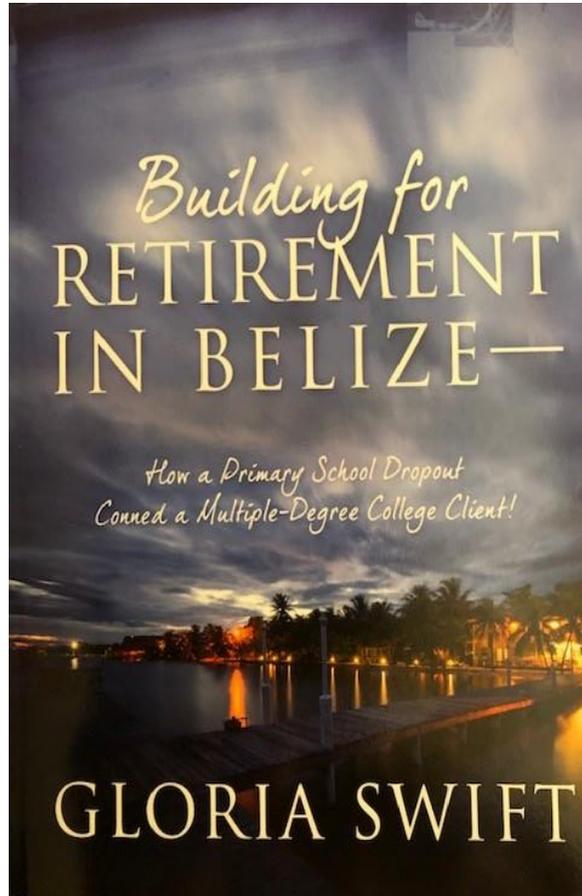


Building for Retirement in Belize



Building for Retirement in Belize
How a Primary School Dropout Conned a Multiple Degree
College Client
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Be strong and courageous. Do not be afraid and terrified because of them, for the Lord your God goes with you. He will never leave you nor forsake you.

KJV Deuteronomy 31:6

“I have told you these things, so that in me you may have peace. In this world you will have trouble. But take heart! I have overcome the world.”

NIV John 16:33

Heartfelt thanks to my Mom and sisters Margie and Eva
who prayed tirelessly for justice and
for their unwavering support during this horrible ordeal,
and to my friends Jerusha Verna and Earl and Diantha
Allen who always shared words of encouragement.

Special "thank you" to Mrs. Peterson, my first attorney. She took time and read *every* piece of paper pertinent to the case, whether it was an email or a receipt. She was meticulous with numbers and balanced every receipt with the deficiency corrected. She met with and interviewed witnesses. She drew my attention to the lack of details in the contract and estimates.

The case became complex when the Defendant countersued and began filing frivolous requests for "emergency undertakings." This book chronicles the author's experiences in the non-regulated construction industry in Belize and the horrors of doing business long distance.

This book was first published in 2017 without pictures and before a lawsuit was filed. It is being republished with photos and transcripts from the trial. Errors in mechanics and grammar are quoted and written as submitted.

Note: Transcripts from the trial, witness statements, emails, and contractor's estimates are copied verbatim with errors in grammar and mechanics.

Note: Annex is the title for exhibits. Both Claimant (author) and Defendant provided annexes. Most of the annexes provided by Defendant were from the author's documentations.

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Introduction

The legal system in Belize – well, let me say this. If you do not have money, time, and fortitude, do not pursue justice in Belize. It is a lesson all its own.

Witness Statements, which are numbered by paragraphs, are exchanged before trial. This gave each side an opportunity to review and share them with their clients, prepare and file objections, and mount a defense.

My cousin Rosa suggested I contact her employer, Jennifer Kimble, an attorney, and have her review my documents, including what was filed in the Supreme Court. Jennifer and I spent a day reviewing documents, and she made some amendments. She advised me that Witness Statements had to be provided if the case went to trial. She showed me a binder that was at least two inches high and said, “We put this together for our clients. Start from the beginning and list everything chronologically and insert your photos with your explanations, just like you did here. (She pointed to a copy of documents I had prepared.) If it is at the end, and something gets tossed, you lose important information. The judge’s rulings are based on Witness Statements.” She could not take on my case because she was busy but told Mr. Henry about it. He agreed to take the case. She said he was “vicious.”

I changed attorneys and began work on my Witness Statements beginning with June 2015 when I first met Ben, the contractor, and concluded with events up to July 2018. All documents, including photographs, emails, and copies of wire transfers, were identified and described, in addition to statements from witnesses who had encountered Ben and/or had seen the deficiencies. My document was about seven inches high.

In February 2018, the Judge mentioned that “this was a human relations issue.” In April before we went before the judge, I gave my attorney videos of the deficiencies. During the judge’s briefing, she asked if anyone remembered what she said in February. I waited. No one answered, but I did. “I do.” Judge Graham looked at Mr. Henry who said, “My client has a good memory, My Lady.” Mediation was scheduled for May 24, but it was a bust. Consequently, the trial was set for October 17 and 18, 2018.

When Mr. Henry visited the property in February, he saw tons of papers and said, “I am not afraid of paperwork, but I will not read that.” In July 2018, I met with Mr. Henry and handed over more videos, photographs, and four documents. The most important was my ‘unofficial’ Witness Statements which included supporting documents. The second were spreadsheets with photographs which identified each deficiency/defect, what caused it, how it can be repaired, the contractor who provided the information and made the correction, the cost, and receipt. Attached were estimates to correct deficiencies, list of missing items and replacement costs, and works paid for but not completed or attempted. There was a folder with statements from 10 individuals; four more were emailed. The final document was a list of five witnesses since the Court was notified in June that “We needed five witnesses or less.”

I followed Mr. Henry out of the conference room. He handed the documents to his paralegal. Witness Statements were due to the Court and Defense by August 31. An extension was granted until September 14, 2018.

September 12, 13, and 14 were spent in my attorney’s conference room working with him on my Witness Statements. Mr. Henry made it clear that he did

not read the Witness Statements I left because *it was too much information*. He also said, “The judge will not read *that* because it’s overwhelming.”

I replied that I had everything organized in chronological order with explanations, but he said, “I have it organized this way.” He explained his three sections. Tears streamed down my face as he rushed me to find this and explain that and wanting the “abbreviated version.” I told him I did not work that way. I suggested he ask for an extension, but he said we did not need it. All the time I was thinking, *Why did I listen to people and change attorneys?*

October 17, 2018 was the first day of the trial. Judge Graham reviewed the objections by both sides, listened to each point/counterpoint, then struck out the whole paragraph or portion(s) thereof and explained the legal ruling. Having cleared all objections, she said,

“...Just one last thing of housekeeping. It’s a lot of evidence. It is one thing when you give the court a lot of documents. It’s another thing as to what the court is supposed to do with the documents. I am supposed to get from the documents. You can’t leave me at large...So whatever they are really and truly supposed to do, some things speak for themselves, for example, the transfers, etc. but miles and miles of paper with writing on it and so on – somewhere along the line –”

Mr. Henry, “You’re referring specifically to?”

“The figures and what is supposed to be estimates and what’s not. Are there things in there that I am supposed to be drawing inferences from...?”

“These documents were put in by the witness. They form the basis of certain allegations which —”

“I am just telling you if they have to be used a certain way, if they have to be used other than just simply providing support for here is a document that was passed on but the actual content in the document informs inferences that the Court has to draw as to things, widening things being accounted for or unaccounted for that should be there, you have to point them out to me, otherwise I wouldn’t know.”

I wanted to jump out of my seat, raised my copies, and say, “My Lady, I have everything detailed, organized, and explained right here in the Witness Statements and spreadsheets that I have developed. Headings are highlighted, and the narrative has pictures and descriptions. It is a large amount, but you can see value and relationship of each item.”

Before I was cross-examined, Mr. Henry asked me to explain photographs which were attached to my Witness Statements. A few of those should have been left out and others added that had more depth as to the seriousness of the deficiencies, especially since we did not submit any videos.

This case developed into a tangled web of perfidy. That is why, to defend it, you must be familiar with every piece of paper relating to the evidence. Ben **had no records. None.** He used the information from my Statement of Claim and my detailed responses to his Counterclaim and frivolous Undertakings to build his case.

Salutation

Dear Reader,

This was an awfully expensive construction lesson which should not be repeated.

Do not let them know you are from the United States. Most of the individuals I dealt with assumed I was a “cash cow.” Everyone criticized Ben for what he did to me yet turned around and did the same darn thing.

Collect at least ten references on the contractor.

Get a plan from the architect. Estimates are based on those plans.

When the contractor presents a contract and estimates, read every item line by line. Afterward, take them to your attorney for review.

Do not pay the contractor directly. Send all funds to the bank. Signed verification of job completion and authorization by the architect to pay must be received by the bank before payment is authorized.

Carry a receipt book. If, for some reason, you must make a cash payment, and the contractor says, “I don’t have my receipt book,” whip yours out and take a picture of the payment being made.

Do not write notes on the documents. My notes were factual but were twisted to help Ben’s defense. He had no notes.

Tape-record all conversations and include attorney, architect, and engineer in the decision-making.

When you hire an expert, do not pay the whole amount before you receive a report.

Be careful of people who show up as relatives. Having the same last names does not mean you are related. I went from “Auntie Gloria” to persona non grata because I did not lend them thousands of dollars.

No one wants to go to court. Witnesses will be scared and scarce. Everyone is afraid of retaliation.

Contractors told me they know the Belizean court system, and it is a waste of money and time. Avoid it.

Remember, this is your case. You will be cross-examined on what is in your Witness Statements. Make sure that supporting documents match the narrative. You have photographs. Show them. You have videos. Play them.

This was a case for me to lose. I had copious amounts of documents (spreadsheets, emails, videos, photographs, and reports from witnesses) that did not make it into the Witness Statements submitted to the Court.

When it comes to legal representation, make darn sure the attorney is knowledgeable in the field of construction and will have time for you and your case.

Make sure you are prepared for trial. Preparation is the key for a successful outcome in litigation.

Grab a pen. Make notes in the book.

Ms. Gloria Swift

Draw Your Own Conclusions

Defendant's Counter Claim #17 and Paragraph #44

"In their natural and ordinary meaning, the words complained of meant and were understood to mean the Defendant:

- (i) is incompetent as a contractor;
- (ii) engages in dishonest and unethical business practices;
- (iii) engages in theft of his client's money and/or property;
- (iv) is arrogant and boastful;
- (v) mismanages finances and squanders money;
- (vi) lacks integrity and honesty;
- (vii) bills clients for work not done;
- (viii) victimizes and/or bullies his clients;
- (ix) is a "con man" and/or swindler;
- (x) lies about being an adherent or pastor of the Adventist faith; and
- (xi) is a thief, crook, or otherwise engages in criminal activities."



Where Is Belize?

The former British colony, British Honduras, is bordered by Guatemala on the west and south, Mexico on the north, and east by the Caribbean Sea. Belize is not a third-world country. With infusion of well-educated and perspicacious former Belizeans returning home to lend their expertise, and world-wide exposure in economics, transportation, environmental issues, not to mention tourism, Belize has distinguished itself as a thriving Caribbean Mecca in Central America.

This development led to a booming construction business and many are now contractors. Is that a problem? Yes. At the present time, there are no governmental agencies to regulate and monitor these so-called 'contractors' who prey on unsuspecting, trusting, and financially abled clients from the United States.

Here is one story that will be talked about for decades.



Idea for an Enrichment Center

I visited Belize in 2014. Everyone knew Marcella, my cousin and guide. Consequently, several mothers stopped by the house to converse. Education was a topic of discussion. They did not believe their children were getting the best. One comment got my attention. “It appears that there are two standards of education: one for city kids and one for village kids.”

As the discussion continued, one mother looked at me and asked, “What can you do for our children?”

At the time, I did not have an answer. It was obvious to them that their children needed more academic assistance to supplement what they were getting in the classrooms.

I am an educator. I can build an Enrichment Center. But who will lead the project?

Joseph, my co-worker, will. I had spoken several times about building a school for children, and he had always expressed an interest in visiting Belize.

February 6, 2015

Joseph accompanied me to Bermudian Landing, a village located twenty-six miles west of Belize City. We had five days to plan. We walked around and studied the property. Plans were laid out for the future. Two manufactured homes would be purchased from the Mennonites. Joseph’s job was to combine them as one unit and prepare it as a place for children to learn.



First Encounter with Ben, the Contractor

June 7, 2015

We were traveling down Philip Goldson Highway. Accompanying me were my daughter Becky, her son Xavier, Marcella, and Joseph. We were on our way to Bermudian Landing. This would be our home for at least thirty days as Joseph lead a group of men to transform the structures into a learning center.

As the vehicle motored through the village of Ladyville, Becky yelled, “Mom! Look! Wasn't that a sign for a contractor?”

“Where?”

“Back there.”

“Joseph, pull over.” I have been looking for a contractor.

Immediately, Joseph swerved over to the side of the road and stopped. I retrieved paper and pen from my purse, jumped out the vehicle, and ran back to locate the sign. It was a rickety old sign, words barely legible, but I wrote down ‘Triple J Construction’ and phone number.

I returned to the vehicle and dialed the number. A man answered. I asked to speak with the contractor.

“I am Ben, the contractor and owner. I am in Cayo (Western District) right now, but I can meet with you tomorrow. Where can I find you?”

“Bermudian Landing, the place behind the Baboon Sanctuary.”

“I know where that is. Okay, I will call you tomorrow.”

As soon as I hung up, the phone rang. It was Ben. He called back to verify the phone number.

Ben arrived late in the day. It was raining and dark, but he came because “I promised you I would come. When you called me yesterday, I was in Cayo on a job. The job

was almost finished when the lady took it away from me and refused to pay me.”

“Wow! You mean people work you and don't pay you?”

“Yes.”

“I can't believe people actually do that.”

“Yes, they do it all the time,” he replied convincingly.

“What are you going to do about it?”

“Nothing. She said she can finish it without me. Let her.” Ben handed me a booklet from a new development that was being built somewhere outside Belize City and left with a promise to return the next day.

I briefed Joseph and Marcella about our conversation. “It does not make sense,” I said. “The lady refused to pay him, and he won't do anything about it.”

Marcella said, “G, something does not add up. What if he was not doing a good job?”

My daughter overheard the comments and chimed in, “Mom, do not get involved in anymore projects here. How much money have you thrown away on this place? Family ripped you off. Locals ripped you off. Now a stranger to rip you off –”

“Let's hope not,” I interrupted. “Your turn, Joseph.”

“I don't know what to say.”

We adjourned for the night.



Ben Provided Estimates for Renovating the Existing Structure

June 9, 2015

The next afternoon, Ben arrived. I escorted him around the property and shared ideas for the future. My plans were to finish the Enrichment Center and upgrade the two-story structure.



Front of two-story structure: summer of 2014, workers replaced wooden veranda and stairs with concrete (incomplete) and began constructing an eight-foot vat since there was no running water at the time.

(Below) Workers added back veranda and stairs. Notice one pillar standing at the foot of the stairs. One morning, the other one fell as I touched it while coming down the stairs. A few days later, the one standing fell by itself.



After examining the two-story structure, Ben informed me that he can repair both floors in place and make the needed repairs to make them look ‘brand new.’ I shared my concerns about the bottom which was constructed a year earlier. Ben said he can raise it four feet, but I was not convinced that he could raise the concrete foundation four feet with a second story on top.

“Leave it to me,” said Ben. “That’s my job. I can do it.”

The next day, June 10, Ben provided estimates but no sketches: \$9,492 for the top; \$17,469 for the bottom. He was advised that I was awaiting visits from two other contractors.



The trial forced me to go back and review all estimates in detail.

Estimate to build a foundation w/h porch, move wooden house, finish interior/Electrical/painting, build a septic and soak away.

Materials			
1 load construction mix	\$	700	
15 sack cement	\$	262	
6 bucket compound	\$	360	
6 – 3/8 steel	\$	150	
10 – ¼ steel	\$	70	
Pipe fitting	\$	400	
2 bucket paint	\$	700	
Electrical	\$	400	
Septic & soak away	\$	2,800	
Truck to lift house	\$	1,200	
Mes	\$	250	
Material	\$7,292	Labour \$2,200	Total \$9,492

Three contractors had confirmed, that except for electrical which was already there, many of these items had nothing to do with renovating the top portion of the structure. Moreover, the materials list does not match the title on the estimate.

The estimate to raise the bottom portion four feet could not be explained. Here is the list of materials:

250 6-in blocks	\$ 500	4 bucket compound	\$240
10 3/8 steel	\$ 235	Tape/screw	\$ 75
8 ½ in steel	\$ 256	4 3/8 plycem	\$288
Lumber for beam	\$ 300	3 bucket primer	\$675
22 heal straps	\$ 187	3 bucket paint	\$825
4 yd plaster	\$ 240	3 gal oil paint	\$180
40 sack cement	\$ 680	Extend the walls	\$400
22 – 2x6x14	\$ 739.20	Electrical	\$800
22 – 2x4x14	\$ 292.80	50 – 1x4x14	\$560
10 – 2x10x14	\$ 560	40 – 1x3x14	\$336
16 drywall	\$480	Mes	\$300
Painted zinc/ridging/foam/screw			\$2,200
Material	\$11,4690	Labour	\$6,000
		Total	\$17,469

One of the contractors looked at me and said, “Ms. Gloria.” He shook his head and hesitated about a minute as if thinking how he should say whatever he wanted to say.

I helped him. “Just say it, darn it.”

“Ms. Gloria, there was a second floor. Where would zinc, cement, and steel go?”

I was embarrassed and still am. Except for the total cost of renovations, I never read the contents of the estimates.



Defendant's Statements

Paragraph #10

“Around late July to early August 2015, Ms. Swift expressed a desire to make certain changes apart from those we initially agreed upon for some structures on her property.

Accordingly, I provided estimates to “extend a porch, new stairs, and renovate the interior” for BZ \$9,492.00...”

“...for the bottom of the existing structure and to “raise and build a belt beam, build a roof/casting/finish plaster and edges, painting/electrical for existing building” for BZ \$17,469.00. However, these agreements were subsequently voided as Ms. Swift told me she wanted to completely change the scope of works.”

Paragraph #14

“In respect of the first guest house, in December 2015, Ms. Swift requested only to renovate the existing living area.”

In June 2015, we talked about renovating the existing structure. There was not any living area to renovate. The place barely held a dining table and four chairs. That was the reason we wanted one of the three bedrooms removed to add space. The L-shaped veranda and two stairs were already there. Renovating the old existing structure was placed on hold in June.

Around late July or early August cannot be factual because Ben began working on the foundation of the restaurant and residence on July 1.



A Glimpse into Ben's Background

June 2015

Ben joined Marcella and me daily on the steps of the existing building. He was waiting for a job, and I was waiting on two other contractors. One day, when Ben was present, one of the contractors arrived. Ben claimed he and the man once worked together, but the man did not acknowledge him.

Marcella asked plenty of questions about Ben's upbringing. I listened and asked a question here and there. Ben shared that when he was growing up, his father was absent, so he helped his mother support the family. She baked bread and from the age of 7 until 14, he sold bread before and after school. As a young man, he was so lost. He was into drugs and womanizing, but he did not feel complete. He ran into difficulties with the Law but cleaned up his act. One night, while roaming the streets of Belize City on his bicycle, he heard music coming from a tent. He went in to see what was happening. Adventists were having a revival. What he heard was what he needed at the time. He stayed in the Adventist Church, met the woman who later became his wife, and worked his way up to becoming a pastor. However, he left the church a few years earlier but still observed the Sabbath.

Ben continued to talk about his womanizing and his use of drugs and alcohol, and Marcella asked more questions. She commented that what she heard did not match the lifestyle of a pastor.

In his Countersuit, Ben claimed, **"I did not discuss my religion with the Claimant. I was an adherent and preacher of the Seventh-Day Adventist Faith for over 18 years...until 2013."**

**Ben did not use his former pastor as a reference.
Why not?**



In the meantime, I was waiting to hear from a friend who works at Benny's, one of the largest home-furnishings and building-materials supplier in the country. He was connecting with other contractors to 'check Ben out.' Ben visited almost every day and asked when he would get the job.

Meanwhile, two sisters, Margie and Eva, were interested in a specialty restaurant, something that would be opened on special occasions. I asked Ben if he could build a restaurant. He said, "Yes," and he was asked to provide an estimate.



Was Ben Looking out for My Best Interest?

After two weeks, there was not much progress on the Enrichment Center. For example, two men spent three days putting up one door. Every evening, Joseph and I held our planning session that always included going to the city the following day to buy lumber and nails. Before we left in the mornings, I entered the building and asked, “Do we need more lumber?” No one answered.

Every day, lumber was unloaded on the premises, but where was it going? One day, I walked into the structure and bellowed, “I bought enough lumber to build a mansion, but I don't see it in here.” No response.

Joseph was assisted by two of my nephews and six men from surrounding villages. However, progress was slow, and even though I was informed by another builder that three men were enough, I kept all eight. They needed money.

For days, Ben visited the site and told the workers what they were doing wrong and how to fix it. One day, Joseph informed me that “Ben was cursing the men and accusing them of not knowing what they were doing. The men may do something about his visits.”

I responded, “Tell them to get the job done then Ben would not have to say anything.”

Conversely, Ben reported to me what he observed, and he gave the men advice. I was convinced Ben was looking out for my best interest.



What Does the Barking Dog Know?

About two o'clock one morning, Marcella and I were awakened by a barking dog that belonged to a young man who was working on the Center. We fed it daily; therefore, it hung around.

An hour later, the dog was still barking in the same vicinity, in the backyard. Once I yelled, "Doggie, would you like me to get the gun?"

We did not go back to sleep. We spent our time discussing why the dog barked for so long and lack of progress on the structure.

The next afternoon, Marcella woke me up from my five-minute nap. "Come on G. Get up."

"What for? I was having the best dream -"

"Get up. Follow me." Marcella was through the door.

I jumped up, stuck my feet into my slippers, and trailed behind Marcella. The farther she moved into the bushes, the more I whined, "I am not going any farther," and slowed my pace.

Marcella kept going. At last, she stopped. "Look, G."

Surprise! A pile of lumber lay in the bushes about twenty-five yards from the current structure.

"Follow me. There is more."

Marcella kept walking. I did not move from my last position. Suddenly, she stopped. "There. Can you see? More lumber."

I headed back to the comfort of the kitchen. When she joined me, she said, "The dog -"

"I bet that's why he was barking," I interrupted. "They were transporting the lumber through the fence." The fence consisted of three rows of barbed wire with supporting eight-foot posts ten feet apart.

A year later, the daughter of one of the workers reported that a villager who lived three miles up the road was building a house. Two of my workers sold lumber and nails to him and distributed the money among their coworkers. I shared the information with one of my nephews, but he replied, "I never knew anything about that."



Meeting the Architect

Paragraph #51

“I have always been an upstanding member of the Belizean society. I have been a contractor for over 10 years with a good reputation within the business community and otherwise. I have been working in the construction industry since I was 16 years old and have always conducted business in an honest manner.”

Ben provided no witness statements from anyone in the business community.

On June 21, Ben brought in Mr. Harrison, the architect. Mr. Harrison had heard from Ben about the restaurant, but he wanted to hear from me. After we talked, he measured the designated site and informed me what his services entailed and explained each related fee. I made notes. He asked Ben who would provide the electrical plans.

“My brother will.”

“What is his name?” I asked.

“Klinger.”

No electrical plans were provided. His brother's website mentions nothing about electrical services; rather he sells and installs air conditioning units.

Under cross-examination, Ben was asked if he had an electrical plan. He answered, “A plan was never provided by the client.”

Mr. Harrison returned days later with a rough draft of the plan for the restaurant and septic. From my tagging

along, he and Ben butted heads on almost all phases of his plan.

When Mr. Harrison left, I said to Ben, “That man is the architect. You need to listen to him.”

“Yeah, but he is old school. We don't do things like that anymore. I know people at CBA, and I will go and see them.”

“What is CBA?”

“It's a place where plans are approved.”

The next time Mr. Harrison arrived, he and Ben clashed again. Ben displayed the ‘I am a better architect than you,’ attitude. I was disappointed in his behavior, so when I had the opportunity, I said to Mr. Harrison, “You are the expert. Do not let Ben intimidate you.”

“No, I've got this,” he replied calmly.



Ben Agreed to Finish the Enrichment Center

Monday, June 22

Joseph and I met for our morning pow-wow. As usual, he had a long list of things to be done but did not mention anything about buying more materials. The vehicle was out of commission. I was not satisfied with the progress and informed him that Friday, July 3, would be the last day, finished or not.

“It will be finished,” he said, reassuringly.



Thursday, June 25

I called Ben and asked if he was willing to take over and complete the Center. “Whatever you need me to do, I will do,” he answered. I informed him that I will be available Monday afternoon and we can discuss it further.



Monday, June 29

Ben arrived early in the afternoon. He spent more time than usual around the Enrichment Center. I was on my way to meet with him when I heard, with colorful adjectives, “Do it right. The lady is not going to pay you twice for the same job.”

I made a U-turn and joined Marcella on the stairs. I shared what I heard then added, “Girl, I haven't hired this man yet, and he is looking out for my interests. I asked him if he would take over completion of the Enrichment Center, but we haven't finalized anything.”

“Maybe he *is* looking out for you, G.”

Later that day, Ben and I talked about what will happen next. Mudding and painting the interior were priorities. “First,” he said, “You have to fire all of them. I will start next Monday. I don't want any of them working for me, especially the old man, and the guy who is pretending he knows how to mud.”

In the meantime, I had reviewed the brochure Ben gave me and chose a model. Ben had provided separate estimates to build the restaurant and a three-bedroom, two-bathroom living area above the restaurant. He suggested it would be cheaper to build both at the same time and was given approval to provide an estimate.

As Ben doodled a drawing, I suggested two sets of stairs on the outside of the building, then changed one to a circular staircase inside. However, Ben shared that regular stairs would be cheaper.

Ben informed me that the architect will only be drawing a plan for the restaurant which is the only building that may require inspection. In addition, since construction was not in the city, no inspection will be necessary. I asked him to verify same. He promised he would.



I Build. You Pay.

Wednesday, July 1

I received the information I needed from my contact at Benny's. "All the people I spoke with told me that Ben is on the up and up. He is a straight shooter."

A year later, my contact revealed he had spoken with one female employee.

My family in America was kept informed on my encounters with Ben. We were all cautiously optimistic that progress on developing the property is inevitable.

At the time, there was **no contract** with Ben to rebuild or renovate the existing two-story structure. After numerous telephone discussions with my sisters, we agreed that building the residence and restaurant should be a priority. I advised Ben that renovating the existing structure was on hold. He said, "No problem."

I asked Ben about the laws in Belize as they pertained to construction. Ben's exact words, "I do everything. You do not have to worry about anything. I am the contractor. I handle the paperwork. I build. You pay."

"In the States, there are lots of paperwork. The contractor handles everything, too."

"I know about the States. I go for six months every year to build houses and businesses. (This was not mentioned in his Witness Statements.) Last summer, I built a Radio Shack in LA." He laughed. "You know what we did?"

"I hate to ask."

"Well, we bought our materials at Home Depot. We took what we wanted out of the boxes, then returned the stuff and got our money back."

“I will take your picture and have Home Depot post it.” Ben laughed. “It’s not funny,” I continued. “It’s called theft. Other customers pay for those things. You ought to be ashamed of yourself.”

Marcella heard the conversation and said, “Mr. B, get back to God.”

“No, Ms. Mullo (no one knows how Marcella ended up as Mullo, not even she). I am not going back.”

Ben changed the subject. “Ms. G. I could help you develop your beautiful place.” I nodded. I was still thinking about Ben and his accomplices stealing from Home Depot, if that were true.

The next day, Ben arrived. “I took the liberty and wrote some estimates,” he said. “We can make changes as long as it’s before the phase is completed.”

He explained the different phases to me, and we discussed payments. He mentioned that if the **money comes earlier than scheduled, he will get the job done earlier.** Even before the contract was signed, Ben claimed he had measured the foundation and purchased materials.

“What if you didn’t get the job?”

“I know I was going to get it,” he answered, confidently.



Contract Signed and Construction Commenced

Ben and I signed the contract on July 1, 2015. The contract stated that work will be performed in accordance with plans, estimates, and verbal agreement; the owner agrees to pay for a single phase separately and advance to the next phase upon completion of the first phase; the contractor was obligated to complete the structure based on owner's schedule; work shall be subjected to change by the owner, and owner will pay for the change if it affected the plan; and contractor will provide a clean and complete building and clean the site prior to handing over of the building to the owner.

I suggested that my attorney ask Ben to read the contract at trial. It never happened.

When I took the contract to an attorney a year later, she said, "This is the worst construction contract I have ever seen. There are no consequences for him if he does not fulfill his side of the contract."



Channel 7 TV Interview – Ben's Comments

On November 2, 2016, during an interview with Belize's Channel 7 TV, Ben reported that he signed for a project for "the 7th of June 2016, from 2015 to 2016, that he began with one project but then four more were assigned, then she demanded that he finished on June 4, then the project went from two to three hundred thousand dollars to \$600,000, and this woman didn't want to give me an extra day."

Ben alleged that "she took documents to the income tax department which was fair...but when the job became so big she did not realize that bringing all that document to income tax let her first of all IRS knows that she is building in Belize and I hope she cleared all her money because I am on my way to the states as we speak and I will meet with her sisters, tell them what's going on in Belize. We'll have a little meeting and see how we could resolve this stuff, if not then when I come back, I would advise Ms. Swift to get a good lawyer, get a good evaluator, check her estimates."

No project contract was signed for the 7th of June 2016. His evidence? None.

Ben only mentioned IRS because I told him if I got audited and I do not have my receipts, IRS can freeze my accounts. He had already met with four of my sisters, Mother, and brother in June 2016 and promised to finish the jobs.



In addition, Ben gave me a document 'to track payments and work schedules.' This should have been

highlighted at the trial to show how it aligned with payments.

Schedule of work by time per phase

Phase I (foundation to floor, interior/exterior wall to beam/column/lintel)

Estimate time (4 weeks)

Phase II (roof, plaster/edges/dress floor/exterior stair, upper interior and exterior wall and beam)

Estimate time (seven weeks)

Phase III (roof, doors/window, screen and casting inside and eve)

Estimate time (five weeks)

Phase IV (painting, tile, cabinet)

Estimate time (five weeks)

Finish work and walk through

Estimate time (two weeks)

Total 5 month 3 weeks

1st July 2015

Start Date

However, under cross-examination, his attorney showed me "six month" written on top of the estimate for the restaurant and residence upstairs. I did not notice that at the time. Regardless, Mr. Castillo, six months have long gone. Moreover, the lawsuit was not about the length of time (it should have been included) but accepting payments and reporting that the jobs were completed when they were

incomplete, not started, and whatever was completed had problems.



Paragraph #22

“On more than one occasion Ms. Swift, by oral agreement, agreed to compensate me for the cost of transportation of materials from Belize City to Bermudian Landing during the construction period.”

Ben never had any discussion with me about compensating him for transportation of materials. When I met Ben in June 2015, he had one vehicle. After he was hired, he bought a used vehicle. Before I left Belize on August 1, he told me he was buying another used vehicle for \$8,000.

“What is the mileage?” I asked.

“Over 185,000.”

I questioned why he would pay so much for a vehicle with almost 200,000 miles.

Ben said, “I can use it to transport materials instead of paying delivery charges. When I am finished, I will sell it for \$6,000. I would have gotten my money’s worth.”



Estimate of Restaurant and Residence Upstairs – Phase I

Ben provided “Estimate to build 30X40 restaurant/kitchen/gift shop. (Concrete top/1 exterior stair) and a upper flat 3 bedroom 2 bathroom w/h living/dining/kitchen/balcony and pourch. (2400 sq. ft.) plus.”

(Estimate time 6 month)

Phase I (foundation to floor interior/exterior wall to beam/column/lintel)

Materials			
6 load construction mix	\$4,200	57 5/8 steel	\$3,648
30 ½ steel	\$1,110	140 3/8 steel	\$3,305
285 sack cement	\$4,987.50	200 - 8 in block	\$ 500
4 load back fill	\$ 700	20 1x8x12	\$ 400
1 construction plastic	\$ 125	1 load plaster	
		sand	\$ 600
Mes (tying wire, nail, etc.)	\$ 300	1350 - 6 in block	\$2,700
30 1x12x12	\$ 900	13 lintel	\$ 780
Mes	\$ 550		
Material \$24,805.50 Labour \$12,400 Total \$37,205.50			

Ben informed me that I needed to pay for the materials and 50% of labor cost. Then after Phase I, pay the balance of the labor cost and the total cost of materials for Phase II.

Work began in earnest on July 1, 2015. Ben encouraged me to take pictures daily. The total for Phase I was wired to him. I asked Ben for a receipt.

“I don't know how much money came.”

“It should be on the bank statement.”

“I can't read that damn thing.”

“You can call the bank.”

“Great idea!” Ben called the bank, received the information, and wrote me a receipt.



The Enrichment Center Is Not Finished

Friday, July 3, 2015

Joseph came to see me at 3 o'clock. I told him I was turning completion of the Enrichment Center over to Ben. He mentioned that he told the men to ask me to get them a job with Ben. I made it clear that I was out of the hiring business, and they will need to talk to Ben themselves.

Ben advised me that he will hire my nephew Peter, who was the caretaker on the property for years. Ben needed "someone from the community."

Ben brought a man to finish the mudding. He came from Corozal (Northern District), and he had a family. He was proud of his daughter. She was starting high school in two months, but high school was quite expensive. That was why, as he told me, "I am working night and day to finish this job and then get more jobs closer to home."

A few days later, I returned to the Center. The man was gone, but the work was not completed. "What happened?" I asked.

Ben answered, "Oh, he agreed on one price. Then he talked to someone else who told him the money was not enough. I told him he can leave and not let the door hit him on the way out."

"Who will finish it?"

"I will have Carter do it." According to Ben, he and Carter have been working together for over 20 years.

"Marcella, that makes no sense. The man seemed very conscientious about his work. He told me he had been doing it for decades, which indicated to me he knew what to charge for a job."

"I don't know G." Marcella shook her head.

Both Marcella and I peered at each other. What was it about Ben...?

Ben never called Carter as a witness.

The structure was demolished a year later. The roof caved in; the floor crumbled; termites invaded; and everything that could leak, leaked.



More on Ben's Family

A few days after work began, Ben brought two young men and introduced them as his sons. A week later, Ben arrived, but he was quiet. Usually, he was heard before he was seen. I asked what was wrong. He explained that his wife went to America and took his children without telling him.

She may have had good reasons. One morning, Marcella and I saw Ben gave one of the local women a bag, then he kissed her. We teased him, and he said, “She is a close friend.”

On another occasion, Ben took me to choose tiles for the house. On the way from the city, he stopped at a bakery and picked up a large birthday cake which he dropped off at a house in Ladyville. A lady and her son, who appeared to be about three or four, met him at the gate. Upon his return, I asked, “Who was that?”

“Oh, she is a very good friend of mine. It's her son's birthday.”

I commented, “He looks just like you.” Ben giggled. I continued, “Your wife probably left because you are a womanizer.”

“We’ve been having problems for a while and lived in separate houses. She had my older son lied to me every week.” As Ben continued to talk, I tried to decipher fact from fiction.



Disagreement with Consumption of Drugs and Alcohol on Premises

Construction of the foundation was moving along. One week into the job, I was on my way to the grocery store. I smelled marijuana. One of the men was smoking. “No smoking on the job,” I yelled.

“You better tell that to Ben,” he replied. “He is the worst offender.”

Ben arrived right on cue. “I heard you smoke pot. There is no smoking of any kind allowed on the premises.”

“Don't worry, Boss. It's cool. I need it like you need three meals a day. I smoke and drink my beers, but it does not affect my work.”

“Not here. I don't want any problems with GSU (Gang Suppression Unit).”

“I know those dudes. They won't come here.”

“I don't care. Not here.”

“Boss, you worry too much.”

“Outside the gate, but not on the premises –”

“You are the boss.”

“Yes, I am.”

Ben did not bring beer or use pot on the premises until after he was hired on July 1. He arrived in the evenings with a roll of pot in one hand and a bottle of beer in the next.

Every time Marcella saw Ben with a roll of pot and a bottle of beer, she would say, “Mr. B, when are you getting back to God?” The response was always the same, “Me? Never.”

I told Marcella she was wasting her breath. We cannot change his lifestyle.

I canceled my July 15 flight and extended my stay until August 1. Progress was being made, and that was lacking for years.



Defendant’s testimony under cross-examination regarding the use of drugs and alcohol:

“Now I want to put this to you because when My Learned Friend asked you this morning about drinking beers or smoking on the property, you indicated that there was one occasion in which an American friend of hers, Joseph I believe, had offered you a beer.”

“Yes, the first time we met.”

Joseph NEVER offered Ben a beer. In fact, days after meeting Ben, Joseph declared, “I don’t care much for him. He has an ego.”

“Did you mean to suggest that’s the only time you ever drank on the property?”

“No, never did do that.”

“In fact, you did drink on occasion on the property, isn’t that correct?”

“Yes, I use it to say that I don’t think it would have been a problem because it was, as I said, even pot, the compound itself in Landing was known as a place that you can actually purchase pot so ...”

“It was known as a place where you could purchase pot?”

“Yes.”

Judge, “I’m sorry. The answer was the compound in Bermudian Landing?”

Mr. Henry, “It was known as a place where you could purchase pot.”

Judge, “Speaking specifically about the Claimant’s compound? That’s what you are speaking about?”

Defendant, “Ms. Gloria’s estate.”

Mr. Henry, “Yes, the compound at Bermudian Landing. (Inaudible) formed the basis of an earlier suggestion, My Lady, to another witness but...”

I mentioned the above exchange to my nephew Peter. He called Ben and asked him about it. “Ben giggled and said, ‘I did not say that.’”

Back to the Defendant,

“You did smoke on the compound, didn’t you?”

“Yes, sir.”

“And you did it so regularly?”

“No, sir, not regularly.”

“...Now in relation to what you say that there are certain things which were said about you which were not true, is that correct?”

“Yes, sir.”

“You accept, though, that you did consume alcohol and marijuana during the period of construction?”

“Yes, sir.”

“And that you did in fact collect money for items which you did not complete, is that correct?”

“Fair.”

“My suggestion to you is that on account of those two things alone, that a person would be less likely to select you as a Contractor. Would you agree with me or not?”

“Totally false.”

“Is your understanding that with the knowledge that a Contractor has billed for and collected money for work that he has not completed, that it would have no impact at all upon that person’s business or profession or reputation? Is that what you consider to be the case?”

Judge, “Could you restate that?”

Mr. Henry, “Forgive me. I was a bit long.”

“I am asking you whether in your view a person who has knowledge that you smoke weed and drink on a construction project and that you billed and collect money for work which you have not done, in your view, would that have any impact at all on your reputation?”

“Not under the circumstances that we’re here today.”

“Not under the circumstances?”

“No, I in return got –”

“You are saying that there are circumstances under which a person who wants to construct or build some property would excuse a Contractor billing and collecting money for items which he doesn’t complete and also engaging in drug use whilst on the project site and drinking as well on the project site? You are saying that there are circumstances under which a person would excuse that? That’s what your understanding is?”

“If the person aware you drink and when you drink and if they know why you hold back the money or why you didn’t complete the project, it can’t affect you.”

Clarify his last statement, please.

About the second week into the job, Ben joined Marcella and me on the steps of the existing building. He muttered and cursed as he waved a hammer around.

“What's wrong?” I asked.

“The contractor's men did not fill in the bricks properly, so I knocked them down.”

“How many?”

“Three layers. I usually test them with this ‘bad boy’ (he waved the hammer). They have to do it right.”

“Do you have to pay them twice?” I asked.

“Hell, no! I contracted with their boss.”



Phase II Estimate and Issues

Ben suggested that he was ready to begin Phase II and would like the money for the materials and 50% of the labor costs.

Phase II (roof/plaster/edges/dress floor/exterior stair, upper interior and exterior wall and beam)

Materials			
1 load plaster san	\$ 600	2450 – 6" block	\$4900
85 - 2x4x16	\$2266	45 ½ plywood	\$3330
600 bush sticks	\$2400	12 – 1x8x12	\$ 240
10 – 1x6x12	\$ 150	32 heal straps	\$ 400
14 lintel	\$ 560	20 ¼ steel	\$ 180
50 1x12x12	\$1500	30 1x4x12	\$ 300
1 construction plastic	\$ 125	110 3/8 steel	\$2585
45 ½ steel	\$1665	35 yd ready mix	\$5775
250 sack cement	\$4550	Mes	\$ 600
Materials \$32,126		Labor \$20,600 Total \$52,726	

Before I left Belize on August 1, 2015, Ben was paid in full for Phases I and II. Days after I left, Ben called to say he had increased the size of the structure by 75 square feet. I do not remember his explanation, but he promised to explain everything in person. The cost was now \$6,075 for 75 sq. ft. and \$1,560 to extend the roof downstairs.

I paid someone to re-check all measurements on buildings, walkways, and driveways, but I never received a report.

The only receipts I ever received from Ben were for the wire transfers for Phases I & II. After that, his excuse was, “I don't have my receipt book. I will bring your receipts later.” He never did.

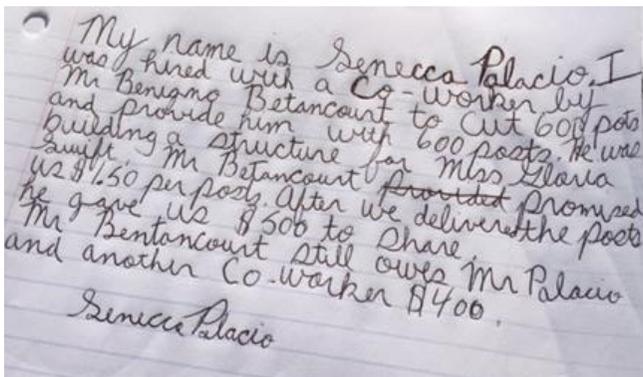


Issues with Materials for Phase II

Ben told me he needed bush sticks for Phase II, and he saw plenty on the property. I gave him permission to cut what he needed.

Ben hired two of my workers. I asked Ben what he will pay them. He said, in their presence, "\$1.50 per stick." I sent the men to think it over and calculate how much money Ben would owe them. Minutes later they returned. They accepted the job.

Recently, I found out that Ben gave them \$500 to share instead of \$900.



My name is Seneca Palacio, I was hired with a Co-worker by Mr Benigno Betancourt to cut 600 posts and provide him with 600 posts. He was building a structure for Miss Maria Ruiz. Mr Betancourt provided promised us \$1.50 per post. After we delivered the posts he gave us \$500 to share. Mr Betancourt still owes Mr Palacio and another Co-worker \$400.

Seneca Palacio

Ben charged me \$2,400 for bush sticks. After he was finished with them on my job, he took them to his property where they were sold.

Ben also charged me \$3,330 for plywood for the ceiling on the veranda but used beaver board which was cheaper. I had to replace the beaver board with plywood because the water leaked from the roof and caused it to sag.



Ben Clashed with the Architect

Mr. Harrison's Architectural Fees for Proposed Restaurant of 1,634 sq. ft. was labeled as ANNEX 3. The only copy I received from Ben was a Revised Copy dated September 2015.

As I studied Mr. Harrison's architectural fees, it included entries for main enclosed area, covered entry porch, covered ramp, and service porch. The measurements did not change in September. It seemed that the **additional amounts** charged by Ben were already paid for in Phases I & II.

ANNEX 3

PROJECT:	<u>PROPOSED RESTAURANT (P-621/15)</u>	DATE: <u>SEP. 2015</u>
FOR:	<u>MS. GLOKIA SWIFT.</u>	
LOCATION:	<u>BLOCK NO. 94. BERMLUDIAN LANDING.</u>	
REFERENCE:	<u>ARCHITECTURAL FEES PROPOSAL (REVISED)</u>	
<u>FLOOR PLAN AREA:</u>		
MAIN ENCLOSED AREA:	$40'-0" \times 30'-0" = 1,200$	SQUARE FEET.
	$15'-0" \times 5'-0" = 75$	" "
COVERED ENTRY PORCH:	$40'-0" \times 5'-0" = 200$	" "
COVERED RAMP:	$15'-0" \times 5'-0" = 75$	" "
SERVICE PORCH	$16'-9" \times 5'-0" = 84$	" "
	TOTAL:	<u>1,634 " "</u>
ARCHITECT FEES:	$1,634 \times \$2.00 =$	\$3,268.00
PAYMENT RECEIVED:		<u>\$4,400.00</u>
	BALANCE:	<u>\$1,132.00</u>
LESS PAYMENT TO BEN (CHANCE) -		65.00
	BALANCE OWED TO CLIENT.	<u>\$1,067.00</u>

After a conflict with Ben (I found out about it a year later), Mr. Harrison sent me a refund.

Mr. Harrison's Affidavit of February 2018 reads in part, "I returned the portion of the money I had been paid for me to get the approval of the Central Building Authority, and I insisted on the Applicant giving me a receipt, which he eventually gave me after repeated requests."



Mr. Henry drew Defendant's attention to the date on the Proposal and refund amount which Defendant agreed he collected from Mr. Harrison.

"Do you see the date at the top here of this document? The document is dated what date?"

"September 2015."

"Do you see at the bottom it says, 'Balance owed to client,' which is \$1,067, isn't that correct?"

"Yes, sir."

"This is my suggestion to you, that what this document was doing was indicating that Ms. Swift was getting a refund on the original fees which she had already paid, isn't that correct?"

"Yes, sir."

"That refund was sent to you?"

"I would collect it personally. It wasn't sent."

"You collected it?"

"Yes, I picked it up."

"You picked it up?"

"That and the plan."

“This reimbursement was given because you fell into disagreement with Mr. Harrison with respect to the design and construction of these premises, isn’t that correct?”

“Totally false.”

“In fact, my suggestion to you is that he returned this money on the understanding that he was no longer required to get involved in this project, isn’t that correct?”

“Yes.”

Mr. Henry moved on to the upper flat. They went back and forth about the plan and drawings the Defendant claimed was his.

“I’m referring to the document which you said was yours which I suggest to you was Mr. Harrison’s. You had that?”

“Yes, I had that.”

“And you were in contact with Mr. Harrison throughout the period, isn’t that correct?”

“Yes, sir.”

Judge, “What period?”

Mr. Henry, “Up until he returned this money in September.”

Defendant, “June to September. July to September.”

“After that, you built an upper flat.”

“Before I got the plan, we already was upstairs. Before I got Mr. Harrison’s downstairs plan, we were already upstairs.”

“You were already upstairs?”

“Started upstairs, yes, sir.”

“You built it on the basis of what?”

“Ms. Swift send the rough draft. We call it. It’s not like this nice one. They send a rough draft with...”

“Ms. Swift sent a rough draft?”

“Yeah.”

No, I did not.

“Let me say this to you, this is my suggestion to you, that at the very beginning Ms. Swift discussed with you and then later on Mr. Harrison what she wanted in terms of the building, isn’t that correct?”

“Yes, sir.”



Who Created the Plans? Contractor or Architect?

Here is the exchange between Mr. Henry and Defendant.

“Mr. Betancourt, I want to take you to your Witness Statement. Specifically, at Paragraph 5 of your Witness Statement, do you see there at Paragraph 5 this statement that, ‘When the written agreement was executed, I prepared a rough draft of the plan for the first floor of the 2-storey structure in accordance with the specifications agreed between the parties and reflected in the estimates I provided. I was then instructed by Ms. Swift to commence construction based on this draft and that I would soon be provided with a more detailed architectural plan. A copy of the said draft is annexed hereto and labelled ‘Annex 2’? Yes?”

“Yes, sir.”

“You say that the draft at Annex 2 is in fact the one that you prepared?”

“No. I recommend her to Mr. Leopold Harrison just like how I recommend her to Klinger, my brother, for the electrical. So, she does her own thing.”

“I don’t have all day here, so I’ll just say to you that I wish to you direct your answer to the question which I asked. Are you saying that the draft which is annexed at Annex 2 is a draft which you prepared? Is that what you are saying?”

“No, sir.”

“You are not saying that?”

“No, sir.”

“Could you read the last sentence of Paragraph 5? It is on page 2 of your Witness Statement.”

“I was instructed by Ms. Swift, so that means it’s not Ben, it’s one Ms. Swift and Ben, to commence construction based on this draft...”

“I am asking you to read the last sentence which is on page 2 of paragraph 5.”

“A copy of the said draft I prepared is annexed hereto and labelled.”

“Could you turn to Annex 2 of your Witness Statement, please?”

“Yes, sir.”

“Is that the draft which you prepared?”

“No, sir.”

“That is not the draft which you prepared?”

“No. I did the rough one. He does the printing.”

“Look, I’m asking you whether that is the draft you prepared. I take it your answer is no.”

“No, sir.”

“So when you said a copy of the draft which you prepared is annexed, you weren’t telling the truth? Is that correct?”

“Yes, I was telling the truth.”

Counterclaim #5

"The Defendant repeats that the only architectural plan that the Claimant supplied to him was for the restaurant located on the ground floor of the 2-story building. The Defendant further states that the Claimant made capricious requests for changes to several works, which the Defendant performed to specification. As such, the Defendant incurred the following additional engineering costs, for which the

Claimant agreed to compensate him, for changes that had to be made to accommodate plumbing and electricity installation."

The last sentence was not in his Witness Statements, so it was not addressed in Court. Defendant knew he never worked with an engineer. I am still waiting for a list of the changes I made.

I suggested that Mr. Henry asks Defendant what the word "capricious" meant. He did not.

Mr. Henry, "I want to take you to Paragraph 6 of your Witness Statements." Attorney read Paragraph 6.

Paragraph #6

In or about the first week of July 2015, my employees and I commenced construction on the structure, and several weeks after construction began, Ms. Swift provided me with architectural plans and renderings prepared by Mr. Nelson Harrison. However, when we received these plans, Ms. Swift requested certain changes to the original design. These were the only architectural plans I received from Ms. Swift or anyone affiliated with her. Copies of the floor plan and architectural renderings are annexed hereto and labeled "Annex 3" and "Annex 4" respectively."

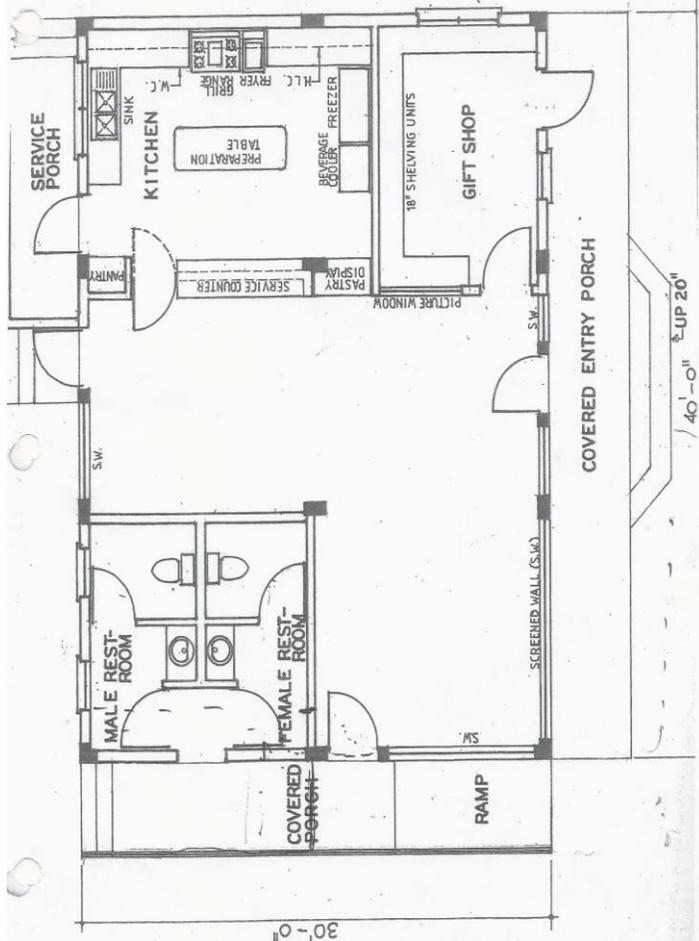
"So you are saying you did receive certain architectural plans afterwards, yes?"

