

Winter Cottage Goongumpas Redruth Cornwall TR16 5JL

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24 April 2008

District Judge Middleton
Truro County Court
Edward Street
TRURO
Cornwall TR1 2PB

Mr DJ & Mrs A Arthur
PO Box 42
Truro
Cornwall
TR3 7HL

Dear District Judge Middleton

Arthur v Layte PZ200604

I address this correspondence to you as DJ Wainwright transferred this matter to you in her Order dated 25 October 2007 and because I have heard nothing since I assume you are still responsible. If I am wrong in this assumption please pass this correspondence to whoever is now responsible.

The litigation

Because of the way Mr & Mrs Arthur engineered the original Claim (damages to be awarded after the sale of a jointly owned property which the Claimants say the Defendants have overvalued). We had a choice.

- (1) Agree not to contest it and lose about £60,000 on the sale of our jointly owned property because we would be agreeing to allow Mr & Mrs Arthur to sell it for what they liked to whoever they liked whenever they liked. (£60,000 to £65,000 to Mr "E" in about two months as a guess)
- (2) Contest it and attempt not to lose about £60,000 on the sale of our jointly owned property but at the risk that our legal costs would exceed our £30,000 share of the possible £60,000 gain. If on the other hand we did not achieve the £60,000 possible gain then we would lose the "Claim" and not only would have to pay our solicitors costs but also damages and Mr & Mrs Arthur's costs.

We chose (2). Following the sale of the property for £132,500 Mr & Mrs Arthur first tried to re-sell to Mr "E" for £128,000 and then threatened a "damages" claim for about £35,000 if we did not pay them about £35,000. Again we had a choice. Pay Mr & Mrs Arthur £35,000 or defend the "Claim".

I do not think it fair that British law seems to allow such claims. The first Claim would be beneficial to the Claimant if the yet to be sold property sold at their low valuation. The second Claim (based on an alleged 1988 verbal agreement) was bound to cause the Defendants to incur unrecoverable costs even if they "won". I am of the opinion that the second "Claim" was simply to burden us with these unrecoverable costs and had no other basis. But that is a battle for the future!

The costs issue

The costs order awards me 60% of my costs. This was described as a “broad brush” approach by the Judge at the trial and he explained he had made it this way “to save a Judge at an assessment hearing time”. It could be that he was influenced by Mr Arthur’s protestations (then as now) that there were costs Orders made in his favour during the preceding years and such an Order would thus save Mr Arthur the time and expense of preparing his costs and the Judge at the assessment hearing the time of comparing the two claims for costs. Simple inspection of the 56 Orders made would reveal only one Order that awards Mr Arthur anything (28 July 2004) and even that Order only awarded Mr Arthur 50% of his costs whilst awarding us 100% of ours. That is not exactly a 60% / 40% split (more like a 99% / 1% split). Perhaps you can explain what a “broad brush” Order means as I have not been able to find out for myself in the last couple of years of trying to?

It is about two and a half years since the trial. In that time we have:-

- (a) Attempted to arrange a meeting with Mr & Mrs Arthur to discuss settlement but to no avail as Mr & Mrs Arthur simply ignore anything we post them.
- (b) Made several settlement proposals by post but to no avail as they have all been ignored. (None have actually been refused).
- (c) Presented Mr & Mrs Arthur with a quickly and cheaply produced non CPR compliant bill without involving the Court but the Court insisted we had to play by the rules and serve it with N252 notices which we did.
- (d) Having received no points of dispute within 21 days (and having no other option) we applied for a default costs certificate which was issued but Mr Arthur applied for it to be set aside (because our bill was not CPR compliant)
- (e) DJ Mitchell set aside our Default costs certificate because our bill was not CPR compliant and required us to produce one that was.
- (f) We explained to the Court that to produce a CPR compliant bill for our solicitors costs would be easy enough if we employed cost draftsmen but we were not willing to do that as it would be another cost that we would have to pay that Mr & Mrs Arthur would avoid paying if they possibly could. We explained that to prepare CPR compliant bills for our own self litigant time would be impossibly expensive for a cost draftsman and in any case none was willing to attempt the task unless we first presented them with a file in the form a solicitor would have done rather than dumping 7 computers and about 35-40 lever arch files of hard copy on their desk. (see our letters of 4 July 2006 and 30 September 2006 to DJ Mitchell). Notwithstanding these letters DJ Mitchell insisted (although he reduced his insistence from CPR compliant to “approximating” to CPR).
- (g) We spent nearly six months preparing bills for our own self litigants’ costs and presented them to the Court for approval before serving. We made it clear that to save unnecessary cost our solicitors’ costs were not yet in a CPR compliant form. DJ Mitchell looked at the bills and made comments such as “it is up to Mr Arthur in his points of dispute to ...” etc but did not state they were not in CPR compliant form. The Court returned them with the suggestion we serve them. Which we did by recorded delivery post.

