



**THE ANTIGUA AND BARBUDA**

**491**

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## NOTICES

No. 13

The following **BILL** which is to be introduced into the Parliament of Antigua and Barbuda is circulated with this *Gazette* and forms part thereof:—

### **BILL**

“The Evidence (Special Provisions) (Amendment) Bill, 2016.”

The following **ACTS** are circulated with this *Gazette* and form part thereof:—

### **ACTS**

No. 3 of 2016, “Advanced Passenger Information Act, 2016.”

*16pp Price \$6.10*

No. 4 of 2016, “Immigration and Passport (Amendment) Act, 2016.”

*17pp Price \$6.45*

No. 5 of 2016, “The Prevention of Terrorism (Amendment) Act, 2016.”

*5pp Price \$2.25*

### **ANTIGUA AND BARBUDA**

### **MARRIAGE ACT, CAP 261**

#### **Registration of Church Building**

Pursuant to the Laws of Antigua and Barbuda, Marriage Act Cap 261, the building housing **The Redeemed Christian Church of God, Chapel of Praise, Antigua and Barbuda**, Lower St. John’s Street, St. John’s, Antigua and Barbuda was registered as a place of Christian Worship and a place where Banns of Marriage may be published, on the 9th June 2016.

Given at the High Court of Justice Parliament Drive,  
St. John’s Antigua and Barbuda, this 9th June 2016

*Registrar General.*

### **ANTIGUA AND BARBUDA**

#### **IN THE INDUSTRIAL COURT**

**REFERENCE NO: 68 OF 2013**  
**BETWEEN:**

**MICHELE LONGFORD**

**Employee**

and

**INTERNATIONAL GENERAL ENTERPRISES LTD.**

**t/a INTERTOPS LTD.**

**Employer**

**Before:**

**The Hon. Charlesworth O.D. Brown**

**President**

**The Hon. Dr. Hayden Thomas**

**Member**

**The Hon. Samuel Aymer**

**Member**

**Appearances:**

**Mr. Anderson E. Carty of Antigua & Barbuda Tradesmen & United Workers Federation for the Employee**

Mr. Loy Weste and Lisa Weste of Thomas John & Co., Attorneys-at-Law for the Employer

2014: November 5  
2015: June 2

**JUDGMENT**

**Brown, President**

**Background Facts**

- 1. The Employee was employed by the Employer as a Customer Service Representative with effect from December 2011 at a monthly salary of \$3,500.00.
- 2. The terms and conditions of employment are largely set out in the Contract of Employment dated February 20, 2012. In respect of internet usage, page 5 of the Agreement provides:

**“INTERNET USAGE**

**The Employee agrees to keep their personal Internet usage to an acceptable level. Surfing on the Internet should only be conducted during the Employee’s lunch/evening break.**

Infringement or abuse of personal Internet usage will result in the loss of this privilege or in extreme cases could lead to disciplinary procedures being taken against the Employee.”

- 3. In addition, as to electronic mail, page 6 of the Agreement provides:

**“ELECTRONIC MAIL**

Electronic mail should be used for official Intertops.com business only. Employees should understand that electronic messages are not secure and therefore should not be assumed to be private.”

- 4. Page 6 of the Agreement also deals with unsatisfactory work performance and standards of conduct. In that regard, it provides:

**EXAMPLES OF UNSATISFACTORY WORK PERFORMANCE**

**Employees of Intertops.com are expected to perform their work satisfactorily and maintain excellent standards of conduct. The following examples of unsatisfactory work performance or poor conduct may result in disciplinary action or dismissal. Since it is impossible to identify every possible violation of the standards of conduct, the list below is simply illustrative and is not at all inclusive. Thus, if the management of Intertops.com determines that any employee behavior or performance (not on the list) violates the standards of satisfactory work performance, the employee may be subject to discipline up to and including dismissal.**

- . Rude, discourteous behavior
- . Personal use of company property or equipment....”

- 5. Further, as to grievance procedures, page 7 of the Agreement provides:

**“GRIEVANCE PROCEDURE**

**Under normal circumstances, employees should discuss job-related problems, questions and complaints with their supervisor. The most appropriate solution will often be reached at this level. If this initial contact does not resolve the matter, the complaint should then be referred to the human resource manager.**

**Complaints that cannot be resolved through the administrative structure or department should be submitted to the appropriate official for additional efforts to achieve a settlement.”**

6. During the course of her employment, the Employee was authorized to use the Employer's electronic messaging system known as "Spark" for internal communications with her colleagues primarily for the exchange of customer information and related purposes.
7. On or about March 12, 2013, the Employee became dissatisfied with the Employer's decision to reschedule her "day off" from March 17 to March 16, 2013. As a result, she expressed her dissent and related concerns to her manager Arlington Farquhar, the Employer's Casino Manager (Farquhar) and Elroy Joseph, her immediate Supervisor, (Joseph) with a view to having her previously scheduled "day off" restored. The Employee was assured that the decision would be reviewed and that steps would be taken to address her grievance.
8. On March 12, 2013, while the resolution of the Employee's grievance remained pending, she used "Spark" to engage in an electronic conversation with her colleague Melissa Francis. They exchanged 173 messages over a period of 2 hours and 43 minutes.
9. Selected excerpts from the transcript of the conversation are as follows:

"[10:43PM] Michele: I am so f [REDACTED] pissed of it  
 [10:43 PM] Michele: is not even funny  
 [10:43 PM] Michele: this place is so full of [REDACTED]  
 ...  
 [10:44 PM] Michele: dem [REDACTED] crazy?  
 ...  
 [10:44 PM] Michele: me just tell al by the hook or the crook I will not be in here on sun  
 [10:47 PM] Michele: I told him I'm gonna be real with u there is no way on earth I would give up my family so someone to go and drink rum  
 ...  
 [10:47 PM] Michele: this is ludicris  
 [10:51 PM] Michele: I told him I would not be participating in this nonsense  
 [11:16 PM] Michele: ok this is the final draft I added something  
 [11:16 PM] Michele: Hello Elroy

It was brought to my attention that my day off which would have been on Sunday 17<sup>th</sup> March was taken away and switched to Saturday 16<sup>th</sup> and I am now scheduled to work. I am not happy or in agreement with this change as I had plans for Sunday and although we are trying to accommodate a staff lime no one approached me about whether I had anything planned but rather my days where switched without prior notification. I find this action quite unfair frankly as when we as staff switch days off or our schedules were changed we are asked prior which not the case is.