"Yes, sir. It's right there in the desk."

“Which you say are annexed at 3 and 4. I want you to turn to Annex 4, please, of your Witness Statement. You see Annex 4?”

“Yes, sir.”

ANNEX 4 Mr. Harrison’s Floor Plan for the Restaurant



In Paragraph 5 of his Witness Statements, Defendant claimed this was his draft of the Plan; however, in his Counterclaim #5 and Paragraph #6 of his Witness Statements, he said that I gave this Plan to him which was prepared by Mr. Harrison.

“Is this the draft you received from Mr. Harrison?”

“Yes, sir.”

“Would you agree with me that this one and the one which you exhibited as being yours is essentially the same draft?”

“Well, he has prepared. We, meaning Ms. Swift and Mr. Leopold Harrison, he prepared it together. He print it out. That’s all I am saying. We did it together on the plan, draw out the bathroom, everything on a rough - - rough draft, take it to his office, he print it out and he bring it back and he draw the original plan. So yes, I did orchestrated Ms. Swift all the bathroom setting, all the stuff, a rough draft. He did the printing part.”

“Mr. Betancourt, I just want to establish first whether this Annex 4 – that you agree that Annex 4 which you say you got from Mr. Harrison and the Annex 2 which you said was your draft are the same documents?”

“Yes, sir, it’s the same thing.”

“So which one of these statements is true? First of all, forgive me. I skipped a step. Would you accept that both those statements can’t be true, your statement at Paragraph 5 and the statement at Paragraph 6, can’t be both true, that you prepared this first one and this one was gotten later on from Mr. Harrison because they are essentially the same document?”

“Can you clarify on the prepare? I guess that’s where we – what you mean by I prepared?”

“Mr. Betancourt, I used this very same word from the Witness Statement that you used. So I am not going to answer that question, Mr. Betancourt. Now, what you said therefore, in relation to this draft and architectural plan, that’s not true. Your evidence isn’t true. Would you accept that?”

“I can’t accept that.”

“You can’t accept that your evidence is not true?”

“No, sir.”

Cross-examination of the Defendant continued after lunch.

“Mr. Betancourt, when we left this morning, I was asking you about Mr. Harrison and I was suggesting to you the fact that you are the one who contacted Mr. Harrison and introduced him to Ms. Gloria Swift.”

“Yes, sir.”

“...But you would agree with me that you never said in your Witness Statement that you received any drawings from her or that you worked on the basis of any drawings you received from her, isn't that correct?”

“Three of us walked on the site and did it together.”

“I'm asking you a specific question. Would you accept that in your Witness Statement you never said that you received an architectural drawing from Ms. Gloria Swift.”

“Not an architectural drawing.”

“I'm putting it to you that you never said in your Witness Statement that you received any drawing from her whatsoever.”

“No.”

Judge, “You don't have to put that. It's either there or it's not.”

Mr. Henry, “Yes, please, My Lady.”

“You felt that you required a drawing in order to complete the building that was required?”

“No.”

“You felt that you were able to proceed with building without a drawing, isn't that correct?”

“Yes, sir,”

“I want to be very clear. It is not your suggestion that any defects resulted because you didn’t have any drawing? I’m asking you that specifically.”

“No, sir.”

Ben gave me the plan and the document for proposed architectural fees on October 28, 2015, along with a refund from Mr. Harrison for \$1,067. It was not until July 2016 that I found out why Mr. Harrison sent me a refund.

Here is Mr. Harrison's affidavit:

An Architect’s job is not only to design what the owner wants, he also acts as a consultant to the owner to see that the building is built according to the plan for which he has to obtain the approval of the Central Building Authority (CBA).

The Applicant (Ben) told me it was not necessary for me to meet with the Claimant/Respondent (Ms. Swift) as he was given the authority to “look after everything.”

I did meet with the Claimant/Respondent and explained to her that I should be dealing directly with her and not the Applicant. She explained that she had already given the Applicant the authority to act on her behalf. She trusted him because he had voluntarily begun supervising other construction work and appeared to have her interest at heart. The Claimant/Respondent was in the process of entering into an Agreement with him.

I subsequently learnt that the Applicant (Ben) began construction of the proposed building before I completed the plan. I told him this would create a problem as I was responsible for getting the approval of the plan from the Central Building Authority and construction should not have begun.

He said he would not wait for me to complete as he had already received money from the Claimant/Respondent.

Moreover, he said he knew people at the Central Building Authority and could get the plan approved without any trouble.

I told him I would complete my drawing even though he did not plan to follow it. I also continued the procedure of inspection by getting the inspector from the Fire Department to approve his area of the plan which concerned the restaurant.

January 2018, I visited CBA. No one admitted knowing Ben or speaking with him. The clerk searched for our property going back to 2014. No record. She mentioned that the architect is the one who brings and files architectural plans.



In early 2018, Mr. Harrison mentioned that Ben went to him. “Do you hear what she is doing to me? She is suing me.”

Mr. Harrison replied sarcastically, “Really? Why would she do that?” Ben disappeared as quickly as he showed up.

Ben called Mr. Wallace, the electrician who made corrections to his work and insulted him. Someone called Sam, another electrician, and pretended to be my attorney. Ben even contacted Miles who was hired to supervise him.

Mr. Harrison was not called as a witness. I wanted to hear his answers to these questions, “Would you work with the Defendant again?” “Why or why not?”

I visited Mr. Harrison on October 16, 2018, a day before the trial. He gave me a package of sketches and drawings and colored pictures. A set was given to Ben to give to me. I never received them.

Mr. Henry called Mr. Harrison on October 16, 2018 to verify that the plan in my Witness Statements was created by him. Mr. Harrison admitted same.



What is Annex 5?

ANNEX 5 are the estimates for two-story structure and includes Phases I-IV, Electrical, and Plumbing.

“Estimate to build 30X40 restaurant/kitchen/gift shop. (Concrete top/**1 exterior stair**) and a upper flat 3 bedroom 2 bathroom w/h living/dining/kitchen/balcony and pourch. (2400 sq. ft.) plus.”

(Estimate time 6 month)

Phase I (foundation to floor interior/external wall to beam/column/lintel)

Materials			
6 load construction mix	\$4,200	57 5/8 steel	\$3,648
30 ½ steel	\$1,110	140 3/8 steel	\$3,305
285 sack cement	\$4,987.50	200 - 8 in block	\$ 500
4 load back fill	\$ 700	20 1x8x12	\$ 400
1 construction plastic	\$ 125	1 load plaster	
		sand	\$ 600
Mes (tying wire, nail, etc.)	\$ 300	1350/6 in block	\$2,700
30 1x12x12	\$ 900	13 lintel	\$ 780
Mes	\$ 550		
Material \$24,805.50 Labour \$12,400 Total \$37,205.50			

Phase II (roof/plaster/edges/dress floor/exterior stair,
upper interior and exterior wall and beam)

Materials			
1 load plaster sand	\$ 600	2450 – 6" block	\$4900
85 - 2x4x16	\$2266	45 ½ plywood	\$3330
600 bush sticks	\$2400	12 – 1x8x12	\$ 240
10 – 1x6x12	\$ 150	32 heal straps	\$ 400
14 lintel	\$ 560	20 ¼ steel	\$ 180
50 1x12x12	\$1500	30 1x4x12	\$ 300
1 construction plastic	\$ 125	110 3/8 steel	\$2585
45 ½ steel	\$1665	35 yd ready mix	\$5775
250 sack cement	\$4550	Mes	\$ 600
Materials \$32,126		Labour \$20,600 Total \$52,726	

Phase III (roof, doors/window, screen and casting inside and eve)

Materials			
36 2x6x24	\$1987.20	48 2x4x16	\$1177.60
32 2x4x12	\$ 588.80	48 2x3x16	\$ 883.20
16 2x10x12	\$ 736.00	6 double windows	\$3000.00
28 – 24 ft zink/ ridging/foam/	\$6800.00	3 bathroom windows	\$390.00
2 kitchen window	\$ 450.00	18 ½ plycem	\$1170.00
16 door/lock/ hinges/frame	\$9800.00	10 bucket compounds	\$ 620.00
52 drywall	\$1350.00	5 window	\$1250.00
80 pc 1x3x14	\$ 644.00	1 fix glass window	\$ 450.00
70 ft screen/frame	\$1400.00		
Material \$32,696.80		Labour \$13,500 Total \$46,196.80	

Phase IV (Painting, tile/cabinet)

Materials			
2550 sq ft @ 4.50	\$11475	8 bucket paint	\$2400
7 bucket primer	\$ 2450	1 bucket oil paint	\$ 350
Roller, brush, silicone, etc.	\$ 250		
Material \$16,925		Labour \$9,500	Total \$26,425

Plubling

Material	Pd. Oct. 31, 2015	Pd Dec. 22
4 toilets	\$1800	
4 basin/3 ft cabinet	\$2800	
2 fully tile shower stall or tub	\$2200	
2- 6 ft kitchen cabinets with double sinks	\$3000	\$1,500 charged 2x
1 urinal	\$ 600	
1 heater	\$ 600	
Pipe/fittings/drain/vent	\$2200	
Material \$13,200	Labour \$4,600	Total \$17,800

Upon review on October 28, 2015, I told Ben there were only three (3) toilets and three (3) basins/cabinets. He never changed the price on the toilets.

Ben told me to make some changes on my records to the amount for basins and shower stalls because he put the numbers in the wrong place.

3 4 toilets	\$1800
3 4 basins/3 ft cabinet	\$2800 \$2200 \$1600 with discount
2 fully tile shower stall	\$2200 \$2800 \$2100 with discount

Electrical

Electrical	\$10,500 + \$1,800 for service entrance (charged to my brother)	\$10,500 \$12,300
Septic and soak away	(Still owe? Yes)	\$ 1,800

GRAND TOTAL \$194,453.30



December 27, 2015, Ben added this bill under the estimates for the shed:	
Estimate for rail on downstairs front and back porch 65 ft @ 45.00 a ft	\$2,925
Estimate to tile step	<u>450</u>
Total	\$3,375

Covered entry porch, covered porch, and service porch are on the plan and listed in the main title of the estimates. Cost not included? Was not tiling included in Phase IV?

Ben said, “No” to both questions.



Cross-Examination of Defendant Continued

Paragraph #7

“After construction commenced, Ms. Swift made additional amendments to the estimate I submitted ("the Estimate") and requested the construction of additional items such as an exterior staircase and railing. Furthermore, she requested that the square footage of the structure be increased. As such, the price agreed upon for the completion of the structure to her specifications was about \$251,074.30. A copy of the Estimate showing the Claimant's amendments is annexed hereto and labeled "Annex 5.”

After reading Paragraph #7, Mr. Henry continued:

“My suggestion to you is that there was no amendment to your estimate to include exterior staircase. There was no amendment to your original estimate to include an exterior staircase. That’s my suggestion to you.”

“And you are totally wrong.”

“In fact my suggestion to you is that the estimate which you submitted in Annex 5 does include a reference to an exterior staircase. That is my suggestion to you. I’m waiting for an answer as is the Court and the attorneys on the other side I’m sure.”

“But you are talking about two different time period.”

“Please turn to Annex 5, please, of your Witness Statement.”

Defendant, “The estimate for the house?”

“Yes. You see on Annex 5?”

“Yes, 1 exterior stair.”

“Yes. ‘Concrete top, 1 exterior stair, upper flat, 3 bedroom, 2 bathroom with living/dining/kitchen/balcony and porch.’”

Judge, “That’s Phase II?”

Mr. Henry, “No, My Lady. This is the estimate for the construction of the restaurant/kitchen/gift shop.”

Judge, “I’m looking at Annex 5.”

Discussion ensued between the Judge and Mr. Henry about what was Annex 5. Annex 5 was the estimates for restaurant and residence combined and included Phases I – IV, Electrical, and Plumbing. Mr. Henry explained that he is only referring to the estimate for the upstairs and downstairs combined. The Defendant alleged that there are two different time periods.

Judge, “So you were awaiting an answer and then you went to this.”

Defendant, “So you see it’s a different time period what I says.”

“No, it’s not.”

“You prepared this estimate, isn’t that correct?”

“Yes, sir.”

“You will admit that this estimate here was an estimate when it was contemplated that you build both the upper flat and the lower flat, isn’t that correct?”

“Yes.”

“It’s an estimate for both the upper and lower flat?”

“Yes, sir. The whole building.”

“This was no longer an estimate for just one lower flat which was supposed to be the kitchen?” **(Not kitchen but restaurant.)**

“Correct, when we commenced.”

“Look at the bottom there. There is ‘Grand Total’ there.”

“Yes.”

“That Grand Total says \$194,453.30. Isn’t that correct?”

“Yes, sir.”

“Included in the price therefore would have been what you referred to at the top there, which was the exterior staircase, isn’t that correct?”

“No, after construction commenced. We commenced with the lower flat. Everything was add-on and this estimate was made. That’s what you said after.”

“Mr. Betancourt, I asked you a moment ago whether you accept that this estimate...”

“No, sir.”

“I don’t wish you to interrupt me, please.”

“Sorry.”

“I just want to ask you a question. I asked you a moment ago whether this estimate was in respect of both the lower flat and the upper flat and that it was no longer in relation only to the lower flat. Do you recall I asked you that specifically?”

“Yes, sir.”

“And this estimate which you say is in relation to both upper and lower flat at the top says it’s an estimate to build among other things an exterior stair. You accept that to be the case?”

“Yes.”

“And the grand total which you placed down at the bottom there was \$194, 453.30, isn’t that correct?”

“Yes, sir.”

Had the Schedule of work by time per phase been included in my Witness Statements, Mr. Henry could have directed the Defendant's attention to it:

“When did you give this to Ms. Swift?”

“Read Phase II.”

“Exterior stair. It is on the second document you gave to Ms. Swift on the same day you signed the contract. Explain these different time periods to the Court and make them believable.”

Even when we first talked about building only the lower flat, Ben suggested that he would add exterior stairs just in case we decided to add a top later.



I attached some numbers to the bottom of Ben's Grand Total.

Grand Total \$194,453.30

\$194,453.30
 Soak away 1,800.00 ← Defense noted: Guest House #2
 \$196,253.30

electrical 600.00 pd 10/31/15
 small gate 125.00
 \$196,978.30

24,473.00 \$ wired 8/3/2015
 29,523.00 \$ wired 8/3/2015

\$250,974.30

← Defense noted: Contract amount

\$250,974.30
 pd 10/31 7,000.00 mahogany ceiling
 pd 10/31 220.00 insulation
 pd 10/31 1,200.00 wooden ceiling
 pd 10/31 1,400.00 beam to support veranda
 pd 10/31 + Dec 22 1,500.00 upstairs cabinet
 75.00 electrical main pd 5/1/2016

\$262,369.30

on the reverse Ben did not see this

Ben used my document. He wrote in "Guess House II" on the soak away note but Guest House #2 was six months after I received this estimate. Then he added "Contract Amount" by \$250,974.30, but that was my total for the additional funds he received.

Communication and Payment for Phase III and Extras on August 3, 2016

Once I returned to the States on August 1, Ben communicated via phone calls, texts, Messenger, and emails. There was at least one update a week.

Between August 2 and September 1, Ben notified me that he had made some changes with the rail, veranda, and size of the building. Changes had to be made for one reason or another, but I trusted Ben.

In Phase III, Ben charged me \$9,800 for 16 doors/locks/hinges/frames. Six of these were exterior doors.

However, Ben installed all interior doors for about \$100 each. I went to the Mennonite where he purchased the doors to confirm the prices. In addition, I had to provide the locks twice. The ones I left with him could not be located.



On August 3, I wired Ben money for Phase III. In addition, I sent money for jobs based on his suggestions for “upgrading of meter bank, 40x80 parking and drain, and build a driveway 48x15.” These were labeled by him as EXTRAS.

Ben called and said, “You need to upgrade the meter bank. In the future, if you build more structures and need a meter for each one, it will be easier to add.” Approval granted.

In that same conversation, Ben said, “You need driveway and parking for the people who will eat in the restaurant.” I told him the family had agreed that the patrons can park in the yard. Ben responded, “When it rains, the yard gets muddy. You are not here, but I can tell you, your guests will not want to park in the mud.” Approval granted.

Ben added that he can build a driveway from the gate to the back of the restaurant. Approval granted. That driveway was paid for but never built.



The Gift Shop

Ben and I discussed construction of the security booth (cashier’s cage) at length in July 2015. He claimed he knew all about security, “So you don’t need to worry about that.”

In Phase III, he charged and was paid \$450 for a fixed glass window, but one was never installed. Instead, he applied stucco to the whole wall.

The architect’s plan called for an exterior door and shelves in the Gift Shop, but they were omitted by Ben.



The below estimates were paid for in August 2015. I received the actual documents from Ben on October 28, 2015.

Extra Work 2

Estimate to build 40x80 parking and drain

Material

5 load construction mix	\$3500
250 – 8" blocks	\$ 562.50
22 5/8 steel	\$1254
135 3/8 steel	\$3172.50
130 sack cement	\$2210
12 – 1x12x12	\$ 432.00
2 – 24x24 metal cover	\$ 500

Material \$11,631 Labour \$4,800 Total \$16,431.00

Change main Pipe that lead to house

220 ft pipe (*not sure*) work Total \$ 675.00

32 ft fence

1 load mix	\$700
8 ½ steel	\$259
35 cement	\$595
75 – 6" blocks	\$165
5 1 5/8 fence pipe	\$225
1 roll fence pipe	\$210
1 yd sand	\$ 60
4 1x12x12	\$108

Material Cost \$2,322 Labour \$1,500 Total \$3,822.00

The pipe mentioned above was for water, but the pipe used was an electrical pipe and had to be replaced.

Regarding the 32-foot fence, Ben later admitted “it was more like 28 feet.”

The preparation table or island was in the architect’s plan, but Ben said the cost was not in the estimates.

Build a center island (3x5) with 6 outlets.

30 – 6” block	\$ 66	1 yd sand	\$ 60
8 cement	\$139	4 door	\$340
Tile work	\$350	6 outlet	\$450
Labour	\$ 400	Total	\$1,805
Only four outlets and two doors were built.			

Pantry

Ben charged \$600 to build the pantry but left off the door and built three shelves instead of four. The pantry was in the plan, but Ben said the cost was not in the estimates.

Build a 54’ walkway with ramp

7 yd mix	\$350	10 ½ steel	\$ 320
10 1x4x12	\$ 90	15 cement	\$ 255
Labour	\$ 800	Total	\$1,815

The ramp was not handicapped compliant even though Ben promised it would be.

Estimates for additional work to be done:

Building a driveway 48x15	\$ 2385
Build a security booth with 1 metal door and 2 24x20 window	\$1360
Labour	\$ 400
Build an interior stair and case with door	\$ 2339
Add 75 sq ft of building that is now bathroom	\$ 6075
Extension of cement roof to cover porch	\$ 1560
Extension of zink roof to cover first floor porch	\$ 2138
92 running ft of rail @70 a ft	\$ 6400
Upgrade electrical to 6 meter bank	\$ 8400
Total	\$31,057
	\$29,523

Ben received \$31,057 by wire. In the past two years, contractors charged me for an excessive amount of materials. In June 2015, I collected all the left-over materials. Ben bought them but never paid for them. I deducted the amount from other charges on October 30, 2015.



Defense's Tactic which we Should Have Re-Examined

I would have reiterated to the Court that Ben called me and suggested that these jobs be added. He informed me that the restaurant and residence would be finished by the end of October; therefore, I made a visit on October 27.

On October 28, Ben and I reviewed the estimates for the additional jobs that were approved based on his suggestions, and what I had paid for on August 3. I told him that there were more items included than he told me about over the phone. However, a partial ramp, walkway, parking, and drain were already in place. Ben did not build the driveway. He claimed he was referring to the area outside the gate. Except for tiling, the interior stairs and the door at the foot of the stairs were there. The two-story structure was in place with whatever extensions Ben reported he had made to the veranda and porch. The 28-foot fence was installed.

On September 17, Ben received money for Phase IV which included paint, tiles, and cabinets. In the middle of September, Ben called to say he was ahead of schedule. That was when he said, "It looks like the residence will be ready by the end of October."

What made him fall behind?

All these extra jobs (his attorney referred to them as changes) were completed before October 27, 2015. This needed to be made clear to the judge.

Defendant should have been asked, “How can these extra jobs delay construction when you were paid for them in August 2015, and they were there on October 27, 2015?”

“Ms. Swift did not see any workers in October and December. Where were they?”



Under cross-examination, Defendant testified that construction had already begun upstairs when he received the Plan from Mr. Harrison in September.



Electrical Disputes and Issues

Ben charged \$10,500 for electrical. He added \$8,400 to upgrade meter bank, but BEL (Belize Electricity Limited) only charged \$1,500.

In his counterclaim #2(ii), Ben alleged, “she owes me \$4,000 for installation of lights and electrical wiring on the upstairs and downstairs porches of the 2-story structure.”

On May 26, 2016, when I scolded him, I reminded Ben that I paid him \$19,575 for electrical on the main building, BEL only charged \$1,500, and he owed Sam. **Ben did not mention \$4,000.** Yet he testified under oath that he did not finish the jobs because I owed him.

Here is the exchange between Mr. Henry and Defendant:

“In the estimate which you provided at Annex 5 gives also a line item there for what is called ‘Electrical’, isn’t that correct?”

“Yes, sir.”

“That amount is \$10,500, isn’t that correct?”

“Yes, sir.”

Judge, “Under which phase?”

Mr. Henry, “This is just above ‘Grand Total’, My Lady, on what appears to be the second leaf or the third page.”

“There is a line item there which says, ‘Electrical’, isn’t it correct?”

“Yes, sir.”

“It says ‘\$10,000 plus \$1,800 for service entrance’, isn’t that correct?”

“Yes, sir.”

“So, there was no specifically itemized things here. You just said for electrical, that is the amount, correct?”

“Yes, sir.”

“The sum which you claim for electrical is in relation to this same building, isn’t that correct?”

“Yes, sir.”

“The sum which you now claim on your Counterclaim for electrical is, I assume, in addition to this sum which you have here?”

“Yes, sir.”

“And you claim that on the basis that it was what? An add-on?”

“Yes, sir, a change from ...”

“A change from what?”

“The ceiling came couple months after we started. When there was three light, we put in like eight recess. They changed - -we add on an extra stairs (sic). We had two stairs now, one in and one out. This estimate went up from \$194 to about \$350,000. This building itself completely changed.”

No, he put in six recess lights.

My follow-up questions:

“Show the Court your documents on how the building changed for \$194 to \$350,000.”

“How could the ceiling come a couple months later, when you were already on the upper flat in August?”

“When Ms. Swift sent you that picture on August 9 for the wooden ceiling in the living

room, you told her that it would not impact construction because you weren't there yet? Isn't that right?"

"When did you first bring an electrician to the premises? What did he do?"

"Wasn't the ceiling up when Ms. Swift was there on October 27?"

"What did you tell Ms. Swift in October when she asked you why the electrical wires were dangling from the ceiling?"

"Didn't you make a video for the family talking about the mahogany ceiling?"



Judge, "Could you start that over for me? The ceiling, something about recess lights. You have to speak a little slowly so I can really get down what you are saying. The ceiling what?"

Defendant, "The ceiling was changed from drywall to wood ceiling which changed the quantity of drop (sic) which is electrical drop, we call kit. Every light is a drop. Every outlet is a drop."

Mr. Henry, "Ceiling was changed from drywall to?"

"To wood ceiling."

"The one that was supposed to be mahogany?"

"Never did coat it?"

"And yes you were explaining further?"

"That it has eight drops because it's eight different light. We add in an extra interior stairs that carry two other drops over the stairs itself. The fixtures were given to me by the Claimant. I just had to do the labour which later was

asked to remove and replace from the ceiling to the side, those. And we also had additional porch that requires lighting outside as well which changed the whole square footage of the building.”



When I showed up on October 27, 2015, I told Ben that the two lights he had in the ceiling over the interior stairs were to be hung over the island in the kitchen. Then I asked, “When the bulbs blow out, how are we supposed to get up there and change them?”

He removed the hanging lights, and they were never seen again. We sent Ben a barrel with all light fixtures and told him where the items were to be installed. They were not installed and have not been found on the premises.



Mr. Henry, “Which you said the cost increased by what for electrical?”

“By electrical, I guess a next \$5,000. I have to look at different stuff that we put in.”

“By what you guess is \$5,000?”

“Yeah. It could be less but the service entrance went from \$1,800 to \$8,000 plus. (Inaudible) for one service entrance which is a single meter and the compound instead of one house it became six house so...”

“Mr. Betancourt don’t conflate the two issues. You are fully aware that in relation to the service entrance, that

that was billed separately and paid separately, isn't that correct?"

"It's a total electrical cost. You are asking me if it went up."

"Mr. Betancourt, I am asking you specifically about the electrical cost in relation to the residence. You understand that to be the case?"

"Yes, sir."

"I am not asking you about electrical costs in relation to the other buildings. This estimate is in relation to this building, isn't that correct?"

"Yes, sir."

"The service meter cost that you spoke about just now would have been referenced to?"

"That same building, sir."

"Wasn't there a service entrance which had to be installed with reference to the guest houses, etc., Mr. Betancourt?"

"That's why instead of doing one single..."

"Mr. Betancourt, did you not have to re-install service entrance relative to the guest houses? Isn't that correct?"

"Sir, instead of doing one, you do one six-meter bank they call it. So you understand, instead of doing just one 1800, 1800, 1800, you do a thing called meter bank. It has six meters and it supplies the compound. That's how it works."

Only four (4) of those meters are in use at the present time.

Judge, "I'm sorry. So service entrance means what? Relating to electrical?"

Defendant, "Yes, it's the meter base where the current comes to the house."

Mr. Henry, “These costs were incurred you said in October, yes?”

“Started in October?”

“When did it end?”

“It ended after the garage add on to the same building which needed more power supply from the same building (inaudible) the following year.”



Sam’s Statement

In August of 2015, Ben hired me to install a 6-Meter Bank and wire a two-story structure on the Swift property.

The agreement was for him to pay me Labor, \$1500 for the Meter Bank and \$50 per drop for the Structure but when I was finished, he paid me \$1500 for the Meter Bank and some payment for the Upper flat of the building.

The Lower flat, he informed was on hold because he is now focused on doing other projects on the property.

In early 2016 Ben inform me to give him an estimate for the completion of the lower Flat because he has to finish the building ASAP because Ms. Swift and family is coming shortly. I gave him my full balance as I have not received any payment for the lower flat even though all outlets was installed.

Ben inform me “that my price is too much and said that he had already paid me for what I have completed, and he can

get someone else to finish as it was only to install the lights was remains.”

Ms. Swift called me in May 2016 and asked me to fix wires dangling from her ceiling. I told her what happened. She said that the job was never on hold and that she paid Ben \$10,500 plus another \$8,400 for meter bank.

She said that Ben told her that he didn’t hire me even though she had recommended me. I finished the job for her.



Since Ben’s brother did not provide an electrical plan, it was difficult to do much without a thorough but necessary evaluation. Mr. Monty Wallace, an electrician, suggested that I bring in someone who is thoroughly knowledgeable in electrical installation. He recommended Mr. Azul. Although his detailed report was not included in my Witness Statements to the Court, his conclusion as to electrical on the main building follows.

Mr. Azul’s Conclusion

“The money spent for electrical work done on the family dwelling building of \$19,550 is not of its value. Several electrical standards were not followed: the main circuit panel is incomplete, outlets that should GFCI Outlet (NEC Regulation) are not in place. Likewise, the control panel on the upper flat isn’t labeled.”



This is how Ben left the electrical panel in the bathroom downstairs. I brought it to his attention on May 6, 2016. He responded that he was looking for the cover.

Antwan Lord, the caretaker, who was hired by Ben in January 2016, reported that lightning continuously shattered light bulbs and knocked out electricity. To date, we are still experiencing electrical problems.

When Mr. Wallace examined the electrical system in November 2016, he discovered that one of the main problems was the installation of too many electrical gadgets in one location.



Mr. Monty Wallace's Statement

My name is Mr. Monty Wallace. I have been an electrician for 20 years. In September 2016, I was contacted and asked to visit Ms. Gloria Swift in Bermudian Landing.

Upon my arrival, she informed me that her caretaker had some concerns about the electrical system. Lights would shatter during lightning, power would flicker off and on, and sometimes power would be lost for hours.

There were no electrical plans available. Ms. Swift mentioned that contractor had mentioned back in June 2015 that his brother was going to prepare the electrical plans. To date, she had not received any.

Although the electrical plans were critical, I made no contact with the original contractor. He called me recently to "talk about the work I had done and accused me of not knowing anything about electrical," but I cursed him and told him not to call back on my number.

Upon diagnosing the problem on the exterior of the premises, the results are as follows:

1. There was no grounding in panel box and light.
2. There were four lights on one breaker attached to a light pole.

To repair:

1. Removed all switches and ground them properly
2. Add new wire to panel box to ground the rods
3. Separate wiring lights on 20 AMPS breaker, making each independent

I did notice inside the circuit box downstairs that there were 13 lights on one breaker. At that time, Ms. Swift mentioned that she was having the cost of the electrical system on the whole premises evaluated. After that, subsequent repairs/fixes would continue.



Under cross-examination, Defendant was asked, “Would you agree, based on your experience and your competence as a contractor that a properly installed electrical network in a building should not ordinarily suffer from short-circuiting?”

“Yes, sir.”

“You would agree with that?”

“Yes, sir.”

“Ordinarily when a contractor installs electrical in a building, he or she does it in accordance with a prepared electrical plan, isn’t that correct?”

“Yes, sir.”

“Did you have this electrical network installed pursuant to a plan?”

“A plan was never provided by the client.”

“You were the general contractor, weren’t you?”

“Yes, sir.”

“In fact, your brother is an Electrician?”

“Yes, sir.”

Ben recommended his brother Klinger to do the air conditioning, and he sent me estimates. Why didn't he provide a plan and estimates for the electrical?

“Ms. Swift didn't know you before that June 2015, you would agree?”

“No, sir.”

“Based on her Witness Statement, which you have seen, I suggest to you that you indicated that your brother would prepare an electrical plan for the building. That's my suggestion to you.”

“Yes, sir.”

“That you did say that to her.”

“That's fair, yeah.”

“But that was never done?”

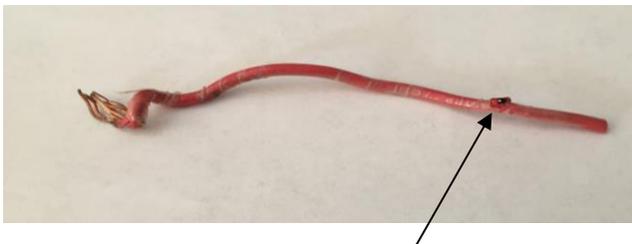
“No, sir.”

“Instead you had the electricity and installation installed without reference to an electrical plan, isn't that correct?”

“Yes, sir.”



The circuit breaker tripped often. In December 2017, an electrician discovered that one of the wires feeding into an electrical light on the veranda downstairs had a hole made by a screw during installation.



Hole located in the wire.

Both guest houses were experiencing the same electrical outages at the same time. In October 2018, this is exactly how the underground wires were discovered between the two guest houses. According to the electrician, “It’s only a matter of time before the two structures burned down.”



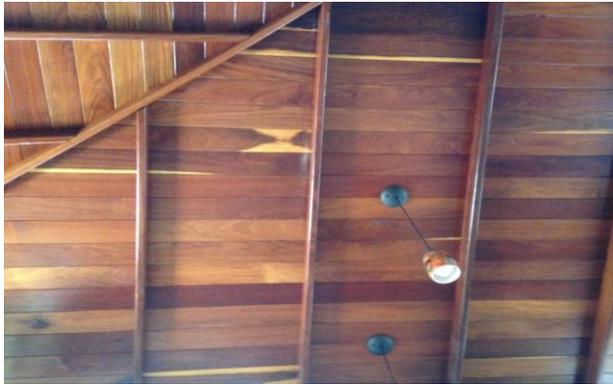
Mahogany Ceiling?

On August 9, I informed Ben that I had a design for the roof in the living room. I asked him if the change would impact where he was. He said, “No problem. I can easily fit it in. We are not there yet. Send me a picture.”

I sent the picture and the following note:

Only for living room upstairs - Pletts gave me an estimate for a cathedral ceiling 14 x 16 for \$2,016. How big is the living room? What is your cost?

The picture had a wooden ceiling but not quite like this one which is my current ceiling.





Construction site on July 26, 2015.

Under cross-examination, Defendant stated, “She wanted me to change the ceiling in the living room and make it different from the rest of the other ceilings.”

Defendant should have been challenged on the timeline.

Ben received the picture. He called and said, “I can do this in mahogany. It will look beautiful.” I never asked for mahogany.

“What’s the cost?” I asked.

“About \$7,000,” he answered. “We will stain it for a couple of days. You will love it.”

When I returned to Belize on October 27, 2015, the ‘mahogany ceiling’ was up. Ben stated that I owed him another \$1,200 for the wooden ceiling. When questioned, he answered that \$1,200 was not included in the \$7,000.



Under cross-examination, Defense attorney asked,

“...Around that time (between July and August 2015), you also requested that the material for the wood ceiling be changed from plycem to wood ceiling, correct?”

I responded “Yes, but -”

“I want to suggest, Ms. Swift, that in relation to the wooden ceiling that the Defendant gave you the option of constructing it from hardwood or mahogany, correct?”

“No.”

“And I would further suggest Ms. Swift, that the Defendant explained to you the difference between the prices of hardwood and mahogany.”

“No.”

“And Ms. Swift, I also suggest that the Defendant did inform you that he would be constructing the ceiling from hardwood.”

“No.”

“In any event, Ms. Swift, because of these changes, I also want to suggest that the Defendant informed you that the deadlines for completion may have been affected.”

“No.”

Mr. Castillo, what is the difference between mahogany and hardwood?

Fact which should have been reiterated on my side: If the roof was up August 9 when he made the changes, then the structure was ahead of schedule and should have been completed within 5 months three weeks as promised. Sam wired the structure in mid to late August 2015.



Here is the exchange between Mr. Henry and Defendant.

“...I want to confirm that based on the suggestions of your attorney that you’re saying in respect to the ceiling in the residence, the wooden ceiling, that that was installed was in fact hardwood not mahogany.”

“Yes.”

“Hardwood was installed?”

“Yes, sir.”

“I want to suggest to you based upon the evidence which (inaudible) that you had a discussion with Ms. Gloria Swift in which she said she wanted mahogany ceiling.”

“Totally untrue.”

Did Ben understand the suggestion?

“You accept that the cost associated with building a ceiling made out of mahogany is higher than that of hardwood?”

“Perfect question.”

“Could you answer it, please?”

“Not true, not true at all.”

“Mr. Betancourt, you are fully aware that mahogany is desired in many respects because of what is perceived to be its quality and people like its (inaudible) and texture. Isn’t that correct?”

“Not for ceiling with hardwood. Ceiling with hardwood is the coloration – ceiling that you build out of hardwood, the hardwood itself is expensiver (sic) than mahogany. You could ask any – that can’t even buy in Belize City. You could buy mahogany at any lumber yard in Belize City. You can’t even buy those hardwood that Ms. Swift have on her house in Belize City.”

“So you are saying that you gave Ms. Swift something that was even more expensive than mahogany? Is that what you are saying?”

“Yes. I could have did the mahogany for cheaper.”

“Listen to me. You are saying that you gave her something more expensive than mahogany?”

“Yes, sir.”

“But in fact, what she is saying now in her Claim is that you deceived her by giving her something more expensive? That’s what you are saying?”

“She is saying that I am giving her less. She doesn’t know lumber and cost.”

“She doesn’t know?”

“No sir.”

“That is your evidence...”

This would have been a good time for the attorney to hold up the flash drive and say, “You narrated a video for the family in which you stated that you hope they like the mahogany ceiling. There were no comments about changes made that threw you behind schedule.”

This video was not mentioned in court. Why? It was among several videos given to Mr. Henry in April 2018. At the end of the first day of trial on October 17, when he played it, there was no sound on his computer.



Other questions I would have asked Defendant:

“Mr. Betancourt, would you tell Ms. Swift and the Court which hardwood you put in her ceiling?”

“Can you tell the Court the difference between hardwood and mahogany?”

After he gave an intelligent answer, follow up with, “Mr. Betancourt, I hate to burst your bubble. But are you aware that mahogany is a hardwood?”

“You stated that Ms. Swift told you to change the plycem ceiling to one of wood. If the ceiling was up on August 9 when she sent you the picture, then you were way ahead of schedule. Isn’t that right?”

“You also told Ms. Swift that the building would be finished by the end of October. Did she visit in October?”

“Ms. Swift was there on October 27, 2015. Was the ceiling up?”



Sinking Foundation

Ben took me to a tile store to choose tiles before I left Belize on August 1, 2015. On September 17, I wired money to Ben for Phase IV (painting, tile, and cabinet). When I arrived on October 27, only the upstairs floor was tiled but with cheaper inferior quality tiles that I did not choose.

On May 25, 2016, Miles Stanford (person I hired May 7 to supervise Ben) picked me up at the airport. When we arrived on the premises in Bermudian Landing, he told me that I could not enter the downstairs. When the men were installing the tiles, they discovered a problem with the foundation and had to remove the tiles and redid some cement work. I did not see any of the workmen.

Exchange between Mr. Henry and Defendant

“In addition to some of those issues which I described already, you would agree that you had issues with a sinking foundation?”

“No, sir, totally untrue.”

“Totally untrue?”

“Yes, sir.”

“Is this the first time that you are hearing about an issue with the sinking foundation?”

“No, sir.”

“No?”

“I heard that long ago.”

“This was brought to your attention, wasn't it?”

“Yes, sir.”

“You had a discussion with Ms. Swift regarding that, isn't that correct?”

“Yes, sir.”

“In fact, the tiling on the ground floor had to be held up because of the issues with the foundation, isn’t that correct?”

“No, sir.”

“That’s not correct?”

“That’s not correct.”

“She did in fact in an email to you in May 2016 did make reference to the issue of the sinking foundation, isn’t that correct?”

“Yes, sir and I respond.”

May 29 at 2:16 AM

Dear Mr. Betancourt:

I left a list of correction items (four pages) under one of the lock bags on the counter upstairs. More important though is a concern of the ceiling in the kitchen area and the outer edge of building from the backdoor to the steps. I will send pictures later. Please send me a testing text so I can text the pictures.

Next major concerns are the bathrooms situations in both guest houses. Still have your entry from months ago when you said, “They (referring to the guest houses) will be finished next Friday.” Plumbing has not commenced.

Water leaks: one by garage door will definitely undermine the integrity of the structure if that continues. You are already experiencing “foundational issues.” Two other leaks in front of Antwan’s house. One where you can see the open pipe; the other under the black soil trench cover not too far from the previous one. I would say they almost

line up. The water can be seen early morning because it dries up when the sun comes out.

Keep in mind that all these jobs have been paid in full.

That “pot smoking” is totally unacceptable. It needs to take place outside the gate. If you all get busted, we will definitely have legal problems.

Ms. G

Ben never responded to the above email. But on June 4, 2016, he sent the following by Messenger:

“Oh one more thing don’t let people hear u talk about sinking foundation, it u don’t know what u r talking about, cause when u r being corrected u will be laugh at, all you need to do was ask.”

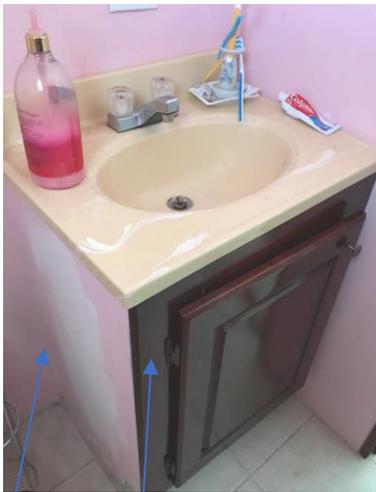


Plumbing and Fake Cabinets

Before I left Belize on August 1, 2015, Ben took me to Benny's to choose cabinets and sinks for the kitchens and bathrooms, and toilets for the upstairs and downstairs bathrooms.

In April 2018, Mr. Henry arrived on site with Dr. Foreman, an engineer. I mentioned to Dr. Foreman that I would like to move the cabinet in my bathroom to check for mold since water had been leaking from the roof for two years. He opened the cabinet door, knelt, rapped on the wall, got up, closed the door, but said nothing. The look on his face told me something was not right.

When Dr. Foreman left, I repeated the steps he utilized. When I rapped on the wall, it was cement. All bathrooms have fake cabinets. Look!



This is the cabinet in the master bathroom. Walls are painted pink. The sink is squeezed between the south and west walls. The cement slab is on the east side plastered with white paint.

Cement slab

Old, rusty hinges installed on all faked cabinet doors.



This is the cabinet in the other bathroom upstairs. The sink is squeezed between two walls and a cement slab on the side with white paint. Notice the rusty hinges on stained wood.

For the bathroom downstairs, the sink is squeezed between three walls, and stained wood is used for doors. No door knobs.



Piece of tile is cemented on both sides to hide the openings between wall and chipped sink. There are no pipes to carry water to the cold-water faucet.

This is the appearance inside the cabinet doors in the bathrooms and kitchen upstairs. All doors appeared to have been retrieved from old cabinets and stained, with more care paid to the outside appearance than inside.



On May 23, 2016, I received an email from Ben. He was putting estimates together. I was convinced this was paid for. Ben was getting no more money from me. This was after I scolded him on May 6 and 7, 2016 for taking my money and not completing the work.

From Ben to Gloria May 23 at 9:58 AM

***what do u want top of the bottom cabinet?
tile/granite/mahogany fomica, I am putting
estimate together.***

There was no mention of “fake cabinets” at the trial.



In May 2018, I hired a well-renown plumber as recommended by Mr. Henry. He came to investigate why, for the past two years, when water is turned on in the bathrooms upstairs, it floods the bathroom downstairs. His fee was \$800 an hour. I paid in full. I have him on videotape saying, “Shoddy work. Shoddy work.” He identified deficiencies I did not recognize. I contacted him twice a month requesting a report. After five months, I sent a question, “What do you think I should get for \$800?” He never responded.



Surprise! Jobs Nowhere Near Completion

October 27, 2015

About the middle of September 2015, Ben telephoned and informed me that by sending the money so quickly, he was able to get more work done because he did not have to wait for money to buy materials. He said, “It looks like the residence will be ready by the end of October.”

I decided to visit but did not tell him until a week before my arrival. I brought him money for plumbing, electrical, septic (items in original estimates), and mahogany ceiling.



In cross-examination, Mr. Castillo asked, “Well, Ms. Swift, your evidence states that the roof, septic tank, electrical, and plumbing, a large amount of money was needed for these renovations, correct?”

“Renovations?”

“Well, not renovations, I’m sorry, to finish these projects then.”

“What projects specifically?”

“...This is plumbing, electrical, upgrading the meter bank, septic, and soak-away, and mahogany roof.”

Looking at the statement, “This doesn’t say that these things were not done. It says payments made for these.”



I made a four-day visit On October 27. Ben picked me up at the airport. He mentioned that one of his women had paid for a week-end getaway to San Pedro (a popular tourist site), but he told her, “My boss is coming so I can’t go.”

“What?”

“Boss, I take my job seriously. I know you are only here for a few days, so I need to be here.”

“One of your women? How many do you have?”

“Seven.” He laughed.

“Do they know they are on a list?”

“Oh yeah.”

“Do they know each other?”

“Yes, they know each other.”

“Are you sure they are not after my money?”

“They spend money on me.”

“You had better be careful.”

“Boss, you worry too much.”

We arrived in Bermudian Landing. Upstairs was nowhere near completion. It had windows and doors but no plumbing. Installation of spindles on the veranda was half-done.



“What happened to the veranda and steps? Is this the new style? They are incomplete.”

“I can’t find the guy to finish it.”

“What do you mean you can’t find the guy?”

“I heard he was arrested.”

“You have to find him and tell him to finish the job.”

“I will see if I can find his wife.”

“Ben, you told me my beautiful home would be ready by the end of October. That is why I came.”

Ben did not reply.

It is the end of October. I am getting worried.

There was too much unfinished work.



Incomplete Work Identified and Discussed with Ben on October 28, 2015

Paragraph #23

“Apart from the pictures I took of the works in progress, Ms. Swift visited Belize to inspect the works on a few occasions, such as in December of 2015 and March 2016. We enjoyed a cordial relationship and Ms. Swift did not express any dissatisfaction with the works on those occasions.”

I never visited Belize in March 2016. Why didn't Ben mention I was there in October? That was when he received final payments on the two-story structure and deficiencies were discussed. In December 2015, my sister Margie was present when I confronted Ben again about not completing the work.

When Ben and I walked through the two-story structure on October 28, 2015, I brought the following to his attention:

1. The spindles were not all installed.
2. Electrical wires were hanging from the ceiling. When asked how come the recess lights were not in, Ben responded, “The electrician will be here next week.”
3. Plumbing was not yet installed in the bathrooms upstairs and downstairs.
4. The walls needed another coat of paint or re-plaster and paint. Ben told me that the finishing work was not completed.

5. The downstairs was cluttered with construction materials and tools which Ben said he had to store there since his stuff was stolen from the old two-story structure.

We returned upstairs. I said, “By the way, on Sundays, we plan to blast hymns outside. We hope to interfere with the Chinaman (liquor) business.”

“I can put in a very elaborate sound system for you.” He pointed around the living room with flailing arms as he told me what he would put where.

I did not comment. He was high. “Are you going to be finished by December?”

“Yes. You will spend Christmas in your beautiful home.”



Ben's New Excuse for not Completing the Jobs for Which He Was Paid

In Ben's Counterclaim and Witness Statements, he claimed I owed him money.

Paragraph #21

"Furthermore, by oral agreement, I performed certain works which Ms. Swift agreed to compensate me for which I have not, to date, been paid for. These include the following:

- i. The installation of a security firewall in the ceiling of the 2-story structure; \$2,400*
- ii. Installation of lights and electrical wiring on the upstairs and downstairs porches, relocation of light fixture of the two-story structure; \$4,000*
- iii. Initially painting the house based on orders given by Claimant and eventually repainting due to the fact that the Claimant did not like the initial color." \$6,000*

Exchange between Defendant and Mr. Henry

"Would you say at this point that you have outstanding monies in respect of that restaurant and residence?"

"Yes, sir."

"You have outstanding monies in respect of the restaurant and residence. What is that outstanding?"

“Some electricals.”

“Electricals?”

“Yes, firewall and repainting of the structure.”

“What you describe here or what you put in here, that is what essentially in your Counterclaim you’re saying are monies still owed to you by Ms. Swift, is that correct?”

“Yes, sir.”

“You admit, however, that you have never made any demands before this Claim was filed for what you say are electricals, firewall, repainting of its structure which you said is money that you are owed?”

“I did.”

“You did make a demand?”

“A request, sir. Demand is your word.”

“Mr. Betancourt, when did you make this request?”

“I do on occasion what you call like add-ons (my word) when asking is requested...”

“Mr. Betancourt, when did you make this request?”

“Somewhere between, if you are talking date, was around end of April?”

“The end of April?”

“Yes, the last time me and Ms. Swift had a good conversation.”

I never saw Ben in April. We were still communicating in May as evident by emails which were not entered in my Witness Statements to the Court.

Questions and answers went back and forth for a while. He was reminded that evidence existed that when he wanted money, he sent something in writing.

Mr. Henry continued, “I am asking you whether you passed to Ms. Swift a document in which you itemized the costs for this electrical, firewall, repainting of the structure.

Was there a document in which you put, maybe the word 'itemize' is too complicated?"

"No. I done answer that. No."

"So you never presented her with any document?"

"No, sir."

"This electrical cost was incurred when?"

"Changes she made when she..."

"I want to know when the electrical cost..."

"In April."

"In April?"

"Yes."

"The firewall, when was it incurred?"

"The firewall incurred in 2015 around October when we seal up the roof."

If the roof was sealed in October, that meant the mahogany ceiling was there, right? Ask him.

Mr. Henry, "Electrical in April, firewall in October."

"Uh huh, and the paint in November."

"Repainting when?"

"November."

"November of 2015?"

"Yes, sir."

"Did you send her a bill?"

"No."

"Did you send an email or letter to her requesting money which was preventing you from completing the job?"

"No."

Back and forth they went. Defendant admitted that he never sent any payment requests for these items, that he had requested payments for other costs which were incurred after October and November of 2015.

In his TV interview with Channel 7 on November 2, 2016, Ben did not mention that I owed him money.

When questioned by Mr. Henry, “How come you didn’t tell this to Channel 7?”

“That’s not the place to talk about money.”

Ask him, “Why didn’t you sue her?”

In June 2016, Ben told my brother John, “She owes me no money.” He also told a few of my witnesses, “She paid ahead of time.”

I asked him on December 17 and December 29, 2015 if there was anything owed on the two-story structure. He said, “No.”



It was critical to confront Defendant on each statement he made:

Ben and I never discussed a firewall. What Ben called a firewall are a few cement blocks lined up in the attic over one of the bedrooms.

In October 2015, I gave Ben the patches of color schemes. He called in early November and told my sisters and me that he changed the colors before he painted because he could do a better job of matching colors. The \$6,000 for repainting was not mentioned in his Counterclaim.

The family, so far, has exceeded \$20,000 trying to correct electrical issues.

Mr. Azul reported that the \$19,550 was not of value.

On October 31, 2015 and May 6, 2016, Ben charged \$600 and \$75 respectively for electrical on the main building but never brought up \$4,000.



Follow-up questions I would have asked:

“Then why did you tell them (all three sisters were sitting in court) on March 2, 2016, that all the jobs were completed? Are you saying you lied to them to get final payment?”

“You told Channel 7, ‘...that show you the magnitude of work I had to complete. This woman didn’t want to give me an extra day ...’ You remember saying that, right?”

“Ms. Swift stated that there were no workmen on the property when she visited in October or December. Tell the Court where your men were?”

“Did you ask for additional work?” Hold up the emails.

“You told her sister Margie, who is sitting right over there, that you will not complete the jobs because ‘Ms. Gloria cursed you.’ Remember that?”

“You sent her a bill in April 2016 for work that you claimed you did and was paid? Why didn’t you include these so-called bills?”

“You handed her a bill on May 6 and was paid. Why didn’t you include these bills?”

“You and your witnesses testified that Ms. Swift drove you off the premises. For that reason, you were unable to finish the job, which you had already finished on March 2, 2016. Mr. Betancourt, which excuse should the Court believe?”

“Mr. Betancourt, are you saying that having reviewed your records, which you have not produced to the Court, you discovered that Ms. Swift owed you money?”



Paint job on exterior of building upstairs





Paint job on top of rail by front steps – east side



Final Payments Made on the Two-Story Building

October 30 and 31, 2015

On October 30, Ben and I made another walk-through of the building. “Why are your interior stairs so wide?”

Ben did not answer.

“Why is the hallway so wide? You could have used some of this space in the rooms.”

“Next time, I will call you to design the building,” he retorted.

“I will gladly help you out. You need an expert around here.” Ben did not respond. He was high and reeked of marijuana.

I was interested in the changes he told me he made that I had paid for. His explanations confused me. They did not make sense, and I told him so. Ben assured me the costs were justified so he could “deliver a beautiful house and restaurant.” He added that he had built the kitchen on the north-east side of the structure but had to move it to the west.

“I hope I don’t have to pay for that.”

Ben laughed and said, “You already did.”

On October 31, Ben and I sat down and reviewed payments, bills, and the incomplete work. Final payments were made on the two-story building based on the estimates for plumbing, electrical, and mahogany ceiling in living room and kitchen areas upstairs.

Then I said, “Mr. B, according to my records, you have been fully paid for the restaurant and residence.”

Ben replied, “You owe me \$600 for electrical on the main building and \$125 for a ramp at the small gate.”

I paid Ben in cash.

“Am I paid up now?”

