

# CGF POINT OF LAW

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



## 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

This issue of the newsletter features articles from our Intellectual Property and Commercial Departments and dives into the world of business identifiers, non-traditional trademarks and the age-old issue of the execution of deeds and agreements under hand.

Our first article explains the different types of business identifiers and outlines the main pieces of legislation which intersect in their treatment of business names, marks and business identifiers generally. The manner in which conflicting marks and conflicting business names are dealt with is also discussed.

Our second article explores the exciting developments with respect to non-traditional trademarks. The article describes smells, sounds, colours and holograms that have recently been registered as trademarks across the globe. It will be interesting to see what other non-traditional trademarks develop in the next few years.

Our third article examines the differences between a deed and an agreement under hand. Additionally, the article sets out the legal requirements that must be satisfied for a deed or an agreement under hand to be valid and enforceable.

~ We hope you enjoy! ~

**The e-Newsletter Committee**

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# Business Identifiers: At the Intersection of Brands and Business Names

By Mrs. Rosalind K. Smith Millar, Q.C., Partner

Mrs. Rosalind K. Smith Millar, Q.C.

## Introduction

Business identifiers take many forms and are used for many and various purposes. Business identifiers are the business names, symbols, emblems, logos and slogans that connect a business identity to its products or services, and may include -

- trading names of individuals, partners and companies;
- marks - trade<sup>1</sup> and service<sup>2</sup> marks, certification<sup>3</sup> marks and collective<sup>4</sup> marks; and
- trade dress - the appearance of a product, including packaging, shape, colour or other non-functional characteristic feature.

## Brands, names and unfair competition:

In Barbados, there are three main laws which speak about the intersection of business names, marks (brands) and business identifiers generally. These are:

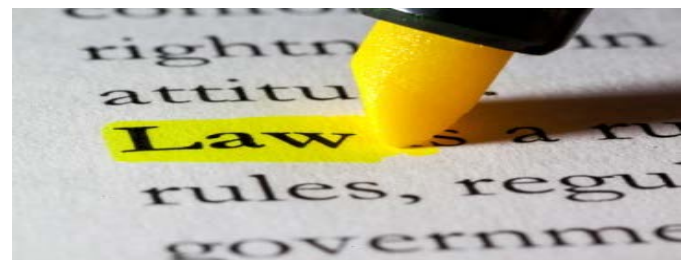
- Trade Marks Act, Cap. 39 (the "**TMA**")
- Registration of Business Names Act, Cap.317 (the "**RBNA**")
- Protection Against Unfair Competition Act, Cap 329A (the "**PAUC**")

Business names quite often evolve into trade or service marks, whether or not they become registered under the TMA. A business name serves the same essential purpose as a mark, namely, to distinguish, in the course of business, the goods or services provided by one provider from the goods or services provided by another provider.

As far as the public is concerned, there is no practical difference between a trade or service mark and a registered business name. The average consumer sees a "business identifier" that he uses to connect the branded goods or services to the provider.

A prudent business owner will ensure before he invests too heavily in developing and using any business identifier, that the identifier is available for him to use without offending the rights of others. This can be done by searching in the public registers of business names and trademarks, checking in directories for existing use of the identifier in the country of interest, as well as searching for online use.

It must be remembered that an identifier may be available for use in one country, but not in another, so the business owner or marketing department should clear all jurisdictions of interest before launching the new name or brand.



## The Advantages of Registration

Registration of business identifiers under the RBNA or the TMA gives the prudent business owner an advantage when seeking to protect unauthorized use of his business identifier, as such registration provides *prima facie* proof that the business owner was using or intended to use the identifier at a time prior to the unauthorized use. That presumption is, of course, rebuttable.

A "business name" is the name or style under which any business is carried on, whether in partnership or

<sup>1</sup> Trademark – a visible sign used to identify the source of goods.

<sup>2</sup> Service mark – a visible sign used to identify the source of services.

