

C. C 118/12

2012

G.

NO.3

IN THE HIGH COURT OF SIERRA LEONE

(COMMERCIAL AND ADMIRALTY DIVISION)

BETWEEN:

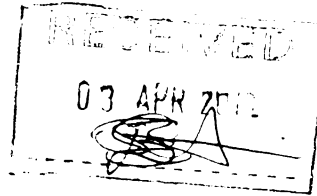
HELMUT F. GIESA
SPUR ROAD
FREETOWN

- Plaintiff/Applicant

AND

ASSAD R. WATFA
PROPRIETOR
55 FREETOWN ROAD
LUMLEY
FREETOWN

Defendant/Respondent



AFFIDAVIT IN OPPOSITION

I Drucil E. Taylor of 63, Campbell Street Freetown, In the Western Area of the Republic of Sierra Leone, Barrister and Solicitor of the High Court of Sierra Leone do make oath and say as follows:

1. That I am a Barrister and Solicitor at BMT Law Chambers and I am duly authorized to make this affidavit. Insofar as the content of this affidavit is within my knowledge, it is true and insofar as it is not within my personal knowledge it is true to the best of my knowledge, information and belief.
2. By a letter dated 10th May, 2012, the Defendant/Respondent proposed, through his solicitors, a payment plan to the Plaintiff /Applicant in order to pay the sum of \$103,000 an equivalent of the €77,000.00 loaned to the Defendant/Respondent. A copy of the said letter is attached hereto and marked "DET 1".
3. That I am informed by the Defendant/Respondent and I verily believe that he does not owe the \$50,334.08 as claimed by the Plaintiff/Applicant. Rather, the sum of \$33,000 (Thirty Three Thousand United States Dollars) is outstanding.

page 345 - Supreme Court Rules 1999 - which states the effect of Or 21 R 4(1) which is analogous to ORS. 18, RA.

4. Pursuant to payment plan in the aforementioned letter, The Respondent/Defendant made five sets of payment, to wit:

- 29th June 2012 - \$25,000
- 6th August - \$15,000
- 7th September 2012 - \$10,000
- 10th October 2012 - \$10,000
- 5th December 2012 - \$10,000

The sum total of these payments is \$70,000 with an outstanding \$33,000 (Thirty Three Thousand United States Dollars) Copies of the receipts to these payments are attached hereto and marked as "DET 2".

5. The Defendant/Respondent had initially paid the Plaintiff/Applicant the Sum of \$20,650 in interest to the amount loaned from the same Plaintiff/Applicant in two installments; the first being the sum of \$10,350 for which a receipt dated the 28th March 2012 was issued and the 2nd Installment being the Sum of \$10,300 paid on the 21st December 2011. Copies of the aforementioned payment receipts are attached hereto and marked "DET 3".

6. The exchange rate for Euros to Dollars is \$1.2944998701 to €1.00000000 at the Bank of Sierra Leone. Consequently, when calculated the €77,000 amounted to \$99676.49.as per the exchange rate as at 20th March 2013.

7. The outstanding amount was due to be paid by the 31st of December 2012 but the Plaintiff/Applicant is a tenant of the Defendant/Respondent's property of 55 Freetown Road, Lumley with a two year lease expiring in December of the same 2012.

8. I am informed by the same Defendant/Respondent and I verily believe that, upon inspection of the aforementioned property,he realized that the Plaintiff/Applicant had not kept his property in tenantable repairs and made repeated calls to the Plaintiff/Applicant to do so before he hands over the property and leaves the country for good.

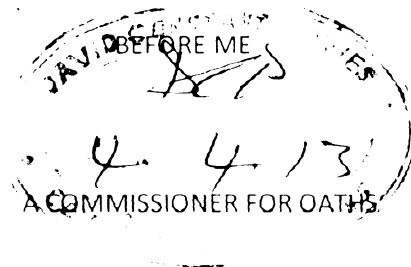
9. I am also informed by the said Defendant/Respondent and verily believe that the Plaintiff/Applicant left the Country, leaving the property of which the Defendant/ Respondent is the Landlord together with its fixtures, electrical appliances and the furniture that came with the lease in a complete state of ruin and disrepair.

A copy of Photos of the state in which the Plaintiff/Applicant left the property is attached hereto and marked "DET 4".

10. I am informed by the Defendant/Respondent and I verily believe that he has spent about \$15,000 (Fifteen Thousand United States Dollars) in refurbishing the said property property and fixtures attached thereto by way of buying building materials, house hold appliances. Copies of receipt and delivery note and invoices are attached hereto and marked as "DET 5".
11. I am also informed by the said Defendant/Respondent and I verily believe that refurbishment is still ongoing and that the labour costs for all the repairs and construction is estimated at Le 6,650,000 (Six Million, Six Hundred and Fifty Thousand Leones).
12. That the Defendant/Respondent cannot recover his costs incurred in repairing the damage to his property caused by the Plaintiff/Applicant because the Plaintiff/Applicant is now ordinarily resident in another jurisdiction. The only remedy available to the Defendant/Respondent, in the circumstances, is for this Honorable court to set off the aforementioned expenses of the Defendant/Respondent and the defendant will not be averse to paying the outstanding amount.


DEPONENT

Sworn before me at Law
Courts Building this 4th day
of April, 2013 at 1:30 clock
in the afternoon



This Affidavit is filed by BMT LAW Chambers of 35 Liverpool Street, Freetown, for and on behalf of the Plaintiff/Applicant.

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FREETOWN

- Plaintiff/Applicant

AND

ASSAD R. WATFA
PROPRIETOR
55 FREETOWN ROAD
LUMLEY
FREETOWN

- Defendant/ Respondent

AFFIDAVIT IN OPPOSITION

By: Law Chambers
BMT LAW CHAMBERS
35 LIVERPOOL STREET
FREETOWN

DEFENDANT/RESPONDENT'S SOLICITOR

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LUMLEY
FREETOWN

- Defendant/Respondent

This is a copy of the letter referred to in the affidavit of Drucil Taylor sworn to on the ²⁴ day of April, 2013, now produced and shown to me and marked "DET 1"

BEFORE ME
44-13
A COMMISSIONER FOR OATHS