

From Helmut F Giesa, www.aid21.de/index.pdf

1_ c/o Trustee Mr. Sahr Daniel Dugba, Godrich, Freetown, Sierra Leone

2_ c/o GuB GmbH, Mr. Alexander E Giesa, Weissenburg (Bavaria), Germany (www.gub21.eu)

To TLA Lawyer: Mr. Brima Koroma

handed over to secretary, 15.05.2013 – 17:55 h

Copy to trustee Mr. Sahr Daniel Dugba

Copy to witnesses Emma O A Allen (hand over inspection of the apartment), Kadie Tommi (fellow occupant), and Esther I Munu-Lakoh (PA).

1_ Credit Case ... www.aid21.de/WCL/

2_ Lease Case www.aid21.de/Watfa/

Reference : Affidavit in Opposition, dated 04.04.2013 – received 13th MAY 2013.

Enclosures: Evidences / Exhibits as mentioned in the b.m. text

Facts and Comments to the Affidavit in Opposition

Dear Lawyer Mr. Brima Koroma,

I have received the AFFIDAVIT in OPPOSITION– dated 04th April 2013 - in your law chamber in presence Mrs. Emma O A Allen, Ms., Kadie Tommi, Mrs. Esther I Munu-Lakoh and my trustee Mr. Sahr Daniel Dugba on 13th MAY 2013.

We support the following documents to clarify and determine the statements / oath testimonies of the company Chickenland with the proprietor Mr. Assad A Watfa.

Counter statements and Comments of Mr. Helmut F Giesa to the paragraphs of the affidavit in opposition.

§ 1 Oath statements in the affidavit

No comments at present.

§ 2 Repayment plan of the Loan of 77,000 EURO equivalent 103,000 US-Dollar (agreed 103,796 USD)

Two agreements have been signed with the total amount of 77,000 EUR (seventy seven thousand Euro). And the loan was paid in October 2011.

The agreements (A1: 47,500 Euro + A2: 29.500 Euro) and the payments of the total amount of 77,000 EURO have been transferred in October 2011.

The documents are saved on my private websites and can be downloaded:

Agreements 1+2 : www.aid21.de/WCL/11.pdf + www.aid21.de/WCL/12.pdf

Payments 1+2 : www.aid21.de/WCL/31.pdf + www.aid21.de/WCL/32.pdf

As you recognize, there are observed an omission of relevant issues in the affidavit in opposition:

The loan is given under the pre-condition, that Mr. Watfa do

1_ pay an interest rate of 10% of the total value every two months (5 % per month) and

2_ transfers the money to the GuB GmbH account to Germany.

it was verbally agreed to start with the re-payment / **1st instalment ahead of X-Mas 2011 (eleven).**

The 1st instalment of 10,300 USD (ten thousand three hundred US-Dollar) was paid on 21st Dec 2011 (eleven) – within the agreed time frame - .

In this context I draw the attention to the countersigned document, dated 21st DEC 2011: Mr. Watfa agrees by writing that the

- a _ 2nd instalment will be overdue on 28.02.2012 with 10,308 USD,
- b _ 3rd instalment will be overdue on 30.04.2012 with 10,308 USD, and
- c _ to re-pay the total principal amount of 103,796 USD
(one hundred and three thousand and seven hundred and ninety six US-Dollar)
www.aid21.de/WCL/41.pdf

The 2nd instalment was paid in two pieces with 5,000 USD on 28.02.2012 (in time) and 5,350 USD on 28.03.2013 (one months delayed payment), total 10,350 Euro. The receipt is countersigned on 28th March 2012.

The breach of contract is very evident and it shows his intention to delay payments to the creditor Helmut F Giesa.

The 3rd instalment of 10,308 USD was not paid, due to the fact, that his BMT lawyer, Mr. Watfa, Mr. Dugba (Sierra Leonean), Mr. Emmanuel Kondo (German-Ghanian Citizen) and Helmut F Giesa discussed his problems with the delay of delivery of a container and hence the selling of goods.

Just for your information in context with three Bill of Ladings and three invoices, which have been handed over to me from Mr. Watfa, to convince me that there is no cheating and that he has invest the money properly.