Ben pulled some papers out of his pocket and said, “You owe \$220 for insulation for the ceiling, \$1,200 for the wooden ceiling, \$1,400 for a beam to support the veranda.”

“Isn’t the twelve hundred included in the seven thousand?”

“No.”

“This beam to support the veranda, where is that? Haven’t I paid for that before?”

“No, you didn’t.”

I paid the man. “Now, am I all paid up for the restaurant and residence?”

Ecstatic about the thousands of dollars in his hands, Ben tapped the money on the table and grinned, “Now you are.”

Marcella said, “Ms. G., get a receipt.”

“I am not going anywhere Ms. Mullo. I will bring her receipts later.”

I replied, “You better.”

The next day, I asked Ben for my receipts. He said, “I don’t have my receipt book, but I am not going anywhere. You will get your receipts.”

“Excuses! Excuses!”

“Don’t worry, Boss. I am not going anywhere. You will get your receipts.”



Marcella, My Only Witness

Only Marcella was called as my witness. She was with me from the beginning. Marcella was restricted to providing yes or no answers even when she could have provided clearer answers. She declared to Mr. Castillo, “I want to tell what I know but you only want yes or no.”

Mr. Henry did not re-examine her, but I would. Mr. Castillo got her to admit that when she saw Defendant with drugs or alcohol, he was not working. We do not know what he did on the construction site, but at the end of the day when he visited Marcella and me, he had a roll of pot in one hand and a bottle of beer in the next.

Mr. Castillo asked another question, “Ms. Sutherland, did you ever observe Ms. Swift paying Mr. Betancourt for his construction services?”

“Yes.”

“Did you see this more than once?”

“Yes.”

“And did you ever tell Ms. Swift to get any receipts from the Defendant?”

“Yes, I did.”

My Lady intervened, “You want me to write that? I mean, you didn’t object but unless I know that it was in the presence of Mr. Betancourt, then I’m not writing it down.”

Defense replied, “We can disregard that question, My Lady.”

I would have re-examined her to reiterate that the statements and payments were made in the presence of Defendant.

Ben Made a Request to Supervise the Yard Workers

Paragraph #24

(i) “As a matter of fact, because of our good working relationship, Ms. Swift requested, and I agreed to do several things related to the management of her properties in Bermudian Landing while she was abroad for which she agreed to compensate me. These included the following:

Paying Ms. Swift’s employees from my bank account and providing security services for several months until a security guard was hired, managing/purchasing farming crops, and livestock, etc. between July 2015 to June 2016.”

November 1, 2015

Ben arrived earlier than usual. He was taking me to the airport, and on the way, we were going to meet Roswell, the man who welded iron bars.

“Ms. G, I have a suggestion.”

“Let’s hear it.”

“You guys have been paying people to clean this place, and it’s not getting done. Since I am here, I can supervise the work and make sure things get done.”

Back in September, Ben called and informed me that he had moved into the existing two-story structure to watch his materials. He did not mention that he rented out his house.

“What is this going to cost me?”
“Must everything have a cost?”
“I am only asking.”
“Don’t worry. You will get a bill.”

Two Good Workers

Since 2014, every time the family needed assistance with yard work, we called on Henry and James. Instead of having Marcella travel by bus 70 miles round-trip and pay the men, Ben’s idea made sense. On November 1, I gave Ben \$2,320 to pay both men for the month of November with \$720 left over for December. Then I sent Ben \$1,000 to be shared between the two men for the first two weeks of December. When I arrived on December 17, Ben reported that Henry quit in November, but he **never** revealed that it was over a pay dispute. Ben never mentioned that James also quit in November because Ben paid him \$600 of his \$900 salary. When James asked Ben for my phone number, Ben told him, “She is not coming back. I am in charge.”

Email to Ben 12/04/15, 6:26 PM.

You should pick up \$500 each for Henry and James (two weeks work). Money sent for insulation. You never said how many you bought. I found my receipt and it was \$80 for one.

Mr. James's statement:

"Ms. Swift hired me to clean the land in the back of the property at Bermudian Landing. Mr. Betancourt received money from Ms. Swift to pay me. In November 2015, he reported to Ms. Swift that he paid me \$900. I only received \$600." Regarding the December payment, Mr. James continued, "...I did not receive any money because I quit in November over a pay dispute."



Ben charged for and received money again for insulation and was already paid \$220 on October 31.

In December 2015, when Margie and I sat down with Ben, he said, "You owe me \$100 for transportation, \$100 for gas for the weed trimmer, and \$100 to supervise your two men." Without hesitation, I paid him \$300.

Then he said, "I hired Jim, Baker, Moses, and chain saw man (whose name he didn't know) to help clean the front of the property since the other two men were working in the back."

"Who gave you permission to hire?" I asked.

"Boss, I was only trying to help."

"How much do I owe you?"

Ben handed me a piece of paper. On it were written the amounts paid to four men totaling \$1,105. I paid Ben.

We found Jim who did not get the amount reported, but no one knows Baker, Moses, or chain saw man.

Ben was never asked to provide security services for the property because that was my nephew

Peter's job for years. There was no discussion of providing a security guard. (More on the farm crops and livestock later.)



When I visited Bermudian Landing in October, my nephew Peter was still living in the old existing structure with Ben. Furthermore, he was driving Ben's workmen to and from work. In December, when Margie and I arrived, our nephew's room was empty. Peter later told us that he left after he saw Ben's control on the property.

A young man, Ed from the village, lived on the property with Peter. After Peter left, Ed stayed. Then Ben lost some money and accused Ed of stealing it. Ed told Marcella and me, "I am innocent, and so many women, anywhere from nine and fifteen, were in and out of the place, Ben did not know which one stole the money but blamed me, so I left."

In December 2015, Ben entered into an agreement with Margie to build a sheep pen and chicken coop. When Margie returned in June 2016, she was going to buy some critters.

I had no deal with Ben to manage and purchase farming crops and livestock. Without the family's permission, Ben hired Antwan Lord in January 2016 to provide same.

Ben told me that I was responsible for paying Antwan beginning in February 2016 since Antwan assisted him in construction in January. Antwan had begun clearing the land. I had a question in response to pictures received from Ben.

From Gloria 3/23, 7:04 pm

Is the weed killer working? With all the \$ on cleaning, I see lots of bushes.

From Ben 3/23, 8:16 pm

Yes it is, what you r seeing is all big trees that you pay to cut down and we are gathering and burning

No cutting and burning occurred on Swifts' property since Henry and James left.

After Antwan bought a sheep and eight chickens in April 2016, without Margie's permission, Ben sent me a bill, which I forwarded to her.

"Ben is moving so fast. But why?" asked Margie. Nevertheless, she gave me permission to wire the money to Ben.



Paid for Diamond and Received Cracker Box Jewelry

On November 1, on the way to meet Roswell to get estimates for bars on the restaurant and residence, Ben stopped at a location where a man was welding bars. I stayed in the vehicle while he went into the yard and talked with the man. Ben pulled a bundle of cash from his pocket, removed a few bills, and handed them to the man. When he returned, I asked, "How much did you owe the man?"

"Thirty-five dollars."

"Then why did you have to flash the whole bundle? You could be robbed." I was not concerned about Ben getting robbed as I was for my safety.

"Boss, you worry too much. No one will rob me."

Roswell was the man who built and installed bars on windows and doors for the Enrichment Center. Ben was present when Roswell installed the bars in June 2015. I did not like the way Ben spoke to Roswell and told him so. He was rude and abusive in tone.

Ben responded, "I wanted to make sure he did right by you."

"But you don't have to talk to him like that."

Roswell later told me he was afraid of Ben. I replied, "You know your job. Do not let Ben intimidate you."

Ben wanted to see samples of what Roswell was going to install on the building. "Ben, this job is for Roswell."

"I don't want the job, Boss. I just want to make sure that the man did right by you. I do not like the bars on the Enrichment Center."

"What's wrong with them?"

"Oh, I would have used different materials."

“The Enrichment Center is fine. This job is for Roswell. I already signed with him.” I was afraid Ben would take the job and *darn it ...*

Roswell met us in a parking lot on the way to the airport. He brought high-quality, high-cost materials. Ben was pleased. Roswell’s estimate was \$13,500 which included bars, screens, doors, and locks. If I provided locks, he would deduct the price off the estimate.

“You got the job,” I said to Roswell.

When he left, I said, “Ben, this job is Roswell’s. Call him when you are ready for him to install the bars.”

“I do not want the job. I just wanted to make sure he gave you quality products.”

“Now, be nice to him. Call him when you are ready for his service. Here is his deposit of \$1,900.”

Ben dropped me off at the airport.



Weekly Updates

I left Belize on November 1. Two weeks later, Ben reported that things were progressing well on the building. Will it be ready for Thanksgiving?” I asked.

“When is Thanksgiving?”

“November 26.”

“Definitely.”

“Good, I will be back for Thanksgiving.”

“No problem. You will get to sleep comfortably in your new home.”

I had no intention of visiting Belize for Thanksgiving. I spoke to Ben the week before Thanksgiving. He reported that he was now ahead of schedule.

“What about the bars? Have you called Roswell yet?”

“Oh, I couldn’t reach him, so I got my man to do them-”

“Ben, that was not the agreement.”

“Don’t worry Boss. I got you the best bars.”

“I don’t care. You said a million times that you did not want the job. Those had better be high quality bars.”

“They are the best.”

“For your sake, I hope so.”

Ben reported that the bars were installed, so I wired him the remainder of the funds on November 22.

On December 17, 2015, when Margie and I arrived, there were no bars installed on the doors and windows upstairs. There were bars downstairs on windows facing north. I said to Ben in front of my sister, “These are not the bars I paid for. Moreover, they are not properly installed. Screws are falling out.”

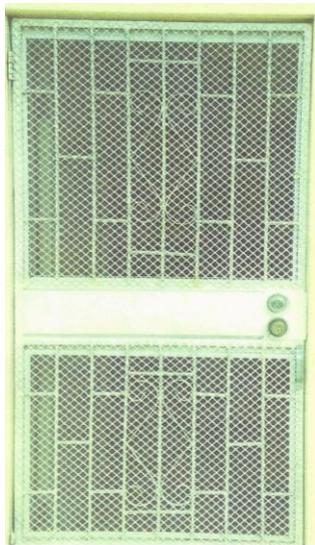
Ben replied, “The job is not yet completed. He will be back.”

Email to Ben, 2/12, 6:16am

I have a picture of the bars we were getting. Please send pictures of the changes that were made.



This is a sample of quality bars for windows and doors that I chose and paid for.



On August 9, 2017, while making repairs on the small gate, Mr. Jones told me that he installed the bars on my house. I told him that I paid \$13,500 for quality bars and got cheap-ass bars. He was stunned. "As a sub-contractor, we don't know what the contractors are paid." I reiterated, "I paid Ben \$13,500 for quality bars." He replied, "I got less than half of that."

This is what Ben installed. Then Ben charged me another \$625 for metal screens for the bars. When I

questioned the additional cost when Roswell's costs included screens, Ben was not pleased.

From Ben April 8, 6 am

question, do you want me to put on the wire mess on all bars door that we are working now like we did on your resident, remember those bar do not have then on. it 125.00 per door and you have 5 door to put them on.

From Gloria

Are these screens out of metal? Not the regular screen like on the school doors and windows?

From Ben: Apr 8 at 7:51 AM

yes there are out of metal. You have me triping all day today, did you read the estimate good? do you have question? I need to talk to ms marge, you r not my bally any more, smile, I need to talk to her cause I am making your bill and I an afraid you catch heart attack, so I need her to clarify some stuff and then I will call you about sunday, send her number and ask her wat time is best for her over the weaken. Thanks

Email to Ben on April 9, 2016

To TripleJ Construction
Apr 9 at 4:16 AM
Good Morning,

I printed your email to reread. I read very well, thank you, especially when it comes to my money.

First, the bar doors were NOT up when we were there, so I have no idea what the screens look like. Screen mess is not the same as screens made out of metal.

Also, your vocabulary and terms are different than contractors here. We have been working closely with the same contractors for years and terminology in both countries, depending with whom you are speaking, can be confusing.

Things change from early planning to building. I am not saying you are cutting corners. I am not saying you are not to be trusted. I feel totally lost not being on site to make sure things go as planned or to keep abreast of changes.

Shed – I know it is not complete. What is the wide opening for? Cows should not be able to walk in. Maybe you are thinking something else. I don't think we plan on driving in there because you will move those picnic tables from the school and place them in there. Oh, please make sure the seats are separated from the tables. Ladies will not climb over to sit. I had ask the builder to separate them. I bet he forgot.

Those side blocks – are those the benches people will sit on?

This is why we ask questions. We match discussions with drawings, and then we see something different.



Spending Christmas 2015 in My New Home, or Will I?

December 2015

Around the second week of December, Ben called and said that the residence will be ready for Christmas. Margie and I made reservations to visit and spend Christmas in our “beautiful home.”

Ben picked us up at the airport on December 17. On the way home, he said, “You can sleep in your new home, but you can’t take a shower.”

I snapped, “That is unacceptable. You were fully paid on October 31. Isn’t that true?”

“Yes, Boss, you owe nothing.”

“Mr. B, you said that the house was going to be ready the end of October, then for Thanksgiving, then Christmas. Five months three weeks have long gone.”

“Don’t worry Boss. It will be finished. I have less than a week’s work left.”

“That’s not the point. You were paid ahead of time, so the work needs to be finished on time.”

Ben escorted Margie and me upstairs via the external steps. Even before I entered the building, I noticed the messy veranda with paint and cement residue. Upon entering the building and glancing around, I commented, “Mr. B, everything is the same way I left them in October. You have not done any work since I left. You were fully paid on October 31. I expected this place to be finished by now.”

Ben countered, “Don’t listen to her Ms. Margie. I did a lot of work since she left.”

“In October, electrical wires were hanging from the ceiling. You told me the electrician was coming next week. Windows and doors are in rough condition. Then you tell

us we cannot shower up here. Look at the walls. I told you in October they needed painting.”

Ben said, “The finishing work is not yet completed.”

“Where are the bars? You said they were installed in November and I sent you final payment.”

Ben did not answer.

“Let’s take a look downstairs.” **My blood pressure was rising.**

Ben led the way via the interior stairs. We were unable to safely maneuver through the downstairs. It was loaded with lumber, pipes, tools, and other construction materials. I was not pleased. “Why are all these things in here?”

“I told you they stole my stuff from the other building. So, I put them down here. When all the jobs are finished, I will move them.”

I squeezed among the junk and glanced around. “The island and pantry are incomplete. Plumbing in the bathroom has not begun.” It was still early in the evening. “Where are the workmen?”

“I usually let them go and work for other contractors for Christmas. They will be back for New Year’s.”

“Same picture as October, Ben. I don’t see any tiles yet.”

“The guy that was installing the tiles left. He agreed on one price, then asked for more money. I refused to pay more. He went to Ladyville Police Department and filed a report. The police called me. I met the guy at the station, paid him \$500, and sent him on his way.”

July 20, 2016, there was no record of that police report.

We still cannot find anyone who knew anything about the break-in.

Margie and I camped in the old building. Ben's bed, cable TV, washer, and stove were there. He only paid for Cable.



What Just Happened?

December 18, 2015

Ben's Paragraph #24 (ii) reads, "...Re-Constructing a 16-acre (barb-wire fence on Ms. Swift's property.)"

Uncle Jeremiah, Mom's youngest brother and only living sibling, came to visit. Back in July, he mentioned that we needed to fix the fence around the property. Ben submitted an estimate for the job, but it was rejected.

Although most of the barbed wire was good, the current posts must be changed to logwood which lasts longer. Uncle agreed to take charge of the project and he brought his son Pilar and son-in-law Jose to help. Logwood is rare, but Uncle knew a man who had some for sale in the village of Lemonal, eight miles away. The cost was \$4 each, and we needed 200.

Ben had a pickup truck, and he agreed to take Pilar to get the posts. I gave Ben \$800. Uncle and Jose stayed behind and began work on the fence. After Ben returned, the man phoned Pilar and said that he was short \$100. Pilar told me. I confronted Ben. He cursed up and down that he paid the man \$800. A few days later, the man called. If he did not get his money, he was coming for his posts. I told Ben to pay the man. Ben denied cheating the man, but after "thinking about it," he explained how he thought the mistake could have been made. He promised to return the man's money.

The following is Pilar's Affidavit about the incident:

"... Ms. Swift asked me to go with Ben to LEMONAL to buy some posts. The posts cost \$800. The Applicant (Ben) counted out the money as he put it in the hands of the man who was selling the posts. Then he told the man, 'Let me check the money again because I think I made a mistake.' Ben counted it swiftly and placed some money back in the man's hand. We left.

About an hour later, the man made contact with me and told me that Ben owed him \$100. I called Ms. Swift right away and told her what happened. I didn't say anything to Ben. I knew that the man who sold the posts also called Ms. Swift. Because Ben took a few days to take the money back, the man called me using vulgar language and said, 'If I don't get my money, I will come and take my posts back.'

I went back to Ms. Swift and told her that she needs to handle it as the man was very upset and had called me at least two times. She told me that she already told Ben to take the money back. A few days later, Ms. Swift said she called the man and apologized to him. He told her that a kid brought his money."



The Smartest Thing I Ever Did

December 30, 2015

Uncle thought they would be finished before Margie and I returned to the States on December 31. They did not have to replace as many posts in the back of the property, hence they moved to the front.

On December 30, I met with all three men in the front yard. They had less than 25 yards to complete, but they had to cut some trees which slowed them down. Uncle informed me that they had about five days of work left, if that many.

I called Ben and explained the situation to him. I asked if he would pay the men when they were finished. He said, “No problem.” **I counted the money in front of the men** and gave it to Ben. It was the smartest decision I ever made in dealing with Ben.



December 31, 2015

Ben dropped Margie and me off at the airport. While we waited to board the plane, Pilar telephoned me. The woman who owned the Baboon Sanctuary came to the fence and confiscated their tools. She said the men were on her property.

I returned from the airport, but the men were on Swift’s property. Decades ago, the woman and her husband came out of nowhere and built their Baboon Sanctuary in front of our property blocking our access to the main road.

How did three able-bodied men allow a woman, who could barely walk, to confiscate their tools? I was angry with them. I walked the fence and took pictures. No

sight of the woman. The next morning, I did the same. The woman never showed her face.

I called Mr. Selvin, our surveyor and left a voicemail. I asked him to come and show the woman our marker. My flight was scheduled for 3:25 P.M. Ben said, “I know people at Lands (Land Department).”

“Mr. Selvin is our surveyor. I called again and told him I was leaving, but you were here. Here is his number, just in case.”

No sooner had I returned to the States when Ben called. He reported that Mr. Selvin is uncooperative and said it will be a month before he visited the area. Ben mentioned he will get his own man from Lands. I told him we will call Mr. Selvin.

Unbeknownst to Ben, Mr. Selvin visited the woman and showed her our marker. The men were on Swift’s property.

Ben charged me \$400 to pay his man from Land Department to survey the place. I wired him the money on February 23, 2016. On May 6, 2016, he charged me \$150 for two trips he made back in January to Land Department in Belize to resolve the issue.

Mr. Castillo, did he go to Belmopan as mentioned in his Counterclaim or Belize City as reported on his bill on May 6?



Counterclaim 4 (iii)

I am owed compensation for “managing a contentious Property dispute regarding the premises, which involved making several trips to Belmopan and caused danger to the Defendant’s life.”

The woman who owned the Baboon Sanctuary had a son who was running Land Department. Ben reported that the son sent two SUVs with men to the property (no one was able to confirm this). He spoke to them. When asked what happened, Ben replied, “They left with their tails between their legs.”

This was not mentioned in Defendant’s Witness Statements. I requested a copy of the police report. Furthermore, I am sure he changed his tune when I mentioned that Mr. Selvin will tell his side of the story.

In July 2018, Mr. Selvin said of Ben, “He is not a nice person. He was telling me what I should do and when. He did not go to Lands. I took care of everything, and he did not get an assessor.”



Uncle and his men finished their assignment. After two weeks and the police could not retrieve their tools, Uncle paid one of the woman’s workers to steal them back.

Next, Ben hired the trio for a day's work. This is Pilar's affidavit.

The other occasion when I worked with Ben, he hired me along with my dad and brother-in-law to cut some bushes on the Swift's property. The agreement was that he would pay us \$300 for the job. He told us how much to cut, where to cut, and how to cut. We finished the job in one day. When Ben came to pay us, we were still in the area where we worked. He counted \$250 and said, "This is what the job cost." The money was still in his hand.

I told him that was not the agreement. He said, "You either take it or leave it (using vulgar words). His voice was loud." Then I cursed him back and said, "You will pay us the \$300 which was the agreement." Then he said he was going by the house. We followed him and stayed about 100 yards under a shed with leaves. When he came back from the house, he handed me the money and said, "Here is the money." He made it sound as if we didn't earn it. Then he added, "You don't have any more jobs with me." I was thinking I will never work with him again.



What Would You Call This Episode?

Ben sent me an email on January 8, 2016 stating that the men (Uncle Jeremiah, Pilar, and Jose) worked another two weeks and needed more posts. My family was involved so I wired the money to Ben.

Almost two years later, during discussion with the men while they prepared their Affidavit with the attorney, I mentioned the additional money that was wired to Ben for the extra work they did. No one had a clue what I was talking about.

Pilar said, "Cuz, think. You left us money for one week and we were finished in three days. You bought posts before you left. We did not need any more posts. We did not work an extra two weeks."

"Well, on May 6, 2016, Ben billed again for work Uncle did. Uncle, he said you worked four days with a helper (\$350), and you needed 50 bush sticks for front fence (\$250). He also charged for '2 week helper for bushes after uncle Jeremiah finish cutting (2 man).'"

"Bring the man here and let him tell me that," said the old man.

I showed the email to the men. I chose not to write their comments.

To Gloria Swift

Jan 8 at 9:38 PM

SALARY FOR YARD after you left

<i>jan 11-15</i>	<i>\$750</i>
<i>jan 18-22</i>	<i>\$750</i>
<i>200 fence post</i>	<i>\$800</i>
<i>cut down trees</i>	<i>\$400</i>

Bill from May 6, 2016

<i>Fence (uncle Jeremiah and helper)</i>	<i>\$350</i>
<i>50 bush stick for front fence</i>	<i>\$250</i>

Ben was never questioned about the bills he submitted for work he alleged the men had performed.

But Gloria, look at the bloody date! From January 1 to January 8 is not two weeks.

The men submitted this report:

In December 2015, I went with Ben to buy posts because my family was fixing the fence for the Swift family. That's the occasion when he cheated Mr. Hezekiah \$100.

My Dad Jeremiah, my brother-in-law Jose, and I worked on the fence. We had finished the fence to the back of the premises and had started work on the front when Ms. Swift had to leave.

We told her that we had one week's worth of work left. This work would be completed the first week of January 2016. She gave the money for that week to Ben in front of the three of us.

When we were finished, he paid us. We did not work two additional weeks for him, nor did we buy any more posts.

Ms. Swift showed us Ben's email to her in January 2016 for \$1,500 salary, \$800 for posts, and \$400 to cut trees.

Those must be the trees that he offered us \$300 to cut in one day, then tried to pay us \$250.

In May 2016, Ben charged Ms. Swift \$350 for four days of work that he said Jeremiah did in January 2016. There was another \$250 charged for posts. Jeremiah denies working any additional days other than the week and a day mentioned above in this report.

Signed by all three men.

Mr. Castillo, what do you call this episode?



Discrepancies in Ben's Annexes

Paragraph #24

(iv) Costs of travel to Belmopan associated with assisting the Claimant in obtaining a firearm license and the Claimant's family with procuring personal items from the Department of Foreign Affairs; and A copy of a request dated 4th January 2016 instructing me to go to Belmopan for procuring permits for said items, a copy of an estimate submitted to the Claimant for various works done by me, a copy of my estimate for the construction of the said fence are annexed hereto and labelled "Annex 23" Annex 24" and Annex 25" respectively.

Not one of the Annexes mentioned and submitted referred to anything in Paragraph #24. Annex 23 referred to the job description for the caretaker that I prepared. Annex 24 referred to the estimates for the restaurant and residence. Annex 25 referred to a 12 X 40 chicken run that was built with old rusty wires.

Ben said he knew people who can get me a gun permit. I sent him the information. Weeks later, he said he could not take care of it because he forgot, and he was busy. In April 2016, I scanned a two-page document to Ben and asked him to deliver it to the Broker who will handle the paperwork for the gun permit. Ben delivered one page of the document and charged me \$150 on May 6, 2016. At first, he said, "You only sent one page." After thinking about it, he said, "Well, I thought one was a copy."

In December 2015, I accompanied Ben to the Department of Foreign Affairs in Belmopan to turn in my

paperwork. After leaving the office, Ben said, “I think she likes me. I am going to invite her to lunch.”

I replied, “Leave that lady alone.”

Additional information was required to the Department. I emailed it to the lady but never heard from her. Ben confirmed via email on March 8 that she still works there. Right after that, by email, she confirmed receipt of the information, and I notified Ben. Yet, he went to Belmopan and took her to lunch. Ben charged me \$300 on May 6, 2016 for two trips to Belmopan.

Ben admitted that he took the lady to lunch as confirmed by Antwan Lord who said, “They left me waiting in the sun.”



What Did I Pay for Again?

Defendant's Paragraph #24 continues (iii) "...Purchasing materials for her."

Defendant did not say what he purchased, but he sent an email requesting to buy items for the farm.

From Ben 4/13/16 at 5:51 PM

i want to buy 50 head of plantin and 50 head of banana for him so he can make a plantin walk. r you guys interested? right now you only have about 15 trees

I did not reply.

From Ben on Wed. Apr 13, 2016 at 6:49 P.M.

oh i cant wait on you to discuss poison, that a every week thing, to keep grass down. i buy those stuff and will hold the recite till you come

Ben did not provide a receipt for poison, but \$129 was included in his bill on May 6, 2016, and I paid it.



Mr. Cruz's Report Based on His Observations

Mr. Cruz was the first contractor to do a thorough walk-through after Ben abandoned the jobs. He had been a contractor for over 25 years. His report, which was not included in my Witness Statements to the Court, follows:

When I arrived in Bermudian Landing, she escorted me around the premises and identified areas of concerns. Ms. Swift remarked "this is what the previous contractor left me."

Noted:

1. The landing below the step on the west side of the house lacks plastering.
2. Messy steps due to water dripping from leaking gutters. Needed to be chipped and dressed.
3. Main structure, gutters were leaking where joined. Top gutters were dropping and there were not enough gutters. Gutters were not installed properly. Brackets and clips needed to be loosened and tightened. The holes on the overflow for the vat were too small, so water backed up into the gutters which caused them to drop.
4. Gutters that were installed on the two small structures in the rear of the property were sloped backward. Pipes not connected; some missing.
5. Ms. Swift mentioned that the main bathroom upstairs was leaking. She showed pictures of the water running down the walls and water being bailed from the floor.
6. She turned on the cold water in the shower of the main bathroom and no water came out. She said it was like that since May 2016.
7. The walls of the main bathroom appeared to have water in them.
8. All doors had rough finish. Kitchen door need to be re-caulk, molding needs to be added and painted. The doors installed on the exterior are really interior doors. Ms. Swift was able to compare the difference between her doors and the ones on her brother's house. Front door downstairs was missing screens; needed to be cleaned and painted where welded. Single back door downstairs needed painting and there was no screen on the double doors on the top.
9. The external doors had openings underneath and she reported that snakes are entering the house. There were also openings on the side of the door (either the door was too small or the openings were too big). She showed pictures of water coming out of the wood and collecting on the floor. The red water stain was still visible. Interior doors need to be sanded and stained. Exterior doors need thresh hold.
10. Some windows would not close tightly; a few would not open. Ms. Swift reported that water comes in when it rains.

11. There were white and burgundy-colored paint on the floor of the veranda upstairs.
12. The veranda had a two-tone color cement mixture in one corner.
13. The ceiling of the veranda upstairs was messy; not muddied; just painted with one coat of paint; and appeared to bulge. Upon further examination, the beaver board bulged from water which leaked unto it. When informed that the ceiling was beaver board, Ms. Swift pulled her records and stated that she paid for plywood. She requested that the beaver board be removed and replaced with plywood for her safety. Rail was rough and incomplete.
14. When I went to add cement to seal up the holes under the front door of the veranda downstairs, I noticed that the middle of the veranda is hollow. The dust from the cement was peeling off and there were streaks on the veranda. Video made.
15. The walkway in front of the veranda downstairs was messy and black, probably caused by incorrect mixture of cement and sand. Cement was chipping away at base of the door and sidewalk near the entry from small gate to restaurant door. Cement was chipping away at entry door to bathroom, inside and out.
16. The ceiling above the veranda downstairs had plastic attached to it, probably left over from construction materials and it was dirty.
17. The garage flooded when it rained because it was too high outside the door and the driveway was too short.
18. There were openings in the garage that needed to be screened to prevent large and small critters from entering.
19. Ms. Swift requested that a wall be added to separate storage area from parking area because it was missing from the original construction.
20. The corners needed to be sealed from rat bats as the evidence showed they were moving in and out of the structure.
21. There were cracks in the walls upstairs and downstairs.
22. Mildew and mold were seeping out over the door leading to the walkway toward the downstairs bathroom.
23. The ceiling downstairs had two different color paints in one section.
24. There was no way to empty the septic which was built with one section instead of three. There was no thrash hole.

25. Gift shop's wall was blocked all around; no bars or one-way mirror per Ms. Swift. The windows would not close properly; too tight. The outside door on the plan was not installed.
26. Ms. Swift mentioned that the caretaker reported that when lightning strikes, the lights exploded. An electrician was contacted.
27. The circuit box in the bathroom of the main structure and guest house #1 had no cover.
28. There were two huge openings in the downstairs under the step; each needed a door.
29. I did complete minor repairs at no charge. A few are: fixing electrical outlet that had no power; cover an outlet properly for safety reasons; sealed a hole under the kitchen cabinet that extended outside. A large snake was discovered inside near that hole.
30. While there were no plans available on the upstairs of the structure, it was difficult to correct some of the issues from a construction stand point. Yet, there was no contact between myself and the original contractor.

Once most of the problems were identified, Ms. Swift suggested that I demolished the building. I promised her that I would repair as much as I can for the least cost possible. I explained that it's difficult to correct some of these problems.



Let Us Walk Through the Residence and Restaurant and Examine Ben's Handiwork

These are some of the pictures I took that depicted the conditions in which Ben left the two-story building.



Water seeping through the wood.



Water accumulates at bottom of door.

Threshold added by Castro.

My brother received high quality, sturdy exterior doors which are flushed to the wall and floor, while mine were cheap, thin, and flimsy interior doors that were installed so high, the snakes moved in. We both paid over \$600 for each door, but I received doors that cost \$100 each.



Door on my brother's house.



Door on my house.

During a hurricane, water and wind will enter the building. Since hurricane shutters are very expensive, we installed shutters over the windows, and plywood will be used to cover the doors. All *exterior* doors have openings along the sides which allow water to seep into the building when it rains.



“Opening sealed under front door downstairs” – four doors downstairs and one upstairs had to be sealed with cement at the bottom to keep snakes out. See messy veranda from original construction.

The openings were too large and when slithering reptiles invaded, I lost sleep. At least five snakes, about six feet in length, were killed inside the building.

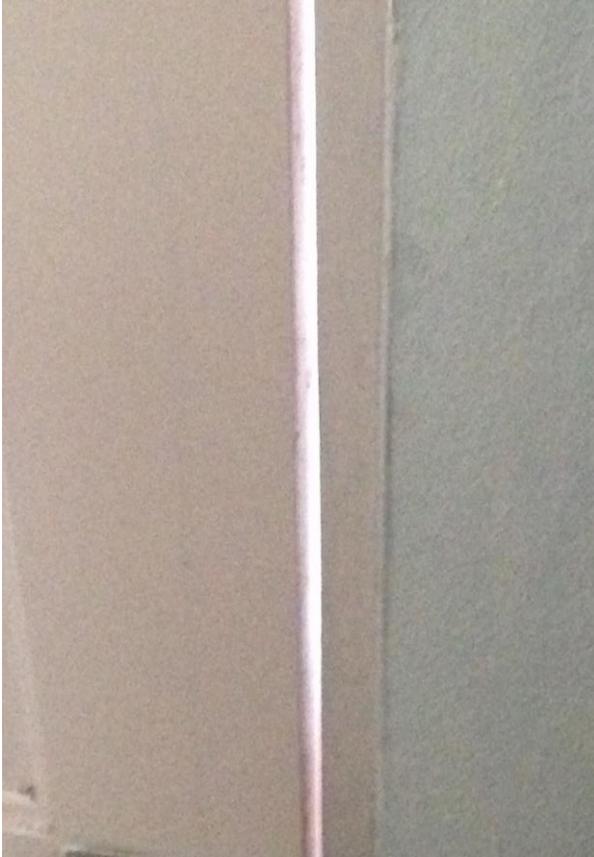
One day, I had a close encounter inches from one of the reptiles. From the storage area to the dining area, I passed by the front door which was closed. I saw a large piece of string and at the same time asking myself why the string would be there. I turned back to remove it, then “snake” came into my head. I closed the inside door and yelled for Marcella. “Can you see if that’s a piece of string by the door?”

Marcella opened the door slowly and screamed, “Snake!” simultaneously closing the door. We yelled for Senecca, who came running with his machete. By the time he opened the door, the six-footer was already in a coil with head projected up, ready to strike.

On another occasion, I woke up one morning and a dead toad was sprawled on the bedroom floor. Uncle revealed that a snake left it there. For two weeks, I laid on

the couch at night with a machete by my side. Most nights I did not get a wink of sleep. I left the country.

This is the opening between the double doors in the kitchen downstairs.



Veranda Downstairs

Ceiling



Floor

Cement chipping



Residue from cement filled a crack; leftover paint on floor.

This chalky mess came off the floor of the veranda, probably due incorrect ratio of cement mixture, sand, and water.



Mr. Cruz advised us that nothing heavy can be moved on the veranda. The blocks by the door and at the top of the steps are filled in with cement but not in the middle. There is a video depicting the sounds of the filled and non-filled blocks.



Bathroom Ceiling Downstairs

Water leaked from the bathrooms upstairs and ended up in the bathroom ceiling downstairs. The first leak was detected in April 2017 when the plycem ceiling could no longer hold back the water. Area was filled with mold inside and out. It has been repaired seven times and is still leaking.



(Below) Mold from the leak above



Under cross-examination, Mr. Castillo wanted to know if I had a specialist test for mold. I answered, “No. I know about mold.”



Roof

I paid for green zinc.

Water leaked from the ceiling and into the living room and kitchen areas.



(Below) Water from ceiling settling on countertop



This is the roof over the living room and kitchen areas.

Sealed up the openings, leaking stopped.



Under cross-examination, Defendant was asked, “Would you consider that a properly installed roof should not leak?”

He answered, “Should not.”



Veranda Upstairs - Messy

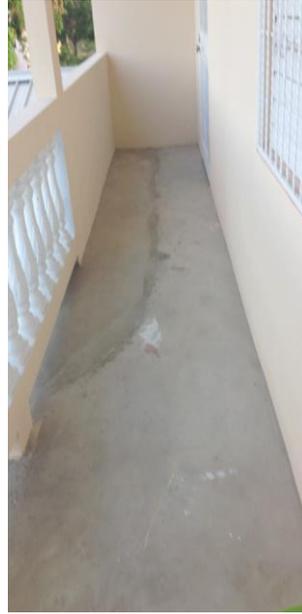


Veranda Upstairs

North Side



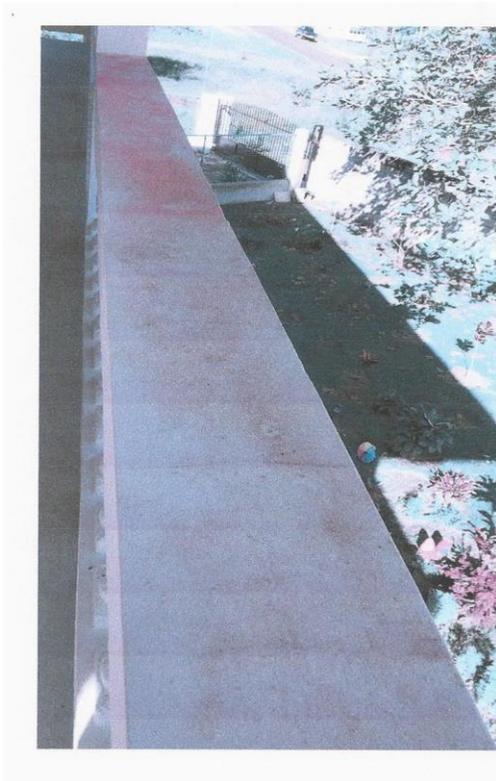
East Side



(Below) Veranda ceiling upstairs leaked – beaver board sagged under the weight of water



Rail for veranda upstairs: paint changed colors and peeled off; same on rail downstairs; water paint was used.



Welding mess by the front door downstairs; left over when bars were welded. Same with all doors and windows where bars were welded. See cracks on floor.



Front of House

Paint chipping off the building upstairs and downstairs. This is by the front door downstairs, even though it is shielded from the elements by veranda overhead.



(Below) Walkway from small gate to front door



Entrance to steps by front door



Look on the right side of the steps – cement on the bottom; huge flowerpot is sitting on it. Now look at the left side – sandy, no cement on the ground.

Can you see the paint washing off the walls?

The veranda had so many cracks and the walkway so unattractive, we painted the veranda, steps, and walkway. The whole house was repainted. Cost incurred by Margie.



Master Bathroom Upstairs

On September 24, 2016, it was raining. I entered the bathroom about 5:15 in the morning and stepped into a puddle of water. Water sprayed on me and ran down the bathroom walls. Castro was called and he “repaired the leaks.”

Water was still coming down through the sheet rack. It was repaired again in April 2017, but still leaked. In November 2017, after I discovered water oozing across and into the bedroom ceiling, Senecca went into the attic and found the culprits. Nails were removed from the zinc and holes were left behind. Water came through the holes. It appeared that these zinc were used before and that accounted for all the holes. Where the zinc merged also needed to be sealed. By the way, there was *no* insulation.

During cross-examination of me, Defense suggested that the defects were caused by others who were working on the building.

Unbelievable!

Water coming down the walls in the bathroom.



(Below) Bathroom ceiling after the water flowed down – paint chipped off



Marcella mopping up bathroom floor during the rain – water leaking from above



Master Bedroom

Water seeped across from bathroom ceiling and into ceiling of master bedroom



Master Bathroom

Unfinished walls



Window only closes half-way, so water and dust blows into the bathroom.



Area between floor and wall; no molding on any of the walls in the building.

On May 5, 2016, when we were unloading the container, one of the local women who showed up on the premises said, "The cold-water faucet in the master bathroom does not work." I told Ben about it on May 6, 2016. He said it was clogged with pebbles or stones, and he was going to fix it. He did not.



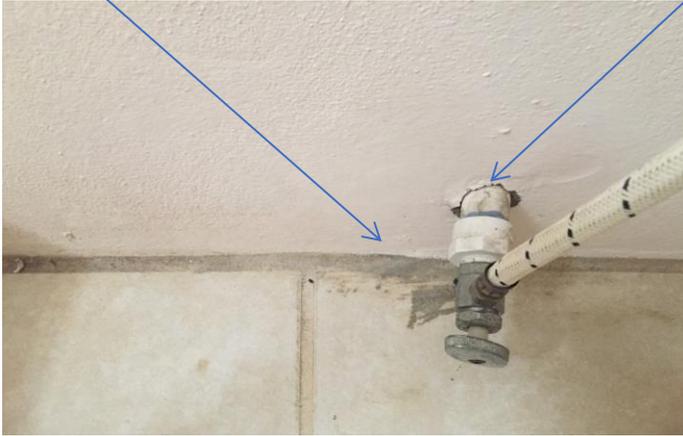
All faucets were loosed and had to be sealed.

Shower drain cemented down, same in both bathrooms upstairs



The tiles used on the floor in the showers were left over from the bathrooms we tiled in the existing building the year before.

Bathroom upstairs: actual cement residue on the floor and hole around pipe in the wall.



Bedroom and Bathroom Doors

Two-bathroom doors and three-bedroom doors would only close halfway. They were removed and shaved off on the top and sides for them to open and close properly.



During cross-examination, Defendant was asked, “You are aware that the plumbing in the master bedroom and the bathroom did not work?”

“No, sir. I bathe deh (there) every day and use the toilet and wash my hands and brush my teeth.”

Mr. Henry continued by asking him if Ms. Swift had asked him to address the issue in May. His response,

“Yes. **I lived there in December 15.** She request (sic) of some of the deficiency of the main building was in May.”

“You weren’t living there in May?”

“No, sir.”

When asked again about being notified in May that the plumbing did not work, Ben replied, “No, Sir, it was not the plumbing. It was the cover of the valve. But all water run through all equipment.”

“Mr. Betancourt, isn’t it true that water wasn’t coming out of the shower in the bathroom?”

“No, sir. I lived there for like three months.”

“But you already said that by May you weren’t living there, isn’t that correct?”

“Yes, but it was occupied by her family. The same people come back and forth. She sleep (sic) there in the same room on 1st of January. She sleeps there New Year’s Eve, same room, bathe, shower, everything.”

**Ask him, “When was it occupied by the family?
What people were moving back and forth?”**

**I left January 1, 2016. I returned May 5, 2016.
Between those dates, none of my family members
showed up in Belize, much less on the premises.**

After bantering back and forth with Mr. Henry, Defendant testified that the first he heard about the plumbing not working was the day of the trial.

**Ben told Margie and me on December 17, 2015
that we could not take a shower. May 6, 2016, he
told me it was clogged with pebbles or stones.**

Margie and I stayed in the old building. Ben's bed, TV, and clothing were there. Did he have belongings in both buildings?



All rooms have cracks in the walls.



(Below) Cracks and unfinished wall at corner of master bedroom window.
Walls were painted blue, but the color has faded.



Unfinished walls in dining area downstairs



Crack in window in dining area begins on the inside under window frame, continues across the windowsill to the outside.



Cross-examination of Defendant regarding sinking foundation and cracked walls:

“She did however, in an email to you in May of 2016 did make reference to the issue of sinking foundation, isn’t that correct?”

“Yes, sir, and I respond.”

Follow up with “Show the court your response, please.”

“You are saying there is no issue with sinking foundation?”

“No issue with a sinking foundation.”

“You are aware, however, as a contractor though, that issues with the foundation does lead to cracking in the walls, isn’t that correct?”

“No, sir.”

“You are saying that foundational issues wouldn’t cause cracking?”

“For Ms. Swift’s house ...”

“I’m not asking you about Ms. Swift’s house. I’m asking you generally. I’m asking you if you are aware as a contractor that ...”

“Yes, if you build a house...”

“Listen to me. I want to finish my question before you answer it.”

“No problem.”

“I’m asking you if you are aware as a contractor, which you say you are and competent, that foundational issues would result in cracking in the walls, isn’t that correct?”

“Yes, sir.”

“You are aware that she did complain about cracks in the walls?”

“Yes, sir.”

“And you have seen as well, photographs which she’s exhibited of cracks in the walls, isn’t that correct?”

“Yes, sir.”

“Both the interior and exterior walls, isn’t that correct?”

“Yes, sir.”

“Would you agree as a contractor you say of some experience, that a properly installed foundation, properly built or constructed foundation should not sink ordinarily? Would you agree with that suggestion?”

“No, sir.”

“You do not agree that a properly installed foundation or properly constructed foundation should not sink?”

“Yes, I agree with that. Once you have a proper foundation, it shouldn’t sink.”

Ben, the doors are getting more difficult to close after every rain. Why is that?



Leaking urinal in restroom downstairs



Cold water and hot water pipes running into urinal; several pipes taped together.



This was the toilet in the bathroom downstairs. I went to Belize Water Services Ltd. (BWS). The lady said, "It's not the water. It could be the pipes. Have a plumber check it out. We have no other complaints."

Acid could not clean it, so the toilet was replaced.

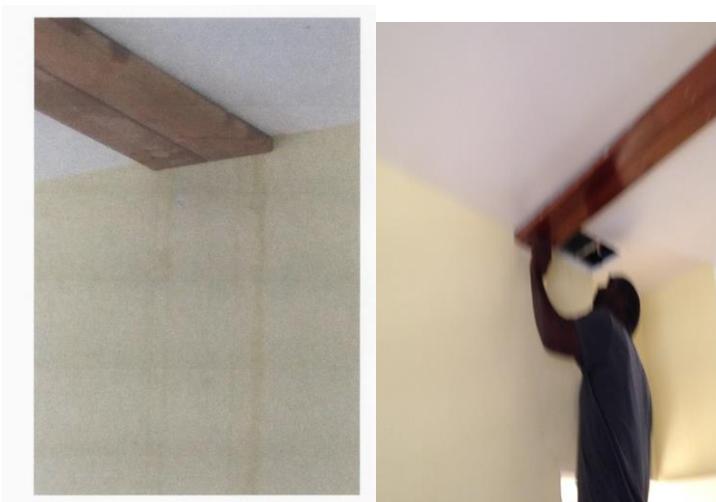
Notice rust is already accumulating one month after installation of new toilet.



Please, do not turn the water heater on!



Thursday, June 9, 2016, when the water heater was turned on, water rained from above and came through the ceiling downstairs. Ben was called. He told the family to wait until Monday. Castro was installing plumbing in the guest houses which Ben reported was finished on March 2, 2016. He came over and stopped the leak temporarily. Ben arrived two weeks later and plastered over the hole. Leaking continued and mold came out of the ceiling. Mr. Cruz repaired it.



Water - as it came down from the ceiling. Mr. Cruz cut out and repaired section with mold.



Under cross-examination, Defendant was asked, “Would you consider, or would you agree with me, that plumbing properly installed should not cause leaks?”

“You will have to say at the time period. All plumbing leaks eventually. So you have to give that with a time. But once it’s brand new, it’s not supposed to leak.”

“I want to understand from you. How long would you give it before it starts leaking from your experience before you can wash your hands of it?”

“In my experience, you never actually left a customer...”

“Mr. Betancourt, we don’t have all day. I want to get through this as quickly as possible.”

“No problem.”

“I asked you a specific question. How long in your view or your experience does it take before properly installed plumbing starts to leak?”

“It varies on the usage.”

“Is it that you cannot give me an answer, Mr. Betancourt?”

“No, sir. I can’t give you one single answer. You won’t allow me to ...”

“You can’t give me a single answer?”

“Yes.”



Unfinished Ceiling in Gift Shop



Unfinished work on gift shop wall (below)



Gutters

Exterior stairway: gutters leaked, water and dirt accumulated. Notice cracks in walls.



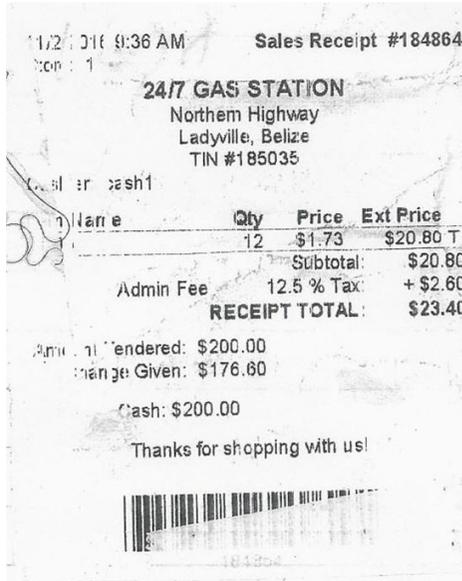
(Above) Repairing the gutters on the main house.

Steel protruding out of cement block above the back door; mess from leaking gutters.



Dr. Foreman, the engineer, commented that he was concerned about the exposed steel.

Receipt in Question



Of the tens of thousands of dollars in receipts for correction of defects and deficiencies, Defense challenged this one for \$23.40. He asked me to explain it. But why? The best I could say was, “When the contractor ran out of materials, he went to the 24/7 Gas Station.”

It is not only a gas station but also a mini mart. Hardware Store is written on half of the building. It carries plumbing and electrical materials. Ben knows that. The business is less than 100 yards from his residence. What was the Defense’s motive?



The receipt was included with other receipts for the gutters. I took the receipt to the gas station on November 29, 2018. The clerk looked at it and said, “This receipt is old. Our receipts don’t look like this anymore.” She showed me a current receipt which identifies the item purchased.

“This has to do with gutters.”

“Yes, it could be inside clips for the gutters.”



Ceiling above Back Door inside Dining Area

Chasing a gecko, it disappeared above the top of the door. Investigation revealed a hole (left) in corner of ceiling and another two inches wide (right) two feet from it. I inserted a strip of board in the hole to the right.



Strip of board - 18 ½ inches went into the hole



The Windows!

Windows will not close at all or will not close properly.



(Above) Kitchen window upstairs - half will close, but the other half cannot.

(Below left) Window in master bedroom is closed. When it rains, I get wet in bed. I used to get up and pull out the bed, but I do not move anymore. Getting wet makes me think of the stupid mistakes I made dealing with Ben. Because of the way the room is designed, the double bed cannot fit anywhere else. (Right) Second bedroom window, when closed.



Window in living room cannot close tightly. Water comes in during the rain and bounces off the screen which is inside the window. The screens are also too narrow for the windows, so flies and geckos come into the house.



Since we live in the Caribbean, hurricane shutters were purchased and installed over all windows. Six-thousand dollar price tag was not included in costs submitted to the Court.



Under cross-examination, Defendant was asked, “Would you consider that windows properly installed should open and close properly?”

“It should.”

Instead of giving Mr. Cruz the job to fix the windows and doors, I gave it to Mr. Castro who presented a lower repair figure. I gave Mr. Castro \$700 for materials and left \$1,900 with a relative. Mr. Castro collected the money, but the work was never attempted. Apparently, he had no idea how to fix the windows and doors.

Two other contractors have examined the windows, but the louvers and window frames would have to be removed and most of the louvers would break. One side of the frame is a couple inches wider than the other. Then one contractor commented, “These are rejected louvers. They were cut and forced in.”

On Ben’s FACEBOOK page, he posted this question:

Do any one know where i can buy some used Glass louvers – i need 60, the size is 27 ¾ inches. thanks xxx-xxxx ben



Kitchen

Dust coming down from the wall (SW corner) to the countertop inside the kitchen.



(Below) Must wipe water off sink immediately or it rusts.



Unfinished walls in kitchen



External Faucets

Two faucets in the rear of the building were leaking - brought to Ben's attention December 2015



(Below) Result of one of the leaking faucets



Vats

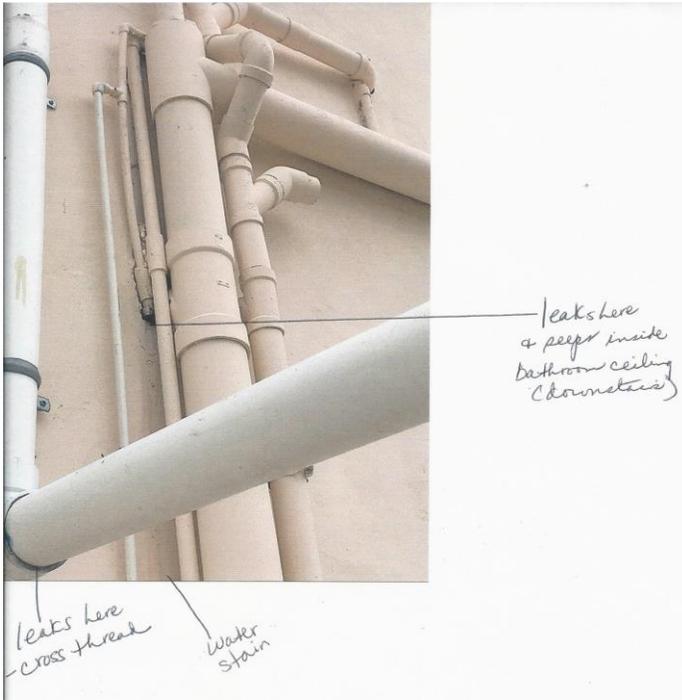


Water is leaking from where pipe is hooked up into vat - not tight enough.