<sup>3</sup> Certification mark - a visible sign used to distinguish goods or services certified by the owner of the mark in respect of the origin, material, mode of manufacture of goods or performance of services, quality, accuracy or other characteristics from goods or services not so certified.

<sup>4</sup> Collective mark – a visible sign used by a group of business enterprises for the common benefit under an agreement that provides for the specific conditions governing the use of the sign.

# Business Identifiers: At the Intersection of Brands and Business Names, Cont'd...

By Mrs. Rosalind K. Smith Millar, Q.C., Partner

otherwise. Every individual or firm carrying on business under a business name which does not consist of the individual's own name or the true surnames or corporate names of all partners is required to register that trading name under the RBNA.

Registration of a mark, on the other hand, is voluntary and vests in the registered owner of the mark the exclusive right to prevent any other person from using the mark, or any sign or business name so nearly resembling the mark as to be likely to mislead the public. Unregistered marks in use are also protected by the common law of "passing off".

## At the Intersection ....

When an application is made under the RBNA the Registrar of Corporate Affairs must check whether the proposed name is a name registered under the TMA, or resembles a mark registered under the TMA, and may refuse to register the business name.

The RBNA also provides that a business name should not be registered if it is the same as or similar to the name or business name of any other person or of any association, partnership, firm or other entity where the use of that name would be likely to confuse or mislead, except where consent is given.

On the other hand, an application may not be made under the TMA for a mark that resembles, in such a way as to be likely to mislead the public, a business name registered under the RBNA *and in use* in Barbados by another person, if the applicant is aware or could not reasonably have been unaware of the earlier use.

In other words, when an application is made to register a business name or a mark, the registry has a duty to cross-reference the two registers with a view to protecting the public from misleading or confusingly similar business identifiers.

There are important procedural distinctions between the registration of a business name and the registration of a trademark. The differences affect the manner in which conflicts may be resolved. Business names are registered with the Registrar, Corporate Affairs. Marks are registered by the Director, Intellectual Property Office (in practice, this is the same human being) in the respective sections of the Corporate Affairs and Intellectual Property Office.

Although no cross-reference is required to be made to the registers of corporate structures such as companies or societies with restricted liability, in practice, some effort is made to avoid duplication of names in a manner that would result in confusingly similar company names, business names and marks.

- **Conflicting marks and company names (RBNA applications)**

Registrations of business names do not undergo the same rigorous examination and pre-approval process as marks. The RBNA process seems simple – complete the prescribed form, pay the fee and collect your certificate. Not so fast!

When a business name is registered, the Registrar must check the Trade Marks Register, the Register of Business Names, the Register of Companies and all other registers of associations and entities before issuing the registration certificate. If a conflicting entry is found, the Registrar may require the proposed registrant of the name to change the name within 3 months, failing which the Registrar may cancel the business name registration. Very straightforward (in theory)!

- **Conflicting business names (TMA applications)**

By way of contrast, applications made under the TMA are examined, cross-referenced with the RBNA registrations, may be required to be changed and are published to give third parties the change to oppose them.



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By Mrs. Rosalind K. Smith Millar, Q.C., Partner

They are then registered if all goes well.

If a conflicting business name is found, the Intellectual Property Office ("IPO") automatically (though it ought to apply the various criteria detailed below) issues a notice of grounds for refusal of registration of the mark, regardless of any obvious dissimilarity between the nature of the business stated to be carried on under the business name and the goods or services with which it is proposed to use the mark. The applicant for the mark is invited to submit comments on the refusal which may or may not be accepted as persuasive by the IPO.

## The challenging issue of "Use"

Too often, the focus remains on the existence of the conflicting business name, and little or no effort is made by the IPO to address the issue of whether the business name is in actual use in Barbados. While the RBNA requires that changes in the particulars of a business name must be registered, and that an owner who ceases to carry on business must file a notice of cessation, this is very seldom done, and disused business names remain on the Register as "dead wood", clogging the registration process for both names and marks.

