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The Inquisitor

YEAR IN REVIEW

01

YEAR IN REVIEW

A MESSAGE FROM THE SENIOR PARTNER

Jerome Lee

Senior Partner

Greetings from the Partners, Consultants, Associates and Staff at DunnCox.

2021 has been a year full of challenges as the population, including the Firm, has had to fully grapple with the effects of the COVID-19 pandemic. This second year of the pandemic did not make it any easier to negotiate and familiarity did not bring any respite from the uncertainty, fatigue, lockdowns and curfews. New words and phrases – "no-movement days", "anti-vaxers", "global supply chain" and the "R-number" and others entered our vocabulary pretty quickly.

Faced with this unprecedented disruption to the Society, DunnCox met these challenges and continues to provide the highest standard of service in an efficient and timely manner rendering advice, legal representation and work products to our clients both here in Jamaica and abroad. Business, commercial and other transactional activities have been significantly affected by the pandemic but to the extent that our clients continued to be involved in such activities, albeit sometimes with fluctuating fortunes, we readily responded when called upon.

Our firm has maintained the high quality of uninterrupted service by adopting and ensuing strict adherence to COVID-19 protocols for a safe work environment. We have encouraged our members to take advantage of being vaccinated and provided time and opportunities for that to be done. Over 80% of our staff have been vaccinated (either fully or had the first injection). We have expanded the use of video conferring technology to interact with clients, other attorneys and the court system. The firm has invested in equipment and technology which allow our attorneys to work remotely and to have uninterrupted access to the firm's computer system/data base at any and all times.

We have extended and deepened our socio-legal interaction with the reach and impact of our attorneys. There were bespoke virtual presentations to key players and organizations in corporate Jamaica by way of major webinars, television interviews, newspaper articles and some 30 radio interviews on topical or general legal issues tailored for a corporate audience.

In 2022, the New Year will bring fresh challenges and perhaps open new vistas. We expect as Jamaicans become accustomed to living with the virus that businesses and other activities will increase and grow as the world returns to some semblance of normality. Our firm remains ready and will rise to the occasion and be there to offer solutions and service to our clients as we have done over the last 78 years. Going forward, we remain committed to the continuing development of our human resources as well as our infrastructure so as to enhance our service delivery to our clients.

We express sincere gratitude to our clients who have journeyed with us in these uncharted times and to all our staff in all departments who continue to give yeoman service and contributed to a successful 2021. We wish for all a prosperous New Year.

Not all money is created equal

By Roxanne Miller
Partner, Corporate & Commercial Dept.

In olden times people would barter. Ten coconuts could be worth one goat, or 2 loaves of bread could be fairly exchanged for a dozen eggs. The barter system would work until a person had a jug of palm oil and needed fish but the fisherman needs worms and not oil. This conundrum caused people to turn to something everyone agreed was valuable and could be readily exchanged for any good or service. Gold then entered the party. Eventually bankers would store their customers' gold and issue them with banknotes as evidence of the deposit. The depositors then used these banknotes to pay for goods. The traders would accept these banknotes with the confidence that they could exchange them at the bank for the applicable units of gold.

The use of the banknotes became ubiquitous with so much faith being placed in them that many persons stopped collecting the gold from the bank. They were content to continually accept and pay over the banknotes for goods and services. The banknotes themselves became widely accepted currency and thus money.

Centuries later, central governments saw the need for their respective countries to have one formal currency and passed laws accordingly. At present, not only do many countries have laws that impose one, and only one, national currency, the laws also specify that only one authority can issue this currency, this is usually the country's central bank. In Jamaica, the legal tender is the Jamaican Dollar issued by the Bank of Jamaica. The BOJ has the sole right to issue Jamaican currency.

Importantly, the BOJ is required to hold assets sufficient to cover the value of the total amount of notes and coins in circulation at any given time. The currency is therefore backed by the assets of the Central Bank, an institution duly appointed and authorised to do so by Parliament. While a person cannot go the BOJ to exchange a J$1,000 note for a gold bar, the relevant legal provisions give the holder confidence that the note is money. The laws of Jamaica's major trading partners, give Jamaican consumers similar confidence when they use the US Dollar, Pound Sterling, and the Canadian Dollar.

