FOCUS

HIGGS & JOHNSON COUNSEL & ATTORNEYS-AT-LAW | VOLUME 63, ISSUE 1/2019

WHAT'S INSIDE

Forced Heirship: Options in The Bahamas to Address Disposition Concerns

Sharmon Y. Ingraham

The Bahamas, unlike many other jurisdictions, does not have forced heirship laws. Therefore, persons resident in The Bahamas have complete testamentary freedom. However, the jurisdiction's wealth management industry realised that this was not true of some of its clientele in other jurisdictions. Accordingly, early in the development of the industry, The Bahamas took steps to address forced heirship and foreign jurisdictional concerns. Legislative measures contained in core statutes for the industry seek to address those concerns and enable personal choice in the disposition of assets. Specifically, the statutory provisions are intended to avoid the imposition of foreign laws and claims arising out of forced heirship and matrimonial proceedings pursuant to such laws.

The statutory provisions encompass a wide definition of "disposition" which includes conveyances, transfers, assignments, leases, mortgages and pledges of property. Additionally, the legislation incorporates within the definition of "heirship right" rights, claims or interests in property which arise as a consequence of death other than claims created by will or other voluntary disposition of the property owner. The definition of "personal relationship" provided in the legislation is also wide in scope to cover cohabiting persons, married and divorced persons as well as familial blood relationships. These measures have been embedded and replicated in the trusts law, the Foundations Act and the Bahamas Executive Entities Act so that the protection of the provisions could be accessed by persons establishing such structures.

With the enactment of the Trusts (Choice of Governing Law) Act, Chapter 179 of the Statute Laws of The Bahamas as amended ("TCGL Act"), in 1989, dispositive freedom was incorporated into the trust law of The Bahamas. The TCGL Act provides that all questions arising in respect of or concerning a trust established under the laws of The Bahamas, whether administered in the jurisdiction or not, were to be determined in accordance with the laws of The

Bahamas. The TCGL Act further provided that in determining any question on Bahamian law governed trusts no reference to the laws of any other jurisdiction was required. To support the declaration that the laws of The Bahamas would govern trusts established pursuant to Bahamian legislation, the TCGL Act stated that questions of validity and the capacity to establish a trust are not determinable by the laws of another jurisdiction. Later amendments to the TCGL Act extended the scope of the statute's provisions to encompass claims arising on the basis of forced heirship and marital rights; such claims must also be adjudicated in accordance with the laws of The Bahamas.

The primacy of the laws of The Bahamas to control and regulate issues and claims in respect of the disposition of property or assets in The Bahamas in trust structures was given further support by the legislature in 2016. At that time the Trustee Act, Chapter 176 of the Statute Laws of The Bahamas, was amended by the insertion of section 79A which reinforces the jurisdiction of the courts of The Bahamas to determine claims where the designated law of the trust is that of The Bahamas. The section reiterates that the jurisdiction of the court is not impacted by the location of the individuals involved. The provision seeks to assure persons that the decision to voluntarily dispose of property in accordance with Bahamian law will be upheld.

In further extension of the freedom of disposition, a governing law provision was incorporated into the statute regulating wills in The Bahamas. In the 2002 iteration of the Wills Act, the legislature addressed the issue of jurisdiction where the testator is not domiciled in The Bahamas. Specifically, the Wills Act enables a testator domiciled outside The Bahamas to validly dispose of all property situated in The Bahamas by a will in accordance with the laws of The Bahamas. Further, by incorporating a declaration specifying the governing law as that of The Bahamas, the testator would effectively and validly segregate those assets from assets outside The Bahamas. The provision extended to non -Bahamas resident persons a level of testamentary freedom over a portion of their estate. Additionally, the recent enactment of the Probate and Administration of Estates Act in 2011 confirms the jurisdiction of the courts of The Bahamas in respect of wills over assets in the country. The Wills Act and the Probate and Administration of Estates Act work in tandem to assist a testator, not resident in The Bahamas, to dispose of assets situated in the jurisdiction and enjoy a measure of freedom in the disposition of those assets.