- (h) Once again Mr & Mrs Arthur made no points of dispute within 21 days and once again we applied for two default costs certificates (two this time because we had served two bills). Once again they were granted.
- (i) Once again Mr Arthur applied for the Default costs orders to be set aside and once again DJ Mitchell did set one aside (on the grounds that it was still not CPR compliant) and passed the “bill” (that Mr Arthur had kindly supplied to the Court)) to DJ Wainwright.
- (j) DJ Wainwright, seeming to assume we had filed bills and applied for a detailed costs hearing (which we hadn’t), made various Orders based on the fact that “the bill filed” was not CPR compliant but of course she was referring to the “bill” that DJ Mitchell had passed to her (and we didn’t know what that was).
- (k) We wrote letters to the Court asking what “the bill filed” consisted of but it was not until three months after first asking and being allowed to inspect the Court file that we found out that Mr Arthur had provided DJ Mitchell with about 10% of the bills we had served. This 10% of our bills is indeed not CPR compliant.
- (l) Now that I knew that several Orders had been made on false evidence supplied by Mr Arthur I decided to ask permission to appeal the original Order of DJ Mitchell setting aside the Default costs Order(s) because the Order had been (undeniably) based on deliberately false information supplied by one party to the detriment of the other and to my mind this had certainly “altered” the course of justice and if nothing else had caused a great deal of Court time and our time to be wasted over the last year. I asked that the Default costs certificates be irrevocably restored. If I had been given permission to appeal and at the appeal the Orders were irrevocably restored then I am sure great deal of future Court time would have been saved because that would have been the end of the matter. However His Honour Judge Griggs disagrees.
- (m) In the meantime DJ Wainwright had required us to provide the Court with copies of the bills we had served and had made an Order requiring us to improve them (because of various faults and omissions) in an impossibly short time.
- (n) At the same time as making my Application DJ Wainwright transferred the matter to you.

DJ Wainwright has criticised our bills. Our solicitors’ costs are not in CPR format (which is admitted). There are other criticisms of the content some of which I accept and some I don’t. There is an implication that our bills do not comply with compulsory Part 43 Rules 4.4, 4.14 and 4.15. I believe my bill complies with 4.4 and 4.14 and the omission of a one page certificate 4.15 has taken minutes to rectify.

I believe the part of my bill concerning my own “self litigant” costs meets the requirement of the CPR rules as far as form is concerned and I enclose a witness statement to this effect. If you disagree with any item I would be grateful if you would please state which one and why.

I believe it was (and thus is) possible for Mr and/or Mrs Arthur to have made General and the required under the rules detailed points of dispute concerning my own “self litigant’s” bill of costs and enclose an example. If you disagree I would be grateful if you would please state why you disagree.

My understanding of the Rules is that it is the responsibility of the paying party to make points of dispute and serve them on the receiving party (and not to file them at the Court) and that the Court does not become involved until 21 days after a N252 Notice of commencement has been served when it is the responsibility of the receiving party to either apply for a Default costs certificate (if no points of dispute have been received from the paying party) or apply for a detailed assessment Hearing (if detailed points of dispute have been served by the paying party on the receiving party). I understand that the issuing of a Default costs Certificate is an administrative process and that the Judiciary do not normally become involved. I understand that if points of dispute are made then they must contain details of the item number and concise details ...etc as stated on Form 252 and Rule 47.9 section 35. If I am wrong in my understanding of the rules I would be grateful if you would please correct me.