As more transactions take place online, the need for physical banknotes is diminishing. The BOJ, quite proactively, has authorised the minting of digital currency. This is currency issued in a digital format by the Central Bank, in its capacity as the sole issuer of the legal tender of Jamaica. This type of currency is helpfully labelled, central bank digital currency (CBDC).
The benefits of CBDC over physical notes are numerous. They include being environmentally friendly and cheaper to create and distribute. CBDC encourages greater distribution channels for money as it no longer relies solely on traditional banks but now any regulated electronic wallet provider can "onboard" customers thereby increasing financial inclusion. CBDC can therefore encourage competition in the payment/finance sphere.

Persons who already engage in electronic banking/ payments may not see much difference but the currently unbanked persons will benefit from the ease of use and storage of the CBDC which alleviates many of the security concerns associated with physical cash. The technology is such that CBDC can be stored and transacted offline which is unheard of for current electronic money transfers.

Importantly CBDC is independent of the electronic wallet providers, whether those providers are banks, building societies or even utility companies. Its existence and operation is not at the discretion of unregulated private enterprises. This fact segues nicely into the next point – CBDC is not cryptocurrency.

Cryptocurrency is an electronic form of money created and sustained through cryptography. A ruling in a recent English case Litecoin Foundation v Inshallah Ltd and others [2021] EWHC 1998 (Ch) described it as "…a peer-to-peer decentralized network which may be used as a means of electronic payment for goods or services. Anyone with the relevant computer hardware and software can create or "mine"…" cryptocurrency. In other words, cryptocurrency is a digital asset issued by private enterprises/persons in a peer-to-peer network. It is not issued by the central bank of any country. As at the date this article, the media has only reported one country, El Salvador, that has approved Bitcoin, a popular cryptocurrency, as legal tender. There are obvious advantages to using cryptocurrency in that traders and consumers across countries can agree a price without exchange rate concerns and the lack of traditional banking regulation makes its use relatively easy. However, what happens when multiple players in the business world refuse to accept one or more forms of cryptocurrency? There are no legal obligations on third parties relating to its acceptance or encashment.

There are assets that, without question, have a ready market in which they can be bought or sold, are accepted in settlement of debts and are universally acknowledged as a store of value. Blue chip stocks, and gold and other precious metals are real world examples. However, where these assets are issued by and at the will of private sector entities and the issuers of the asset do not have legal authority and obligations relating to, prudential regulation, maintenance of the country's payment networks and consumer protection in the financial sector, they are simply assets and not legal tender.

This article is intended to provide general information only and is not to be relied on in place of legal advice. Roxanne Miller is an Attorney-at-Law at the law firm DunnCox. You may contact her at Roxanne.miller@dunncox.com.

UNMASKING THE ANONYMOUS WRONGDOER

Mrs. Julianne Mais Cox, Partner

What happens when a potential litigant wishes to sue but cannot proceed as the identity of the wrongdoer is unknown? What if you have been defrauded, you know the identity of the fraudster but no proceedings are possible or you cannot properly plead your case without crucial information - that "missing piece of the jigsaw"? Perhaps confidential information has been leaked but you do not know who is responsible?

Reposed in the civil courts is the jurisdiction to grant what is known as the Norwich Pharmacal Order. A court may grant this discretionary remedy, in appropriate cases, to compel third parties innocently 'mixed up' in wrongdoing to produce documentation and information relevant to that wrongdoing, or to unmask the identity of the perpetrators.

The locus classicus of the jurisdiction to grant these unmasking orders is the 1974 U.K. House of Lords case of the same name, Norwich Pharmacal v Customs and Excise Commissioners. The facts, in brief, were that the American corporation, Norwich Pharmacal, owned the patent for a chemical compound, and with its U.K. based subsidiary/licensee, Smith Kline & French Laboratories, claimed that a large volume of counterfeit compound was being imported to the U.K. by persons unknown. Norwich and Smith Kline wished the importers to be held responsible for patent infringement. It formally asked the U.K. Customs and Excise to release the names and addresses of the importers, which request was refused on the basis that this information was confidential. The U.K. Court of Appeal agreed with the customs officials, but that decision was later reversed on appeal to the House of Lords. Although there was no claim to be made against U.K. Customs whose officials were merely exercising their statutory duty, without action on their part the infringement could not have been committed and without the identity of the importers, Norwich and Smith Kline could take no action against them. As expressed by the court, when "a person through no fault of his own gets mixed up in the tortious acts of others so as to facilitate their wrongdoing… justice requires that he should co-operate in righting the wrong if he unwittingly facilitated its perpetration." The court found, essentially that there was a free standing duty to disclose unless there is some consideration of public policy that dictates otherwise.