The governing law provisions of the TCGL Act were integrated into the Foundations Act when that latter statute was enacted in 2004. A primary focus of the Foundations Act is persons in jurisdictions where foundations are more familiar wealth management vehicles than trusts. The inclusion of provisions from the TCGL Act extends protection to assets held in the foundation from claims based on heirship rights and familial relationships. Consequently, Bahamian law governed foundations permit the founders to transfer assets validly into the structure and thereby regulate the distribution of assets without fear that their wishes and intentions would be defeated by forced heirship provisions which exist in their home jurisdictions.

Similarly, in 2011 when The Bahamas introduced a new wealth planning structure, the executive entity, the protections enjoyed under the TCGL Act were embedded in the statute establishing such structure. As with a foundation, pursuant to the Executive Entities Act 2011 (the "EEA"), an executive entity is a legal person upon its establishment and is not owned by any person or persons. The entity is established by charter and may have articles or bylaws to supplement the provisions of its charter regarding its operations. The executive entity may act as a director, trustee, protector, or investment advisor and may hold trust assets. As with Bahamian law trusts and foundations, by including the governing law provisions in section 63 of the EEA, assets held in an executive entity structure are protected against adverse orders from foreign jurisdictions based on heirship rights or matrimonial disputes.

In recognition of the concern that heirship rights and matrimonial disputes could unravel the considered decisions of persons and result in an involuntary distribution of assets, the wealth planning industry in The Bahamas instituted provisions in core legislation to allay such concerns. The above governing law provisions seek to establish the laws of The Bahamas as the exclusive law by which to consider and resolve issues, questions or matters which could arise in connection with trusts, estates, foundations and other structures where the law of The Bahamas has been expressly chosen as the relevant law of those structures. The above mentioned legislation entrenches the freedom to dispose of assets in The Bahamas, unrestrained by the application of foreign law heirship principles or the imposition of orders obtained outside The Bahamas. The governing law provisions also extend to persons not resident in The Bahamas the ability to choose how assets are distributed which will be upheld and supported by the courts of The Bahamas.

***Article first published in STEP LATAM newsletter - March 2019.**

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CASE STUDY

Exclusive Jurisdiction Clauses: Are They Really Exclusive?

Ally Speirs

Early October 2018, the Cayman Islands Court of Appeal made a significant finding in a judgment ***[Argyle Fund SPC Inc. (In Official Liquidation) v BDO Cayman Ltd.]*** *allowing an appeal by the liquidators of a fund against its former auditors, stating that they had no substantial basis for preventing the fund from continuing claims of fraud and gross negligence against affiliate entities in the United States, notwithstanding the exclusive jurisdiction clauses in the engagement letters. Engagement letters which these affiliate entities were not parties to.*

Background

Argyle Fund SPC Inc. ("Argyle") is a Cayman Island Mutual Fund which went into insolvent liquidation on 26 April 2016, purportedly due to significant exposure to debt factoring via investments made through two credit advisors which each perpetrated major frauds at Argyle's expense.

Argyle's auditor, BDO Cayman Ltd. ("BDO Cayman"), was its statutory auditor for the audit years ending 31 December 2006 – 2014, as a result of which audits of the investments held by certain of Argyle's classes would necessarily have had to have been properly scrutinised.

Between 2010 – 2013, Argyle and BDO Cayman entered into four separate audit engagement letters, none of which BDO Cayman's affiliates were a party to.

In 2016, it was discovered that large sums had been misappropriated through fraudulent actions under the control of one of the credit advisors in which it had invested (and which had purportedly been audited).

First Instance – The Anti-Suit Injunction

On 21 June 2017, Argyle commenced the New York proceedings against BDO Cayman as well as BDO Trinity Limited, BDO USA LLP and Schwartz & Co LLP (the "Affiliates") for their alleged failure, over the period of four audits during the years of 2010 to 2013, to bring to Argyle's attention that they were, or may have been a victim to what should have been unmistakable frauds which ultimately brought about its demise. In the New York proceedings, Argyle sought compensatory damages of over US$86 million and punitive damages of not less than US$260 million.

