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17 May 2008

Mr HJ Comben
Truro County Court
Edward Street
TRURO
Cornwall TR1 2PB

Dear Mr Comben

Arthur v Layte PZ200604

Thank you for your letter of the 8 May 2008 in which you state that "District Judge Middleton will only consider the format of the bill/s as and when complete copies are filed".

I enclose copies of your letters of 13 and 26 March 2007 in both of which you make it clear that. "*The Court does not become involved unless, in accordance with the provisions of the Notice of Commencement, either a request is made for a Default Costs Certificate or a Detailed Assessment hearing*".

Have either the rules or the process changed since then? It appears that DJ Wainwright has become involved and although I can find several references to "post Woolf" on the Web I have not found any "post Wainwright" ones. If DJ Wainwright has changed the rules or the procedure regarding the 21 days on the N252 notice please supply me with the new notice and rules as soon as possible.

For your convenience I enclose yet more copies of our bills. **This is the third time these bills have been supplied.** You will recall the first time was on 20 February 2007 when we asked you if they were in a suitably "approximating to CPR" format to serve and we also asked a couple of questions regarding the content. You referred our letter to DJ Mitchell who commented that "*It is not for the Court to provide advice to either party*" and (regarding the two questions) "*It will be for Mr Arthur through his points of dispute to raise any views he may have on either issue ...*"

As for the format of the bills you reported to me in a phone call that DJ Mitchell was happy with the format and that that the bills should be served. You returned them to us. I enclose your letter of 27 February 2007. If DJ Mitchell had not been happy with the format then surely he would not have suggested they be served.

I have not changed the format of my bill since then. I have modified it in the light of DJ Wainwright's criticism of the content and had previously supplied the Court with the modified pages for inclusion. My bill now has the modifications **highlighted thus.**

The main modification is that I have removed my solicitor's costs. They are now added to the other outstanding unresolved issues. I have not had a reply to my letter of 2 May 2008 to Mr & Mrs Arthur (CC the Court) regarding resolving this.

(indeed, I have not had a reply to any of my letters since (additionally) uploading them to the WWW. I enclose the latest www.post2arthur.kennall.com log print)

As you know we first served our bills on Mr & Mrs Arthur by recorded delivery and they were signed for on 8 March 2007.

Once again (as in 2006) we received no points of dispute and applied for Default costs certificates which under the rules was the only real option we had.

Once again (as in 2006) Mr Arthur claimed that our bills were not in a suitable format for him to make points of dispute and claimed "*All he had received was a list of items*" (in his 13 April 2007 witness statement (enc.) signed as true!).

Without our knowledge Mr Arthur supplied the Court with the blue pages (enclosed herewith) in support of his witness statement. Please note the compliment slip attached.

MR ARTHUR IS A LIAR

The bills we served were (with the exception of the now modified **yellow highlighted items on my bill**) exact copies of the ones enclosed and were themselves exact copies of the ones we "filed" at Court for approval before serving (except for one very minor mathematical correction on page 6 of my bill).

Mr Arthur's previous lies have certainly prolonged the litigation. This particular lie has caused my ex wife and I another 14 months of needless work. Several Orders have been made based on the false information he supplied and a great deal of Court time, probably amounting to tens of thousands of pounds worth, has been wasted.

Nothing has changed in the last 15 months other than the Court now require us to file copies of our bills for "approval" regarding the suitability of form to allow Mr & Mrs Arthur to make detailed points of dispute whereas 15 months ago (when we tried to file them for approval) it was not a requirement and returned them to us.

If the Judge now decides they are/were not in a suitable form it obviously begs the question why DJ Mitchell did not point this out 15 months ago. The content of the bill is as DJ Mitchell states "*will be for Mr Arthur through his points of dispute to raise any views he may have*". If Mr (& Mrs) Arthur now raise detailed points of dispute they will be admitting they could have done so about 14 months ago. A damages Claim and a (private?) prosecution for attempting to pervert the course of justice seems inevitable.

I confirm I have already posted a full copy of my amended bill to Mr & Mrs Arthur by recorded delivery no DH 7541 4320 5GB and it has already been signed for. It remains to be seen if Mr Arthur again claims "*all I have received is*" This will save them the 2 minute task of replacing the six pages in the bill they already have.

I will post this letter by first class post, e-mail it and upload it to www.post2arthur.kennall.com (letter and enc 8 only)

I have served (and now filed) my amended bill with a new N252. I believe it is (and was) in a suitable format for Mr (& Mrs) Arthur to make detailed points of dispute as is (and was) required under the provisions of the notice. Points of dispute to this "new" bill are due by 20 May 2008. DJ Wainwright relieved the Claimants from making points of dispute to the bills filed at the time. The bills now served and filed are modified versions.

The Court is reminded that we are Defendants in a Claim (and an amended Claim) that the Court allowed. It has cost us a great deal of time and expense and doubtless tens of thousands of pounds of pounds worth of Court time in the six years, 56 Court Orders and 14,000 pages of evidence that has so far resulted. The Court is supposed to resolve disputes not add to them. To improve the form of my bill still further is obviously possible (nothing is perfect) but would not, to my mind, be economic.

I realise that Mr Arthur is (or may be) a multi millionaire and that CPR has a different meaning in the Pool area but this should not exonerate him from telling the truth.

Yours sincerely

J H Layte

cc DJ & A Arthur (letter and enc 8 only)

- (encs) 1 First Defendants bill as served/filed in 2007 (with 2008 amendments)
2 Second Defendants bill as served/filed in 2007
3 First and second Defendants 2007 bill (according to Mr Arthur)
4 27 February 2007 letter Court to first Defendant
5 13 March 2007 letter Court to Claimants (cc Defendants)
6 26 March 2007 letter Court to Claimants (cc Defendants)
7 13 April 2007 Witness statement DJ Arthur
8 www.post2arthur.kennall.com communication log