

SAINT LUCIA

No. 23 of 2006

ARRANGEMENT OF SECTIONS

PART I

PRELIMINARY

Sections

1. Short title and commencement
2. Interpretation
3. Application

PART II

REGISTRATION

DIVISION 1*Requirement For Registration, Registrar And Register*

4. Requirement for registration
5. Effect of failing to continue to satisfy requirements of registration
6. Registrar
7. Register

DIVISION 2*International General Partnership*

8. Procedure for forming an international general partnership
9. Registration of international general partnership and issuance of certificate
10. Amendment of the memorandum and articles of international general partnership
11. Name
12. Reservation of name
13. Liability for false statements in memorandum

DIVISION 3*International Limited Partnership*

14. Procedure for forming an international limited partnership
15. Registration of international general partnership and issuance of certificate
16. Amendment of the memorandum and articles of international limited partnership
17. Name
18. Reservation of name
19. Liability for false statements in memorandum

PART III

NATURE OF INTERNATIONAL PARTNERSHIPS

20. Relationships not international partnership
21. Restrictions on international partnerships
22. Nature of international partner's interest in international partnership
23. Nature of international partnership
24. Object of international partnership
25. Registered agent and registered office

PART IV

RELATIONS OF INTERNATIONAL PARTNERS TO PERSONS DEALING WITH THEM

26. Power of international partner to bind the international partnership
27. International partners bound by acts on behalf of international partnership
28. International partner using credit of international partnership for private purposes
29. Effect of notice that international partnership will not be bound by acts of international partner
30. Liability of international partners for debts and obligations
31. Liability of the international partnership for wrongs
32. Misapplication of money or property received for or in custody of the international partnership
33. Liability of international partners for wrongs
34. Improper employment of trust property for international partnership
35. Persons liable by "holding out"
36. Admissions and representations of international partners
37. Notice to acting international partner to be notice to the international partnership
38. Liabilities of incoming and outgoing international partners
39. Revocation of continuing guarantee by change in international partnership

PART V

RELATIONS OF INTERNATIONAL PARTNERS TO ONE ANOTHER

40. Variation by consent of terms of international partnership
41. International partnership property
42. Property bought with international partnership money
43. International partnership property treated as personal or movable estate
44. Procedure against international partnership property for an international partner's separate judgment debt

45. Rules as to interests and duties of international partners subject to special agreement
46. Expulsion of international partner
47. Retirement from international partnership at will
48. Continuance of old terms presumed
49. Duty of international partners to render accounts, etc.
50. Accountability of international partners for private profits
51. Duty of international partner not to compete with international partnership
52. Rights of assignee of share in international partnership

PART VI

DISSOLUTION OF INTERNATIONAL PARTNERSHIP AND ITS CONSEQUENCES

53. Dissolution by expiration or notice
54. Dissolution by bankruptcy, death or charge
55. Dissolution by illegality
56. Dissolution by the court
57. Rights of persons dealing with international partnership against apparent international partners of international partnership
58. Right of international partners to notify dissolution.
59. Continuing authority of international partners for purposes of winding up
60. Rights of international partners as to application of international partnership property
61. Apportionment of premium where international partnership prematurely dissolved
62. Rights where international partnership dissolved for fraud or misrepresentation
63. Right of outgoing international partner in certain cases to share profits made after dissolution
64. Retiring or deceased international partner's share to be a debt
65. Rule for distribution of assets on final settlement of accounts

PART VII

INTERNATIONAL LIMITED PARTNERSHIP

66. Contribution
67. Liability of international limited partner to third parties
68. Admission of additional international limited partners
69. Rights, powers and liabilities of an international general partner
70. Rights of an international limited partner

71. Status of person erroneously believing himself or herself to be an international limited partner
72. One person both international general and international limited partner
73. Loans and other business transactions with international limited partner
74. Relation of international limited partners *inter se*
75. Compensation of international limited partner
76. Withdrawal or reduction of international limited partner's contribution
77. Liability of international limited partner to international limited partnership
78. Assignment of international limited partner's interest
79. Admission as a substituted international limited partner
80. Effect of retirement, death, incapacity or bankruptcy of an international general partner
81. Death of international limited partner
82. Rights of creditors of international limited partner
83. Distribution of assets
84. Service of notice on international partners
85. Service of process, etc., on international limited partnership
86. Books and records
87. Register of Contributions
88. Registered agent desiring to resign
89. Powers of international general partners in the event of dissolution
90. Duties of liquidator
91. Powers of liquidator
92. Procedure on winding-up and dissolution
93. Rescission of dissolution
94. Winding-up and dissolution of international limited partnership unable to pay claims, etc.
95. Winding-up where dissolution ordered by the court

PART VIII

MISCELLANEOUS

96. Annual licence fees.
97. Fees generally
98. International partnership struck off liable for fees, etc.
99. Recovery of penalties
100. Fees payable to Registrar
101. Exemptions from tax, etc.
102. Form of certificate

103. Certificate of good standing
 104. Inspection and copies of documents
 105. Appointment and duties of inspector
 106. Minister's power to require production of documents
 107. Privileged information
 108. Provision for security of information obtained
 109. Declaration by the court
 110. Application of International Business Companies Act
 111. Judge in Chambers
 112. Time for prosecution
 113. General penalty
 114. Regulations
- SCHEDULE

I ASSENT

[L.S.]

PEARLETTE LOUISY,
Governor-General.

20th March, 2006.

SAINT LUCIA

No. 23 of 2006

AN ACT to provide for the authorisation, regulation and control of international partnerships and for related matters:

[On Order]

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the House of Assembly and the Senate of Saint Lucia, and by the authority of the same, as follows :

PART 1
PRELIMINARY

Short title and commencement

1.— (1) This Act may be cited as the International Partnership Act 2006.

(2) This Act shall come into force on a date to be fixed by the Minister responsible for international financial services by Order published in the *Gazette*.

Interpretation

2. In this Act, unless the context otherwise requires —

“articles” means the articles of partnership of an international partnership formed pursuant to this Act;

“court” means the High Court or a judge thereof;

“certificate of amendment” means a certificate of amendment issued pursuant to section 10 or 16;

“certificate of international general partnership” means a certificate of international general partnership issued pursuant to section 9;

“certificate of international limited partnership” means a certificate of international limited partnership issued pursuant to section 15;

“co-international partners” in relation to an international partner means the other international partners in an international partnership of which they are part;

“Companies Act” means the Companies Act 1996, No. 18;

“Director” mean the Director of Financial Services appointed pursuant to section 11 of the Registered Agent and Trustee Licensing Act;

“Dollar” means a dollar in the currency of the United States of America;

“inspector” means an inspector appointed pursuant to section 105;

“International Business Companies Act” means the International Business Companies Act 1999, No 40;

- “international partners” includes international limited partners and international general partners;
- “international general partner” means an international partner of an international general partnership or an international limited partnership who is not an international limited partner;
- “international general partnership” means an international general partnership registered pursuant to Division 2 of Part II;
- “international limited partner” means an international partner of an international limited partnership who does not take part in the control of the business of the partnership and whose liability is limited subject to the provisions of this Act;
- “international limited partnership” means an international limited partnership registered pursuant to Division 3 of Part II;
- “international partnership property” means international partnership property as described in section 41;
- “liquidator” means a liquidator appointed pursuant to this Act;
- “memorandum” means the memorandum submitted to the Registrar pursuant to section 8 or 14;
- “Minister” means the Minister responsible for international financial services;
- “person” includes a body corporate or an unincorporated body;
- “police officer” means a member of the Royal Saint Lucia Police Force pursuant to the Police Ordinance 1965;
- “prescribed” means prescribed in the Regulations;
- “Register” means the Register of International Partnerships established pursuant to section 7;
- “registered agent” means a person who holds a valid licence pursuant to the Registered Agent and Trustee Licensing Act;
- “Register of Contributions” means the Register of Contributions referred to in section 87;
- “Registered Agent and Trustee Licensing Act” means the Registered Agent and Trustee Licensing Act 1999, No. 37;
- “Registrar” means the Registrar of International Partnerships” declared as such pursuant to section 6;
- “Regulations” means Regulations made pursuant to section 114;

“substituted international partner” means a person who after becoming an assignee of part or all of the interest of an international limited partner, is admitted to the international limited partnership pursuant to the provisions of its articles or, if the articles are silent on the issue, is admitted with the consent of the parties.

Application

3.— (1) Subject to subsection (2), this Act applies only to international partnerships and any instrument relating to an international partnership whether executed or entered into before or after the commencement date of this Act.

(2) Sections 20 to 65 of this Act apply to international limited partnerships except in so far as they are inconsistent with sections 66 to 95 of this Act.

PART II**REGISTRATION****DIVISION 1***Requirement for Registration, Registrar and Register***Requirement for registration**

4. An international partnership may be registered pursuant to Act for any purpose not prohibited under this Act or under any other law in force in Saint Lucia relating to international financial services.

Effect of failing to continue to satisfy requirements of registration

5.— (1) Where an international partnership is registered pursuant to this Act and having satisfied the requirements of registration it subsequently ceases to satisfy the requirements of registration for a continuous period of thirty days, the international partnership shall upon the expiration of the period notify the Registrar of that fact and the Registrar take such action as the registrar deems fit including causing the international partnership to be struck off the Register.

(2) An international general partner of an international partnership that contravenes subsection (1) is liable to be struck off the Register in accordance with this Act.

Registrar

6. For the purposes of this Act, the Registrar of International Business Companies appointed pursuant to the International Business Companies Act is hereby declared to be the Registrar of International Partnerships.

Register

7.— (1) The Registrar shall establish and maintain in such form as he or she shall determine, a Register of International Partnerships in which shall be registered each memorandum submitted pursuant to this Act and all certificates and advertisements required by this Act.

(2) The Register shall be open to the inspection of all persons desiring to view the Register during working hours.

(3) A certificate of the Registrar certifying that anything required by this Act to be registered by the Registrar has been so registered shall be received in all courts and in all proceedings whatsoever as evidence of the matter to which the certificate relates.

DIVISION 2*International General Partnership***Procedure for forming an international general partnership**

8.— (1) In order to register an international general partnership pursuant to this Act, two or more persons desiring to form an international general partnership shall execute articles and shall submit them to the registered agent named in the articles together with the prescribed fee and shall cause the registered agent to submit a memorandum to the Registrar.

(2) The memorandum pursuant to sub-section (1) shall include—

- (a) the name of the international general partnership;
- (b) the address of the registered office of the international general partnership in Saint Lucia;
- (c) the name and address of registered agent of the international general partnership in Saint Lucia;
- (d) the term, if any, for which the international general partnership is to exist;
- (e) a statement that the international general partnership shall not carry on the activities specified in subsections (1) and (2)

of section 21 specifying verbatim the activities described in the subsections; and

- (e) such other information, if any, as the registered agent shall be instructed to include in the memorandum by the provisions of the articles.