As it has developed, the 'wrongdoing' alleged need not be a tortious act but may be a crime, breach of contract, equitable wrong or contempt of court. The flexibility of the Norwich Pharmacal jurisdiction is evident looking at the diverse cases in which it has been ordered. Apart from intellectual property infringement, examples of its utility have included as a vehicle in the unravelling of complex fraud in common law jurisdictions including Jamaica, to compel trustees to identify beneficiaries, to facilitate financial disclosure by a company not a party to the litigation in proceedings pertaining to its deceased shareholder's estate, and to compel disclosure by Facebook when it refused to identify the unknown possible defendant who had instructed it to delete the account of the gentleman (with whom the applicant had had a long term relationship) following his death resulting in the irrecoverable deletion of all posted material.

Norwich Pharmacal Orders have oft been applied to disclosure from banks in various circumstances that can override the duties of confidentiality ordinarily applicable. In 2019, for instance, Barclays Bank PLC was compelled by a Norwich Pharmacal Order to reveal to a Lebanese company the account information for one of its customers. The company was in the midst of negotiations with its suppliers and during the email exchange of information received various invoices from the supplier and was provided the bank account details to make the transfer. The company later realized that it had been deceived into sending the money to the wrong account by an unknown fraudster using a confusingly similar but different email address to its supplier's domain. The court was satisfied that this was no fishing expedition against the bank. While the company would not know until receipt of the information whether the same would lead it to the fraudster or to an innocent account holder whose own information had been hacked, there was no other way for the company to identify the right person against whom to bring a claim for damages.

There is no question that Norwich Pharmacal Orders can provide valuable equitable relief where there is no or limited legal recourse without unmasking through third party disclosure. Developing over years through jurisprudence, the flexibility of this now more mature albeit exceptional remedy was described in a 2018 decision of the Supreme Court (a decision upheld by the Court of Appeal in November 2020), as "dynamic and adaptable to various situations and should therefore be considered on a case by case basis with the objective of ensuring a fair trial." Therein lies the beating heart of Norwich Pharmacal relief – vindication of legal rights in the interests of justice.

This article is intended to provide general information only and is not to be relied on in place of legal advice. Julianne Mais Cox is an Attorney-at-Law at the law firm DunnCox. You may contact her at Julianne.mais@dunncox.com.

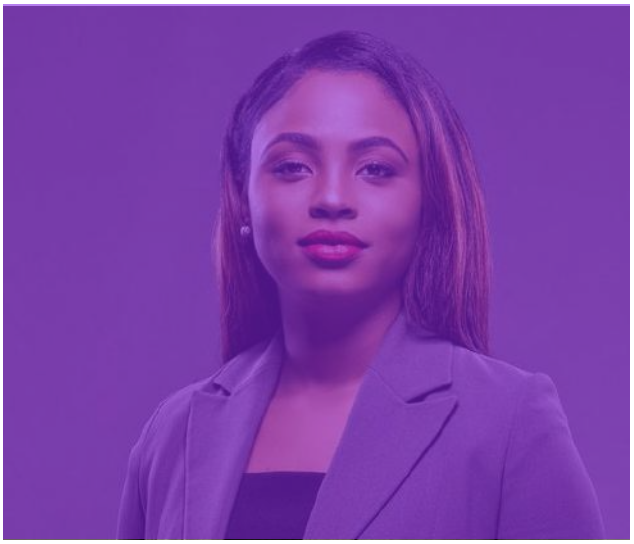
THE LEGAL LANDSCAPE | LEGAL RADIO PROGRAM

WEDNESDAYS ON THE EDGE 105 FM

The Legal Landscape is aired every Wednesday during Home Run at 5:30 PM, on the Edge 105 FM.