I have spoken to Arlington about this who has assured that he will have a look at this issue I would appreciate a response once this issue has been reviewed.

Regards,

...  
 [11:25 PM] Michele: yh let them put that [REDACTED] on file  
 [12:53 AM] Michele: [REDACTED] in ya a dem poor running of a business  
 ...  
 [12:53 AM] Michele: but this is absolute height if incompetence  
 [12:53 AM] Michele: Arlington run in here like a doll house  
 ...  
 [12:54 AM] Michele: yes and I really don't [REDACTED] care if he gets upset art this email  
 ...  
 [12:56 AM] Michele: Arlington is such a [REDACTED] [REDACTED]  
 ...  
 [12:57 AM] Michele: trust me if he come at me with this [REDACTED]  
 [12:57 AM] Michele: I will ask him if that even make any sense  
 ...  
 [1:04 AM] Michele: it's utter [REDACTED] nonsense  
 ...

[1:04 AM] Michelele: like I said to him there is NO WAY ON GOD'S GREEN EARTH I WOULD GIVE UP MY DAY OFF WITH MY CHILD TO SOMEONE WHO WANTS TO GO OUT AND CA-ROUSE AND DRINK RUM

[1:05 AM] Michelele: that's exactly what I said

[1:05 AM] Michelele: I told him not a way in hell I give up my Sunday

...

[1:07 AM] Michelele: I hardly ask for switches I mussa ask once if not twice

[1:07 AM] Michelele: so how they go [REDACTED] do me that

....

[1:08 AM] Michelele: yes u r different

[1:08 AM] Michelele: cause u are not an [REDACTED]

...

[1:13 AM] Michelele: who the [REDACTED] else na

....

[1:14 AM] Michelele: when she ppl a work she do all kind of [REDACTED]

...

[1:14 AM] Michelele: chups she ugly rass

...

[1:14 AM] Michelele: wa mek Arlington na pay attention to that shit

[1:15 AM] Michelele: instead of beach lime and drinking rum

[1:15 AM] Michelele: [REDACTED] man

[1:15 AM] Michelele: im so on my back foot

....

[1:16 AM] Michelele: all a them in ya cause [REDACTED] [REDACTED] monkey [REDACTED]

...”

10. On March 14, 2013 the Employee attended a meeting with Mitchell Rathbone, the Employer's Operations Manager (Rathbone), Carol Samuel, its Human Resources Manager (Samuel) and Farquhar. During the meeting Farquhar apologized to the Employee and gave his undertaking to review the matter of the change of the Employee's work schedule.
11. The Employee was required to attend a second meeting on March 14, 2013 by which time the Employee's earlier "Spark" conversation with Melissa had come to the attention of the Employer. When the Employee was presented with a transcript of the conversation, she admitted making the several statements contained therein. The Employer expressed its concerns about the content of the conversation and improper use of its equipment.
12. By letter dated March 15, 2013 the Employee's services were terminated on the grounds of her personal use of the Employer's equipment and her discourteous behaviour. In the dismissal letter the Employer noted its strong disapproval with the Employee's conduct during her working hours and the improper personal use of its equipment. Moreover, the Employer stated that its action of dismissal was being taken pursuant to Section C 59 of the Antigua and Barbuda Labour Code (the Labour Code).

### The Pleadings

13. The Employee's case was set out in her Memorandum filed on December 31 2013, by which she contended:
  - At the material time the Employee was having a conversation with her personal friend and was not aware that the "Spark" system had the capacity to record written messages that could be accessed by the Employer in complete transcript form.
  - The Employee was not made aware that "personal" conversations with her colleagues at work could possibly lead to any form of disciplinary action.
  - Under the circumstances, the dismissal of the Employee is contrary to law and good industrial relations practices and amounts to unfair dismissal.
14. On the other hand, the Employer, by its Memorandum filed on April 2 2014, contended:

- The “Spark” system of communication was improperly used by the Employee to embark on an expletive-riddled tirade to castigate and denigrate the Employer, its managers, her supervisors and colleagues.
- The Employee was guilty of misconduct in relation to her employment which was so serious that the Employer could not reasonably have been expected to take any course other than termination of her employment.

### The Main Issue

15. The main issue for determination by this Court is whether the Employee’s electronic messages on March 12, 2013, as evidenced in the transcript, constituted misconduct for which the Employer was entitled to dismiss her.