(3) The memorandum pursuant to subsection (1) shall be subscribed by the registered agent named in the memorandum.

Registration of international general partnership and issuance of certificate

9.— (1) Where a memorandum is submitted to the Registrar pursuant to section 8, the Registrar shall on payment of the prescribed fee register the memorandum and shall issue a certificate of international general partnership pursuant to the Registrar's hand and seal certifying that the international general partnership is formed in Saint Lucia as an international general partnership if the Registrar is satisfied that —

- (a) there is or will be in existence a partnership having regard to the rules specified in the Schedule; and
- (b) the international general partnership complies or will comply with the provisions of this Act, the Regulations and any other law in force in Saint Lucia relating to international general partnerships.

(2) Upon the issue by the Registrar of a certificate of international general partnership, the international general partnership is from the date shown on the certificate of international general partnership an international general partnership in the name specified in the memorandum.

(3) A certificate of international general partnership issued by the Registrar pursuant to this section is *prima facie* evidence of compliance with all requirements of this Act with respect to the formation of the international general partnership named in the certificate of international general partnership.

Amendment of the memorandum and articles of international general partnership

10.— (1) The memorandum and articles referred to in section 8 may be amended in the manner specified in the articles.

(2) Where a change is made or a change occurs in or with respect to any of the details specified in the memorandum submitted to the

Registrar pursuant to section 8 the international limited partnership shall cause a supplementary memorandum to be submitted to the Registrar.

(3) The supplementary memorandum referred to in subsection (2) shall be subscribed by the registered agent named therein in the presence of another person who shall sign his or her name as a witness.

(4) The Registrar shall upon payment of the prescribed fee register in the Register each supplementary memorandum submitted pursuant to this section and shall issue a certificate of amendment which shall specify the particulars of the amendment.

Name

11.— (1) An international general partnership shall not be formed pursuant to this Act —

- (a) under a name that is identical with that of —
 - (i) another international partnership in existence pursuant to this Act; or
 - (ii) a partnership in existence pursuant to the Commercial Code;
 - (iii) an international business company pursuant to the International Business Companies Act; or
 - (iv) a company in existence pursuant to the Companies Act; or
- (b) under a name that so nearly resembles the name of an international partnership, partnership, international business company or company referred to in paragraph (a) as to be calculated to deceive except where the international partnership, partnership, international business company or company in existence gives its consent; or
- (c) except with the approval in writing of the Registrar, under a name that contains the words “Assurance”, “Bank”, “Chartered”, “Co-operative”, “Imperial”, “Insurance”, “Municipal”, “Royal”, “Trust”, “Trustee” or a word or abbreviation conveying a similar meaning, or any other word or abbreviation that in the opinion of the Registrar suggests or is calculated to suggest —
 - (i) the patronage of Her Majesty or that of a member of the Royal Family;

- (ii) a connection with Her Majesty's Government or a department thereof; or
- (iii) a connection with a municipality or other local authority or with a society or body incorporated by Royal Charter.

(2) If an international general partnership is formed contrary to subsection (1) the Registrar may without the consent of the international general partnership in existence give notice to the last registered international general partnership to change its name and if it fails to do so within sixty days from the date of the notice, the Registrar shall amend the memorandum to change its name to such name as the Registrar deems appropriate and the Registrar shall publish notice of the change in the *Gazette*.

(3) An international general partnership may amend its memorandum to change its name.

(4) Subject to subsections (1) and (2) where an international general partnership changes its name, the Registrar shall enter the new name in the Register and upon payment of the prescribed fee shall issue a certificate of amendment which shall specified particulars of the amendment.

(5) A change of name does not affect any right or obligation of an international general partnership or render defective any legal proceedings by or against an international general partnership and all legal proceedings that have been commenced against an international general partnership in its former name may be continued against it in its new name.

Reservation of name

12.— (1) Subject to subsection (1) of section 11, the Registrar may upon the application of any person and upon payment of the prescribed fee reserve for a period of ninety days a name for future adoption by an international general partnership pursuant to this Act.

(2) Once having reserved a name pursuant to subsection (1), the same applicant may upon payment of the prescribed fee again reserve the same name for successive ninety day periods.

(3) The right to the exclusive use of a name reserved pursuant to this section may be transferred to any other person by paying the prescribed fee and by filing with the Registrar a notice of the transfer

executed by the applicant for whom the name was reserved specifying the name to be transferred and the name and address of the transferee.

Liability for false statements in memorandum

13. If a memorandum contains a false statement, a person who suffers loss by reliance on such statement may hold liable the international general partners and the registered agent who made the statement and who knew or should have known the statement to be false —

- (a) at the time the registered agent signed the memorandum; or
- (b) after the memorandum was signed, but within a sufficient time before the statement was relied upon to allow the filing of a supplementary memorandum with the necessary changes.

DIVISION 3

International Limited Partnership

Procedure for forming an international limited partnership

14.— (1) In order to register an international limited partnership pursuant to this Act two or more persons desiring to form an international limited partnership shall execute articles and shall submit them to the registered agent named in the articles and shall cause a memorandum to be submitted to the Registrar.

- (2) The memorandum pursuant to sub-section (1) shall include —
 - (a) the name of the international limited partnership;
 - (b) the objects and purposes for which the international limited partnership is established;
 - (c) the address of the registered office of the international limited partnership in Saint Lucia;
 - (d) the name and address of registered agent of the international limited partnership in Saint Lucia;
 - (e) the full name of each of the international general partners and their respective addresses;
 - (f) the term, if any, for which the international limited partnership is to exist;
 - (g) a statement that the international limited partnership is limited;

- (h) a statement that every partner not named as an international general partner in the memorandum is an international limited partner;
- (i) a statement that the international limited partnership may not carry on the activities specified in subsections (1) and (2) of section 21, which statement shall specify verbatim the activities described in those subsections; and
- (j) such other information, if any, as the registered agent shall be instructed to include in the memorandum by the provisions of the articles.

(3) The memorandum pursuant to subsection (1) shall be subscribed by the registered agent named in the memorandum.

Registration of international general partnership and issuance of certificate

15.— (1) Where a memorandum is submitted to the Registrar pursuant to section 14, the Registrar shall on payment of the prescribed fee register the memorandum and shall issue a certificate of international limited partnership pursuant to the Registrar's hand and seal certifying that the international limited partnership is formed in Saint Lucia as an international limited partnership if the Registrar is satisfied that —

- (a) there is or will be in existence a partnership having regard to the rules specified in the Schedule; and
- (b) the international limited partnership complies or will comply with the provisions of this Act, the Regulations and any other law in force in Saint Lucia relating to international limited partnerships.

(2) Upon the issue by the Registrar of a certificate of international limited partnership the international limited partnership is from the date shown on the certificate of international limited partnership an international limited partnership in the name specified in the memorandum.

(3) A certificate of international limited partnership issued by the Registrar pursuant to this section is *prima facie* evidence of compliance with all requirements of this Act with respect to the formation of the international limited partnership named in the certificate of international limited partnership.

Amendment of the memorandum and articles of international limited partnership

16.— (1) The memorandum and articles referred to in section 14 may be amended in the manner specified in the articles.

(2) Where a change is made or a change occurs in or with respect to any of the details specified in the memorandum submitted to the Registrar pursuant to section 14 the international limited partnership shall cause a supplementary memorandum to be submitted to the Registrar.

(3) The supplementary memorandum referred to in subsection (2) shall be subscribed by the registered agent named therein in the presence of another person who shall sign his or her name as a witness.

(4) The Registrar shall upon payment of the prescribed fee register in the Register each supplementary memorandum submitted pursuant to this section and shall issue a certificate of amendment which shall specify the particulars of the amendment.

Name

17.— (1) The name of each international limited partnership formed pursuant to this Act shall have at its end the words “International Limited Partnership” or the abbreviation “I.L.P.”

(2) The name of an international limited partner shall not appear in the name of an international limited partnership unless —

- (a) it is also the name of an international general partner; or
- (b) prior to the time when the international limited partner became an international limited partner the business had been carried on pursuant to a name in which the name of the international limited partner appeared.

(3) An international limited partner whose name appears in the name of an international limited partnership contrary to the provisions of subsection (2) is liable as an international general partner to the creditors of the international limited partnership who extend credit to the international limited partnership without actual knowledge that he or she is not an international general partner.

(4) An international limited partnership shall not be formed pursuant to this Act —

- (d) under a name that is identical with that of —
 - (i) another international partnership in existence pursuant to this Act; or
 - (ii) a partnership in existence pursuant to the Commercial Code;
 - (iii) an international business company pursuant to the International Business Companies Act; or
 - iv. a company in existence pursuant to the Companies Act; or
- (e) under a name that so nearly resembles the name of an international partnership, partnership, international business company or company referred to in paragraph (a) as to be calculated to deceive except where the international partnership, partnership, international business company or company in existence gives its consent; or
- (f) except with the approval in writing of the Registrar, under a name that contains the words “Assurance”, “Bank”, “Chartered”, “Co-operative”, “Imperial”, “Insurance”, “Municipal”, “Royal”, “Trust”, “Trustee” or a word or abbreviation conveying a similar meaning, or any other word or abbreviation that in the opinion of the Registrar suggests or is calculated to suggest -
 - (i) the patronage of Her Majesty or that of a member of the Royal Family;
 - (ii) a connection with Her Majesty’s Government or a department thereof; or
 - (iii) a connection with a municipality or other local authority or with a society or body incorporated by Royal Charter.

(5) If an international limited partnership is formed contrary to subsection (4) the Registrar may without the consent of the international limited partnership in existence give notice to the last registered international limited partnership to change its name and if it fails to do so within sixty days from the date of the notice, the Registrar shall amend the memorandum to change its name to such name as the Registrar deems appropriate and the Registrar shall publish notice of the change in the *Gazette*.

(6) An international limited partnership may amend its memorandum to change its name.

(7) Subject to subsections (4) and (5) where an international limited partnership changes its name, the Registrar shall enter the new name on the Register and upon payment of the prescribed fee shall issue a certificate of amendment which shall specified particulars of the amendment.

(8) A change of name does not affect any right or obligation of an international limited partnership or render defective any legal proceedings by or against an international limited partnership, and all legal proceedings that have been commenced against an international limited partnership in its former name may be continued against it in its new name.

Reservation of name

18.— (1) Subject to subsection (4) of section 17, the Registrar may upon the application of any person and upon payment of the prescribed fee reserve for a period of ninety days a name for future adoption by an international limited partnership pursuant to this Act.

(2) Having reserved a name pursuant to subsection (1), an applicant may upon payment of the prescribed fee again reserve the same name for successive ninety day periods.