Season 3 of The Legal Landscape began on October 27, 2021 when Partner at DunnCox Attorneys-at-Law, Mr. Jonathan Morgan discussed The Pandora Papers: A Jamaican Perspective. This and other episodes of the legal radio program can be heard on DunnCox's YouTube Channel.

Click **HERE** to listen to all episodes of The Legal Landscape.



Webinars & Presentations

01/27

THE LATEST DEVELOPMENTS OF THE SPECIAL ECONOMIC ZONE REGIME AND FUTURE OPPORTUNITIES IN JAMAICA FOR INVESTMENT

This webinar was arranged by the Jamaica Chamber of Commerce (JCC) to demystify the SEZ regime, the roles and obligations of various SEZ entities, the role of the Authority, opportunities for investment under the regime and the requirements to apply. The presenters were Dr. Eric Deans, Chairman, Jamaica Logistics Hub Task Force and Chief Executive Officer, Jamaica Special Economic Zone Authority and Ms. Chantal Bennett, Associate, DunnCox.

06/21

BUSINESS RECOVERY IN THE TOURISM INDUSTRY – VACCINATION POLICIES AND WORKFORCE RESTRUCTURING.

This webinar was presented by DunnCox Attorneys-at-Law in partnership with the Jamaica Hotel & Tourist Association (JHTA) and the Jamaica Chamber of Commerce (JCC). The panel consisted of Mr. Clifton Readers, President of JHTA and General Manager for Moon Palace Jamaica; Mr. Emile Leiba and Mr. Jonathan Morgan, Partners at DunnCox Attorneys-at-Law.

Click **here** to watch the webinar.

09/29

THE COVID 19 VACCINE, EMPLOYERS AND EMPLOYEES

This informative session was presented to members of the Global Services Association of Jamaica. The guest presenters were Partner, Mr. Jonathan Morgan and Associate, Ms. Chantal Bennett.

11/12

WILLS & ESTATE PLANNING

This webinar was curated in partnership with the Caribbean Community for Retired Persons (CCRP). The panelists were Mrs. Jean Lowrie-Chin, Executive Chairman of CCRP, Mrs. Helen Evelyn, Partner at DunnCox and Ms. Christina Brown, Associate at DunnCox.

EXCLUSIVE

OBLIGATIONS TO LEND – PART I – WHEN DO THEY ARISE?

Contributed by Ms. Topaz Johnson, Partner

The attitude towards and ability to lend money inevitably change during times of economic uncertainty. So, in these times the question as to whether lenders are legally obliged to provide funding to potential borrowers becomes particularly pertinent. This article looks at instances in which these types of obligations can arise. In Part II of this article, consequences of a wrongful refusal to lend and how lenders may seek to avoid such obligations will be explored.

Determining whether there is an Obligation

For term loans a claim based on an "obligation to lend" could be based on a failure to disburse funds at all. There have been cases in which borrowers have claimed that lenders failed in their obligation to advance further loans to complete projects.

THE APPLICATION OF THE OBJECTIVE TEST EXAMINES WHAT THE PARTIES SAID AND DID AND NOT WHAT THEY INTENDED TO SAY OR DO.

It is contract law which decides questions as to the loan agreement parties' various obligations, in the absence of any property right created by way of security. Evaluating the obligation to lend therefore includes determining whether there is a binding contract to advance funds and whether under the terms of that contract the lender has grounds to refuse to advance those funds.

Loan Origination

Smaller loans are often made by use of a commitment (or facility) letter from the lender which contains the basic terms of the loan and constitutes an offer, which is accepted by the borrower. However, in larger loans it is usual that the letter is followed by formal documentation. The commitment letter in the latter situation may constitute: (a) a binding obligation to lend, (b) a commitment to lend if certain conditions are met, or (c) an expression of intent to enter a contract.

A contract is formed when there has been an offer made, when that offer is accepted, when consideration passes between the parties, provided that the parties intend to create legal relations. Financing contracts are often created through on-going discussions, lengthy negotiation processes and in stages.

Intention to Enter into Legal Relations

An important question is whether the parties, objectively speaking, can be said to have intended for an agreement to have been reached. The application of the objective test examines what the parties said and did and not what they intended to say or do.