### The Labour Code:

16. **Section C58 of the Labour Code** provides for the fair dismissal of an employee if he is guilty of misconduct within the limitations of section C59(1). Those sections provide:

**“C58(1) A dismissal shall not be unfair if the reason assigned by the employer therefor**

- (a) Relates to misconduct of the employee on the job within the limitations of section C59 (1) and (2);**
- (b) ....**

**(2) The test generally, for deciding whether or not a dismissal was fair is whether or not, under the circumstances, the employer acted unreasonably or reasonably.....and the test shall be whether the actual circumstances which existed....would have reasonably led to the employee’s dismissal”**

**“C59(1) An employer may terminate the employment of an employee where the employee has been guilty of misconduct in or in relation to his employment so serious that the employer cannot reasonably be expected to take any course other than termination. Such misconduct includes, but is not limited to situations in which the employee has**

- (a) conducted himself in such a manner as to clearly demonstrate that the employment relationship cannot reasonably be expected to continue; ”**

### The Industrial Court Act

17. **Section 10 (3) of the Industrial Court Act** provides:

**“(3) Notwithstanding anything in this Act or in any other rule of law to the contrary, the Court in the exercise of its powers shall –**

- (a) make such order or award in relation to a dispute before it as it considers fair and just, having regard to the interests of persons immediately concerned and the community as a whole;**
- (b) act in accordance with equity, good conscience and the substantial merits of the case before it, having regard to the principles and practices of good industrial relations and, in particular, the Antigua and Barbuda Labour Code.”**

### Implied Terms of the Employment Contract:

18. Quite apart from express terms, there are implied terms imposed by law which are incidental to every contract of employment. One such term imposes an obligation of mutual trust and confidence between employer and employee. See **Woods v WM Car Services (Peterborough) Ltd [1981] ICR 666** and **Lewis v Motorworld [1986] ICR 157**,
19. In **Neary v. Dean of Westminster [1999] IRLR 288** Lord Jauncey applied the **Lewis** case and held that:

**“Summary dismissal would be justified if the employee had behaved in a manner so inconsistent with the employment as to undermine the fundamental duty of trust and confidence....”**

### Resolving the Main Issue

20. The relevant terms of the contract of employment is a good starting point. It is obvious that the Employer clearly communicated its policies regarding internet usage, electronic mail, unsatisfactory work performance, standards of

conduct and the resolution of grievances. There is no reason to doubt that the Employee was fully aware of these policies.

21. The critical evidence of the Employee is substantially reflected in the Background Facts summarized at paragraphs 1 to 12 above. It was common ground that the transcript admitted into evidence was an accurate reflection of the actual messages sent by the Employee.
22. While giving testimony, the Employee appeared to be an intelligent and forthright person who fully appreciated the nature and content of the terms and conditions of her employment. In particular, she understood the grievance procedure and had set it in motion on March 12, 2013 with her complaints to Joseph and Farquah. The latter promised to “look into the issue”.
23. Further, the Employee appeared to appreciate the full meaning and significance of her expressions in the several electronic messages. Under cross examination, she bluntly and unapologetically admitted uttering the offending expressions, using the Employer’s software on the Employer’s computer while she was at work on the Employer’s premises. When selected expressions she made were put to her she admitted that they were inappropriate.
24. I accept the evidence of Samuel that the Employer’s employees were routinely allowed to use its computer system to exchange pleasantries and personal salutations. Samuel distinguished between the personal use and the improper use of the computer. According to her, the Employer’s concern was not so much about personal use, per se, but more about the improper personal use.
25. Given the nature, purpose and use of “Spark”, the Employee should have known that at least her supervisors and managers were potentially privy to the content of all the messages on that system. Rathbone testified that since “Spark” was a customer service software, it was the job of management to review all the taped messages. In my view, management’s role in that regard is reasonable. I would be surprised if such reviews were not carried out routinely.
26. As far as Samuel and Rathbone were concerned, by uttering the offending words, the Employee was being discourteous to them, her co-workers, supervisors and managers. They shared the view that, by her conduct, the Employee had “castigated and denigrated” the Employer’s managers and staff alike.
27. The Employee explains her conduct by stating that she was “extremely frustrated” by the actions of the Employer and had a “personal conversation” with her friend and work colleague using “the normal means of communication at work”. I see no reason for frustration but even if she was, there is a time and place for everything. The Employee’s conversation with Melissa, as recorded in the transcript, happened at the wrong time, using the wrong means and at the wrong place. Her utterances cannot constitute “normal communication” at work or the type of communication to be effected by “normal means”.
28. Section C59 (1) of the Labour Code clearly empowers an employer to dismiss an employee if two conditions are met. **Firstly**, the employee must be guilty of **serious** misconduct. **Secondly**, the employer must **reasonably** form the view that he has **no choice** but to terminate the employment relationship.
29. “Serious misconduct” is not defined in the Labour Code. However, based on human experience generally and employer / employee relations in particular, there can be no doubt that misconduct may be classified as gross, serious or ordinary. On the facts in this Reference, I do not hesitate to categorize the Employee’s conduct as serious misconduct. Having reached that threshold, the more challenging task is to assess the reasonableness of the Employer’s action in response.
30. In his written submissions after trial, Loy L.A. Weste, Counsel for the Employer referred to **Antigua and Barbuda Industrial Court Reference No. 22 of 2010 Royette Mendes v Complete Security Services Inc.** and reminded the Court that its duty is to decide upon the reasonableness of the action taken by the Employer and not to substitute its own view as to what the Employer should have done. The Employer’s action is an exercise of its discretion. The decision to dismiss should be upheld provided that it falls within a band of responses open to an employer acting reasonably in the circumstances.
31. In assessing the reasonableness or unreasonableness of the Employer’s decision to terminate, I am mindful of the express terms and the obvious overall thrust of the employment agreement set out in part above. The Employee had agreed to **keep her personal Internet usage to an acceptable level**. I interpret this clause widely to include not only the duration of usage but also the type of usage.
32. The Employee herself admitted that her expressions were inappropriate. In my view, given the duration and content of her electronic conversation, the Employee’s personal usage of “Spark” was well beyond a reasonably acceptable level. I find that she was in breach of that clause of the employment agreement.