Vat leaks - this is the area under faucet, the way it was left.

Pipes



When the plumber turned off the pipe that was supposed to be connected to the water line for Belize Water Services, water flooded the dining area downstairs.

Roof

Over front door by garage



∞

Floor – Dining Area Upstairs

Loose tiles



Mom is a nonagenarian. One evening, as she walked over to the dining table upstairs, we heard, “The floor is moving.”

Being concerned for Mom’s health, my sister and I jumped up to assist her. Some of the tiles were loosed. We checked with two contractors to see if the 30 loosed tiles can be removed, glued, and reused. Both informed us that they must be replaced with new ones.



Double Charged and Paid Twice for Kitchen Cabinet

December 22, 2015

Ben informed me that I owed \$1,500 for cabinet and bar (countertop) upstairs. Just like the bathrooms, the walls are used as the frame for the countertop, with a cement slab holding up the third side.

I paid for this under plumbing on October 31, 2015.



Old doors stained on outside

cement slab

Close examination revealed old wooden doors which were varnished or stained. More stains applied to the wood outside than inside. There is a huge hole in the back where both pieces converged.



The Pentagon-Shaped Shed – Not So Fast

When Margie and I arrived on December 17 and walked the premises with Ben, he commented that he can build us a brand-new shed. Margie wanted to renovate and keep the thatched roof. Ben wanted to build something new. “I can build a Pentagon-shaped structure with zinc roof.”

I said, “That's sounds good. I can sketch a wall, but I can't make it Pentagon-like.”

Ben looked at my sketch and said, “You can't draw.”

“Where is your drawing,” I asked.

“It's all in my head.” That was his go-to response when asked why he was not drawing or making notes.

When Ben presented the estimate for the shed on December 27, he included **estimates for rail on front and back porch downstairs and to tile the interior step**. In October he agreed that he was fully paid, but now he claimed these items were not included in funds wired on August 3 for Phase III and Extras. I separated them from the shed's estimate and paid him \$3,375.

I warned Ben on October 30 that bills must be separated by categories. I soon realized that it was his practice to hide smaller bills among larger ones and hope they would be paid. Regrettably, they were.

Paragraph #17

“With regard to the storage shed (not storage, only shed), a BZ \$20,379.50 estimate was submitted for the construction of a 20 X 24 storage shed, which was subsequently amended by Ms. Swift. I note that I did not originally

contract with Ms. Swift to build a gate or wall for this structure and as such it does not appear on any estimate submitted. To accommodate the changes, I agreed with Ms. Swift to complete the works per the Claimant's request for the cost of \$22,793.00.”

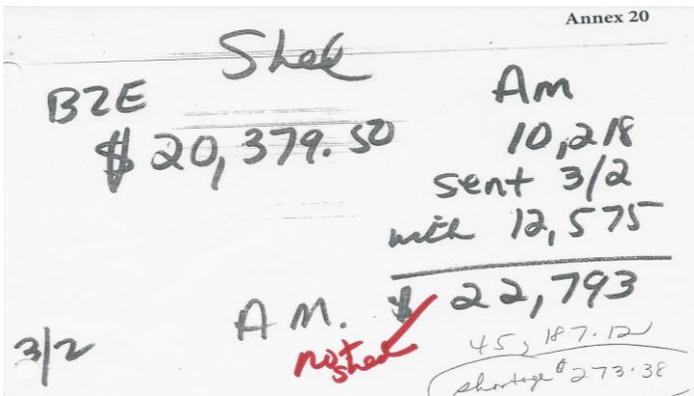
Estimate to build a 20x24 shed

Material

1.5 load construction mix	\$1,200.00
55 sack cement	\$ 962.50
12 – 12 steel	\$ 684.00
30 -3/8 steel	\$ 705.00
6 post and bean	\$1,600.00
36 – heal strap	\$ 288.00
4 yard plaster sand	\$ 240.00
44 ft of bench	\$1,100.00
Lumber for roof	\$2,800.00
Zink for roof	\$3,200.00
Casting	\$1,800.00
Mes	\$ 300.00

Material \$14,879.50 Labour \$5,500 Total \$20,379.50

My Document used as Ben's Annex 20



A breakdown of the money wired was always sent to Ben. This copy was included in my Statement of Claim. The amount for the shed was \$20,379.50 Belizean, equivalent to \$10,218 American. The \$12,575 was the balance on the guest houses and garage and storage. The next line reads “3/2 AM (American) \$22,793.” That is the total amount in American dollars that was wired on March 2, 2016, when Ben reported via telephone “all jobs completed.”

Do not laugh. Here is a perfect example of how my notes were twisted by Ben. Proof that even after he was shown what the money was for, Ben had no clue.

If the cost of the shed was \$20,000, why would he be sent \$45,000? Hello, Defense!

On May 6, Ben brought his bank statements. I explained them to him. The only deposits on those statements were from my family. Even though the names

were on the wire transfers, Ben could not distinguish how much money he had received and from whom. On May 6, I noted \$45,187.12 BZE with a shortage, due to conversion of \$273.38 which he was paid on May 6, 2016.



On February 10, 2016, Ben sent me a drawing of the shed that looked like a spider's web. I sent him back the drawing that I drew on December 27, 2015. Emails regarding the shed follow:

Ben 2/10 10:45 AM:

Ok you want a 4 foot block wall around and two opening

Gloria 2/10 10:53 AM:

That's what you mentioned in the beginning. What's the new plan? You said the cement benches were going to be inside the wall. If you make changes, you will have to adjust the prices. Then I have to explain all these changes and wire amounts especially when the wires exceeded the paperwork we sent to the bank. We have to keep things clear. Our docs must equal wire transfers...

Ben 2/10 11:18 AM

Ok i will double cheak the estimate when i go to the office it have on the blocks for walls it I said so, let not your heart be trouble

Ben 2/10 11:45 AM

*It not in there boss but if you want that design i
can do that as a brata you guys give me a lot of
jobs*

Gloria 2/10 11:52 AM

*You need to make sure your head is clear. You
come up with these bright ideas then you forget.
What's not there? Walls? Benches?*

Ben 2/10 11:58 AM

*The benches have to be there that the purpose of
the shed but don't recall the wall but It ok ms swift
once you want that I cad do if for same price, no
prob we cool*

Gloria 2/10 12:04 PM

*Benches will work. Leave the wall. Just don't want
four-legged critters in. That was the discussion.
Benches can serve as wall.*

Ben 2/10 12:06 PM

*The benches have back that you can rest back on
Make out of concert*

Gloria 2/15 1:50 pm

*Confirming: original estimates for shed 20x24;
one sent last week 20x20; in a meeting; need*

confirmation; if the size is smaller, the \$ figures will have to change, right?

Ben 2/16 5:59 am

The shed is 20x24 I made a mistake

**This conversation did not make it into my
Witness Statements submitted to the Court.**

Ben charged \$1,800 for casing the ceiling, but he did not do it. In June 2016, as he walked around the premises identifying deficiencies to Margie, he told her that everything will be corrected before the family left on July 2, 2016, except the casing. Family members were there three weeks. Only once was any work attempted, and that was when Ben applied plaster to the ceiling downstairs after water leaked from above.

Cross-examination of Defendant regarding the shed:

“I asked you if you completed all the work for which you were paid?”

“Yes and you did ask me that earlier and I told you no, there were certain things left.”

“Fair enough. One of the things you billed for, collected money for but didn’t do was the casing of the shed, isn’t that correct?”

“Yes, sir. It’s about five stuff. Casing of the shed was one.”

“So you accept that was one of the things you didn’t do?”

“Yes, sir.”



The Locks Walked Away

December 28, 2015

Ben and Margie went to Benny's. "I am happy you all gave me a job," said Ben. "It allowed me to come in here and put down \$5,000 so I can get credit."

For the two-story structure, Margie purchased gutters, two vats, closets for the bedrooms upstairs, and other materials totaling over \$4,000. After shopping in Benny's, Margie accompanied Ben to an apartment building that he built and waited for the inspectors. Ben was unable to find the keys and called me to search for them in his room, but I did not find them.

On December 29, we left Ben a barrel with 14 packs of locks; each pack had four locks. He told us that he was not going to touch them because there were too many locks. We also wanted locks with the same numbers in certain locations. He said he would use his own and when we returned during the summer, he would install ours as directed. When I showed up on the premises in May 2016 and found no locks on the bar doors, I questioned Ben about the locks. He denied that we left him any locks.

However, on May 26, 2016, Antwan Lord said to me, "Ben did have the locks."



Exchange between Defendant and Mr. Henry regarding the locks:

"She says, 'when we came in April (should be **May**), when he said everything was finished, when we came with the container from Port (May 5), we realized that the stuff wasn't ready. The doors, I left him locks, there were no locks on the doors. I came and no locks were

on the doors, and I said where are my locks and he said you didn't leave any here.' She did ask you about the locks, isn't that correct?"

"Yes."

"Do you recall that she had left locks on the previous occasion?"

"Yes, she sold me some locks."

The locks he paid for in October 2015 were to be used on our old two-story building. Since that job was on hold, Ben said he can use the locks on another structure he was building. I sold them to him in July but never collected until October.

"To install on the doors?"

"Yeah."

"And those locks were not on the doors the time when she arrived in?"

"Not all of them. When the project was handed over in June, all of them had locks."

This was a good time for Mr. Henry to say, "Tell me more about handing over the project in June. To whom did you hand it over? Show the documents with signatures pertaining to this hand-over."



Request for Investment Funds

During the time Margie and I were in Bermudian Landing, Ben pestered us daily for \$68,000. First, he took me to see the exterior of an old warehouse. He knew the banker who was working on the project, and if he came up with the money, he would get the building. He even offered me joint ownership.

I turned the idea over to Margie and Ben took her and Marcella to see the property. Margie was not interested. I called my sister-in-law. She was not interested but told me to ask her husband. I knew better. Margie and I informed Ben that no one was interested. Did he get the money?



Concerns about Unfinished Work Shared with Ben

December 29, 2015

Margie and I sat down with Ben and discussed our concerns with the residence-restaurant structure. It should have been finished and it was not.

“Boss, there was plenty of rain which slowed down the work.”

“Now, you have been fully paid for the two-story building. In October, you mentioned that you were ahead of schedule. I *paid* you, right? Is there anything owed on that job?”

“No, Boss.” Turning to my sister, Ben continued, “She is the best, Ms. Margie. She keeps good records. She paid ahead of time. With the men I have working for me, it will be done in a week.”

“Why aren't the men here?”

“Well, I let them go and work for other contractors so they can make more money. With the bonus from me and the money they make, trust me, most can use the additional money.”

I continued, “Now, you know, Mom is coming in June. This place has to be perfect.”

“Don't worry, Boss, I won't let you down.”

“You do not want to see me angry.”

“No, I don't.”



Defendant being cross-examined about being paid ahead of time:

“You are aware, Mr. Betancourt, that typically contractors are not paid in full or in advance of the completion of the project?”

“Depends on the client.”

“I asked a simple question. Ordinarily that doesn’t happen?”

“I disagree.”

“You say ordinarily it does happen that persons pay contractors in advance or before completion?”

“I disagree. Most of my client does it. So I disagree with you. I don’t know about other contractors. I’m talking about me.”

“In fact, when you presented Ms. Gloria Swift with a document outlining the different phases at the beginning of the project, you indicated on that document that the payments were to be made in an installment basis as the project was completed, not in advance. Would you admit?”

“Yes.”

“And that is because you understood that ordinarily it is not expected that you would be paid before completion. Isn’t that correct?”

“No, sir.”

“That’s your answer...”



Where Exactly Were the Workers?

Time and time again, Ben stated that “she made so many changes he was unable to complete the job.” Ben never identified those changes because I made none.

I reiterated that when I arrived in October and December, there were no work men on my premises. Where were they? They were building another structure elsewhere. Ben posted five pictures on FACEBOOK showing different phases of construction on another site with the final caption:

Ben Betancourt January 25, 2016 This one is on completion.

Judge Graham never heard this.



Pictures That Kept Me Updated?

Paragraph #9

“Because Ms. Swift was living abroad, I made sure to take several pictures of the work my crew and I did on the structures in order to ensure she was updated with its progress and that the structures were being built to her specifications. A copy of pictures showing the phases of construction of the 2-story structure is annexed hereto and labeled Annex 6.”

There were never pictures of the inside of any of the structures. Annex 6 consisted of four pictures which showed the exterior of the two-story structure from different angles. I never saw those before.



Additional Projects Were Assigned? Why?

December 29, 2015

Paragraph #11

“After several months of construction, Ms. Swift informed me that she was pleased with my work and she requested that I construct additional buildings for her family members to use. By oral agreement between the parties in or about December 2015 we agreed to increase the scope of works and to construct additional structures on Ms. Swift's premises, namely 2 guest houses, a 2-car garage, a watchman tower, an outdoor shed, a chicken coop and sheep pen.”

Ben was told in October and December about specific defects and deficiencies which he promised to correct. In addition, I had no discussion with him about a watchman tower, a chicken coop and sheep pen.

This is December 29, 2015. Discussion continued.

After a brief silence, Ben asked, “Have you decided when you want to start work on the old building?” This was the existing two-story which we discussed in June.

This is when I should have said, “Call me when you are finished with the current building.” But I had no idea I was being ripped off. The man was persuasive, and he seemed honest.

However, I did not sugar-coat my response, “I am concerned that you told me the current building would be ready the end of October, then Thanksgiving, then for Christmas, and now next week.”

“Boss, you worry too much. I have 15 to 21 men working for me. If it makes you happy, I will have them all here after New Year's. You will see. Before you arrive back in the States, the work will be done.”

“That means you have two days.”

Ben chuckled. “Okay, I would like to start the other projects. I want to keep my men busy, so they won't go anywhere else.”

“Okay, but I am warning you.”

“Boss, my reputation is on the line. Look, when you guys come on June 6, I will have a man stationed in each building. Whatever is not fixed or needs to be hung, they will take care of it. Look here. I was supposed to go to the States for Christmas, but your job is my priority. That's why I did not go.”

Margie and I glanced at each other. She was making her own notes.

Family members arrived June 7. Not one man was there. Ben came, introduced himself and left.

Continuing with our discussion on December 29, 2015

“By the way, what about my music system you were going to install?”

“Music system? I don't know what you are talking about.”

“In October –”

“No, I never talked to you about a music system.”

Margie left a day before I did. Ben approached me. “I really do not remember talking to you about a music system.”

“That's because you were high on drugs. Drop the subject.”

“Sorry Ms. G. If I did talk about a music system, I wasn't going to do it for free.”



Paragraph #12

"Due to significant increase of additional construction works, I agreed to complete construction of the additional buildings by approximately June 2016 and Ms. Swift agreed to pay for additional works by April 2016."

No such discussion took place.

The jobs assigned in December 2015 were two guest houses, a two-car garage with storage, and the shed. Once estimates and drawings were approved on December 27, 29, and 30, 2015, **NO** changes were made by either Margie or I.

While we wanted everything completed by June 6, there was no contractual date for completion orally or in writing. Ben said, “The sooner you send the money, the quicker, I can get things done.”

That was all we needed to hear. There was no agreement as to when money would be sent. I had the estimates; therefore, I sent the money when Ben called to say things were moving ahead of schedule.

Ben knew our timeline. Household items in America had to be packed and shipped before June and unpacked and be ready for the family reunion in Belize on June 18, 2016.



Defendant’s testimony under cross-examination regarding the Family Reunion scheduled for June 18, 2016 follows:

“...You would remember that Ms. Gloria Swift was planning a Family Reunion at the place in Bermudian Landing. In fact, she told you this.”

“Yes, sir.”

“That Family Reunion was supposed to be held on the 7th of June 2016.”

Defendant and Mr. Henry bantered back and forth about the date for the reunion. They settled on sometime in June.

Mr. Henry, “It was sometime in June?”

“Yes, sometime in June.”

“You are aware that she was anxious to have that property completed by that time?”

“Yes, I’m very aware.”

“In your evidence you seem to be suggesting that the original deadline was in June – that the original deadline set for you was to complete the entire project by June. Is that what you are suggesting?”

“Original, not final.”

“I’m not sure I understand what you are saying.”

“Original means the first one but it’s not the final deadline.”

“What I mean is at the very beginning was it told to you that you were expected to complete it by June?”

“Yes.”

“This is in relation to the kitchen and guest house as well?”

The original deadline was 5 months 3 weeks from July 1 to complete the restaurant and residence. There was no explicit completion dates on the guest houses, but they had to be

ready by June 6. Ben reported all construction on the premises completed on March 2, 2016.

“No, the kitchen and guest house had its own time. It expanded when they add on a garage to it. So the time had extended as well. So everything had extended time. The project just got bigger and bigger.”

“But in any event, however big the project got...”

“But if you have a six months and you add on a step to that six months, a week you add on a garage, you add a couple of months so the deadline continues.”

Ask him where were his men between October and January?

“Mr. Betancourt, you took on the additional jobs with the full knowledge that she had a Family Reunion in June, isn't that correct?”

“Yes, sir.”

“The understanding between the two of you would have been that you were going to finish these projects before June?”

“Yes, sir.”

“Before that date?”

“By June, not before.”

“You were expected to finish it the day before perhaps?”

“No, by June. It was extended. I no expect to finish by June at all. It would have been December.”

Ask him, “Which December?” Then have him read Paragraph #12.

Remind him that he reported all projects completed on March 2, 2016. Have him read his emails dated February 26, 2016.

I am wearing my attorney's hat.

**“Was the garage door up on May 5? Didn't you tell Ms. Swift on May 5, that you couldn't find the manual to set up the garage door properly?”
“She found it and gave it to you, isn't that right?”**

“Let us assume, for argument sake, that you had checked the small box that came with the garage door in April and found the manual. Would the door have been installed by May 5?”

“I suggest to you, Mr. Betancourt, that you not reading the manual did not cause your deadline on the garage door to be extended.”

“Was any project assigned after March 2, 2016?”

“Wasn't that the day you told the sisters sitting over there that all projects were completed?”



Paragraph #13

“However, these deadlines for completion became affected because Ms. Swift requested several changes during the course of construction of the additional structures.”

What changes? Ask him. If you look at the plans for both guest houses, he did less work than he collected money for.

In fact, with my two sisters listening, Ben called on March 2, 2016 and said, “**All the jobs are finished.**” That was why the final payment of \$12,575 American along with the balance for the shed were wired on March 2. This is crucial because the bills he sent on April 15 and presented on May 6, had nothing to do with construction in progress. **He was paid because he said I owed him for work he had done.** They were from events up to and six months ago and most were phony. But Ben made it sound as if they were additional expenses due to changes which I had made.



Plans for the Old Two-Story Building

Top section, Guest House #1

December 29, 2015 Discussion



Paragraph #14

"In respect of the first guest house, in December 2015, Ms. Swift requested only to renovate the existing living area. Approximately a month later, she requested that the top be removed from the existing 2-story structure and placed on a foundation to create guest house #1. I then submitted a BZ \$34,044.50 estimate which Ms. Swift accepted. I then removed the said top floor and thereafter demolished the concrete ground floor. Guest house 1's plans were subsequently further amended by Claimant, who requested several further renovations such as installation of a septic tank, toilet, shower stall, basin and cementing of the

bathroom, electrical to location and install meter. As such, further funds were needed to complete the additional works, and Ms. Swift agreed to pay for them as necessary. The BZ \$34,044.50 estimate, pictures of guest house #1 during the construction phase, and a picture of the finished works done are annexed hereto..."

When Ben and I met in June 2015, we discussed renovating the top. What kind of work would cost \$9,492 to renovate living area (see below)? Ben presented no sketch. Despite the title, this was the estimate to RENOVATE the top portion that Ben gave me in June 2015.

Estimate to build a foundation w/h porch, move wooden house, finish interior/Electrical/painting, build a septic and soak away

1 load construction mix	\$ 700
15 sack cement	\$ 262
6 bucket compound	\$ 360
6 – 3/8 steel	\$ 150
10 – ¼ steel	\$ 70
Pipe fitting	\$ 400
2 bucket paint	\$ 700
Electrical	\$ 400
Septic & soak away	\$2,800
Truck to lift house	\$1,200
Mes	\$ 250
Material \$7,292 Labour \$2,200 Total \$9,492	

No foundation was needed for this renovation. Septic and soak away? Both were already there. Where are

the boards for the walls? Ben said he could raise the bottom floor four feet. Maybe that was what the truck was for.

On December 29, 2015, Margie and I sat down with Ben. We shared our ideas. Discussion went back and forth about repairing the existing structure in place. Although Ben said he could repair the top and bottom floors where they were, we were not convinced. I presented our sketch of two separate buildings.

Finally, Ben suggested that he could build a cement foundation, remove the top portion, and then construct it based on our suggestions: two bedrooms (three were in the existing structure), one bathroom; two exterior doors; one foot by one-foot shelves for videos. Ben drew his own sketch for the upstairs based on what he heard to include L-shaped veranda (like the existing structure). This is referred to as Guest House #1 (Ben called it Cabana #1).

There was a lengthy discussion about the importance of having two entry and exit doors and where they should be located. Ben was told not to place any doors in the back of the building. Put one to the front and the other facing west. Ben agreed.

Yet the structure ended up with one door. Ben charged for two. Antwan Lord told the family in June 2016 that he told Ben to add another door, but Ben said, “No.”

The current structure had **five interior doors** and two exterior doors, but the exterior doors would have to be replaced. The windows were in good condition having been purchased and installed the year before. The screens were new and the bars on the windows needed painting. Gutters were also new. The agreement was one bar door and two external doors would come from the bottom of the existing structure which had four external doors. Only one door, and

that was a bar door, would have to be purchased for Guest House #1.

In the bathroom, the cabinet, sink, and toilet were brand new. The removable shower was made of glass. Margie questioned how Ben was going to remove the top with those items.

“I will take those out before we move the structure.”

Ben later billed us to replace a broken toilet, plus he had already charged \$500 in the estimates for ‘mes’ which I assumed is “miscellaneous.”

We agreed to build both structures parallel to each other but a few feet apart. We told Ben to keep the same electrical meter, and both buildings would use the septic and water tank which were already in place. There were enough gutters on the existing structure to transfer over and run the length of both structures. Ben promised to follow our directions and use everything mentioned on the top portion of the building, except two external doors.

We showed Ben our drawing. We tried to mimic the existing structure. The next day, Ben returned with his own drawing, Cabana I (top portion of the building which was zinc) and Cabana II (new concrete structure).

On December 29, when Margie and I met with Ben, I made notes on the estimate sheet from June 2015. Ben made no notes during this discussion.

(HP)

December 1988

① Rewire electric

② Put out all drywall

③ relocate bath room

④ Take down walls

⑤ build 2 closets (add)

⑥ top bottom cabinets - brackets

⑦ Shelves for videos

Don't want to leave ~~the~~

Keep
- toilet
- size

Bath
Cement to show stall
5"
- cabinet on bath

bathroom floor
- cement + tile

left new paneled window,
bars on windows, 5' inter. or doors
one external door, gutters

New estimates presented on December 30, 2015 along with a sketch.

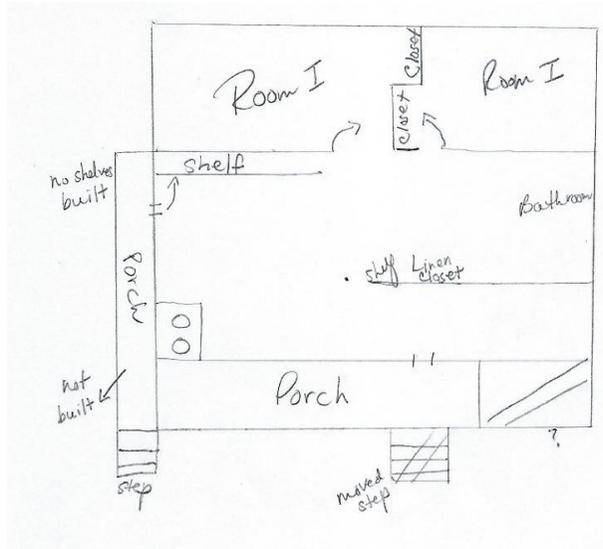
Estimate to convert zink building to 2 bedroom apartment with step.

Material

18 bucket compound	\$1,080
6 3/8 steel	\$ 150
5 ft bottom cabinet	\$1,375
5 ft top cabinet	\$1,000
50 drywall	\$1,250
Pipe/fitting	\$ 400
2 bucket paint	\$ 700
Electrical	\$2,800
Plubling	\$1,400
3 gal oil paint	\$ 180
61 ft of rail	\$2,135
Eve	\$1,700
Tile bath room	\$1,800
Truck to lift house	\$1,200
Extend the roof	\$1,000
Porch	\$1,600
5 post and 35 ft of beam	\$1,425
Step and landing	\$1,400
3 interior door	\$ 950
2 exterior door	\$1,100
Mes (piece of zinc, etc.)	\$ 750
Material \$25,395.00	Labour \$7,800
Total \$33,195	

We did not scrutinize the estimate line by line, or we would have seen the costs for the doors. Payment for both guest houses was wired on January 6, 2016 based on the estimates presented December 30, 2015.

Ben's sketch for GH #1 (top) Cabana I
(Redrawn by author; copied from Ben's drawing.)



January 26, 2016, this estimate arrived via email:

Tab 18

Estimate to convert zinc building to 2 bedroom apartment with foundation/porch and step.

Material	
1.5 construction mix	\$1,200.00
75 sack cement	\$1,387.50
24 – ½ steel	\$ 768.00
36 -3/8 steel	\$ 774.00
3 load back fill	\$ 480.00
50 drywall	\$1,250.00
18 bucket compound	\$1,080.00
5 ft bottom cabinet	\$1,375.00
5 ft top cabinet	\$1,000.00
2 bucket paint	\$ 700.00
Pipe /fitting	\$ 400.00
Electrical	\$3,800.00
Plubling	\$1,400.00
3 gal oil paint	\$ 180.00
Eve	\$1,700.00
Truck to lift house	\$1,200.00
Tile bath room	\$1,800.00
Extend roof	\$1,000.00
3 interior door	\$ 950.00
2 exterior door	\$1,100.00
30 ft rail	\$2,250.00
Mes (piece of zink etc)	\$ 750.00
Material \$26,544.50 Labour \$9,500 Total	\$36,044.50

No new sketch was sent. When questioned about the new estimates, Ben explained that he had forgotten to charge for cement, and that there was an increase in labor costs. I expressed my concern that his figures kept changing which cost us more money.

Per Ben, “Don't worry Boss. I will explain everything when you get here.” He never did.

Mrs. Peterson encouraged me to compare items in the estimates. Results:

	Renovation	Build foundation and move the top then renovate			
	June	Dec.	Jan.	Feb.	May
Construction mix load(s)	1	0	1.5		
Cement (sacks)	15	0	75		
Steel	10 – ¼ 6 - 3/8	6 3/8	24 – 1/2 36 – 3/8		
Backfill load(s)	0	0	3		
Buckets compound	6	18	18		
Post/Beam	0	5/35'	0		
Septic/soak away 1 already there	\$2,800	0	0	---	\$1,200
Truck to lift house	\$1,200	\$1,200	\$1,200		
Electrical	\$400	\$2,800	\$3,800	--	\$720*
Interior/exterior doors (left 5/1)	0	3/2	3/2		
Labour	\$2,200	\$7,800	\$9,500	\$400	

*\$300 to BEL (Belize Electricity Ltd)

Note: He mentioned no septic in December and January which meant that he knew one was already there.

Two contractors took the estimates and went to the structure. One shook his head. The other said, “You have been screwed. Some materials more than doubled what was needed.”

Please reread Paragraph #14 above.

Regarding the pictures, in his Counterclaim, Ben showed a partial blue-colored, torn up building to support his allegations that he had begun work on the building when I changed my mind. I responded that it was not mine. He never included it in his Witness Statements. Luckily, I had one that pertained to my building, showing the building being removed, mostly intact. He included another one of the exterior of the completed guest house. There were never any pictures of the inside.



Guest House #1 – Completed

Ben left off a portion of the porch on the South side and built no shelves for the videos. He charged for two exterior doors but installed one. The original structure had crawl space; this one did not.



Defendant's explanation regarding the doors:

Mr. Henry, "You said there were about five items (referring to unfinished items). What were the other items?"

"The other items I owe her two doors for the two guest houses. It was undecided. I charged her for it. There were certain guest house on the neighbor. They do the same thing, rent of houses, and they didn't had a back exit. So we are still deciding if we're to put the back exit or not. But I did end up charging her. So two of the door (sic), that's one of the things."

Who is we? Ask him.

"That existing house had doors, isn't that correct?"

"Yes, sir."

"Those doors remained intact after you decide to do work and separate those two buildings, isn't that correct?"

"No, sir, new doors put on it."

"What happened to the old doors?"

"I don't know, just left 'bout, I don't really know."

"Just left 'bout."

"Yeah."

"You charged her for new doors?"

"Yes, sir."

"Even though she had indicated to you that she wished you to use the doors which were on the existing building, isn't that correct?"

"Those doors were finished, sir. That resident was an existing resident. I don't know how old it was but even the upstairs side door when you go upstairs, it couldn't lock. So we put new doors."

"You don't know what happened to the doors on the previous building?"

"No, sir."

**In July 2016, I asked Antwan Lord about the doors. He said, “I haven’t seen any around, but I know Ben gave one to Mullo’s half-sister.”
“Where are the rest of the doors?”
“I am not sure what Ben did with them.”**

As Ben said, “This is easy. Build a foundation, lift the top off, set it down, and make it look brand new.”

NO CHANGES WERE MADE TO THE PLAN discussed on December 29 and 30, 2015 for Guest House #1 by Margie or I. Any changes made were perpetrated by Ben, and he never informed us of them.



Communication with Ben regarding electric meter

Bill from Ben February 1, 2016, 6:10 PM (BZE) 4:10 PST

***septic is 1600 and to get light to the first cabana ie
340 ft #4 wire \$680***

Feb 1, 2016 at 6:17 PM (BZE) 4:17 PST

***18 length pipe 360.00; 2 main breaker (60 amp)
80.00; BEL 300.00 (cause it a new service) and
labour 400.00 total I \$3080.00 I send you pic.***

Guest Houses		add on to original estimate
Septic	\$ 1,600	} not needed if Ben followed directions
wire	680	
pipes	360	
2 breakers	80	
labor	400	
	<u>3,120</u>	
light	910	(yard)
	<u>4,030</u>	
Assessor	400	
	<u>\$ 4,430</u>	

2/23/2016
 no bill/recept submitted by Ben even? what's the status?

2/1, 4:23pm Gloria Swift

How can the guest houses be a new service when we already had services back there? There is over two hundred dollars in credit. Don't add any new service. Hook them up to the residence.

2/1, 4:27 pm Ben

I really need to confirm that boss cause I will put it to meter bank and get rid of the meter on the ground (Ben had already disconnected the existing meter) so they r asking for a puc certificate now, especially how the house will have new wiring too.

2/1, 4:40 pm Gloria Swift

Then what about the original meter? Where was the electricity coming from? I am confused. What were we paying for?

2/1, 4:46pm Ben

*Let me he some confirmation tomorrow and I will call you
Don't worry about BEL fee I will get some more info*

2/1 6:08pm
Gloria Swift

Girls concur, no new meters. Just divert to restaurant if BEL needs new money. They can transfer the credit too.

These emails were not submitted to the Court in my Witness Statements.



On February 4, 2016, I wired a payment for the difference in estimate amounts from January 6 to 26 for both guest houses. I made payments when Ben called and reported that everything was going well, and he will be finished soon.

On April 15, Ben notified me that he had in fact added a new meter. He gave me a bill for it on May 6, which I paid.



Here are additional email conversations regarding the meters:

Gloria to Ben on Thursday, April 14, 2016 at 10:59 PM:

Where are the guest houses getting electricity from?

Tomorrow if I have time, I have to find out about electricity bill for the main residence and the water bill.

Ben to Gloria on Friday, April 15, 2016 9:08 AM

I put in a new meter for guess house and put 200 credit on it, I done cheak on all meter water and light and there balance and every thing is ok, as I said over and over I an more than your contractor, smile

That the kind of thing that will be on your last bill so you see I cant send figures until you come and we go through it together. I put in meter for Ms Dawn in your name too so you will have to change it when you come.

Gloria to Ben Friday, April 15, 2016, 5:13 PM CDT

We talked about using the one that's there. I do not understand why we needed a new one.

These emails were not submitted to the Court in my Witness Statements.



Deficiencies for Guest House #1

Deficiencies identified May 5 and 6, 2016

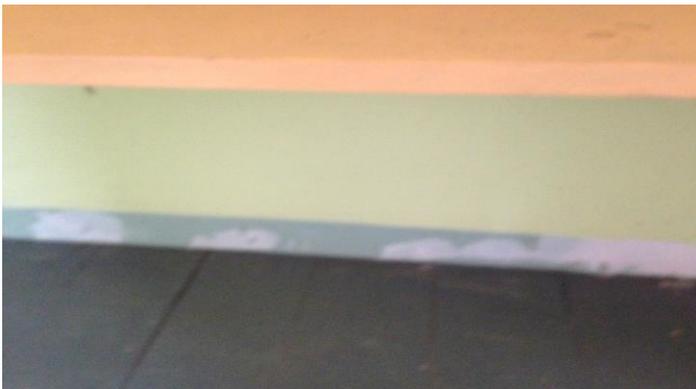
1. All doors have rough finish; interior door used as exterior door.
2. Opening on bottom of exterior door; threshold needed.
3. Old cabinet over sink needs varnish; invaded by termites.
4. All windows need space underneath; very tight.
5. Corners need sealing to keep rat bats out.
6. Inside foam is missing.
7. Ben charged for two external doors; installed one.
- need to remove one $\frac{1}{4}$ window and add a door.
8. Veranda messy; no post construction cleaning.
9. Foundation: Cement work incomplete; needs to go all the way to the ground.
10. This structure was left with five interior doors, bars, screens, toilet, sink, and cabinet.
What happened to them?
11. Ben charged for vat and gutters but did not buy or install them; he used gutters off the old structure; gutters leaked where connected (needs to be sealed where joined); gutter sloped in reverse.
12. Ben charged for slab for the vat but did not build one.
13. Sensor light on Day Setting.
14. Ben charged to build two porches which he drew on the Plan; only one constructed.
15. Shelves paid for on Plan but not built.

Fast Forward: In February 2021, when water was turned on in the kitchen sinks in both guest houses, it

came up in the bathroom sink and shower drain. The underground pipe to remove the water had a cap on the end which caused the water to back up. The buildings were used infrequently before February. Now that they are used regularly, the pipe could not contain the water.

I took the pictures.

Paint splashed all over floor and walls



Different color paints in one section – remnants of colors, perhaps?

Gutters not sealed where joined; barrel to catch water from gutter.



No gutters on the back.



This pipe is going nowhere.



This is the rear of the building. I purchased a vat and installed a second door with bar. Had Ben followed our directions, we would not need a new vat. I paid him because he said he bought one and installed it, but he did not.

Fake Cabinet



This is **not** the cabinet and sink we left with Ben. In fact, this is a fake cabinet which consists of two walls and a cement slab on the left side to separate it from the shower. Inside, the door shows that it was old wood stained to look new, but it was poorly done.



Ben, where are our cabinet, sink, and toilet that we left in the existing structure?

An old cabinet, collected from a junk yard, perhaps; rotting; dust fallen below; invaded by termites.



This picture was taken July 14, 2016. There is no vat and no slab.



This is the septic.



Defendant's answers during cross-examination regarding vat and slab:

“You agree that you received money for a vat?”

“Yes, sir.”

“And you didn't install the vat?”

“Yes, sir.”

“And you were also supposed to construct a concrete slab?”

Judge, “Excuse me. Yes, sir, I did...”

Defendant, “I didn't provide the vat.”

“You also accept that you were supposed to build a concrete slab on which that vat would rest?”

“No, sir, it was changed.”

“What was changed?”

“The slab to a septic. So we use the septic now as a slab base so she can save and we put the \$400.00 I think \$450 towards the septic. She paid me I think \$1,200 more and we end up building a septic and set the tank on top.”

Time out. I do not know what Defendant is talking about. He charged and was paid \$1,600 for septic on February 23 and another \$1,200 for septic on May 6. What tank?

He continued, “She wanted to previously use the old septic system from the building we demo, but it was too far away so the pipe would have been in the middle of the compound.”

No, Sir. Ben was told to build the two guest houses side by side in proximity of the old septic system. Instead, unbeknownst to us, he built the guest houses far apart from each other and the existing septic.

2/26, 4:33am

[Gloria Swift](#)

/ After meeting this weekend, I will send a checklist, things to follow-up on. You know
> you need an overseer.

Follow-up checklist sent on March 1.

① Follow up

	Task	Completed
①	4 faucets ^{outside} around house	✓
②	boards behind Exit doors ₍₆₎	✓
③	Counter ^(small) in cashier's cage	
④	Safe in cashier's cage (hidden)	
⑤	2 water tanks installed on septic - main residence	✓
⑥	Tank cleaned & installed on Septic between guest houses	✓

Page 1 of a three-page list sent to Ben on 3/1/2016. Ben called and asked me to read the items to him. Notice **#6 Tank cleaned and installed on septic between guest houses**. Ben did not mention anything about separating the guest houses 100 feet apart, one behind the other.

Defendant continued. "...So I suggested to give to her to give me the balance of the money from the slab as well and that's what we finalized."

This discussion never happened.

Mr. Henry, "So among these items you said you didn't finish, the slab is not one of them?"

"No, sir."



Plans for Guest House #2
Bottom Section, Guest House #2

December 29, 2015 Discussion



Paragraph #15

“In respect to guest house #2, Ms. Swift requested that I
“build a 2-bedroom 1-bathroom apartment concrete
building with w / h porch” I agreed to do this and submitted
an estimate of \$54,731.00 to complete the work. However,
this was only an estimate, certain funds were requested
from time to time, and Ms. Swift agreed to pay me...”

June 2015 - Estimate to raise and build a belt beam, build a roof/casting/finish plaster and edges, painting/electrical for existing building.

Material	
250 – 6 in blocks	\$500
10 - 3/8 steel	\$235
8 - 1/2 steel	\$256
Lumber for beam	\$300
22 heal strap	\$187
4 yd plaster sand	\$240
40 sack cement	\$680
22 – 2x6x14	\$739.20
22 -2x4x14	\$492.80
50 – 1x4x14	\$560
10 – 2x10x14	\$560
40 – 1x3x14	\$336
Painted zink/ridging/ foam/screw	\$2,200
16 dry wall	\$400
4 bucket compound	\$240
Tape/screw	\$ 75
4 - 3/8 plycem	\$288
3 bucket primer	\$675
3 bucket paint	\$825
3 gal oil paint	\$180
Extend the walls	\$400
Electrical	\$800
Mes	\$300
Material \$11,469	Labour \$6,000
Total \$17,469	

On December 29, 2015, after discussing Guest House #1, the discussion switched to Guest House #2. The downstairs could not be repaired in the same location. Ben kept saying, “I can raise it four feet.”

Margie and I were not convinced and asked that the whole structure be **demolished and replaced** with a new one. This would be a cement structure from the ground up, with two exterior doors **and an enclosure for washer and dryer just like the current structure.** The existing structure had four exterior doors and three high-quality exterior bar doors. Ben agreed that the doors were “good.” He was informed that two exterior doors could stay with this building and move two to the other structure along with one of the bar doors. Again, Ben promised to remove the sink, toilet, and cabinet which were purchased and installed a year earlier.

The locks needed repair and the bar doors needed screens. Roswell had promised to take care of those. There were two new interior doors and new aluminum windows with bars that could be reused. We told Ben to keep the same electrical meter which was there. Both buildings would use the same meter, septic, and water tank which were already in place. There were enough gutters on the existing structure to transfer over and run the length of both structures. Ben agreed to place both structures parallel each other but a few feet apart.

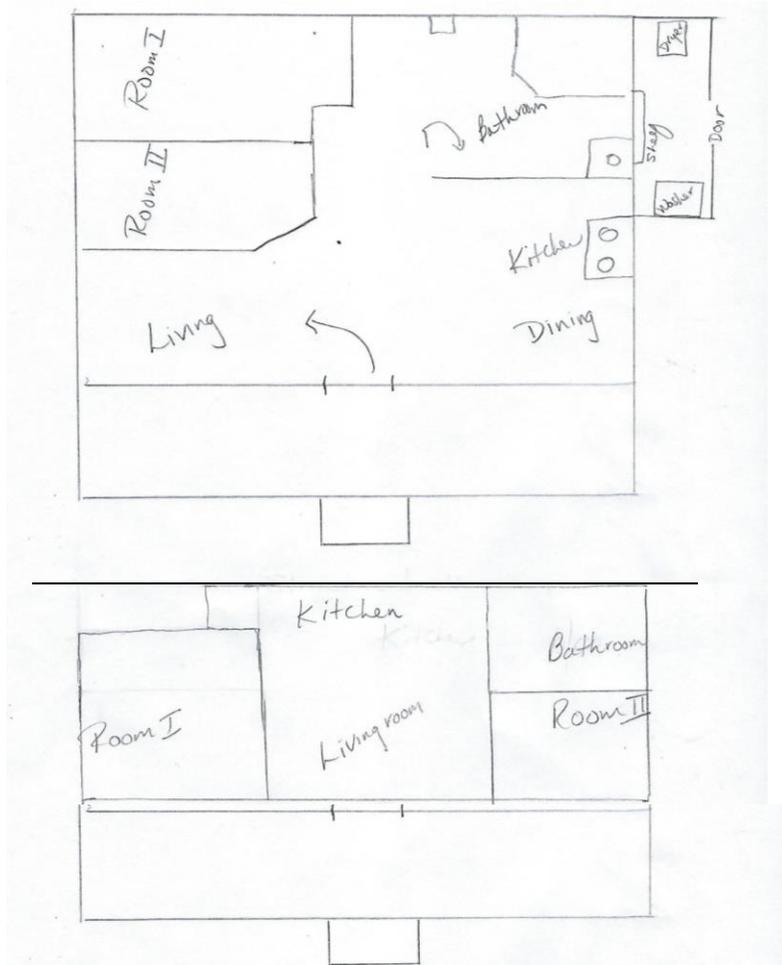
On December 30, 2015, Ben brought new estimates and the sketch below. The cost is now \$24,496. Ben said, “The sooner you send the money, the quicker I can get things done.”

**December 2015 - Estimate to raise and complete
concrete building (20x26)**

Material	
250 – 6 in blocks	\$ 500
10 - 3/8 steel	\$ 235
8 1/2 steel	\$ 256
Lumber for beam	\$ 300
22 heal strap	\$ 187
4 yd plaster sand	\$ 240
50 sack cement	\$ 850
22 – 2x6x14	\$ 739.20
22 -2x4x14	\$ 492.80
50 – 1x4x14	\$ 560
10 – 2x10x14	\$ 560
40 – 1x3x14	\$ 336
Painted zink/ridging/ foam/screw	\$2,200
24 dry wall	\$ 600
8 bucket compound	\$ 480
Tape/screw	\$ 75
4 - 3/8 plycem	\$ 288
3 bucket primer	\$ 675
3 bucket paint	\$ 825
3 gal oil paint	\$ 180
Extend the wall	\$1,900
Electrical	\$2,800
5 ft bottom cabinet	\$1,375
5 ft top cabinet	\$1,000
Tile 440 sq @ 4.50	\$1,980
30 ft. rail/porch	\$ 650
Mes	\$ 300
Material \$15,696	Labour \$8,800
Total \$24,496	

Ben's sketch for GH 2 on top; bottom portion is what he built.

(Redrawn by author; copied from Ben's drawings.)



On January 6, 2016, I wired money for the totals of both guest houses which were presented December 30, 2015.



On January 26, 2016, Ben sent a new estimate for GH #2.
No new sketch was sent. TAB 19

Estimate to build a 2 bedroom 1 bath apartment concrete building w/h porch. 20x26)

Material					
Demo				\$1,500.00	
1 load plaster sand				630.00	
2 load construction mix				1,400.00	
1200 – 6in blocks				2,640.00	
1 construction plastic				125.00	
56 -3/8 steel				1,204.00	
8 -1/2 steel				1,216.00	
130 cement				2,405.00	
12 lintel				600.00	
Lumber				800.00	
22 heal strap				187.00	
110 sack cement				2,035.00	
22 – 2x6x14				739.20	
22 – 2x4x14				492.80	
50 – 1x4x14				560.00	
10 – 2x10x14				560.00	
40 – 1x3x14				336.00	
24 dry wall				600.00	
Painted Zink/ridging / foam/screw				2,800.00	
8 bucket compound				480.00	
Tape /screw				75.00	
8 – 3/8 plycem				576.00	
3 bucket primer				675.00	
3 bucket paint				825.00	
3 - gal oil paint				180.00	
Electrical				4,800.00	
Pluming				3,200.00	
5 ft of bottom cabinet				1,450.00	
5 ft. of top cabinet				1,000.00	
Tile 520 sq. @ 4.50				2,340.00	
30 ft. of porch				1,350.00	
Eve				850.00	
Mes				500.00	
Materials	\$39,131	Labor	\$15,600	Total	\$54,731

I expressed concerns to Ben that his figures kept changing which cost us more money. When questioned about the estimate which now exceeded twice what was presented in December, Ben stated that before he knocked the building down, he thought he could use more of the materials. I challenged his explanation because at that time, windows, doors, bars for windows and doors, gutters, and bathroom sink, toilet, and cabinet could have been re-used, not the walls and foundation. Ben stated that since it was a new structure, more materials were required. Ben assured me that he will provide more explanation in person. As usual, he **NEVER** did.

However, on suggestion from Mrs. Peterson, I compared the estimates from June, December, and January. The size of the structure remained the same.

Material	Renovation	Rebuild a new structure		
	June	Dec.	Jan.	Feb
6" blocks	250	250	1,200	
3/8 steel	10	10	56	
1/2" steel	8 (\$256)	8 (\$256)	8 (\$1,216)	
Sacks cement	40	50	130 & 110	
2x6x14	22	22	22	
2x4x14	22	22	22	
1x4x14	50	50	50	
2x10x14	10	10	10	
1x3x14	40	40	40	
Lumber	300	300	800	
*Zinc	2,200	2,200	2,800	
Dry wall	16	16	24	
Extend wall	400	1,900	**	
Electrical	\$800	2,800	4,800	
Rail/porch	**	30' (\$650)	30' (\$1,350)	
Tile	0	440	520	
Plumbing/ Septic	**	**	\$3,200	*\$1,960
Labor	\$6,000	\$8,800	\$15,600	

*Amount of zinc not listed

** Not mentioned

A contractor came forward in April 2018 to say that he bought materials from Ben at his place in Ladyville. “He tried to school me on how he did business. He did not know I was in construction from an early age. Ben mentioned, ‘I have a boss lady who paid for everything.’ I listened to what he was saying about charging this lady and told myself I could not do business the way he does.” I have never heard of nor met this man before April 2018.

Deficiencies for Guest House #2



This is the photo of the completed structure. Ben did not provide any inside pictures on any of the guest houses. We built the walkway, put up a fence, and started the garden. The whole structure was repainted after the paint washed off the walls in two years.

Deficiencies were identified on May 5 and 6, 2016:

1. All doors have rough finish.
2. Opening on bottom of exterior door; threshold needed.
3. Windows are not closing properly or will not open.
4. Front door: missing screen; leaking; interior door installed rather than exterior door.
5. Veranda messy; no post construction cleaning.
6. Cover missing for circuit box; cannot buy a cover; must purchase the whole unit.
7. Ben charged to add area for washer and dryer but did not. **Then he wanted another \$4,800 to build it.**
8. Gutters installed on one side; need to be installed on both lengths and sealed where joined; sloped in reverse.
9. Ben installed cabinet that had two holes in the bottom. He was left with new toilet, sink, and cabinet. He installed used ones.
10. Leaking toilet with opening in the wall.

11. Messy shower floor.
12. Only one external door built.
13. Gutters charged for but not installed.
14. Sensor lights placed backward and set on DAY Setting.
15. No molding in most areas.
16. Pipes leak under kitchen sink.

I took the pictures.



Are these pipes hooked up?



Pipe left on the ground

Installation of medicine cabinet?



This is **not** the cabinet we left in the structure. This one has holes on the bottom.

Same condition in which Ben left the toilet; this is an old toilet. Ours was burgundy and matched the cabinet that we left.

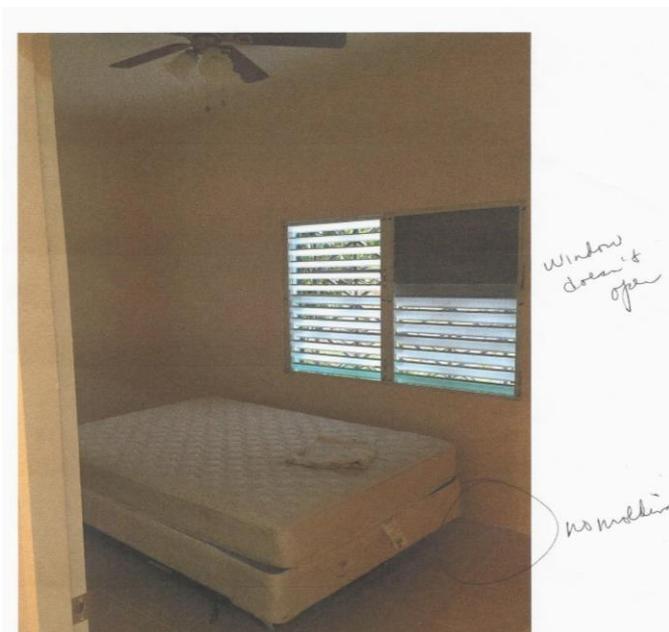




Water leaking under the kitchen sink

(Below) Cloth under door to keep out water, snakes, and other unwanted guests; stains from water as it mixed with cheap wood from door.





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Cross-examination of Defendant Regarding the Guest Houses

It focused on money wired on January 6, 2016:

Mr. Henry (referenced Tab 17), “You recognize that as a wire transfer document?”

“Yes.”

“You remembered that they had returned to the US...”

“She returned the 1st.”

“...on the 1st of January 2016?”

“Yes, sir.”

“I am going to suggest to you based on the evidence that she’s provided, this is Ms. Gloria Swift, that it was on the basis of the estimates which we just discussed that you were paid, this money was wired to you.”

“The wiring does not show the specification of the use of the money.”

Defendant knew exactly what the money was for. Written explanations were always sent. There was a payment sheet. Had it been included in the Witness Statements, it would have reduced confusion and saved time.

“I thought you’d say so. What do you recall this money was for?”

“The money was toward the project that was discussed. There was, I think, must eh about five different projects that were discussed. Estimate was provided. They had two weeks. We did a lot of consultation back and forth. Certain things had to be finalized with the family and ...”

I have no idea what he is talking about.

“What was the money for, Mr. Betancourt?”

“For different projects on the compound.”

“On the compound?”

“Yes, sir.”

“But not the guest houses?”

“Not specific.”

“I am not asking you if not specific. I’m asking you whether the guest houses would have been included in the sum which was sent to you. That’s what I’m asking.”

“It could be a part. It’s not ...”

“It could have been a part”?

“Yes. The guest house price is different.”

“So even though they had not accepted these estimates which you provided in December, they sent money for those guest houses, isn’t that correct?”

“They sent money.”

“They sent money?”

“Yes but...”

His attorney intervened. “My Lady, I believe the witness said it could have been a part. He didn’t say they sent money for the guest houses.”

Judge, “I heard him.”

Defense attorney, “I just didn’t want My Learned Friend to mischaracterize anything.”

Mr. Henry, “Forgive me. I wasn’t planning to.”

Judge, “Don’t take up your hour with things you don’t need to.”

Mr. Henry, “Yes, please, My Lady.”

Judge, “You are now at 55 minutes.”

Mr. Henry, “Yes, please, My Lady. I’m on the clock.”



My question: “It just happened – you are telling the court - that it is a coincidence that the amount wired to you on January 6, 2016, equaled the exact amount of the estimates for Guest Houses 1 & 2 which you gave them on December 29, 2015?”

