

Helmut F Giesa

Consulting Engineer  
Contract and Project Management Advisor



---

Helmut F GiESA, [www.aid21.de/index.pdf](http://www.aid21.de/index.pdf)

Writ of Execution : [www.aid21.de/TLA/3.pdf](http://www.aid21.de/TLA/3.pdf)

---

To TLA – Lawyers  
Siaka Steven Street  
Freetown / Sierra Leone – West-Africa.

## Request / Application of Writ of Execution

- 1 \_ **Validation** of the obligations of  
Mr. Watfa and/or Company Chickenland  
against all involved parties at once
  
- 2 \_ **Sequestration**  
of Mr. Watfa's and / or Company Chickenland  
taking into account the recovery costs  
(166 % fair market value)
  
- 3 \_ Seize travel documents of Mr. R.A. Watfa

This Request / Application will be published for preview under [www.aid21.de/TLA/3.htm](http://www.aid21.de/TLA/3.htm)

And shall be a supplement to Mr. Helmut F Giesa's

**FACTS and COMMENTS against "affidavit in opposition"**

dated 14<sup>th</sup> May 2013, published under [www.aid21.de/TLA/1.htm](http://www.aid21.de/TLA/1.htm) or [www.aid21.de/TLA/1.pdf](http://www.aid21.de/TLA/1.pdf)

Published und [www.aid21.de/TLA/3.pdf](http://www.aid21.de/TLA/3.pdf) or [www.aid21.de/TLA/3.pdf](http://www.aid21.de/TLA/3.pdf)

