

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

MOHAMMAD HAMED,

Plaintiff,

v.

FATHI YUSUF,

Defendant.

Case No.:2014-SX-CV- 278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

ANSWER TO AMENDED COUNTERCLAIM

COMES NOW the Plaintiff by counsel and hereby answers the amended counterclaim as follows:

1. This allegation is neither admitted nor denied as it calls for a legal determination to be made by the Court.
2. Admit the complaint was filed which speaks for itself. Otherwise deny.
3. Admit.
4. Admit that relief among others was sought.
5. Admit the first sentence. Deny the second sentence.
6. Admit.
7. Admit.
8. Admit.
9. Deny.
10. Deny.
11. Deny.
12. Deny.
13. Deny.

14. Deny.
15. Admit, except Hamed only visited Jordan, as he lives on St. Croix.
16. Deny.
17. Deny.
18. Deny.
19. Deny.
20. Deny.
21. Admit a TRO was entered, but otherwise deny, as the business could pay its debts in the normal course of business.
22. Admit records were seized, but otherwise deny, as Yusuf and the other criminal defendants were given access to these records.
23. Deny.
24. Deny.
25. Admit rent was paid to the landlord, United, for past rents due as alleged, but otherwise deny.
26. Admit past rent was paid to United, the landlord, but otherwise deny as worded.
27. Deny.
28. Deny.
29. Deny.
30. Admit a demand was made by the landlord and a response was made, but deny this allegation as worded, as there was never any agreement to pay rent so there was no agreement to repudiate.
31. Deny as worded.

32. Deny.

33. As alleged.

34. Admit.

35. Deny as worded as no rents as alleged are due to Yusuf.

36. Deny.

37. Deny.

38. Deny.

39. Deny.

40. Deny.

41. As alleged.

42. This allegation calls for a legal conclusion so it is neither admitted not denied.

43. This allegation calls for a legal conclusion so it is neither admitted not denied.

44. This allegation calls for a legal conclusion so it is neither admitted not denied.

45. As alleged.

46. Deny.

47. Deny,

48. Deny.

49. As alleged.

50. Deny.

51. Deny.

52. As alleged.

53. This allegation calls for a legal conclusion so it is neither admitted not denied.

54. Deny.

55. Deny.

56. As alleged.

57. Deny.

58. Deny.

AFFIRMATIVE DEFENSES

Counterclaim Defendant Mohammad Hamed raises the following affirmative defenses to the counterclaim asserted against him:

1. The statutory limitation period with regard to the alleged bases of relief have passed these claims are barred by the statute of limitations defense.

2. Counterclaim Plaintiffs have failed to state a claim upon which relief can be granted and have misjoined claims in doing so.

3. Counterclaim Plaintiffs have failed to join a party under Rule 19, or file a proper Third Party Action under Rule 14.

4. Counterclaim Plaintiffs have unclean hands and are therefore not entitled to recover.

5. Counterclaim Plaintiffs are not the real parties in interest.

6. Counterclaim Defendant asserts the affirmative defense of accord and satisfaction.

7. Counterclaim Defendant asserts the affirmative defense of estoppel.

8. Counterclaim Defendant asserts the affirmative defense of fraud (as an equitable defense.)

9. Counterclaim Defendant asserts the affirmative defense of laches.

10. Counterclaim Defendant asserts the affirmative defense of release.

11. Counterclaim Defendant asserts the affirmative defense of failure to mitigate damages or, alternatively mitigation of damages.

12. Counterclaim Defendant asserts the affirmative defense of offset.

13. Counterclaim Defendant asserts the affirmative defense of indemnity.

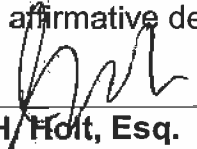
14. Counterclaim Defendant asserts the affirmative defense of unconscionability.

15. Counterclaim Defendant asserts the affirmative defense of ratification.

16. Counterclaim Defendant asserts the affirmative defense of the failure of consideration.

17. Counterclaim Defendant asserts the affirmative defense of payment.

Dated: August 27, 2014



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CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2014 a true and accurate copy of the foregoing was served by email, as agreed by the parties, on:

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