Because of DJ Wainwright's comments concerning the content of my bill I have made the following amendments.

- (a) I have removed the VAT content from both my self litigant costs and from my costs to prepare my bill. This has affected the summary page.
- (b) I have removed my solicitor's costs from my bill by entering a zero as the value for each item number (I have not altered the wording or deleted the item number). This has affected pages 2 and 6 and the summary page.
- (c) I have removed the time and costs associated with attending each hearing that resulted in no cost Order by entering a zero as the value for each item number. (I have not deleted the item number) This has affected pages 2,3,4,5 and the summary page.
- (d) I have added some items that I had previously overlooked to page 15. This has affected page 15 and the summary page.
- (e) I have provided a *Certificate as to interest and payments* which shows that the order paid the sum of £1547.87 to me (as I understand the Order that is!).

I enclose (yellow) replacement 2,3,4,5,6,15 and summary pages. Please replace (or staple these pages to) the same numbered pages in the bill that I filed on 1 September 2007. Will Mr & Mrs Arthur please do likewise with the identical bill I served on 7 March 2007. The remaining 48 pages of my bill are unchanged.

I attach a new Notice of Commencement in the sum of £99,681.75

I attach a proposal for Mr and Mrs Arthur's attention.

Yours sincerely

J H Layte

(encs)

CC His Honour Judge Griggs
District Judge Wainwright
District Judge Mitchel

Could the Claimants have made points of dispute on our bills (excepting solicitor's costs) as served in March 2007 or could they not?

I maintain they could have done and still can and provide here an example of both a general and a detailed point of dispute (made to my actual bill served). The example is based on the form suggested in CPR 43 *Schedule of Costs Precedents G. Points of dispute*.

Item	Dispute	Defendant's Comments
General Point	The £50 per hour the first Defendant has claimed is a higher hourly rate than he is entitled to and he has provided no proof of this ridiculously high figure. Whereas I, the first Claimant, am worth £90 (+VAT) per hour and can prove I have been awarded this at past assessment hearings by reference to my own letter of 8 July 2003 which clearly states this crucial fact. The Court must know I am the mighty one and he is just a jobbing builder (as I told his solicitor some time ago). Furthermore both he and his ex-wife have the combined business acumen of a goldfish (as I told them). Just because the goldfish seems to be better at valuing and marketing properties in Redruth than me does not detract from my superiority.	<p>Proof of my lost earnings and hourly rate will be provided at the coming detailed assessment hearing now that I am able to apply for one because you have made this point of dispute.</p> <p>I will of course provide the Judge with your letters claiming you have previously been awarded £90+vat per hour and ask that you justify this figure and explain why you are disputing my £50 per hour.</p>
72	25 hours is an excessive amount of time to set up a 5 page web site just to sell our shop even if it was the only marketing tool available because I had sacked all the estate agents the Defendants had the audacity to employ without my permission. Also I have not charged you for erecting highly visible black lettering on brown paper "shop for sale www.52forestreet.com " signs in the window. Unlike anybody else Mr "E" easily spotted them from his old shop 20 feet away from ours and phoned me. Mr "E" bought our shop so It was my advertising that resulted in the sale not your web site.	Oh OK then 24.75 hours .. you win. Still it was time well spent as the web site was responsible for finding a buyer to play off against your secret (till then) buyer, Mr "E", and after a lot of argy barging resulted in a selling price of £132,500 which is £72,500 higher than the price Annette allegedly offered to sell to him on Murdoch day 2000. Half of this £72,500 is yours so you should be grateful I spent time setting up the website even if I am claiming it took me 15 minutes longer than it actually did ☺

WITNESS STATEMENT
John Howard Layte (First Defendant)

1 An example of a CPR Part 43 compliant bill of costs suitable to be served on the paying party in order that points of dispute can be made to the receiving party could consist of the following three main elements:-

- (a) A brief narrative describing what the case is about and what happened
- (b) A chronology of the applications before the Court and the Orders made giving brief details.
- (c) A description of the work done.