“Mr. Betancourt, would you show the court your record of how you recorded the money?”



Realizing that he didn’t build the section for the washer and dryer, Defendant testified, “There were six estimates given on the three guest houses. I did the last two, 1 and 2. She is talking about the third and fourth one. So it has nothing to do with my job. I didn’t get paid for it. This separate estimate was canceled.”

Judge, “You are saying the Claimant cancelled that and you did a new estimate?”

“Yes Ma’am. 26th of January the estimate was emailed to her. It’s right in this book right here. It’s in her Witness Statement.”



There were only two guest houses.

I included the estimates he emailed me on January 26 and his reasons for those estimates in my Witness Statements. Now was the time to ask him, “If she canceled the washer and dryer area, what is included in that estimate that more than doubled on January 26?”

“Didn’t you tell her that the increase in estimate resulted because you thought you could use more materials from the structure you demolished, then realized you couldn’t?”

“Or was there another reason for the increase on January 26? Please tell the court the real reason for the increases on January 26?”



Cross-examination regarding the area for washer and dryer continued:

“I want to turn to the guest houses. This morning My Learned Friend asked you certain questions you said

that - - you were asked specifically about the washer/dryer area.”

“Yes, sir.”

“It was based on the evidence given by Ms. Swift that you were paid for that item but never installed it, isn’t that correct?”

“No, sir, no evidence was there that she paid me for no washer.”

“No evidence was there that she paid you for the washer and dryer?”

“Yes, sir.”

“She did pay you, you admit, based on the estimate you provided for those guest houses, isn’t that correct?”

Judge, “I’m sorry. I’m a little confused. You were just going over the evidence that was given?”

Mr. Henry, “Yes, I said the evidence given by her is that she did pay him for the washer and dryer but he didn’t complete it.”

Judge, “Right. I don’t think he understood that you were simply saying that that was the evidence that was given yesterday based on the answer that was given.”

Mr. Henry, “I didn’t perceive that. I will start again.”

“Mr. Betancourt, you understand Ms. Swift to be saying that you were supposed to build a washer and dryer for her in one of those guest houses, that she paid for it but

that you did not build it? You understand her to be saying that?”

“She didn’t...”

Judge intervened (to my attorney), “To have said that yesterday. That’s what you mean, in evidence.”

“Yes, maybe this is the basis of the confusion that I did refer to when he was amplifying as well.”

Judge, “Yes. I’m looking at the witness’ perspective.”

“I understand.”

Judge, “I understand what you mean but you are really saying that yesterday in evidence Ms. Swift said that she paid you for the washer and dryer area that you never did. That’s what you are saying? That that is what she said in evidence yesterday?”

“No, please.”

“That’s not what you are saying?”

“I understand where I’m going wrong, My Lady.”

“Okay.”

“Mr. Betancourt, My Learned Friend after your evidence was in, he asked you to comment upon a piece of evidence in the Witness Statement of Ms. Gloria Swift in

which he (she) said that she had paid you for the installation of a washer and dryer on one of those guest houses and that you did not complete it despite the fact that she paid for it.”

“Totally untrue.”

“I’m just asking you if you remember commenting upon that when My Learned Friend asked you.”

“Yes, I memba (sic) commenting on that.”

“And you said just as you are saying now that that’s untrue?”

“Yes, sir.”

“And I believe a moment ago or just a little while ago, you said that, please correct me, I don’t want to misquote you, that there is no evidence that she paid me for the washer and dryer. Did you say so?”

“Yes, sir.”

“I did though, had asked you whether she paid you on your estimates for the construction of those two guest houses. That’s what I asked you. Could you answer that, please?”

“That guest house have in no washer and dry house so it’s two different – she paid me for a separate guest house.”

“I’m just asking you whether based on the estimates that you provided to her for the construction of the guest houses, you received your money, whether she paid you. That’s all I’m asking.”

“Yes, she paid me for two guest houses.”

“Based upon the evidence you provided?”

“Two out of six she chose. I gave her six and she chose two.”

No, you did not. This is where my chart regarding estimates and payments would have been useful.

Judge, “You said she paid. You gave her six estimates. She chose two.”

Defendant, “Yes, Ma’am. It’s three per one guest house. I can give you dates of them too.”

They were never mentioned in his Witness Statements. Ask him to produce them.

Mr. Henry, “Well we will come to your six estimates in a moment. But as far as you are aware, based on whatever the estimates she chose, she paid you the money based on those estimates that you provided?”

“Yes, sir.”

“Those estimates were prepared after you had discussions with Ms. Swift as to what she wanted, isn’t that correct?”

“Yes, sir.”

“And indeed based on that discussion, you prepared the draft, I’m going to use your words, a rough draft of the layout of the guest houses, isn’t that correct?”

“Only Guest No. 2, the last estimate. That was the only one we did the rough estimate.”

What the devil is he talking about?

“So you only prepared a rough draft in relation to one guest house but not the other?”

“The last. Yes, because the other was already a structural building. It just needed to be repaired. It was already a zinc building, just need to cut it out, separate it in rooms. The next one was a total new building so that needed a rough draft.”

I have no clue what he is talking about.

“So one needed a rough draft; the other, didn’t?”

“Yes, was an existing.”

“So you only prepared a rough draft in relation to one of them?”

“Yes, Guest House No. 2.”

“And I wish to suggest to you that that’s incorrect; that in fact you prepared a rough draft in relation to both of those buildings. That is my suggestion to you. You can accept it or you can reject it if you wish to.”

“I reject it.”

“My Lady, may the witness be directed to Tab 13 of the Witness Statement of Gloria Swift?”

“Do you see Tab 13 there?”

“Yes, sir.”

“Do you recognize that document?”

“Yes, sir.”

“What is that?”

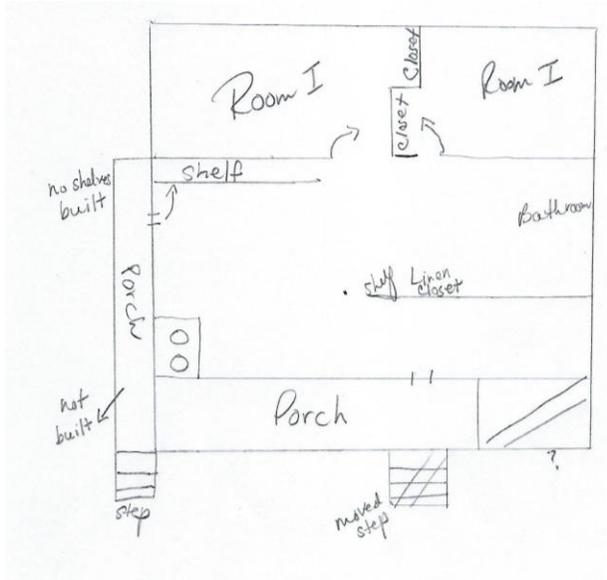
“This was the same existing building that was there. These two drawings that you have is the third and fourth estimate. This was the building that was demo and the fifth and sixth estimate was the job given.”

(Below) This is Tab 13. I referred to it as Guest House #1. Defendant labeled it as Cabana 1. There were no sketches in June for renovating the structure. On December 30, Ben returned with sketches for two separate structures. This was the top portion which was removed and set upon a concrete foundation.

TAB 13

Cabana I (Zinc building)

Redrawn by author; copied from Ben's drawing, provided in December.



Dear Reader, as the questioning continued, please try to follow his answers.

“Mr. Betancourt, I want you to look at the top. What do you see there?”

“Cabana1.”

“What does it say in brackets?”

“The zinc building.”

“This is what you...”

“That is the upper flat.”

“Mr. Betancourt, did you prepare this draft? Do you recognize this as the draft that you prepared?”

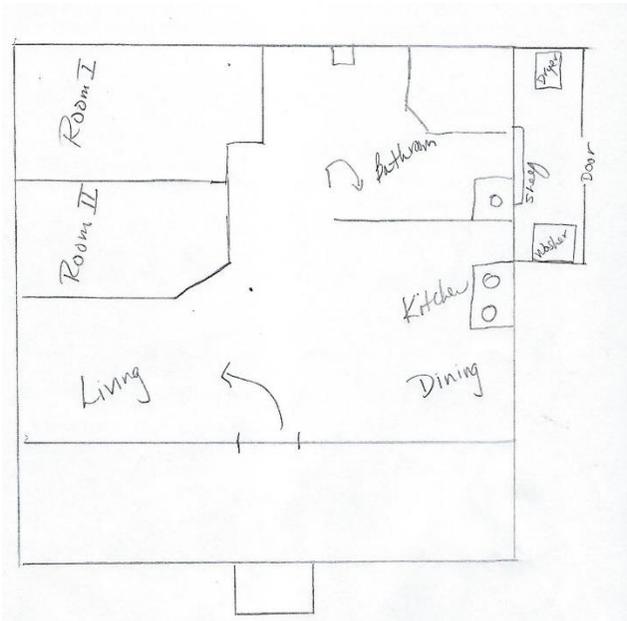
“Yes, sir.”

“Turn to Tab 14, please.”
“Yes, sir, same building.”

This is Tab 14. I referred to it as Guest House #2. The downstairs of the existing two-story building had an area for washer and dryer. The bathroom is in the same location so the pipes could reach the existing septic tank.

TAB 14

Cabana II (Existing concrete building)
Redrawn by author; copied from Ben’s drawing, provided in December.



Cross-examination of Defendant continued:

“What do you see, Cabana 2, isn’t that correct?”

“Yes, sir.”

“In brackets it says what?”

“Existing concrete building.”

“Do you agree that the layout here in Tab 14 is different to the layout that you see in Tab 13? Do you agree?”

“Yes, one is up and one is down.”

“Mr. Betancourt, my suggestion to you is at the time when you prepared this sketch plan a decision had already been made to separate the buildings which were fused as one, an upper and lower flat, into two separate guest houses. This is my suggestion to you.”

“Totally incorrect.”

As I sat there listening to this buffoon, I was hoping we were in an American court where my attorney and or judge would have shredded him to pieces.

“The zinc building, was that on the top?”

“Yes, sir.”

“The zinc building?”

“Yes.”

“The bottom was supposed to be concrete, isn’t that correct?”

“Yes, sir.”

“You are saying that these sketches were prepared when it was supposed to be one building?”

“The sketches were prepared when we were just supposed to renovate.”

In June, there were NO sketches for renovation.

“I’m asking you whether this sketch was prepared when this was supposed to be one whole building?”

“Yes, sir, in December.”

“I want you to look at Tab 13. This is supposed to be the upper of that building, that one building, isn’t that correct?”

“Yes, sir.”

“Do you see on the side here it says porch?”

“Yes, sir.”

“Comes to the side as well?”

“Yes, sir.”

“What is in the front there, the very bottom of that page?”

“Stairs.”

“Isn’t that supposed to be a short flight of stairs leading from a single story building, isn’t that correct?”

“No, sir. That building, porch, stairs, everything was right there. All we were supposed to do was to cut it out and...”

**Refer him to the contents in his estimate, please.
Have him explain the amount of materials.**

“I want to clarify with you because I want to be very sure about what you are saying. This here what you are seeing here as a porch is reference to the zinc building, which was supposed to be at the top, isn’t that correct?”

“Yes, sir.”

“So this porch that you are referring to is supposed to be above ground, isn’t that correct?”

“Yes, sir.”

“And this flight of stairs that you have here denoted is supposed to lead all the way down to the ground floor from the upper flat?”

“Yes, sir.”

“This is my suggestion to you, Mr. Betancourt, that you are simply not telling the truth. That’s my suggestion to you.”

“Totally incorrect.”

“I want you to look at Tab 14 there. Do you see there an indication of a washer and dryer area?”

“Yes, sir. It was a part of the old existing building.”

The existing building had an area for washer and dryer. No, this drawing is not a part of the old existing building. We just wanted the washer/dryer area to be in the same area as it was in the old existing building, for plumbing reasons. Remind him that the old existing building was demolished. Why would you sketch a building that would be demolished? Ask him.

“The washer and dryer area you say, Mr. Betancourt, was part of the old existing building?”

“Yes, sir, nothing was to be constructed, only a door was to cut out and a shelf for the third and fourth estimate. That didn’t even materialize and didn’t five and six.”

I am miserably confused. The shelf was for the laundry supplies and a counter on which to fold clothes.

“Mr. Betancourt, you would have heard Ms. Swift or you would have seen Ms. Swift’s evidence.”

“Uh huh.”

“Let me be very clear. You would have heard her on re-examination yesterday when she was asked about concrete blocks?”

“Yes, sir.”

“And purchasing those for the construction of a washer and dryer area which she said you didn’t do. You remember that?”

“I heard her clearly, sir.”

“Do I understand you correctly to be saying that that area already existed and therefore she didn’t need to purchase those concrete blocks because it was on the existing building already? Is that what you are saying?”

“Existing building when the contract was changed was asked to demo to the ground so there was no existing building in January. That two estimate (sic) was cut out completely. The family called from the States and asked to provide two separate estimate January 26th.”

No one called him. He is hallucinating.

Judge, “All right. Can you start over with that answer, please?”

No Judge, please do not let him.

Defendant, “The two drawings that I’m questioned about was decided by the family in January to be thrown out, demo the lower concrete flat which is supposed to be Guest House No. 2 to the ground, use the upper flat zinc building. The reason to demo was they were not confident in the structural of the old building. It was done by some previous contractor.

“So they asked to take the upper flat zinc building, provide a new estimate with a foundation. I cut it out, got a crane lift it up, and did a new Guest House No 2. which I provide a rough drawing and send a separate estimate which will be estimate five and six.”

No Judge, the family made no changes.

Defendant is trying to explain why he sent the

new estimates in January. Think back to December.

Judge, “Somewhere along the line you have lost me with washer and dryer areas.”

Defendant, “The washer and dryer area was demo was requested. Building that the washer and dryer is drawn on diagram 14, you said?”

Mr. Henry, “Tab 14.”

Defendant, “In Tab 14, the washer and dryer area that was existing in the old building was demo at the request of the Claimant. New drawings and estimate and estimate was asked for Guest House or Cabana No. 2 which I did and built.”

Not true. The whole bottom of the existing structure was demolished. Tab 14 was the sketch we received on December 30, 2015.

Mr. Henry, “Do you have the rough draft which you submitted?”

“It’s right in your file. For the new one, No. 6.”

“For the new building which you said you prepared?”

“Yes, sir. I could find it right here in ah your thing.”

“Whose Witness Statement are you looking at?”

“Ms. Gloria. Eh deh (sic) in ah both of us.”

“To be clear, you are saying you are looking for another rough draft that is not what I just showed you on 13 and 14?”

“Yes. It’s the green building that we did which is now known as Guest House No. 2.”

Judge, “Which is supposed to be 5 and 6?”

Defendant, “Yes. The different estimate was sent e-mail January 26.”

Mr. Henry, “Are you talking about the draft or an estimate?”

“Estimate and draft. I sent the draft and the estimate.”

“You are seeing this where?”

“Give me a lee time...”

Judge, “If it’s in yours, isn’t it a little easier for you to find it in yours?”

Defendant, “It’s not in mines.”

It does not exist, Judge.

Judge, “I thought you said it was in both. You need to find it. You are the witness, not them. So you will find it and then we will all find it with you.”

You cannot find what does not exist.

Defendant, “Could I use that book instead, please?”

He wanted the Judge’s copy of my Witness Statements.

Judge, “No, you just use that one. It’s the same thing.”

Defendant, "I no see it in Ms. Swift's file.
I'm sure it's in ours."

Mr. Henry, "You are sure it's in..."

Defendant, "In ours."

Judge, "As in your Witness Statement?"

Defendant, "In the whole entire case that we
started from the beginning."

Judge, "What we have in evidence is your
Witness Statement, Ms. Swift's Witness
Statement. If the lawyer has other
documents, that's not what we are talking
about. It's documents in evidence. So if you
are not able to find it there, we can move
on."

Mr. Henry, "My Lady, I'll be happy to move
on."

Mr. Henry continued to question the Defendant
regarding the six estimates. They went back and forth as
the Defendant created stories.

"Mr. Betancourt, Ms. Swift says, and which I'm
suggesting to you based on what she said, is that she sent
full payment for the two guest houses based on those
estimates and that it was subsequent to that on the 26th of
January you sent revised estimates which is at Tab 18 and
Tab 19 of the witness statement of Gloria Swift."

"Yes, these are the ones I built, yes."

"Yes?"

“Yes, sir.”

“These estimates represented a significant increase over the cost which you originally told her or which you presented in the estimates, those two estimates earlier?”

“Yes, new buildings cost more than renovations of building.”

“Mr. Betancourt, I’m suggesting to you that that’s not true. That after she paid based on the estimates you provided, you then send revised estimates increasing the costs significantly. That’s what I’m suggesting to you.”

“You are totally wrong, sir.”

“You said, Mr. Betancourt, that indeed you completed all the work for which you were paid, yes?”

“I mentioned... you asked earlier today that if when I left, there was something undone and I mentioned yes. So I guess that contradicts that.”

“I asked you if you completed all the work for which you were paid?”

“Yes and you did ask me that earlier today and I told you no, there were certain things left.”

“Fair enough.”

Dear Reader, Defendant’s transcript regarding Guest Houses 1 & 2 was lengthy and confusing; therefore, most was omitted. Nevertheless, I hope you were able to establish a picture based on what you have read and seen.

Using my charts, I could have clarified these estimates in five minutes. Mrs. Peterson had identified areas of conflict in his responses to my Claim and in his Counterclaim. This is one of them she said required my clarification before cross-examining Defendant. She had her list. Once I had clarified those items, his cross-examination would have been short.

Correspondence Regarding Guest Houses

Finishing Next Week

February 26, 2016

Ben had already called and reported that the blue house was finished and sent pictures of the outside. Final balance was due. Communications between Ben and I follow:

Ben 2/26 5:03pm

I want to finis zink guess house and Ms Dawn house next week Friday, so I am keeping you guys in the dark, smilw

Gloria 2/26 5:06pm

Quality is more important than speed.

Ben 2/26 5:07pm

I know or I would have finish last week, lol

Gloria 2/26 5:09pm

That's right. It's Friday. I HOPE YOU KNOW I am saving messages for when you are sob--. Then we will sit on the veranda, I will read, and you will laugh.

This is February 2016 and Ben is suggesting that he would be finished “next week Friday.”

Ben led us to believe that the structures were parallel
(below)

Gloria **March 16, 3/16, 5:39pm**

On the gutter between the two guest houses, we are thinking you only need it on the length of each side closest the tank. No need to go around the guest houses.

Ben *3/16 5:42pm OK*

Ben *3/16 5:48pm That was the plan*

This is regarding the water tank that was left to service both guest houses.

Gloria **3/19, 10:49am**

Please make sure that wash out that tank good. It had lots of frogs and insects last summer.

Ben *3/19, 12:56pm Yes I did*

Emails were not submitted to the Court in my Witness Statements.

Questions on Guest Houses Sent April 1, 2016

Please Read carefully

Ben's Attention (**Never responded**)

When we talk, we are rushed for time. And/or we don't understand each other. When I call a meeting, questions arise and I can't answer them. Please respond to the following questions on our Facebook page so I can print them off.

1. Where is the watchman sleeping now? They are curious.

Guest House #1 (original aluminum)

1. Are small medicine cabinets installed?
2. All windows up with bars and screens?
3. All bar doors installed? Yes.

If NO, what needs to be done?

Painting? Cost?

Screens? Cost?

+++++

Guest House #2 (cement house)

1. Are small cabinets installed?
2. Are windows up with bars and screens?
Screens were left in the school.
3. Are bar doors up? Yes.

If NO, what needs to be done?

Painting? Cost?

Screens? Cost?

Washer and dryer has extra bar door? Anything needed here?



Building a Two-Car Garage

Paragraph #16

“A BZ \$56,606.10 estimate submitted to Ms. Swift for the construction of a garage. Ms. Swift then requested several further renovations such as a change in the square-footage from 20 X 30 feet to 20 X 26 feet and a change from a 3-door to a 2-door garage. As such, I agreed to complete the works per Ms. Swift's request for the cost of \$42,000.00.

Furthermore, the Claimant requested that the Defendant subtract the cost of construction of the interior wall, shelves, and one door from his estimate in the... As such, the cost for the scope of the works done was \$39,600.00. A copy of the garage estimate and a picture of the garage during construction stage, and a picture of the finished works done are annexed...”

No Sir! There was **never** any discussion about building a three-car garage. Ben's title reads, “Estimate to build a 2 car garage (20x30).” In Phase III of his estimates it reads, “1 double garage door.”

On December 21, 2015, Margie and I informed Ben that we were interested in a two-car garage but needed additional space in the garage for storage. We wanted a separate building for the garage going toward the existing two-story structure.

Ben inquired as to what was to be stored and was told it was mainly food items. He drew a sketch and was instructed there needed to be shelves to house the items. Ben stated that the regular size is 20 by 30 and that he can

install bars in front of the garage door for an additional \$2,400.

The next day, Ben brought the estimate for the garage as a separate structure. The estimate was discussed. Notice, it reads, “**Estimate to build a 2 car garage (20X30).**”

26

Estimate to build a 2 car garage (20x30). My notes are in script.

Phase I (Foundation to belt beam)

Material	
4 load construction mix	\$2,800.00
1 load plaster sand	685.00
140 sack cement	2,450.00
36 -5/8 steel	2,052.00
75 – 3/8 steel	1,762.50
10 – ½ steel	375.00
4 load backfill	600.00
1 construction plastic	125.00
150 – 8 in blocks	375.00
1200 – 6 in block	2,700.00
12 – 1x8x12	220.80
24 – 1x12x12	662.40
8 – 1x6x12	110.40
45 heal strap	360.00
Mes	300.00
Material \$15,578.10	Labour \$7,500
Total \$23, 075.10	

Phase II (plaster/roof/casting/eve/paint)

Material			
1 load plaster sand			\$ 685.00
60 sack cement			1,050.00
34 – 2x6x14			1,094.80
42 – 2x4x14			900.00
30 – 2x3x14			483.00
10 – 2x10x12			460.00
14 – 2x3x12			193.20
60 – 1x3x14			483.00
Zink/ridging/foan/screw			4,200.00
45 – 5 in bolts			180.00
26 – 3/8 plycem			1,924.00
1 bucket primer			325.00
1 bucket paint			360.00
2 gal oil paint			128.00
1 cast silicone			60.00
Mes			350.00
Material	\$12,191	Labor \$6,500	Total \$18,691

Phase III

Material (door/3 light/3 outlet/shelf)

never provided

3 door/frame/locks <i>(never provided)</i>			\$1,950
1 double garage door <i>(to be shipped)</i>			\$7,500
3 light/3 outlet			750
30 – 2x4x10			460
23 – 1x12x10			530
Mes			150

Material \$11,340 Labor \$3,500 Total \$14,840

GRAND TOTAL \$56,606.10 *(for 20x30)*

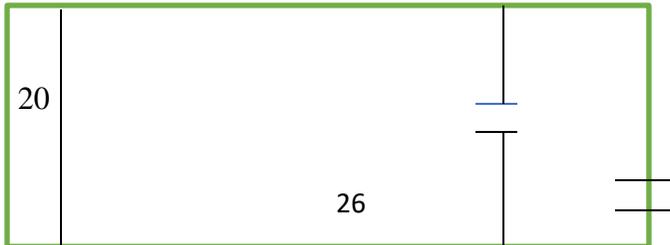
We were concerned about the price tag of \$56,606.10. Ben mentioned that they sell garage doors in the city, so he and Margie left to investigate. When they returned, they informed me that garage doors were very expensive. Margie told Ben that the garage door can be

shipped from the States for a lot less. He agreed that would be better.

We were still concerned about the high price of the garage structure. Ben suggested that if he attached the garage to the main building it would be cheaper, and he can reduce the size to 20 x 26. The next day, Ben returned with a sketch and a new estimate sheet showing the deduction of \$7,500 for the garage door.

Total without door (<i>garage door to be shipped</i>)		\$49,106.10
Note for a 20x26	without door	\$42,000
<i>Attached garage;</i>		
<i>bars not needed -</i>		<u>- \$2,400</u>
	Total	\$39,600

Ben's sketch on December 30, 2015 was hand drawn



The total without door was \$49,106.10 for 20x30. Ben's note on the bottom reads, "Note for a 20x26 \$42,000 without door." Then I changed the number 30 to 26 on the first page of the estimate to match Ben's note on the estimate. I reminded Ben that since the structure will be attached to the main building, we did not need to pay

\$2,400 for bars over the garage door. While he scratched on a piece of paper, I made changes on the estimate pages he gave me. He deducted the \$2,400 which left \$39,600, the cost to build garage and storage. Even on the check sheet I gave him with the amount of money wired, I referred to Garage and Storage. Ben never installed those three doors mentioned in Phase III.

Within days after returning to the States, I sent Ben videos and pictures of an attached two-door garage and driveway and instructions on how to install the garage door. When I arrived on May 5, 2015, Ben said, “We are having trouble installing the garage door.” I advised him to look at the videos and refer to the manual. He reported that they could not find the manual. The manual was in the box that included small materials to set up the garage door. I retrieved it and handed it to Ben. I also informed him that the entrance into the garage was too short and needs to be extended. **Ben did not reply.**

On May 5, 2016, I also noticed there was no wall in the garage for storage. When asked about it on May 6, Ben claimed Ms. Margie told him “No Walls.”

“That’s not true. Ms. Margie and I told you we need a wall to keep fumes out of the food.”



I hired an engineer on December 27, 2016 to examine Ben’s work. He pointed out that the water was seeping into the garage because the ground was too high outside the garage door and driveway too short.

After his examination of the jobs, he remarked, “I am shocked. I have never seen construction this bad. Are you sure this guy is a contractor? Do you have a copy of his contractor’s license?”

I am still waiting for his report. His phone number and email address have changed.

The garage was repaired three times. The foundation is sinking inside. Even when the driveway was extended, water still enters the garage.



In April 2018, a contractor installed a bump inside the garage door to keep the water out, and a drain was built just outside the door to keep most of the water from entering the garage. However, as the foundation sinks, the bump goes down, and water reenters the garage.



bump inside garage

drain outside garage door

On May 31, 2020, a tropical storm passed through. The first floor of the two-story structure was flooded with about four inches of water that came through the garage door. The bump was gone. Flattened. It sunk down with the foundation.



Ben Reported All Jobs Completed on March 1, 2016

Final Payment Wired

Ben called me on March 1, 2016 and said that all the jobs were completed. I called my sisters. Eva suggested “We hold something until work-completion has been verified.” I sent Ben the email below.

I can hold the balance on the vat and pay the shed and storage. Any other bills, put separate list. I will send a check list. Just check as requested.

Ben called again on March 2, 2016. Eva and Margie were present and listened in on the conversation. Ben reported that all construction jobs on the premises were completed. He was owed a balance from me for the two guest houses, shed, garage and storage. Margie owed a balance for the watchman tower.

“Which balance do you want me to hold?” I asked.

“Why would you want to hold something?”

“We have not inspected the work yet. I can hold the amount on the tower because that is smaller.”

“Okay, hold the balance on the tower. That way, when everything is done, I will have money to jingle in my pockets.”

**Final payments were wired on March 2, 2016.
Ben was paid for all construction on the
premises, including unauthorized changes made
by Ben.**

Cross-Examination of Defendant:

Mr. Henry, “In any event, you would have had a conversation with Ms. Swift by telephone on the 2nd of March 2016, isn’t that correct?”

“Yes.”

“You had a conversation with her by telephone?”

“Yes.”

“She would have asked you about the state of construction at that time, isn’t that correct?”

“Yes.”

“And you indicated to her that the construction was completed, isn’t that correct?”

“Totally a lie.”

Ask him, “Do you see those three women sitting over there? They heard you when you said construction was completed. They heard when you agreed for them to hold the smaller balance. Do you expect the Court to believe you do not remember saying those words?”

I will continue this conversation on April 9, 2016.



From Ben, March 2, 6:45 P.M. via Messenger:

Thanks for the list, most is already finish and I have some question on some and sme is to be completed I will keep you posted



Ben Asking for Another Job on March 6, 2016

From Ben 3/6, 2:15 pm

Let me design your front fence for you

Not one of these emails was submitted to the Court in my Witness Statements.



Those Pictures Are Not Mine

March 20, 2016

Ben sent some pictures, but most were from another construction site mixed in with mine. Thus, the email below but he did not respond.

Gloria 3/20, 4:03pm

I see the upstairs house; another one part aluminum, but we don't see a full cemented guest house. What are we missing?



March 27, 2016

After speaking with Ben earlier in the day, I sent a four-page updated list of concerns extending back to December. I wanted to know if they were corrected.

“Thank you for the list. It will keep me on track.”
“That's what you said the last time.”

• March 27 3/27, 12:45pm [Gloria Swift](#)

Happy Easter. Just sending follow-up list. Today is a day of rest. We can talk tomorrow evening

A day later, Ben called and said, “Boss, everything is done. I don't need a list.”



Ben Requesting Another Job on March 31, 2016

Ben sent a drawing but I was not sure what it was.

What am I looking at?

Ben 3/31/ 6:29pm

The road design

Defendant's Tirade by Email

April 6, 2016

About the end of March, I informed Ben that I may make a trip in April. The container should be there by the end of the month.

A few days after that conversation, Ben called.

“Send me my money.”

“Which money?”

“The balance that you owe me.”

“You said that we could hold the money until after we verified the work. Let me talk to my sister.”

April 7, 2016

I spoke to my sister and sent Ben the following message:

[Reply](#), [Reply All](#) or [Forward](#) | [More](#)

Gloria Swift She has no problem with it. It will be sent when I send money. She remembered your statement but I forgot. You were in agreement to hold the balance so "I can have money in my pocket." Your words. They were listening in on that conversation.

Apr 7 at 8:55 PM

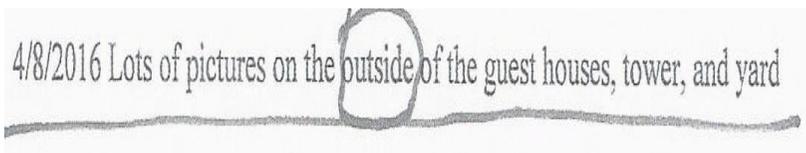
April 8, 2016

Apparently, Ben never read the message above. He wanted to talk to Ms. Margie. On April 8, 7:51 A.M. Ben responded:

“...I need to talk to ms marge...I need to talk to her cause I am making your bill and I an afraid you catch heart attack, so I need her to clarify some stuff and then I will call you about sunday. send her number and ask her wat time is best for her over the weaken. thanks.”

Minutes after Ben sent the message above, he wanted to know how come Ms. Marge had not responded. I suggested he sends her an email.

Ben sent pictures on the **completed** guest houses. I replied:



4/8/2016 Lots of pictures on the outside of the guest houses, tower, and yard

Ben knew that the work was not completed on March 2, 2016. With my pending visit later in April, Ben wanted the balance that he said I could hold pending verification of jobs.

Defendant’s Cross-Examination – Why Items Were Stolen

“In fact, Mr. Betancourt, they had a balance which they were holding until they could come and inspect and by e-mail, which you have exhibited yourself, you indicated to them that you wished to be paid the balance, isn’t that correct?”

“Yes, It’s the same email that also address the add-ons that you requested. So if you read it carefully, it says I have additional money to collect.”

I would have said, “Read it to me.”

“Don’t worry about what I am reading. I’m just asking you to answer the question.”

“No problem.”

“You understood that based upon your assurance that the building was finished, Ms. Swift organized to have a container shipped from the US to Belize which she cleared in early May, isn’t that correct?”

“Yes, sir.”

“In fact, that was the container which she brought to the house at Bermudian Landing which you were assisting to clear, isn’t that correct?”

“No, sir. I was supposed to be there to receive some box and I never got...”

Mr. Henry should have let him finish. On May 5, while he stood in the kitchen, I pushed two large boxes to him with electrical and kitchen materials for setting up stove, refrigerator, and freezer. He never set them up, and the materials were never found.

Mr. Henry interrupted him. “Do you recall in early May 5 that a container arrived at that house with household furnishings? Isn’t that correct?”

“Yes, sir, a lot of stuff.”

“My suggestion to you is that she did that. She arranged to have that done because of your assurance while she was in the US on March 2nd that you had completed construction of the premises. That’s what I am suggesting to you.”

“I don’t know what she thinks.”

“But you know that she brought furnishings on that day?”

“Yes.”

“In fact in a later e-mail she would have said to you in an email sent you when discussing the items lost, she said to you that had the place been finished, those furnishings could have gone into the rightful places and they would not have been stolen, especially if there were locks on the door. Do you recall that e-mail?”

“It does not confirm the item missing on the compound.”

“I’m not asking you...”

“They did not confirm the stuff come on the compound.”

“Please, Mr. Betancourt, I’m on the clock. I want to move fast.”

“Go right ahead.”

After repeating the question, Defendant replied, “You will have to read that email.”

Mr. Henry directed him to Tab 24 which identified the email to which he referred. Mr. Henry read the relevant portion to him then asked, “Do you recall her saying that to you?”

“Yes.”

“In fact, she is referring it seems to conversation she would have had before with you, isn’t that correct?”

“Yes.”



The ranting began. His attorney made no mention of this email. I had already explained it in my responses to his claims.

April 9, 2016

I texted Ben on April 7 and informed him that my sister had agreed to let him have the money. He found a typist and sent the following at 6:18 AM.

Morning message Ms Gloria swift it not only that, when are you planning on coming I think I will wait till you come so we can sit and go through all the changes together as you see them, I know you have a lot going on and we are coming on the finishing so it's a little frustrating, so I won't call Ms margie big cause you are my boss and you have all your paperwork those will explain itself when you come, I don't want to confuse anyone, my project is going well so far and I have no problem working for you guys up to now and I want to keep it that way. for the past 8 month plus I spent over \$600,000 bz dollars for you guys and did my best to be transparent, that how you meet me and that how you will know when I am finish with all your jobs. I really appreciate all your business so far and will never mess that up trying to con you guys some petty cash, so when you always use the term, "I know you put that in some way" I did not..

Now back to business: concern the balance on the watchtower, yes I wish I can have all that in my pocket when you come but it dose not work that way, (My first interest is not to have money in my pocket when I done but to done first) I told you when we first meet I never leave any of my job unfinished and I sure wont start now, when you come and I pass over this project will go over the changes/extra work - black dirt/trip to bmp etc. and the transfer up all that money that you send from the state and what I receive. I have all my bank statement and will match it up with all yours (pls. bring them with date) and my bonus Smile, then that should give me some cash in my pocket and even then when you walk around I might still have to put that back in the job, it I have to change

something that you don't like. Yes Mon that how it work, just so everyone left happy and I can get more job in the future.

So then pls send my balance and pls. decide on the rest of jobs so I can meet my dead line. I think by now if I did not run away with your money when you send hundreds of thousands for me I wont do it now when I have the opportunity to finish and get a good THANK YOU MR. BETANCOURT.

*yours truly
Ben Betancourt*

Pls. free fee to set up a conference call and I will be more than glad to answer all the question you family have that you don't have the answer for.

We were holding the balance on the tower, and I was still waiting for his difference on the conversion exchange. I will draw your attention to the last paragraph. He wanted the balance that he said we could hold but “pls. decide on the rest of jobs so I can meet my deadline.” Ben had voluntarily submitted a total of six estimates, but I had already decided that he was not getting any more jobs from us.

The note below was received from Ben on April 9, 2016. I asked him for the conversion difference on April 9, 10, and 14.

Conversion Balances2

Ben, Saturday, April 9, 2016 10:36 AM

I can tell you about no balance till you come and we pull out the estimate and discuss and till you bring all your statement and you see how much is the money exchange over the whole project that should be about 2000-2500 alone.

By October 31, 2016, Ben was paid the conversion differences for wires sent in 2015.

Ben was not finished yet.

On Sat, Apr 9, 2016 at 10:41AM

TripleJ Construction note your flexibility of sending all those money and my speed save you guys at lease over 25,000 in house pland and engineering cost if we were to be stop by C.B.A, this is not the time to prolong funds, lets finish the job.

I went to CBA January 2018. The cost would not have exceeded \$250.

Apr 9 at 10:45 AM

I wont call ms marge again ms swife I will wait till you come, i would real like it you send the whole bal or tower then when you come we square up on the other stuff, that will be much easer and less stressful

Apr 9 at 10:46 AM

it you want i can finish the vat by Friday then you send it next week, i have 1,500 and 5 days work on tower, so imagine, my labour is not 10,000 for vat that money is tie up, all project moving together, let me know

What project is Ben talking about?

From Gloria Apr 9 at 12:13 PM

If I weren't a lady ... I asked you a million times to give me exchange rates. When we send money, it is based on the exchange rates that day. No, you always play this game. You said to pay you your balance. I need to know right now what is owed. Spell it out. I have the balance for the vat. I will inform Margery and my brother of your request. When the discussion first came up about holding something, four of us were involved in the conversation. You should have voiced your objection at that time. Don't act as though it was a unilateral decision.

My email to Ben continued:

Send me an itemized list. I really do not have time for your ranting about money.

Was the document on Antwan okay? I asked you during a phone call and you said you had to check something.

You do not respond in a timely manner then you get into a hissy fit...



From Gloria Apr 10, 2016 at 8:55 AM

Everything was reconciled and PAID as of 10/31/2015. Every BILL submitted was paid. (I showed Ben how to calculate conversion rates)

11/21 Wire for \$9,500 American - no notation in Belizean, that tells me I did not get a figure from you.

All wires 2016 (refer to attach) I sent you a conversion sheet to make it easy for you.

Belizean figures needed for American amount posted on document which was sent every time I wired money in 2016.

On 3/2, \$22,793 Am. was sent because that included \$10, 218 for shed.

Please respond with conversion rates. If I cannot get to Western Union tomorrow, a friend in BZE will bring you the money.

I sent an attachment to Ben detailing all payments. He never responded with questions or comments.

None of these emails was presented to the Court in my Witness Statements.



Defendant Re-examined by His Attorney

“Mr. Betancourt, this morning My Learned Friend had put to you that except for the items in your Counterclaim, that when you had left the property you had been paid in full and you replied I would say no. Can you say why you say no?”

“If I take the time and go over every small stuff, we’ll never go to court. So I just do the basic big ones and send the thing with the counterclaim.”

“So you are saying that the...”

Judge, “No, you can’t put words in his mouth.”

“Can you please explain what you mean by the small things?”

“You have small payments of when the money is transferred through the bank and they charge you a small fee for the money. You don’t get the full of it. Ms. Swift would pay me some. We go through the records together. It mentioned in this email right here that I sent to her, and if you go there, for example, we provide sheep, chicken stuff for the compound and we end up had to buy feed and stuff. So what I did with the family, I just tell them at least you could pay me so it’s just a lot of small stuff.”

Judge intervened that “...it’s not art of the case...so it’s taking nobody any further.”

Ben did nothing for free. Whatever bill he sent, legitimate or not, he was paid. On April 15, 2016, Ben billed my sister \$885 for sheep and chicken stuff. Money Gram was sent to him on April 15,

2016 for reimbursement, even though he submitted no receipts. If he kept records, he would know if he received payment or not. There was always a breakdown of the money, so he knows exactly what he was being paid for.



Estimate to Build a Road

April 12, 2016

The drawing for this road was originally sent March 31, 2016 without the estimate.

Estimate for to build a road 16 ft wide 240 ft long

8 hrs. of loader @ 150.00 per hrs)	\$1,200.00
6 load allien @ 650.00 a load	\$3,900.00
Labor \$2,400.00 Total	\$7,500.00

What is it?

Ms Dawn road (16 ft x 150ft long) from where ms Gloria road stop.

6 hrs. loader @ 150.00 per hour	\$ 900.00
4 load alien @ 650.00 per load	\$2,600.00
Labour \$1,800.00 Total	\$5,300.00

No one can tell me

From Ben Apr 13, 2016 at 6:56 PM

oh look under video, i send that road estimate from sat the 8 of april

From Gloria to Ben Apr 14, 2016 at 6:45 PM

I am waiting for those conversion rates so I can send one wire and then take care of one difference.

Ben Submitted Bills Totaling Almost
\$10,000

April 7, 2016

Ben sent an email on April 7 claiming that I owed him for materials and labor for Guest Houses 1 & 2.

Zink house (Guest House #1)

1 new door w/h screen/1 bathroom window/clean, paint
and install the other windows \$1,450

Cement House (Guest House #2)

Build 3 kitchen size bars/cut 1 double bar and make
2/cut out lock and weld back, lock pan on door, paint all
balance bars and install all bars/screen for door. \$1,850

Bars for tower house

250

Build one door/cut and paint one for storage \$ 950

1 main door for main house porch \$1,400



Total: \$5,900

Estimate for gutter system

Zink house

1 600 gal water vat	\$990
Gutter and pipe fitting	350
7x7 slab – 2 block high base for vat	<u>450</u>
	\$1,790
	Labour 500
	<u>Total \$2,290</u>

Cement house

Gutter and pipe fitting	\$350
	Labour \$400
	<u>Total \$750</u>

From Gloria to Ben April 7, 2016 at 3:16 PM

Thank goodness. We are packing right now and questions are being fired at me from all angles.

I have lots too.

First, we discussed using the septic for the tank that was there. Why are we buying another tank? Why are we building a slab?

These bars and doors and windows'
Zink: Why is there a separate price for installation of windows?

Cement:
kitchen-size bars, for what? What about the bars that were left for the windows? And we left the screens.

For the storage: the door wasn't included in the price?

What was wrong with the door by the porch?

Your estimates are not accepted very well. I have to look at the original cost and see what's duplicated. I was honest with them. I am as confused.

These numbers caught me off guard. Let me check the original documents. In the meantime, you may want to provide more information.

Ben Collected Twice for a Door



Paid in full \$1,400; yet Ben escorted the bar man to my sisters on June 8, 2016, to collect another \$500. They gave the man \$350 and told him when the door was finished, he would get the balance. The bar man said someone in the family was sick and he did not know when he would be back. When they left on July 2, 2016, the bar man had not returned. I met the man a year later when he was repairing the small gate. I informed him that Ben was already paid \$1,400 for the bar door on top of the stairs, and I wanted to know why he needed more money. He was speechless. He only stared at me.

From Ben, Monday, April 18, 2016 6:21 AM (referring to the money wired 4/15)

I cant get nu of these money with out the name of who send which one.

From Ben, Apr 18, 2016 at 7:17 AM

Hi Ms swift I was very ill from Friday, I just walk in my office, it was a real stressful weak last weak, I receive all your info just now, thanks.



Defendant Cross-Examined About Money He Claimed He Is Owed

My chart would have been very useful. Defendant admitted that he never requested payments for the firewall, electricals, and paintings. He explained in his own way that he only sent estimates and requested payments when they related to the structure. When it came to add-ons, he explained below:

“But you did send requests and estimates for money which you said you were owed?”

“It was not send. She comes in Belize. We sit under a shed and we discuss so...”

Not true. First time we met under shed was May 6.

“Mr. Betancourt, it’s not true that you would have sent her documents by e-mail on occasion?”

“I don’t send her add-ons. We did that when she comes and we sit and we walk through. Then we make a document for it.”

I do not know what he is talking about.

I coined the term "add-ons" to show what occurred beyond the estimates. I submitted an accounting sheet which showed item by item what was added on that was not included in the estimates. Even though a few items were in the plan, Ben claimed he did not include the costs in the estimates.

He requested payments outside the estimates via email on February 1 and 23, April 15, and May 6, 2016.

“You’ve never sent her any emails requesting payment for what you say are add-ons. You’ve never done that. I want you to think carefully about what you are saying.”

“If you give me two sentence, I could explain. **(Please do not let him.)** You are asking me two things. If Ms. Swift requests changes in the structure of the building, an estimate was asked. **(This was a good time for the attorney to request those changes and copies of the estimates.)** That’s estimate. So estimate was sent. Add-ons was discussed on the ground when she actually come and see. She gave me power of attorney. So I got the thing to put in the light, whatever. So when she actually come and see the metering, I have the receipts, we sit together, we talk about it, what she wants to pay, in her statement.”

Stop. It never happened. He sent a bill, collected payment, promised a receipt for expenses and payments and explanation, but never delivered.

Defendant continued. “I did one for like \$8,000. She scratch out some of the stuff, only gave me \$5,000. It’s like that. That’s how we did the add-ons but I didn’t send. We only send estimates for structures of the buildings.”

What is he talking about?

Questioning continued between estimates and add-ons. Defendant admitted that “she had paid estimates but not add-ons.” Defendant clarified for the Judge that “she

had paid all estimates up until March 2, 2016 but add-ons up to March 2 and before March 2 were not paid.”

I do not know what he is talking about.

“In relation to add-ons, and you said she had paid all in relation to estimates, but add-ons she had not yet paid you’re saying?”

“No, sir.”

“Well, did you specifically request any payment in respect of add-ons up to that particular point?”

“We only do add-ons when she arrive.”

What is he talking about?

“So you are saying she had not yet arrived?”

“Yes, but when she comes in December, we do add-ons and stuff like that.”

No, when I came in October and December, he looked on pieces of paper and told me what I owed him.

“She had not yet arrived and therefore you hadn’t requested it?”

“No, sir, she wants to see it.”

I do not know what he is talking about.

“Do you recall receiving any sum of money in April?”

“Yes.”

“In April of 2016?”

“Yes.”

“Do you remember the date?”

“Not the exact date.”

“Whatever sum of money you would have received in April 2016 necessarily would have been add-ons, isn’t that correct, because she had paid according to you all of her estimates up until March 2nd?”

“Yes, sir.”

“Would you say that you received this money via wire transfer?”

“No, we got together me and Ms. Swift.”

“That she paid you?”

When asked how he got the money, Defendant answered, “Cash from her.”

That is not true. I did not see Ben in April. He was sent two money grams totaling \$10,450 on April 15. He said he had completed work and needed to be paid. I gave Mr. Henry copies of those money grams.

“This would have been in April 2016?”

Defendant: “If you just let me look at her statement **(I am chuckling. Where are his records?)**, I could give you the exact date. Then we don’t have to back and forth cause it’s in her statement.”

“It’s in her statement. You want to have a look at her statement?”

Judge, “You’re letting him find it or...”

Mr. Henry, “Well, he says that if he sees the statement, he can find it.”

Judge, “All right. Go ahead.”

Mr. Henry, “So I’m just letting him.”

Defendant could not find them.

Explanation sent to Defendant regarding his payment via two Money Grams. Emailed 4/15/2016.

4/15/2016 Payment

Bars	BZE	AM
	\$5,900	
Gutters	3,040	
Ms. Margie's Livestock	885	PA in full
5 metal screendoor \$125 each	625	4/15 \$2225 5084970 4/15 \$3000 MoneyGram
Total	\$10,450	\$5,225 +\$60 fee



I Have Been Hoodwinked

After I sent Ben the email below, he called and asked if I needed him to pick me up at the airport. I informed Ben that I had made other arrangements and would be staying in the city until the container was ready.

Sun, Apr 17, 2016 at 6:55 AM

Container is scheduled to dock on April 27. I am flying in on the 27th and will stay in the City awaiting call from Broker to meet at Customs. Hopefully it will be ready on 4/28. As soon as it is released from Customs, it will be driven to BL.

Again, I cannot confirm dates. I am relaying what I have been told.

Let me know if your men will help with the unloading.

Ben suggested they would, and there would be no charge for his men if the container came during a workday.



Defendant's Paragraph #25

"In or about April 2016, Ms. Swift arrived in Belize and visited the construction site. When she visited she was very upset that all projects were not completed. I explained to her that June 7th was our first deadline without many changes and add-ons, and that things were close to completion. However, she was very upset and she insulted and berated me for not finishing on time and not doing things the way she wanted them. I expressed that I felt her behavior was unwarranted given the deadline had not passed. Our working relationship became strained in the following months."

On April 27, 2016, I arrived in Belize City. I never told Ben I was there, and I never saw Ben in April. I never set foot in Bermudian Landing until May 5.

The working relationship became strained on May 5, 2016, when I realized I was duped. Nevertheless, read some of our email conversations in May and see if they support his testimony.

Defendant under examination from his attorney, testified that "the argument period started April and May."

His attorney, "**It started in May?**"

"Yeah, we were fine before then?"

Attorney, "But just during that time..."

Interrupted by the Judge, "Did you just say the argument period **started in April?**"

"Yes, Ma'am."

Moving along. The Judge referred to Defendant's statement where he said I yelled at him in May and would not allow Antwan to let him in the building. He waited 30 minutes.

Judge, "I am sorry. You said she turned and yelled?"

"Yes Ma'am. I guess her power of the place, but in a rough manner. I respond to her, her issues of the time period of the project and we could be working at the same time. Next in September we met. She don't speak to me on the compound. That was the only time she speaks to me on the compound. Bidding evening, bidding morning, no response..."

I am confused.



On April 29, 2016, I called Ben (pretended to be in the United States) and informed him that I would soon be arriving to Belize. The container will be delivered in a few days. Items are labeled for upstairs, downstairs, Guest House #1, Guest House #2, garage, tower, and Enrichment Center.

"You do not need that much space."

"Yes, I do. Everything will go in its right space."

"How big is the container?"

"Forty feet."

"All that stuff can hold upstairs."

"But I don't want it all upstairs."

"Okay, boss."

unloading. He charged \$180, full day's work for four men when they only worked four hours, even though it was a workday. I did not argue when he presented the bill on May 6, 2016.

My friend reported that Ben started a conversation, commandeered the list from her, and sent things where he wanted them to go.

Mrs. Logan's Report

On May 5, 2016, Ms. Swift called me. She was at the Port of Belize. The container with household goods was cleared, but she was waiting for the paperwork on the vehicle.

She asked me to go to Bermudian Landing and receive the container. The driver would have a list that showed where each item should go.

I went to Bermudian Landing. The driver arrived and gave me the list.

A man showed up and introduced himself as Ben. He told me he was the contractor and that his men will be unloading the container. Three men came with the container to unload it.

As each item was removed from the container, I checked it off on the list, and told the men where it went. It was either upstairs of the two-story house, downstairs of the two-story house, Guest House #1, Guest House #2, school, or storage area under the tower.

Then Ben took the list away from me. As items were unloaded, he sent them where he wanted them to go. He did not even look at the list.

I was not pleased. I told him that Ms. Gloria wanted me to handle, and I will let her know that he took over. He said, "Mommy, don't be like that."

I stayed by him because another one of my responsibilities was to make sure nothing left the premises. During that time, Ben volunteered that he was working for a lady in Cayo and she fired him when the job was almost completed. After that, he told me, "Ms. G is a good boss. She paid ahead of time."

I replied, "I know. She told me."

When Ms. Swift arrived, I told her what had happened. Later that evening, before she left for the City, Ms. Swift and I checked the buildings. This is when she realized that Ben had lied to her. As we went through each guest house, she was identifying the problems. There was no plumbing in the guest houses, they both had one door instead of two, the windows were dirty, the washer and dryer area was missing from guest house #2, and the verandas were messy and filthy, to name a few.

We went upstairs of the two-story house. That was the worst. From the bottom of the steps to the veranda upstairs, it was awful. Paint was splattered on the veranda; the

veranda appeared to be two-toned, there were cracks everywhere; no locks on the bar door; electric wires hanging from the ceiling; the walls needed painting. Construction materials were stacked downstairs.

Ms. Gloria was very upset. She said she was going to talk with Ben.



While Mrs. Logan and I walked around the premises, Ben sent me text messages:

May 5, 2016 5:07 P.M.

ok boss talk in the morning

I did not reply.

May 5, 2016 5:57 P.M.

R u ok boss

I did not reply.



Items Discovered Missing

May 6, 2016

Boxes were all sealed as shipped. Not one box was opened at Customs. Most of the boxes shipped were checked off as they were unloaded from the container. When Ben took the list from Mrs. Logan, he did not check off any of the items.

On May 6, Marcella and I returned to the premises about 5:30 in the morning. We worked one box at a time, matched it to the export list, and carried the box to its proper location.