# References / documentary evidences / witnesses

Ref No.	Content	Published under
R1	<b>Credit / Loan Agreement No. 1 : 47,500 Euro Loan / Payment of interest rates, due every two months to the GuB GmbH ACCOUNT, dated 07. October 2011</b>	First Breach of Contract WCL (Watfa-Chickenland) <a href="http://www.aid21.de/WCL/11.pdf">www.aid21.de/WCL/11.pdf</a>
R2	Invoice No 1 : 47,500 Euro, dated 09 August or 08. Sept. 2011	<a href="http://www.aid21.de/WCL/21.pdf">www.aid21.de/WCL/21.pdf</a>
R3	Payment of 47,500 Euro via Ecobank Wilkinson Road, done on 08. Oct. 2011	<a href="http://www.aid21.de/WCL/31.pdf">www.aid21.de/WCL/31.pdf</a>
R4	<b>Credit / Loan Agreement No 2: 29,500 Euro Loan / Payment of interest rates, due every two months to the GuB GmbH ACCOUNT, dated 09. October 11</b>	<a href="http://www.aid21.de/WCL/12.pdf">www.aid21.de/WCL/12.pdf</a>
R5	Invoice No 2 : 29,500 Euro, dated 09 August or 08. Sept. 2011	<a href="http://www.aid21.de/WCL/22.pdf">www.aid21.de/WCL/22.pdf</a>
R6	Payment of 29,500 Euro via German GuB GmbH Account, done on 11. Oct. 2011	<a href="http://www.aid21.de/WCL/32.pdf">www.aid21.de/WCL/32.pdf</a>
R7.1	Invoice dated <b>26 August 2012, 50% payment</b> , date of expected delivery 27.Sept. 2012 (Inquiry : Delmas informed us about the actual delivery date = 13 <sup>th</sup> October) see Bill of Lading and “urgent payment up to 15 <sup>th</sup> October 2012 to pay the other 50% of 116,270.44 USD (if the invoice is a true document)	Invoice ESS-Food: (TLA) <a href="http://www.aid21.de/TLA/3-1.pdf">www.aid21.de/TLA/3-1.pdf</a> Bill of Lading: <a href="http://www.aid21.de/TLA/2-1.pdf">www.aid21.de/TLA/2-1.pdf</a>
R7.2	Correspondence Tanner Legal Advisory to <b>Mr. Assad R Wata</b> (Sierra Leonean, Arab/Lebanese Descendant) Proprietor <b>Chickenland</b> , to pay the interest rate and provide an acceptable payment plan, dated 10 <sup>th</sup> DEC 2011.	Witness TLA <a href="http://www.aid21.de/WCL/40.pdf">www.aid21.de/WCL/40.pdf</a>
R8	Acknowledgement of Mr. Helmut F Giesa on 21 <sup>st</sup> DEC 2012: Payment for 1 <sup>st</sup> Instalment of 10,300 USD (almost 10% of the principal amount) received and acknowledgement of Mr. Watfa to pay the 2 <sup>nd</sup> instalment of 10,308 Euro due on 28.02.2012, <b>3<sup>rd</sup> instalment of 10,308 Euro due on 30,04.2012</b> and payment of the “principal” amount of 103,796 EURO on 30 <sup>th</sup> APRIL 2012.	<a href="http://www.aid21.de/WCL/41.pdf">www.aid21.de/WCL/41.pdf</a>
R9	Reminder and <b>Request for Interest rates from 20<sup>th</sup> March 2012 onwards: 10% interest rates every two months!</b>	Witness TMB Sombi, 21.03.2012 <a href="http://www.aid21.de/WCL/42.pdf">www.aid21.de/WCL/42.pdf</a>
R10.1	Receipt: 2 <sup>nd</sup> instalment in two charges on 28.02.2012 and a <b>delayed charge on 28.03.2012</b> with an total amount of 10,350 € signed by A.R. Watfa + H F Giesa, 28 <sup>th</sup> March 2012	Signed by both parties, 28.03.2013 <a href="http://www.aid21.de/WCL/43.pdf">www.aid21.de/WCL/43.pdf</a>
R10.2	Discussion with BMT / Drucil Taylor – Lawyer of Watfa – with Mr. Watfa’s excuses (late delivery ... what seems a lie)	<a href="http://www.aid21.de/WCL/44.pdf">www.aid21.de/WCL/44.pdf</a> <a href="http://www.aid21.de/WCL/2-1.pdf">www.aid21.de/WCL/2-1.pdf</a> /3-1.pdf
R10.3	Discussions about <b>Repayment plan</b> of Mr. Watfa (30.04.2013 – <a href="http://www.aid21.de/wcl/45.pdf">www.aid21.de/wcl/45.pdf</a> ) with Lawyer BMT / Drucil Taylor on 17.04.2012, 24,04.2012, 27.04.2012	Witness Sahr D Dugba, Emmanuel Kondo and H.F Giesa <a href="http://www.aid21.de/WCL/45.pdf">www.aid21.de/WCL/45.pdf</a>
R10.4	<b>Arrear and Demand Letter to Debtor Chickenland / Mr. Assad R Watfa</b> to pay 114,284.80 USD with a table of dated and handed over 07 May 2012	Witness Esther I. Munu <a href="http://www.aid21.de/WCL/46.pdf">www.aid21.de/WCL/46.pdf</a> <a href="http://www.aid21.de/WCL/47.pdf">www.aid21.de/WCL/47.pdf</a>
R10.5	<b>Letter of BMT Law Chamber: Arrear / Demand Letter due to delay of Payment / Breach of Contract, dated 10. May 2012 – including a Payment plan starting June 2012 up to November 2012 with an total re-payment amount of 105,000 USD only</b>	<a href="http://www.aid21.de/WCL/51.pdf">www.aid21.de/WCL/51.pdf</a>  Second Breach of Contract
R11.1	<b>Agreement between TLA-Lawyers and Helmut F Giesa</b> 9,000 Euro out of a value of 77,000 Euro = 11,7% Scope of legal advisory: all actions / costs necessary to recover the money from Mr. Watfa / Chickenland – 15.June 2013	<a href="http://www.aid21.de/WCL/60.pdf">www.aid21.de/WCL/60.pdf</a>
R11.2	<b>Writ of Service of the High Court of Sierra Leone (Commercial and Admiralty Divison) with the statement of Claim:</b> <b>(1) Recovery of the sum of 77,000 Euro, (2) damages and breach of contract, (3) interest on the sum at 10% from 17<sup>th</sup> December 2011 until judgment (?), (4) any further relief/s that</b>	<a href="http://www.aid21.de/WCL/71.pdf">www.aid21.de/WCL/71.pdf</a>  on 15th JUNE 2012 (twelve)