(3) The right to the exclusive use of a name reserved pursuant to this section may be transferred to any other person by paying the prescribed fee and by filing with the Registrar a notice of the transfer executed by the applicant for whom the name was reserved specifying the name to be transferred and the name and address of the transferee.

Liability for false statements in memorandum

19. If a memorandum contains a false statement, one who suffers loss by reliance on such statement may hold liable the international general partners and the registered agent who made the statement and who knew or should have known the statement to be false —

- (a) at the time the registered agent signed the memorandum; or
- (b) after the memorandum was signed but within a sufficient time before the statement was relied upon to allow the filing of a supplementary memorandum with the necessary changes.

PART III

NATURE OF INTERNATIONAL PARTNERSHIPS

Relationships not international partnership

20. The relation between members of any company or association which is —

- (a) registered as a company under the Companies Act or incorporated as an international business company under the International Business Companies Act; or
- (b) formed or incorporated by or in pursuance of any other Act, letters patent or Royal Charter;

is not an international partnership within the meaning of this Act.

Restrictions on international partnerships

21.— (1) An international partnership shall not carry on —

- (a) banking business;
- (b) trust business;
- (c) the business of insurance, reinsurance, insurance agent, insurance adjuster or insurance broker or any other kind of insurance business; or
- (d) the business of registered agents.

(2) An international partnership shall not —

- (a) carry on business with persons resident in the Saint Lucia;
- (b) own an interest in immovable property situate in Saint Lucia other than a lease referred to in paragraph (e) of subsection (3).

(3) For the purposes of paragraph (a) of subsection (2), an international partnership shall not be treated as carrying on business with persons resident in Saint Lucia by reason only that —

- (a) it transacts banking business in Saint Lucia with or through a bank licensed under the International Banks Act 1999 or the Banking Act 1991;
- (b) it makes or maintains professional contact with solicitors, barristers, accountants, bookkeepers, trust companies, administration companies, investment advisers or other similar persons carrying on business within Saint Lucia;

- (c) it prepares or maintains books and records within Saint Lucia;
- (d) it holds, within Saint Lucia, meetings of its international partners;
- (e) it holds a lease of property for use as an office from which to communicate with international partners or where books and records of the international partnership are prepared or maintained;
- (f) it holds shares, debt obligations or other securities in a company incorporated under the International Business Companies Act; or the Companies Act; or
- (g) any person resident in Saint Lucia or any company registered under the Companies Act or incorporated under the International Business Companies Act is one of its international partners.

Nature of international partner's interest in international partnership

22. An international partner's interest in an international partnership within the meaning of this Act is personal property.

Nature of international partnership

23.— (1) A body corporate, with or without limited liability, or an international partnership may be an international general partner or an international limited partner of an international partnership.

(2) Notwithstanding anything to the contrary in this Act and in the Registered Agent and Trustee Licensing Act, an international partnership —

- (a) may serve as an international general partner of another international partnership;
- (b) may hold, within Saint Lucia, meetings of its partners, managers or advisers.

Object of international partnership

24. An international partnership may be established under this Act for any object or purpose not prohibited under this Act or under any law for the time being in force in Saint Lucia and subject to the conditions, limitations, restrictions and liabilities in its memorandum and articles and to the provisions of this Act and the Regulations.

Registered agent and registered office

25.— (1) An international partnership shall at all times have a registered agent in Saint Lucia.

(2) An international limited partnership shall at all times have a registered office in Saint Lucia which shall be the office of its registered agent.

(3) Where an international partnership wilfully contravenes subsection (1) or (2) the international general partners of the international partnership are each deemed to commit an offence and are each liable, on summary conviction not exceeding five hundred dollars.

(4) Section 88 shall apply where a registered agent desires to resign as a registered agent of an international limited partnership and shall apply with the necessary changes where a registered agent desires to resign as a registered agent of an international general partnership.

PART IV**RELATIONS OF INTERNATIONAL PARTNERS TO PERSONS
DEALING WITH THEM****Power of international partner to bind the international partnership**

26.— (1) Every international partner is an agent of the international partnership and his or her other international partners for the purpose of the business of the international partnership.

(2) The acts of every international partner who does any act for carrying on in the usual way business of the kind carried on by the international partnership of which he or she is an international partner bind the international partnership and his or her international partners unless the international partner so acting —

- (a) has in fact no authority to act for the international partnership in the particular matter; and
- (b) the person with whom he or she is dealing either knows that he or she has no authority or does not know or believe him or her to be an international partner.

International partners bound by acts on behalf of international partnership

27. An act or instrument relating to the business of the international partnership done or executed in the name of the international partnership, or in any other manner showing an intention to bind the international partnership, by any person thereby authorised whether an international partner or not is binding on the international partnership and all the international partners except that this section shall not affect any general rule of law relating to the execution of deeds or negotiable instruments.

International partner using credit of international partnership for private purposes

28. Where one international partner pledges the credit of the international partnership for a purpose apparently not connected with the international partnership's ordinary course of business, the international partnership is not bound unless he or she is in fact specially authorised by the other international partners, but this section does not affect any personal liability incurred by an individual international partner.

Effect of notice that international partnership will not be bound by acts of international partner

29. If it has been agreed between the international partners that any restriction shall be placed on the power of any one or more of them to bind the international partnership, no act done in contravention of the agreement is binding on the international partnership with respect to persons having notice of the agreement.

Liability of international partners for debts and obligations

30. Every international partner in an international partnership is liable jointly with the other international partners for all debts and obligations of the international partnership incurred while he or she is an international partner, and after his or her death his or her estate is also severally liable in the due course of administration for such debts and obligations so far as they remain unsatisfied but subject to the prior payment of his or her separate debts.

Liability of the international partnership for wrongs

31. Where, by any wrongful act or omission of any international partner acting in the ordinary course of the business of the international partnership, or with the authority of his or her co-international partners, loss or injury is caused to any person not being an international partner in the international partnership, or any penalty is incurred, the

international partnership is liable therefore to the same extent as the international partner so acting or omitting to act.

Misapplication of money or property received for or in custody of the international partnership

32. An international partnership is liable in either of the following cases —

- (a) where one international partner acting within the scope of his or her apparent authority receives the money or property of a third person and misapplies it; or
- (b) where an international partnership in the course of its business receives the money or property of a third person and the money or property so received is misapplied by one or more of the international partners while it is in the custody of the international partnership.

Liability of international partners for wrongs

33. Every international partner is liable jointly and severally with his or her co-international partners for everything for which the international partnership becomes liable under either section 31 or section 32 while he or she is an international partner therein.

Improper employment of trust property for international partnership

34. If an international partner, being a trustee of a trust which is not part of the business of the international partnership of which he or she is an international partner, improperly employs the trust property in the business or on the account of the international partnership, no other international partner is liable for the trust property to the persons beneficially interested therein except that —

- (a) this section shall not affect any liability incurred by any international partner by reason of his or her having notice of a breach of trust; and
- (b) nothing in this section shall prevent trust money from being traced and recovered from the international partnership if still in its possession or under its control.

Persons liable by “holding out”

35.— (1) Everyone who by words spoken or written or by conduct represents himself or herself or who knowingly allows himself or

herself to be represented as an international partner in a particular international partnership is liable as an international partner to any one who has on the faith of any such representation given credit to the international partnership whether the representation has or has not been made or communicated to the person so giving credit by or with the knowledge of the apparent international partner making the representation or allowing it to be made.

(2) Notwithstanding subsection (1), where after an international partner's death the international partnership business is continued in the same international partnership-name, the continued use of that name or of the deceased international partner's name as part thereof shall not of itself make his or her executors or administrators of his or her estate liable for any international partnership debts contracted after his or her death.

Admissions and representations of international partners

36. An admission or representation made by any international partner concerning the international partnership's affairs and in the ordinary course of its business is evidence against the international partnership.

Notice to acting international partner to be notice to the international partnership

37. Notice to any international partner who habitually acts in the international partnership business of any matter relating to the affairs of an international partnership operates as notice to the international partnership except in the case of a fraud on the international partnership committed by or with the consent of that international partner.

Liabilities of incoming and outgoing international partners

38.— (1) A person who is admitted as an international partner into an existing international partnership does not thereby become liable to the creditors of the international partnership for anything done before he or she became an international partner.

(2) An international partner who retires from an international partnership does not thereby cease to be liable for international partnership debts or obligations incurred before his or her retirement.

(3) A retiring international partner may be discharged from any existing liabilities by an agreement to that effect between himself or

herself and the members of the international partnership as newly constituted and the creditors, and this agreement may be either expressed or inferred as a fact from the course of dealing between the creditors and the international partnership as newly constituted.

Revocation of continuing guarantee by change in international partnership

39. A continuing guarantee given either to an international partnership or to a third person in respect of the transactions of an international partnership is in the absence of agreement to the contrary revoked as to future transactions by any change in the constitution of the international partnership to which, or of the international partnership in respect of the transactions of which, the guarantee was given.

PART V

RELATIONS OF INTERNATIONAL PARTNERS TO ONE ANOTHER

Variation by consent of terms of international partnership

40. The mutual rights and duties of international partners, whether ascertained by agreement or defined by this Act, may be varied by the consent of all the international partners and such consent may be either express or inferred from a course of dealing.

International partnership property

41.— (1) Subject to subsections (2) and (3), all property and rights and interests in property originally brought into the international partnership stock or acquired, whether by purchase or otherwise, on account of the international partnership or for the purposes and in the course of the international partnership business are called in this Act “international partnership property” and shall be held and applied by the international partners exclusively for the purposes of the international partnership and in accordance with the of the international partnership agreement.

(2) The legal estate or interest in any land which belongs to the international partnership shall devolve according to the general rules of law applicable to the international partnership but in trust, so far as necessary for the persons beneficially interested in the land under this section.

(3) Where co-owners of an estate or interest in any land, not being itself international partnership property, are international partners as to profits made by the use of that land or estate and purchase other land or estate out of the profits to be used in like manner the land or

estate so purchased belongs to them in the absence of an agreement to the contrary, not as international partners but as co-owners for the same respective estates and interests as are held by them in the land first mentioned at the date of the purchase.

Property bought with international partnership money

42. Unless the contrary intention appears, property bought with money belonging to an international partnership is deemed to have been bought on account of the international partnership.

International partnership property treated as personal or movable estate

43. Where land or an estate or interest in land has become international partnership property, it shall unless the contrary intention appears be treated as between the international partners including the representatives of a deceased international partner, and also as between the heirs of a deceased international partner and his or her executors or administrators, as personal or movable and not real estate.

Procedure against international partnership property for an international partner's separate judgment debt

44.— (1) A writ of execution shall not be issued against any international partnership property except on a judgment against the international partnership.