The Registrar may, if she has reasonable cause to believe that a registered individual firm is not carrying on business, initiate the prescribed procedure with a view eventually to removing the individual or firm from the register. This seldom happens, and the "dead wood" remains.

There is currently no mechanism for a business name owner to file periodic statements confirming that the name continues in use, and it would be unreasonably onerous to require the IPO to investigate the "use" part of the equation before issuing notice of grounds for refusal. This means it is up to the mark applicant to convince the IPO that the name is no longer in use and /or that there is so little similarity

between the nature of the business and the goods or services of the mark that the public is unlikely to be misled as to the origin of the goods or services.

## Creating confusion and misleading the public

Since the essential function of a mark is to distinguish, in the course of business, the goods or services provided by one person from those provided by another person, and to guarantee the identity of origin of the goods or service, the reason for cross-referencing TMA applications with RBNA registrations is to prevent the relevant public from being so misled or confused as to be unable to distinguish the origin of the goods or services. Of course, TMA applications are also checked for similarity against existing pending applications or registered marks.

The similarity between marks or between a mark and a name must be such as would mislead the public into being unable to distinguish (or confusing) the commercial origin of the respective goods or services.

If the public is not likely to be misled into such a state of confusion, then the prohibition of the TMA does not apply, and the proposed mark should be considered for registration.

## Analyzing confusion (an oxymoron?)

The principles which are applied to determine whether two competing marks are confusingly similar may be applied when comparing similar marks and business names to see whether the public is likely to be misled or confused as to the economic or commercial origin of the goods or services.

It is helpful to look at the interpretation of conceptually equivalent sections of the law in the EU and the UK which deal with the prohibition against registration of marks which, because of their similarity, create a likelihood of confusion on the part of the public. Like ours, their laws seek to prevent the public from being misled by the existence of identical or

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similar goods or services.

The relevant principles are discussed in a series of well-known cases and may be stated as follows:

- a. The likelihood of confusion must be appreciated globally, taking into account all factors relevant to the circumstances of the case;
- b. The matter must be considered through the eyes of the average consumer of the goods or services in issue;
- c. The degree of visual, aural or conceptual similarity between the mark and the business name and, where appropriate, the importance that may attach to those elements taking account of the category of goods or services in question and the circumstances in which they are marketed;
- d. The overall impression created by the competing mark and business name, bearing in mind, in particular, their distinctive and dominant components, as the average consumer normally perceives a mark as a whole and does not analyze its various details;
- e. The distinctive character of the earlier mark or name: the more distinctive the earlier mark or name, the greater will be the likelihood of confusion;
- f. The notion that the average consumer has imperfect recollection and will rarely be able to make a direct comparison of the competing mark and name;
- g. The degree of similarity of the goods or services in issue; and
- h. Interdependence of the relevant factors – the factors referred to above are not to be treated as "separate watertight compartments".

The likelihood of confusion relates to the commercial origin of the goods or services, and not to the nature of the services themselves. The mere association which the public might make between the mark and the business name because of their analogous semantic content is not in itself a sufficient ground for concluding that there is a likelihood of confusion.

Although the above factors are to be considered globally, it is recognized that the weight of one factor may offset the importance of another. One factor that may tend to affect the weight to be given to other factors is the degree of similarity of the respective services.

When determining the degree of similarity of the goods or services, consider these factors:

- a. The uses of the respective goods or services;
- b. The users of the respective goods or services;
- c. The physical nature of the acts of service to be performed or the goods;
- d. The trade channels through which the goods or services reach the market; and
- e. The extent to which the respective goods or services are in competition with each other.

Even where a mark is identical to another with a highly distinctive character, it is still necessary to adduce evidence of similarity between the goods or services covered.

## The concept of fair competition

The TMA contains an extensive regime of remedies available to the owner of a registered mark that is infringed. These are bolstered by the common law action of "passing off" for unregistered marks that are in use.