Ref No.	Content	Published under
	<b>the Honourable Court may deem fit and just and (5) costs</b>	
R12.1	Status of the money flow from Mr. Watfa / Chickenland to TLA and money flow from TLA to Mr. Helmut F Giesa (German), reducing the Lawyer's Fee. (Procedure of Judiciary seems here not clear regulated or not clearly explained) – Status 01.January 2013 up to now.	E-mail to TLA – Lawyers, witness Sahr D Dugba (Kono), Esther Munu (Temne) und GuB GmbH (Bavarian / Germany) ( <a href="mailto:GuB21@GuB21.de">GuB21@GuB21.de</a> ) <a href="http://www.aid21.de/WCL/61.pdf">www.aid21.de/WCL/61.pdf</a>
R12.2	Status 01.01.2013 / 18.06.2013: TLA-Lawyer's Fees paid by Helmut F Giesa ( <a href="http://www.aid21.de">www.aid21.de</a> ) : 6,121,88 Euro / 7,682.—USD	<a href="http://www.aid21.de/WCL/62.pdf">www.aid21.de/WCL/62.pdf</a> Last Payment Mid DEC 2012.
R13	BMT to TLA : <b>AFFIDAVIT in OPPOSITION TLA received on 03 April 2013;</b> Plaintiff H F Giesa received on 13rd May 2013 [page 1 5] Remark: Now Mr. Watfa mixes up the credit case with a lease case, instead to separate this two legal aspects / procedures with legal consequences ... just a DELAY Strategy in the entire game.	<a href="http://www.aid21.de/TLA/0.pdf">www.aid21.de/TLA/0.pdf</a>
R14	<b>Answer of Helmut F Giesa to Credit / Loan Case and Lease Case with reference to several witnesses / documentary evidences.</b>	<a href="http://www.aid21.de/TLA/1.htm">www.aid21.de/TLA/1.htm</a> (preview) <a href="http://www.aid21.de/TLA/1.pdf">www.aid21.de/TLA/1.pdf</a>
R15.1	Payment of 129,0 Mio. SLL for the rent of the 1 <sup>st</sup> floor in the Mr. Watfa Compound for the period of 24 months (Jan. 2011 up to Dec 2012) including all water, electricity, generator, security ...all inclusive, signed by Mr. Watfa – 23.11.2010 (ten) Note: It has been agreed to pay <b>upfront 30,000 USD in SLL.</b>	<a href="http://www.aid21.de/Watfa/watfa1.pdf">www.aid21.de/Watfa/watfa1.pdf</a>
R15.2	Payment proof – <b>Check to Chickenland</b> / Mr. Watfa on 25 Nov. 2010 (ten) with the amount of 129 Mio. SLL via ECO Bank	<a href="http://www.aid21.de/Watfa/watfa2.pdf">www.aid21.de/Watfa/watfa2.pdf</a>
R16	<b>Minutes of Handover</b> – of the flat 3 minor objectives have been arisen by Mr. Watfa in presence of two witnesses : Mrs. Emma A. O. Allen and Mr. Mohamed Kaneh, during the <b>inspection of the apartment on 30<sup>th</sup> DEC 2012.</b> The minutes of meeting has been done after the clarification of the three minor objections, dated 03 <sup>rd</sup> JAN 2013.	<a href="http://www.aid21.de/Watfa/watfa3.pdf">www.aid21.de/Watfa/watfa3.pdf</a>
R17	<b>Affidavit of Mrs. Emma A.O.Allen</b> (Krio): (1) <b>proper hand over with no damages</b> (2) statement of Mr. Watfa to <b>convert the huge (1) apartment</b> into two (2) apartments – what has been done so far.	<a href="http://www.aid21.de/Watfa/watfa11.pdf">www.aid21.de/Watfa/watfa11.pdf</a> see affidavit of Emma B Suma (Susu), too : <a href="http://www.aid21.de/Watfa/watfa13.pdf">www.aid21.de/Watfa/watfa13.pdf</a>
R18	<b>Affidavit of Mr. Mohamed Kanneh</b> (Mende) that (1) Mr. H.F. Giesa and his fellow occupants <b>have not damaged</b> the first floor of Mr. Watfas Apartment, and (2) Mr. Watfa approached him to <b>give a false statement</b> against Mr. H F Giesa at the court, that he has damaged the apartment and offered him 200 US-Dollar (suborn a witness) - <a href="http://www.aid21.de/Watfa/watfa12.pdf">www.aid21.de/Watfa/watfa12.pdf</a>	<a href="http://www.aid21.de/Watfa/watfa12.pdf">www.aid21.de/Watfa/watfa12.pdf</a> signed by witness : Kadie Tommy and Emmanuel Kondo and oral statement has been given to the TLA Lawyer Brima Koroma on 24 <sup>th</sup> MAY 2013, after the “adjourned” Court Meeting.
R19.1	Scheduled <b>Court Sitting on Friday, 24 MAY 2013 – 09:00 h, but “adjourned”?</b> The “ghost (-) meeting” has been adjourned without stating any reasons by the lawyers. <b>No chance has been given to the Plaintiff Helmut F Giesa and the six present witnesses up to now.</b>	Six Witnesses have been gathered at the court but no sitting has taken place (.....adjourned ....)
R19.2	Mrs. Esther Munu (Temne), Mrs. Kadie Tommy (Mende), Mrs. Emma B Suma (Susu), Mrs. Emma A. O. Ellen (Krio), Mr. Mohammed Kaneh (Mende) and Mr. Emmanuel Kondo (German-Ghanaian) to clarify all the “fraudulent” accusation.	on <b>Friday, 24<sup>th</sup> MAY 2013</b> Photos of witnesses <a href="http://www.aid21.de/Watfa/watfa14.pdf">www.aid21.de/Watfa/watfa14.pdf</a> <a href="http://www.aid21.de/Watfa/watfa15.pdf">www.aid21.de/Watfa/watfa15.pdf</a>
R20	<b>Meeting at the TLA-Law Chamber on Friday, 24 May 2013 – ~ 16:00</b> The Lawyer Brima Koroma handed over the Notice of Ex parte Motion Affidavit, Defence and Counter Claim, dated on 10 <sup>th</sup> APRIL 2013, on Friday, 24 <sup>th</sup> MAY 2013	Witnesses:  present in TLA-Law Chamber A _ Emma B Suma (Susu) <a href="http://www.aid21.de/Watfa/watfa13.pdf">www.aid21.de/Watfa/watfa13.pdf</a>