One by one, I grabbed a box and checked contents against the list. Surprise! Boxes were already opened. Boxes were missing. Items were missing from boxes. Marcella commented, "Items had to have been stolen last night."

Based on the judge's oral comments that other people had access and opportunity, she did not understand when we discovered the missing items. Who are these people that showed up the night of May 5? Who was responsible for the security of the property? Two attorneys said, "Ben was." He still had the keys. The buildings were not turned over to me as completed.



Ben Presented More Bills without Receipts

May 6, 2016

Ben met Marcella and me under the shed about 10 A.M. He handed me pieces of papers. I did a quick addition and it was almost \$8,000 for work he had completed going back to January 2016, and this time I was short on patience.

“What have you done with my money? You were fully paid on March 2 when you said all work was completed. Two days after you said to hold the lesser amount, you sent me this crazy message ranting and raving like a lunatic. I told my family ‘Ben is either broke or high on drugs.’”

“I may be broke, but you don't have to tell anyone that.”

“You were overpaid, and you know it. When was the last time you worked on this place? You know we did not have to pay everything before we inspected the work. Look at the amount of money I paid you, not to mention paying you ahead of time. You said everything was finished. You lied and lied. There are no locks on the doors. What the hell did you do with the fourteen packs of locks that we left you in the barrel -?”

“You did not leave me any locks.”

“Yes, we did. When we showed you the barrel with the locks in December, you said, ‘That's too many locks to deal with. I will use my own locks and when you guys come, you can tell me where you want your locks.’ We came here and there are no locks on the doors.”

“I did not find any locks. You did not leave me any locks.” He pranced around. The man was high as a kite. He once told me, “I can't function without my roll and beer.”

And I had responded, “Do not do business with me when you are on drugs.”

He continued, “Look, Boss, you worry too much. Everything will be taken care of. Just send me more locks.”

“Ben, this is totally unacceptable. You are a liar, a thief, and a con artist. I overpaid you good money and you disappointed me. Ben, look how many locks we sent you. Right now, we are concerned about the missing items. Boxes are missing and items are missing from boxes. Our stuff got stolen. So far, we are missing 2-24-inch TVs, 2 microwaves, two boxes; my China - they took the China and left the wrapping papers in the boxes. You said, ‘No one will steal the stuff.’”

“A friend told me they stole the stuff at Customs -”

Marcella and I jumped up at the same time. “That’s a lie.”

“G and I were right there,” Marcella continued.

“Nothing was stolen there.”

I took over. “No one told you anything. Look at the money I paid you. You told me the buildings were ready. Had the buildings been ready with locks, everything would have been placed where it should. Look at the cheap-ass bars. You told Roswell to give me the best quality material. You told me ten times that you did not want the job to install the bars. Yet, when the money came, instead of calling Roswell, you pocketed the money and gave me materials that cost half the price. How could you do that? Look at all these issues (I flash the list before his eyes) that need to be corrected. Besides your workers, we are hearing about all the different women who spend night after night here. This is not Hollywood and Vine.”

Ben stopped prancing. “Who told you that?”

“You know it’s true. I do not want to hear any more about women coming in here. This is not a house of ill-repute. I knew something was up because since I sent you money on April 15, I haven’t heard from you.”

“You are difficult to talk to.”

“What? Because I questioned why you billed me for screens for the doors when the price of screens was included in Roswell's price? That is the other thing, you stole the job from him and replaced his high-quality bars with cheap-ass bars and you pocketed the rest of the money. You do not like it when I question you on these cockamamie bills you send. What did you do with my money? You billed me for work that was already paid for. To top it off, you get angry when you are questioned about my money.”

“I was going to ask you for \$3,000 advance on the other projects that have to be done.”

I did not respond to his comment. “I have another concern. You gave me estimates for all these jobs and payments were made in full. But you kept sending bills for this and bills for that. On March 2, you said, ‘Everything is completed.’ I sent you the final payment. On April 7, you sent another bill for ten thousand dollars. You said that I owed you for jobs you did and for materials that you had to buy. I sent you the money. Then you mentioned on the phone that you have more bills to settle but you had to explain them in person. Now you gave me bills for more money.”

Ben continued to pace up and down. After a few seconds, he left the premises.

About 2 P.M., Ben returned and joined Marcella and me under the shed. “Ok Boss, can we talk?”

Marcella got up and walked behind him.

“Boss, things will get done. I ran a little behind –”

“Ben, you are plenty behind. There is no plumbing downstairs or in the guest houses.”

“The plumber is coming next week.”

“Look upstairs. Wires are dangling from the ceiling. I do not want my mother to come here and stay in these conditions.”

“Don't worry boss, everything will be fine.”

“Do you have the bank statements? Look how many times I asked you to send me how much money you received so I could calculate the conversion shortage. You never did.”

“I have the bank statements right here, but I can't read them.”

“I will show you.” I showed Ben how to read his bank statements and paid him for the difference in conversion rates, \$960.88, for money wired January through March 2. We went over his bill for almost \$8,000. I paid him \$5,000. I asked him to send me a more detailed explanation of his charges. “You need to go back and put these items on one piece of paper.”

Ben said, “Okay,” and left.

Minutes later, he sent me a text message:

May 6, 2016 3:30 P.M.

ok boss yo miss mi already

I did not reply.



The Shower in the Master Bathroom Does Not Work

By 4 P.M. on May 6, Marcella and I decided we have had enough for the day. I went to take a shower. There was no water. I jumped out quickly, grabbed a bucket, and retrieved water from the kitchen sink.

Later that evening, Ben was back. I called him upstairs. “I tried to take a shower but there was no water.”

“Oh, yeah, I know the water is not working. The pipes are clogged up with pebbles or stones.”

“Why didn't you fix them?”

“No problem Boss, I will take care of it.”

I scolded him again about all the money he was paid, yet the work was not completed. I reiterated most of what I told him earlier in the day.

Ben had no answer. He looked at Marcella, then at me and said, “See you in the morning, Boss.”

Ben walked away. He met up with Antwan Lord at the gate. They talked, after which, Ben jumped in his vehicle and drove off.



Cross-examination of the Defendant Regarding Plumbing Issues

“...She had asked you to address that issue, the issue of the plumbing in the master bathroom, isn't that correct? Didn't she tell you that based on her observation that it wasn't working.”

“No, sir.”

“She never said that to you?”

“No, sir.”

“Did you become aware at some point of the fact that this plumbing isn’t working in the master bedroom?”

“No, sir. We always use that plumbing.”

We? Who is he talking about? Ask him.

“So the first time you learn that there was an issue with that was when?”

“When I was there, as I said, it was the valve cover.”

“The first time you learn that there was an issue with the plumbing in the master bedroom in the residence upstairs was when?”

“Define ‘issue with the plumbing.’ Could you define “issue with the plumbing” of the bathroom?”

“I already told you that the water wasn’t coming out of the shower. That’s what I’m referring to.”

“Never did aware of that.”

“Up until this trial?”

“Up until today.”

“Until this trial?”

“Yes, sir.”



Five years later, the cold-water faucet was still not working. When turned on, little or no water drips out. Then Quincy, from Plumbing Solutions, identified the problem after breaking the wall outside the bathroom. The valve to the cold-water faucet is filled with pieces of cement. It was not an easy fix. Pipes were running every which way; pipes were glued together to form a circle. **Judge Graham, this is why the cost of the cure increases.**



When it rains, the stench from both bathrooms upstairs will kill you. The smell seeps throughout the upstairs. We must open windows and doors, burn scented candles, and sit there to prevent accidental fires. Quincy discovered that there were no running traps in the shower stalls.



Discussion with Sam, the Electrician

On May 6, after 8 P.M., Sam arrived with a friend. I had telephoned him to come and help me because the electrical work was not completed.

Let me digress. In July 2015, I recommended him to Ben. In October, I asked Ben if he hired Sam. Ben said, “No, he could only work weekends and I needed him during the day. I got someone else.”

Fast forward. I explained to Sam that I had paid Ben \$10,500 for electrical and another \$8,400 to upgrade the meter bank, plus another \$675 squeezed in subsequent bills.

Sam jumped out of his chair and headed for the door.

“Where are you going?”

“You paid Ben what? In August, BEL charged \$1,500 and had to come back twice. I offered to wire the whole compound for \$4,000. Ben said, ‘That is too much.’ I cut it in half. After I did some work, he gave me a few hundred dollars. In October, I asked him for the rest of my money, and he said, ‘The job is on hold for six months. They ran out of money.’”

Marcella intervened, “Ben is lying. They did not run out of money.”

“No, we did not,” I confirmed.

Sam continued, “A few months ago, I noticed workmen around here. I came and asked Ben for the rest of my money, and he started yelling, ‘I paid you already. I don’t owe you any money.’”

“I can imagine. He goes off when he is cornered. He does that to intimidate. Realizing his MO, I do not back down. What do you want me to do?”

“I already spoke with my wife. I won’t do anything.”

Sam and I continued our discussion on the incomplete jobs on the premises. Then he asked if I had spoken to my nephew Peter.

“No. Why?”

“If it is not covered up, there is a problem with construction in the kitchen area. I was here one night when they ran out of materials and slapped things together.”

After he left, Marcella and I went to investigate, but everything was sealed and painted. We did not know what we were looking for.



Ben Provided Information Regarding Bills Presented on May 6, 2016

May 6, Ben presented several pieces of paper. The next day, he sent an email with the items on one piece of paper as I requested. We will examine the bill carefully with comments after each item.

Saturday, May 7, 2016, 11:09 AM

hi ms g I put all the stuff on one paper to help you do your final figures

Fence (uncle Jeremiah and helper) \$350
Uncle Jeremiah did not work additional hours on the fence

2 week helper for bushes after uncle Jeremiah finish cutting (2 man) \$600
Uncle did not cut anything.

3 week of helper for Antwan (30.00 a day) \$450
Asked why he needed a helper, Antwan said he didn't need one.

1 week to dig out and cut out berry tree \$150
Antwan said he knew nothing about this.

1 load black dirt/1 load topsoil \$400/\$225
*What were these materials for?
Antwan knew nothing about them.*

2 trip bz (75.00 each) lands bz	\$150
<i>Ben never went to Land Department in Belize</i>	
3 belmopan trip (150) 1 for gun and 1 for 2 land dept	\$450
<i>Ben gave the broker one page of a two-page document, and he never went to Land Department in Belmopan; maybe Department of Foreign Affairs?</i>	
1 Cayo trip for all plants/grass/chicken/sheep	\$200
<i>Ben sent a bill and was paid \$885. Antwan got the chickens from the Mennonite in a nearby village, sheep from Uncle Jeremiah, and grass seeds and plants from nearby farmers.</i>	
3 kitchen size window for cement guest house	\$390
<i>Guest house only has one kitchen size window</i>	
1 bathroom window for zink guest house	\$130
<i>Ben charged and was paid for a bathroom window on April 7, 2016</i>	
1 gal poison	\$129
<i>Antwan was given \$400 on May 6</i>	
Meter and \$200 deposit for zinc house and puc paper	\$600
<i>Ben received \$8,400 for meter bank; cost \$1,500 to set up 6 meters (his idea), then \$3,800 for electrical. What did I pay for?</i>	

1 new toilet for cement guest house	\$450
<i>We left him a new one; he installed an old one; now charging for another one.</i>	
1 shower stall for cement guess house	\$900
<i>We assumed tiling and shower head.</i>	
Tile around watchman tower	\$100
<i>Margie had already paid for this; Ben collected twice.</i>	
50 bush stick for front fence	\$250
<i>None was needed; Uncle and family finished first week of Jan.</i>	
Board behind exiting doors	\$210
<i>Collected May 6, but did not do</i>	
2 each outside pipe for two guest house	\$150
Completed.	
2 light/2 outlet for shed	\$400
<i>Paid on 5/6 but since he stopped working, I told him to give money to Sam</i>	
Add an outlet to one room for the computer	\$ 75
<i>In March, he said no charge.</i>	
Septic for zinc house	\$1,200
<i>Charged for Plumbing in the estimates</i>	
Ben did not include the money he was paid for three lunches	\$141.10
Charged for workmen to unload the container.	\$180.00

**Conversion difference from January to
March \$ 960.88**

Paid May 6, 2016

On May 6, he was paid \$5,000; May 26, \$3,788.78

Email from Ben May 10, 5:39 PM

*“... am i to cheak on cabinet or is any of the job in
my estimate approve, I was call by miles today to
speak one of my work man, to estimate one of the
job that I send on sunday that was so funny, I
don't what to say, pls just let me know what you
doing. r u sending any money for me this weak?*

Ben was not getting any more jobs, so I was not sending any more money. I am sure he was referring to the balance from May 6, but I was going to hand-deliver that.



Supervision for Ben

May 7, 2016

Miles was hired on May 7 to supervise Ben. A little too late but just maybe, Ben will finish the jobs. My plan was to call a meeting, introduce them, and explain each man's role. However, just after the contract was signed, Miles left me in the city, went to Landing, and confronted Ben.

Ben telephoned me frantically. "Who is this person? Some big gorilla showed up and claimed he was my boss, and I am to report to him from now on."

Oh, my! I drove quickly to Landing, but when I arrived, Miles was gone. Ben was there. "Ben, that was not the plan. That's not how I do business."

"It's cool. We talked. Why did you have to hire him?"

"You said that you had not given me a report in weeks because I was difficult to communicate with, even though you know you are lying. You do not like to be challenged when you send bills for fictitious work. And you have not done any work since December. I cannot be here to supervise you. That is Miles's job. Get the work done."

"Okay, but you did not have to hire someone. We could have talked about it."

"I told you before that you are not to talk to me when you are high on drugs. It damages your brain, you spew off junk, then you don't remember anything when the drugs wore off."

"So, you say."

I handed Ben a list of items that needed to be corrected and informed him that Miles also had a copy. It is the same list from March with more items added. Below are some of the critical items on the list.

“Look at this list.” Ben paced up and down under the shed as I read off from my copy of the list:

“You charged me \$990 for a vat and money to build the slab for the vat, but there was no vat and no slab. In fact, pipes are leading nowhere. You did not need a new vat and slab. The two guest houses were supposed to be side by side and use the septic and water tank that were already there. You changed it and billed me for the changes. When I questioned you about the changes, you were furious and acted as if I was spending *your* money. You should not have made changes without contacting me.

“You gave me a bill for a new meter when I told you a million times to use the one that was there.

“You charged for a pantry door, but no door.

“You charged for four doors on the island, but there were only two openings.

“You charged for an enclosure on Guest House #2 for washer and dryer, which is on the drawing, but you did not build it. When asked about it, you sent me another bill for \$4,800 to build it.

“You charged for two doors on both guest houses but only built one.

“You charged for shelves in Guest House #1, but there were no shelves.

“You charged for a wall in the garage for storage but did not build one.”

“Ms. Margie told me not to build a wall.”

“You are lying. We both explained to you why you need to build the wall. You cannot even stop lying. Back to the list:

“You charged to add bars and one-way mirror to the gift shop but cemented up the whole thing.

“You charged for bathrooms downstairs and in the guest houses, but plumbing has not begun.

“You charged for completion of steps and veranda, yet the steps and landing need to be dressed and the two-

tone cement on the veranda need to be redressed. Look at the darn list and get the work done.”

“Yes, Boss, the work will be done.” Ben walked away.

“You got him, G,” said Marcella.

“The man is high as a kite. Just listen to him. He had no idea what he was talking about.”

Cross-examination regarding the hiring of Miles follows:

“Did it surprise you that she would have asked you to leave the property and then employ somebody to look over you so that you could finish the work?”

“She employed that person before me.”

“Let me backtrack. You know Mr. Miles Stanford, don’t you?”

“Yes, sir.”

“And you are aware that when Ms. Swift came in May of 2016, she expressed dissatisfaction with the pace of the work. Isn’t that correct?”

“Yes, sir.”



Ben acknowledged that he was not informed someone would be hired to supervise him. Miles and his fiancée had seen the condition of the place. She works for the Court and had made some suggestions on how to handle Ben, legally. Since I was leaving within hours, she suggested that Miles was available and could supervise the completion of the work.



Cross-examination continued:

“Did you inquire of her why she would employ somebody to supervise you finishing the work whilst at the same time asking you to leave the property?”

“That was not the same time.”

Back and forth they went. Defendant claimed he met Miles Stanford in April. Mr. Henry told him it had to be in May. The Judge intervened to clarify the date. Defendant told her that it was in April, and that he disagreed with the attorney’s date of May. Once the attorney reminded him that Ms. Swift was there in early May to claim the container, Defendant responded:

“All right, well, end of April, early May. So that’s better clarification. I could give you an exact date if you tell me...”

“So you accept that it was around that time that she hired Miles Stanford to supervise you?”

“Yes, when she hired Mr. Stanford, so it’s early May end of April.”

“Would it have surprised you that having told you to leave the property on May 27th or Mr. Antwan having told you on her behalf to leave the property on May 27th, that she was asking you by e-mail of May 29th to please complete the job? Does that appear inconsistent to you?”

“Eh no surprise me.”

“It doesn’t surprise you?”

“No, sir.”

“Do you see any conflict between her asking you to leave and her asking you to finish the job? Do you see any conflict between the two?”

“Not knowing her. That’s how she operates.”

“Not knowing her. That’s how she operates?”

“Yes, sir. That’s how she operates.”

“You admit that she had paid you in advance, isn’t that correct?”

“For?”

“She had paid you in advance?”

“For?”

“For the construction works, Mr. Betancourt.”

“Yes.”

“Given that fact, you are aware that she couldn’t just go to another contractor because you already had her money. Isn’t that correct.”

“Yes, fair.”



The Hammer Came Down on Ben

I left Belize early in the afternoon of May 7 and returned to America. I updated my sisters and sent Ben an attachment via email:

May 7, 2016

Hello Mr. Betancourt,

Based on today's meeting the following have been decided:

- Approval must be granted for any activity/work/changes of \$100 or more.
- Invoices/receipts must be presented for any payments of \$100 or more.
- No additional monies will be paid to Antwan except his current salary.

For the future: all estimates showing miscellaneous - we need more clarification - what specifically is the money used for?

This makes good business sense and then no one will be surprised.

When you receive something from me, please look it over carefully and ask questions right away.

Defendant testified that "...she said that she has stopped pay...she put a stop to me to my payment and I sketch (inaudible) so she didn't want to hear nothing from me about payment, things owed. She actually stopped, made that decision that she is not going to pay me nothing else."

I have on my attorney's hat:

"Please read the note (above) that she sent you on May 7, 2016." After he reads it, "Please tell the court in your own words your understanding of the note."

"Why do you think that note was sent to you? Wasn't it because on March 2, 2016, you called and announced that all the jobs were finished, but after receiving final payment, you billed for work you said you did, but did not do? She paid you for those on April 15 and May 6. Did you give her a receipt?"

Do you think if you gave her a receipt you would remember being paid?"

"If she owed you, why did you keep sending estimates for other jobs?"

Ben received the attachment. See below. He is requesting confirmation since it was over \$100.

May 23 at 6:39 AM

MS G IF YOU NOTICE when you come the two guest house electrical was already finish, the electrician is charging me 75 to take down the light and install a fan you have 6 fan which is a total of \$450.00 I need confirmation on that since it over \$100.

No approval given.



Ben tattled that Miles was not around.

From Ben May 21 at 8:31 AM

... I did not see Miles around.

Miles reported that Ben never showed up on the premises and when he called him, Ben whined a lot.

Neither man that I received daily reports and most of the time neither was there. It is understandable that if Ben did not show up, Miles did not need to be there.

When I scolded Ben on May 6 and 7, he knew I was right. I only mentioned “facts.” Despite his Witness Statements of all he said, he did not argue back or defend himself.

Even though Miles was hired on May 7, Ben and I communicated by email or he would call me, although the number of phone calls decreased. I remained civil because I had already paid him, and I needed the jobs completed.

Ben Submitted Four Additional Estimates

Ben had previously submitted two estimates for jobs he wanted and now four more have arrived. He should have been challenged on these. “Why are you asking for more work when you can't finish the ones you have?”

From Ben - Note: Pls read all estimate

Estimate to dig out trench from watchman house to all house to facilitate camera system and install pipe, string the wire through and strap them on all house.

Material			
70-25 mm pipe			\$210
24 strap			\$12
70-25 mm sleeve			\$42
Material	\$264	Labour	\$650
		Total	\$914

Estimate to build a cement/tile wash hand basin the facilitate 2 person (3x2) beside the shed

Material	\$250	Labor	\$250	Total	\$500
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Estimate to build a wash house (5x10) with shelf

Material			
4 yd gravel			\$280
6 -1/2 steel			\$162
18 sack cement			\$315
6 heal strap			\$ 42
4 -7 ft zink			\$196
Zink screw and fone			\$ 70
Lumber for roof			\$250
1 gal paint/1 gal primer			\$160
Plubing – utility box/drain-pipe etc.			\$175
1 bar door			\$750
Electrical, 1 light/2 outlet/2-breaker/wire and pipe from zink villa			\$400
Material	\$2800	Labour	\$2,000
		Total	\$4800

Estimate to dig out a tree stump, build a 2 block/5 ft chain link fence/plaster and paint (355 ft fence)

Material			
Dig out/cut and take out 6 tree stump			\$900
3 load construction mix			\$2,100
110 sack cement			1,925
1 load white sand			425
30 ½ steel			825
3/8 steel			487.50
550 - 6” blocks			1,210
6 roll 5ft chain link			1,560
18 length 1 5/8 fence pipe			1,080
18 length 1 3/8 fence pipe			540
Fence fitting			300
2 bucket paint			700
2 bucket primer			150
Mes (tying wire/nail/roller/brush			150
Material	\$12,752.50	Labor	\$6,500
		Total	\$19,252.50



Electronic Communications

Emails between Miles and I in May:

From Gloria

May 9, 2016 at 6:01 PM

Priority: I am concerned that things will be stolen unless that place is secured. I am not sending you to jump over Ben, yet. We can't fire him because he has been paid in full for everything.

1. He needs to get the garage door installed and working.
2. Shelves need to be built and be ready for usage May 26
3. You can see what needs to be done upstairs and downstairs.
4. Keep an eye on workers. I wouldn't be surprised if they are not into those boxes. My sisters say there are 2-24 inch TVs.

May 11, 2016 at 4:11 AM

People

[Gloria Swift](#) Good Morning, Did you call one of Ben's worker to discuss the estimate? I would not be checking with Ben's workers for anything. I thought you were talking to your friend about it. I am too old for controversies. If I have to take a leave of absence to babysit my projects, I will do it

From Miles, May 11, 2016 at 7 AM

morning the guy I talk to is also someone I know and I got his feed back, ben is trying to twist this around. why would I ask (his) worker for help? I'll deal with that myself. Ben invited me to his office to see the estimate sheet that he has to try let me see the differences in your own. I agree that some things where changed as you told me, also the following where not done and according to him discussions that you, him and Marge had concerning the door, garage door is still not up, I asked when it will be up. I was told Friday.

From Miles, May 11 at 8:40 PM

*Night received your email. I won't say anything
him about contacting you the sneaky way. **He told
the guy to add \$200 for him** if I gave him the job
which at this point is a (no)*

*Antwan talks n u listen to what n how he says it.
He sees what everyone is doing n saying. They all
play a game you just have to be better at chess
than them n i am. I will go by tomorrow and see
how things stand. Ben wasn't there today.*

*I will send pictures of where the gutters should be
and aren't.*

Some emails between Ben and I in May

I scolded Ben on May 6 and 7. Oh, by the way refer to his testimony about our relationship in April. I did not see him in April.

From Ben, Thursday, May 12, 2016 11:49 AM

*ms g I want you to know in all of my bickering and
my attitude like a his e fit.', you smile/lane jokes,
ha ha your liveliness your friendship and all your
effort could never gone to waste. Thanks – your
friend*

From Ben, May 14, 5/14, 1:37 pm

Happy mother day ms G

From Ben, 5/14/2016 4:07 pm

Miles just called me about garage door so i send pic it up already but we need to tension it tomorrow

From Ben, May 14, 4:38 PM

Miles just call me on progress of garage door...send pic on messenger, when the menonites come Friday I will invite miles so they can give him there price, they don't do complete invoice, they don't install and they don't dillever I will have to pick then up in bz. don't worry tho, I got this,

From Ben, 5/14, 9:10 pm

Hi how is ur Saturday night

From Gloria, May 14, 2016 at 9:23 PM

I haven't spoken to Miles, but the family is worried. We know the cabinets will not be ready, but we are suggesting that you throw all resources into the residence and restaurant. I will be in hog heaven if upstairs and downstairs are finished completely when I get there in two weeks. Is the garage door completed and working? What about the shelves? Is it secured so I can unload some of the boxes and find the missing items?

From Ben, May 15, 10:55 AM

it dose not matter which heaven you go, hog/chicken/cow. heaven is still the best place,

*smile I got y oms g. it might not seem so right now
but I have your back from we started this project.*

From Gloria, May 15 5/15, 6:40am

How much is a power saw in belize? I checked Benny's and Habet. Habet wants you to register and Benny's didn't show them.

Cabinets: After Friday, we need to know how much you will charge to pickup and install.

From Ben, 5/15 at 7:22 am

*I see the same brand of saw at Habet and Habet
...Have a good day.*

From Gloria, 5/15, 7:21 am

Went over my records regarding the locks. We pulled all our receipts. We bought a total of 35 sets of 4 in a pack. The 14 sets we kept referring to were packed in the barrel with the two medicine cabinets. We remember you said you wouldn't touch them until we came because here were too many locks. That was December when Ms. M packed them. October 30, you bought 2 entry single \$44, 1 privacy \$15, 4 combos for \$400. As you can see, I always try to resolve discrepancies. I never threw any papers away. I will bring seven sets. Not restarting an argument. Just letting you know what we found out. Maybe some locks are lurking around in another barrel. That's why I am returning to check things out to minimize additional costs.

From Ben 5/15 at 7:24 am *Ok ms g*

May 21 at 7:22 PM

*Ms g your thing r safe, the ams is for your confort only
it that what you want do, no body steal your locks,
nothing has lost out your school y can you see that
your interested is all we r trying to do from day one.*

From Ben, May 21, 8:41 AM

**the Mennonite cancel out on me when I went to pick
him up, they want me to draw the cabinet with all
dimension and size of kitchen and appliances and
bring I for next Friday cause they r full this week**

May 25, 2016 7:00 A.M. Text from Ben:

I dream about u last night, hmmm

I saw the text when I arrived in Belize. I did not respond. Marcella thought it was funny. I did not. “Which Ben is this, the sober one or the high one?” I asked.

Marcella laughed even more. Once she saw my face, she stopped. “Ms. G. What's the alternative to laughing?”

All I thought about was the damage drugs do to the brain, especially one that “needs it three times a day like you need three meals.”

**Do the above email communications align with
Paragraph #25?**



Back to Belize on May 25, 2016

First Hint of Foundational Problems

Unbeknownst to Ben, I made a surprised visit on May 25. Miles picked me up at the airport, and we arrived in Bermudian Landing late in the evening. Upon our arrival, Miles said, “You cannot enter downstairs because while the men were about to tile, they found problems with the foundation. They had to re-cement first, and the area is wet.”

We went upstairs by way of the external stairs. Marcella was already waiting. After Miles left, Marcella and I walked the premises, and it was obvious Ben had not done any work since May 7.

On my way home from the airport, I passed my Cousin Pilar on the road and waved at him. About 30 minutes later, Pilar stopped by. We sat on the veranda and talked about problems in the construction that we observed. Then he said, “Cuz, I told my pastor that Ben is working for my cousin. Since we will build a new church, I suggested that he used Ben. Cuz, Pastor said, “No. No.”

Pilar gave me some information. It was too late. I told him that before I hired Ben, he mentioned that he had left the Adventist Church, but I did not follow up to ask where the church was or who was his pastor or why he left.

Next, I mentioned that Ben had promised to check with the Mennonite about building cabinets for the kitchen. He said the Mennonite would only come up to Bermudian Landing on Fridays. I contacted Ben May 14 and May 21. Each time, he reported that the Mennonite was busy, and he will do it the next Friday.

“When do you want these cabinets?”

“By next month.”

Pilar pulled out his phone and dialed a number. “This is Pilar. I have someone who needs your help.”

I spoke with a man and explained what I wanted.
He asked when I needed them. I said, "Yesterday."
He said, "I am in Cayo and can be there next week."
"I am leaving in two days."
"Okay, let me see what I can do."
After he hung up, Pilar explained that the man is his
first cousin by his mother's side and has been building
cabinets for decades.



Conversations with Antwan Lord

May 26, 2016

On the morning of May 26, Marcella and I left for the city about 6. We returned to Landing about 2 P.M. We did not see any workmen. Antwan Lord approached the vehicle. I told him that I needed to get into the Enrichment Center, and he escorted me over. I did not have any keys for any of the buildings.

On our way, we passed by the shed where a dark-skinned Hispanic woman was seated. "Is that another of Ben's women," I asked.

Antwan's brief response was "Hmmm."

Once we entered the building, I mentioned that I left Ben two barrels with items for the buildings. One barrel had 14 sets of locks and now Ben is telling me that I did not leave any locks.

Antwan volunteered, "Ben had the locks."

The barrels were not where Margie and I left them in December, and items were hanging out of some. I mentioned to Antwan that all these barrels were locked and labeled. "Now, look at them." Antwan did not say a word.

Months later, I found one of the barrels on the premises filled with berry wine. Antwan was in the wine-making business. The property is loaded with blackberry trees.

On our way back to the main building, the woman was not there. I said, "She flew the coop." Antwan did not answer.

I continued, "What's been going on around here? No work has been done since I was here last."

“Ms. Gloria, I keep telling Ben to finish the jobs. He told me that you paid him ahead of time. So, I told him to do the lady's work.”

“What was his response?”

“Well, he said he will do it, but he hasn't started yet. I will talk to him.”

“Okay, see what you can do.” As we continued to walk, I asked, “Do you know Ben very well?”

“I met him recently, but we don't hang out.” Did Antwan forget that Ben introduced us in June 2015?

I joined Marcella upstairs.



A Very Creative Series of Events

Paragraph #26

"In or about May of 2016 (Ben never had specific dates) my workers and I arrived to the construction site and Ms. Swift was there unexpectedly. I observed her talking to the security guard who had keys to the premises (Ben had keys; remember he was living in the building) and waited for about thirty minutes and eventually asked the security to kindly open the work site. Ms. Swift informed me that we had to wait until she finished speaking with the security guard. I told her per her request, we were trying to complete the job as fast as we could."

Paragraph #27

"She drew my attention to work she called defective, but I informed her that whatever she thought was defective was simply unfinished, and that in any event, we were still within our original timeframe for completion. I was still going to try my best to have the project finished by June 7 of 2016."

Paragraph # 28

Over the next few days, Ms. Swift and I had similar tense interactions, during which she accused me of lying to her, taking her money and even stealing certain items of property. However, I never stole anything from her nor did

I charge her for work that I could not account for. I was honest with her at all times during the course of my work."

Paragraph #29

"By this point some of my workers had already expressed frustration to me because of Ms. Swift's hostile behavior. However, I always encouraged them to finish the job because the materials had been purchased and we could finish within the time-frame."

Paragraph #30

"Eventually, Ms. Swift requested that I leave her property and cease all works because she could no longer tolerate me on her property. I told her that I remained willing to at least finish all the jobs I was contracted for, but she refused and very angrily told me and my crew to leave."

On May 25, 2016, I did not see Ben when I arrived in Bermudian Landing. On May 26, Ben showed up about 6:45 P.M. Antwan tipped him off, I am sure. Ben arrived and joined Marcella and me on the veranda.

"Hi Boss. Ms. Marcella."

"Hello," we both replied.

"How are you, Boss? **I did not know you were here.**"

"That's the idea. What is happening with the work? You have not attempted completion of the jobs since the last time I was here. You were fully paid and ahead of time. On March 2, you told me that all the work was completed. In addition, I paid all those cockamamie bills you sent me.

Look at this place. You took my locks and used them someplace else which caused people to steal my stuff.”

“I have it from good authority that they were stolen at Customs –”

The locks were left with him in December 2015. How could they be stolen from Customs on May 5, 2016? Antwan told me earlier in the day that Ben had the locks.

Marcella and I barked at him at the same time, “No.” Marcella continued, “G and I stood right there. Nothing was stolen at Customs.”

Ben did not look at either one of us. He leaned over the veranda rail and stared below. I took over. “Ben, you took my money and now you refused to do the jobs right. You charged me for things twice. You ripped off the electrician.” That got his attention. He straightened up and looked at me.

I continued, “You charged me \$19,500 for electrical services and installation of the meter bank, but you paid him \$1,500, even though you told me that you did not hire him because of his work schedule.

“You swore up and down that you did not want the bar job, you only wanted the best for me, yet you conned Roswell out of it. You demanded that he gives me quality bars. He brought us the samples which met your approval. I approved the price for quality bars. You saw a way to make more money and installed these cheap-ass inferior bars. How could you do that to me?”

Marcella added, “Ben you ought to be ashamed of yourself. Go back to reading your Bible.”

“No, Miss Mullo. I am not going back.”

I continued, “With all the women in and out of here, it's difficult to tell who stole what. When are you planning on getting this work done?”

“It will be done by June 6.”

“Your deadline was not June 6. My family will be here on the 7th and things need to be done.”

“The work will be done. I don't know if I will see you again. I have to take tourists to Spanish Lookout tomorrow, and I don't work on Saturdays and you leave on Sunday.”

“I need the work done. Here is the balance from the last bill.”

Earlier, Marcella and I had discussed whether I should pay him or not. I concluded that maybe, if I paid him, even though most of it was bogus, he would finish the jobs. I handed Ben an envelope with \$3,788.78. “Do not send me anymore bills.”

“Thanks, Boss. I will get the work done. Don't worry Boss. Everything will be done by June 7.”

“I hope so. On March 2, you said everything was finished and you were paid in full. Then you sent me a bill in April saying that you forgot to bill me earlier. However, on May 6, you presented me with another bill. You have been paid in full. Now I need the jobs completed.”

“Yes, Boss.”

“Whose panties were those in the bathroom?”

“Panties?”

“Yes, one of your women left evidence.” I walked away.



Marcella later reported her conversation with Ben.

“Ms. Mullo, did you see the panties?”

“Yes, I saw pictures of both.”

“Where are they? Give them back to me.”

“I threw them away.”

“Pictures won't hold up in court.”

“Yes, they will.”

Ben stormed off. Soon after he left, Ben sent me a text. ***“Those panties belong to Antwan. You can ask his son.”***

Marcella laughed out loud.

I said, “He can’t tell the truth even if it bites him in the butt.”



More text messages followed:

May 26, 2016 7:23 P.M.

R u guys ok

May 26, 2016 7:24 P.M.

Sorry I forget to ask this even

May 26, 2016 7:33 P.M.

Sorry lot on my mind I have extra mattress there

I did not reply to any of them.

This information was not included in my Witness Statements to the Court.



Before the Defendant was cross-examined, his attorney told the Court that he had a general question.

“...I asked the Claimant yesterday whether after May of 2016 whether she and the Defendant had several

arguments and she responded no, they did not. Mr. Betancourt, how do you respond to that statement?"

"Untrue. The Defendant in May itself reaching at work she showed up unexpectedly one morning. **We entered the compound.** She was talking to security."

Judge, "I'm sorry. You are saying one morning. So you are saying one morning after or in May?"

"In May." Defendant continued, "Yeah, **right after in May.** She was talking to the Security. I gave her about 30 minutes, sit, ate my breakfast. We realized that time was going and me and all my guys was sitting and **I employed the Security Guard if he could open the compound.** He had the keys for the entire area, at which this time, Ms. Swift turned and yelled at me and..."

Judge, "I am sorry. You said she turned and yelled?"

"Yes Ma'am." He continued, "About I guess her power of the place. 'Can't you see that I am talking and when he is ready, he will open the place,' but in a rough manner. I respond to her, her issues of the time period of the project and we could be working at the same time. Next in September we met. She don't speak to me on the compound. That was the only time she speaks to me on the compound. Bidding evening, bidding

morning, no response. In September, she met me in the hardware store Benny's."

Confused? He started off by saying, "We entered the compound." Next, "I employed the Security Guard if he could open the compound." The gate had no lock.

Mr. Henry, "Can you clarify September of which year?"

"2016, after the case."

Judge, "I am sorry. After the case?"

"After construction."

Defendant testified that a part of the reason he could not complete the contract was because he was asked to leave the property.

Defendant, "It forms a part, yes."

Mr. Henry, "It forms a part of the reason?"

"Yes, sir, the work environment got difficult."

"When were you asked to leave?"

"It was in May, the last time when she came, and we didn't talk."

"In May..."

"Yeah, all the argument started April."

"...she asked you to leave the property?"

"She did not say. Mr. Antwan asked me."

"Mr. Antwan asked?"

"Yes, sir."

"Was this in May before the 27 or was it after?"

"This is the same 27th when she came."

"It was the 27th of May she said to you?"

“No, he didn’t say anything to me.”

“Mr. Antwan said to you on 27th of May...”

“Yeah...27th/28th. I’ll give you those two dates.”

Oh man, we could have nailed him. Antwan was not there on the 27th. Ben brought the cabinet maker on the 27th.

Have him read Paragraph #30 to the Court.

Mr. Henry asked him if Ms. Swift did not return on May 26 and paid him the balance from May 6 which was \$3,788.78.

This is May 26. I knew then that the man could not be trusted, and yet I did not get a receipt or have him sign a piece of paper. NO excuse for this payment.

“No, sir. The words spoken between us was recorded early in this court, from a distance yell. That was the only time we talked. We didn’t even have a nice conversation.”

“She never paid the balance of that money?”

“No, sir. That was the last time me and her talk nice. That was the cursing time.”

Did the above exchange make sense to you?

Here are a few suggested questions:

“Mr. Betancourt, your witness Mr. Antwan Lord assisted us with the timeline. Now, in or about May, when exactly?”

“From reading Ms. Swift’s statement, she arrived the evening of May 25. She and Marcella left for town at 6 the next morning. So, she could not have been there early in the morning. When they returned, they met Antwan. The only other person Ms. Swift saw was a woman sitting under the shed. You showed up the evening of the 26th. Isn’t that right?”

“The same evening you told her that you didn’t know she was there. The same evening, she cursed you out again then paid you the balance of that phony bill from May 6. Isn’t that right?”

“That was the same evening you promised her that the jobs will be completed. Isn’t that right?”

“That was the same evening you told her that you don’t know if you will see her before she leaves because you were taking tourists to Spanish Lookout the next day. Isn’t that right?”

“Then after you left, about 7:33 P.M., you sent Ms. Swift a text, ‘*Sorry lot on my mind I have extra mattress there.*’ Do you remember that?”

“But the next day on May 27th, you showed up around 4 P.M. with a man whom you claimed was your cabinet maker. Isn’t that right?”

“Didn’t you join Ms. Swift and the cabinet maker in the kitchen?”

“That was the same evening you wanted to know what the Mennonite looked like because you took him a beer and drank together every Friday night. Do you remember?”

“That was Antwan’s weekend off, so he wasn’t there. If you remember, Antwan testified that you were in Cayo and he got a ride back with you on the 29th. Is that correct?”

“When Ms. Swift talked about the shower not working, you testified that you lived in the house, it was working, that you used it every day. Do you remember that?”

“Where was your key? If you did not have a key to the place, why did you bring a woman with her night bag on May 29th?”

“On May 30, when you sent Ms. Swift an email saying, ‘I am still responsible for that job site,’ why didn’t you mention that you didn’t have a key?”

“Ms. Swift left the country on May 28. Please explain to the Court when you were driven off the property. This time, make it believable.”

“You testified earlier that you handed over the project in June. Tell the Court more about that.”



The Cabinet Maker Arrived with Ben on the Premises

May 27, 2016

On May 27, Antwan Lord left the premises and caught the 6 A.M. bus in front of the main gate. Around 9 A.M., Miles and I visited the Mennonite on North Front Street. When asked, the Mennonite answered that he had never talked to anyone about going to Bermudian Landing. He only works in the city on Fridays.

A week before, Ben texted me a bill for \$100 for his two visits to the Mennonite. I never paid it, and he never asked for payment again.

About 4 P.M., Ben showed up in the Enrichment Center. “Your cabinet guy is here.” I was shocked. What was Ben doing here? What did he tell us last night?

Minutes later, I left the Center and found Ben and a stranger talking by the fence. I introduced myself and said to the stranger, “Whatever he tells you is a lie. Don't listen to him.”

Both men laughed.

The stranger replied, “I am Andy Martinez, your cabinet maker.”

The men followed me into the kitchen. I explained what I wanted. As soon as I stopped talking, Ben butted in, “Are you finished now?” he asked.

I stepped back and he told the man what he wanted.

“Do you two know each other?” I interrupted.

Before the man could answer, Ben blurted out, “This is the man who builds the cabinets for the houses I build.”

The whole time Ben was talking, the man was looking at me. I was thinking, ‘If this is your cabinet maker, why are you going to the Mennonite?’

I volunteered, “I went to the Mennonite this morning —”

Ben interrupted, “What did the Mennonite look like?”

I stared at him but did not answer.

Ben continued, “That's my buddy. I take him a beer every Friday night and we drink together.”

I escorted the cabinet maker upstairs and left Ben in the kitchen.

After a few minutes, the cabinet maker gave me an estimate for mahogany cabinets. I said to him, “I hope you did not inflate your estimate to give Ben a cut.”

“No Ma'am. I never saw him before today. I was in Ladyville trying to hitch a ride. When I told him that I was going to Bermudian Landing, he asked me where. I told him the Swift's place. He said, ‘That's my boss. I am going there right now.’”

“Why didn't you say something when he said you were his cabinet maker?”

“That was his story.”



No Mahogany Ceiling!

Before Margie left on December 31, Ben asked her to buy him two batteries for his drill. Back in October, I offered to sell him my new electric drill, but he replied, “I have one already. Sell it to Carter.”

I kept it. Ben borrowed it on December 31. **On May 27**, while the cabinet maker and I were talking, Ben came upstairs. He did not sit down. He walked from room to room. When he joined us in the living room, I asked him for my drill.

His quick reply was, “Oh, it was no good.”

“Then give it back to me.”

“My men threw it away. Good night,” and he disappeared out the front door.

“How do you like my mahogany ceiling?” I asked Mr. Martinez.

Immediately, Mr. Martinez answered, “It’s not mahogany.” This was the first time I heard that the ceiling was not mahogany.

Margie bought the batteries for Ben. He asked me to mail them to him, but I told him that was too expensive. Margie brought them for him in June 2016. She showed him the receipt and he said, “I don’t want them.”



By the way, I left money to pay Mr. Martinez for an entertainment center and chest of drawers. He was paid and his work has not been completed. Pilar called and told him so, but Mr. Martinez hung up on him. Eighteen months later, Mr. Martinez stopped by for a visit. I showed him drawers that will not close and missing drawer handles.

“Oh, why didn’t you call me?”

“Pilar called you, but you hung up on him.”

“We must have gotten disconnected. He should have called back.”

“Why *didn’t* you call back?”

“Ok, I see the problems. I will be back shortly.” Mr. Martinez has never returned.



Ben Notified of List of Corrections and Missing Items

Since Antwan Lord left for his weekend off on Friday, May 27, Marcella spent the night with me, and she stayed over Saturday night. In the past, Ben and Antwan worked it out, but Ben called me earlier in the month to say that someone needed to cover for Antwan that weekend.

I left for the airport on Saturday, May 28, about 11:30 A.M. Only Marcella was on the premises. I gave her a list of deficiencies to hand-deliver to Ben. She later reported that Ben stopped by in the evening, and she handed him the list. He took it and said, “Today is my Sabbath, and I don’t work on my Sabbath.”

On Sunday morning, May 29, I sent Ben two emails, “Concerns for Follow-up on Corrections and Pot Smoking” and “Missing Items.” Ben did not respond to either one.

Missing Items

To Ben, Date: Sunday, May 29, 2016, 4:46:14 AM CDT

I reviewed all check sheets and listings for the items that were delivered (the boxes were checked in), the following have not been accounted for:

Box 43 (some kitchen items),
Box 141 (2 small microwaves)
2 – 24” TVs;
1 two-way radio from Box 90
½ the chinaware removed from Box 36
2 boxes of screws for the doors

Because only large items were listed, I am not sure what else were in the boxes. We will know when we need something and cannot find it. Too many boxes were rummaged through and neither you nor I can say for sure when it happened. We know the televisions were not there when we returned the first day after the delivery.

Both boxes were covered with my clothes for sure, but I had none when I got there.

As I reminded you before, if the places were ready, items would have been placed where they were supposed to go and the places would have been locked.

Just a few days ago, we walked in my first day without a key. A door downstairs was also unlocked. With that opening to the downstairs bathroom, anyone can get in there. By the way, plumbing has not gotten started in that bathroom. I would suggest you get that plumber and electrician to work ASAP.

I put the word out about the theft; hopefully, someone will reveal something.

Ms. G



Channel 7 Interview

Exchange between Defendant and Mr. Henry regarding the Channel 7 Interview. Defendant alleged that I ruined his reputation by telling Channel 7 that he stole my stuff. The items listed above were discovered missing on May 6, less than 12 hours after they arrived. **Judge Graham needed to understand this.**

“...You would have seen that report as well —”

“Yes.”

“- - in which Ms. Swift pointed out on video some of the issues that she had with the property?”

“Yes.”

“She was speaking of leaks from the gutters, issues with plumbing, plumbing, etc. isn’t that correct?”

“Yes, same case certainly.”

“Many of those things that she spoke about were depicted on the video which you saw, isn’t that correct, on that Channel 7 news report?”

“Not many, about two of the stuff.”

“You are not saying that she made up or she fabricated that there were defects when there were none? Is that your suggestion?”

“The critical part about the news was the stealing of the stuff, not the - - we are here because of the stuff that is undone.”

“The what?”

“The critical part of the news, the accusation of stealing her and stuff like that, the stuff being done, we are here for the court.”

“The stealing of the stuff?”

“Yes.”

“What stuff? You mean the household items and so on?”

“Yes.”

“Mr. Betancourt, in none of those passages you cited on that Channel 7 News Report did Ms. Swift ever accuse you of stealing. This is my suggestion to you.”

“Yes, she did. You didn’t read the second paragraph. You stopped.”

“This is my suggestion to you. You can accept it or not. If you are saying that it’s in the second paragraph, I’m saying to you that she never accused you of theft.”

“False.”

“The second paragraph I’m going to go through it.”

“No problem.”

“So we left and we went down with my cousin. We left him here because he had the key. Well, we left the stuff the night, people were stealing the stuff from that first night because when we came back the next day, and we have a list...” The paragraph continued with a list of stolen items. “...So as we started to go down the list, we realized somebody got in here that night.” “Do you see any reference to you there?”

“Yes, sir.”

“What is the reference to you?”

“I left him. He had the keys.”

“Wasn’t that correct?”

“No, sir. I left the compound before Ms. Swift left.”

May 5, around 7:00 P.M., I met Ben downstairs in the kitchen. With colorful words included, I said, “I am not happy with the condition of the place and we will talk tomorrow. I am leaving for the night.” Ben was living in the building at the time. His bed and clothes were in one of the rooms.

“Didn’t you have a key to the property, Mr. Betancourt?”

“No. When we go there, Mr. Antwan, as I mentioned to you, we have to wait till he open. Mr. Antwan was the watchman. He had the keys. Remember we started this morning.”

“Yes, but weren’t you in charge of those premises that you actually move into those premises at one point, didn’t you?”

“Yes, but when the watchman got hired, I got cancelled. I started to move back to Ladyville, so he was -”

“When was that?”

“January of 2016. I did the first six months. He did the second six months.”

I hired Ben. He hired Antwan Lord. Who canceled him? He moved into the existing building in September after renting out his house. My nephew Peter lived there until November 2015. After Peter left, Ben and Antwan moved into the new building. According to the villagers, there were parties every weekend. As one villager put it, “We never saw so many women before!”

“This is my suggestion to you, Mr. Betancourt.”

“No problem.”

“That in fact you continued to occupy the premises after January.”

“Your suggestion is totally wrong.”

“And as late as May you occupied the premises.”

“Your suggestion is totally wrong. Once the container came, as I mentioned to you - - well, actually, you have some truth there to be honest. You mentioned May. I think it was May, you are right, to be honest. The guys were hired in January. **(Which guys is he talking about?)** He replaced me with the keys and the

responsibility of security. My presence was still there, and I was put out of the compound when all of these TVs and stuff and these containers of stuff came.”

“I’m not sure what to make of what you just said.”

“What I’m saying is that ...”

“Do you accept that you were there beyond the period of January which you just indicated?”

“I accept that I wasn’t there when all of these (sic) stuff was missing and I didn’t had (sic) no key for the compound. That’s what I accept.”

Text from Ben on May 26, 2016 7:33 P.M., after receipt of his final payment.

Sorry lot on my mind I have extra mattress there



What Really Happened on Sunday, May 29, 2016

On Sunday morning, Marcella was joined by her husband, daughter Consuelo, and grandson. They were waiting for Antwan Lord to return. Early in the afternoon, Consuelo went downstairs. Ben's vehicle pulled up, and he and a black woman with a night bag jumped out of the vehicle.

Then all hell broke loose. Ben made a hysterical phone call to me about Consuelo stealing watermelons and young men with gallons of wine (**no young men were there**), and Consuelo accusing Antwan of stealing.

I called Marcella and she told me to talk to Consuelo. According to Consuelo, Ben arrived with a woman. Consuelo blocked her passage and told her, "You are not entering Ms. Gloria's house."

The woman returned to Ben's vehicle. Consuelo went and stood beside her stepfather's car. Ben approached her and demanded that she opened the trunk, which she did. Ben found two watermelons and called her a thief. She picked them up and threw them at him.

I sent Ben an email and told him to focus on and complete the jobs for which he was paid and less on watermelons. He responded on May 30, at 6:33 AM. He did not mention the woman but ranted about Consuelo disrespecting Antwan and accusing him of theft, and "focus and finish the job I was pay for takes some respect as a human, with all that has been going on I still will finish my job."

He mentioned that Mullo and her husband were upstairs and did not know what was happening downstairs. **"I did nothing wrong in approaching the young man with the 2 gal of wine in his hand I needed to know what was going on since some of the people there I did not**

know... cause I end up being the bad one and get scold for my job, which switch the focus of what was the real problem. I am still in charge of that job sight, all I was doing was seeing what was going on and look what all was said to me.”

At 7:29 AM, I replied, “I never blamed you. You were so emotional, and I was driving, and I couldn’t understand you... You have a camera, use it.” Excerpt continues:

- Think about how we started off. I am still smiling. My only regret: paying ahead of time.
- I should have followed your suggestion and pay 25% here, half there... but I am too busy for that. I placed my trust in you. I paid ahead of time and look where it got me. By now, everything should have been perfect with you standing by as promised to fix the small details. You know many lectures I received for paying in full ahead of time. You know how many tears I shed. I am the one with the most education. Again it was trust.
- Yet you got angry and began charging me for things that you said were part of the job or you will do for free. All you had to say was "Look, Ms. G. I ran short. (I wouldn't have asked why.) Can you give me an advance on the other jobs?"
- You know how many people are coming in for the "family day?" Former pastors, and friends who have never been to Belize. I have a difficult time believing that the plumbing in the guest houses will be ready.

“I hired Miles because I got there in May and things were not ready. I wanted him to be the ‘over your shoulder’ supervisor. Remember you told Peter that he should be looking over your shoulder.

“I left you some items that are outstanding, meaning they need attention. Miles has a copy. I want my mother to be comfortable when she gets there. That’s why I spent a lot of money on short notice to get there and fix up a little bit because half a container is arriving next week.”

All those other projects that need to be done, you would have gotten them. We made the decision here not to assign and pay for anymore until what you had was completed. Trust me. The decision was made that you should get the jobs, one at a time, and Ms. Margery would supervise you to get things done. You would have had three weeks.

Suggestion: if our paths cross again, I will show you how to manage your finances. You may not have money for beers but you would always be in the BLACK.

Let's get the job done. Those leaky pipes and fixing the sinking foundation must be looked at. Can you also send me something in writing about how long the work is guaranteed?