In August of 2017, BDO Cayman filed an *ex parte* application in the Grand Court of the Cayman Islands for an anti-suit injunction to prevent Argyle from being permitted to continue its New York proceedings against BDO Cayman and its Affiliates. Their basis for this application relied on the engagement letters entered into by Argyle, which contained five key clauses under which Argyle was obligated to have any and all disputes arising out of an audit governed by the engagement letters determined by arbitration in the Cayman Islands and, also, solely against BDO Cayman. These clauses where namely (i) The Applicable Law Clause; (ii) Exclusive Jurisdiction Clause (iii) Dispute Resolution Clause (iv) Assignment Clause; and (v) Sole Recourse Clause.

In the first instance, Justice Parker granted the anti-suit injunction, ruling that the New York proceedings were in breach of a number of the clauses in the engagement letters, and the proper forum for Argyle to pursue any claims arising under or in relation to the Engagement Letters was by arbitration solely against BDO Cayman, notwithstanding whether a third party assisted with the audits. Justice Parker also held that BDO Cayman was solely liable for the performance of all of its Affiliates, and Argyle had agreed not to bring claims or proceedings against any Affiliates.

The Cayman Islands Court of Appeal

The Court of Appeal also looked at the same clauses relied on in the first instance and determined that the Judge had erred in his decision.

The Justices of the Court of Appeal agreed that the Sole Recourse clause was a clear covenant not to sue; however, the covenant not to sue the Affiliates was subject to a carve-out, or exception as it were, which stated that Argyle would not bring any claim against any of BDO Cayman's Affiliates or any members of the international BDO network who assisted as supplemental service providers unless there was "any liability, claim, or proceeding *founded on an allegation of fraud or wilful misconduct or other liability that cannot be excluded under the applicable laws*" .

It follows that whether Argyle was free to sue the Affiliates in the New York proceedings it would have to overcome two hurdles. Firstly, whether the New York proceedings against the Affiliates were a *"claim or proceeding founded on an allegation of fraud or wilful misconduct or other liability that cannot be excluded under the applicable laws?"* such that they fall within the exception in the Sole Recourse Clause; and secondly, if the claims were founded on such an allegation, were the New York proceedings brought in breach of the Exclusive Jurisdiction clause?

The Court of Appeal was of the opinion that the allegations of fraud and wilful misconduct did indeed fall within the

exception, thereby advancing past the first hurdle, and to answer part two of the question, they considered the observations of Mr Rabinowitz QC sitting as a Deputy Judge in **Team Y & R Holdings Hong Kong Ltd v Ghossoub** in which he laid out a seven step process in determining when it is appropriate for an exclusive jurisdiction clause to be enforced in relation to proceedings against persons or entities who were not a party to the contract.

In that case, Mr Rabinowitz QC set out that:

1. Whether an exclusive jurisdiction clause should be understood to oblige a contractual party to bring claims in the chosen forum even against a non-contracting party, the clause must be considered as part of the whole contract; language included in other clauses may shed light on what the parties truly intended.
2. The principle that the parties are likely to have intended that all disputes arising out of the relationship they have entered would be decided by the same court cannot apply with the same force when considering claims brought against non-contracting third parties. The starting position should be that "absent plain language to the contrary, the contracting parties are likely to have intended neither to benefit nor prejudice non-contracting third parties".
3. Reference to third parties' position in other clauses, demonstrating that the parties have consciously turned their minds to them, means that the absence of any express mention of third parties in an exclusive jurisdiction clause may be an indication that the clause was not intended to affect third parties.
4. If the abovementioned silence occurs, the fact that any other clause dealing with third parties shows an intention that third parties should not acquire rights as against a contracting party may be a further indication that the clause was not intended to affect third parties. If a particular interpretation of the clause creates a material contractual imbalance, this may lead to indicate that it was not intended to apply as such, as it is unlikely that rational contracting parties would have intended this.
5. If the contract fails to identify any third parties whatsoever, this may be an indication that the clause was only intended to affect the contracting parties.
6. Where contracting parties wish for a claim to be subject to the exclusive jurisdiction clause even where it is brought by or against a non-contracting party, it should be expressed, setting out said intention, and who is to be affected in unambiguous terms in the clause.

After setting out these steps in the judgment, the Court of Appeal held that the exclusive jurisdiction clause did not extend to the claims brought by Argyle against the Affiliates. If BDO Cayman intended for the clause to cover the Affiliates, express wording would have been required.