Market Practice, Conduct of Parties and Terminology

A modern application of the objective test for intention is seen in Bear Stearns Bank plc v Forum Global Equity Ltd. The main issue in this case was whether the Claimants ("Bear Stearns") concluded a contract with the Defendants ("Forum") that Bear Stearns would acquire from Forum some distressed debt by way of notes. Bear Stearns said that a contract was concluded on July 14, 2005 in a teleconference between the parties. It was undisputed that then, the relevant parties agreed upon a price for the notes and "something was said about a settlement date, but no specific date was agreed". Forum disputed that they made any binding contract stating, inter alia, that the parties did not intend to create legal relations. Andrew Smith J decided:

"the proper approach is, I think to ask how a reasonable man, versed in business, would have understood the exchanges between the parties. Nor is there any legal reason that the parties should not conclude a contract while intending later to reduce their contract to writing and expecting that the written document should contain more detailed definition of the parties' commitment than has previously been agreed".

In assessing the necessary intention to create contractual relations, it was seen by the court as important to consider the market in which the parties were conducting their negotiations. For instance, evidence that the usual "point of contract" for trading such assets is orally in telephone conversation was considered.

What terminology communications connoted was also of relevance. The Defendant's acceptance of what the Claimants stated to be a "firm bid" of Eur2.9 million "evinced an intention to conclude a contract". Similarly, in Novus Aviation Ltd v Alubaf Arab International Bank BSC(c) Leggatt J concluded, 'I think it plain from the terms of the commitment letter that it was intended to create legally binding relations. Any possible doubt about that conclusion is dispelled by the provision headed "Governing Law'".

The Significance of Signatures

Signatures to agreements, while desirable are not necessary to evince an intention to enter into a legal agreement. This was demonstrated in Maple Leaf Macro Volatility Master Fund and another v Rouvroy and another which involved a funding agreement.

The Appellants argued that the only way the funding agreement could become binding was by the appending of the signature of all relevant parties. The court did not accept this. In his judgment, Longmore LJ stated:

"…The signatures are evidence and no doubt the best evidence of what had been agreed, but they are not themselves conditions of the agreement."

He continued by echoing the words of Steyn LJ, *"The fact that the transaction was performed on both sides will often make it unrealistic to argue that there was no intention to enter into legal relations."*

"Subject to Contract" – A Silver Bullet?

On the other hand, it is possible to provide expressly that there is no binding contract by stating in a preliminary document such as a commitment letter or term sheet that it is "subject to contract". However, the mere inclusion of this phrase in preliminary documentation will not prevent the parties from being contractually bound to each other if their subsequent conduct contradicts this expression.

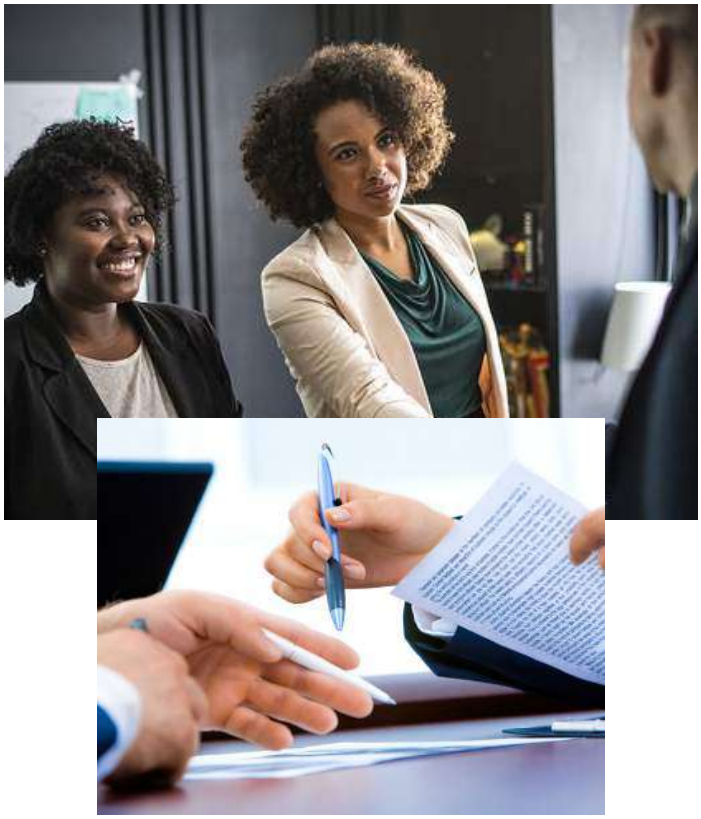
A good illustration of this is in Rugby Group Ltd. v ProForce Recruit Ltd. Here the appellant ("Rugby"), a cement manufacturer appealed a decision made in a claim that had been brought by the respondent ("Proforce") an employment and recruitment agency. ProForce contended that Rugby's failure to look to them to provide their additional personnel requirements at the site was in breach of an agreement. One of Rugby's arguments was that by virtue of the words "subject to contract" the agreement was not an enforceable contract and therefore ProForce's claim must fail. In delivering his judgment, Field J said however:

"… the agreement cannot be regarded as being executory because after it was signed the parties did those things that the agreement contemplated that each should so for the benefit of the other."

"[T]hose things" included the fact that ProForce supplied personnel and equipment defined in the agreement and Rugby paid monthly charges for personnel and equipment, leaving the court to conclude that the parties were to be taken to have entered into an implied binding contract on the terms of the agreement.

Conduct of the parties subsequent to making the document that is 'subject to contract' is therefore important. Professor Rawlings has suggested that it might be the case that a letter containing the essential terms required to operate a loan but stating that no obligation will arise unless formal contracts are drawn up will turn into a contract if the lender advances, and the borrower accepts the funds. This conclusion, he notes, need not be affected by the fact that the parties continue to negotiate and to agree new terms since these may merely constitute a variation of the original contract rather than a failure to agree.

A recent decision of the Supreme Court of New South Wales highlighted "four" categories of agreement to contract. In essence these were:



1. where parties have reached finality in arranging all the terms of their bargain and intend to be immediately bound but
i. at the same time propose to have the terms restated in a form which will be fuller or more precise but not different in effect, or
ii. nevertheless have made performance of one or more of the terms conditional upon the execution of a formal document, or
iii. they expect to make a further contract in substitution for the first contract, containing, by consent, additional terms, or
2. the intention of the parties is not to make a concluded bargain at all, unless and until they execute a formal contract.

Certainty of Essential Terms

For a contract to be binding the parties must express their agreement in a form which is sufficiently certain to be enforceable in court.

In the UK Court of Appeal case Beddow v Cayzer, Mummery LJ stated:

"… If the express terms that are pleaded are significant, but are too uncertain and vague to be legally enforceable, there can be no concluded and binding agreement…"

Uncertainty may arise from one of several sources. For instance, an agreement's terms may be too vague to be enforced by the courts, or the agreement could be incomplete because parties have not settled some aspect of it.

Agreements to Agree

Agreements may contain a clause whereby the parties are to later decide on a particular aspect of the arrangement, that is, they may make an agreement to agree.

The leading authority where an agreement was held void and unenforceable as an agreement to agree remains the House of Lords decision in May and Butcher v. The King where in a purported contract, decisions on prices, quantities and dates of purchase of tentage were deferred.

Later, the proposals made by the claimants for purchase were not acceptable to the defendants, who said they considered themselves no longer bound by the agreement.

In his judgment Viscount Dunedin stated:

"To be a good contract there must be a concluded bargain, and a concluded contract is one which settles everything that is necessary to be settled and leaves nothing to be settled by agreement between the parties. Of course it may leave something which still has to be determined, but then that determination must be a determination which does not depend upon the agreement between the parties."

In the High Court decision in K/S Victoria Street (a Danish Partnership) v House of Fraser (Stores Management) Ltd and others John Randall QC noted that "[t]he leading authority where an agreement has been held, in the face of …an agreement to agree…, to be sufficiently certain, with the court being able to supply the necessary mechanics to make the agreement work, is another decision of the House of Lords, Sudbrook Trading Estate Ltd v Eggleton … Thus an agreement is not incomplete merely because it calls for some further agreement between the parties. Even the parties' later failure to agree on the matters left outstanding will vitiate the contract only if it makes it 'unworkable or void for uncertainty'."