2 My bill contains these three elements and in addition has a 22 page list of documents/items produced by the Defendants as a result of having to defend these "Claims". Additionally a CD is included that expands on the chronology (b) by including scanned copies of the actual applications and Orders made. A hard copy of this part of the CD could be made and would result in about 300 pages added to each of the Defendant's bills however as Judge Wainwright (having inspected the CD) has observed these Applications / Orders should also be in the Court file so maybe it is not necessary to go to the expense of needlessly printing 600 pages. CPR1 1.1 2b would seem to apply.

3 I believe my bill complies/does not comply/the rule is not applicable with CPR 43 section 4 as follows:-

4.1 (1) (2) (3) (4) (5) Complies

4.2 (1) (2) Complies (3,4,5,6 not applicable to Defendants bills)

4.3 (not applicable to Defendants bills)

4.4 (1) (2) (3) Complies

4.5 (1) Complies (2,3 not applicable to Defendants bills)

4.6 (1) (2) (3) (4) (5) (6) (7) (8) (10) Complies but not in the suggested form (9 not applicable to Defendants bills) Rule 4.6 states "*The bill may consist of items under such of the following heads*" The Defendants took the view that the format suggested in 4.6 is thus optional and decided it was more appropriate in this case (because of the vast amount of attendances and communications to different heads at different times held in the Defendants files in date order) to list the work done in the same chronological date order and which heading applied at the time rather than separate the work done into different headings. This format saved a considerable amount of time in preparing the bills. It would be possible for me to break up the file into the suggested headings and incorporate the communications mentioned in 4.7 under each heading but this would not alter the items' value only its number and would add considerably to my charges to prepare the bill and I consider for the Court to require me to do so would be in breach of CPR 1 (CPR 1.1 (2b) and CPR 1.4 (2a,f,h) in particular).

4.7 (1) (2) (3) Not applicable to Defendant's bills for the reasons stated in 4.6 above.

4.8 The Defendants bills list all communications/items that are relevant to their own defence of the action and whether they were letters or e-mails or faxes phone notes or "electronic" items such as CD's or web sites. Whether the individual letters, emails, faxes, phone notes or "electronic" items are "routine" or "of substance" I have little idea and assume this would have to be decided at

an assessment hearing and thus what £ recovery per communication would be allowed. There are 1364 items comprising 14,753 pages to be assessed (should the Claimants dispute them all). I have not included an anticipated £ recovery for any of the "items" listed in my bill for this reason. I have listed some telephone attendances in my bill. I have not included in my bill the items mentioned on page 22 of my list of items annexed to my bill but have volunteered to do so provided the Court require this and the Claimants are made aware that they will be responsible for my considerable extra charges.

4.9 My bill complies.

4.10 (1) (2) Complies (Pages 2 to 6 of my bill)

4.11 My bill complies with this apparently optional (*may ..*) requirement inasmuch as the headings used are "*Item No.*", "*Description of work done*", "*VAT*" "*Ex VAT*" "*£ Amount*" and an additional column "*Own Costs*" to allow my own costs to be differentiated from my solicitors on the page totals and carried through to the summary page. (Allowing the easy removal of my VAT should its inclusion be disputed)

4.12 My bill does not comply because this refers to 4.6 which I consider optional. I have not provided a bill in the format suggested in 4.6 but have instead provided a full separate list of all types of communication.

4.13 My bill complies in that the bill does not contain a claim for Court fees in respect of a detailed assessment hearing as I have not applied for one because the Claimants have not as yet made any points of dispute regarding my (actual) bill. I have included my charge for preparing the bill.

