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This Writ is to be served within twelve calendar months, from the date thereon, or if renewed, within six calendar months from the date of such renewal, inclusive of the day of such date, and not afterwards. The Defendant may appear hereto by entering an Appearance either personally or by a Solicitor at the master's office, High Court of Sierra Leone Kenema District Registry.

A Defendant appearing personally may, if he desires, enter his appearance by post and appropriate forms may be obtained by sending a postal order for Le300.00 with an addressed envelope, foolscap size, to the Master and Registrar, High Court Kenema District Registry.

If the Defendant enters an appearance, he must also deliver a Defence within ten (10) days from the last day of the time limited for appearance unless such time is extended by the Court or a judge; otherwise judgment may be entered against him without notice, unless he has in the meantime been served with a summons for judgment.

STATEMENTS OF CLAIM

The Plaintiffs' Claim against the Defendants jointly and/or severally is for the following:

1. General Damages
2. Special Damages
3. Damages for unlawful deprivation of property
4. Damages for extreme emotional distress
5. Compensatory damages for breach of contract, in particular the Community Development Agreement (CDA) and other Resettlement Agreements
6. A Declaration that the Defendants have failed to comply with Section 38(1) of the Mines and Minerals Act 2009 Act No. 12 of 2009.
7. Enforcement of Section 38(1) of the Mines and Minerals Act, in particular with respect to resettlement and forced acquisition of land
8. A Declaration that the Defendants have failed to comply with Terms and Conditions of their Environmental Impact Assessment License.
9. Specific Performance of Article 3 of the Community Development Agreement (CDA 2017)
10. Specific Performance of Clause 15.13 of the Mining Lease Agreement of 2010
11. Abatement of the nuisance, in particular the emission of dust, toxic fumes, and loud noises that impinge on Plaintiffs' enjoyment of their property.
12. Damages for Nuisance suffered by the Plaintiffs.
13. An Order requiring the 11th Defendant to provide an accounting of its compliance with Section 15.13 of the Mining Lease Agreement 2010 and article 3 (i) of the Community Development Agreement (CDA 2017)
14. Interest pursuant to Section 4 (1) of the Law Reform (Miscellaneous Provisions) Cap 19 of the Laws of Sierra Leone 1960 till date of Judgment.
15. Any further or other Order(s) as this Honourable Court may deem fit and just.
16. Costs

PARTICULARS OF CLAIM

1. That the Plaintiff is and was at all material times a resident and fee simple owner of four (4) Town Lots of land situated at 16 Jabba Street, Saquee Town, Tankoro Chiefdom, Koidu Town, Kono District in the Eastern Province of the Republic of Sierra Leone.

2. That the Plaintiff is and was at all material times the fee simple owner of four (4) homes located on the said property.
3. That the 1st, 3rd, 5th, 7th, 9th & 11th Defendants are a group of Mining Companies engaged in Mining Activities in the Tankoro and Gbense Chiefdoms respectively in Kono District in the Eastern Province of the Republic of Sierra Leone.
4. That the 2nd, 4th, 6th, 8th, 10th & 12th Defendants are Managing Directors of the 1st, 3rd, 5th, 7th, 9th & 11th Defendants respectively.
5. In 2003, the 11th Defendant, on behalf of the 1st, 3rd, 5th, 7th, and 9th Defendants or their predecessors, entered into a Mining Lease Agreement with the Government of Sierra Leone that was revised, amended and updated in 2010.
6. The said Mining Lease Agreement granted the Defendants Mineral Rights over the concession areas of Tankoro and Gbense Chiefdoms respectively, within which the the Plaintiff resides and owns properties.
7. The 1st Defendant has at all material times (and jointly with the 5th Defendant, since 2011) been the owner of all mining assets including the Koidu Kimberlite Project in Koidu operated by the 11th & 12th Defendants.
8. The 1st, 3rd, 5th, 7th, 9th, and 11th defendants are all under common control and are operated as a joint enterprise, by their parent company, BSG Resources Ltd., and the operations complained of in this Statement are personally directed by the 2nd, 4th, 6th, 8th, 10th, and 12th Defendants, respectively.
9. The 1st and 5th Defendants – Octea Ltd. and Octea Mining Ltd., respectively – control the financial decisions of the 11th Defendant – their subsidiary, Koidu Ltd. – and are directly involved in the resettlement of affected communities in Tankoro and Gbense Chiefdoms of Kono District.
10. The Koidu Kimberlite Project produces many severe impacts on the Plaintiff and her property.
11. The Defendants frequently detonate powerful explosives. These explosions have expelled dust particles into the air that impaired her eyesight, for which she required professional medical assistance. They have shaken and cracked her walls, and she had to repair the damages without assistance or compensation from the defendants. They have also caused hearing loss in Plaintiff and cause her to live in a constant nervous state.