One 50 m3 container with a net weight of 23,6 tons with a value of 116,270,44 USD

One 50 m3 container with a net weight of 26,0 tons with a value of 41,603,20 USD

One 50 m3 container with a net weight of 26,0 tons with a value of 103,796,16 USD

What a coincidence! The value amounts exactly of 77,000 Euro = 103,796 USD.

Each container, according to the bill of ladings and invoices were loaded with 2,000 + 2,100 + 2600 parcels.

Mr. Watfa told me, that every two months he can sell one container with a **gross** gain of 35 - 40 % between selling and purchase price. What sounds reasonable in a trading business.

And he trades with frozen food since several years. So you could trust, that Mr. Watfa is quite familiar with all the producers, the custom, the revenue office, the transport, the cooling expenses, the customers. Hence the risk to fail is minimized. All the convinced arguments and facts gave me the assurance that I can give him the loan / credit on a TRUST base.

Suddenly Mr. Watfa complained about the selling problems due to the late delivery, that one container got lost in Gambia a.s.o..

Mr. Emmanuel Kondo (passport holder of German and Ghanain citizenship and business man in SL) has even offered his support to sell 5,000 pieces within one week. Witness is even Mr. Watfa's Lawyer Mr. Trucil Taylor.

But Mr. Watfa denied, because he did not want to expose his business.

Note: This behaviour made me already sensitive about his intention to delay payments to use the money for other better opportunities to gain money.

After several discussion – with his lawyer - (17.04.2012, 24.04.2012, 27.04.2012) we agreed to a re-payment plan in US-Dollar, which one was submitted from the BMT Law Chamber, dated on 10th MAY 2012 with an total amount of 105,000 US-Dollar.

This condition has been agreed under the trust

a_ I recognized there is a legal advisor with assumingly independent judgement and

b_ his word of Mr. Watfa, despite my first doubts about this accountability, created by delayed payments

Usually we should have been requested for the principal amount of 103,796 USD + outstanding, overdue 3rd instalment of 10,308 USD, it sums up to **114,104 USD** (one hundred and fourteen thousand one hundred and four US-Dollar).

Note: the 114,104 USD have been overdue on **30th APRIL 2012**.

BREACH of CONTRACT.

After reviewing the bill of ladings, the invoices with the dates, the content and the values it gives me the impression, that he provided "fake" documents, he wanted to cheat me from the beginning onwards. And I recognized, that Mr. Watfa used a lot of pretended statements to persuade me to accept the delay in payment.

He looked for a foreigner, which one will have no rights and fool with him around, because I allegedly assume, he knows the dysfunctional juridical system in Sierra Leone.

I hope, that the Judiciary does not show a discriminate conduct against foreigner esp. under the aspect of race.

If you review these entire procedure, "environment", and other aspects, I should have not given any suspension to take legal actions against Mr Watfa - with the objective of a juridical execution to seize his Property -.

§ 3 Outstanding Amount

Mr. Watfa owns according to the documents 114,104 US-Dollar.

However I agreed to 105,000 US-Dollar re-payment plan (Wafra, BMT-Laywer)

Saved on the private web sites : www.aid21.de/WCL/51.pdf

And Mr. Watfa paid reluctantly 70,000 USD - with delay - , as shown in the below table.

End of April 2012	Breach of Contract #1 (ONE): Failure to pay the Credit back in due time			
Planned Date of re-payment	Planned amount of re-payment in USD	Date of actual payment	Actual amount paid in USD	General delayed payment (cumulative)
June 2012	25,000	05.0.72012	25,000	0,-- USD
July 2012	15,000	07.08.2012	15,000	0,-- USD
August 2012	15,000	07.09.2012	10,000	Behind 5,000 USD
September2012	15,000	11.10.2012	10,000	Behind 10,000 USD
October 2012	15,000	12.12.2012	10,000	Behind 15,000 USD
November 2012	20,000	No payment	0,-- USD	Behind 35,000 USD
Total	105,000 USD		70,000 USD	Behind by Watfa / Chickenland = 35,000 USD
Since end of November 2012	Breach of Contract #2 (TWO) : Failure to pay the Credit back in due time			

Table saved on my private website: www.aid21.de/WCL/61.pdf

Basically Mr. Watfa has not fulfilled his obligations

- 1_ first breach of contract to pay 114,104 USD on the dead line of 30th APRIL 2012.
and
- 2_ second breach of contract, despite his “second” chance to heal the first breach of contract
- 3_ Now he has to recover the loss and damage due to the lost opportunity to invest the money in a gainful business and
- 4_ to reimburse the lawyer’s fee of 9,000 EURO (nine thousand Euro)

§ 4 Payments according to the re-payment plan in MAY 2012

I can confirm the payments via my TLA-lawyers, that I have received 70,000 USD out of the 105,000 USD.

