

**INDUSTRIAL TRIBUNAL**

**COURT #2 FREEPORT INSURANCE CENTER, 21B WEST MALL & POINCIANA  
DRIVE, FREEPORT, GRAND BAHAMA, COMMONWEALTH OF THE BAHAMAS**

**Before**

**MRS. HELEN J. ALMORALES-JONES (VICE-PRESIDENT)**

**(SITTING ALONE)**

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**DELEXIO DAXON DAMES**

**APPLICANT**

**ENDEAVOR DEVELOPMENT INTERNATIONAL LTD.**

**RESPONDENT**

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**ORDER ON DIRECTIONS**

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**APPEARANCES**

For the Applicant

Pro se  
Freeport, Grand Bahama  
The Bahamas

For the Respondent

Wallace R. Allen, Esquire  
Cambridge Law Chambers  
Holding brief for Ernie E. Wallace, Esquire  
Wallace Law Chambers  
Freeport, Grand Bahama  
The Bahamas

**WHEREAS:**

- 1) On the 4<sup>th</sup> May, 2023, **Delexio Daxon Dames** ("the Applicant") filed a **Report of a Trade Dispute** against **Endeavor Development International Limited** with The Department of Labour in Grand Bahama, The Bahamas, which stated that the issues relevant to the dispute were *Wages owed, Vacation pay, Breach of contract, Wrongful Dismissal, Notice pay and Severance pay*;
- 2) By a **Certificate of Referral** dated the 23<sup>rd</sup> May, 2023 (received on the 5<sup>th</sup> July, 2023), the Honourable Minister of Labour & Immigration referred the trade dispute between the Applicant and **Endeavor Development International Ltd.** ("the Respondent") to the Industrial Tribunal, Northern Region, ("the Tribunal");
- 3) The Tribunal served the **Applicant** with notice of the referral on the 6<sup>th</sup> July, 2023;
- 4) On the 19<sup>th</sup> July, 2023, the **Applicant** filed a **Form A** (Originating Application) which stated, inter alia, that:-
  - the Grounds for his application were *to receive his Vacation pay and Severance*;
  - *The Company started paying late until it eventually stopped paying and was removed from the Cay*; and
  - the Reason for his dismissal (in his opinion) was: *The Company started to shut down without warning and did not inform anyone*;
- 5) On the 19<sup>th</sup> July, 2023, the Tribunal served a copy of the **Form A** (Originating Application) together with a **Form C** (Notice of Originating Application) and a **Form D** (Notice of Appearance) on the **Respondent**;
- 6) On the 25<sup>th</sup> July, 2023, the **Respondent** filed a **Form D** (Notice of Appearance) and **Form E** (Defence);
- 7) The Respondent's **Form D** (Notice of Appearance) did not indicate whether or not it intended to resist the application and stated, inter alia, that the name of the Respondent was *Wallace Law Chambers, Ernie E. Wallace*;
- 8) The Respondent's **Form E** (Defence) stated, inter alia, that:-
  - the name of the Respondent was *Endeavor Dev. Int. Ltd.*;
  - the Applicant was not dismissed;
  - the dates the Applicant gave as to his period of employment were not correct;
  - the details of remuneration stated by the Applicant were not correct; and
  - the Respondent intends to resist the application on the grounds that the Respondent never hired the Applicant, who was hired in Abaco by persons who were not agents of the Respondent;

- 9) The Respondent's President gave written authorization for *Wallace R. Allen, Esquire* and the Respondent's Communications Director, *Peter Adderley*, to represent the Respondent, in the absence of its Counsel, *Ernie E. Wallace, Esquire*;
- 10) The **parties** agreed that 2 conciliation meetings were held at The Department of Labour (virtually) and none of the issues relevant to the dispute were resolved;
- 11) The **Applicant** advised that:-
- he did not sign a written employment contract with the Respondent;
  - the Respondent did not have an Employee Handbook;
  - the Respondent paid him \$ 2,400.00 every 2 weeks;
  - the Respondent never informed him that he was terminated;
  - he wrote on his Form A (Originating Application) that his termination date was the 28<sup>th</sup> October, 2022, because he believed that was the date when the Respondent cancelled his id (access) to get to Baker's Bay Cay; and
  - he believed that Baker's Bay Cay kicked the Respondent off the Cay and took the employees' passes;
- 12) The **Respondent's Counsel** advised that the Respondent was only the agent for a U.S. Company called "*Btree*", which was the Applicant's employer;
- 13) The **Applicant** to decide whether or not to file a **Form M** (Notice of Joinder of Parties) applying to join *Btree* as a party to the proceedings;
- 14) The Tribunal directed that within 2 weeks, the **Respondent's Counsel** provide the Tribunal with *Btree's* corporate name, e-mail address and the name & address of its registered office;
- 15) The **Respondent's Communications Director**, *Peter Adderley*, advised that the Respondent may settle the matter before the trial date;
- 16) Pursuant to **Section 58(1)(a) of The Industrial Relations Act, Cap. 321**, the Tribunal remitted the issues to the parties for further consideration, with a view to settling or reducing it;
- 17) The **Applicant** advised that he alone will testify on his behalf;
- 18) The **Respondent's Counsel** advised that the Respondent will call about 2 witnesses in its defence;
- 19) The **Tribunal** decided to have the witnesses give *viva voce* testimony;

- 20)The **Tribunal** estimated that the trial may last 1 day;
- 21)The **Tribunal** directed that the parties file their **List of Documents** and **Bundle of Documents** by the end of October 2023; and
- 22)The **Tribunal** advised the parties that **The Industrial Relations (Tribunal Procedure) Rules, 2010**, require that they file any **Brief/Skeleton Arguments** [pursuant to **Rule 3(5)**] or **Written Representations** [pursuant to **Rule 3(6)**] at least 7 days before the trial date;

**IT IS HEREBY ORDERED** as follows:-

1. The **Respondent's Counsel** provide the Tribunal and the Applicant's Counsel with *Btree's* corporate name, e-mail address and the name & address of its registered office by **Monday, 18<sup>th</sup> September, 2023**;
2. The parties file their **List of Documents** and **Bundle of Documents** with the Tribunal by **3:00 p.m.** on **Tuesday, 31<sup>st</sup> October, 2023**, and at the same time serve a copy thereof on the other party;
3. The parties file their **Brief/Skeleton Arguments** (if any) with the Tribunal by **3:00 p.m.** on **Monday, 13<sup>th</sup> November, 2023**, and at the same time serve a copy thereof on the other party; and
4. The trial be done at **10:00 a.m.** on **Monday, 20<sup>th</sup> November, 2023**.

**DATED: This 4<sup>th</sup> day of September, A.D., 2023.**

**Her Honor, Helen J. Almorales-Jones,  
Vice-President**