Ref No.	Content	Published under
	<p>Note: On 13<sup>th</sup> May 2013 I have already received the Affidavit in Opposition, dated 04<sup>th</sup> April 2013.</p> <p>A) In addition the witness <b>Emma B Suma (Susu)</b> acknowledged in front of the lawyer Brima Koroma and other witnesses, that Emma B Suma has kept the house-hold of Mr. Helmut F Giesa in a good order for a period of 18 months, 6 days per week during the day times. Nothing has been damaged during this 18 months period</p> <p>B) witness Mr. Mohamed Kanneh approved in front of the lawyer Brima Koroma, that he has attended the <b>handover of the apartment on 30 Dec 2012 and nothing has been damaged.</b></p> <p>C) Witness Mr. Mohamed Kanneh approved in front of the lawyer Brima Koroma, that Mr. Watfa has <b>tried to suborn him as a witness for an amount of 200 USD</b> to give a false testimony at the court.</p> <p>D) Witness <b>Kadie Tommy, fellow occupant and cook, approved in front of the lawyer Brima Koroma, that she has not observed any damage in the house during her stay with Mr. Giesa</b> (May 2009 up to December 2012)</p>	<p>B_ Mohamed Kanneh  <a href="http://www.aid21.de/Watfa/watfa11.pdf">www.aid21.de/Watfa/watfa11.pdf</a>  <a href="http://www.aid21.de/Watfa/wata12.pdf">www.aid21.de/Watfa/wata12.pdf</a></p> <p>C_ Esther Munu (Timne)</p> <p>D_ Kadie Tommy, oral statements to the Lawyer Brima Koroma.</p> <p>apologized  E_Emma Allen (Krio) and  F_ Emmanuel Kondo (Ghanaian – German passports) had some other appointments in town.</p>
R21	<p>BMT / Court : <b>Notice of Ex Parte Motion / Affidavit / Defence and Counter Claim of Mr. Watfa</b>, dated 12<sup>th</sup> April 2013  TLA received 12.04.2013, and Helmut F Giesa received on 24<sup>th</sup> May13  Note: the “affidavit from 12.04.2013 differs not very much from the affidavit from 03.04.2013 – however <b>a counter claim for the “damage of the apartment” has been added.</b></p>	<p><a href="http://www.aid21.de/TLA/2.pdf">www.aid21.de/TLA/2.pdf</a></p>
R22	<p>Request / Application for a Writ of Execution:  (1) validation of the Claim of Mr. Helmut F Giesa  (2) Sequestration of Mr. Watfa’s / Co. chickenland’s Property  (3) seize travel document of Mr. Watfa, because the entire family (sons and wife) stays outside of Africa.</p>	<p><a href="http://www.aid21.de/TLA/3.htm">www.aid21.de/TLA/3.htm</a>  (preview)</p> <p><a href="http://www.aid21.de/TLA/3.pdf">www.aid21.de/TLA/3.pdf</a>  (download)</p>
R23	<p>Affidavit of Mrs. <b>Emma B Suma (Susu)</b>, House-keeping: worked for a <b>period of 18 months</b> up to end of Dec 2012 in the house-hold of Mr. Giesa, she worked during day-hours, six day per week, <b>nothing has been damaged</b> either by Emma Suma, or the other fellow occupants and Mr. Helmut F Giesa in the house-hold. Mr. Giesa has not even proper tools available to “destroy” the house structure.  At the end of Dec 2012 the entire apartment had been cleaned properly. Everything was fine. And Emma B Suma has observed / has seen with her own eyes, <b>how the construction works were on-going in the first floor</b>, due to the fact, that the visited her friends Isatu und Fatmata in Mr. Watfa’s household.  Both are now in the Freetown Household anymore:  one is in US with Mr. Watfa’s wife and the other have left.</p>	<p><a href="http://www.aid21.de/Watfa/watfa13.pdf">www.aid21.de/Watfa/watfa13.pdf</a></p> <p><a href="http://www.aid21.de/Watfa/watfa13.pdf">www.aid21.de/Watfa/watfa13.pdf</a></p> <p>Note:  <b>Esther I Munu (Temne)</b> worked in the 1<sup>st</sup> floor apartment during the day  - for a period of over one year -.</p>
R24	<p>ViSA-Stamp in Mr. Helmut F Giesa’s Passport : <b>Exemption from Registration under 4(0) of the non-citizen registration immigration and expulsion act No. 14 of 1965 / Category Official (SLRA)</b> The similar visa is given from March 2009 up to April 2013.</p>	<p>E-Mail to TLA-Lawyers with copy to witnesses (see document)  <a href="http://www.aid21.de/Watfa/watfa24.pdf">www.aid21.de/Watfa/watfa24.pdf</a>  <a href="http://www.aid21.de/Watfa/watfa24-1.pdf">www.aid21.de/Watfa/watfa24-1.pdf</a></p>