33. Perhaps most instructively the employment agreement provided that electronic **mail should be for official Inter-tops.com business only**. Moreover, the Employee was reminded that **“electronic messages are not secure and therefore should not be assumed to be private.”** The Employee was also in breach of this clause. Her messages were far from being official business or in furtherance of official business. Moreover, it appears that she ignored the clear warning and made the unfortunate assumption that her conversation was private.
34. The Employer also expressly warned the Employee that **“unsatisfactory work performance or poor conduct may result in disciplinary action or dismissal.”** The Employee was given specific examples and warned that if her **“behavior or performance .... violates the standards of satisfactory work performance, the employee may be subject to discipline up to and including dismissal.”** Two of the specific areas of misconduct listed by the Employer were: **“Rude, discourteous behavior”** and **“Personal use of company property or equipment”**. There is no doubt that the Employee used the Employer’s equipment to be rude and discourteous.
35. Based on the express terms of the employment agreement, the Employer was entitled to either dismiss the Employee or administer a less severe form of disciplinary action. Obviously, the Employer exercised its discretion by electing the most severe punishment within the expressed range. It follows that the question as to whether the Employer acted reasonably or unreasonably must necessarily turn on the Employer’s own assessment of the nature of the Employee’s misconduct and its real, potential or perceived effect on the employment relationship.
36. My consideration of the Employee’s conduct must be done in the context of the facts and surrounding circumstances. In that regard, the Employee’s serious misconduct occurred after she had already set the Grievance Procedure in motion, after which she was assured that the Employer would review the matter. In her own words, the Employee felt assured the change in her schedule of which she complained would be voided.
37. Some types of misconduct go to the heart of the contract and erode or destroy its foundation so that “the employment relationship cannot reasonably be expected to continue”. That is the essence of Section C59 (1) of the Labour Code.
38. In my view, apart from the statutory provisions, it is clear that the Employee/s conduct amounted to a breach of the fundamental implied term imposing the mutual obligation of trust and confidence on the parties. In considering this breach, I ask the question : What was the effect of the Employee’s misconduct on the mind of the Employer?
- 39.. Both Rathbone and Samuel, using apparently rehearsed words, considered the Employee’s utterances to be an “expletive-riddled tirade” used to “denigrate her managers, supervisors, employer and staff members”. According to them, the Employee “castigated and denigrated management and staff alike”. Further, they said that the Employee’s conduct was “unacceptable and was degrading and disrespectful to other members of staff and the Employer”.
40. I find that the inherent nature of the misconduct resulted in a breach of the fundamental implied term imposing a mutual obligation of trust and confidence. Thereafter, the Employer could no longer repose the trust and confidence in the Employee to sustain or restore the employment relationship.
41. In the final analysis, the Employee’s conduct constituted serious misconduct under Section C58 and C59(1) of the Labour Code. The Employer formed “the view that the Employee had been guilty of misconduct in relation to her employment which was so serious that the Employer could not reasonably have been expected to take any other course other than termination of her employment status.”
42. For completeness, I move on to consider whether there are any related facts or surrounding circumstances that could mitigate against the Employee’s dismissal.
43. I have already concluded that the Employee’s alleged frustration provided no justification for her misconduct. Apart from saying she was frustrated, the Employee also said that she was shocked when shown the transcript; that she did not know that the Employer had the capacity to and had been recording her messages. Further, she said that she was never told that she could be fired for having a personal conversation with her colleague at work.
44. In my view, the Employee’s position is untenable. I find no reasonable excuse or explanation that could justify the nature, extent and duration of her misconduct in light of the expressed terms and conditions of her employment.

### Conclusion

45. Considering the range of possible human reaction in the circumstances, the Employer/s characterization of the Employee/s conduct was fair. In the end, the Employer understandably exercised its discretion by taking the most severe course of disciplinary action. The Employer had a good reason for dismissing her under Sections C 58 (1) and C59 (1) of the Labour Code.
46. Further, I also conclude that the Employer acted reasonably in treating the Employee’s misconduct as sufficiently extreme to justify her dismissal. In effect, the Employer has passed the test established in section C 58 (2) of the Labour Code.

47. For the reasons stated above, I resolve the main issue in favour of the Employer and dismiss the Employee’s claim with no order as to costs.

**Dated the 2nd day of June, 2015**

.....  
**HON. CHARLESWORTH O. D. BROWN**  
**PRESIDENT**

**I agree.**

.....  
**HON. DR. HAYDEN THOMAS**  
**MEMBER**

**I also agree**

.....  
**HON. SAMUEL AYMER**  
**MEMBER**

**ANTIGUA AND BARBUDA**

**IN THE INDUSTRIAL COURT**

**REF NO. 11 of 2013**  
**BETWEEN:**

**MALINDA QUINLAND** **Employee**  
**and**  
**GEOTECH COMPANY LIMITED** **Employer**

**Before:**

**Hon. St. Lawrence de Freitas** **Chairman**  
**Hon. Dr. Hayden Thomas** **Member**  
**Hon. Samuel R. Aymer** **Member**

**Appearances:**

**Mr. Anderson E. Carty of the Antigua & Barbuda Tradesmen & United Workers Federation for the Employee**  
**Judith Dublin and Joy Dublin of James, Dublin & Associates for the Employer**

\_\_\_\_\_  
**2014: September 30**  
**2015: May 1**  
\_\_\_\_\_

**JUDGMENT**

**De Freitas – Chairman**

1. By Reference dated 18<sup>th</sup> March, 2013, the employee Malinda Quinland (hereinafter referred to as the “Employee” or “Ms. Quinland”) and who lives at George Street, Green Bay, St. John’s, Antigua, has filed a complaint to the Court that she was unfairly dismissed by her Employer, Geotech Company Limited and that she is entitled to compensation.
  
2. The Geotech Company Ltd (hereinafter referred to as the “Company” or “Employer”) are Civil Engineers involved in general contracting services in Antigua.