The Court of Appeal also held that, despite the Dispute Resolution clause calling for arbitration to be the appropriate method for resolution, the carve-out in the Sole Recourse Clause had the effect, intended or not, of allowing Argyle to bring any claim that fell within the carve-out in judicial rather than arbitration proceedings, as the Dispute Resolution Clause could only apply to claims brought by or against parties to the engagement letters.

What does this mean for Service Providers and Contracting Parties?

This is a very significant decision with far-reaching implications on service providers and contracting parties alike. On one hand, this decision sets the stage for companies and funds that have relied on service providers to directly take action against the entity that has actually carried out the work delegated to them by the contracting service provider, thereby widening their pool of potential defendants tenfold.

On the other hand, many have viewed this as an uncommercial decision as it is arguably an established principle in contract law that by agreeing to an exclusive jurisdiction clause, both parties to the contract are to be taken to have agreed and intended for any and all disputes arising out of the relationship entered to be decided in a single jurisdiction, and this decision goes against this principle entirely.

One thing has been made abundantly clear from this decision. As a service provider, the only certain way to ensure that all affiliates outside of the jurisdiction to whom work is delegated are protected from claims arising under a contract is to expressly limit liability in unambiguous terms to non-contracting parties in all relevant clauses – else they may find themselves in proceedings in New York regardless of an exclusive jurisdiction clause.

***Article first published in TerraLex Connections - January 2019 issue.**

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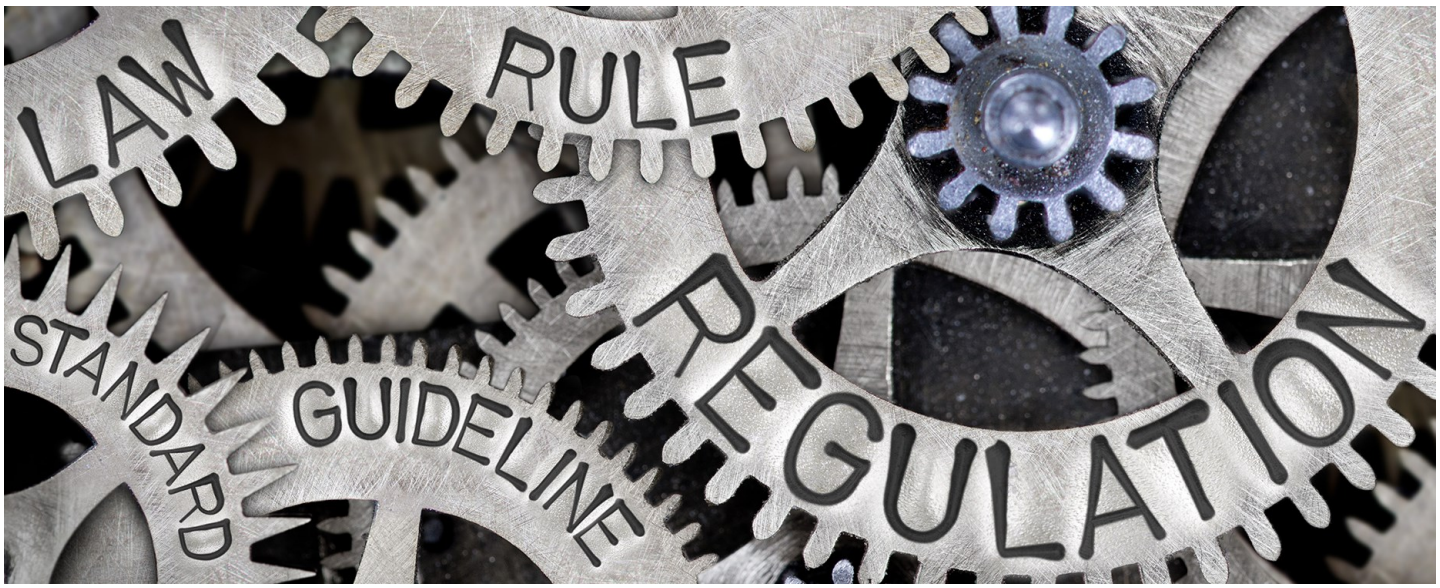
The Private Trust Companies Regulations in the Cayman Islands