Don't worry about picking the family up. Plan B is in effect.

Thank you,
Have a good day.

Ms. G

no response from Ben

"You were so *emotional*..." Ben used that word to describe himself (Paragraph #31).

On Monday, May 30, 2:48 P.M., Miles informed me that, "I had called Ben, but he didn't answer. I also sent Ben a text about needed repairs in the restaurant and was now waiting for a call or text."

I did not return to Belize until July 14, 2016. Miles was supervising Ben between May 7 and July 14, and from Miles's emails, Ben was rarely there. When he did show up, he ate and left.



Another Excuse For not Completing the Work

The Defendant was re-examined by his attorney.

“Also Mr. Betancourt, earlier My Learned Friend had asked you the question that nothing was preventing you from doing work on the property other than being paid and you replied I totally disagree. Why did you say that?”

“Working on a hostile scenario, constantly on FACEBOOK bombarded with your character and you are trying to finish the job. So it’s not just the finance at the end of the day. You do want your finance to finish the work but you are also being – your name is being scandalled. You are there working and you are still being scandalled on FACEBOOK, the constant disrespect, and so those stuff at some pint keeps you away.”

Evidence, please?



Wearing my attorney's hat:

“Please read Paragraphs 26, 27, 28, 29, 30, and 31.”

“Thank you. Based on these statements, are you saying you saw and spoke with Ms. Swift?”

“Was there an issue with watermelons? Did you call Ms. Swift? Where was she? Did she send you an email? Here is a copy of your response on May 30, 2016. Please read it to the court.”

“Did you not say that you are still in charge of that job site? When were you driven off the property again?”



Meet Antwan Lord, the Loyal Caretaker

In June 2015, while Ben and I walked around the property, he mentioned that he knew someone who could develop the property for us. He noticed an old pig pen on the premises and mentioned that he knew a man who had some pigs to sell.

Ben called Antwan Lord and handed me the phone. I told Antwan that I was not interested in any pigs right now but may want a pair later. After mentioning that I would like to meet him, Antwan arrived a few days later. I explained that we will need a caretaker and someone who can develop the property for agricultural purposes and tourism. I suggested that he put some ideas together and when my family arrived next summer, he can share his ideas. **I never saw Antwan again until May 5, 2016 and then just briefly. I never spoke to him.**

In January 2016, Ben called and informed me that he hired Antwan. I told him that I do not think my family had a plan yet. Moreover, where will Antwan stay?

Ben said, “Don't worry about that Boss. Everything is taken care of.”

I relayed the information to my sisters. “Who gave Ben permission to hire anybody?” asked Margie.

“I didn't.”

“Ben seems to do things that he thinks we want, then bills us later,” Eva pointed out. “Who is paying this man?”

I countered, “Antwan used to teach agriculture. Since he is there, maybe he can start putting things together.”

I asked Ben a few questions. “What is Antwan's salary?”

“Fifty dollars a day.”

“How many days is he working?”

“Seven days.”

“Doesn't he need time off? Who will relieve him?”

“Boss, I am here anyway. I have it covered.”



Around dusk on May 6, after speaking with Ben, Antwan came upstairs to “check” on us. I met him at the door. “Is everything okay. I know you guys worked hard all day.”

“Yes, we did, but I am not happy. Look at this place.” I showed him the deficiencies inside and outside.

Antwan looked around. “Ben will get it done.”

“He was paid well. He better.”

“We also discovered several missing items.”

Antwan did not comment on that but informed me that he needed \$400 for insecticides. I gave him the money.

“I am starving. I will talk to you tomorrow. By the way, how much are you getting paid?”

“Ben pays me \$50 a day.”

“Thank you.”

Antwan went back down the stairs.



Ben's Partner and Witness Antwan's Witness Statements and Cross Examination

The first day, before the trial began, we sat outside the courtroom and listened to Antwan as he read Ben's Witness Statements to Ben and Pepe Sandoval, Ben's other witness. The following are Antwan Lord's Statements.

Paragraph # 4

"In or about December of 2015, Ben contacted me and informed me he was working on a construction project in Bermudian Landing Village for Ms. Gloria Swift, the Claimant in these proceedings ("Ms. Swift")."

Paragraph #5

"Ben further informed me that Ms. Swift wanted a security guard/farmer to stay at her property while construction was in progress and asked me whether I could do this job. I replied that I could. Ben then informed me that he would recommend me to Ms. Swift."

Paragraph #6

"Shortly thereafter, Ben contacted me and told me that Ms. Swift would hire me. I visited the construction site and met Ms. Swift, where she explained my general duties as a security guard and further informed me of maintenance

related work she would require me to do. I accepted the employment on the terms she offered."

Cross-Examination Begins

"When did you start working on the premises?"

"I started there in mid-June, in the beginning of June in 2015, if I could recall correct."

When challenged on "recall correct," and not "being sure when you started working," Antwan answered, "It's not that I'm not sure but I'm just bringing it in together with the time that the project started, and I wasn't there..."

Antwan is confused and we know why.

Even when Mr. Henry told him that he began working in January 2016, Antwan was looking through his Witness Statements.

Judge intervened. "You don't have to look at the papers, what you can recall."

Mr. Henry, "If you're not sure, you can say you're not sure."

"Yes, it was June 2016."

"You are saying it was in June?"

"The first, yeah, that's when I started, about the first. Well, the first week to make a Monday to start that week."

"When did you stop working there?"

"I can't recall the exact date."

After several back and forth, Antwan could not remember if he worked one year or two years. "I can't remember clearly."



Paragraph #7

"As a condition of my employment, I had to stay on her property for 7 days a week, and I got a day off every month. I lived and slept in a house on the premises. Whenever I had my days off, either Ben or a woman names Marcella, known to me as "Molo", would take my place and stay in the house during the nights."

Marcella only covered for Antwan one time, and that was on May 28, 2016.

Paragraph #8

"Ms. Swift informed me that she lived in the United States, and that whenever she was not present in Belize, Ben was responsible for paying me, providing supplies, checking my jobs and making decisions about concerns I had in relation to the property. As such, I would get my payment every week from Ben."

Paragraph #9

"Ms. Swift visited the property on a few occasions while work was in progress. As far as I was aware, Ms. Swift was pleased with the progress, and she never expressed any dissatisfaction with the work or any of Ben's workers to me at that time until about April of 2016."

Paragraph #10

"In January 2016, Ben and Ms. Swift informed me that the scope of works had massively increased, and that the project would take longer on the site as he would be constructing several new structures at Ms. Swift's request."

Paragraph #11

"Ms. Swift asked me whether I would be able to stay on the site as long as it took to finish the job. At the time, Ben told me he anticipated the project would finish sometime in June of 2016. I said I could do this and accepted the offer."

I left Bermudian Landing on January 1, 2016 and did not return until May 5, 2016. Ben did not hire Antwan until after I left.

Paragraph #12

"Ms. Swift again visited the property in March of 2016 and did not report any problems with the construction to me. She asked whether Ben had been paying me on time and I reported that he was, and that all was normal on the construction site."

Never happened.

Paragraph #13

"In or around late April 2016, I was to have my allotted time off, but Ms. Swift informed me that she needed me to stay for that weekend. I replied that I needed to go home to Cayo. In response to this, Ms. Swift said they would hire somebody to work the days I was gone, and that the expenses would come out of my paycheck."

Paragraph #14

"I told Ms. Swift that that was not right because it was my allotted time off. Nevertheless, I had important family engagements at my home in Santa Elena Town, Cayo District, so I left for the weekend and told Ms. Swift we could resolve the pay situation when I returned. I also informed Ben that I would be going to Cayo, and he informed me that he would also be in Cayo that weekend."

Paragraph #15

"Ms. Swift then informed me that "Molo" would take my place to watch the property."

Antwan and I did not engage in any conversation or discussion regarding his employment.



Toward the end of March, Ben and I had written and telephonic conversations about Antwan's job description. I asked Ben to send me something in writing.

Note: The following was Ben's Annex 23 that he stated referred to him getting me a firearm.

I sent this to Ben on April 1, 2016.

Salary \$350 per week for April and May, and June 1-7. I wired the money for Antwan's salary. Please note: Family will be there from June 7 to 27. They will confirm if he is needed for the whole month. I will pay for first week of June until they get there.

1. Watchman
2. Care of chicken and sheep
3. Spraying Compound, outer road, around the fence (when needed)
4. Cleaning up after spraying and burning
5. Fertilize and water food plants (when needed, meaning when there is no rain)
6. Planting and maintaining flowers around houses as requested (or when needed)
7. Maintain compound and provide repairs, as necessary.

The original was typed based on your input. The changes were made based on your input. Notice the job has gotten easier.

Relieving Antwan for weekend

As soon as the watchman's room is completed, let's talk about it. That is where Mrs. Sutherland will camp out. Salary to pay her will be deducted from Antwan's salary.

You are paying Antwan \$50 a day for seven days a week. When he is gone for two days or three days, whoever relieves him must be paid. That is where the deduction in his salary will be.

I believe this is what you wanted clarified when you asked how much his salary will be cut.

Ben sent an email on Tuesday, April 12, 2016 9:34 PM.

I want to know how much will be cut from Antwan's pay.

Did Ben read the memo from April 1?

I replied on Wed, Apr. 13, 2016 at 5:13 PM

On Wed, Apr 13, 2016 at 5:13 PM, Gloria Swift <nbct224@ymail.com> wrote:

Let's focus on the document which was based on our telephone conversation. We will verify additional planting and chemical spray in the near future.

I cannot discuss cutting of pay, if any, until agreement is confirmed about what his chores will be.

We would prefer to go with current document. We also understood from our conversation that cutting of the road was included in the \$350/per week.

History says things need to be written out. Let's move one step at a time. If the document is confirmed, money will be sent.

From Ben Wednesday, April 13, 2016, 7:36 PM CDT

he need a chain saw to confirm road and i want you to keep him all weaken till you come, then discuss future plands with him in person

confirm on terms, i will tell him all details

Ben informed me that he gave Antwan more than \$50 a day. I asked Antwan on May 6 how much he was being paid. He told Ben.

From Ben, May 8, 2016, 8:46 PM

i understand you and Ms. Mulo husband ask mr lord what i pay him every week, as it i am steeling a little money out of his salary, i told you i pay him 350.00 every weak..."

From Gloria, May 9, 2016, 6:41 AM

“...You stated that you paid him more, Marcella would be paid that same amount. Look at the note regarding Antwan’s pay. It had nothing to do with you stealing. I don’t know why he was questioned by Marcella’s husband...

“Miles is now overseeing things...Right now, you need to focus on construction and getting the work that has been paid for completed so our belongings can be secured. Our concern is the security of our possessions.

“I am not arguing with you anymore. I need the garage and shelving completed...Why would you want more jobs from me and continue with this bickering?

“...See you in two weeks. By the way, no more one-sided contract. Enough of ‘oh by the way, you owe me for this.’”

Ben did not reply.



Antwan Lord's Witness Statements Continues Regarding Incident on May 29, 2016.

Paragraph #16

"I went away on a Friday and on the following Sunday morning I called Ben to inform him that I was catching the bus to return to the site. Ben informed me that he was going to be driving back to Belize from Cayo, and that I should wait for him so we could ride together, and he would drop me off at the site. I agreed to this suggestion and we travelled to Bermudian Landing together."

Remember, Antwan started off Paragraph 13 by saying "In and around late April 2016 ..." It would have been interesting to hear his explanation how he can go from late April for a weekend and returned May 29.

Paragraph #17

"Upon arrival to the construction site, I observed a car parked on the property, which I know to be Molo's car. I saw Molo, a man and a young child I know to be Molo's daughter. From where we parked, I noticed several watermelons in the car, and I suspected that they took them from the produce that was being grown at Ms. Swift's property, so I walked over to the car."

Antwan did not see Mullo because she was upstairs with her husband and grandson. She reported same to me, and Ben concurred.

Paragraph #18

"When I got closer to the car and looked inside the windows, I saw watermelons along with several boxes, though I could not see what was in the boxes. I asked Molo whether she took the watermelons from Ms. Swift's garden and she told me she did."

Paragraph #19

"I told her that I was the security guard and responsible for all of Ms. Swift's property and that nothing should leave the premises unless Ms. Swift gave me prior information. I therefore told her that Ms. Swift didn't inform me that Molo would be asking any items, and that I was uncomfortable with her taking the items. She responded that she and Ms. Swift were family and that they could do what they wanted, and they entered the vehicle and left the property."

Paragraph #20

"Molo also told me that while she was staying there, she noticed that items were missing from the house. I did not know of any missing items and I told her that nothing was missing when I left, and that she would have to account to Ms. Swift for any missing items."

When I called Antwan on May 29, 2016 to find out what transpired, he did not mention anything about seeing

boxes in the car nor talking with Mullo. He only mentioned that Consuelo took some watermelons.

Antwan did not have any conversation with anyone. Even when Consuelo accused him of stealing my property, he did not respond. Consuelo also reminded Antwan of the reason he was no longer teaching and that she was going to tell Ms. Gloria; consequently, he stayed away from her. I asked Ben how Antwan responded to Consuelo's allegations. He answered, "Antwan said nothing, and that young lady has no business talking to Antwan like that."

Paragraph #21

"I then returned to the car to tell Ben what had happened. Ben then called Molo to inquire about what I just told him, and I overheard very heated conversation. Ben told me that Molo cursed at him and told him to stay out of it."

After Consuelo removed the two watermelons from the trunk of the car and tossed them at Ben, he went upstairs and spoke with Mullo. She told him that she did not know what was happening downstairs. Ben left and called me.

Paragraph #22

"A few days later, Ms. Swift told me that several items were missing from inside her house. I told her that I was unaware of the extent of the items in the house, but I told her about the situation that I witnessed with Molo. I told

Ms. Swift she should speak to Ben because Ben witnessed the confrontation with Molo."

Paragraph #23

"During the conversation, I told her when I left the premises, everything was how I left it and I did not even know items were missing until Molo told me this, because I did not enter the area where those items were being stored after I returned."

Paragraph #24

"After this, Ms. Swift came to Belize in May of 2016. I noticed that during this time she had several verbal altercations with Ben, and I overheard her saying things like nothing was finished on time and that he was stealing from her."

My questions to Antwan, "We are already at the end of May. That was your weekend off. We have established that Ms. Swift was not here. How many days are in May? When exactly were these discussions and verbal altercations?"



Cross-Examination of Antwan Lord Continued

Paragraph #25

"Towards the end of the month of May 2018, Ms. Swift said she was finished with Ben and told him, all his workers to leave her property."

Paragraph #26

"This notwithstanding, I observed that Ben continued to try and negotiate with her and I witnessed Ben coming to the site to complete the construction even though a few of the men who worked for him stop showing up."

Paragraph #27

"I can also say that while present, I never witness any type of ill treatment from Mr. Betancourt towards his workmen, his worksite was always clean, and his work was very neat."

Under cross-examination, Antwan answered that "She told me personally that Ben and all his workers she was finished with them and they were not to come on the property. So I was not allowed to have them on the property after that. So whenever they came at the gate, I told them they couldn't come in, they had to stay there. I got specific instruction not to let them come on the property."

Have him read Paragraphs #25 and #26. When would this have happened?

In Antwan's Paragraph #25, I told Ben and all his workers to leave the property.

Ben testified that Antwan told him that I said he could not come on the property.

In Ben's Paragraph #30, I told him to leave the property.

Bamboozled?

During cross-examination, Antwan mentioned that I gave him a checklist to follow-up on Ben's work.

Mr. Henry, "You never said in your Witness Statements that you ever received a list from Ms. Swift that you had to tick off, isn't that correct?"

"Sir, nobody asked me about that."

"You never said in your Witness Statements that Ms. Swift told you to prevent Defendant from entering the property."

"Nobody asked me about it so why should I mention it?"

"Why were you terminated?"

"My working time was closing, that they were going to get someone else..."

Antwan was asked if he was not terminated for selling drugs on the property. Antwan vehemently denied the allegation.

His competitors videotaped him as he collected the money and handed over the drugs. At times, he was looking directly into the camera as he spoke to the buyer. These are the same persons who reported that Antwan escorted them to the back of the property and showed them his pot

farm. The well he dug to water his pot (confirmed by Uncle Jeremiah) is still there.

“When the Swift family hired you in June 2016, was there an end date for your employment?”

Antwan could not remember. Antwan’s employment had no end time.

“Referring to Paragraph 22, when you say a few days later, approximately, how many days are you speaking off?”

“Sir, before paragraph 22...”

Judge intervened, “When you say a few days after, what are you talking about? How much time do you mean by a few days after? Just that for now. One day? Three days? Five days? Answer.”

“That’s when Ms. Swift came back from the States.”

Judge continued, “Days, how many?”

“It wasn’t long after, maybe about two days or three days. It wasn’t long.”

Judge, “All right.”

Mr. Henry, “Do you remember what time of year it was? What month it was? I am not asking you for the exact date, if you can give me that, please. What month did this happened?”

“I think, if I could recall, it was around May, April, May, somewhere around there because I had watermelons planted.”

“Okay. Would it surprise you to know that at the time of this incident you referred to when this watermelon happened, that Ms. Swift wasn’t even in the country of Belize, not on that date, nor a few days later?”

“Sir...”

“I am just asking if that surprises you.”

“Ms. Swift spoke to me on the phone over that, incident with the thing, when it happened.”

“Okay, she spoke to you on the phone. Didn’t you just say a moment ago that you spoke to her after she came back from the States? Isn’t that what you said?”

“After she came, she spoke to me about - - well, the things about the farm. But before that, it was already mentioned, the same time with the watermelon, that things were stolen from the property, and when Ms. Swift called me then I told her...”

Judge, “Hello. You’re not really answering anybody. Right now, you are just talking and it’s not...”

“No Ma’am. I am just answering the same question.”

“No. No. You answered him already.”

Mr. Henry was finished. Defense did not re-examine his witness.”

I wanted to jump up and cross-examine Antwan myself. Ben was paid huge amounts of monies. There would be no reason for me to drive them off the property.

Antwan's Reports to the Family

Antwan informed my family and me at various times that he witnessed numerous problems in the construction of the buildings. He brought them to Ben's attention, but Ben ignored him.

Antwan visited my nephew and his wife and complained about what Ben was doing or not doing on the premises.

Antwan told me a young man got electrocuted on the ladder because he did not know what he was doing.

Antwan commented to Miles (confidentially) about what Ben was doing or not doing.

Having Antwan check Ben's work is like having the fox guard the hen.

We call someone like Antwan Lord a "pan-ya machete", meaning it cuts on both sides.



Pepe Sandoval, Ben's Other Witness

Pepe Sandoval wrote that “Ben was always responsibly carrying out activities such as overseeing and assisting us as a work crew and doing other things related to the management of Ms. Swift's property such as installing and maintaining plants, building a 16-acre barb wire fence and landscaping. Ben occasionally informed the work crew of changes that Ms. Swift made. On more than one occasion, he heard Ms. Swift berate Ben with all arguments and discussions taking place in front of the whole crew.”

Under cross-examination, Mr. Sandoval admitted that he did not hear Ms. Swift berate Ben, he did not hear Ms. Swift tell Ben and his crew to leave the property, and that Antwan told him things. He also admitted that Ben gave him information regarding construction as he did not see or speak with Ms. Swift during construction.

**The judge's conclusion hit the nail on the head.
It is upcoming.**



Did the Supervision of Ben Work?

No! No! No!

If I had to do it over again, I would hire an engineer and architect to supervise construction. But since there is not a chance in Hades that I would spend another copper on construction in Belize, except for repairs on flooding, plumbing and electrical, I can only offer advice. Miles was in no position to get Ben to do anything.

Wednesday, May 11, 2016, 9:48 AM, Miles wrote

“...Mr. Antwan seems to know more than he is saying. will only talk when we are by ourselves. I believe he sees the nonsense that's going on with Ben but someone is always close by.”

Ben sent me this note:

From Ben May 15 at 11:06 AM

just a suggestion, if you guys are not paying miles, you need to give him mobilization so he can move wrong, it not my business, I don't talk to him about those stuff, just food for thought

To Ben May 18 at 4:49 AM

What do you mean by mobilization?

Then I contacted Miles on May 18, 2016 6:05 PM

Hi,

What's going on there? Is there something I need to know? Are you there every day? I don't call anyone there, but I get cryptic information. I don't have time to figure things out.

Do what you need to do and just give me documentation. If you can't make it daily, then record when you are there. I will bring your stuff on Wednesday.

From Miles: Wednesday, May 18, 2016 6:07 PM

The only times I haven't been there to see what's going on is when I tell you. I spoke with Ben on his men smoking and was basically told to leave them to him... I gave you my word to do this so that your (sic) not taken advantage of again by him... If they don't like me because they will work and not b.s. good long as the work gets done which is what you want.

From Miles May 18, 2016 at 7:26 PM

Gloria I am always careful with our people. I know how they think now. I don't agree with them smoking while working if they to do so at lunch that's their business but not on your time. I manage people some like some don't but I'm not their friend. Some may try and I stand back because he has your money and wants to play games but I don't think he has really dealt with a street minded

From Ben May 19 at 2:28 PM

sorry boss, you said you did not here from him so I was just saying he might not have money to go up there every day, like how it just a favour he is helping you guys out with. it was just a respond text and though, pls disregard,

From Miles Monday, May 30, 2016, 5:22 PM

I tx Ben with what you said about the restaurant. He did not tx back when I try call i got no answer. I'll chk on the vat through been again if he answers. He's avoiding the whole situation.

On Jun 1, 2016, at 3:14 PM, Miles wrote:

the floor is nearly complete downstairs, actually should be completed from earlier this afternoon

**None of these emails were included in my
Witness Statements to the Court.**



Requested that Miles Gives Ben a Plan for Work Completion

June 3, 2016

Sent: Friday, June 3, 2016, 8:12:15 PM CDT
Subject: Outstanding Issues

Hello,

If you have not done so, you need to meet with Ben and give him a plan. What will be fixed and when. You are a man. He won't yell and scream at you. Do like I do. Tell him upfront: "Man, you have been paid more than you should. Now deliver. I don't care what you spent the money on but you were paid for this job." You can tell Ben that if things are not completed by Tuesday, I will shame him on FACEBOOK and take him to court. I don't bluff.

Both bathrooms need to be working upstairs. Ben mentioned that a pipe may be clogged; It needs to be cleaned ASAP. We need at least two working bathrooms.

More family friends will be flying in. You will be picking up at least four people on Wednesday; with more to follow. I am not involved with that so I don't know the details. My focus is to get the job done that I have paid for.

You may want to get George to help. We need to clear the second bathroom. Slide the boxes into the two smaller rooms. I can't have my 90-year old mother waiting in line for a bathroom or going to the school in the middle of the night.

I am not there. It has been over a month since my May visit and Ben has not done much. Part of it is my fault for not agreeing to the warning letter, but the man has been paid.

I think he figured out that you don't have any construction ties to replace him, that's why he is acting the fool. Notice, all the things he was going to do, he isn't anymore. It's revenge. We have to show him that we can get things done.

From Miles on Friday, June 3, 2016 6:48 PM

*I'll get w Ben; most times i go there he isn't there.
I wait but no Ben. I txt or call only to hear him
whine.*

How come Ben did not tell Miles he was fired?

Miles Trying to Get Ben to Complete the Jobs

July 2, 2016

Miles mentioned that he has not seen Ben on the premises. The last time he spoke with Ben, he said, "I will be there next week."

The family left on July 2, 2016. When asked, "Who will be on site?" Miles replied via email:

Jul 2, 2016 at 11:27 AM

"Ok I'll be there Monday once I confirm he will be there. He hasn't been there all of last week."

Ben never contacted Miles.



War of Words on FACEBOOK

June 3, 2016

On June 3, my informant reported that neither Ben nor Miles had shown up to Landing. I was concerned. My family will be there on June 7. The work will not be completed.

June 4, 2016

I sent Miles a copy of what I would put on FACEBOOK and sent the same copy to Ben on June 4 at 2:51 A.M.

“If the jobs I paid for are not completed on Tuesday, I will post the story on Facebook and take legal actions.”

7:04 A.M. Ben replied,

“Good morning to you, too. Look at your beautiful jobs then put it on facebook and then thank The God of Heaven for all he has bless u with. Happy sabbath.”

7:15 A.M. I responded,

“The pics will speak for themselves. And the witnesses will support the pictures. Contractors will talk about not getting paid. Continue to do your beautiful job. Everyone will see the beautiful bathrooms, the dangling wires, the sinking foundation, the leaky pipes. What beautiful planet you are on.”

Ben replied,

“Ha if u have pic they r already a lie, they need to be taken after the 7 of June, so all ur bickering for the pass month and stress u cause ur self id just wind, u should have wait to Judge after the 7, your own sis eyes will credit my works and all ur supporter will utter words of praise, I have Nothing to fair, I don't know what u will do with all u have already said? Enjoy ur day ms swift and if u don't have anything to text me positive, pls don't text me.”

I countered,

“Positive! You lied and cheated me and want me to be positive. It will be a blessing if you have good pictures. Do not think you can hide the slop. All eyes are on you. All our communication about completed work and all the money paid, lots of evidence. My sisters have all pictures and communication as of now. They are not easily fooled. Happy trails. And unless you have completed pics do not contact me again unless it is to sign off on the work completed which I expect. Miles and my sisters must sign off on all issues that have been noted.”

Ben replied,

“Oh one more thing don't let people hear u talk about sinking foundation, it u don't know what u r talking about, cause when u r being corrected u will be laugh at, all you need to do was ask.”

From Miles to Gloria

June 4, 2016 7:21:32 AM

“...The article just work on it but don’t do anything til the 7. Remember he still have complete access to the grounds, BELIZE is a vengeful place with the people. Their feelings are very sensitive then they get stupid

Well, on June 7, 2016, I posted my statement on FACEBOOK:

*Construction in Belize! What an experience! The family lost a lot of money hiring one contractor after the other. Finally, **we thought we found an honest contractor** in Ben Betancourt. He started off doing a fine job. I made the mistake of paying in full. He kept reporting that the jobs were completed. Apparently, **he squandered the money** and began billing for incidentals. When I showed up and discovered that no work was done for months, I put the brakes on his billing for unsubstantiated work, and he went nuts. He had no more money at his disposal and could not complete the job for which he was paid. It was one lie after the other. The work is six months behind. Four days ago, he sent me a text saying that the work will be completed by June 7 and "You will look like a liar." Today, his excuse is "She threatened legal action, so I am not doing anything." What happened to integrity and honesty?"*

To which Ben responded with a lunatic rant...

In her oral decision, the Judge mentioned that the “sting” from ‘we thought we found an honest contractor’ and ‘he squandered the money’ was defamation of Defendant’s character because no details were provided. She did not see that I had provided details in responding to Ben’s rants.



Soliciting Help from Ben's Brother

Gloria Swift

To: Klinger

Jun 7, 2016 at 9:26 PM

Hello,

Will you talk to your brother, please? I paid him in full for all jobs. From October 31, the residence and restaurant were paid in full and were to be completed in December. Not so.

He was paid in full on March 2 because he said the other jobs were completed. Not so.

I showed up there in May and found out that contractors have not been paid, yet he told them he paid them. He told one the job was on hold for five months.

He said he was going to have everything completed by June 7, and not so.

Now he is saying that he is not completing the job because I threatened legal action last week. Ask him how much money I paid him.

After he got paid for the estimates, he found ways to build me for jobs. He changed drawings and gave me less that he charged for and wanted additional money to pay for jobs that he was already paid for. When I found out in May that the work was months behind and he showed no interest in completing them, I told him he couldn't bill me for anything over \$100. He did not like that and went berserk.

Even the work he did is incomplete: showers don't work; pipes leaking; reports of foundation problems; we have pictures, so he can't deny anything. Most issues were brought to his attention back in March and he did nothing.

Last week I told him that I will post my complaint on Facebook and take legal action. He taunted me to do.

He needs to complete the jobs for which he has been paid or I will take him to court to get my money back. I didn't think it would come to this, but he leaves me no choice.

Sincerely,
Ms. Swift

Klinger never responded.



Something Smells in Here

June 8, 2016

My mother and four sisters were not on FACEBOOK; therefore, I informed them about the situation with Ben. They arrived in Belize armed with the list of defects and deficiencies.

That evening, a terrible stench emanated from one of the bathrooms. Castro was hired by Ben to do the plumbing in the guest houses, and he was there finishing up work that was supposedly completed on March 2, 2016. He explained, “Ben only hires me to clean up after others messed up. Ben does not hire me first because I am too expensive.”

He investigated and found angular pipes installed instead of straight pipes, and they were clogged. The sickening stench never disappeared and was worst after it rained.



Responding on FACEBOOK to Ben's FACEBOOK Allegations

June 9, 2016

After Ben's lunatic rant on FACEBOOK, I decided to go back on June 9 and address each of his allegations:

Contract signed July 1, 2015 to complete two-story building in 5 months 3 weeks; final payment on original estimate was made October 31, 2015. Original estimate \$194,000. It's now up to \$300,000 and counting. It was always something. All I received was an email or phone call informing me that "I had to do this," or "You need this," and I paid. This is on the two-story building alone and this does not include the \$40,000 for garage and storage. Folks, I have documentation on everything. The two guest houses that he said were completed on March 2, were not, even though final payment was made March 2. Plumbers are there today. When I went in May and nothing was done as reported, I hired a supervisor and told the contractor no future payments will be made after May 7 on any job billed over \$100 without prior approval. He got angry, especially when he submitted several estimates for upcoming projects and other contractors were coming in to check out the projects and bid on them.

Ben posted on FACEBOOK that he received no money between March and May, but he sent a

bill on April 7 for almost \$10,000 and was paid on April 15, 2016. This was for work he claimed he had done.

In May, there was another bill for almost \$8,000, and he was paid again.

He stated that he saved us tens of thousands of dollars by being the designer, plumber, and electrician. The plumber is there right now installing the plumbing which Ben reported was completed on March 2, 2016. Of course, he was not the electrician. He used my neighbor for the difficult tasks, then hired students from Tubal Training School. When they could not do the job, he hired another electrician, Mr. Barnes.

Ben did not get me a gun permit. He charged \$150 to deliver a one-page document to the Broker.

Ben did not get my container from Customs. Early in the process, he and I took the application to the appropriate department in December 2015. Then he took the woman to lunch in March and charged me \$300 which was submitted and paid on May 6, 2016.

Ben did not save us \$25,000 to \$30,000 at CBA. He never went to CBA.



Peace Offering Breakfast for Ben?

Two of Ben's workers showed up on the premises on June 9. My sisters Eva and Vicky took a copy of the list of deficiencies and walked the premises with the men to verify what was on the list. When they were finished, one of the men told them to talk to Ben, and they left.

Ben showed up on Monday, June 13, walked the premises with Margie, and added more deficiencies to her list. He said, "I can get everything done in three weeks except the casing of the shed."

When Ben did not return for days, Margie called him several times. Finally, he showed up and plastered the leak in the ceiling. Then he told Margie, "Ms. Gloria cursed me out, so I am not completing the work."

"I am so sorry to hear that," said Margie, and she made him a 'peace offering' breakfast.

After he left the kitchen, the family friend remarked, "Gloria is right to have cursed him out. Look at this place. He needs to complete the job. He was fully paid."



Letter from My Brother and His wife Regarding Their Observations

June 14, 2016

Paragraph #31

"After this, I contacted one of Ms Swift's family members I know to be her brother. I was very emotional when we spoke and told him that I could no longer deal with her constant disrespect, especially as she was refusing to pay me further. I informed him of the situation and the rest of the construction that needed to be done and then I left."

My brother was not on FACEBOOK, but his wife was. He called me on June 9 before heading off to Belize and asked what was going on. I gave him a summary of the events regarding the construction issues with Ben.

My brother and his wife arrived in Belize as planned, even though the reunion was canceled. He met with Ben on June 14. Ben had built a small house for them on the property. Ben informed him that "Ms. G is a good boss. She owes me no money. She paid ahead of time." He told my brother that he would take down the FACEBOOK posts.

Minutes after my brother contacted me, I went back to print Ben's rants from FACEBOOK, but he had already removed them. Ben never told my brother anything he said in his Witness Statement above.

Here is an excerpt from the letter my brother and his wife wrote. In the beginning they explained that the work was separate, they paid at the completion of phases while

Ms. Gloria paid in advance of job completion and verification.

However, while we do not have a claim against Mr. Betancourt for work he did and/or managed on our single structure, it is to be noted that we do see noticeable differences in the quality and completeness of work done on our home versus the structures done for Ms. Gloria Swift. We have viewed the various structures and have noted deficiencies with plumbing (example-water damage on both first and second level of two story home), poor quality work (example-concrete work on outdoor steps of two story home), and incomplete work at other structures (example-sinks not properly attached at "guest" homes).



Miles Stanford's Statement

On May 07, 2016, I was hired by Gloria Swift to watch over the progress of the property in Bermuda Landing, Rural District Belize. I was introduced to one Benigno Betancourt. Upon doing a survey of the property, I noticed a lot of work on all of them that was not completed or needed to be redone. I informed Gloria of this, and also told Mr. Betancourt about it and was informed that it would be taken care of which it was not. Mr. Betancourt was hardly at the property when I came by unless it was to bring in lunch for his crew. I checked all the structures on the property and made reports on all of them as to their lack of progress and of the state of disrepair that they were in. Once again, I was told that it will be taken care of but apparently it never was.



My Brother and His Wife Intervened

July 10, 2016 8:40 A.M.

My brother and his wife spoke with Ben about 8:30 A.M. They went over the “Outstanding Issues List.” Ben told them, “I have no problem with the list, most of the stuff is finished or will be; however, I will intentionally not finish everything until I sit down with Ms. G and discuss the situation.” There was no mention of being owed any money.

After Ben spoke to them, he sent me a text:

Hi boss how r you, my mind just run on you so I am cheaking up on u.



Events of July 14-20, 2016

Ben on the Premises

I made an unexpected visit to Bermudian Landing on July 14. Castro picked me up from the airport. Ben, Antwan, and Uncle Jeremiah were sitting in the yard. I said 'Hello' to my uncle and continued pass the men as I went to examine the pending issues with the guest houses. Everything was the same as I had left them on May 28, except for the plumbing which was completed in the guest houses in June by Castro.

When I returned from inspecting the guest houses, the men were still sitting where I left them. I never spoke to Ben. I called Uncle upstairs and informed him about Ben's posts on FACEBOOK and that I was there to seek legal advice.

Uncle interjected, "When you passed us by, Ben said, 'That is a good boss lady. She paid ahead of time.' The man is always singing your praises."

Minutes later, Antwan joined us. We talked about Ben not completing the work. Antwan mentioned that he called Ben often and told him to "come and complete the lady's work. At first, Ben would say, 'Next week.' Now when I call him, he said he is not coming."

Ben poked his head in the doorway and called Antwan outside. I advised Uncle that we need to be careful and not say anything Antwan can report to Ben. After a few minutes, Ben passed by the door, said, "Good night," and left. Antwan returned inside.

Ben testified that he left the premises on June 14 and had never returned.



Meeting with the Architect

July 16, 2016

In October 2015, I received money from Ben. Mr. Harrison sent me a refund. I was curious. I called the architect on July 16 and asked for a meeting.

During our conversation over the phone, he said, “Ms. Gloria, I did not know Ben was such a crook until I began working with him.”

Mr. Harrison wanted to make sure I had received the money from Ben. He explained that it took two weeks to get a receipt. Every day Ben showed up for the money, and he refused to give it to him without a receipt.

Ben would say, “You know me. I am not going anywhere. I will give the lady the money.”

And he countered, “Bring me a receipt first.”

When asked why he did not inform me of his decision to quit, Mr. Harrison replied, “I saw how much trust you had in him. He told me you left him in charge, and he can make decisions on your behalf.”



Text from Ben on July 18, 2016 9:17 P.M.

Ms swift pls talk to me, what do i did to you that bad, life is much more precious, I am still the same ben u meet, yes things have went far, but believe me there is a greater peace, take your time but let's do lunch and talk before you go back.

I never responded.

This text was never included in my Witness Statements that were sent to the Court.



Legal Letter of Demand to Ben

July 20, 2016

I needed legal advice. My family had been working with Ms. Mendez, an attorney at Bennett & Williams LLP, since 2003. She offered to write a letter to Ben. In addition, she explained what it would cost to have her law firm handle the case. The numbers were too rich for my pocketbook, so the letter was sufficient.

20th July 2016

Mr. Benigno Betancourt
Triple J Construction

Dear Sir,

As Attorneys-at-Law for Gloria Swift and having regard to your failure to meet your liabilities, we hereby make formal demand to complete the construction works pursuant to the contract dated 1st July 2015 between yourself and Gloria Swift not later than 8th August 2016.

This claim is based on the fact that Gloria Swift has paid you the sum of \$461,944.68 for construction works at Bermudian Landing but to date you have failed to complete the contracted construction works.

This demand is without prejudice to and shall not be construed as a waiver of any other rights and remedies, which our client may have against you.

Should you fail to comply with this demand we are instructed to take appropriate action and will do so without any further notice.

Yours faithfully,

(Signed by Ms. Mendez)

A large, bold, black infinity symbol (∞) is centered on the page.

I Ignored the Policeman's Advice

Ms. Mendez suggested that we filed a police report for the missing items. Marcella and I went to the Ladyville Police Department. I gave the Corporal a summary of the case, showed him a copy of the letter that was being sent to Ben and a copy of a detailed report I had written for the police statement.

He said, "Ms, I know you spent a lot of money, but listen to me, go to civil court. You cannot get more than \$15,000, but you won't be throwing your money away on legal fees. Coming from the States, people think you have money, and they will eat you alive. Stay away from attorneys, and do not choose one that belongs to the same political party as the government in office. They will take you to the cleaners since you are from the States. I will not take a police report. Please go to civil court."

Several officers were standing around because day shift was signing off and evening shift was signing on. The Corporal continued, "That man is crazy. When you left yesterday (I was there with Uncle), he walked in through those two doors, walked up to the desk, turned around and left. He did not say a word. Maybe he thought we were looking for him."

One officer asked, "Who is this guy?"

Another answered, "He owns Julie's right down the road."

Chimed in another, "He reported his vehicle stolen, and we found it in the ditch by Hattieville."



Copy of Demand Letter Left at Ben's Residence/Office

I went to Ben's residence/office on the Northern Highway. His brother was there, but Ben was not. I told his brother to tell Ben that I left an envelope under the door.

As soon as I got home, I met with Antwan and Uncle. I told them that I went to an attorney and left a letter under Ben's door. A copy of the same letter will be mailed to Ben. He had two weeks to complete the jobs for which he was paid.

Antwan said, "Ms. Gloria, I called Ben often to come and finish the work. First, he said that he will come next week. Of late, he said, 'I am not doing it.'"

Later that evening, Antwan told me that he called Ben and told him that Ms. Swift left a letter from an attorney under his door and that he needed to come and finish the lady's work.

"What was Ben's response?"

"He said, 'I am not coming.'"

During cross-examination, Defendant was asked if he recalled receiving a letter from Bennett & Williams. "It was a formal demand of you to complete the work no later than August 8, 2016. Did you take the opportunity to respond?"

"Never respond," was Defendant's answer.



Events from September 24 through November 2016

I Accosted Ben in Benny's

September 24, 2016

I returned to Belize on September 23. It rained all night. The next morning, I went to the bathroom and stepped into a puddle of water. Water was running down the walls and spraying on me as if I were standing under a sprinkler. I hired Castro to fix the problem. He gave me a list of materials for the repair. Marcella and I went to Benny's to purchase them.

While we were waiting at one of the sale counters, Marcella said, "G, isn't that Ben over there at the other counter?"

I turned around. My golly, it was Ben. Wow! He was quiet. I had accompanied Ben to Benny's before. He was loud as he gave shout-outs to every employee whom he encountered, especially the women.

I marched right over to where Ben was sitting. I tapped him on the shoulder and announced, "This is the man I paid to construct my buildings. He was paid ahead of time. He took the money, had not completed the jobs, and had refused to complete them."

You could have heard a pin drop. Ben did not respond. But when he was leaving, as he rushed behind the shelves, he yelled, "Bye Ms. G. What's taking you so long to sue me? I have already cleared out my accounts."

We met at the cash register. He was on one side and I, the other. I yelled, "That's the man who took my money for construction, and now he won't finish the job."

Ben muttered to the security guard and left. I saw Ben several times after that. I passed his residence/office

numerous times on my way to the city. He was either out in the yard alone or sitting with a group of men. I had made my point. There was no need for me to speak to him again. I left the country.

But wait! After Ben secured the services of an attorney, he filed a Counterclaim and then several undertakings. Eighteen months after that confrontation in Benny's, there was an Undertaking that I stay away from him.

Implausible!



Police Report Filed on November 1 on Missing Items

I returned to Belize on October 29. On October 31, I was tipped off that Ben was leaving the country, probably by Sunday.

On November 1, I received another tip that Ben was leaving Belize for America on November 2. About 11:30 A.M., a man's muffled voice was on my phone asking for my brother. When I asked who it was, he mumbled something and hung up.

Later that day, another man called and said, "Your number showed up on my phone."

"No, I did not call you."

"Well, I am the man who did your bars, and I was wondering if you have any other jobs for me?"

"No, I don't."

Next, Ben texted my sister-in-law in America with some "mumbo jumbo" and she struggled to figure out what he was trying to say. His spelling was "atrocious," but she deciphered something about American Government.

An attorney suggested that I file a report on the missing items. This will enable the police to stop him from

leaving the country. That report took four hours because the policeman reeked of marijuana and seemed to have difficulty typing the report.



Channel 7 Interview on November 2

On November 2, a reporter and cameraman from Channel 7 showed up around 10:30 A.M. They saw the work or lack thereof or the poor quality for themselves. I gave the reporter Ben's number. When I called the reporter after 3 P.M., he mentioned that he had gotten in touch with Ben and was interviewing him at 4.

I did not watch the interview. But right after the news, friends called me with Ben's side of the story. They were appalled at his comments because they were on the premises and had seen the conditions of the structures.

Later that night, Ben left by bus and crossed the border into Mexico. The next morning, Antwan said, "I met Ben at the bus depot last night. He was taking the bus to Cancun and will fly from there to the United States."

Police and American Embassy Contacted on November 3

I called the police and was told to notify the American Embassy. I called the Embassy and the lady who answered the phone asked if I was the one on TV last night. She told me to submit a summary in writing. By the time the American Embassy acknowledged receipt about 10:30 A.M., Ben was already out of the country.

During the interview, I mentioned that I would be authoring a book about my experiences.

Activities Between June 2015 and November 2016

Exhibiting the charts below would have eliminated confusion on dates and events.

2015	Activity	Estimates/ Payments
June 9	Discussion to renovate existing two-story structure	
June 10	Estimates received. No sketches No decision, agreement, or contract	Top \$9,492 Bottom \$17,469
June 17	Met Antwan Lord; advised of family's interests; prepare ideas & present next summer.	
June 21	Mr. Harrison, architect arrived.	
June 30	Ben pleased with decision to start larger job; "No problem." Renovation on back burner; moving forward with building of restaurant.	
July 1	Contract signed; schedule to track work by time/phase	
July 2	Phase I - payment wired; Ben did not know how much money he received; told to call bank.	\$24,576.97
Jul 10	Phase II - payment wired; Ben called bank for amount	\$59,465.00
One wk. later	Ben's employee smoking pot; Ben told "no drugs." He said, "I need it like you need 3 meals a day."	
Before Aug. 1	Chose tiles, sinks, toilets, cabinets; left Belize on 8/1	
Aug. 3	Payment wired for Phase III; included Ben's suggestions for additional jobs	\$99,711.73
August	Hired Sam for electrical/meter bank; denied hiring Sam; still owes him	
Aug. 9	Sent Ben picture of wooden ceiling. "Not there yet; no impact on work."	
Sept. 17	Phase IV payment wired for paints, tiles, cabinets Paints, tiles, cabinets	\$27,745
Mid Sept.	Ben telephoned, ahead of sched. Building will be ready by end of Oct.	

2015	Activity	Estimates/ Payments
Oct. 27	Arrived in Belize; tiles installed; Inferior; not the ones chosen in July; told Ben	
Oct. 28	Received copy of plan and arch. fees plus refund from architect	\$1,067
Oct. 28	Met with Ben; discussed inc. work, item by item	
Oct. 31	Paid for Plumbing Paid for Electrical, Septic/soak away Paid for mahogany Wooden ceiling; Ben said price not incl. in \$7,000 Electrical for main building Ramp Insulation Beam for veranda; not pd before per Ben	\$ 16,550 \$ 10,500 \$ 1,800 \$ 7,200 \$ 1,200 \$ 600 \$ 125 \$ 220 \$ 1,400
Nov. 1	Ben Volunteered to supervise workers \$ to Ben: Henry & James for Nov. & Dec.	\$2,320 + \$720
Nov. 1	Met Roswell; materials approved \$1,900 deposit left with Ben; I left Belize	\$13,500
Mid Nov.	Ben said house will be ready for Thanksgiving	
Nov. 23	Wired money for bars with screens, yard lights Ben did not know how much \$ deposited	\$18,695.30
Dec. 4	\$ wired for yard workers; both quit in November	\$1,100
Dec. 17	Margie & I arrived in BZE; Ben picked us up at airport. "You can sleep in your new house; but you can't use bathroom. "Ben... no work since I left."	
Dec. 17	Installation of bars incomplete; not the bars I paid for; flimsy, cheap; tiles not installed; installer quit over pay dispute	
Dec. 17	Ben sub. estimates 16-acre fence; rejected. Job given to Uncle and family	
Dec. 18	Ben & Pilar went for logwood posts; seller called; Ben cheated him \$100 out of \$800.	
Dec. 22	Ben collected for kitchen cabinet; but was already paid on Oct. 31 under Plumbing	\$1,500

2015/ 2016	Activity	Estimates/ Payments
Dec. 27	Charged for rail downstairs; front & back porches; in plan; cost was not; charged to tile steps; cost not incl in Phase IV estimates	\$2,925 \$ 450
Dec. 27	Discussion on shed; approved Pentagon-shaped;	\$20,379.50
Dec. 28	Presented bill for four men he hired; found one; others UTL; Ben collected for transportation, gas trimmer, supervision of men	\$1,105 \$300
Dec. 29	Discussion on renovating existing two-story structure	
Dec. 30	Estimates & sketches received; approved by Sister & I No written contract; Ben said, "Sooner you send money earlier I get done."	\$33,195 top \$24,496 bottom
Dec. 31	Ben dropped M & I at airport; I returned to BL: issues with neighbor	
<u>2016</u>		
Jan. 1	I left Belize; no changes suggested; no changes made by family; not notified of changes by Ben; Ben to follow-up with surveyor	
Jan. 6	Wired total of estimates received 12/30/15; full payment for GHs 1 & 2	\$57,691
Jan. 8	Email from Ben; Uncle, Pilar & Jose worked two more weeks	\$2,700
Jan. 26	New estimates emailed for GH 1; no sketches Questioned Ben: forgot to add cement; labor cost went up New estimates emailed for GH 2; he thought he could use most of the materials from original structure	\$36,044.50 \$54,731.00
Feb. 1	Bill emailed for septic for GH2; septic was left; wired pmt. 2/23	\$1,600
Feb. 4 Feb. 23	Payment wired, includes balance/diff in new estimates from January 26, plus garage & storage	\$72,514 \$51,844
Feb. 12	Emailed picture of bars I paid for; pictures Ben sent did not look as sturdy as the ones I paid for.	
Feb. 23	Paid for assessor; per Mr. Selvin, surveyor, Ben never went to Land Department; no assessor was needed	\$400

2016	Activity	Estimates/ Payments
Feb. 26	Ben emailed - jobs will be finished next week; want to finish zinc house and sister-in-law's house by next week	
Mar. 1	Follow-up 3-page check list; Ben called; asked me to read it to him; four items on list completed	
Mar. 1	Ben reported all jobs completed; notified Ben by email that I will withhold a balance; Ben agreed that I hold balance on Tower until completion of work has been verified.	
Mar. 2	Ben orally told that balance will be held; he agreed; Final payment wired on GHs 1 & 2 and shed	\$22,793
Mar. 6	Ben sent email to design fence; I did not respond.	
Mar. 27	Follow-up checklist emailed to B; Mar. 28: Ben called; all items completed	
Mar 30	Informed Ben I may visit in Apr. Container should arrive	
Mar. 31	Ben sent email for another job to build a road; gave no response	
Apr. 1	Sent questions to Ben on GH ½; he did not respond	
Apr. 6	Ben called and demanded balance be sent after he agreed on Mar 2 to hold it pending verification	
Apr. 9	Ben's rants by email; wired Ben balance held for tower	
Apr. 15	Bill received from Ben: GH 1: for vat, slab, gutters, pipes GH #1: door, screen, windows GH#2: gutters, pipe fittings GH#2: welding Tower/Main Porch: bar door/main porch, screens Livestock Metal screens	\$2,290 \$1,450 \$ 750 \$1,850 \$2,600 \$ 885 \$ 625
Apr. 15	Money Gram	\$10,450
Apr. 27	Arrived BZE City; stayed in city until May 5	
May 5	Arrived on premises with container from Customs Shocked! Disappointed! Unfinished work!	
May 5	No locks on doors; Ben denied knowledge of the locks	

2016	Activity	Estimates/ Payments
May 6	Ben presented pieces of papers for approx. \$8,000; he said I owed him for work he had done; told him more details needed on one piece of paper; scolded him for squandering my money	\$5,000
May 6	Ben brought bank statements; read and explained them to him.	
May 6	Ben sent descriptions by email; billed for septic again	\$1,200
May 6-10	Emails from Ben for additional jobs	
May 7	Hired Miles, supervisor for Ben; Ben was not pleased. Scolded him again.	
May 7	Gave Ben list of most critical deficiencies; read them to him	
May 7	I left BZE. Sent mail attachment: jobs of \$100 or more must be approved; receipts/invoices must be presented for payment	
May 10	Ben checked status on estimates; I did not respond	
May 22	Four more estimates submitted (2 before these) for jobs he wanted; ignored them	
May 7-25	Emails between Ben & I. Do they support his Paragraph #25?	
May 25	Miles picked me up from airport; reported problems with foundation	
May 26	Ben arrived about 6:45 P.M. Paid Ben balance from May 6 he promised to get the work done.	\$3,788.78
May 27	Antwan left at 6 A.M. Miles & I visited the Mennonite who said he spoke to no one about going to B.L.	
May 27	Ben returned about 4 P.M.; Ben met me in Enrichment Center, announced, "Your cabinet maker is here." Cabinet maker, "Ceiling is not mahogany."	
May 28	I left Belize; left deficiencies list; May 29: Marcella gave Ben a copy	
May 29	Sent letter to Ben; mentioned list of corrections; plumbing not commenced in guest houses; water leaks on property; foundational issues	

2016	Activity
May 29	Confrontation between Ben and my relatives; the woman with him was blocked from entering my house; all hell broke loose.
June 1	Work on floor downstairs; Miles emailed, "Floor downstairs should be completed today."
June 3	Email to Miles; give Ben Work Completion Plan
June 6	Reunion guests to begin arrival for Family Reunion June 18
June 4 -9	War of Words on FB between Ben and I
June 7	Letter to Ben's brother Klinger; solicited his help. No reply.
June 8	Something smells; Castro found angular pipes in bathroom walls instead of straight ones.
June 9	Turned water heater on; water rain down from ceiling above and into the dining area below
June 9	Verification of deficiencies with two of Ben's workers; family members and the two workers walked the premises and verified deficiencies; assumed men were there to work on the issues, but they said, "Talk to Ben." They left.
June 10	Reunion cancelled.
July 2	Per Miles: Ben rarely showed up; when he came, ate, and left.
July 10	My brother & his wife intervened; Ben said he had no issues with the list of deficiencies but wanted to speak with me first.
July 14	Made a surprised visit; met Ben on the premises with Antwan & Uncle Jeremiah sitting on a tree branch
July 16	Met with the architect; I wanted to know why he returned money
July 18	Text from Ben; requested that we meet for lunch and talk.
July 20	Legal letter of demand. Ben had until Aug. 8 to complete work for which he was paid.
July 20	Visited Ladyville PD; showed my documents; explained problems; and presented my detailed police report
July 20	Placed copy of demand letter under Ben's door.
Sept. 23	Returned to Belize; left on September 27.

