

# Construction company case

Business



In this case, the subcontractor is seeking to be issued with a replacement check for a contract which it had signed with the main contractor. In this agreement, Jonathan Simpson, as the main contractor, had hired the claimant to complete a job at 1437 West Marple Avenue. This was done as agreed.

Later, a check worth US\$. 10, 750 were issued. Unfortunately, it was misplaced before it could be cashed. In other words, although the subcontractor had been paid, it had not yet received the money because of this ordeal. This prompted the subcontractor to lodge his complain and demanded the contractor to re-issue the same check.

Obliviously, this would enable the claimant to receive the payments for the work done. However, Jonathan could not prove the validity of the payment due to inaccessibility of payment records at its financial department. In the opinion of claimant, this should not be used to justify the delay in the issuance of a new check because it is the company's mistake. As a well established organization, Simpson should have a safe custody of all its ledgers and payrolls (Chuck, E. & D. T.

Jeff, 2011). Evidence For the filed claim to go through, it is upon the subcontractor to give evidence as a proof for all the transactions which were carried out between him and the main contractor. First, there should be a tangible proof for the contract they had entered into. The only way through which this can be ascertained is the production of a valid contract agreement form. Besides, there should be an evidence for the work done and payment made.

Jonathan should produce a copy of the payroll to prove if the claimant had actually signed against the check. Plan to collect evidence As an investigator, I would do this job competently in order to ensure that I serve justice to all the wrangling parties. To begin with, I will rely on the help of the state investigators. As experts, they will give me a professional guidance on how to handle this matter. In order to collect the most useful evidence, I would incorporate both the bank contractor and the subcontractor.

The contractor, as the drawer, will have to provide a record of all the payments made during the current fiscal year. The payee will have to prove that the check was issued by disclosing all the necessary information including the date and amount. Lastly, the bank, as the payment agent, will have to prove if the check was genuine or had been presented for payment by the payee or any other person (Walden, I., 2007). Executing custody As an investor involved in this case, I would not put all the blame on the contractor. The law demands that it should be upon the payee to ensure the safety of the check.

It should have ensured its custody. If stern measures had been taken to ensure the safety of the check, it would not have been misplaced. At the same time, the contractor should have safely stored all the information regarding to their transactions. Meaning all the data containing payments should have been safety kept. In such a case, it would be easier for the retrieval of all the transactions done in the organization.

This compels him to re-issue the claimant with another check. Products used for collection When carrying out this investigation, it is recommended to look

for the contract agreement form, check book, payroll and the bank. All the involved parties will be compelled to provide such information because it would be heavily relied upon. They are very important documents which can be used as a proof for the payment between the claimant and Jonathan Simpson. At the same time, it would prevent the contractor from double paying the claimant since this could bring an unnecessary financial loss to it (Balkin, J.

et al., 2006). Otherwise, both the contractor and the subcontractor will be satisfied with the investigation.