But since end of November he is again in breach of contract (second times).

Please refer to the above mentioned table in §3 (www.aid21.de/WCL/61.pdf)

§ 5 Previous agreement of 130% re-payment to April 2012.

The basic agreement was following 10% out of 77,000 USD and we have agreed to the total principal amount of 103,796 USD plus three instalment rates of 10% due every tow months: End of DEC 2011, End of FEB 2012 and End of APRIL 2012.

Up to mid of April 2012 only two instalments have been paid.

Please refer to the two agreements in October 2011 and the confirmation of the payments and outstanding instalments and repayment of the principal amount with the dead line 30th APRIL 2013 (www.aid21.de/WCL/41.pdf)

§ 6 Exchange Rate + Transmission of the net US-dollar Value to GuB GmbH account in Germany

The Affidavit in Opposition request the exchange rate between the US-Dollar and Euro based on 20th March 2013.

HFG-Fact:

Pacta sunt servants. Contracts have to be served, hasn't it?

We have agreed from the beginning of fixed amount 103,796 USD and we have acknowledged it on 21st DEC 2012. Please see the document www.aid21.de/WCL/41.pdf)

A Fixed exchange rate of 1.348 USD/EURO has also “fictively” agreed.

And we have agreed to a re-payment plan in US-DOLLAR in line with his BMT Lawyer. Thus we deal now in US-Dollars, don't we?

We do not need ay prevailing exchange rate at the time of the payment dates.

Up to now, Mr. Watfa has even failed to transmit his overdue US-dollars debts to the GuB GmbH Germany.

I expect that Mr. Watfa will meet the requirements of the Agreements No. 1 and No 2 (www.aid21.de/WCL/11.pdf + www.aid21.de/WCL/12.pdf)

It is Mr. Watfa's obligation to transfer the net value amount of dollars to Germany on his own cost (transfer fees).

Hence I expect in future, that Mr. Watfa, or his Lawyer does transfer the net amount of dollars to the GuB GmbH account in Germany – in compliance with the loan agreement,

signed in OCTOBER 2011.

As you recognize, it is unimportant, which exchange rate the bank will use.

Note:

I paid the transmissions fee of 510 Euro and 76.50 Euro for the transferred amount of 47,500 Euro from my own EURO-ECO-Bank / Procredit bank account at Wilkinson Road to his supplier ESS-Food in compliance with the loan agreement.

And it was orally insured, that Mr. Watfa will pay the transmission fees to the GuB GmbH account in Germany.

§ 7 Outstanding amount of the repayment of the Debtor

The repayment plan "second Chance to heal the first breach of contract" states:
In **November 2012** the last rates is overdue.

The repayment plan is saved under the private website : www.aid21.de/WCL/51.pfd

However the debtor Mr. Watfa failed to fulfil his obligation again.

He paid 75,000 USD out of 105,000 USD (re-payment plan, BMT Law chamber, 10th May 2012).

Note: The first agreement to pay back the 3rd instalment of 10,300 USD (~ 10% of the principal amount) and the re-payment of the principal amount of 103,796 USD sums up to 114,096 USD.

§ 8 Inspection of the House

The Affidavit in Opposition does not state the date of the inspection of the property.

General

I have lived in the compound since MAY or JUNE 2009 up to DEC 2012.

At first in the rear garden house, and end of DEC 2010 I moved in the first floor apartment.

We made a two year contract and I paid upfront / advance payment of 30,000 USD (thirty thousand US-Dollar). Mr. Watfa requested a Cheque with the amount of 129.0 [one hundred and twenty nine million Sierra Leone Leones (SLL)]

The Lease contract and the payment via ECO-Bank is saved on my private websites:
www.aid21.de/Watfa/watfa1.pdf + www.aid21.de/watfa/watfa2.pdf

Fact No. 1 :

Mrs. Emma, house-keeper, Mrs Kadie Tommy, Mrs. Esther I Munu-Lakoh have cleaned the apartment in a very proper state.