# Business Identifiers: At the Intersection of Brands and Business Names, Cont'd...

By Mrs. Rosalind K. Smith Millar, Q.C., Partner

Going beyond the narrow confines of the TMA and the RBNA, the PAUC pulls together a number of concepts intended to create an environment of fair competition in the market. The PAUC gives relief by way of injunction and recovery of damages for injury suffered as a result of unfair competition.

Acts of unfair competition include acts or conduct in the course of industrial or commercial activities that are contrary to honest practices and, in particular, acts or conduct that, in relation to a business enterprise or its activities, products and services:

- cause or are likely to cause confusion;
- damage or are likely to damage another enterprise's goodwill or reputation;
- mislead or are likely to mislead the public;
- result in the disclosure, acquisition or use of secret information without consent and in a manner contrary to honest commercial practices;
- result in unfair commercial use of test data submitted to competent authorities for regulatory approval of pharmaceutical or agricultural chemical products; and
- consists of false or unjustifiable allegations that discredit another person's enterprise.

Interestingly, the above acts may be deemed unfair if and to the extent that confusion is created by the association of a product, service or activity with a celebrity or a well-known fictional character, or damage to good will or reputation results from dilution of the goodwill or reputation attached to the usual business identifiers (discussed above) or to a celebrity or a well-known fictional character.

In our companion article in this issue, we discuss non-traditional marks which, while not yet registrable in Barbados under the TMA, could benefit from the protection of the PAUC to the extent that they are considered business identifiers in use in the same manner as the more familiar traditional marks and brands.





# Non-Traditional Trademarks - The Future is Now!

Mrs. Laverne O. Ochoa-Clarke, Senior Associate

Mrs. Laverne O. Ochoa-Clarke

Have you ever strolled along Whitepark Road, St. Michael, Barbados and experienced the aroma of fresh-baked goodness pervading the atmosphere? Have you ever experienced that exact same aroma anywhere else? Do you think that it could be registered as a trademark?

## What is a mark?

A trademark or service mark ("a mark") acts as a badge of origin and may be considered as a tool of communication used by businesses to attract consumers, customers and clients.

## Essential characteristics

The two essential characteristics of a viable mark are that the mark must be distinctive and it must not be deceptive.

- **Distinctiveness** - To be distinctive the mark must, by its very nature, be able to distinguish goods and services. A mark cannot be a trademark if it is descriptive, i.e. if it describes the nature or identity of the goods or services for which it is used. For example, Apple<sup>1</sup> is distinctive for computers, but not for the neighbourhood fruit vendor.
- **Deceptiveness** - A mark is deceptive if it says that the goods for which it is used have certain qualities when they do not.

## Traditional marks (visual signs)

A mark, in our context, is a visible sign used or to be used upon, with or in relation to any goods or services for the purpose of distinguishing, in the course of trade or business, the goods or services of one person from those of another person.

It may comprise arbitrary or fanciful designations, names, pseudonyms, geographical names, slogans, devices, reliefs, letters, numbers, labels, envelopes,

emblems, prints, stamps, seals, vignettes, borders and edgings, combinations or arrangements of colours and shapes of goods or containers, or any combination of these.

It is not then surprising that usually, when we in Barbados think about a mark in the legal sense, we think about a mark that we can see.

## Non-traditional marks

In other parts of the world, however, a mark is defined as any sign capable of being represented graphically which is capable of distinguishing goods or services of one undertaking from those of other undertakings. Marks may therefore assume many different additional formats beyond the traditional strictly visual format. We know this. We come into contact with these marks everywhere; on TV, in movies and online, and we and we respond instinctively to these marks as identifiers of the source of goods and services, even without thinking about the legal implications.

