

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 Plaintiff's 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 until she was resettled in 2016, the Plaintiff was a resident and fee simple owner of 3Town Lots of land Saquee Town, Tankoro Chiefdom, Koidu Town, Kono District, in the Eastern Province of the Republic of Sierra Leone.
2. That since resettlement, the Plaintiff has been the fee simple owner of a plot of land in the Resettlement Community at Tripoli in Tankoro Chiefdom, Koidu Town, Kono District, in the Eastern Province of the Republic of Sierra Leone.
3. That prior to resettlement, Plaintiff was the fee simple owner of 5houses, 2 private schools, and 2 churches located on her property in Saquee Town.
4. 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.
5. That the 2nd, 4th, 6th, 8th, 10th& 12th Defendants are Managing Directors of the 1st, 3rd, 5th, 7th, 9th& 11th Defendants respectively.

6. 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.
7. The said Mining Lease Agreement granted the Defendants Mineral Rights over the concession areas of Tankoro and Gbense Chiefdoms respectively, within which the Plaintiff resides and owns properties.
8. 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.
9. 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.
10. The 1st and 5th Defendants – Ocea Ltd. and Ocea 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.
11. That prior to resettlement, the Koidu Kimberlite Project produced many severe impacts on the Plaintiff and her property.
12. That the 11th Defendant frequently detonates powerful explosives. These explosions caused dust to enter onto Plaintiff's property, making her cough. The noise and vibrations from the blasts shocked and distressed her, causing chest pains.
13. That the 11th Defendant's mining activities contaminated the water and made it change color. When Plaintiff and her children drank this water, they would get diarrhea.
14. The rubble from the 11th Defendant's mining operations covered two town lots of swamp land that Plaintiff previously farmed and engulfed two town lots of land that she had inherited from her sister.
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 beginning in 2010, the 11th Defendant tried to induce Plaintiff and her family to leave their land. Originally, they refused to sign any resettlement agreement or abandon their homes because Defendants had not yet constructed replacement structures at the Resettlement Site, but after representatives of the 11th Defendant pleaded with her husband and promised to replace all their structures, he signed an Agreement.
19. That when they inspected the Resettlement Site, Plaintiff and her husband discovered that the replacement structures were smaller, had fewer rooms, and had been built of inferior materials than the original ones. Moreover, the 11th Defendant had refused to build a hog pen for Plaintiff's pigs. They therefore refused to move from their land
20. That Representatives of the Defendants came to Plaintiff's home one day and threatened to force her family to relocate.
21. That one night in 2016, when Plaintiff and her family were all in their house, Defendants caused a flood of water to be diverted from the mine site directly onto Plaintiff's land. Part of one of her houses collapsed, and 460 of her 600 pigs were killed in the flood.
22. That at Plaintiff's request, the Defendants provided transport for her and her family to move to the Resettlement Site on an emergency basis. However, the vehicle provided failed to transport her pigs and instead dropped them off on the side of the road.
23. That she was eventually able to charter a new vehicle, but in the ensuing chaos and confusion, 25 additional pigs died. Only 115 of her original 600 pigs arrived at the Resettlement Site alive.
24. 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 pigs
 - c. Loss of valuable structures

- d. Nuisance/interference with enjoyment of property
- e. Breach of contract

PARTICULARS OF SPECIAL DAMAGES

1. Loss of income from pigs since 2016 at Le 139,680,000 (Le 96,000 per year per pig x 485 lost pigs x 3 years)

PARTICULARS OF EMOTIONAL DISTRESS

1. Plaintiff was distraught due to the repeated efforts of the Defendants to evict her from her land, including Defendants' malicious decision to divert flood waters onto her land.
2. Plaintiff was distressed by the sudden death of most of her pigs – her primary source of income – in the flood caused by the Defendants.
3. Before she was resettled Plaintiff was frequently troubled by the sounds and vibrations from Defendants' blasting, which shocked her and gave her chest pains.

PARTICULARS OF NUISANCE

1. Defendants' blasting operations and trucks caused dust and noxious fumes to enter upon Plaintiff's land. These nuisances caused respiratory and skin illnesses and interfered with her enjoyment of his property.
2. Defendants' blasting operations create noise pollution that entered onto Plaintiff's land prevented her from enjoying her land peaceably.

WHEREFORE THE PLAINTIFF CLAIMS:

1. General Damages
2. Special Damages
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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.
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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

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COUNSEL

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

CC:

B 2019

NO :

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

Sierra Leone
(TO WIT)

BETWEEN:

SIA JANET BAYOH
TRIPOLI-TANKORO

PLAINTIFF

AND

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