No damage has been occurred.

All three persons are prepared to come along to the court to get questioned by the Judge.

Fact No 2 :

On 30th DEC 2012 the **apartment has been inspected with Mr. Watfa in the presence Mrs. Emma O.A. Ellen, Mr. Mohamed Kaneh and Mr. Helmut F Giesa.** Three issues have been raised from the land lord WATFA, but Mr. Helmut F Giesa said, he will clarify these three issues with the previous fellow occupants.

All witnesses are prepared to come along to the court to get questioned by the Judge.

Fact No. 3

All the **house and apartments KEYS have been handed over to Mr. Watfa** after the inspection has been ended.

Witnesses : Mrs. Emma O.A. Ellen and Mr. Mohamed Kaneh.

All witnesses are prepared to come along to the court to get questioned by the Judge.

Fact No. 4:

After the inspection on the 30th Dec 2012 I called the previous fellow occupants Kadie and Ligia (died on 22th FEB 2013), they confirmed me, that the three objections with the matrass had been taken from the small rear house, the gas bottle has been handed over to the boy's quarter and the defect shelf was aged and not properly fixed on the wall.

I phoned Mr. Watfa and told him my findings.

Ms. Kadie Tommy is prepared to come along to the court to get questioned by the Judge. Unfortunately Mrs. Ligia Y Foday, who lived in the both apartment from May/June 2009 up to Dec 2012 died on 22nd FEB 2013.

Fact No. 4:

After these clarifications with the fellow occupants I wrote the minutes of meeting (hand over) on the 03rd January 2013.

The minutes of meetings is signed by six persons:

a) Participants of the inspection

Helmut F Giesa, Emma O.A. Allen and Mohamed Kaneh
and

b) Clarifications of the three objections, arisen from Mr. Watfa.

Kadie Tommy, Esther Munu, and Ligia Y Foday.

The minutes of meeting has been signed by 8 people in eight "originals".

All witnesses are prepared to come along to the court to get questioned by the Judge.

The minutes of meetings (handover) has been handed over to the TLA / Lawyer Brima Koroma, in presence of Mrs. Emma O.A. Allen ahead of my leave on 08th FEB 2013.

I kept the 3rd Original out of 8 produced originals. 3/8 is saved on my private web sites and can be downloaded: www.aid21.de/watfa/watfa3.pdf

Note: The minutes of meeting (hand over) has been handed over to the TLA / Lawyer Mr. Brima Koroma ahead of my leave to Germany on 08th FEB 2013.

And I had the right gut feeling about Mr. Watfa: He does not want to re-pay his money and he is looking for opportunities to cheat me / to fraud me.

I hope Mr. Watfa has not suborn a (several) witness (-es) to give a false testimony. If so, I will tell the witness(-es) whether he (they) got his (their) 7,500 USD upfront payment at first, otherwise the witness should not take the risk to make an oath without money and the risk to go to prison.

§ 9 Damage of fixtures, electrical appliances and furniture

The house was rented for a period of two years with 30,000 US-Dollar.
Some furniture have even changed and replaced with new bought ones.
The old furniture have been handed over to Watfa's Family.

Note: The rent / lease amount for a property takes into consideration the usual wear and tear. Is that so? And not even a slight negligence had been incurred.

Witnesses:

Fellow occupants Kadie Tommy (Ligia died on 22.02.2013), house-keeper Emma, Mohamed Kanneh, Emma O.A. Allen and Helmut F Giesa.

§ 10 Spent 15,000 USD for “conversion”

Mr. Watfa claims, that he has spent 15,000 USD for “RE-FURBISHING” of the Property and the fixtures. I even believe that he spent 15,000 USD to change the layout in 1st floor.

The reason / purpose of the “refurbishing” of the house in the first floor was not the previous lessee Helmut F Giesa. It is the motivation to divert the one apartment in two appartments to get in my opinion more rent payments.

Ladies and Gentleman,

Cui bono ... such a damage of the interior of the apartment?

To whom it will benefit? Only to Mr. Watfa.