Here are some examples of non-traditional registered marks:

### Smells

Do you remember the sweet smell of Play-Doh®? Happy childhood memories flood your consciousness. Well that smell is a trademark! Hasbro has described the smell of Play-Doh® as "a sweet, slightly musky, vanilla fragrance, with slight overtones of cherry, combined with the smell of a salted, wheat-based dough", and this smell is now registered as a trademark.

<sup>1</sup> Apple® is a registered trademark of Apple, Inc.



# Non-Traditional Trademarks - The Future is Now!, Cont'd...

Mrs. Laverne O. Ochoa-Clarke, Senior Associate

## Sounds

We have all heard the melodic 20<sup>th</sup> Century Fox Fanfare, the roar of the Metro Goldwyn Mayer lion and the Nokia ringtone. These sounds are registered marks. Each of them is so inherently distinctive that as soon as you hear the sound, you know what it represents

## Holograms

Holograms are also registerable as marks. The little hologram on your credit card, which changes according to the angle from which you look at it, is more than likely registered as a mark. The *hologram* performs the *branding* function of uniquely identifying the commercial origin of your credit card or other products or services for which it is used.



## Colours

Do you know those must-have red-soled stiletto shoes, by designer Christian Louboutin? The European Union's highest court has ruled that Christian Louboutin can trademark his company's signature red-soled stiletto shoes<sup>1</sup>. This decision confirmed that the signature red-soled shoe was a "distinctive symbol" that had come to represent the brand and deserved trademark protection.

Branding is a very important aspect of commerce, as business owners compete to attract the interest and brand-loyalty of their customers. We are seeing the emergence of non-traditional forms of brands and marks which explore all of the human senses and create new and exciting ways to capture consumer attention. So, what's next?

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<sup>1</sup> Case C-163/16 - Christian Louboutin and Christian Louboutin SAS v Van Haren Schoenen BV



Miss Sabrina L. Maynard

# The Basics Explained - What You Need To Know About the Execution of a Deed and an Agreement under Hand

By Miss Sabrina L. Maynard, Senior Associate and  
Miss Lanasia N. Nicholas, Associate



Miss Lanasia N. Nicholas

## Introduction

A common question that attorneys are frequently asked when dealing with the execution of documents is *"what is the difference between a deed and an agreement under hand?"* We will seek to answer this question in this article. In addition, we will also provide the legal requirements to be satisfied in order for a document that is a deed or an agreement under hand to be valid and enforceable.

### What is a Deed?

A deed is a written document which is executed in a specified manner. It expresses that the person or corporation named in the instrument:

- makes, confirms, concurs in or consents to some assurance (otherwise than by way of testamentary disposition) of some interest in property or of some legal or equitable right, title or claim;
- undertakes or enters into some obligation, duty or agreement enforceable at law or in equity; or
- does or concurs in some other act affecting the legal relations or position of a party to the instrument or of some other person or corporation.<sup>1</sup>

Unlike an agreement under hand (discussed below), there is no requirement for there to be consideration (discussed below) in order for a deed to be valid and enforceable.

### What is an agreement under hand?

An agreement under hand is an agreement in writing that is simply signed by the parties to it without there being any requirement for any legal formalities to be followed in order for the signed agreement to be valid. A critical element of an agreement under hand is that there must be consideration. Consideration is, "an

act or forbearance of one party, or the promise thereof, as the price for which the promise of the other is bought, and the promise thus given for value is enforceable."<sup>2</sup>

### Execution of deeds in general

In order for a deed to be validly executed and legally enforceable as a deed, certain conditions set out at section 71(2) of the **Property Act**, Cap. 236 of the laws of Barbados (the "**PA**") must be satisfied:

- the deed must be signed by the party to be bound by it;
- the execution of the deed must be attested to by at least one witness whose signature, place of abode and calling or description must be added to the deed; and
- the deed must be expressed to be a deed, conveyance, assurance, mortgage, charge, settlement, covenant, bond or specialty.<sup>3</sup>

Where a deed is being executed by a company in Barbados the deed must be executed under the company's seal.<sup>4</sup>

### Who is an appropriate person to witness the execution of deeds?

#### 1. Attorneys-at-law

Pursuant to the PA, an attorney-at-law is a proper person to witness the execution of a deed. In this regard, section 71(4) of the PA provides that:

<sup>1</sup> Goddard's Case (1584) 2 Co Rep 4b at 5a.