Wendy Stenning



The sole purpose of Private Trust Companies ("PTC's") is to act as trustee for a specific trust or trusts. PTC's are commonly used where the assets to be held in trust go beyond the typical investments a professional trustee offering services to the public has expertise in administering. Shares in a family company and interests in a commercial vessel or aircraft are examples of assets typically held on trust by a PTC. The Settlor (or his trusted management team) can remain in administrative control of the family company or persons can be put in place that have specialists skills and qualifications to administer the shares or other unique assets that are held by the PTC.

The Private Trust Companies Regulations ("the Regulations") came into force in August 2008. The Regulations allow for the registration of a PTC with the Cayman Islands Monetary Authority ("CIMA") where the PTC is incorporated in the Cayman Islands and conducts no trust business other than connected trust business. Prior to the Regulations coming into force, one would have been required to obtain a restricted trust licence from CIMA (an option which remains) for conducting such business. This required substantial disclosures and approvals and other ongoing vetting and regulation by CIMA including a capital requirement and the requirement for an annual audit. Under the Regulations, qualifying PTC's now have the choice of a more straightforward registration process.

The Regulations define connected trust business as trust business in respect of trusts of which there is one or more than one contributor to the funds of which are all, in relation to each other, connected persons. Connected persons include those in the same family as provided in the Regulations and those in the same group of companies.

The Regulations were amended on 1 February 2019 and include the changes outlined below.

Amendments to Fees

The amendments provide a welcome reduction of both the initial registration fee and annual registration fee to CI$3,500 (US$4,268.29). A surcharge (not exceeding 1/12 of the annual registration fee for every month or part of a month that the fee remains unpaid) will now be incurred for any failure to pay the annual registration fee on or before 31 January of any year. A fee of CI$300 (US$365.85) has now been introduced where a PTC surrenders its registration.

Inspection of Records

CIMA is entitled at all reasonable times, to inspect all documents and records held or which should be held at the registered office of a PTC (e.g. up to date copies of the trust deed or other documents recording the terms of the trust and the names and addresses of the trustees, contributors, and beneficiaries, and all financial and transactional records of the

company and its connected trust business).

Declarations and Notifications

On registration or as part of the annual declaration to be filed with CIMA on or before 31 January every year a PTC is now required to provide the names and addresses of members (if any) and to file in the form specified by CIMA proof of the identification of the directors and shareholders of the PTC. Matters previously (and still) required to be filed at the time of registration and as part of its annual declaration include: (i) the name of the PTC (which must include the words "Private Trust Company" or the letters "PTC"): (ii) the names and addresses of its directors; (iii) the names and addresses of its shareholders; (iv) the name of the holder of the Trust Licence providing its registered office; (v) confirmation that the company is a PTC incorporated in the Cayman Islands and conducts no business other than connected trust business; and (vi) a declaration that the company is in compliance with the Regulations. CIMA must be notified within 30 days of any change in the information provided to it for the registration of the company.

Director Requirements

Any company registering as a PTC with CIMA or a PTC making any change to the membership of its board of directors on or after the 1 February 2019 must have a natural person appointed as a director.

Cancellation of Registration

CIMA may refuse or cancel the registration of a PTC if it has reasonable grounds to believe that a company or any principal of the company is breaching any applicable laws or that the PTC is not being operated by fit and proper persons. A principal includes – (i) a person who is entitled to exercise control of ten percent or more of the voting power over the PTC or over its parent company; (ii) a person whether a shareholder or not in accordance with whose directions or instructions the directors of the PTC or the directors of its parent company are accustomed to act; or (iii) a director of a PTC. A PTC may also request the cancellation of its registration with CIMA.

Wendy Stenning is a Senior Associate in the firm's Private Client & Wealth Management practice group in the Cayman Islands and she has significant experience advising trust companies and high net worth individuals on the establishment and ongoing administration of a variety of trusts and the registration of private trust companies.
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Partnership Expands in The Bahamas and the Cayman Islands

Audley D. Hanna, Jr.

