

AFFIDAVIT.

IN THE BRIGHTON COUNTY COURT

Claim No. 5BN 01874

Kitcars International Ltd,
11, Meadow Close,
Hove,
Sussex BN3 6QQ,
01273 555910.

Claimant.

Vs.

Peter John Filby,

1st Defendant.

Vince Wright,
t/a, RV Dynamics,
i, Howard Road,
Reigate, Surrey RH2 7JE

2nd Defendant.

TO: THE HONOURABLE JUDGE OF THE BRIGHTON COUNTY COURT

I, Vince Paul Wright of No. 29, Charnwood Avenue, Chelmsford, Essex CMI 2TQ, England and presently of No. 65, Kaldemulla Road, Moratuwa, in the Democratic Socialist Republic of Sri Lanka and being a Christian do hereby make oath and state as follows: -

1. I am the 2nd Defendant above named and the deponent hereto.
2. I depose to the facts stated herein from my personal knowledge and on the knowledge gained by the perusal of the documents available to me.

3. I specifically deny the entire claim made against me and all the allegations and averments in the said claim made by the Claimant above-named. I set out my defense as follows.

4. I am presently residing in Sri Lanka and have been living in Sri Lanka from 08/08/2002. I am stating the following facts in support and in addition of my defense more fully set out in Form 9B (Defense and Counterclaim) to the claim made by the Claimant, since it is necessary to bring the true facts to the notice of this Honourable Court and since I am not presently residing in England.

but Filby says he's involved since Aug '02

5. (i.) RV Dynamics is a sole proprietorship owned by me. I have not authorized Mr. Peter Filby, the 1st Defendant above-named to supply advertising copies of RV Dynamics products to the Claimant nor its Director, Mr. Dennis Tanner nor to any other person whomsoever, except the following one art work.

See P 24 - UK Arm P 25 UK base.

↑ how did we get 2?

(ii.) The said one artwork was a 'Bugrat Car with a yellow banner advertising the Stafford Motor Show' to be published only in the March 2002 issue of the Kit Car Magazine. I have not authorized Mr. Peter Filby to supply any other Art Work or any other advertising material to the Claimant.

(ii.) Mr. Peter Filby, the 1st Defendant, did not work for RV Dynamics, in March, April and May 2002. He commenced acting as the sales representative from December 2002, after I came down to Sri Lanka.

(iii.) Without prejudice whatsoever to the aforesaid, I state that Mr. Peter Filby, the 1st Defendant has not supplied advertising copies of RV Dynamics products to the Claimant nor its Director Mr. Dennis Tanner nor to any other person whomsoever, except for the one instance stated above.

He can't speak for Filby

(iv.) In the premises aforesaid, I state that the Claimant and its Director Mr. Dennis Tanner has misrepresented material facts and mislead this Honourable Court.

facts = matters?

6. (i.) I being the sole proprietor of RV Dynamics placed one Advertisement in the March 2002 issue of the Kit Car Magazine referred to above, and to the best of my knowledge, I have paid the full advertising cost for same in 2002 it self. The March issue was published by about the 18th February, 2002.

See P120
Fifty find?
Why?
Fifty find?
How?
if he was involved

(ii.) The purpose of placing the said Advertisement was to advertise the displaying of kit cars marketed by RV Dynamics at the Stafford Kit Car Show, which was held on or about 9th and 10th of March, 2002.

(iii.) Hence there was no purpose of continuing with the said advertisement in the April and May 2002 issues of the Kit Car Magazine. In any event, I have specifically instructed Mr. Dennis Tanner to place the said Advertisement only in the March 2002 issue of the Kit Car Magazine.

unless there was no intention of paying.

Never spoken to him

iv.) Hence, I am not liable to pay any Advertising cost, if the Claimant has wrongly published any advertising material in April and May 2002 issues of the Kit Car Magazine. I have not even obtained copies of the April and May 2002 issues of the Kit Car Magazine and have had no knowledge that any advertisement concerning RV Dynamics had been published in the said issues, until I received notice of this Claim.

He did on PH!

v.) In the circumstances, I state that I am not liable to pay for any advertising cost for April and May 2002 issues if any, as purportedly claimed by the Claimant.

vi.) As I have stated above, I have to the best of my knowledge paid the full amount of the advertising cost for the one advertisement placed by me for the March 2002 issue of the Kit Car magazine. However, I was not given a receipt issued to me by the Claimant. To the best of my knowledge, I have paid the cost for the said one advertisement by Cheque. However, I have to return to England to check my Bank Statements and verify this fact.

He's had since Dec 03 (PH)
f.112

vii.) As such, I state that I am not obliged to pay for the second time, for an advertisement published in the March 2002 issue of the said Magazine for which I have already paid to my knowledge.

viii.) In the circumstance, I pray that this Honourable Court be pleased to dismiss this claim with costs.

7. (a.) I state that the Claimant has failed to produce any material whatsoever to substantiate his purported claim. Further, in terms of the Claimed Form, I received on 26th June, 2005, the Claimant has stated that a 'fuller detail shall follow'. However, to date I have not received any further details.