<sup>2</sup> Pollock on Contracts (8th Ed.) p. 175.

<sup>3</sup> S. 71(2) of the Property Act, Cap. 236 of the laws of Barbados.

<sup>4</sup> S. 71(5) of the Property Act, Cap. 236 of the laws of Barbados.

# "The Basics Explained - What You Need To Know About the Execution of a Deed and an Agreement under Hand, Cont'd..."

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"the attestation of a document by an attorney-at-law has the same effect as acknowledgement of the parties or probate of the witnesses before the Judges or Commissioners or Probate under section 16 of the Evidence Act."

In light of the above, a deed or an agreement in writing should be executed in the presence of an attorney-at-law, in order to avoid the risk of questions being raised regarding the propriety of its execution.

2. (a) Judges and Commissioners of Probate  
(b) Diplomatic or Consular Representatives

A judge or a Commissioner of Probate is also an appropriate person to witness the execution of a deed. Diplomatic and consular representatives are also appropriate persons to witness the execution of a deed.

## ***Execution of deeds relating to the purchase of property***

The PA makes specific provisions with respect to the execution of deeds in favour of a purchaser that is a company. Section 74(1) of the PA provides that a deed in favour of a purchaser will be deemed to be duly executed by a corporation if its seal is affixed to the deed in the presence of and attested by its clerk, secretary or other permanent officer or a deputy, a member of the board of directors, council or other governing body of the corporation. Where a seal purporting to be the seal of a corporation has been affixed to a deed, attested to by persons holding the offices previously mentioned, the deed will be deemed to have been executed in accordance with the requirements of section 74(1) of the PA and effect will be taken of it accordingly.<sup>5</sup>

Notwithstanding the foregoing, section 74(5) of the PA permits a company to choose its mode of authorization or attestation provided that such mode of authorization is permitted by law, practice, statute or the company's organizational documents. In this regard, section 74(5) of the PA provides that:

"Notwithstanding anything contained in this section, any mode of execution or attestation authorized by law or by practice or by the statute, charter, memorandum or articles, deed of settlement or other instrument constituting the corporation or regulating the affairs thereof, is (in addition to the modes authorized by this section) as effectual as if this section had not been passed."

## ***Execution of Deeds and documents by Foreign Corporations***

If the parties to a deed or an agreement in writing are a foreign corporation and a Barbadian company, the laws of the country governing the deed or agreement in writing will determine the manner in which the deed or agreement or writing should be executed and witnessed, if applicable.

## ***Execution of Deeds outside of Barbados***

Section 150(1) of the Evidence Act Cap. 121 of the laws of Barbados (the "**Evidence Act**") sets out the list of persons before whom deeds and other instruments should be executed, when executed outside of Barbados. A deed executed in this manner is deemed to be sufficiently executed and shall be received as evidence in any court in Barbados. Judicial notice shall be taken of the deed and of any seal or signature of the person listed in section 150(1) of the Evidence Act.

Where the deed is signed in any part of the Commonwealth, section 150(1)(a) of the Evidence Act provides that the deed shall be deemed to be sufficiently signed if done before: (i) a diplomatic or consular representative for Barbados; (ii) a Judge of any superior court; (iii) a Justice of the Peace or Commissioner for Oaths empowered to administer such oaths or declarations; (iv) a mayor of any city or corporation; or (v) a Notary Public.

<sup>5</sup> Section 74(1) of the Property Act, Cap. 236 of the laws of Barbados."