Francine Bryce

The Partners of Higgs & Johnson wish to announce that and Mr. Audley D. Hanna (Bahamas) and Mrs. Francine E. Bryce (Cayman Islands) have been admitted into the partnership in the respective jurisdictions as at 1st January 2019.

Audley, who joined the Firm in 2008, specializes in commercial litigation with a particular focus on employment law, admiralty law, insurance law and intellectual property litigation. Francine Bryce, who joined the Firm in 2010, advises on all aspects of corporate and commercial law, including investment funds and securities, banking and finance transactions.

Global Managing Director, Oscar N. Johnson, Jr. noted, "On behalf of the Partners, I extend heartfelt congratulations to both Audley and Francine for their ascension to the Partnership, and look forward to the significant contributions which they will both make to the Firm in their respective jurisdictions in this capacity."

Country Managing Partner of the Cayman Office, Gina M. Berry, noted her particular pleasure indicating that "Francine's admission to partnership will undoubtedly strengthen the Cayman platform and the Firm as a whole".

Corporate Bond Deal of the Year

Bonds & Loans Latin America
DEALS OF THE YEAR

Higgs & Johnson acted as the Bahamian legal counsel for the Initial Purchasers (*BAML, Citi, HSBC, Itaú and JPMorgan*) in the Frontera Energy Corporation (TSX: FEC) offering of US$350 Million in senior unsecured notes due 2023 at a coupon rate of 9.70%.

The team on this transaction was led by Partner, Christel Sands-Feaste, a highly experienced commercial lawyer who focuses her practice on corporate and commercial law and Chair of the firm's Financial Services and Securities Practice Groups. She was substantially assisted by Senior Associate, Alexandra Hall and Associate, Nia Rolle.

This highly complex and multi-million dollar matter has now been recognized by Bonds and Loans Latin America: Deals of the Year in the category 'Andes: Corporate Bond Deal of the Year'. Bonds & Loans Latin America Deals of the Year recognised outstanding deals from across Latin American credit markets in 2017/18. The recognition of industry excellence is determined initially by Bonds & Loans editors based on an exhaustive selection process involving examination of case studies, in-depth feedback and discussions with market participants.

New Senior Associates in The Bahamas and Cayman Islands

Ja'Ann M. Major

Congratulations to real estate attorney, Ja'Ann M. Major, on her promotion to Senior Associate in The Bahamas in January.

Ja'Ann has significant experience in real estate acquisitions and sales. She is also experienced in immigration law, probate and estate matters, commercial law and maritime & shipping law and international financing transactions involving Bahamian registered ships and companies.

Darcel Smith-Williamson

Darcel Smith-Williamson joined the Litigation practice group in The Bahamas as a Senior Associate in February.

Darcel has experience in civil and commercial litigation having assisted in numerous litigation matters with a particular focus on share dispute and receivership actions, asset tracing and recovery, construction disputes, employment law, debt collections, insurance, admiralty and family law.

Wendy Stenning

Wendy Stenning joined the Private Client & Wealth Management practice group in the Cayman Islands as a Senior Associate in March.

Wendy is a seasoned trusts attorney who advises trust companies and high net worth individuals. She also focuses her practice on the licensing of trust companies; the registration of private trust companies; the establishment of foundation companies; wills and probate; and estate administration.

2019 Attorney Rankings

Philip C. Dunkley QC
Ranked by Chambers Global and Legal 500 Caribbean

Oscar N. Johnson, Jr.
Ranked by Chambers Global and Legal 500 Caribbean

Gina M. Berry
Ranked by Chambers Global and Legal 500 Caribbean

Dr. Earl A. Cash
Ranked by Chambers Global and Legal 500 Caribbean

Surinder Deal
Ranked by IFLR1000, Chambers Global and Legal 500 Caribbean

Sterling H. Cooke
Ranked by Legal 500 Caribbean

Vivienne M. Gouthro
Ranked by IFLR1000 and Legal 500 Caribbean

Zarina M. Fitzgerald
Ranked by Legal 500 Caribbean

Stephen J. Melvin
Ranked by Chambers Global and Legal 500 Caribbean

Tara Archer-Glasgow
Ranked by Chambers Global and Legal 500 Caribbean

N. Leroy Smith
Ranked by Legal 500 Caribbean

Christel Sands-Feaste
Ranked by IFLR1000, Chambers Global and Legal 500 Caribbean