2016	Activity
Sept. 23	Getting wet in bathroom; realization setting in that I paid Ben good money and got screwed.
Sept. 24	Accosted Ben in Benny's. Ben's words, "What took you so long to sue me? I already cleared out my accounts."
Oct. 29	Returned to Belize; tipped off Oct. 31 and Nov. 1 that Ben was leaving the country.
Nov. 1	Filed police report on missing items
Nov. 2	Channel 7 TV Interview; Ben & I spoke to Channel 7.
Nov. 4	Mr. Cruz, contractor, a contractor visited premises. After Ben abandoned the jobs, Mr. Cruz was the first contractor to conduct a thorough inspection and provided a report on deficiencies.

Who Damaged Whose Reputation?

Paragraph #45

“I say that the statements are untrue, and by reason of the various means of publication of the words complained of, the Defendant's reputation has been seriously injured, and he has suffered considerable hurt, distress, and embarrassment and financial loss. I have heard people refer to me as "the contractor that thief [sic] the old lady.”

Paragraph #46

“I believe that the posts and publications have been viewed by many persons. Due to Ms. Swift's persistence in publishing or causing to be published the aforementioned libelous statements, I have had numerous inquiries from friends, colleagues, clients, and members of the public who are all questioning my integrity.”

Paragraph #47

“In particular, I believe that the publication of the Interview has seriously harmed and continues to harm my reputation in Belize, as I continue to receive numerous inquiries related to the Interview from family, associates, and other members of the public. I have not had any new jobs for two years, and I have lost jobs because perspective clients informed me that they heard about me in the media.”

Where are the written reject reports from prospective clients? Show us your bank statements and income tax records for the past five years.



Email - Supposedly from Ben's brother

June 8, 7:33 PM 2017

Hi it's klinger, can u send me ur number, I would like ur advice, my number is xxxxxx



I Investigated One of Ben's Allegations

Paragraph #48

“Due to the difficulties my business has been facing I recently tried to obtain a loan from the Development Finance Cooperation to change my career and open a restaurant, but I was informed that was not eligible because of a news clip they found about a lady I stole from.”

Ben provided no reject letter.

On November 9, 2018, I telephoned the Development Finance Cooperation. I asked to speak to the individual who makes the decision on whether I get a loan or not. I explained that I recently moved from America and was doing some research. The young man asked what type of loan I wanted. I answered that I would like to open a restaurant.

He said, “There are certain required documents like social security card, plus the application which tells you what you need. Would the income sustain the loan? In other words, can you make your monthly payments?”

I asked, “Would you do an external investigation about me, like on the Internet or the news media?”

“It's not that intensive. It's based on your application.”

“I have an intelligent question. Let us say, ‘I was in construction and someone reported to the news media that I did not do a good job. There was a conflict between the client and I. As part of the decision-making, would you go out and do external investigation in the media to research my background in construction?’”

“No. You submit your application with the required documents. After we review it, we call you. You come in and meet with us to discuss your application.”

“I am helping a young man who was in construction and is being sued by an unhappy client. Would he be denied a loan?”

“He submits his application. We review it. Then call him in for a meeting.”



More Unsubstantiated Claims from Ben

Paragraph #49

"A large portion of my clients had come from abroad, particularly from the United States of America. Since the defamatory marks complained of have been published through various mediums, my business with international clients has been seriously affected and continues to suffer as the internet is my most frequently used medium to conduct and gain new business with those clients..."

Ben submitted no references from previous international clients and no reject letters from clients who said they would not hire him because of what they saw in the media. Ben never mentioned to anyone in my family or me about international clients.

When I accompanied Ben to First Caribbean Bank in July 2015 to inform them about wire transfers, he had no idea what that entailed. He had no clue about conversion rates. Later, the bank statements he brought to me only had deposits from my family. All other entries were withdrawals.

Paragraph #50

"The amount of business I would normally get from international clients has diminished significantly. I have not gotten new construction contract since last year. As a result of this, I have had to rent my office space and am unable to conduct my business as I normally would. Despite having

worked in the construction industry for several years, I have been forced to seek other sources of employment, and I am currently undergoing training as a tour guide."

Ben introduced himself at trial as contractor and tour guide. On May 26, 2016, he told me that he was taking tourists to Spanish Lookout the next day. More than two years later, he is training as a tour guide?

January 31, 2018, an ad to rent his office/living quarters was posted on Ben's FACEBOOK page, after the lawsuit was filed. You could barely see "For Rent" sign under the air conditioning unit. There were no other signs posted outside the building. Ben was still living there. The 'For Rent' sign was removed after the trial.



A Stranger Showed Up to See Ben's Work

May 2018

It was the week after Mother's Day. I was at home working on my Witness Statements when I heard, "Ms. Swift. Ms. Swift." I was not expecting anyone; hence, I did not move. The shouting continued off and on for about three minutes. I decided to go to the gate.

I did not recognize any of the two women, one younger than the other. The younger one informed me that she was Castro's sister. The older lady told me her name, but I did not recognize it. Hundreds of new residents have occupied the surrounding villages since I left over fifty years ago.

The older lady said, "I want to build a house in the city. Kevin is working for me now. I offered him the job, but he does not want to work there. Then I told him that Ben Betancourt submitted estimates to build my house, and I wanted Kevin to supervise him. But Kevin said, 'You need to go and talk to a lady named Ms. Swift. Ben did some work for her. They have been asking me for months to make corrections, but construction issues were so bad, I do not want to be blamed if I cannot fix them. I have a good reputation. And I do not want to supervise Ben.'"

I escorted them in and said, "I am working on my case right now." I invited the women to sit down. "Here are my folders. Feel free to walk around the house."

The older lady looked through the folders. "Ben is telling me to 'hurry up and make a decision' but I won't. My attorney is reviewing the contract and my husband and niece want me to get plenty of references."

"That's a great idea. I wish I had."

"Ben showed me lots of pictures, but he did not show me any of this house nor did he mention it. He told

me that he is very rich, that he has so much money he flew to Chicago for the weekend before Mother's Day.”

“He was here that weekend. On my way into the city, I passed his place before 7 A.M. On Friday, he was exiting the door. On Saturday, he was reversing out of the gate.”

“Well, I am not making a decision until I hear from my attorney. I will get more references.”

“Let me be clear. Am I telling you not to hire Ben?”

“No. I will make my own decision.”



Mr. Kevin Santiago's Statement

My name is Kevin Santiago. I have been in the construction business for over 20 years and as an independent contractor for 10 years.

In April 2018, Mr. Jeremiah, I built one of his houses, asked me to go and see his niece by the Swift's place in Bermudian Landing. They have some construction problems.

I went and met with sisters Margie and Eva. They showed me around and asked if I can return on April 12 and meet with their sister Gloria. I said I would. I met with Ms. Gloria and walked into the main residence upstairs, the restaurant downstairs, and two guest houses to the rear of the property. While she explained what she would like to be fixed, I made a mental note and told myself, "I am not coming back. I won't be able to fix some of these things."

I left and promised to call her back in a few days. Ms. Gloria called me at least once a week and I told her I was very busy. That was true. Then in June 2018, I visited the place again. I told her, "I have not seen construction this bad, and if I don't fix it right, my reputation is at stake."

She told me that she would appreciate any help and that she would not blame me if something was not done right. I promised to charge the least possible to cover labor. She agreed to buy the materials.

I repaired the following:

1. Dust falling from the kitchen ceiling and onto the counter below. We cleaned and sealed the vent. However, a few weeks later, Ms. Gloria informed me that dust was still coming down. After a more careful investigation, it appears that the problem is coming from the wall due to incorrect mixture of cement, sand, and water. Ms. Gloria suggested that we leave it alone for now.
2. For the two bathrooms, doors were only closing half-way. We took them down, sanded the top, and reinstalled.
3. For the three bedrooms, doors were only partially closing. We took them down, sanded the top and sides, and re-hung them.
4. Two exit doors upstairs and one at the bottom of the interior stairs had to be removed and sanded.
5. All upstairs windows were difficult to fix. Some were closing and some were not. The louvers appeared to be forced in. The frame for windows were not the same size on all four sides. We could not remove the louvers without breaking them. Downstairs windows were worst. The windows would not close properly because where the bottom piece should go under, that area was filled with cement.
6. The veranda and walkway were cracked. We resurfaced them.
7. The walls were cracked; paint was peeling off the walls. Inside walls needed another coat of plaster and or paint. The family was going to repaint.

8. The garage: water was still seeping inside. I added a bump inside the garage door and a drain outside the door. According to Ms. Gloria, she is concerned about the foundation as the bump is getting lower and depending on the strength of the wind and rain, water is seeping into the garage.
9. The bathrooms - Ms. Gloria reported that two contractors have tried to fix the plumbing. She explained that on June 9, 2016 when her family arrived, a terrible odor emanated from the bathrooms. A plumber broke into the wall and found angular pipes instead of straight ones and that was corrected. However, the bad odor returns, especially after it rains.

According to Ms. Gloria, when water is turned on in the bathrooms upstairs, it floods the bathroom downstairs. A previous contractor found lots of pieces of pipes as he tried to fix the problem. Another plumber came and said he found the problem, but the leaking continued. I was called. There are still lots of pieces of pipes. It took a while because when we thought we turned off the valve to the main water line, it was not and the whole house flooded because the pipes were mixed up and there were no plans to help us. Then we noticed there were pipes leaking on the outside. We thought we had corrected the problem. However, after five attempts at stopping the leak, water is still seeping into the bathroom downstairs.

The cold-water pipe to the main bathroom upstairs appears to be clogged. Ms. Gloria reported that the original contractor told her in May of 2016 that it was clogged with

pebbles or stones, and that he was going to fix it. We blew it out, but the water pressure is low and is not flowing in any noticeable amount. The hot water faucets in both showers will run cold for about five minutes, then go hot for about 15 seconds, then cold again.

I have consulted with other contractors and the only option left is to knock out the bathroom walls upstairs, remove the bathroom ceiling downstairs, and trace the pipes. At this time, without knowing what I will find, the job should cost between \$5,000 and \$10,000 only because rebuilding is expensive. We would replace the walls, ceiling, and pipes.

Sincerely,



Ben's Defense Team

Ben spoke with Mrs. Peterson, my first attorney, in November 2017. He informed her that he did not have an attorney and asked for advice. She told him that since she represented Ms. Swift, it would be a conflict of interest. Ben offered her \$7,000 or \$17,000. She did not understand what he was saying, but she did not want to get into a discussion with him. She requested that he bring the receipts to show how he spent Ms. Swift's money.

He promised to show up at 2 P.M. the next day. He did not. Instead he called to say that he was going to visit the man in charge at the Courthouse who would explain his rights to him, but he was not hiring an attorney.

Later he called Mrs. Peterson and said, "She wrote a book and tarnish my reputation."

Ben hired Mr. Castillo to defend him. He was assisted by my first cousin's granddaughter. Once I read Ben's responses to my Claim and his Counterclaim and frivolous undertakings, it was difficult to understand how a former Adventist pastor could be so creative.

If you read the Defense's Witness Statements, even if you did not look at my photographs - there were countless conflicting allegations - I am surprised he made it that far without someone extricating fact from fiction.



Submissions

The trial was October 17 and 18, 2018. Court adjourned until November 29, 2018. I assumed a decision would be handed down on that date, but it was mainly the attorneys providing case laws to support their case and clarifying what was already presented. Mr. Henry handed me a copy of his Submission outside the courtroom. I told him like he told me about my Witness Statements, “This is too much information. I won’t read it.”

Mr. Henry was given the opportunity to speak first. His presentation was brief. However, when it was the Defense’s turn, and Mr. Castillo brought up certain issues, Mr. Henry stood up, but was told by the Judge about three different times to sit down. Why? I played the tape several times. I concluded that there were issues he should have addressed during his presentation and did not. Therefore, Judge Graham would not let him respond to them during the Defense’s presentation.



What the Judge Did Not See

Before informing you of the Judge's decision, let me remind you, Dear Reader, of a few events that were not presented to her. The emails on February 26, 2016 that read,

Ben 2/26 5:03pm

I want to finish zink guess house and Ms Dawn house next week Friday, so I am keeping you guys in the dark, smilw

Gloria 2/26 5:06pm

Quality is more important than speed.

Ben 2/26 5:07pm

I know or I would have finish last week, lol

Gloria 2/26 5:09pm

That's right. It's Friday. I HOPE YOU KNOW I am saving messages for when you are sob--. Then, we will sit on the veranda, I will read, and you will laugh.

From Ben 3/2 6:45pm

Thanks for the list, most is already finish and I have some question on some and some is to be completed I will keep you posted

Ben had submitted six estimates. On May 10 he wanted to know if they were approved. I cursed him out on May 6. Remember, he said I made so many changes that extended his time completion time.

May 10, 5:39PM

“...is any of the job in my estimate approve...are you sending any money for me this weak?”

Text from Ben on July 18, 2016 9:17 P.M.

Ms swift pls talk to me, what do i did to you that bad, life is much more precious, I am still the same ben u meet, yes things have went far, but believe me there is a greater peace, take your time but let's do lunch and talk before you go back.

Judge did not hear about the “fake cabinets.”

Judge did not hear the Defendant’s narrated video that he provided mahogany ceiling.

It was not made clear during the trial that the additional works paid for in August were submitted at the behest of the Defendant. Those works were completed before October 27, 2015 and **did not** extend Defendant’s completion date of construction.

Judge did not hear that when Defendant was told on December 29, 2015, that Claimant had noticed that no work had been done since October, Defendant said he had four days of work left. It was Defendant who asked for the other projects and Claimant was foolish enough to assign them.

Judge did not see the evidence that Defendant was constructing another building elsewhere and completed that on January 25, 2016.

Judge did not see Mr. Cruz's report regarding his observations of the deficiencies in September 2016.

Judge did not see Mr. Santiago's report about his observations and his repairs in 2018.

Judge did not see the letter from my brother and his wife as they compared the quality of work between my buildings and theirs.

Judge did not hear that I filed a police report on November 1, 2016.

Judge did not see my spreadsheets that showed the photos of deficiencies, how corrected, by whom, the cost and receipts. If corrections were not made, then estimates were provided.

There were also two documents submitted earlier in Response to Defendant's Claim and Counterclaim: "Work Paid for but not Done" was #13 and "Defects Remedied by Claimant" was #15. Both documents included photographs and explanations. This is important when you read the transcript from the judge's oral decisions. They should have been included in my Witness Statements for the judge to consider them.



Here Comes the Judge

The judge presented her oral decision on February 22, 2019. Her written was due on or before March 31, 2019 and is still pending. What follows are excerpts from her oral report which I understood were lengthier than what her written report will be.

“This matter has been reduced into a short form. What I do is not read my decision. I give my prepared main reasons, and I will follow up with a written, so you comprehend exactly what the content of the decision is.

“This case is, is, is quite specific and you would recall that when it came to the Case Management initially, I sent you to Mediation which was not successful. There are some matters that lend themselves to Mediation - this kind of matter with its fact pattern. I am going to say, I will be very direct, and I will like the parties to understand, that it’s just a matter of me being direct, a very matter of fact (inaudible). This was not the kind of fact pattern where I think the strict computation of the law that you are going to get – the minute you step into the courtroom - that will result in satisfactory resolution for both parties.

“There was, there was, there is too much within that that where if you apply the law strictly, it really doesn’t reflect what – but in the court of law that we are - it is the law.

“I framed my reasons with a few broad considerations, a few broad observations in the matter and the first thing that I matter of fact – is that this was not relative to the value of the contract in the first instance after the party combined

estimates with a sum of money almost totaling short of \$200,000. The nature of the contract that was agreed between the parties was really not reflective of and not commensurate with that sum of money being expended. The contract did not properly provide the basis upon which that kind of money and that even though within the realm, much of a private residence, it did not properly provide in a way that the legal (inaudible) ought to have been behind. So, I think there is a lot of fact pattern that suffered because of that.

“I also matter of fact say that the contractor and the evidence, very broadly speaking, the way in which business was conducted, was not very organized. It did not provide – I did not see any properly accounting, I mean accountability, for the project of that size and amount.

“That agreement that was there, and the way in which funds were disbursed, and the plans and absence of specification is something of a value that ought to have govern \$5,000, \$10,000; not \$200,000. So inherently, you have a weakness in the agreement that ought to have govern the parties.

“So, when we come to apply the principles, it’s not exactly going to be appropriate to be looking in the same way that we look at civil contracts.

“The next thing I will like to say is that in terms of the Claimant’s case, there were a few documents that were pended to the Statement of Claim that did not find their way into the Witness Statements. As such parts of the

evidence was overlooked. Evidence is what comes from the Witness Statements, a few documents that did not make it.

“And when we speak of this case, of the nature of the breach, when we speak of the language used is “defect” – I use to clarify from the outset by saying defect signifies not fit for purpose. And in this case, in the complaint, I find even the word defect is used, and the complaint is poor quality of work, lack of good resolution.

“Alright, so, with just those parameters, let me get into the settling.”

The Judge began by summarizing events beginning with the signing of the contract on July 1, 2015. She mentioned the addition of the driveway, walkway, and parking area in August 2015 which “add to the scope of work.” She “categorized the \$7,000 mahogany ceiling as an add-on in the same time period.” She also labeled the two guest houses and garage for which construction was assigned in December 2015 – “as further change” - all these additions would have added to “the length of the construction time.”

Not so. It was not reiterated to the Court that with the exception of the wooden ceiling over the living room, which was requested by me on August 9, Ben had suggested those additional jobs and was paid for all of them in August 2015, and they were completed by October 27, 2015. Defendant testified that before he received the architect’s plan in September, they were already building upstairs, and the roof was sealed in October.

It was also lost in Court that the Defendant told me that the construction of the residence and restaurant would be finished by the end of October, then for Thanksgiving, then Christmas. When my sister and I visited in December, he said he had four days of work left. The addition of construction of guest houses and garage on December 29, 2015 was separate from and independent of the original contract and had nothing to do with nor did it have an impact on the 5 months 3 weeks that the contractor assigned to the construction of the residence and restaurant. As I noted, there were no workers on my site in October or in December. I even told Ben that everything was the same way I left them in October. Evidence was obtained that the Defendant was building a house elsewhere and that was completed on January 25, 2016. Defendant reported on March 1 & 2 that all my jobs were completed.

Judge stated, "I made particular finding of fact that subsequent to December 2015, Claimant did not make any changes to the job.

"And the Defendant had admitted receiving and getting paid in accordance with all estimates that he had submitted so there is no dispute on the basis of that. He has been paid on all of the estimates and there were monies paid over and above the estimates from time to time, but this case is not about the amount of money paid so I don't need to dwell on how much was paid and how much was acknowledged as

received. From time to time, over and above the estimates...and the estimates was the way in which the Defendant received his payments – over and above the estimates, there were funds paid by the Claimant to the Defendant - over and above the estimates...

“In terms of completion we looked at it from the standpoint both of delay and termination of contract, alright? In terms of delay, this action is not one of the issues upon which relief has been claimed ... The claim is not particularly about damages for failing to finish on time. It was very much part of the narrative but there was no specific claim based on the works that were not finished on time (inaudible) and it would not be reasonable based on the additional works that were given from time to time. What the Defendant has probably said in relation to the readiness on several occasions is not a matter but as I say in terms of relief claim, I do not have before me relief that needs to be granted on the basis of delay. So that’s more or less part of the narrative (inaudible)...”

“In terms of termination of contract, my specific finding is that although the Defendant’s contention that the Claimant in fact repudiated the contract by expelling him and chasing him off the property, I find that even though there may have been words spoken in relation that poured out of her dissatisfaction, and perhaps more accurately said out of her anger and frustration...the evidence thereafter, the emails in June, the lawyer’s letter which the Defendant acknowledged receiving and the Defendant did not come to finish, therefore, I find that as a matter of fact, it was the

Defendant (inaudible) who repudiated the contract; he did not come and finish the job.

“So, against the backdrop...we go to the specific issues: (1) You did not do the work properly. (2) You were paid for work that you did not develop, you didn’t do it (3) There were materials that you were paid for or that you bought that have not been accounted for...

“In relation to the complaint that you didn’t do the work properly, the Defense on the other side is well, the works are fit for purpose, it is substantially complete, here are the pictures of the finished product, just a little bit of, of, of (inaudible)...

“In relation to the pictures, you both stand on the same footing, in relation to the pictures. The Defendant would say, ‘I say it was finished and here are some pictures...The Claimant says, ‘They really weren’t finished properly and these are the pictures...’ Whereas on the one hand one person would say, ‘Well, you can’t come and say this and put in pictures but on the other hand, say well, yes, I have finished and here are my pictures.’

“I looked at it through that lens, and what is it that I found? Within the Claimant’s Witness Statements...there are things that a person can comprehend of their own sight to say well this is not done, that is not done, and it would be a matter for the Court to give weight to it. Alright?

“Now, the Claimant had her list of the 6 of May, which she said when she returned on the 22, it still was not done. She left that list with the Defendant again on the 28 when she

left or 27, which I believe. Then there was that portion between that end of May and June, where as far as I can see, the evidence is not that distinct in relation to what transpired on the work site.”

My family was there in June along with Miles Stanford. According to their reports, which were not included in my Witness Statements and submitted to the Court, no corrections were made. Paragraph 122 of my Witness Statement noted that “nothing had been corrected on the deficiency list which was provided.” That spreadsheet was critical.

“So in relation to the list, because there is that time that expired from when it was left and I do not find that on the evidence, in relation to the actual list, there is a reckoning of what was done and what was not done. The list is not what informs in the findings of fact...What was not done and what was wrong, I take from the Claimant’s Witness Statements as supported by her pictures. In relation to the Defendant, what he has put in is the exterior of the building which looks quite nice. One can’t say that it’s not properly done just from looking at exterior so I can’t take away from him on the exterior. But the Claimant’s complaints come from within the building, and leaks and ill-fitting fixtures, and not properly finished doors, and things, etc.

“So specifically what I do find and I accept from the Claimant’s evidence that these matters as she apprehended them for herself, because the time of which she apprehended them is in her Witness Statements and in particular in September 2016, the Defendant having left the

site in June of 2016, alright, between September and June, whatever it is that was done, these are the things that were still left and because of these reasons I am finding that work was not properly done, whether or not it was probably curable...”

Judge paraphrased from my Witness Statements Paragraphs 101 to 105, basically mentioning some of the deficiencies I have described with pictures (presented earlier).

“The point is that these were matters that were contained in the estimates...those estimates by its own evidence, in addition to the monies that were sent, they were paid up, they were paid up. And in relation to Guest House #2, it also said that there was leak by the kitchen sink. All of these things by themselves are minor, in my view, the layman’s view, looking at them, not so much doors that don’t properly fit; that’s not acceptable...but in new construction you would expect teething problems but one is fine, two is fine, three is fine, four is getting on your nerves, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen – that is unacceptable and that is work not properly done.”

Judge commented on the quality of the pictures, “Submit images that are clearer... Let the courts get the best quality...”

I agree. The original pictures should have been submitted.

Judge continued paraphrasing from my Witness Statements Paragraphs 123, 124, and 125 mentioning deficiencies which were not mentioned in Paragraphs 101 to 105: “leaking from the two-story roof upstairs, roof not properly sealed; water leaking from the windows and doors, gaps under the door and between doors and frames; windows could not fully closed, cracks in bedroom walls and in the restaurant’s interior and exterior walls; leaking urinal, mold from leaks, faulty electricals; loose tiles - individually, individually, one, one could fix itself; ten, twenty? Work not properly done...”

“In relation to the materials paid but not accounted for, so that includes the work paid for but not done, which includes the washer and dryer area was not done, the shelving in the guest house, the porch was not done.

“In terms of the materials paid for, this focuses on more than one thing. I am placing that factor, the issue in relation to the burglar bars.”

The judge narrated from my Witness Statements, that I gave the Defendant \$13,500 to be paid to Mr. Roswell; that I had seen the samples, but later found out that Mr. Roswell was not given the job. The burglar bars put in were of inferior quality.

“It’s one thing if she hadn’t seen it, but it’s another thing, and this is also me putting in context, the whole lens through which the contract is made, the standards so to

speak. Yes, I allowed the Claimant to say, ‘I saw the bars that I was paying for, the man did not do the job. Yes, bars were put in but it’s not of the same quality; it’s of inferior quality.’ I accept that and besides that, in keeping with the general modus operandi coming from the Defendant, it is not that there were receipts or invoices to support how he spent the money. And in Counsel’s submissions, there was reference to the Defendant’s estimates and invoices...there was nary an invoice, not one, not a receipt to show where materials were purchased. If someone different ended up doing the burglar bars, well then show who you paid. So, this permeated through the entire operation, in the manner that the estimates were given, yes, estimates were given, estimates are estimates, but for a contract that uses this sum of money, where is the additional accountability?

“I said I was going to be very plain on the Claimant’s side, alright? On the Claimant’s side, that’s your money. Know how it was spent. I understand the human interaction - you put your trust in someone and you expect, and you have no reason to believe that it would be done in any other manner...

“In relations to the burglar bars, I accept that the burglar bars were not what were paid for...It is accepted, it was not denied, that the person or however it is that the burglar bars were installed, it was not by whom her instructions were left, that was not what she agreed to and on top of that it was of inferior quality...you paid \$13,500 for burglar bars but you did not get what you paid for...

“The mahogany ceiling...I accept that it was not mahogany. I reject that it was something more expensive

than mahogany because based on the modus operandi, if it was something more expensive than the \$7,000 that was given, based on everything else that was done and in accordance with how it was done, the Defendant would have said that ‘I spent more money...’ I do not accept that the ceiling that was built was more expensive than mahogany. The Claimant can’t tell me what kind of wood was there, but I do accept that it was not the mahogany that she paid for.”

The wood was stained, and contractors would have had to remove and test it. In fact, that would have cost me more money. All three contractors who were questioned gave a different kind of wood. One said the wooden ceiling cost about \$2,600.

“I accept the Claimant’s report that beaver board was used instead of plywood. Plywood is not a hardwood. Beaver board is something that is far more inferior to plywood. I accept that beaver board was used in the veranda ceiling. She said that there were locks that were not accounted for.”

In relation to the work not done but paid for, Judge summarized from my Witness Statements: the shelving, porch, and door that were charged in estimate for Guest House 1; concrete slab for a vat; the shed, washer and dryer area for Guest House 2.

“In terms of the relief, what was sought, in the Statement of Claim, the sum was \$44,000; in the Witness Statements, it says \$80,000.”

My Lady, the Statement of Claim was prepared prior to October 2017. Since then, more corrections were made to doors and windows, walls, gutters, veranda, walkway, electrical, plumbing, and building the washer/dryer area. All were documented on the spreadsheets which were not submitted to you.

“Here is where, when you apply the law, it sometimes doesn’t always do justice. This is a court of law... It is not acceptable for the Court to be asked to simply order for damages based on reimbursement as per receipts that were before me. In as much as I accept that from the Claimant’s eyes, from anybody’s eyes, you can sit there and point to work that is not properly done. It is not the same way that in a court of law, you can sit and say, ‘Here is what I paid’, without there having been an appropriate reference point that even specifically, group together and settled all of the deficiencies relative to the cost of remedying them. So I don’t know what you had to do to things. I don’t know whether you had to replace windows. I don’t know.

“When I looked at the wad of receipts that was presented, and believe you me, I thumbed through every single one. Number one, there are some within the material type. There are many within the material type, but still how do I know, as the Court...that this is truly, and the reference point, the terminology for the measure of damages, is this the cure? How much really is the cure...as oppose to perhaps, contractor way. One contractor may have done it this way in the first place and having come in from the back end and do it that way from the first place because that’s what he

chooses to do... I am bound by what is proper and reasonable, in the court of law, to be able to distinguish what is the true cost of remedying and what was not properly done... and it is not proper application of the law in relation to compensation damages for me to sit, take with every single receipt and tie it without having that frame of reference.”

I hear the judge’s concerns. First, Mrs. Peterson and I balanced every repair/correction with receipts and attached them to the narrative.

Second, no one added something differently because “this is how I would have done it.” The spreadsheet identified each deficiency, what caused it, how to fix it, who fixed it, and the cost with receipt and photo of the deficiency attached. If the family chose not to fix the deficiency at that time, it was listed under ‘Estimates.’ Sadly, My Lady, plumbing is so bad, it had been repaired seven times. Number 8 is in progress. Repair costs add up.

Third, Judge mentioned that the person who came in and remedied the defects should have provided a report on what he fixed and the cost. That was on or attached to the spreadsheets. Please refer to Mr. Cruz and Mr. Santiago’s reports that did not make it into the Witness Statements submitted to the court. Dr. Foreman wanted Mr. Slovak who built the washer and dryer area to provide a report on his

observations. His report arrived too late to have made it in the Witness Statements.

Judge commented that there are lots of papers and receipts were duplicated but not a significant amount, but enough for her to see, more than once. She did not think it was a matter of falsifying evidence. Some of those receipts were dated in 2018; some in 2016. She wanted to see things in a more systematic way.

Again, if Judge had the spreadsheets, she would have seen that deficiencies were laid out alphabetically by category and date order if it applied to the category. She would have known why a receipt showed up more than once. For example, doors for the gift shop, garage, and guest houses were purchased on the same receipt. On the receipt it was labeled GH #1 and showed up with corrections to prove that a door was purchased; same for GH #2, Gift Shop, and Garage. However, the grand total of the receipt never showed up anywhere.

This is an actual copy of a receipt with multiple items (doors) for different structures.

Builders Hardware LTD
 Constitution Drive
 Belmopan City
 Phone: 822-1071 Fax: 822-1458
 TIN# 5209

CASH2
 Cash Customer

Sales Clerk: NW
 Tax Invoice: 923352
 Date: Dec 30, 2016
 Time: 11:51 AM
 Time Printed: 12:06 PM

INSTANT [] DELIVERY [] PICKUP []

CASH RECEIPT

18	HILLMAN-370192 Lag Shields 3/8" L	2.00	30.60	
18	HILLMAN-250092 Lag Screw 3/8" x 3 1/2"	0.80	12.24	
18	HILLMAN-270061 Flat Washer Galvanized 3/8"	0.13	2.04	
10	HILLMAN-270055 Flat Washer Galv. 1/4"	0.07	0.60	
10	HILLMAN-375298 Screw Masonry Hex. 1/4x3 3/4"	0.77	6.55	
3	HOMER-8700172 Lock Entry P.B Combo	52.44	125.87	
100	HILLMAN-375287 Screw Masonry Hex. 3/16x1 3/4"	0.32	27.29	
3	ULTRA-35215 Hinge 4" x 4" Brass	6.66	16.00	
3	DOOR-WP13434 Masonry 7Panel Door 1 3/4"x34"	231.11	644.80	GH #1 GH #2 GH shop
3	DOOR-WP13834 Masonry 7Panel Door 1 3/8"x34"	189.33	176.08	Garage
3	FRAME-6134 Door Frame Wooden 6"x1 3/4"	75.00	209.25	
3	FRAME-6138 Door Frame Wooden 6"x1 3/8"	75.00	69.75	Garage
	MISC-STONE Grinding Stone Small	2.27	1.93	

214.93
 x 2

 429.86

1488.38
 - 214.93 1 door

 = 1273.45 1 door frame
 + 1273.45

 2546.90

Sub Total: 1323.00

Corrections		
Guest House # 2		
	Materials	labor
① door	\$ 373	\$ 175 /
② 1 bar door	\$ 850	\$ 350 /
③ steps/plaster	\$ 118	\$ 75
④ gutters	\$ 225.75	\$ 250
⑤ Connect pipes, hook up vat		\$ 100
⑥ vat overflow	\$ 63.00	\$ 20
⑦ screen for door	\$ 60.00	—
	\$ 1,689.75	\$ 970.00
		\$ 2,659.75

The materials for the door included the frame and taxes. A copy of this document and receipt (above) were also included with the spreadsheets.



In the End, Did I Establish My Case?

Judge Graham said, "...I find that the Claimant has established her case, it was not proper work done...in terms of finishing all the things that you need to finish, I do not accept his contention that basically she chased him. I do not accept that. But in terms of the measure of damages, I do not think that what was asked for can be awarded because of how the measure is required to be in terms of curing the items...

"I feel (pause), the evidence (pause), one works with what one has. So in a case like this where I find that liability is established, but the damages, I cannot award in the way that they have been sought. The award of damages that I could make, and that I will make, is going to come under nominal damages, but you as a parties will know and appreciate that nominal damages doesn't necessarily mean small damages, right? The extent of poor workmanship that was detailed, I have accepted, and the fact that there were monies accepted and the job not carried out to the standard for what was paid and the fact that for those aspects of the works that were not done, understand that I do not have isolated formula.

"Well, if the estimate paid \$56,000, what is the cost of the building that as it stands without this washer and dryer area or this additional porch, or the extra exit. I do not know relative to the estimate what was paid and what is the actual cost and lost...but there has to be one. Even I didn't get the value of the building without it or what is the cost to put it on?"

The costs of adding the extra exit and washer and dryer area were on the spreadsheets along with the estimate to add the porch. They did not make it into the Court's Witness Statements.

“It’s not really a matter of me sitting here and speculating. It’s me having reference to the fact that it was supposed to be done, the relative amount of monies that were paid, the nominal damages that I award, having considered all of that, is \$15,000...I award \$15,000. Okay?”

I believe (see below) this is what the Judge wanted to see. These are excerpts from the spreadsheet {each item had its own page, photo(s), and receipt(s)}.

Summary of Money Owed to Claimant by Defendant

Cost includes labor and materials.

Bathroom Downstairs	Date	Issue	Discovered/Fixed	Cost
	Apr/Jun 2016	Water coming down from ceiling.	<p>Mold! Cut out sheet rack. Check pipes; turn on all showers and faucets upstairs.</p> <p>Identified, removed replaced leaking pipes.</p> <p>Corrected by Mr. Cruz (twice)</p>	\$722.33
Bathroom Downstairs	June 2018	Water coming down from ceiling.	<p>Mold! Leaking in another area: Removed sheet rack; sealed; leaking pipes inside & outside structure (5 times)</p> <p>Corrected by Mr. Santiago</p>	\$400

Guest House #2	Date	Issue	Discovered/Fixed	Cost
Washer & Dryer area \$10,360.54	On Plan Dec. 2015	Not built	May 5, 2016 Built in 2017 as a separate building; unable to add it to another structure Built by Mr. Slovak.	\$10,361
Walkway Downstairs	May 2016 June 2018	Unfinished; messy; cracks in cement	Poor cement mixture; too much mud in cement Corrected by Mr. Santiago	\$1,603

Notice: Gutters were purchased December 2015 by Ms. Margie; gutters were left on the existing two-story building; and Ben charged for more gutters which were never purchased.

Gutters/ Vats	Date	Issue	Discovered/Corrected	Cost
Main Building	Nov. 2016	Gutters on whole house leak where joined; not corrected properly; dropping. Ben was aware of this issue from May 2016.	Not enough gutters; water backs up and gutters drop. Add better joiners. Seal, add gutters & straps .	
Pipes	Nov. 2016	Pipes not screwed on evenly or tight enough.	They leak.	
Vats	Nov. 2016	No overflow	Water backing up	
Vat	Nov. 2016	Sit on septic handle	Must empty vat to empty septic.	
GH #1 & GH #2	Nov. 2016	Gutters uneven; slope the wrong way; leaked where joined; not enough gutters.	Corrected by Mr. Cruz	

Estimates

GH #1	Date	Issue	Discovered	Cost
Shelves	Dec. 2015	Plan included shelves for videos	No shelves built	\$100
Porches	Dec. 2015	Plan included porches on east & south sides	Porch built on east side only.	\$3,512
Crawl Space	Dec. 2015	Missing	Original structure had one; needed; negatively impacts the installation of electrical equipment. Estimates provided by Mr. Kevin Santiago	\$2,000



Judge Responded to the Defendant's Counterclaim

“In relation to the Counterclaim, I did not find that the Counterclaim was established in any way. I reject the Counterclaim entirely. I could be specific. The work for the - first of all ...the process (inaudible) allude to the fact that based on how the contract was executed, it is likely that, it is possible that the Defendant has these monies outstanding...but I find it to be the opposite because of the ways, in which coming from the evidence, the Defendant without fail demanded whatever extra he thinks he was owed. So, I do take Counsel from the Claimant's point that ‘Yes, if you say you owe this monies, you were sent a letter from 20th of July...to complete the works. You are not shy to ask for your money. How come this is the first time, just because I brought you to Court you are saying that I owe you all this monies.’ I do not that, it is plausible and in addition to that, I say I would be very blunt. I do not find the Defendant's evidence as credible...the Defendant's Counterclaim is not established. So, Defendant's Counterclaim is dismissed.”



Judge Responded to Defendant's Claim of Defamation

Judge addressed each incident.

“In the pleading there are five separate incidences that are listed...What there really is that there are four publications, because the fifth is in fact just an advertisement to the book. That body of the advertisement itself contains no defamatory material. It was advertising the book which is claimed to be commentary. I am not really looking at the last one, the advertisement of the book...

“The first publication is a FACEBOOK post. The text is there.” (I chose to include the complete text because the Judge only singled out a few sentences.)

Construction in Belize! What an experience! The family lost a lot of money hiring one contractor after the other. Finally, we thought we found an honest contractor in Ben Betancourt. He started off doing a fine job. I made the mistake of paying in full. He kept reporting that the jobs were completed. Apparently, he squandered the money and began billing for incidentals. When I showed up and discovered that no work was done for months, I put the brakes on his billing for unsubstantiated works, and he went nuts. He had no more money at his disposal and could not complete the job for which he was paid. It was one lie after the other. The work

is six months behind. Four days ago, he sent me a text ‘the work will be completed by June 7 and you will look like a liar.’ Today, his excuse is ‘She threatened legal action, so I am not doing anything.’ What happened to integrity and honesty?’ ---Taken from Defendant’s Counterclaim

“...and it’s not every single word in here but it is the meaning extracted from the statements. And in relation to this publication, I do find it defamatory of the defendant. ‘We thought we found an honest contractor (implied that he is dishonest), he squandered our money (implied that he wasted our money in regards to the project), also in that publication, it was one lie after the other (telling lies), and so on...

“...Within this publication, there are elements based on something that is true, but there are other elements which fall into the realm of comment...which must be based on something that is true... On the other side again, the correct principle is that if you have ten words, three sentences, four, five sentences, six sentences, they do not need to be substantive true, or perhaps I should say it must be substantially true. You do not have to prove the truth of every single word...There is justification in part in relation to this first publication. I cannot accept within words required as the principles involved...when we look at what the sting of the defamatory words are.

“I said I would be blunt. The Claimant had every right to be angry and upset; the Claimant had every right to feel as

though she was not done right and done right by the Defendant.

“The underlying basis, the underlying importance and public interest concern that arises out of the publication...If you say someone is dishonest, there is a realm of things into which dishonesty reflect. Where I say there is justification in part but not to the level of substantively because this is what I see... The entire picture ...and the same way I categorized the contract and cooperation...and the absence of accountability, and the absence of the demand for accountability. Those are things, in my view, that affect the way in which I rule.

“We deal with ordinary, reasonable matter. I do not wish the Claimant to go away or to get the idea that I am saying she shouldn't be mad, angry, or upset...My point is this - we had from the prudence standpoint, really, the demand of accountability. The area that I am prying is that it's one thing to say that someone is dishonest; it's a nuance to say that someone took advantage of a situation that was there before (inaudible)...but the shades in there when it comes to the justification is substantially true. I do not think that it is fair to put the label, without nothing more. Ordinary reasonable people may come to the conclusion, yes he is dishonest but there is that situation where there is the nuance and lack of accountability and that is another side of the story, which if it was to be substantially true should be included and I hope it gets into account (inaudible)...I hope it gets into account (inaudible)...alright?”

Yes, My Lady. This book tells the whole story.

“It’s just ever so nuance what I say. There is a context is what I say and if you are going to put it out there, put the whole context and people can take from it what they will, but put it there as a full-blown, foregone conclusion without other aspects of it, is not allowing me to come to the conclusion to say substantively true. But I agree to it and I will keep on agreeing to it. The Claimant had every reason to be upset. The Claimant had every reason to be upset. She had every reason to be enraged. She had every reason to feel that she was taken advantage of. But when it comes to defamation and when it comes to what the law protects, I have to abide by that law and this is where I depart, okay?”

What the Judge did not know or see was the Defendant’s posts which were nothing but lies and that I refuted everyone on FACEBOOK. After telling my brother that the postings were not true, he deleted them before I had the opportunity to print them.

“June 9, that post, I find that that post ran fast, decidedly fast. Yes, there is an angry tone but that’s not defamation,” per the Judge. “This one I would say is substantively true.”

Here is the post:

“Contract signed July 1, 2015 to complete two-story building in 5 months 3 weeks; final payment on original estimate made October 31, 2016. Original estimate \$194,000. It’s now up to \$300,000 and counting. It was always something. All I received

was an email or phone call informing me that “I had to do this,” or “You need this,” and I paid. This is on the two-story building and does not include \$40,000 for garage and storage. Plumbers were working on it yesterday. Folks, I have documentation on everything. The two guest houses that he said were completed on March 2, were not even though final payment was made March 2. Plumbers are there today. When I went in May and nothing was done as reported, I hired a Supervisor and told the contractor no future payments will be made after May 7 on any job billed over \$100 without prior approval. He got angry, especially when he submitted several estimates for upcoming projects and other contractors were coming in to check out the projects and submit bids.” ---taken from Defendant’s Counterclaim

Channel 7 interview - Defendant and I spoke to Channel 7 News. I had nor have I any control over what the station did or does with its interview.

Here is the excerpt which was transcribed from the TV interview the Defendant identified as defamatory.

“...When we came in April (should be May) when he said everything was finished, when we came with the container from port, we realized that the stuff wasn’t ready. The door where I left him the

locks, there were no locks on the door; he had told my sister and me in December that ‘you all have too many locks so I’ll put my own locks on the door when you guys come, then, you can sit down and tell me what you want where, but when I came and no locks were on the door, and I said where are my locks, he said you didn’t leave any here.’”

{Reporter: And that’s apparently not where the alleged theft ended. }

“So then when we emptied the container, well, I was staying in the city that week. So we left and we went down with my cousin, we left him here because he had the key. He had moved into this residence by the way because once the top was livable he said he’s going to move in to watch the place because until he turns it over to me, he didn’t want anything to be stolen; how could you reject that? It sounds good so I was okay you can stay there, watch the place and get your building done. Well we left the stuff the night, people were stealing stuff from the first night because when we came back the next day and we have a list; box number one what’s in there, box number two then we realize the TV’s, two flat screens were gone, the juicer, the crockpot, the this and that. My china, they took the china out the wrapping paper but they left the wrapping paper in the box as we started to go down

the list we realize somebody got in here that night.”

---Taken from Defendant’s Counterclaim

Judge’s ruling: “The 7 News interview, perhaps there was not the application in the same way. I noted the objections that were taken in law in relation to broadcast, etc. but that was published as a link in online news, which is in permanent form. That was not just a television interview. That exists in permanent form by the application of a link...(inaudible)...The imputation was there that access was there; items were there; during the access there were missing items...The imputation was there that Defendant is responsible for the items. She didn’t say it. She did not have to say so. But it is there that he is responsible for the items and missing items...There are always the levels... But he took it. She didn’t say that. Well, I suspected that he took it. She didn’t say that either. Well, I leave to you the imputation that he is responsible for the loss... That from the standpoint that there were other people and the evidence shows that there was opportunity, I cannot accept that there will be justification. But in terms of this, there is not a statement made, that’s not the sting. There is not a statement made that I suspect you of stealing the items...it’s most probably you, okay.”

I beg to differ that Defendant was defamed in that Channel 7 interview because it is in permanent form. First, how many people know that the link is there? Second, how many people had interest in the story after it was broadcast? My answer to both questions is zero.

I hired Ben. No one I knew was there between January 1 and May 5, 2016. The items were unloaded May 5, and I had individuals standing around the property to make sure nothing left. After everything was unloaded, I met Ben downstairs, said a few words to him and walked away before he had a chance to respond.

Marcella and I left. When we returned around 5:30 A.M. on May 6, we discovered that items were missing. Who is responsible? Who were these ‘other people’ the judge referred to? And ‘opportunity’?

In July 2016 and November 2016, two different attorneys suggested that I filed a police report on the missing items. Who was responsible for the security and protection of the property? Both attorneys were wrong?

“And in relation to whether or not the justification or the fair comment is made up there, it is not, for the reason that in the case the facts are that there was opportunity for there to be someone else ...that’s what the evidence says, so unless you really have the wherewithal to say, yes, it was you, and run with it to the police and properly make a complaint...that’s why defamation is there.”

On July 20, 2016, I went to the police department. I took my copy of the report that was written out in detail, but the officer offered advice (as related earlier) rather than take a stolen property report. I did file a police report

on November 1, 2016. A year later, I went to the police department to inquire as to the status of the investigation, and “It is still pending.” As a friend acknowledged, “Welcome to Belize.”

“Last one...when you say someone is a thief, you are not calling someone a thief in the eyes of the public based on the civil standard of liability. Theft is not a tort; theft is a crime. So, I repeat, Claimant had every right to be enraged, almost \$600,000. She had every right. And I have found as a fact that the work was not properly done, and he walked off the job...but the law of defamation exists and this is where I must abide by the law...I understand where it’s coming from but the standard in the eyes of the public, when you send that sting out there, you tell them he is a thief...that goes over and beyond the sting that the fact pattern could allow in a court of law, alright? I am not going to bother to go through that, alright? There are people here in judicial proceedings but there are people...

“The drugs and the alcohol, yes, you saw. If you have seen it once, you saw it, but it doesn’t give rise to publish that. You say, you said he is an addict. That’s what your words say...but that’s not what your sting was here. That’s not what your sting was here.”

When I first confronted Ben about using drugs on the premises, he said, “I need it like you need three meals a day.” His words; not mine. Yes, every day when I saw him, he had a roll of marijuana in one hand and a beer in the other. Who crashed into the bridge late one night? Why? Who crashed into my fence one night?

Why? Whose vehicle ended up in a ditch one night?

Is there a connection between drugs, alcohol, money, and performance?

“Number five...he squandered my money and billed me for crap; well, substantively true...but even the word squandered, I really hesitate on that because you have a building here and I don't know how much it's worth relative to what was spent. If he squandered, it's going to, these are words with meaning...I understand where this is coming from, but within the law...I find in relation to the whole publication and I find that the defense and in the context of law, it actually stings. I kept on saying that the Claimant have a right to be upset...I did not get the submissions on the particular...in relation to the pattern that was listed...”

Where did my money go? I can still see his FACEBOOK post on “my yacht” on Ambergris Caye. I was tipped off from an independent source of where my money went. If it were in writing, I would have published it.

“...In the circumstances of what this is and the fact that my specific findings include that the Defendant simply, woefully failed to properly account for monies that he spent and there were monies paid over and above the estimates...there were specific jobs that were not done, or not done according to the instructions and the payment that was made. I did not find him particular credible in his

explanations that were made... There were two witnesses...

“There was one Mr. Antwan. Mr. Antwan was incomprehensible and Mr. Sandoval who actually was an honest witness on the stand, but it was clear that he had signed a Witness Statement that he didn’t really appreciate exactly what he was going to sign. When he was asked the question, he quite frankly answered in the most adverse way...They were no assistance to him in terms of the execution of the Judgements here...

“I do find that there were the elements of fact pattern...continuity is one thing and competency is another, right? At no time do I see that the Defendant submitted the ways in which he spent the monies...

“My award for damages is based on the execution of the contract and the fact that I am not uncomfortable saying that the Claimant did not get what she paid for. Not at all.”

The Judge ruled that the substance of the sting from “we thought we found an honest worker, he squandered my money, and the Channel 7 interview in which the implication was there that he had the key and there were others who could have stolen the items, amounted to defamation because I did not give details so the readers could draw their own conclusions.

Dear Reader, do you have enough details?

The judge said, “Go and write your book.
Use his name three times, twenty times...”



After the Verdict

Years later, I cannot believe the amount of money wasted to find justice in Belize. A magistrate yelled at me when I told her how much money I paid in legal fees. “Belizeans don’t pay that kind of money. What is wrong with you?” But the Corporal warned me.

A contractor cautioned me, “All that evidence you have, means nothing in Belize.”

An attorney reviewed my documentations versus what was submitted. She concluded that there was plenty the judge did not see. “However, this is justice in Belize. Appeal and you will lose even more money. Cut your losses. You are not going to get a penny from the Defendant, anyway.”

I wrote a letter to Judge Graham and a copy was forwarded to Mr. Henry. She ought to know I have documentations which are very organized. I have reports that she needed. When you look at the money Ben received, the work paid for but not attempted, and the quality of work which required over \$150,000 in repairs, yes, the amount keeps growing, the damage award of \$15,000 is derisory. I should not be penalized because the paperwork was not submitted the way it should. Here are a few of the judge’s oral comments:

“Submit images that are clearer.”

“The complaint was poor quality of work.”

“There were a few documents pended in the Statement of Claim that did not find their way into the Witness Statements; as such part of the evidence was overlooked.”

“But in terms of the measure of damages, I do not think that what was asked for can be awarded because of how the measure is required to be in terms of curing the items...I feel (pause), the evidence (pause), one works with what one has. So in a case like this where I find that liability is established, but the damages, I cannot award in the way that they have been sought.”

As my sister Eva declared, “Listen to the judge’s words. There were missing parts to your case. Yes, you have them, but she did not see them.”



Reflection

I made mistakes, serious financial mistakes that will haunt me for the rest of my life. Too many people have said to me, “It happens all the time. You are not the first and you won’t be the last.”

I ignored warning signs from the first meeting. Where there is smoke, there is fire.

Defendant had no evidence. Trial was inevitable. I should not have put all my evidence in the Statement of Claim or provide any answers to his Counterclaim or frivolous Undertakings. I should have saved everything for my Witness Statements. He must provide same but would have had nothing.

Most important: I regretted changing attorneys. Mrs. Peterson knew the details of the case. The laws changed in 2005, and we had some catching up to do. Nonetheless, she would have delivered.

I sat in that Belizean courtroom...Lord, how I wished I were in an American courtroom!



Lessons Learned

Dear Reader, it is not complicated:

Do not trust anyone with your money.
You slaved for it. You earned it. Keep your
eyes on it.

Be present.

Verify then pay.



BIOGRAPHY & AUTOBIOGRAPHY / Personal Memoirs

Retirement is a time for travel, a time to experience life stress-free, a time to sleep in until noon—but wait, not for everyone. In 2014, Ms. Gloria Swift returned to her native country, Belize and the village where she grew up. During a discussion on the current education system, mothers were concerned that “there were two educational standards: one for city kids and one for village kids.” The question thrown her way was, “Can you help our children?” Ms. Swift decided that their needs were more important than hers. She decided to build an enrichment center.

Belize is a thriving Caribbean mecca in Central America with a booming construction business and a plethora of contractors. But without governmental agencies regulating and monitoring these so-called contractors, many prey on unsuspecting, trusting, financially-abled clients from the United States, like Ms. Gloria Swift.

What follows is the story of “one of the largest financial blunders and idiotic decisions of my life,” remarked Ms. Swift. When she was told, “You aren’t the first one that this happened to and you won’t be the last,” she wrote *Building for Retirement in Belize* as a cautionary tale for others. “I will be the last.”



MS. GLORIA SWIFT served in the U.S. Army and was the Distinguished Graduate in the Instructor’s Training Course and the first black female in the Color Guard on Post. She was also the first female officer on a police department where she was not accepted by the majority of men, including the Chief. In Banking, although she had a reputation for cleaning up branches in order for them to pass internal audits, promotions eluded her for years. Ms. Swift pursued multiple degrees and credentials in the field of Education and went back to her first love, Teaching. Her memoir, *The True Story of an Illegal Immigrant*, details the obstacles she faced and overcame as a black woman and an immigrant in the United States.

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