(2) On the application by summons of any judgment creditor of an international partner, a court may make an order charging that international partner's interest in the international partnership property and profits with payment of the amount of the judgment debt and interest thereon, and may by the same or a subsequent order —

- (a) appoint a receiver of that international partner's share of profits, whether already declared or accruing, and of any other money which may be coming to him or her in respect of the international partnership; and
- (b) direct all accounts and inquiries and give all other orders and directions which might have been directed or given if the charge had been made in favour of the judgment creditor by the international partner or which the circumstances of the case may require.

(3) The other international partner or international partners shall be at liberty at any time to redeem the interest charged or in the case of sale being directed to purchase the same.

Rules as to interests and duties of international partners subject to special agreement

45. The interests of international partners in the international partnership property and their rights and duties in relation to the international partnership shall be determined, subject to any express or implied agreement between the international partners, by the following rules —

- (a) all the international partners are entitled to share equally in the capital and profits of the business and shall contribute equally towards the losses whether of capital or otherwise sustained by the international partnership;
- (b) the international partnership shall indemnify every international partner in respect of payments made and personal liabilities incurred by him or her —
 - (i) in the ordinary and proper conduct of the business of the international partnership, or
 - (ii) in or about anything necessarily done for the preservation of the business or property of the international partnership;
- (c) an international partner making, for the purpose of the international partnership, any actual payment or advance beyond the amount of capital which he or she has agreed to subscribe is entitled to interest at the rate of ten per centum per annum from the date of the payment or advance;
- (d) an international partner is not entitled, before the ascertainment of profits, to interest on the capital subscribed by him or her;
- (e) every international partner may take part in the management of the international partnership business;
- (f) no international partner shall be entitled to remuneration for acting in the international partnership business;
- (g) a person shall not be introduced as an international partner without the consent of all existing international partners;
- (h) any difference arising as to ordinary matters connected with the international partnership business may be decided by a majority of the international partners but no change may be made in the nature of the international partnership business without the consent of all existing international partners; and

- (i) the international partnership books are to be kept at the registered office or the principal place of business of the international partnership and every international partner may, when he or she thinks fit, have access to and inspect and copy any of them.

Expulsion of international partner

46. No majority of the international partners can expel any international partner unless a power to do so has been conferred by express agreement between the international partners.

Retirement from international partnership at will

47.— (1) Where no fixed term has been agreed upon for the duration of an international partnership, any international partner may determine the international partnership at any time on giving notice of his or her intention so to do to all the other international partners.

(2) Where the international partnership has originally been constituted by deed or other instrument in writing, a notice in writing, signed by the international partner giving it shall be sufficient for this purpose.

Continuance of old terms presumed

48.— (1) Where an international partnership entered into for a fixed term is continued after the term has expired and without any express new agreement, the rights and duties of the international partners remain the same as they were at the expiration of the term so far as is consistent with the incidents of an international partnership at will.

(2) A continuance of the business by the international partners or such of them as habitually acted in the business during the term, without any settlement or liquidation of the international partnership affairs, is presumed to be a continuance of the international partnership.

Duty of international partners to render accounts, etc.

49. International partners are bound to render true accounts and full information of all things affecting the international partnership to any international partner or to his or her agents representatives.

Accountability of international partners for private profits

50.— (1) Every international partner shall account to the international partnership for any benefit derived by him or her without the consent of the other international partners —

- (a) from any transaction concerning the international partnership;
or
- (b) from any use by him or her of the international partnership property, name or business connection.

(2) This section applies also to transactions undertaken after an international partnership has been dissolved by the death of an international partner and before the affairs thereof have been completely wound up either by any surviving international partner or by the administrators of the deceased international partner.

Duty of international partner not to compete with international partnership

51. If an international partner, without the consent of the other international partners, carries on any business of the same nature as and competing with that of the international partnership, he or she must account for and pay over to the international partnership all profits made by him or her in that business.

Rights of assignee of share in international partnership

52.— (1) An assignment by any international partner of his or her share in the international partnership, either absolute or by way of mortgage or redeemable charge, entitles the assignee only to receive the share of profits to which the assigning international partner would otherwise be entitled and the assignee must accept the account of profits agreed to by the international partners but does not, as against the other international partners, entitle the assignee during the continuance of the international partnership to —

- (a) interfere in the management or administration of the international partnership business or affairs;
- (b) require any accounts of the international partnership transactions; or
- (c) inspect the international partnership books.

(2) In case of a dissolution of the international partnership, whether as respects all the international partners or as respects the assigning international partner, the assignee is entitled to receive the share of the international partnership assets to which the assigning international partner is entitled as between himself or herself and the other international partners, and for the purpose of ascertaining that share, to an account as from the date of the dissolution.

PART VI

DISSOLUTION OF INTERNATIONAL PARTNERSHIP AND ITS CONSEQUENCES

Dissolution by expiration or notice

53. Subject to any agreement between the international partners, an international partnership is dissolved —

- (a) if entered into for a fixed term, by the expiration of that term;
- (b) if entered into for a single adventure or undertaking, by the termination of that adventure or undertaking; or
- (c) if entered into for an undefined time, by any international partner giving notice to the other or others of his or her intention to dissolve the international partnership, in which case the international partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or if no date is so mentioned, as from the date of the communication of the notice.

Dissolution by bankruptcy, death or charge

54.— (1) Notwithstanding the provisions of section 40, every international partnership is dissolved as regards all the international partners by the death or bankruptcy of any international partner unless all of the remaining international partners vote within ninety days after the event giving rise to the dissolution to continue the international partnership.

(2) An international partnership may at the option of the other international partners be dissolved if any international partner allows his or her share of the international partnership property to be charged under this Act for his or her separate debt.

Dissolution by illegality

55. An international partnership is in every case dissolved by the happening of any event which makes it unlawful for the business of the international partnership to be carried on or for the members of the international partnership to carry it on in international partnership.

Dissolution by the court

56.— (1) On application by an international partner the court may decree a dissolution of the international partnership in any of the following cases —

- (a) when an international partner is shown to the satisfaction of the court to be permanently of unsound mind in an application made on behalf of that international partner by his or her committee or next friend or person having title to intervene or any other international partner;
- (b) when an international partner other than the international partner suing becomes in any way permanently incapable of performing his or her part of the international partnership contract;
- (c) when an international partner other than the international partner suing, has been guilty of such conduct as, in the opinion of the court having regard to the nature of the business is calculated prejudicially to affect the carrying on of the business;
- (d) when an international partner other than the international partner suing willfully or persistently commits a breach of the international partnership agreement, or otherwise so conducts himself or herself in matters relating to the international partnership business that it is not reasonably practicable for the other international partner or international partners to carry on the business in international partnership with him or her;
- (e) when the business of the international partnership can only be carried on at a loss;
- (f) whenever in any case circumstances have arisen which in the opinion of the court render it just and equitable that the international partnership be dissolved.

Rights of persons dealing with international partnership against apparent international partners of international partnership

57.— (1) Where a person deals with an international partnership after a change in its constitution he or she is entitled to treat all apparent international partners of the old international partnership as still being international partners of the international partnership until he or she has notice of the change.

(2) An advertisement in the *Gazette* shall be sufficient notice as to persons who had dealings with the international partnership before the date of the dissolution or change so advertised.

(3) The estate of an international partner who dies or who becomes bankrupt, or of an international partner who, not having been known to

the person dealing with the international partnership to be an international partner, retires from the international partnership, is not liable for international partnership debts contracted after the date of such death, bankruptcy or retirement.

Right of international partners to notify dissolution

58. On the dissolution of an international partnership or retirement of an international partner any international partner may publicly notify the same and may require the other international partners to concur for that purpose in all necessary or proper acts, if any, which cannot be done without their concurrence.

Continuing authority of international partners for purposes of winding-up

59.— (1) Subject to subsection (2), after the dissolution of an international partnership the authority of each international partner to bind the international partnership and the other rights and obligations of the international partners continue notwithstanding the dissolution so far as may be necessary to wind-up the affairs of the international partnership and to complete transactions begun but unfinished at the time of the dissolution but not otherwise.

(2) The international partnership is in no case bound by the acts of an international partner who has become bankrupt but this exception does not affect the liability of any person who has after the bankruptcy represented himself or herself or knowingly suffered himself or herself to be represented as an international partner of the bankrupt.

Rights of international partners as to application of international partnership property

60.— (1) Subject to subsection (2), on the dissolution of an international partnership every international partner is entitled, as against the other international partners in the international partnership and all persons claiming through them in respect of their interests as international partners —

- (a) to have the property of the international partnership applied in payment of the debts and liabilities of the international partnership; and
- (b) to have the surplus assets after such payment applied in payment of what may be due to the international partners respectively after deducting what may be due from them as international partner to the international partnership;

and for that purpose any international partner or his or her executors or administrators may on the termination of the international partnership apply to the court to wind up the business and affairs of the international partnership.

(2) Where the dissolution of an international partnership is caused by a wrongful act of an international partner in contravention of the international partnership agreement such international partner shall be entitled only to the value of his or her interest in the international partnership at the dissolution less any damages payable by him or her to the other international partners for his or her breach of the international partnership agreement.

Apportionment of premium where international partnership prematurely dissolved

61. Where one international partner has paid a premium to another on entering into an international partnership for a fixed term, and the international partnership is dissolved before the expiration of that term otherwise than by the death of an international partner, the court may order the repayment of the premium, or of such part thereof as it thinks just, having regard to the terms of the international partnership contract and to the length of time during which the international partnership has continued, unless —

- (a) the dissolution is in the judgment of the court wholly or chiefly due to the misconduct of the international partner who paid the premium; or
- (b) the international partnership has been dissolved by an agreement containing no provision for a return of any part of the premium.

Rights where international partnership dissolved for fraud or misrepresentation

62. Where an international partnership contract is rescinded on the grounds of the fraud or misrepresentation of one of the parties thereto, the party entitled to rescind is without prejudice to any other right entitled —

- (a) to a lien on or right of retention of the surplus of the international partnership assets after satisfying the international partnership liabilities for any sum of money paid by him or her for the purchase of a share in the international partnership and for any capital contributed by him or her;

- (b) to stand in the place of the creditors of the international partnership for any payments made by him or her in respect of the international partnership liabilities; and
- (c) to be indemnified by the person guilty of the fraud or making the representation against all the debts and liabilities of the international partnership.

Right of outgoing international partner in certain cases to share profits made after dissolution

63.— (1) Where any international partner of an international partnership has died or otherwise ceased to be an international partner, and the surviving or continuing international partners carry on the business of the international partnership with its capital or assets without any final settlement of accounts as between the international partnership and the outgoing international partner or his or her estate, then, in the absence of any agreement to the contrary, the outgoing international partner or his or her estate is entitled at the option of himself or herself or his or her executors or administrators to such share of the profits made since the dissolution as the court may find to be attributable to the use of his share of the international partnership assets, or to interest at such rate as may be determined by the court.