Tara Cooper Burnside
Ranked by Legal 500 Caribbean

Portia J. Nicholson
Ranked by Legal 500 Caribbean

John Harris
Ranked by Chambers Global and Legal 500 Caribbean

Audley D. Hanna, Jr.
Ranked by Legal 500 Caribbean

Alexandra T. Hall
Ranked by IFLR1000

Heather L. Thompson
Ranked by Chambers Global

Philip S. Boni
Ranked by Legal 500 Caribbean

Higgs & Johnson has received the top tier ranking by leading legal directories IFLR1000, Chambers Global and Legal 500 Caribbean in the respective 2019 editions.

The guide to the world's leading financial law firms, IFLR1000 noted that the firm is "*particularly adept at M&A and financing transactions*" with M&A sources stating that "*they are very user friendly and accustomed to dealing with international work*". The firm is also recognized by regulatory sources for providing excellent service consistently and "*meeting all of our legal needs*".

According to Legal 500 Caribbean, in The Bahamas the firm is said to be, '*One of the best firms around delivering an admirable service*', and that the firm '*knows the local environment and industries very well, provides commercial advice, and commands excellent resources*'. In the Cayman Islands, real estate clients praised the firm noting that it '*stands out for its immediate responsiveness and user-friendly, solution -oriented personal approach, while delivering the highest quality legal work under strict deadlines*' and litigation clients noted that the firm '*renders high levels of service; its lawyers are highly responsive, attentive to clients' needs, and proactive in approach, and employ superb attention to detail*'.

In The Bahamas, Chambers Global recognized the firm for its transactional capabilities, market-leading expertise in trusts and estates, a comprehensive real estate offering and a distinguished disputes team. Clients say that when working with the firm, "*you're going to get a quick turnaround and a comprehensive opinion,*" and find that the partners "*tend to be the authority figures on the matters they work on*." In the Cayman Islands, the firm is singled out for providing "a real business partnership" and ranked in the area of Real Estate, where it is "*a popular choice of representation for real estate finance matters*". The real estate team is highlighted by commentators as being "*very responsive and thorough*" and "*able to deliver amazing results on seemingly impossible deadlines*."

Attorneys Attend Global Relationship Conference

Global Managing Director, Oscar N. Johnson, Jr. and litigation Partner, Tara Archer-Glasgow attended the annual Eversheds Sutherland Global Firm Relationship conference that was held in London. The theme of this year's conference 'Delivering Excellence in a Diverse World' included topics such as diversity and inclusion; data privacy, cybersecurity and blockchain; and unlocking litigation funding for clients. The two-day conference hosted legal experts from over 70 countries.

Aviation Partner Provides Aircraft Registry Update

Michael F. L. Allen addressed proposed upgrades to the aviation regime in The Bahamas at the recent International Business and Finance Summit hosted by the Bahamas Financial Services Board. Mr. Allen gave a progress report on efforts to implement the Cape Town Convention and also highlighted linkages between aviation and financial services by guiding attendees through the development and operation of a lease finance investment structure. Mr. Allen is chairman of the Air Transport Advisory Board.

Trusts Attorney Debates the Existence of '*Tax Havens*' at the IBA Asia Pacific Regional Forum

Heather L. Thompson, Of Counsel, shared her views on the debate on the growing tension between the global move towards transparency and the shroud of secrecy over "tax havens". The event hosted in Tokyo brought together acknowledged experts on different areas of law, with specialist Forum activities that provided attendees with an unparalleled opportunity to keep abreast of legal business developments in the region.

Firm Welcomes New Associates

Nia Rolle joined the **Private Client & Wealth Management** practice group working with Partner, Dr. Earl A. Cash.

Keith Major joined the **Litigation** practice group working with Partner, Tara Archer-Glasgow.

David Hanna joined the **Commercial Transactions** practice group working with Partner, Portia J. Nicholson.

Rhyan Elliott joined the **Litigation** practice group working with Partner, Tara Cooper Burnside.