be contemplated upon by a prospective landlord. Therefore, prospective landlords should consult their attorneys with a view to obtaining a lease which suits their peculiar needs taking into consideration all of the legislative requirements for the lease in question. ✦



## ✦ ATTORNEY PROFILE ✦

In this issue we continue our series of profiles on the firm's Attorneys-at-Law. This issue profiles Mrs. Rosalind K. Smith Millar.



**Mrs. Rosalind K. Smith Millar.**

Admitted to the Barbados Bar in 1987, Rosalind is a widely experienced practitioner who currently focuses on intellectual property law, real property and mortgage transactions, and pensions law.

Rosalind is the firm's partner in charge of the Intellectual Property Department. She has served for many years on the Advisory Committee on Intellectual Property (which advises the Barbados Government on intellectual property issues) chairing the Committee

from 2004 to 2008. She is the firm's delegate to the International Trademark Association and ASIPI (the Inter American Association of Intellectual Property) and the Intellectual Property Caribbean Association. Rosalind has been elected to serve as a committee member of the International Trademark Association for the biennium 2016-2017. Her interest in intellectual property law is enhanced by a Master's degree in intellectual property law.

Rosalind has delivered a number of training sessions on real property law at the request of the Barbados Bar Association on the practical aspects of conveyancing and mortgage transactions.

Rosalind has had advanced training in mediation. She is the Deputy Chairman of the Community Legal Services Commission, a statutory board which administers the provision of government-funded legal aid in Barbados. She is currently a member of the Bar Council of the Barbados Bar Association (the "BBA") and has served the BBA in previous years as Council Member, Treasurer and Honorary Secretary.

## ✦ CGF NEWS ✦

### **Caribbean Commercial Law Workshop**

Our Ms. Debbie Fraser and Mrs. Nicola Berry, Partners in the Commercial Department, and Ms. Sabrina Maynard, Associate in the Commercial Department, represented Clarke Gittens Farmer ("CGF") at the 14<sup>th</sup> annual Caribbean Commercial Law Workshop ("CCLW") from August 23 to August 25, 2015, hosted at the Hilton Rose Hall Resort & Spa, Montego Bay, Jamaica with the theme, "Restructuring Caribbean Commercial Law." Mrs. Nicola Berry presented a paper entitled: "Competition Law and Energy Regulation in the Caribbean-Can Competition Law Really Apply to The Energy Sector?" and Mrs. Debbie Fraser presented a paper entitled: "Are We There Yet? A Review of Barbados' Legislative Response to the Global Financial Crisis."

The CCLW is the flagship law event for the Faculty of Law, University of the West Indies, Cave Hill Campus, which was co-hosted this year by the Jamaican Bar Association, and is the premier commercial law conference for Caribbean lawyers. This year's focus

was on changes to legal regulatory regimes in the Caribbean both actual and potential, as a result of international assistance and/or restructuring programmes.

Further information on the CCLW can be obtained by visiting its website at:

<http://www.cavehill.uwi.edu/law/cclw/home.aspx> ✦



Pictured above (L-R): Ms. Debbie A. P. Fraser and Mrs. Nicola A. Berry at the CCLW

## ✿ CGF NEWS Cont'd... ✿

### 2015 Globethon to End Women's Cancer

On September 13, 2015, the CGF staff participated in the Barbados Cancer Society's Globethon 2015, 5k walk and run. The Globethon's aim is to increase awareness of women's cancer, address disparities (ethnic, racial, political, geographic, financial, cultural and religious), and transcend barriers through educational outreach and global community engagement. Globethon is the only international movement focussed on the prevention and early detection of all gynaecological cancers including uterine (endometrial), cervical, ovarian, vaginal and vulvar.

"Remember an ounce of Prevention is Worth a Pound of Cure." CGF will continue to support these worthy ventures. ✿

Pictured below are some members of staff of CGF at the 2015 Globethon Walk.



### "Barbados Cares" Walk

On September 27, 2015, CGF staff also participated in a 5K Walk/Run/Ride, which was organised by over 25 local event promoters and brands, who came together under the banner "Barbados Cares". This venture was geared towards the promotion and support of the relief and recovery efforts in our neighbouring island Dominica, which was severely affected by the passage of Tropical Storm Erika, on August 27, 2015. The proceeds of this event go towards specific recovery and rebuilding projects in Dominica. ✿

### National Walk for Cancer Awareness

CGF continued to show its support and presence in the community, where members of staff also participated in the Barbados Cancer Society Breast Screening Programme - "Think Pink, Think Passion, Love Life", 5k walk and run and 10k run, held on October 4th 2015, in association with CIBC First Caribbean's Walk for the Cure with the slogan "I Walk Because..."

Congratulations to the CGF staff committee for encouraging staff participation and keeping them abreast of these type of events which contribute to the health and wellness of staff while supporting a worthy cause. ✿



### Property Department Presentations & Seminars

On September 16 and September 29, 2015 our Ms. Annette Linton and Mrs. Laverne Ochoa-Clarke, Associates in the Property Department, presented on the topic "Wills and Estate Planning" in a seminar entitled "Preparation for Retirement" hosted by the Committee to Monitor the Implementation of the National Policy on Ageing at the Warrens Office Complex.

Our Ms. Melanie Garrett-Bailey, Associate in the Property Department, conducted various presentations over the last quarter. In particular, she taught the landlord component of the Real Estate Course, to the students of the Barbados Community College. ✿



## CGF NEWS Cont'd...

### International Business Week

CGF came on board as a silver sponsor at the 7<sup>th</sup> International Business Week ("IB Week 2015") conference. The conference themed, *The Changing Dynamics: Driving Innovation, Prosperity & Health*, was held on October 8 and 9, 2015 at the Hilton Barbados Resort, Needham's Point, Bridgetown, St. Michael. As the theme suggests, the global environment for international business and financial services continues to change, ultimately presenting new opportunities for wealth creation/preservation and innovative business solutions.

The CGF team put together a booth display, featuring booklets and past newsletter articles on various areas of law, as well as CGF branded wrist bands with a jump drive component for attendees to take. We wish to say thank you, to all those individuals who made our booth display a huge success!

CGF's participation at IB Week 2015 was complemented by the attendance of Ms. Gillian Clarke, Partner and Head of the Corporate Department and Mrs. Nicola Berry, Partner in the Commercial Department and Associates, Ms. Joanna Austin and Ms. Janet Taylor, Corporate Department and Ms. Sabrina Maynard, Commercial Department.

Mrs. Carmeta Clarke, Mrs. Sharon Rawlins and Mrs. Viterose Moore manned our booth display. Miss Stephanie Blenman, one of our secretaries in Property Department, assisted with the preparation of the International Business Week Edition of our newsletter which was made available at the booth. We are happy to have been a part of IB Week 2015 and look forward to our continuing participation in the future. 🌟

Some of the CGF attendees at IB Week 2015 are pictured below.



L-R (Back Row): Mrs. Nicola A. Berry, Mrs. Sharon Rawlins and Miss Janet Taylor. L-R (Front Row): Miss Gillian M. H. Clarke and Miss Joanna Austin.

🌟 **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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**Disclaimer:** IMPORTANT NOTICE: This e-Newsletter does not constitute and should not be construed as legal advice. Should further analysis or explanation of the subjects contained in this e-Newsletter be required, please contact us. Always consult a suitably qualified lawyer on any legal problem or issue.

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