**Legal Proceedings**

3. The Employee filed her Memorandum on October 15<sup>th</sup>, 2013, and her Witness Statement on December 10th 2013. These documents were duly served on the Employer on December 12th 2013.
4. By letter dated February 6<sup>th</sup>, 2014, the Court directed the Employer to file their Memorandum and Witness Statement not later than Monday 10 March 2014.
5. By further letter dated April 8<sup>th</sup> 2014, the Employer was reminded by the Court that the original date for filing their Memorandum and Witness Statement had passed and that they were required to make a written application for further extension within seven days.
6. No application was made by the Employer and no Memorandum or Witness Statement was ever received by the Court.
7. On the date of trial, the legal representative of the Employer, in the presence of the Employer's General Manager, Mr. Arthur Bostic, informed the Court that the Employer admitted that the Employee had been "Unfairly Dismissed"

**Employee's Evidence**

8. The Employee gave evidence that her last salary was \$1500.00 per month.
9. The Employee's evidence is that she commenced her employment with the Company in July 2006 as a Messenger/Cleaner and sometimes performed as a Utility Clerk.
10. On February 5th, 2008, she was told that her job as Messenger/Cleaner was made redundant. She was offered a new position as Utility Clerk with new working conditions. While she was in the process of discussing these new working conditions she received a letter dated 30th April, 2008, telling her that the posts of Utility Clerk and that of Cleaner/Messenger will no longer exist and that her employment with the Company was terminated.
11. The Employee told the Court that after she was dismissed she sent several applications to several business places seeking employment. These included The Tides Restaurant, the Labour Department Job Program, Blue Waters Hotel, and Jolly Harbour Resorts. Of the several business establishments to which she sent applications, only one responded saying that there were no vacancies. There was no response from the others.
12. The Employee told the court that she was without work for four years immediately after her termination. She then found employment with Burger King for six months at \$400.00 per week.
13. After the job at Burger King ended, she found odd jobs with a private Caterer on a job basis. She said that she received \$100.00 per job and had approximately 7 of those jobs.
14. The Employee further told the Court that when she was terminated she was given a cheque by the Employer and on advice from her Union Representative that the amount was inadequate, she had returned the cheque.

**Cross Examination**

15. On cross-examination by Ms. Joy Dublin for the Employer, the Employee said that she had not earned any money during the first four years after her termination except from her father and boyfriend.
16. The Employee confirmed and Counsel for the Employer accepted that the cheque in question was returned to the Employer.

**Special Circumstances**

17. The Employee was informed on April 30<sup>th</sup>, 2008, that her position was made "redundant" as of May 1st 2008. She filed a Reference with the Court on March 18<sup>th</sup>, 2013. She further filed her Employee's Memorandum and her Witness statement as noted in paragraph 3 above.
18. Notwithstanding several requests made by the Court to the Employer that they file their Employer's Memorandum and the Employer's Witness Statement, (to wit February 6th 2014, April 8<sup>th</sup>, 2014, September 15<sup>th</sup>, 2014 and then again by a Direction Order of the Court entered September 18<sup>th</sup>, 2014), the court takes special note that the employer had not filed any documents up to and including the date of trial of this matter, nor did they respond to any of the reminders or directives.

19. The Court is cognizant of the fact that the Employee was dismissed in April of 2008 and that to the date of trial in September 2014, is an accumulated period of some 6 years and 5 Months.
20. The Employer's failure or refusal, to respond to the Employee's Reference before this court, (filed some 18 months before the date of trial), notwithstanding the Court's reminders and directives is troubling.
21. The Court frowns at any action or inaction by either the Employer or Employee that has the effect or appearance of ignoring the court.

### **The Law**

22. The Antigua and Barbuda Labour Code – Cap 27

*Section C56 states, "Every employee whose probationary period with an employer has ended shall have the right not to be unfairly dismissed by his employer; and no employer shall dismiss any such employee without just cause."*

23. Industrial Court Act – Cap 214

*Section 10 states*

- (3) *"Notwithstanding anything in this Act or in any other rule of law to the contrary, the Court in the exercise of its powers shall-*
  - (a) *make such order or award in relation to a dispute before it as it considers fair and just, having regard to the interests of the persons immediately concerned and the community as a whole;*
  - (b) *act in accordance with equity, good conscience and the substantial merits of the case before it. Having regard to the principles and practices of good industrial relations and, in particular, the Antigua and Barbuda Labour Code.*

### **Awards**

24. The Employer has admitted that it "unfairly dismissed the Employee" (*see Paragraph 7 above*).
25. An employee who is held to be unfairly dismissed may be entitled to certain awards under specific established headings. The Court hereby makes the following awards in favour of the Employee.

**a) Basic Award - loss of protection from unfair dismissal**

The Employee was employed with Geotech Company Ltd., from July 2006 to May 1<sup>st</sup>, 2008, this is a period of 2 years and ten months. Her last monthly salary was \$1,500.00. She is therefore entitled to  $(\$1500.00) \times (34/12) = \$4,250.00$

**b) Immediate Loss**

It is the duty and responsibility of the dismissed employee "to take proper and reasonable steps to obtain other suitable employment and thereby to mitigate the loss of earnings during that period".

*See Sir Vincent Floissac in the Jennifer Watt case at page 5.*

"The plaintiff is required only to act reasonably, and whether he has done so is a question of fact". *See Halsbury's Laws of England Fourth Edition (Reissue) Volume 12 (1) at paragraph 1042*  
The court finds that the Employee acted reasonably in her efforts to mitigate her loss of earnings during that period. There appears to be no guidelines established for a judicial cap, either articulated by this Court or by statute as a cut-off-point for awards under this head. *See Elliot Streete vs Caribbean Star Airlines. No. 19 of 2005, a matter decided in this Court. Pilgrim, P. the then President of the Court in his dicta at Para. 136 said-*

"No such guidelines for the establishment of a judicial cap in an area where there is no statutory cap have been articulated by this Court for awards to be limited to 'a cut-off point.....at 24 weeks.' Since no guidelines have ever been established it stands to reason *a fortiori* that this Court is not bound by any prior decisions of this Court which seek to establish such a 'cut-off point' during which time all or any employees irrespective of their standing, skill, training, professionalism and or experience and personal history are all expected to obtain suitable alternative employment within a period of 24 weeks."