(2) Notwithstanding the provisions of subsection (1), where by the international partnership contract an option is given to surviving or continuing international partners to purchase the interest of a deceased or outgoing international partner and that option is duly exercised the estate of the deceased international partner or the outgoing international partner or his or her estate, as the case may be, is not entitled to any further share of profits but if any international partner assuming to act in exercise of the option does not in all material respects comply with the terms thereof, he or she is liable to account under the foregoing provisions of subsection (1).

Retiring or deceased international partner's share to be a debt

64. Subject to any agreement between the international partners, the amount due from surviving or continuing international partners to an outgoing international partner or the executors or administrators of a deceased international partner in respect of the outgoing or deceased international partner's share is a debt accruing at the date of the dissolution or death.

Rule for distribution of assets on final settlement of accounts

65. In settling accounts between the international partners after the dissolution of an international partnership, the following rules shall subject to any agreement be observed —

- (a) losses, including losses and deficiencies of capital, shall be paid first out of profits, next out of capital, and lastly if necessary, by the international partners individually in the proportion in which they were entitled to share profits; and
- (b) the assets of the international partnership including the sum, if any, contributed by the international partners to make up losses or deficiencies of capital shall be applied in the following manner and order —
 - (i) in paying the debts and liabilities of the international partnership to persons who are not international partners in the international partners;
 - (ii) in paying to each international partner what is due from the international partnership to him or her for advances as distinguished from capital; and
 - (iii) in paying to each international partner what is due from the international partnership to him or her in respect of capital; and
- (c) the ultimate residue, if any, shall be divided among the international partners in the proportion in which profits are divisible.

PART VII**INTERNATIONAL LIMITED PARTNERSHIP****Contribution**

66. The contribution of an international limited partner in an international limited partnership shall be cash, property or services.

Liability of international limited partner to third parties

67.— (1) An international limited partner is not liable for the obligations of an international limited partnership unless he or she is also an international general partner or, in addition to the exercise of his or her rights and powers as an international limited partner, he or she participates in the control of the international limited partnership

business and if the international limited partner participates in the control of international limited partnership business, he or she is liable only to persons who transact business with the international limited partnership reasonably believing based upon the international limited partner's conduct that the international limited partner is an international general partner.

(2) An international limited partner shall not be deemed to participate in the control of the international limited partnership business within the meaning of subsection (1) by reason only of the international limited partner having the power or capacity, or acting as having the power or capacity —

- (a) to be an independent contractor for or to transact business with, including being a contractor for, or to be an agent or employee of, the international limited partnership or an international general partner, or to be an international limited partner of a partnership that is an international general partner of the international limited partnership, to be a trustee, administrator, executor, custodian or other fiduciary or beneficiary of an estate or trust which is an international general partner, or to be a trustee, officer, advisor, stockholder or beneficiary of a business trust which is an international general partner to be a member, manager agent or employee of a limited liability company which is an international general partner;
- (b) to consult with or advise an international general partner with respect to any matter, including the business of the international limited partnership;
- (c) to act as surety, guarantor or endorser for the international limited partnership or an international general partner, to guarantee or assume one or more obligations of the international limited partnership or an international general partner, to borrow money from the international limited partnership or an international general partner, to lend money to the international limited partnership or an international general partner or to provide collateral for the international limited partnership or an international general partner;
- (d) to call, request, or attend or participate at a meeting of the partners or the international limited partners;
- (e) to wind up an international limited partnership pursuant to this Act;

- (f) to take any action required or permitted by law to bring, pursue or settle or otherwise terminate a derivative action in the right of the limited partnership;
- (g) to serve on a committee of the international limited partnership or the international limited partners or to appoint, elect or otherwise participate in the choice of a representative or another person to serve on any such committee, and to act as a member of any such committee directly or by or through any such representative or other person;
- (h) to act or cause the taking or refraining from the taking of any action including by proposing, approving, consenting or disapproving by voting or otherwise, with respect to one or more of the following matters —
 - (i) the dissolution and winding up of the international limited partnership or an election to continue the international limited partnership or an election to continue the business of the international limited partnership;
 - (ii) the sale, exchange, lease, mortgage, assignment, pledge or other transfer of, or granting of a security interest in, any asset or assets of the international limited partnership;
 - (iii) the incurrence, renewal, refinancing or payment or other discharge of indebtedness by the international limited partnership;
 - (iv) a change in the nature of the business;
 - (v) the admission, removal or retention of an international general partner;
 - (vi) the admission, removal or retention of an international limited partner;
 - (vii) a transaction or other matter involving an actual or potential conflict of interest;
 - (viii) an amendment to the memorandum or articles of partnership;
 - (ix) the merger or consolidation of an international limited partnership;
 - (x) the making of or calling for or the making of other determinations in connection with contributions;

- (xi) the indemnification of any partner or other person; or
- (xii) such other matters as are stated in the memorandum of partnership or in any written agreement;
- (i) to —
 - (i) serve on the board of directors or a committee of;
 - (ii) consult with or advise;
 - (iii) be an officer, director, stockholder, partner other than a general partner;
 of the international limited partnership;
- (j) to be a member, manager, trustee, agent or employee of, or to be a fiduciary or contractor for, any person in which the international limited partnership has an interest or any person providing management, consulting, advisory, custody or other services or products for, to or on behalf of, or otherwise having a business or other relationship with, the international limited partnership or a general partner of the limited partnership; or
- (k) granted or permitted to international limited partners pursuant to this Act and not specifically enumerated in this subsection.

(3) Subsection (2) shall not be construed as exclusive or as indicating that any other powers possessed or exercised or any other capacities held or acted in by an international limited partner shall be sufficient to cause the international limited partner to be deemed to take part in the control of the partnership business within the meaning of subsection (1).

(4) This section does not create rights or powers of international limited partners, such rights and powers may be created only by the memorandum and articles, a partnership agreement or any other agreement or in writing, or by other sections of this Act.

(5) An international limited partner shall not be deemed to participate in the control of the international limited partnership business within the meaning of subsection (1) by reason of the international limited partner —

- (a) possessing any one or more of the rights or powers specified in subsection (2) regardless of the nature, extent, scope, or frequency of his or her possession of the rights or powers; or
- (b) exercising or attempting to exercise one or more of the rights or powers specified in subsection (2) regardless of whether he or she possesses the rights or powers; or

- (c) holding or acting or attempting to act in one or more of the capacities specified in subsection (2) regardless of whether he or she has the right or power to hold or act in those capacities.

Admission of additional international limited partners

68. After the formation of an international limited partnership additional international limited partners may be admitted upon making an amendment to the articles.

Rights, powers and liabilities of an international general partner

69. An international general partner of an international limited partnership shall have all the rights and powers and be subject to all the restrictions and liabilities of an international general partner in an international general partnership, except that without the written consent or ratification of the specific act by all the international limited partners an international general partner or all the international general partners have no authority to do any one or more of the following —

- (a) do any act in contravention of the articles;
- (b) do any act which would make it impossible to carry on the ordinary business of the international limited partnership;
- (c) enter a judgment against the international limited partnership;
- (d) possess international limited partnership property, or assign their rights in specific international limited partnership property, for any purpose other than a partnership purpose;
- (e) admit a person as an international general partner, unless the right so to do is given in the articles;
- (f) admit a person as an international limited partner, unless the right so to do is given in the articles; or
- (g) continue the business with international limited partnership property on the death, retirement, bankruptcy or incapacity of an international general partner, unless the right so to do is given in the articles.

Rights of an international limited partner

70.— (1) An international limited partner shall have the same rights as an international general partner to —

- (a) inspect at all times and to copy any of the international limited partnership books;
- (b) receive on demand-
 - (i) true and full information of all things affecting the partnership, and
 - (ii) a formal account of international limited partnership affairs whenever circumstances render it just and reasonable; and
- (c) subject to any limitation specified in the articles, apply to the court for an order that the partnership be dissolved and wound up.

(2) An international limited partner shall have the right to receive a share of the profits or other compensation by way of income, and to the return of his or her contribution as provided in sections 76 and 83.

Status of person erroneously believing himself or herself to be an international limited partner

71. A person who has contributed to the capital of a business conducted by a person erroneously believing that he or she has become an international limited partner in an international limited partnership is not, by reason of his or her exercise of the rights of an international limited partner, an international general partner with the person carrying on the business or bound by the obligations of the person if on ascertaining the mistake he or she promptly renounces his or her interest in the profits of the business or other compensation by way of income.

One person both international general and international limited partner

72.— (1) A person may be an international general partner and an international limited partner in the same international partnership at the same time.

(2) A person who is an international general partner, and also at the same time an international limited partner, shall have all the rights and powers and be subject to all the restrictions of an international general partner, except that in respect to his or her contribution he or she shall have the rights against the other international partners which he or she would have had if he or she were not also an international general partner.

Loans and other business transactions with international limited partner

73.— (1) An international limited partner may loan money to and transact other business with the international limited partnership, and, unless he or she is also an international general partner, may receive on account of resulting claims against the international limited partnership, with general creditors, a pro rata share of the assets.

(2) An international limited partner shall not in respect to any claim referred to in subsection (1) —

- (a) receive or hold as collateral security any international limited partnership property; or
- (b) receive from an international general partner or the international limited partnership any payment, conveyance or release from liability, if at the time the assets of the international limited partnership are not sufficient to discharge partnership liabilities to persons not claiming as international general partners or international limited partners.

(3) The receiving of collateral security, payment, conveyance or release in violation of subsection (2) is a fraud on the creditors of the international limited partnership.

Relation of international limited partners *inter se*

74. Partners may agree that one or more of the international limited partners shall have a priority over other international limited partners as to —

- (a) the return of their contributions;
- (b) their compensation by way of income; or
- (c) any other matter.

(2) If such an agreement is made it shall be stated in the articles and in the absence of such a statement all the international limited partners shall stand upon equal footing in proportion to their respective contributions actually made to the international limited partnership.

Compensation of international limited partner

75. An international limited partner may receive from the international limited partnership the share of the profits or the compensation by way of income stipulated in the articles, provided

that after the payment is made, whether from the property of the international limited partnership or that of an international general partner, the international limited partnership assets are in excess of all liabilities of the international limited partnership except liabilities to international limited partners on account of their contributions and to international general partners.

Withdrawal or reduction of international limited partner's contribution

76.— (1) An international limited partner shall not receive from an international general partner or out of international limited partnership property any part of his or her contribution until —

- (a) all liabilities of the international limited partnership, except liabilities to international general partners and to international limited partners on account of their contributions, have been paid or there remains property of the international limited partnership sufficient to pay them;
- (b) the consent of all international partners is given unless the return of the contribution may be rightfully demanded pursuant to subsection (2); and
- (c) the articles are amended as to specify the withdrawal or reduction provided that no amendment is required where the withdrawal or reduction occurs in accordance with the articles.