# "The Basics Explained - What You Need To Know About the Execution of a Deed and an Agreement under Hand, Cont'd..."

By Miss Sabrina L. Maynard, Senior Associate and  
Miss Lanasia N. Nicholas, Associate

Where a deed is signed in any foreign country or state it shall be deemed to be sufficiently signed if done before:  
(i) a diplomatic or consular representative for Barbados;  
(ii) a Judge of any superior court; or (iii) a Notary Public.

It is important that the relevant legal formalities and requirements outlined above be adhered to when executing deeds and agreements under hand. If the legal formalities and requirements are not adhered to, a party

seeking to have a document entered into evidence in a court in Barbados may have the challenge, as well as the expense, of proving the due execution of the document where required especially in circumstances where the persons who have knowledge of the execution of the document are not available to provide evidence in support of its execution.



## ATTORNEY PROFILE

### Ms. Shena-Ann Y. Ince, Senior Associate

In this issue we continue our series of profiles of the firm's associates. We profile Ms. Shena-Ann Y. Ince.



Shena-Ann is a senior associate in our litigation department where she advises and represents commercial clients on matters such as insolvency proceedings, arbitration claims, receiverships and other enforcement proceedings. She joined the firm in 2010.

Shena-Ann obtained an associate degree in law and history from the Barbados Community College before attending the University of the West Indies Cave Hill, where she graduated with an LL.B (Hons.) in 2008.

In 2010, she was admitted to the Bar in Barbados after obtaining her Legal Education Certificate from the Hugh Wooding Law School. While at Hugh Wooding, she was also included on the Principal's Roll of Honour and was awarded the Seebaran & Co prize for the best performance in the family law clinic.

In 2014, Shena-Ann completed a post-graduate degree in commercial law from the University of Cambridge as a Cambridge Trust and Chevening Scholar.

Outside of the firm, she is currently a part-time member of the Faculty of Law, University of the West Indies, Cave Hill. In addition, she has authored a paper on Child Protection in Barbados for UNICEF and the Barbados Family Law Council and has also contributed to the 2016 World Bank publication entitled "Women Business and the Law".



# CGF NEWS

## Seminars

Mrs. Sharmila Williams-Nascimento, Mr. Corey Greenidge, Associate and Ms. Rachel Gittens, Paralegal attended a Master Class for Company Secretaries which was held on September 20, 2018 at the Courtyard by Marriott. The Master Class focused on the topic of "Driving Effective Board Meetings" and was also instructive in other areas such as preparing for board meetings and the Company Secretary's role during and after the board meeting.

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On October 17, 2018, Mrs. Olivia Burnett, Senior Associate in the Commercial Department made a presentation at the Barbados Bar Association's headquarters entitled, "Behind the Scenes – Merger Regulation in Barbados". The presentation was informative and positive feedback was received from the members of the Bar. The presentation was a part of the Barbados Bar Association's recent lunchtime seminar initiative.



Pictured above is Mrs. Olivia Burnett concluding her presentation at the Barbados Bar Association's headquarters

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## **International Business Week 2018.**

October 21-27, 2018 was International Business Week 2018 in Barbados and members of the Corporate and Commercial Departments of the firm attended the two-day conference at the Lloyd Erskine Sandiford Centre. Our attorneys had the opportunity to network with stakeholders in the industry while staying abreast of the most recent developments in the international business sector and emerging markets such as those involving blockchain technology, artificial intelligence and cannabis. As a sponsor of the event, the firm is delighted to have played a role in another successful instalment of the conference.



Pictured is Mrs. Olivia Burnett at the International Business Week Conference 2018

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## **Events**

On Sunday, October 7, 2018, staff members of Clarke Gittens Farmer once again showed their support for the fight against breast cancer by participating in the annual 'Walk for the Cure – National Walk for Breast Cancer Awareness'. The Walk was presented by the Barbados Cancer Society in association with CIBC FirstCaribbean International Bank.



Pictured above are staff and family members partaking in the 'Walk for the Cure' charity event.

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# CGF POINT OF LAW

**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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