(b.) I reasonably apprehend that I will not receive any further details, since the Claimant, in any event, have no material whatsoever to substantiate its purported claim.

(c.) Therefore, I am herein making my statement of defense within the stipulated time, and after taking into consideration the time taken to send this Affidavit from Sri Lanka to England.

8. Without prejudice whatsoever to the aforesaid, I state the following.

9. (i.) The purported claim of the claimant is said to be for advertising cost for advertisements said to have been published in March, April and May issues of Kit Car Magazine 2002. If the Claimant had a genuine intention of recovering any moneys, as purportedly claimed, the Claimant could have demanded same from me and/or instituted action in 2002 itself.

(ii.) However the claimant has made this claim on or about 21st April, 2005 after three years.

(iii.) The Claimant nor its Director Mr. Dennis Tanner has not demanded from me any advertising cost, until the institution of this action. Even after I came to Sri Lanka, Mr. Dennis Tanner was fully aware of my contact details

including my e-mail address. Mr. Dennis Tanner has sent me several defamatory e-mail messages.

iv.) I state that the above facts show that the above claim is not on any sustainable basis, but made mere to harass me and to cause loss and damage to my business and my reputation.

v.) I state that in any event, the purported claim of the Claimant is prescribed.

vi.) In one previous occasion in 1996, I placed one advertisement of my 'Nemeisis V12 Super Car' in the Kit Car Magazine, to be published only in one month, which the said Magazine wrongly published for four months and attempted to charge me for advertising cost. Therefore I did not have any advertisements placed in the Kit Car magazine from 1996 to 2002 for the above reason.

vii.) To my knowledge, Kit Car Magazine has similarly published advertisements of other companies without their authorization and has attempted to claim money from those Companies as well.

10. (i.) I state that Mr. Dennis Tanner, the Director of the Claimant bears an animosity and ill will towards me, and has maliciously made this wrongful claim. This claim is yet another act in which the said Mr. Dennis Tanner is attempting to harass me and discredit my business. I set out below some of the acts done by him to intentionally harass me and discredit my business.

(ii.) Mr. Dennis Tanner, the Director of the Claimant has copied an advertisement published by me in "Which Kit" Magazine and published it in the January 2004 issue of the Kit Car Magazine and for several other monthly issue for around six months, with Additional paragraphs wherein he has unlawfully and unreasonably discredited a Python car marketed by me. Mr. Dennis Tanner has not obtained my consent/approval to publish the said advertisement.

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A copy of the said advertisement published in the January 2004 issue of the Kit Car Magazine is annexed hereto marked 'A' and is pleaded as part and parcel hereof.

(iii.) Mr. Dennis Tanner has sent several defamatory and malicious e-mail messages to me and several persons known to me, in order to harass me and discredit my business. Mr. Dennis Tanner has posted several defamatory articles about me in the website called the www.pistonheads.com.

I annex hereto some of the Affidavits sent by Mr. Dennis Tanner and certain articles posted on www.pistonheads.com marked 'B' and pleaded as part and parcel hereof.

(iv.) I believe that Mr. Dennis Tanner bears an animosity and ill will towards me by reason of the fact that I place advertisements in respect of my business in the "Which Kit" Magazine which is a competitor to Kit Car Magazine, and since I am a friend of Mr. Peter Filby, against whom Mr. Denis Tanner has had several Court cases.

11. I received the Summons in the above claim in my Sri Lankan address only on about the 26th June, 2005, sent by Mr. Dennis Tanner. The letter I received along with the summons is dated 05/05/2005 but the same has been sent from the Mail Centre, Gatwick only on 15/06/2005. The said letter has been sent in the second class mail. I deny the contents of the said letter dated 05/05/2005. Hence, I am making my Statement of Defense within the stipulated 14 days.

I annex hereto the letter dated 05/05/2005 sent by Mr. Dennis Tanner and the envelope which contained the said letter marked 'C' and 'D' respectively, and are pleaded as part and parcel hereof.

I annex hereto a photocopy of my Passport marked 'E' to prove that I have been in Sri Lanka since 09/05/2005.

12. By reason of the aforesaid, I state that I am not liable to pay the claim of the Claimant, nor any part thereof. I state that the Claimant has no right whatsoever to make this claim against me. In the circumstances, I respectfully pray that this Honourable Court be pleased to make Order dismissing the claim of the Claimant.

13. I expressly reserve my right to make a claim in reconvention for malicious institution of legal proceedings against me, from the Claimant and its Director Mr. Dennis Tanner.

Read over and explained to the deponent above-named who, having understood the nature, and contents hereof, sworn to and signed the same in my presence at Colombo, Sri Lanka on this 2nd day of July, 2005.

Before me

Justice-of-the-Peace/Commissioner of Oaths

Indunil N. Bandara
Attorney - at - Law
Commissioner for Oaths
& Registered Company Secretary
No. 1317, Hokendara Road
Pannipitya.