(2) Subject to the provisions of subsection (1), an international limited partner may rightfully demand the return of his or her contribution —

- (a) upon the dissolution of the international limited partnership unless its business is continued pursuant to the exercise by other international partners of a right or power specified in the articles;
- (b) when the time specified in the articles for its return has arrived or the events specified in the articles on the happening of which its return shall be made has occurred; or
- (c) after he or she has given six months' notice in writing to all other international partners if no time is specified in the articles either for the return of the contribution or for the dissolution of the international limited partnership and no events are specified in the articles on the happening of which the return of the contribution shall occur.

(3) In the absence of any statement in the articles to the contrary or the consent of all international partners, an international limited

partner irrespective of the nature of his or her contribution has only the right to demand and receive cash in return for his or her contribution.

(4) An international limited partner may have the international limited partnership dissolved and its affairs wound up when —

- (a) he or she rightfully but unsuccessfully demands the return of his or her contribution; or
- (b) the other liabilities of the international limited partnership have not been paid or the international limited partnership property is insufficient for their payment as required by paragraph (a) of subsection (1) and the international limited partner would otherwise be entitled to the return of his or her contribution.

Liability of international limited partner to international limited partnership

77.— (1) An international limited partner is liable to the international limited partnership —

- (a) for the difference between his or her contribution as actually made and that stated in the articles as having been made; and
- (b) for any unpaid contribution which he agreed in the articles to make in the future at the time and on the conditions stated in the articles.

(2) An international limited partner holds as trustee for the international limited partnership —

- (a) specific property stated in the articles as contributed by him or her but which was not contributed or which has been wrongfully returned; and
- (b) money or other property wrongfully paid or conveyed to him or her on account of his or her contribution.

(3) The liabilities of an international limited partner as specified in this section can be waived or compromised only by the consent of all partners, but a waiver or compromise shall not affect the right of a creditor of an international limited partnership who extended credit or whose claim arose before an amendment of the articles to enforce such liabilities.

(4) An international limited partner who receives any part of his or her contribution in violation of subsection (1) of section 76 and who

knew at the time of the receipt that the withdrawal or reduction of this contribution violated subsection (1) of section 76 shall be liable to the international limited partnership for the amount of the withdrawal or reduction and an international limited partner who receives any part of his or her contribution in violation of subsection (1) of section 76 and who did not know at the time of the receipt that the withdrawal or reduction violated subsection (1) of section 76 shall not be liable for the amount of the distribution.

(5) Subject to subsection (6), subsection (4) shall not affect any obligation or liability of an international limited partner pursuant to an international limited partnership agreement or other applicable law for the amount of the withdrawal or deduction received.

(6) Unless otherwise agreed, an international limited partner who receives any part of his or her contribution from an international limited partnership shall have no liability pursuant to this Act or other applicable law for the amount received after the expiration of three years from the date of receipt.

Assignment of international limited partner's interest

78.— (1) Unless otherwise provided in the articles an international limited partner's interest is assignable.

(2) The successor in interest of an international limited partner who has died shall have all the rights of an assignee of that international limited partner's interest until the successor in interest is admitted as a substituted international limited partner.

Admission as a substituted international limited partner

79.— (1) An assignee has the right to become a substituted international limited partner if —

- (a) all the international partners except the assignor consent;
- (b) the assignor, being empowered by the articles gives the assignee that right; or
- (c) the articles condition the admission of the assignee on the prior approval of one or more international partners other than the assignor, and such approval is obtained.

(2) An assignee becomes a substituted international limited partner upon the execution of the necessary amendment to the articles reflecting such admission or such later date as is specified in the amendment, provided that where the assignor's identity is specified in the memorandum such admission shall not become effective until the memorandum shall have been amended in accordance with section 16.

(3) A substituted international limited partner has all the rights and powers which were possessed by the assignor and, subject to subsection (4), is subject to all the restrictions and liabilities to which the assignor was subject regardless of whether the substituted international limited partner had knowledge of those restrictions and liabilities at the time he became a substituted international limited partner and regardless of whether those restrictions and liabilities were ascertainable from the articles.

(4) The substitution of an assignee as an international limited partner does not release the assignor from liability to the international limited partnership pursuant to section 77.

(5) An assignee who does not become a substituted international limited partner has no right to require any information or account of the international limited partnership transactions or to inspect the international limited partnership books but is only entitled to receive the share of the profits or other compensation by way of income, or the return of contribution to which the assignor would otherwise be entitled.

Effect of retirement, death, incapacity or bankruptcy of an international general partner

80. The retirement, death, incapacity, or bankruptcy or insolvency of an international general partner dissolves the international limited partnership unless the business is continued by the remaining international general partners —

- (a) pursuant to a right so to do stated in the articles; or
- (b) with the consent of all international partners,

Death of international limited partner

81.— (1) On the death of an international limited partner his or her executor or administrator shall have all the rights of an international limited partner for the purpose of settling his or her estate and such power as the deceased had to constitute his or her assignee a substituted international limited partner.

(2) The estate of a deceased international limited partner shall be liable for all his or her liabilities as an international limited partner.

Rights of creditors of international limited partner

82.— (1) On due application to a court of competent jurisdiction by any judgment creditor of an international limited partner, the court may-

- (a) charge the international partnership interest of the indebted international limited partner with payment of the unsatisfied amount of the judgment debt;
- (b) appoint a receiver of the international limited partner's interest in the international partnership; and
- (c) make all other orders, directions and inquiries which the circumstances of the case may require.

(2) The interest to be charged pursuant to paragraph (a) of subsection (1) may be redeemed with the separate property of any international general partner but may not be redeemed with international limited partnership property.

(3) The remedies conferred by subsection (1) shall not be deemed exclusive of others which may exist.

Distribution of assets

83.— (1) In settling accounts after the dissolution of an international limited partnership the liabilities of the international limited partnership shall be entitled to payment in the following order —

- (a) liabilities to creditors, in the order of priority as provided by law, except those to international limited partners on account of their contributions, and to international general partners; and
- (b) except as otherwise provided in the articles, liabilities to -
 - (i) international limited partners in respect of their share of the profits and other compensation by way of income on their contributions;
 - (ii) international limited partners in respect of the capital of their contributions;
 - (iii) international general partners other than for capital and profits;

- (iv) international general partners in respect of profits; and
- (v) international general partners in respect of capital.

(2) Subject to any provision in the articles, international limited partners share in the international limited partnership assets in respect of their claims for capital, and in respect of their claims for profits or for compensation by way of income on their contributions, respectively, in proportion to the amounts of such claims.

Service of notice on international partners

84. Any notice, information or written statement required pursuant to this Act to be given by an international limited partnership formed pursuant to this Act to international limited partners must be served —

- (a) in the manner prescribed in the articles; or
- (b) in the absence of a provision in the articles, by personal service or by mail addressed to each international limited partner at the address shown in the articles.

Service of process, etc., on international limited partnership

85.— (1) Any summons, notice, order, document, process, information or written statement to be served on an international limited partnership formed pursuant to this Act may be served by leaving it, or by sending it by registered mail to, the registered agent of the international limited partnership.

(2) Service of any summons, notice, order, document, process, information or written statement to be served on an international limited partnership formed pursuant to this Act may be proved by showing that the summons, notice, order, document, process, information or written statement —

- (a) was mailed in such time as to admit its being delivered in the normal course of delivery, within the period prescribed for service; and
- (b) was correctly addressed and the postage was prepaid.

Books and records

86. An international limited partnership formed pursuant to this Act shall keep such accounts and records as the partners consider

necessary or desirable in order to reflect the financial position of the international limited partnership.

Register of Contributions

87.— (1) Notwithstanding section 86, the international general partners of an international limited partnership shall maintain or cause to be maintained at the registered office of the international limited partnership a Register of Contributions in which shall be recorded the name and address, amount and dates of contributions of each partner and the amount and date of any payment representing a return of any part of any partner's contribution.

(2) The Register of Contributions referred to in subsection (1) shall—

- (a) be updated within twenty one business days of any change in the particulars required to be entered therein; and
- (b) constitute *prima facie* evidence of the matters which by subsection (1) are directed to be entered therein.

(3) Where an international limited partnership wilfully contravenes subsection (1) the international general partners of the international limited partnership are each deemed to commit an offence and are each liable, on summary conviction, to a fine not exceeding five hundred dollars.

Registered agent desiring to resign

88.— (1) Where the registered agent of an international limited partnership desires to cease to act as registered agent and is unable to reach an agreement with the international limited partnership for which he or she is registered agent concerning his or her replacement, the following provisions apply —

- (a) the registered agent shall give not less than ninety days written notice to at least one international partner of the international limited partnership of which he or she is the registered agent at the international partner's last known address specifying his or her wish to resign as registered agent;
- (b) the registered agent shall submit to the Registrar a copy of the notice;
- (c) if, at the time of expiry of the notice, the international limited partnership has not caused to be registered a supplementary memorandum to change its registered agent, the registered

agent shall inform the Registrar in writing that the international limited partnership has not changed its registered agent and the Registrar shall publish a notice in the *Gazette* that the name of the international limited partnership will be struck off the Register, unless within thirty days from the date of the publication of the notice in the *Gazette* there is registered with the Registrar a supplementary memorandum to change its registered agent; and

- (d) if within thirty days from the date of the publication of the notice referred to in paragraph (c) there has not been registered with the Registrar a supplementary memorandum to change the registered agent, the Registrar shall strike the name of the international limited partnership off the Register and shall publish in the *Gazette* a notice that the name of the international limited partnership has been struck off.

(2) Where the licence of a registered agent pursuant to the Registered Agent and Trustee Licensing Act has been revoked, has not been renewed or has expired due to the death of the registered agent—

- (a) the Director, shall notify the Registrar forthwith;
- (b) the Registrar shall forthwith send a notice, by registered mail to any partner of the international limited partnership whose registered agent's licence has been revoked, has not been renewed or has expired by reason of the death of the registered agent, specifying that unless within ninety days of the date of the notice there is filed with him a supplementary memorandum to change its registered agent, the name of the international limited partnership shall be struck off the Register; and
- (c) if, at the expiry of the ninety days specified in paragraph (b) there shall not have been filed a supplementary memorandum to change its registered agent, the Registrar shall strike the name of the international limited partnership off the Register and shall publish a notice in the *Gazette* to that effect.

(3) An international limited partnership that has been struck off the Register pursuant to this section remains liable for all claims, debts, liabilities and obligations of the international limited partnership, and the striking-off does not affect the liability of any of its partners.

Powers of international general partners in the event of dissolution

89. Subject to sections 54(1) and 95, in the event of a dissolution pursuant to this Act the international general partners may only —

- (a) authorise a liquidator who shall not be a body corporate to carry on the business of the international limited partnership if the liquidator determines that to do so would be necessary or in the best interests of the international limited partnership or its creditors; and
- (b) determine to rescind the articles of dissolution as permitted pursuant to section 93.