Published with the Application / Request for

- Validation of the entire obligations of Mr. Watfa’s / company Chickenland’s property
- Sequestration of Mr. Watfa’s / company Chickenland’s property
- Seize the travel documents of Mr. Assad R. Watfa [www.aid21.de/TLA/3.htm](http://www.aid21.de/TLA/3.htm) for preview or [www.aid21.de/TLA3.pdf](http://www.aid21.de/TLA3.pdf) for download

**Mrs. Esther I Munu-Lakoh** ([www.aid21.de/TLA/77.pdf](http://www.aid21.de/TLA/77.pdf) and **Mrs. Emma O.A. Allen** ([www.aid21.de/TLA/78.pdf](http://www.aid21.de/TLA/78.pdf)) have the power of attorney to represent myperson at the court and can negotiate in my interest.

From Helmut F Giesa, Weissenburg / Bavaria – Germany

## **Request for Sequestration of Mr. Watfa's / Company Chickenland's Property**

published with the Reference Table from No1 to No 24 under [www.aid21.de/TLA/3.htm](http://www.aid21.de/TLA/3.htm)

To

TLA Lawyer: Mr. Brima Koroma, Siaka-Stevens-Street, Freetown  
Sierra Leone / West-Africa

Copies to the trustees and witnesses

# Request / Application of Writ of Execution

- 1 \_ **Validation of the obligations of Mr. Watfa and/or Company Chickenland**
  - a) HFG Claims of the truly credit / loan ([www.aid21.de/WCL/](http://www.aid21.de/WCL/) or [www.gub21.de/WCL/](http://www.gub21.de/WCL/) )
  - b) Watfa's "fraudulent" counter claim of the apartment
  - c) Extra Claim / reimbursement of HFG-costs incurred in asserting the legal rights caused by the false accusation (damage of apartment)
  
- 2 \_ **Sequestration / confiscation of Mr. Watfa's and / or Company Chickenland**  
166 % fair market value = 100% "collateral" / debt value.
  
- 3 \_ **Seize travel documents of Mr. Watfa**  
Rest of the Family (Mrs. Waffa and two sons) stays/studying in the USA now.

Dear Lawyer Mr. Brima Koroma,

I reply to the handed over documents stated in the table with the references No. 1 up to 24 attached to this letter, dated, 07<sup>th</sup> June 2013.

## 0. General

- 0.0 Please read this application / request for a writ of execution in context with the letter "FACTS and COMMENTS to the Affidavit in Opposition" [page 1 to page 8] dated 15<sup>th</sup> May 2013 (Ref R 14, published on the private web site [www.aid21.de/1.htm](http://www.aid21.de/1.htm) or [www.GuB21.de/1.htm](http://www.GuB21.de/1.htm) )
- 0.1. A loan of 77,000 Euro (seventy thousand) Euro has been given in October (Ref R1+R4).
- 0.2. Three instalments have been agreed. Two have been paid.  
The third instalment of 10,308 USD and the principal amount of 103,796 US-Dollar has not been paid on the 30<sup>th</sup> April 2012 latest (Ref R8-R10).  
The first **breach of contract** has been identified.
- 0.3 A repayment plan of 75,000 USD with the option to rent the apartment of 30,000 USD has been submitted to the creditor / plaintiff Helmut F Giesa, dated 30<sup>th</sup> April 2012. However this has been not accepted due to the fact, that 114,284.80 USD had been outstanding. Documentary evidences: see handwritten list with the payment status, dated 07<sup>th</sup> May 2012. In this context an Arrear and Demand letter has sent to the Debtor Chickenland / Mr. A.R. Watfa (Ref R10, dated 07<sup>th</sup> May 2012).