In lending transaction documents, it may be possible to create certainty by reference to various mechanisms, such as where the contract refers to external objective criteria that would be used if a determination has been made, or by the use of a master agreement to which a transaction is stated to be subject. However, an "agreement may lack contractual force where, though it lays down a criterion for resolving matters which are left open, it goes on to provide that the principles for determining the application of that criterion are to be settled by further negotiations between the parties".

Limits to Liberality

Judges generally do not want to "incur the reproach of being the destroyer of bargains".

In implying terms, the courts may reference established customs and trade usage and terms may be implied by reference to previous dealings between parties.

Limits to what can be implied by courts however are seen in the 2015 UK Supreme Court case, Marks & Spencer plc v BNP Paribas Securities Services Trust Co (Jersey) and another where it was emphasized that it must be necessary to imply the term and that it is not sufficient that it would be reasonable to do so. The reasonable reader: (i) is treated as reading the contract at the time it was made and (ii) would consider the term to be so obvious as to go without saying or to be necessary for business efficacy.

It is not unusual that for a timely close of negotiations, some discretion is given to one party (usually the lender) in relation to some aspect of the transaction terms. Courts have placed limits on such discretion. A leading case on this matter is Paragon Finance plc v Staunton & Paragon Finance plc v Nash where mortgages contained a clause in which interest rates were variable at the Claimant's discretion.

In his judgment Dyson LJ reasoned:

"I would hold that there were terms to be implied in both agreements that the rates of interest would not be set dishonestly, for an improper purpose, capriciously or arbitrarily. I have no doubt that such an implied term is necessary in order to give effect to the reasonable expectations of the parties… there was an implied term of both agreements that the Claimant would not set rates of interest unreasonably in the limited sense that I have described."

In Socimer International Bank Ltd (in liquidation) v Standard Bank London Ltd, Rix LJ observed that "Implications of good faith and rationality, and of lack of arbitrariness or perversity, are standard, for they represent the very essence of business, and other, relationships. Once one goes beyond them, however, the matter becomes much more uncertain."

The Short of It

It has been suggested that in practice ultimately it comes down to a determination of the stage the parties have reached: is there an enforceable agreement, or have the parties not yet arrived at that position and are still negotiating? In determining the matter the court seeks to discover the intention of the parties and in order to do so will consider both the documents and any apparent acts of performance that have taken place. However, not sparing effort to ensure that the prospective borrower and lender are "on the same page" in negotiations for lending contracts may spare a tribunal the task of looking through the imperfect lens of a reasonable man in hindsight.

This article is intended to provide general information only and is not to be relied on in place of legal advice.

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Part II

Obligations to lend - Breaches and Prevention

Click the title to read the article

SCHOLARSHIPS & PRIZES

Each year the firm awards scholarships, bursaries and prizes to students pursuing LL.B. degrees at the University of the West Indies and the Norman Manley Law School. The DunnCox Law Scholarship is tenable at the University of the West Indies, Faculty of Law, Cave Hill Campus, for a period of two years. The Scholarship is awarded to an applicant of high academic achievement; good character and excellent leadership qualities. The 2021/22 recipient of the DunnCox Scholarship is Ms. Shonari Clarke.

The firm also awards the Michael March Memorial Prize and the H.H. Dunn Prize to students in the first year at Norman Manley Law School with the best performance in Remedies and Legal Drafting and Interpretation, respectively. The recipients for the 2021 H.H. Dunn and Michael March Memorial Prizes are Ms. Tori Lord and Ms. Jordena Atkinson, respectively.

ANNUAL CHRISTMAS TREAT 2021

During these most challenging times, it is easy to forget the social responsibility that we all share to enhance our communities. At DunnCox, we ensured that our community-building activities were uninterrupted in a year plagued by further economic uncertainty. We frequently lend support to the meaningful projects undertaken by a number of organizations, groups and service clubs. In particular, those projects that focus on improving the lives of the youth are very dear to the DunnCox team..

Though the fanfare event which is normally held for the children was not possible given the need to prioritize the health of the children and our team, we were thrilled to supply children from neighbouring communities with Christmas presents and tokens from the DunnCox family.

For many years the firm has partnered with the Child Protection and Family Services Agency to expand our outreach programme to help meet the pressing educational and recreational needs of the children resident in the immediate environs of the Kingston office.

Happy Holidays & Best Wishes for 2022!

From the team at

DunnCox