Duties of liquidator

90. A liquidator shall, upon his or her appointment by an international limited partnership and upon the commencement of a winding-up proceed —

- (a) to identify all assets of the international limited partnership;
- (b) to identify all creditors of and claimants against the international limited partnership;
- (c) to pay or provide for the payment of, or to discharge, all claims, debts, liabilities and obligations of the international limited partnership;
- (d) to distribute any surplus assets of the international limited partnership to the partners in accordance with the actions and transactions of the liquidator;
- (e) to prepare or cause to be prepared a statement of accounts in respect of the actions and transactions of the liquidator; and
- (f) to send a copy of the statement of account to all the international partners if so required by the plan of dissolution required by section 92.

Powers of liquidator

91. In order to perform the duties imposed on him or her pursuant to section 92, a liquidator has all powers of the international general partners including but not limited to the power —

- (a) to take custody of the assets of the international limited partnership and in connection therewith, to register any property of the international limited partnership in the name of the liquidator or that of his or her nominee;

- (b) to sell any assets of the international limited partnership at public auction or by private sale without any notice;
- (c) to collect the debts and assets due or belonging to the international limited partnership;
- (d) to borrow money from any person for any purpose that will facilitate the winding-up and dissolution of the international limited partnership and to pledge or mortgage any property of the international limited partnership as security for any such borrowing;
- (e) to negotiate, compromise and settle any claim, debt, liability or obligation of the international limited partnership;
- (f) to prosecute and defend, in the name of the international limited partnership or in the name of the liquidator or otherwise, any action or other legal proceedings;
- (g) to retain solicitors, accountants and other advisers and appoint agents;
- (h) to carry on the business of the international limited partnership, if the liquidator has received authorisation to do so in the plan of liquidation or by the international general partners as permitted pursuant to section 89, as the liquidator may determine to be necessary or to be in the best interests of the creditors or the international partners;
- (i) to execute any contract, agreement or other instrument in the name of the international limited partnership or in the name of the liquidator; and
- (j) to make any distribution in money or in other property or partly in each, and if in other property, to allot the property, or an undivided interest therein, in equal or unequal proportions.

(2) Notwithstanding paragraph (h) of subsection (1), a liquidator shall not without the permission of the court carry on for a period in excess of two years the business of an international limited partnership that is being wound-up and dissolved pursuant to this Act.

Procedure on winding-up and dissolution

92.— (1) The general partners of an international limited partnership required or proposing pursuant to this Act to wind-up and dissolve shall approve a plan of dissolution containing —

- (a) a statement of the reason for the winding-up and dissolution;
- (b) a statement that the international limited partnership is, and will continue to be, able to discharge or pay or provide for the payment of all claims, debts, liabilities and obligations in full;
- (c) a statement that the winding-up will commence on the date when articles of dissolution are submitted to the Registrar or on such date subsequent thereto, not exceeding thirty days, as is stated in the articles of dissolution;
- (d) a statement of the estimated time required to wind-up and dissolve the international limited partnership;
- (e) a statement as to whether the liquidator is authorised to carry on the business of the international limited partnership if the liquidator determines that to do so would be necessary or in the best interests of the international limited partnership or creditors;
- (f) a statement of the name and address of each person to be appointed a liquidator and the remuneration proposed to be paid to each liquidator; and
- (g) a statement as to whether the liquidator is required to send to all international partners a statement of account prepared or caused to be prepared by the liquidator in respect of his actions or transactions.

(2) After approval of the plan of dissolution, articles of dissolution shall be executed by the international limited partnership and shall contain —

- (a) the plan of dissolution; and
- (b) the manner in which the plan of dissolution was authorised.

(3) The international general partners of an international limited partnership shall submit articles of dissolution to the Registrar who shall retain and register them and within thirty days immediately following the date on which the articles of dissolution are submitted to the Registrar, the international general partners of the international limited partnership shall cause to be published, in the *Gazette* and in a newspaper of general and at least weekly circulation in Saint Lucia, a notice stating —

- (a) that the international limited partnership is in dissolution;
- (b) the date of commencement of the dissolution; and
- (c) the names and addresses of the liquidators.

(4) A winding-up and dissolution of an international limited partnership commences on the date the articles of dissolution are registered by the Registrar, or on a subsequent date, not exceeding thirty days as is stated in the articles of dissolution.

(5) A liquidator shall upon completion of a winding-up and dissolution submit to the Registrar a statement that the winding-up and dissolution has been completed in accordance with this Act and upon receiving the notice, the Registrar shall —

- (a) strike the international limited partnership off the Register; and
- (b) issue a certificate of dissolution pursuant to the Registrar's hand and seal certifying that the international limited partnership has been dissolved.

(6) Where the Registrar issues a certificate of dissolution pursuant to the Registrar's hand and seal certifying that the international limited partnership has been dissolved —

- (a) the certificate is prima facie evidence of compliance with all requirements of this Act in respect of dissolution; and
- (b) the dissolution of the international limited partnership is effective from the date of issue of the certificate.

(7) Immediately following the issue by the Registrar of a certificate of dissolution pursuant to subsection (5), the liquidator shall cause to be published in the *Gazette* and in a newspaper and at least a general circulation in Saint Lucia a notice that the international limited partnership has been dissolved and has been struck off the Register.

(8) An international general partner of an international limited partnership that contravenes subsection (3) commits an offence and is liable, on summary conviction, to a fine not exceeding five hundred dollars.

Rescission of dissolution

93.— (1) An international limited partnership may, prior to submitting to the Registrar the articles of dissolution specified in subsection (3) of section 92 rescind the articles of dissolution by notice in writing to the Registrar.

(2) A copy of the notice referred to in subsection (1) shall be submitted to the Registrar who shall retain and register it in the Register.

(3) Within thirty days immediately following the date on which the notice referred to in subsection (1) has been submitted to the Registrar, the international limited partnership shall cause a notice stating that the international limited partnership has rescinded its intention to wind up and dissolve to be published in the *Gazette*, and in a publication of general and weekly circulation in Saint Lucia.

Winding-up and dissolution of international limited partnership unable to pay claims, etc.

94. — (1) Where, in the event of a dissolution other than a dissolution by the Court the international general partners of an international limited partnership have reason to believe that the international limited partnership will not be able to pay or provide for the payment of or discharge all claims, debts, liabilities and obligations of the international limited partnership in full, or the liquidator after his or her appointment has reason so to believe, then, the general partners or the liquidator, as the case may be, shall immediately give notice of the fact to the Registrar.

(2) Where notice has been given to the Registrar pursuant to subsection (1), all winding-up and dissolution proceedings after the notice has been given shall be in accordance with the provisions of the Companies Act relating to winding-up and dissolution and those provisions shall apply until the necessary charges to the winding-up and dissolution of the international limited partnership.

Winding-up where dissolution ordered by the court

95. Where dissolution of an international limited partnership is ordered by the Court pursuant to section 55, the Court may make such orders and give such directions for the winding-up of the international limited partnership as it deems just and equitable in the circumstances.

PART VII
MISCELLANEOUS

Annual registration fees

96. An international partnership the name of which is on the Register shall pay to the Registrar the prescribed annual registration fee and, in default of payment of the annual registration fee, it is liable to the prescribed increased annual registration fees.

Fees generally

97. The fees payable pursuant to this Act shall be as prescribed and shall be payable to the Registrar.

International partnership struck off liable for fees, etc.

98. An international partnership formed pursuant to this Act continues to be liable for all fees, annual registration fees, prescribed increased annual registration fees and penalties payable pursuant to this Act notwithstanding that the name of the international partnership has been struck off the Register and all those fees, annual registration fees, prescribed increased annual registration fees and penalties have priority to all other claims against the assets of the international partnership.

Recovery of penalties

99. Any fee payable pursuant to this Act which remains unpaid for thirty days following the date on which demand for payment is made by the Registrar is recoverable before a magistrate in civil proceedings by the Registrar as a debt due.

Fees payable to Registrar

100. The Registrar may refuse to take any action required of him or her pursuant to this Act for which a fee is specified until all requisite fees have been paid.

Exemptions from tax, etc.

101.— (1) Notwithstanding any provision of the Income Tax Act 1989, No. 1 of 1989 the following are exempt from the provisions of the Income Tax 1989, No. 1 of 1989 —

- (a) an international partnership formed pursuant to this Act;
- (b) all payments made by an international partnership to persons who are not resident in Saint Lucia, and
- (c) capital gains realized with respect to any interest in an international partnership by persons who are not resident in Saint Lucia.

(2) No estate tax, inheritance tax, succession tax, gift tax, rate, duty, levy or other charge is payable by persons who are not resident in Saint Lucia with respect to any interest in an international partnership.

(3) Notwithstanding any provision of the Stamp Duty Ordinance Cap 219, the following are exempt from the payment of stamp duty —

- (a) all instruments relating to transfers of property to or by an international partnership;
- (b) all instruments relating to transactions in respect of the interests of an international partnership; and
- (c) all instruments relating to other transactions relating to the business of an international partnership.

Form of certificate

102. Any certificate or other document required to be issued by the Registrar pursuant to this Act shall be in the prescribed form.

Certificate of good standing

103.— (1) The Registrar shall, upon request by any person and payment of the prescribed fee, issue a certificate of good standing pursuant to the Registrar's hand and seal certifying that an international partnership formed pursuant to this Act is of good standing if the Registrar is satisfied that —

- (a) the name of the international partnership is on the Register; and
- (b) the international partnership has paid all the fees payable by the international partnership pursuant to this Act.

(2) The Registrar shall state on the certificate of good standing issued pursuant to subsection (1) whether any proceedings to strike the name of the international partnership off the Register have been instituted.

(3) A certificate of good standing issued pursuant to subsection (1) is *prima facie* evidence of the matters contained therein.

Inspection and copies of documents

104.— (1) Any person may, on payment of the prescribed fee —

- (a) inspect the documents kept by the Registrar pursuant to this Act; and
- (b) require that the Registrar issue —

- (i) a certified copy of the certificate of international limited partnership or certificate of international general partnership; or
- (ii) a certified copy of or extract from any document filed with the Registrar pursuant to this Act.

(2) A certificate of international limited partnership or certificate of international general partnership or extract from any document filed with the Registrar pursuant to this Act if certified as a true copy pursuant to the hand and official seal of the Registrar shall in all civil legal proceedings, criminal legal proceedings and other cases be receivable in evidence in proof of the matters which it states.

Appointment and duties of inspector

105.— (1) The Minister, on the application of an international partnership or of the international partners together holding not less than a one fourth interest therein, may appoint one or more inspectors to investigate the affairs of an international partnership and to report thereon in such manner as the Minister may direct.

(2) The application referred to in subsection (1) shall be supported by such evidence as the Minister may require for the purpose of showing that the applicant has good reason for requiring the investigation, and the expenses of and incidental to such investigation shall be defrayed by the international partnership unless the Minister otherwise directs.