4.14 My bill complies.

4.15 My bill does not comply. The only certificate that seems applicable to a self litigant is 2. This minor omission has been rectified.

4.16 My bill does not comply. To save costs I did not include detailed costs for my solicitors. Before serving my bill the Court were provided with a copy and were made aware of this omission (and others) and were asked if the bill was of a suitable standard to serve? The answer was yes.

4.17 I am of the opinion that this rule does not apply.

4.18 I have included what I consider are my reasonable charges in preparing the bill in that I have charged my normal hourly rate which is under half that charged by a cost draftsman. Since no cost draftsman was willing to prepare our "self litigant" bills we had no alternative other than to attempt the task ourselves.

Section 5 of the practice direction concerns VAT. I am VAT registered and bound by HM Customs Rules. Mr Arthur had sent two letters claiming VAT is chargeable. HM Customs were vague on the subject. The Court's opinion on VAT was that "it's up to Mr Arthur to dispute in his points of dispute". I thought it best at the time to charge VAT. It was deliberately made easy to remove from my bill whereas to add it (if the Claimants disputed its absence) would cause delay (Mr Arthur had said it is chargeable after all).

4 The bill I served on the Claimants on 7 March 2007 is an exact copy of the one I filed on 1 September 2007. (Annotation 7/9/2011 - N.B. 1/9/2007 was a Saturday so Court should have received post by 3 or 4 September 2007)

5 On 17 April 2007 Mr Arthur made an application to the Court to set aside the default cost certificates. Rule 47.12 would seem to apply. Mr Arthur did not file a true copy of the bills we had served with this application. This has caused a great deal of time to be wasted and expense to be incurred by both the Defendants and the Court since this date.

6 I believe the Claimants are in breach of (at least) CPR 1.3 and have been since the Trial because of their absolute refusal, over the last 2.5 years, to attempt to agree settlement.

7 DJ Mitchell's Order of 5 June 2007 was based on the false evidence supplied to him by Mr Arthur.

The statements made in this witness statement are true to the best of my knowledge.

A handwritten signature in blue ink, appearing to be 'JH Layte', with a large loop on the left and a wavy tail on the right.

JH Layte
Winter Cottage
St Day
Cornwall TR16 5JL
24 April 2008

Item No.	Chronology of Hearings / Orders	VAT	Ex VAT	£ Amount	Own Cost
Amended item values highlighted in yellow					
	T Walsh, Solicitors				
	19/07/02 to 02/04/03				
1	15/07/02 Claimants application for injunction to prevent Defendants interfering in sale of property				
2	26/07/02 Claimants application for interlocutory injunction Penzance District Judge Griggs				
3	02/08/02 Hearing of interim injunction Injunction refused - costs in the case				
4	06/08/02 Claimants application re possession of land annexed by Berrymans Penzance District Judge Thomas				
5	07/11/02 Directions hearing - costs in the case Penzance District Judge Thomas				
6	12/12/02 Date of trial - costs in the case Penzance District Judge Thomas				
7	20/02/03 hearing re consent order - costs in the case				
8	21/03/03 Defendants application - extension of time for service of witness statements				
		0.00	0.00	0.00	
		0.00	0.00	0.00	
9	Penzance District Judge Middleton 30/04/03 Hearing re Claimant in breach of CPR 29.6(2) Claimants to show why they should not be responsible for the cost of the 14/5/03 hearing below Time engaged 1.5 hours (File listing questionnaire) 75.00 Mileage 46 @ £0.45 20.70 Car Parking 2.40			23.10	75.00
10	Penzance District Judge Healey 14/05/03 Hearing re sale to Butler See 9 above re costs Time engaged 2.5 hours 125.00 Mileage 46 @ £0.45 20.70 Car Parking 2.40			23.10	125.00
11	10/06/03 Claimants application to strike out defence re non disclosure of (non existent) documents				
12	Truro Recorder Parish 16 & 17/06/03 Trial Claim adjourned until sale of property completed Judgment for Defendants on counterclaim costs to be decided by trial judge Time engaged 14 hours 700.00 Mileage 34 @ £0.45 15.30 Car Parking 4.00			19.30	700.00
13	15/07/03 Claimants application to send defendants to prison for refusing disclosure/Claimants orders				
14	Penzance District Judge Griggs 01/08/03 Hearing re contract race Costs in case Time engaged 2.5 hours 125.00 Mileage 46 @ £0.45 20.70 Car Parking 2.40			23.10	125.00
15	11/08/03 Defendants application re Claimants refusal to sell to Limited Company				
To Summary Page 2		0.00	0.00	88.60	1025.00