- 0.4 Discussions with BMT lawyer with different reasons, why he is not able to pay the monies now. Hence a re-payment plan from **June 2012 to Nov 2012** have been submitted with an amount of 105,000 USD, dated 10<sup>th</sup> of May. 70,000 USD has been paid with delay ... up to mid Dec 2012.  
**Again breach of contracts** have been identified during the re-payment procedure and at the deadline of 31.Nov. 2013  
Please see References R8, R9, R10, R12. f Lading and Invoice, dated 26.08.2012.
- 0.5 The creditor / plaintiff Helmut F Giesa moved out of the rented apartment, 1<sup>st</sup> floor in 55, Freetown Road, Lumley on 30<sup>th</sup> DEC 2012. Witness have given statements, that the handover has been correct and no damages have been done  
See Ref R16, R17, R18, R20, R23.
- 0.6. The debtor Mr. A.R. Wafra just came along in APPIL 2013 (more as three months after the move out of the apartment), he just brings up a counter-claim of more as 15,000 USD. See Affidavit in Opposition (R13 + R21)  
The witnesses with the documentary evidences Ref R16, R17, R18, R20, R23 indicates the fraudulent practise of Mr. Wafra, and that he wanted even to suborn a witness for 200 USD (Ref R18 and witness TLA-Lawyer Brima Koroma).
- 0.7 The “amended” Affidavit with the Notice of Ex Parte Mition (Ref R21) was handed over on 24<sup>th</sup> May 2013. The plaintiff had a lot of efforts to get in touch with the witnesses and to get the documentary evidence as well.  
All
- 0.8 The answer of the “amended” affidavit is this letter with the  
**Request / Application for Writ of Execution (1) to validate the property, (2) to confiscate the property of Mr. Wafra / Co. Chickenland and (3) to seize the travel documents.**

**Note 1: Excuses of Mr. Wafra’s and opinion of Mr. Helmut about these observed conducts**

If I review the entire behaviour with all the excuses of Mr. Wafra, then I come to the following conclusions, that he has allegedly taken into account a “fraudulent” conduct from the begin on:

(a) He know, that I have no experiences with import of frozen goods to Sierra Leone. However the invoice from August, the Delmas Bill of Lading and the information of DELMAS agency shows, that the container has arrived in October 2013.  
In principle there was no need to show kindness towards Mr. Wafra. He saw this kindness as a type of weakness.

(b) And a creditor is not responsible about the delay of the food, what was contractual not linked to the credit agreement.

(c) He was quite sure that Mr. Helmut F Giesa will leave the country after completion of this EU-financed programme “Technical Assistance to Sierra Leone Roads Authority”.

(d) He is quite familiar with the deficiencies of the judiciary – procedures.  
As I have recognized, a lot of people complain about the “adjourning delay pattern” at the court in Freetown (observed in the restaurant next to the TLA law chamber)

(e) He allegedly knows, that Mr. Giesa is a foreigner, and that foreigners get discriminated in different ways in Sierra Leone

(f) And he knows, that the court procedure takes years, because the “system” is dysfunctional.

**I. Validation of the obligations of Mr. Wafra and/or Company  
Chickenland against all involved parties at once**

**I.1 Basic outstanding amount** (see Ref R12, dated 01<sup>st</sup> January 2013)

The basic amount of Euro and USD have been agreed ... Ref R8, dated 21.DEC 2011.

Description	Plan (USD)	Act.paid (USD)
Principal Amount in context with (a) Agreement with outstanding payments – dated 21 <sup>st</sup> DEC 2011 (Ref R8) (b) Arrear and Demand Letter, dated 07 <sup>th</sup> May 2012 (REF R10)	<b>114,284.80 USD</b>	<b>xxx</b>

BMT-Re-payment plan submitted, however not approved in writing by H.F. Giesa	105,000 USD	
June up to October Rates paid, however some with delay and with a further payment amount of 15,000 USD according to BMT-plan has not been paid. – another breach of contract	85,000 USD	70,000 USD
Last November Rate not paid, breach of contract, overdue since 31 <sup>st</sup> NOV 2013	20,000 USD	Not paid
<b>In breach of contract in compliance with principal amount of 114 T_USD</b>	<b>Outstanding</b>	<b>44,284.80 USD</b>
In breach of contract in compliance with BMT-amount of 105 T_USD		35,000.00 USD

- I.2 **Lawyers Fee** of the amount of 9,000 Euro, will be fully paid in US-Dollar by plaintiff Helmut F Giesa, to be reimbursed by the debtor A.R. Watfa / Co. Chickenland.