Notwithstanding her several and reasonable efforts to find employment, the Employee was without work for 4 years before obtaining employment. Her dismissal was effective May 1st 2008 at a period, when due to world and local economic circumstances the job market in Antigua had become difficult. We, therefore, award her a sum equal to a period of 6 months pay. The award is \$1500.00 X 6 = **\$9,000.00**

**c) Manner of Dismissal**

We do not find that the Employee was made less suitable for employment or more liable for selection to be dismissed. The employee is therefore not entitled to any award under this head.

**d) Future Loss**

The employee was dismissed on the 30th April, 2008. The matter came to trial 30th September, 2014. After a period of some six years there is no evidence to support an award under this head.

**e) Notice Pay**

The Employee’s evidence is that she was paid monthly at a rate of \$1,500.00 per month. We, therefore, award her 1 month’s pay in lieu of notice. The award under this head is **\$1,500.00**.

**f) Costs**

We also consider that the subsequent behavior of the Employer in this matter was not in accordance with good industrial practices.

We further find that the Employer’s reluctance to respond to the Employee’s reference filed on the 18<sup>th</sup> March, 2013 (until the matter came to trial on the 30th September, 2014) to be highly irregular. The Employer’s originally failure to admit that they “unfairly dismissed the employee”, and only did so when the matter came to trial some 6 years later. We find that this further inflicted unnecessary hardship and additional expenses on the Employee. The Employer exhibited not only poor judgment in this matter but also contempt in its dealings with the Employee. We feel that these exceptional reasons make it proper to order cost to the employee in accordance with Section 10(2) of the Industrial Court Act. We, therefore, make an award **\$4000.00**.

**Summary of Awards**

26. Basic Award	\$4,250.00
Immediate Loss	9,000.00
Manner of Dismissal	-
Future Loss	-
Notice Pay	1,500.00
Costs	4,000.00
<b>Total Award:</b>	<b>\$18,750.00</b>

27. The award shall be paid by the Employer to the Employee on or before May 29<sup>th</sup>, 2015.

**Dated this the 1st day of May 2015**

.....  
**HON. ST. LAWRENCE DE FREITAS**

**I agree**

.....  
**HON. DR. HAYDEN THOMAS**

**I also agree**

.....  
**HON. SAMUEL R. AYMER**

**IN THE INDUSTRIAL COURT****ANTIGUA AND BARBUDA****REFERENCE NO: 20 of 2013****BETWEEN:****AMIS PENNYFEATHER****Employee****AND****GALLEY BAY INVESTMENT LTD.  
t/a GALLEY BAY ANTIGUA****Employer****Before:****The Hon. Charlesworth O.D. Brown****President****The Hon. Samuel A. Aymer****Member****Appearances:****Mr. Anderson E. Carty of Antigua & Barbuda Tradesmen & United Workers Federation for the Employee****Mrs. Tamara M. E. Khan of Stapleton Chambers, Attorneys-at-Law for the Employer**


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**2015: January 21, 30  
March 20**

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**DECISION ON ASSESSMENT OF COMPENSATION**

1. The Employee's employment as a Grounds Attendant with the Employer commenced on 25th November 2004. At the date of his dismissal on 15th February 2007 he was earning wages of \$348.40 per week. He also earned an average of \$150.00 per week as his share of the "service charge".
2. By this Reference filed on 18th March 2013, the Employee complained that he was unfairly dismissed. His Memorandum of Claim (Employee's Memorandum) was filed on 17th February 2014. The Employer failed or refused to file its Memorandum of Defence (Employer's Memorandum)
3. By Notice of Application for Judgment in Default filed 15th October 2014, the Employee applied for Judgment in his favour consequent upon the Employer's failure to file its Memorandum of Defence (Employer's Memorandum) pursuant to:
  - a) The Court's Requisition dated on 20th February 2014 requiring that the Employer's Memorandum be filed and served by 17th March 2014.
  - b) The Court's extension of time, up to 17th April 2014 granted by letter dated 24th March 2014, within which to file and serve the Employer's Memorandum.
  - c) The Court's further extension of time up to 30th September 2014, granted by Order made at the Call Over hearing on September 08, 2014, within which to file and serve the Employer's Memorandum.
4. By Directions Order made on 02nd January, 2015 the Employer was given an opportunity to oppose the Application for Default Judgment which was set down for hearing on 21st January 2015. The Employer was served with the Order on January 5, 2015 but filed nothing to oppose the Application.
5. At the hearing on 21st January 2015, Mrs. Tamara M. Evelyn Khan, Counsel for the Employer, offered no resistance to the Application and graciously consented to the entry of Default Judgment in favour of the Employee in respect of liability only. For his part, Mr. Carty emphasized the Employer's obvious disregard for the Court's Requisitions, Extensions of time and Orders. He also underscored that the unnecessary delays were prejudicial to the Employee.