(3) An international partner or a registered agent of an international partnership shall produce to an inspector such books or documents as the inspector may require for the purposes of his or her investigation.

(4) An international partner or a registered agent of an international partnership shall not in the course of an investigation of the affairs of the international partnership —

- (a) refuse to produce any book or document required by the inspector to be produced; or
- (b) refuse to answer any question relating to the affairs of the international partnership;

(5) An international partner or a registered agent who contravenes subsection (4) commits an offence and is liable on summary conviction to a fine not exceeding five thousand dollars.

(6) An inspector may take evidence upon oath in investigating the affairs of an international partnership and for that purpose may administer an oath.

(7) An investigation pursuant to this section shall be held in private unless the international partnership requests that it be held in public.

(8) An inspector investigating the affairs of an international partnership may from time to time report to the Minister and shall on completion of the investigation submit a written report to the Minister.

(9) The Minister may if he or she thinks fit do any one or all of the following —

- (a) forward a copy of the report to the registered office of the international partnership;
- (b) furnish a copy or request and upon payment of the prescribed fee to —
 - (i) any partner of the international limited partnership;
 - (ii) any person whose conduct is referred to in the report;
 - (iii) any other person whose financial interests appear to the Minister to be affected by the matters dealt with in the report;
- (c) cause the report to be printed and published.

(10) If the Minister after examining a report considers that an international partnership, an international partner, the registered agent or an officer, agent or employee of the international partnership —

- (a) has knowingly and willfully done anything in contravention of this Act, the Minister may petition the Court for the dissolution of the international partnership; or
- (b) is carrying on its affairs in a manner that is detrimental to its creditors or the public interest, the Minister may require the international partnership to take such measures as the Minister considers necessary in relation to its affairs.

(11) A copy of the petition referred to in subsection (10) shall be served on the international partnership at least seven clear days before the day set by the Court for the hearing thereof.

(12) If the Court, on the hearing of the petition referred to in subsection (10) is satisfied that the international partnership, or an officer, agent or employee of the international partnership has done anything in contravention of the provisions of this Act, the Court may—

- (a) make an order for the dissolution of the international partnership;
- (b) impose a fine not exceeding five thousand dollars on the international partnership;
- (c) impose a like fine on any partner or registered agent or any officer, agent or employee of the international partnership who knowingly and willfully authorised or submitted the contravention; or
- (d) make an order pursuant to paragraph (a) and impose a fine pursuant to paragraph (b) and (c).

Minister's power to require production of documents

106.— (1) The Minister may, at any time, if the Minister thinks there is good reason to do so, require an international partnership, an international partner or the registered agent of an international partnership to produce at the time and place as may be specified in the directions, to the officer of the Minister specified in the directions, the books and documents as may be so specified.

(2) The Minister or the officer of the Minister specified in the directions referred to in subsection (1) may take copies of any books and papers produced pursuant to subsection (1).

(3) The Minister or the officer of the Minister specified in the directions referred to in subsection (1) may require any past or present international partner, registered agent, officer or agent of an international partnership to provide an explanation of, or make a statement in relation to, any of the books or papers produced pursuant to subsection (1).

(4) A past or present international partner, registered agent, officer or agent of an international partnership shall not —

- (a) refuse to produce books or papers required pursuant to subsection (1);
- (b) refuse to provide an explanation or make a statement pursuant to subsection (3).

(5) A past or present international partner, registered agent, officer or agent of an international partnership who contravenes subsection (3) commits an offence and is liable on summary conviction to a fine not exceeding five thousand dollars.

(6) If the requirement to produce books or papers is not complied with, a magistrate may, if satisfied on information on oath laid pursuant to the authority of the Minister that there are reasonable grounds for suspecting that there are any books or papers of which production has been required pursuant to subsection (1), issue a warrant authorising a police officer together with any other persons named in the warrant to enter the premises specified in the warrant, using such force as is reasonably necessary for the purpose, and to search the premises and take possession of any books or papers appearing to be the books or papers, the production of which have been required pursuant to subsection (1) and to take any other steps which may appear necessary for preserving them or preventing interference with them.

(7) A warrant issued pursuant to subsection (5) continues in force until the end of one month after the date on which it is issued.

(8) A person shall not —

- (a) obstructs the exercise of a right of entry or search conferred by a warrant issued pursuant to this section; or
- (b) obstructs the exercise of a right conferred by a warrant issued pursuant to this section to take possession of any books or papers.

(9) A person who contravenes subsection (1) commits an offence and is liable on summary conviction to a fine not exceeding five thousand dollars.

(10) Any books or papers of which possession is taken pursuant to this section may be retained for a period not exceeding three months unless within that period there are commenced criminal proceedings to which the books or papers are relevant, in which case, they may be retained until the conclusion of those proceedings.

Privileged information

107. Nothing in sections 105 and 106 —

- (a) compels the production by any person of any book or document which he or she would, in an action in the High Court, be entitled to refuse to produce on grounds of legal professional privilege;
- (b) authorises the taking of possession of any such book or document which is in the person's possession; or
- (c) requires the disclosure by any person to the Minister or to an inspector appointed by the Minister of information which in an action in the High Court that person would be entitled to refuse to disclose on grounds of legal professional privilege except, if he is a lawyer, the name and address of his or her client.

Provision for security of information obtained

108.— (1) Subject to subsections (2) and (3), no information, book or document referred to in section 107 which has been obtained pursuant to sections 105 or 106 and which relates to any person shall, without the previous consent in writing of that person, be published or disclosed unless the publication or disclosure is required —

- (a) with a view to the institution of or otherwise for the purpose of criminal proceedings;
- (b) for the purpose of the examination of any person by inspectors in the course of their investigation;
- (c) for the purposes of proceedings pursuant to subsections (5) and (9) of section 105;
- (d) for the purpose of enabling or assisting an official receiver to discharge his or her functions pursuant to enactments relating to insolvency;
- (e) for the purpose of enabling or assisting a body which is for the time being a recognised professional body for the purposes of any insolvency enactment to discharge its functions as such;
- (f) with a view to the institution of, or otherwise for the purpose of, any disciplinary proceedings relating to the exercise by a lawyer, auditor, accountant, valuer or actuary of his or her professional duties; or
- (g) for the purpose of enabling or assisting an authority in a country or territory outside Saint Lucia to exercise functions corresponding to those of the Director of Financial Services.

(2) Any information or document obtained pursuant to section 105 or 106 may, without the consent of the person to whom it relates, be published or disclosed to —

- (a) the Minister;
- (b) an inspector ;
- (c) the Attorney General; or
- (d) the Director of Financial Services

(3) The Minister may, if the Minister thinks fit, disclose any information obtained pursuant to sections 105 or 106 to the persons listed at paragraphs (b) to (d) of subsection (2) in any circumstances in which or for any purpose for which the preceding subsections of this section do not preclude disclosure.

Declaration by the court

109.— (1) An international general partner of an international partnership formed pursuant to this Act may, without the necessity of joining any other party, apply to the Court by summons supported by any affidavit, for a declaration on any question of interpretation of this Act or of the memorandum or the articles of an international partnership.

(2) A person acting in accordance with a declaration made by the court as a result of an application pursuant to subsection (1) shall be deemed, in so far as regards the discharge of any fiduciary or professional duty, to have properly discharged his or her duties in the subject matter of the application.

Application of International Business Companies Act

110. Part VIII of the International Business Companies Act applies with the necessary changes to this Act

Judge in Chambers

111. A judge of the High Court may exercise in Chambers any jurisdiction that is vested in the court by this Act and in exercise of that jurisdiction, may award such costs as may be just.

Time for prosecution

112. A prosecution for an offence pursuant to this Act or the Regulations may be commenced within five years from the date of the commission of the offence but not at any time thereafter.

General penalty

113. A person who contravenes any provision of this Act or the Regulations commits an offence and unless otherwise provided in the Act or the Regulations is liable on summary conviction to a fine of five thousand dollars.

Regulations

114. The Minister may make Regulations —

- (a) with respect to the duties to be performed by the Registrar pursuant to this Act;
- (b) prescribing the place where the office for the registration of limited partnerships is located;
- (c) providing for the conduct and regulation of the registration of international partnerships pursuant to this Act;
- (d) prescribing the fees to be paid pursuant to this Act;
- (e) prescribing the forms to be used in respect of matters arising pursuant to this Act;
- (f) with respect to the conduct, duties and responsibilities of registered agents;
- (g) providing for the restoration of an international partnership, the name of which has been struck off the Register, to the Register and the fees applicable thereto; or
- (h) providing for such matters as are contemplated by or necessary for giving full effect to the provisions of this Act and for its due administration.

SCHEDULE*(Sections 9 and 15)***Rules for determining existence of an international partnership**

In determining whether an international partnership does or does not exist, regard shall be had to the following rules —

- (a) all circumstances surrounding the contract are to be considered and the true intent of the parties is to be ascertained from their agreement, words and conduct;
- (b) joint tenancy, tenancy in common, joint property, common property or part ownership does not of itself create a partnership as to anything so held or owned, whether the tenants or owners do or do not share any profits made by the use thereof;
- (c) the sharing of gross returns does not of itself create a partnership, whether the persons sharing such returns have or have not a joint or common right or interest in any property from which or from the use of which the returns are derived; and
- (d) the receipt by a person of a share of the profits of a business is *prima facie* evidence that he is a partner in the business, but receipt of such a share, or of a payment contingent on or varying with the profits of a business, does not of itself make him a partner in the business; and in particular —
 - (i) the receipt by a person of a debt or other liquidated amount by installments or otherwise out of the accruing profits of a business does not of itself make him a partner in the business or liable as such;
 - (ii) a contract for the remuneration of a servant or agent of a person engaged in a business by a share of the profits of the business does not of itself make the servant or agent a partner in the business or liable as such;
 - (iii) a person being the widow or child of a deceased partner, and receiving by way of annuity a portion of the profits made in the business in which the deceased person was a partner, is not by reason only of such receipt a partner in the business or liable as such;
 - (iv) the advance of money by way of loan to a person engaged or about to engage in any business on a contract in writing with that person, signed by or on behalf of all the parties thereto, that the lender shall receive a rate of interest varying with the profits arising from carrying on the business, does not of itself make the lender a partner with the person or persons carrying on the business or liable as such; and

No. 23] *International Partnership Act* [2006.

- (v) a person receiving by way of annuity or otherwise a portion of the profits of a business in consideration of the sale by him of the goodwill of the business is not by reason only of such receipt a partner in the business or liable as such.

Passed in the House of Assembly this 7th day of February, 2006.

J. BADEN ALLAIN,
Speaker of the House of Assembly.

Passed in the Senate this 2nd day of March, 2006.

HILFORD DETERVILLE,
President of the Senate.