A memo has been drafted to remind the agreements between TLA and Helmut F Giesa (see REF R12, 15<sup>th</sup> June 2012)

Description	Euro	US-Dollar
Agree FEE (memo R12 / 15 June 2012) assumed FOREX of 1,30 USD / EUR	<b>9,000 EUR</b>	<b>11,700 USD</b>
Received up to date with a prevailing rate at the point of payment	6,121,88 EUR	7,682.00 USD
Outstanding, with an assumed FOREX of 1,30 USD / EUR	2,878.12 EUR	3,741,56 USD

### I.3 Interest Rate

The lawyer determined 10% interest rate from 17<sup>th</sup> DEC 2011 onward.  
See Service of writ / writ of service of the High Court Freetown ...  
REF R8, dated 15<sup>th</sup> JUNE 2012 (twelve)

Description	Euro	US-Dollar
Interest rate of the principal amount of 114 T_USD		
17 <sup>th</sup> DEC 2011 up to 18 <sup>th</sup> June 2013 >>> 18 months (1,5 years) kindly 10% per anno! 1,5 yrs * 10% = 15% out of the principal amount =		<b>17,100 USD</b>

- I.4 Loss and Damage – due non-opportunity to invest the money in a profitable business 5% per month  
**The ECO-/Procredit Bank even takes a penalty fee of 0,5% per day from the first day of default until the date of the relevant instalments is (are) paid.**  
Please read the Helmut F Giesa letter : “FACTS and Comments to the Affidavit in Opposition”, §14 - dated on 15<sup>th</sup> May 2013 (REF R14) - , too.

Description	Euro	US-Dollar
<b>Worst Case :</b>		Maximum
The total principal amount of 114,000 USD (105,000 USD) could not invested in a		74,000 USD

business since 1 <sup>st</sup> May 2012 5% per month loss up to end of May : 13 Months @ 5 % loss of opportunity per months out of 114,000 USD		
<b>Kindly case, but think about : kindness will be judged as weakness in West-Africa</b>		
Part I The outstanding amount of 44,000 USD (35,000 USD) could not invested in a business since 1 <sup>st</sup> DEC 2012 5% per month loss up to end of May 2013: 6 Months @ 5 % loss of opportunity per months out of 44,000 USD = 10,500 USD		Minimum  10,500 USD
Part II of the delayed payment are not taking into account.		
Negotiation between the lawyer : 10,500 and 74,000 USD ... average = 42,25		Average 42,250 USD

#### I.5 Extra Claim of Mr. Helmut F Giesa

The accusation of Mr. Watfa, that I have damaged his property has forced me to come from outside to Sierra Leone to clarify the fraudulent practise of him.

So a lot of witnesses have to been visited, and the documentary evidences has been collected to testimony the false statement of Mr. Watfa - he even approached one person to bribe / to suborn him as a witness -- with 200 US-Dollar ALMS - to receive a "fraudulent" amount of over 15,000 US-Dollar.

(References R R16, R17, R18, R20, R23 and the TLA-Lawyer Brima Koroma can affidavit the oral statements of the witnesses).

It is used to, that who gives a false accusation is compelled to reimburse the costs incurred in asserting the legal rights. Hence Mr. Helmut F Giesa is requesting 6,110 USD minimum.

Description	Euro	US-Dollar
Flight, Economic in MAY 2013, with a forex of 1,30 USD / Euro	1,200 Euro	1,560 USD
One week no possibility to achieve income 5 days only @ 700 EURO per day with a forex of 1,30 USD / Euro	3,500 Euro	4,550 USD
<b>Total</b>	<b>4,700 Euro</b>	<b>6,110 USD</b>

#### I.6 Zero claim amount of the "fraudulent" counter claim of Mr. Watfa

Description	Euro	US-Dollar
The fraudulent claim has to be rejected: all the documentary evidences shows the intention to delay the process at the court and hence the re-payment of his debts. All the documentary evidences are attached to this submitted file – dated 07 <sup>th</sup> June 2013.		<b>0.00 USD</b>

#### I.7 Summary / Validation of the obligation of Mr. Watfa / Co Chickenland.

Here is the summary of the items I.1 – I.6

Description	Euro	US-Dollar
-------------	------	-----------



I.1 Outstanding amount of the principal agreed amount of 114 ... T USD		<b>44,284.80 USD</b>
I.2. Lawyers Fee (Plaintiff Helmut F Giesa will paid the outstanding amount of 3,741,56 USD)		<b>11,700.00 USD</b>
I.3 Interest Rate 10%, since 17 DEC 2011	Either	<b>17,100.00 USD</b>
I.4 Loss and Damage due to non-opportunity to invest in profitable business	Or	<b>42,250.00 USD</b>
I.5 Extra Claim to revert "fraudulent Counter claim of Mr. Watfa":		<b>6,110.00 USD</b>
I.6 Rejection of the fraudulent counter claim of Mr. Wata		<b>0.00 USD</b>
	Xxx	
I.7 Summary of Mr. Watfa's / Co Chickenland obligation towards the creditor Helmut F Giesa	Min (either)	<b>79,194,80 USD</b>
	Max (or)	<b>104,344,80 USD</b>