6. As to the quantum of compensation, Mrs. Khan also conceded that the Employer was liable to the Employee for amounts due to him for loss of protection from unfair dismissal; payment in lieu of vacation; and notice pay.
7. After hearing both Counsel, it was ordered that:
- a) **Judgment on liability be entered for the Employee;**
  - b) **The Parties be at liberty to file submissions on quantum no later than 28th January, 2015;**
  - c) **Further hearing for the assessment of compensation be adjourned to 30th January, 2015;**
  - d) **The Employer do pay costs in the sum of \$1,000 to the Employee no later than 28th January, 2015.**
8. At the commencement of the adjourned hearing on 30th January, 2015 in response to a submission by Mr. Carty, Mrs. Khan conceded that the Employee should be awarded two days pay to which he was entitled at the time of dismissal. Therefore, the amount awarded under this head is **\$139.36** (\$69.68 X 2).
9. In the absence of pertinent evidence in his witness statement, the Court invited the Employee to give evidence on oath in respect of his efforts to mitigate his loss. He gave evidence of his efforts to find work at other hotels. He said that after his dismissal on February 15, 2007, he was unable to find another job until September, 2007, when he commenced working at Vere's Trucking, as an assistant on a block delivery truck and a concrete pump truck. That employment lasted up to January, 2008 and he was paid \$420.00 per week. The Employee is now employed by The Antigua and Barbuda Port Authority where he earns \$412.00 per week.
10. By her submission filed on 28th January, 2015 Mrs. Khan raised the issue of the Employee's contribution to his dismissal. While her statement of the principles of law in respect of an employee's contributory conduct were correct, we are not satisfied that they should be applied in this case in the light of the limited evidence before us. Accordingly, we decline to find that the Employee contributed to his dismissal.
11. Mrs. Khan reiterated the heads of compensation which were not in dispute, and proposed that awards be made as follows:
- |    |   |                   |
|----|---|-------------------|
| a) | Basic award for loss of protection: 27 days @ 69.68 per day | <b>\$1,881.36</b> |
| b) | Payment in lieu of vacation: 3 days @69.68                  | <b>\$ 209.04</b>  |
| c) | Notice Pay: 1 week @ 348.40                                 | <b>\$ 348.40</b>  |
|    |   | <b>Total:</b>     |
|    |   | <b>\$2,438.80</b> |
12. Mr. Carty confirmed his acceptance of Mrs. Khan's proposals as set out in paragraph 11 above. Accordingly, the awards under those heads and the award for unpaid wages are made by consent.
13. As to additional compensation under other heads of loss, Mrs. Khan contended that 8 weeks pay at \$348.40 per week, making a total of \$2,787.20, should suffice. On the other hand, Mr. Carty submitted that the Employee should be compensated for a longer period including the six month period of loss immediately after the dismissal. He further submitted that the Court should also take into consideration the intermittent nature of the Employee's subsequent employment until the commencement of his current employment.
14. Taking into consideration the evidence of the Employee and the submissions made by both Counsel, we are of the firm view that the Employee should be compensated for a period of loss less than six months. In that regard, we award him the sum of **\$2,090.40** (\$348.40 X 6) representing his loss for the first six weeks of the period of his unemployment. In addition, we make a further award in respect of his period of self employment when he earned \$200.00 per week. Under this sub-head we award the sum of **\$593.60** representing his loss for a period of 4 weeks at the rate of \$148.40 (\$348.40 – \$200.00) per week
15. Mr. Carty also claimed compensation under the heads of future loss and manner of dismissal. We find no bases for any awards under those heads.
16. The Employee is also entitled to recover an award for Fringe Benefits to which he was entitled during his employment. In his Witness Statement confirmed by him on oath at the hearing, the Employee states that, apart from his basic wages, he earned a "1-point service charge which average at \$150.00 per week." That evidence remains unchallenged but no award for the loss of service charge was agreed. In the circumstances, we award the additional sum of **\$1,500.00** (10 weeks @ \$150.00) as loss of Fringe Benefits.

17. The final awards under the respective heads are as follows:

a)	<b>Unpaid wages</b>	<b>\$ 139.36</b>
b)	<b>Vacation pay</b>	<b>\$ 209.04</b>
c)	<b>Notice pay</b>	<b>\$ 348.40</b>
d)	<b>Basic award</b>	<b>\$1,881.36</b>
e)	<b>Immediate loss</b>	<b>\$2,684.00</b>
f)	<b>Fringe Benefits</b>	<b><u>\$1,500.00</u></b>
	<b>Total</b>	<b>\$6,762.16</b>

18. The Employer shall pay the total sum of \$6,762.16 to the Employee on or before the 10th April, 2015.

**Dated the 20th day of March, 2015**

.....  
**HON. CHARLESWORTH O.D. BROWN**  
**PRESIDENT**

.....  
**HON. SAMUEL AYMER**  
**MEMBER**

**REPRESENTATION OF THE PEOPLE ACT, CAP. 379**

In accordance with the provision of the Representation of the People Act, Cap. 379, it is notified for general information that copies of the List of persons who have applied to be registered as Electors during the period **1st to 31st May, 2016** have been posted in the respective Constituencies of Antigua and Barbuda and at the Electoral Commission, Queen Elizabeth Highway.

Claims and Objections should be filed with each Registration Officer on or before **1st July, 2016** on a form which can be obtained from him/her.

Particulars where Lists are posted and location of the Registration Officers are as follows:—

<i>Constituency</i>	<i>Office Location and/or Residence/Names</i>	<i>Places where lists are displayed</i>
1. <b>St. John’s City West</b>	Villa Primary School <b>Mrs. Sally Ann Browne</b> <i>Registration Officer</i>	Vick’s Place, St. John’s Street; Antigua Worker’s Union Hall, Newgate Street; R & B Best Buy; Leaze’s Superette, Amy Byers Street, Percival Gas Station, Fort Road.
2. <b>St. John’s City East</b>	Peace Corps Building Factory Road <b>Mr. Dave Browne</b> <i>Registration Officer</i>	Spring Garden; Brodie’s Shop; ALP St. John’s City East Branch; Mrs. Anthony’s Shop; Silver Streak Bakery; UPP St. John’s City East Branch.
4. <b>St. John’s Rural West</b>	Multipurpose Centre <b>Ms. Veronica Joseph</b> <i>Registration Officer</i>	Highway Pub, Five Islands; Exhibition & Cultural Centre; Greenbay Police Station.
5. <b>St. John’s Rural South</b>	Agricultural Extension Division Valley Road <b>Miss Nicole Christian</b> <i>Registration Officer</i>	Health Centre, All Saints Road; Carmen’s Retail Shop, Ottos New Town; Agricultural Extension Division, Valley Road; Golden Grove Service Station, Golden Grove Main Road; Dagan’s Bakery, Baxter Street.
6. <b>St. John’s Rural East</b>	Chaia Building (Local Government Office) Cross Street <b>Ms. Valerie Gonsalves-Barreiro</b> <i>Registration Officer</i>	Walts Supermarket; Christo’s Supermarket; Ragens (Rawlins) Supermarket; Wheels Supermarket