12. The Defendant also dumped large rocks and rubble from its operations into a swamp area that the Plaintiff previously possessed and used for rice and vegetable farming. It has been buried under rocks, and she has been forced to seek other land to continue her farming activities, even going to another village.
13. The area where Plaintiff lives is now largely deserted and is no longer a commercially vibrant area. She was previously able to rent out twelve bedrooms to tenants, but she can no longer do so because nobody wants to live so close to the mine site, in a zone that is so frequently shaken by explosions.
14. The Plaintiff used to be part of a society that met in a sacred area that included a burial site for the members. Since the defendants have covered the area with artificial mounds, she is distressed because she has lost the ability to practice her traditional culture.
15. Knowing that the people living in the areas surrounding the mine would suffer some or all of these impacts, the 11th & 12th Defendants knew that they would be required to create a program to resettle the affected population pursuant to Sierra Leone Law. In furtherance of the fulfilment of this obligation, it produced 2 Resettlement Action Plan Documents (RAP) – an Original RAP in 2003 and an Upgraded RAP in 2012.
16. On May 13, 2017, the 11th & 12th defendants entered into the latest of a series of Community Development Agreements (CDAs) with representatives of Tankoro and Gbense Chiefdoms for the benefit of the people of the two Chiefdoms. According to this Agreement – and, on information and belief, all the previous CDAs, the 11th & 12th Defendants are required to follow Sierra Leone law and International Standards with respect to all its mining activities.
17. According to the said RAP and the International Standards that the Defendants are required to follow pursuant to the Mining Lease Agreement, the CDA, and Sierra Leone law, the persons in zones that were likely to be affected by the mining operations were to be resettled on appropriate land with adequate structures and facilities before mining activity started to affect their lives.
18. That representatives of the 11th defendant visited Plaintiff to assess her property, telling her they would compensate her for her crops in recurring payments every five years.
19. After the property assessment, the Plaintiff was eventually paid a total of 60 million leones – an amount that is lower than the value of her crops and numerous economic trees.

20. That the Defendants never contacted Plaintiff or attempted to relocate her after this time. She continues to live in her homes – which have been damaged by the defendants’ explosions – on her land, where she lives in constant apprehension of the blasting and struggles to make an adequate income.
21. That the Defendants also failed to compensate her for the land they buried with rubble and rocks from their operations, or for the financial burden the Plaintiff must now bear to travel to another village in order to farm crops
22. As a result of these impacts, Plaintiff has suffered in the following ways:
 - a. Extreme emotional distress and psychological harm
 - b. Loss of income from farming
 - c. Loss of income from economic trees
 - d. Loss of rental income from letting out of rooms in their homes to tenants
 - e. Nuisance/interference with enjoyment of property
 - f. Breach of contract

PARTICULARS OF SPECIAL DAMAGES

1. Plaintiff’s loss of 38,880,000 leones in rental income (30,000 leones x 12 months x 12 rooms x 9 years)
2. Plaintiff’s expenditure of 1,000,000 leones to repair her home that was damaged by defendants’ explosions
3. Plaintiff’s loss of 80,000,000 leones in crops and economic trees (Le 1,500,000 of corn + Le 700,000 of onion +Le 900,000 of groundnut + 600,000 leonesof bananas + Le 1.2 millionof mangos + Le 550,000 of pears + Le 400,000 of palm +Le 350,000 of orange + Le 800,000 of guava = Le 7,000,000 per annum. Le 7,000,000xaverage 20 years lifespan=140 million leones. Le 140,000,000 - 60,000,000 leones in compensation received = 80,000,000).

PARTICULARS OF EMOTIONAL DISTRESS

1. Plaintiff suffers from emotional distress due to her inability to access the Bondo bush and practice her traditional culture.
2. Plaintiff is subjected to constant apprehension or fear of mandatoryevacuations due to blasting.

WHEREFORE THE PLAINTIFF CLAIMS:

1. General Damages
2. Special Damages
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15. Any further or other Order(s) as this Honourable Court may deem fit and just.
16. Costs

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COUNSEL

This writ is issued by C&J Partners whose address for service is No. 1 Jalloh Terrace, Makeni-Kabala Highway, Panlap for and on behalf of the Plaintiff herein.

CC:

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2019

NO :

IN THE HIGH COURT OF SIERRA LEONE
(GENERAL CIVIL DIVISION)

Sierra Leone

(TO WIT)

BETWEEN:

KUMBA KING

16 JABBAH STREET, SAQUEE TOWN

PLAINTIFF

AND

- | | |
|--|----------------------------|
| 1. OCTEA LIMITED | 1 st DEFENDANT |
| 2. THE MANAGING DIRECTOR OCTEA LIMITED | 2 nd DEFENDANT |
| 3. OCTEAD DIAMOND LTD | 3 rd DEFENDANT |
| 4. THE MANAGING DIRECTOR OCTEA DIAMOND LIMITED | 4 th DEFENDANT |
| 5. OCTEA MINING LIMITED | 5 th DEFENDANT |
| 6. THE MANAGING DIRECTOR OCTEA MINING LIMITED | 6 th DEFENDANT |
| 7. OCTEA SERVICES LIMITED | 7 th DEFENDANT |
| 8. THE MANAGING DIRECTOR OCTEA SERVICES LIMITED | 8 th DEFENDANT |
| 9. OCTEA FOUNDATION LIMITED | 9 th DEFENDANT |
| 10. THE MANAGING DIRECTOR OCTEA FOUNDATION LIMITED | 10 th DEFENDANT |
| 11. KOIDU LIMITED | 11 th DEFENDANT |
| 12. THE MANAGING DIRECTOR KOIDU LIMITED | 12 th DEFENDANT |

ALL OF 84 WILKINGSON ROAD FREETOWN, SIERRA LEONE

This writ was served by

on

The defendant

On the day of

2019

Dated this day of

2019

Address

Signed

WRIT OF SUMMONS

C & J PARTNERS
1 JALLOH TERRACE ESTATE
MAKENI- KABALA HIGHWAY, PANLAP
MAKENI