The valuation of the obligations of Mr. Watfa / co. Chickenland amounts to approx.. 80,000 USD up to 104,000 USD

## II. Application for Sequestration / Confiscation of Mr. Watfa's / Co Chickenland's property

The plaintiff / Creditor Helmut F Giesa is requesting the confiscation of the property of the 166 % of the outstanding amount, due to the fact – in compliance with ECO-Bank regulations - :

*"Upon default by the borrower, the lender shall be at liberty after obtaining all the necessary orders to take possession of the "pledge" item for sale. The Lender will pay to the borrower any balance from the proceeds of the sale after the lender has realized all of the outstanding balances, interest, penalty fees, cost of sales and /or expenses incurred in the recovery process".*

Description	Euro	US-Dollar
Collateral / Credit amount	60% of the fair market value	<b>79,194,80 USD</b>
Minimum		
Maximum		<b>104,344,80 USD</b>
The ECO Bank policy is applied: 60% collateral of a pledge agreement of the fair market value.		
Fair market value of ..... has to be confiscated	100% to be confiscated	
	xxx	
II.7 Summary of Mr. Watfa's / Co Chickenland obligation towards the creditor Helmut F Giesa	Min	<b>132,000.00 USD</b>
	Max	<b>174,000.00 USD</b>

The plaintiff is requesting the sale of the property with a fair market value between 130,000 USD (one hundred thirty thousand US-Dollars) and 170,000.00 USD (one hundred seventy thousand US-Dollars).

## III. Sieze Travel Document

Following below mentioned facts are indicating that Mr. Watfa is already preparing the purchase of all his property with the intention to leave the country to avoid further payments

to the creditor / plaintiff Mr. Helmut F Giesa.

A confiscation of property will be not possible anymore due to the protracting procedure within the judiciaries system. I assume this is the motive of his dealing with the credit case. I would judge it as a criminal act to prevent the re-payment of the Credit.

III.1 The two sons are studying in USA

III.2 Mr. Watfa's wife is staying in USA as well

III.3 His parents and brother is living in Lebanon.

III.4 Citizenship

Is it true : A Sierra Leonean Citizenship can only be acquired, if the grand grandfather is a Sierra Leonean?

#### Note 2 : **Exempted from Registration**

Mr. Helmut F Giesa is anyway **exempted from registration** under 4(0) of the non-citizen registration immigration and expulsion act No. 14 of 1965, category Official (SLRA)  
Refer to Ref R24.

#### Note 3: **Power of attorney to represent me at the Court anytime.**

**Mrs. Esther I Munu-Lakoh** ([www.aid21.de/TLA/77.pdf](http://www.aid21.de/TLA/77.pdf)) and **Mrs. Emma O.A. Allen** ([www.aid21.de/TLA/78.pdf](http://www.aid21.de/TLA/78.pdf)) have the power of attorney to represent my person at the court and can negotiate in my interest. The power of attorneys are attached at the end of this letters. Mr. Sahr D Dugba has as well a power of attorney, however due to his professional position he will not be available any time to attend the court sittings.

Dear Lawyer,

I am confident, that the sequence and procedure at the Court will be expedited with your proper effort.

**But please inform me about new developments through short messages via e-mails and / or Facebook with my ID of [HFG2404@yahoo.de](mailto:HFG2404@yahoo.de)**

Mrs. Esther and / or Mrs. Emma, as mentioned above, will discuss the matters in detail with you. They are even prepared to scan the necessary documents to provide them via e-mail to Germany or West-Africa.

Thank you very much for your co-operation in advance.

.....  
Eng. Helmut F Giesa,  
Dip.-Ing. Univ, Prof. Eng., MSc.

Freetown / Godrich, 07<sup>th</sup> June 2013

WEB [www.aid21.de/index.pdf](http://www.aid21.de/index.pdf) to download all the communication data  
E-Mail [HelmutFGiesa@yahoo.de](mailto:HelmutFGiesa@yahoo.de); [HFG2404@web.de](mailto:HFG2404@web.de); [HFG2404@Gmail.com](mailto:HFG2404@Gmail.com)

This request / application of writ of execution:

- Validation of the obligations of Mr. Watfa / Co. Chickenland's Property
- Sequestration n / Confiscation of Mr. Watfa's / Co Chickenland's Property
- Seize travel document of Mr. A. R. Watfa

is published under  
for preview [www.aid21.de/TLA/3.htm](http://www.aid21.de/TLA/3.htm) and  
for download [www.aid21.de/TLA/3.pdf](http://www.aid21.de/TLA/3.pdf) .