I would have the option to confiscate this property. Why should I damage some property what will belong to me in the next future, because I feel he is bankrupt.

So it indicates the strong motivation of Mr. Watfa, that he will do everything to prevent the repayment of my debts and I assume, that a lot of other creditors are running behind him.

And I do not know, why Mr. Watfa made this statement - on 30th DEC 2012 - :

I want to change the first floor from “one” apartment in “two” apartments.

Mr. Watfa made this statement in front of Mrs. Emma O.A. Allen.

Mrs. Emma O.A. Ellen will give an oath in front of the judge.

www.aid21.de/watfa/11.pdf

§ 11 Refurbishment

Mr. Watfa states, that the refurbishment measures are still on-going.

There is no doubt about that, the he is restructuring the layout of the first floor, according his “true” statement.

Mr. Watfa explained ahead of the inspection of the apartment for the hand over procedure – in presence of Mrs. Emma O. A. Allen – on 30th DEC 2012.

Mr. Watfa wants to convert the huge “one” apartment into a “two” apartment.

HFG-Conclusion:

I shall get a written confirmation of her and will provide later as well on my private websites : www.Aid21.de/watfa/watfa11.pdf

Mrs. Emma O.A. Ellen will give an oath in front of the judge.

§ 12 Cost recovery

Referring to the aforementioned evidences, Mr. Watfa is not entitled for any damage and loss in context with the “LEASE” of his property.

Please refer to my statements in § 8, §9, §10, and §11.

§13 Conclusion

Mr. Watfa is still in breach of contract.

Mr. Watfa has to recover all the loss and damage occurred through his delayed payment.

1_ 35,000 USD out of the principal amount (thirty five thousand US-Dollar)

2_ 9,000 EURO recovery of the Lawyer’s FEE, approx.. 12,000 USD.

3_ Opportunity Loss of 45,000 EURO ... compound interest rates

Since the breach of contract at end of April 2012 the loan of 77,000 EURO could not be

invested in profitable trading business any more.

The loan agreement shows a realistic 5% (five per cent) "Profit" per month.

Up to end of April 2013: 12 months * 5 = **60% lost opportunity "net profit" out of 77,000 € = 45,000 Euro** @ approx. 1,30 USD/Euro makes up an opportunity loss of approx.. 58,000 USD.

The ECO bank even use to apply a **PENALTY Fee of 0.5 % per cent** (5 per mille) per DAY on any sum under the principle amount from the first day of default until the date the relevant instalments is (are) paid. A sample of the loan agreement has been handed over to Mr. Watfa, Lawyer Mr. Taylor, Mr. Dugba and Mr. Emmanuel Khonde on 24th April 2013.

4_ No entitlement of Mr. Watfa for his grotesque accusation "apartment damage".

5_ FACIT / Quintessence :

The total Entitlement in line with item 1, item 2, and item 3 sums up to

35,000 + 12,000 + 58,000 Euro = 105,000 USD (one hundred and five thousand US-Dollar)

§14 Action plan : Sequestration

Due to his grotesque accusation, Mr. Watfa has lost all accountability, my trust and my respect.

Hence I am not willing anymore to show mercy.

I request the immediate sequestration / judicial execution of his property in compliance with your law.

1_ Confiscation Letter

Please request the final judgement to get the confiscation letter.

As you know, I provided several Power of Attorney to TLA / Lawyer B. Koroma.

2_ Fair Market Value of Property

Please request the Determination of the fair market Value of his property

3_ Collateral value = 60% of the fair market value of the property

Please determine the collateral value on 60% of the fair market value due to the fact that a lot of expenses will incurred in the entire recovery process including lawyer's fee. The 60% of the fair market price is usually applied for collaterals by bank loans.

in figures :

103,000 USD collateral value = net value to being recovered

= total requested re-payment and loss and damage.

170,000 USD fair market value

have to be confiscated / judicial executed to recover the 103,000 USD debts towards the creditors TLA-Lawyers (Fee) and Helmut F Giesa (Loan, lost opportunity to invest in gainful trade business).

Thank you very much for your support.

Kind regards,

.....

Helmut F Giesa, 15 MAY 2013.

This letter will be stored under my private website: Preview . www.aid21.de/TLA/1.htm
Download : www.aid21.de/TLA/1.pdf