7. <b>St. John's Rural North</b>	Peace Corps Building Factory Road <b>Mrs. Jeff Michael</b> <i>Registration Officer</i>	First Choice Supermarket, Anchorage Road; Kareem's Supermarket, Yorks; Extreme Health & Fitness Ltd., Friars Hill Development; Cedar Grove Primary School; North Shore Supermarket, Coolidge Police Station
8. <b>St. Mary's North</b>	Molyneaux Building Golden Grove <b>Mr. Ralph Henry</b> <i>Registration Officer</i>	Jennings Clinic; Bendals Clinic; Browne's Avenue Clinic.
10. <b>All Saint East &amp; St. Luke</b>	Former All Saints Health Clinic <b>Mr. Ian Hughes</b> <i>Registration Officer</i>	Coles Supermarket, All Saints; P.J. Supermarket, Swetes; A.J. Superette, Swetes; Carty's Shop, John Hughes; Ponds View Superette, Old Road; Fadie's Restaurant, All Saints; Money Barbershop, Old Road.
11. <b>All Saints West</b>	Former All Saints Clinic <b>Mrs. Janet Proctor</b> <i>Registration Officer</i>	All Saints Police Station; Verdellas Shop, Buckleys; LICS Ltd., All Saints Road; Risk Takers Supermarket, Freemansville; Country Harlem Supermarket, Seaview Farm;
12. <b>St. George</b>	Potters Primary School <b>Ms. Generis Robinson</b> <i>Registration Officer</i>	C & J Supermarket, New Winthropes; Mr. Peter's Shop, Barnes Hill; New Winthropes School, Judges Hill; Ms. Adie's Shop, Pigotts; CIC Food Emporium, Pigotts; Mussington Supermarket, Pigotts; Richardson Supermarket, Potters; D's Superette/Sassy Wholesale, Potters Main Road; Jay & Jen Superette, Potters.
13. <b>St. Peter</b>	Parham Primary School <b>Ms. Tracelyn Hendrickson</b> <i>Registration Officer</i>	Parham Clinic; Parham Police Station; Pares Village Clinic; Welsh's Supermarket, Pares Village; KRAMM Distributors, Factory Road.
14. <b>St. Philip North</b>	St. Batholomew Centre <b>Ms. Nesta Baltimore</b> <i>Registration Officer</i>	Ruth Nicholas Shop, Seatons; Supermarket, Glanvilles; Willikies Police Station; Ms. Thomas' Shop, Willikies; Phylis Peters Shop, Newfield; Glanvilles Service Station.
16. <b>St. Paul</b>	Gracehill Moravian Church <b>Ms. Albertine Richards</b> <i>Registration Officer</i>	Liberta Police Station; Dockyard Police Station; Spencer's Supermarket, Liberta; Bailey's Supermarket, Falmouth.
17. <b>Barbuda</b>	Handicraft Centre <b>Mr. Mulvane George</b> <i>Registration Officer</i>	Burton's Supermarket; Barbuda Post Office; Handicraft Centre; Barbuda Police Station.

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. JOHN'S CITY WEST Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. John's City West Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Mrs. Sally Ann Browne,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. JOHN'S CITY EAST Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. John's City East Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Mr. Dave Browne,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. JOHN'S RURAL WEST Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. John's Rural West Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Ms Veronica Joseph,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections**

**For the ST. JOHN'S RURAL SOUTH Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. John's Rural South Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Miss Nicole Christian,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. JOHN'S RURAL EAST Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. John's Rural East Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Ms. Valerie Gonsalves-Berreiro,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. JOHN'S RURAL NORTH Constituency  
Representation of the People Act, Cap. 379**

**Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. John's Rural North Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Mrs. Jeff Michael,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. MARY'S NORTH Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. Mary's North Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Mr. Ralph Henry,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ALL SAINTS EAST & ST. LUKE Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **All Saints East & St. Luke Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Mr. Ian Hughes,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ALL SAINTS WEST Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **All Saints West Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Mrs. Janet Proctor,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. GEORGE Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. George Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Mrs. Generis Robinson,**  
*Registration Officer,*  
*for the said Constituency.*

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**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. PETER Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. Peter Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Ms. Judith Phillip,**  
*Acting Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. PHILIP NORTH Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. Philip North Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Ms. Nesta Baltimore,**  
*Registration Officer,*  
*for the said Constituency.*

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**FORM 5**

**Notice as to Making Claims and Objections  
For the ST. PAUL Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **St. Paul Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Ms. Albertine Richards,**  
*Registration Officer,*  
*for the said Constituency.*

**FORM 5**

**Notice as to Making Claims and Objections  
For the BARBUDA Constituency  
Representation of the People Act, Cap. 379  
Registration Regulations**

(Regulation 15)

**NOTICE** is hereby given that Claims and Objections with respect to the electors' lists published on the **8th June, 2016** shall be made to the Registration Officer for the **Barbuda Constituency** commencing on the **9th June, 2016** between the hours of 9 a.m. and 4 p.m. and ending on the **1st July, 2016**.

**NOTICE** is also given that on the hearing of a claim the person making the claim, and on the hearing of an objection, the objector and the person objected to, and on the hearing of either any other person who appears to the Registration Officer to be interested, shall be entitled to appear

and be heard either in person or by any other person on his/her behalf or by counsel.

**NOTICE** is also given that the right to appear and be heard includes the right to lodge with the Registration Officer any written representations that he may wish to make.

**Ms. Lorna Simon,**  
*for Registration Officer,*  
*for the said Constituency.*