Item No.	Chronology of Hearings / Orders	VAT	Ex VAT	£ Amount	Own Cost
16	Penzance District Judge Thomas 15/08/03 Hearing re 2nd contract race No order for costs Time engaged 2.5 hours Mileage 46 @ £0.45 Car Parking				
				0.00	0.00
				0.00	0.00
				0.00	0.00
17	21/08/03 Claimants appeal District Judge Thomas order of 15/08/03 Plymouth Judge Overend				
18	28/08/03 Hearing re Claimants appeal/transcript Permission to appeal No order for costs				
19	Truro District Judge Griggs 11/09/03 Hearing No order because of outstanding appeal Costs in case Time engaged 2.5 hours Mileage 17 @ £0.45 Car Parking				
				125.00	
				7.65	
				2.40	
				10.05	125.00
20	Truro Judge Neligan 13/10/03 Hearing re GP appointed to act in sale Property to be sold without further delay No order for costs Time engaged 2.5 hours Mileage 17 @ £0.45 Car Parking				
				0.00	
				0.00	
				0.00	0.00
21	10/03 Court application to ask why Grylls & Paige are not acting				
22	30/10/03 Defendants application for order for sale			30.00	
23	04/11/03 Claimants application for adjournment Claimant unwell				
24	Exeter Judge Overend 07/11/03 Hearing re sealed bid No order for costs Time engaged 6 hours Mileage 186 @ £0.45 Car Parking				
				0.00	
				0.00	
				0.00	0.00
25	Grylls & Paige 07/11/03 Cost of Barrister at Judge Overend hearing	0.00	0.00	0.00	
26	Plymouth Judge Overend 21/11/03 Hearing re claim to stand dismissed unless restored by Claimants No order for costs Time engaged 4 hours Mileage 120 @ £0.45 Car Parking				
				0.00	
				0.00	
				0.00	0.00
27	Penzance District Judge Thomas 27/11/03 Order for claim to be restored No order for costs				
				0.00	0.00
				0.00	125.00
	To Summary Page 3	0.00	0.00	40.05	125.00

Item No.	Chronology of Hearings / Orders	VAT	Ex VAT	£ Amount	Own Cost
28	Penzance District Judge Thomas 02/01/04 Order for claim to be stayed to enable the parties to attempt settlement No order for costs				
29	19/01/04 Defendants application for release of proceeds of sale from court - 7 pages			30.00	
30	Penzance District Judge Thomas 22/01/04 Order to deal with Defendants application without a hearing				
31	Penzance District Judge Thomas 19/02/04 Order to deal with Defendants application without a hearing again (after representations from Claimant)				
32	Penzance District Judge Thomas 09/03/04 Hearing re distribution of sale proceeds 25% each - no order for costs Time engaged 2.5 hours Mileage 41 @ £0.45 Car Parking				
				0.00	
				0.00	
				0.00	
				0.00	0.00
33	17/04/04 Claimants appeal against payout				
34	Plymouth Judge Overend 09/05/04 Order re date of appeal				
35	05/07/04 Defendants application to strike out claim - Claimants have not filed alloc quest - 2 pages			30.00	
36	Plymouth Judge Overend 28/07/2004 Hearing re Arthur alloc quest / arthur appeal Claimant given further time. Appeal partly allowed Claimant half costs of appeal, Defendants all costs Time engaged 4 hours Mileage 120 @ £0.45 Car Parking				
				200.00	
				54.00	
				2.00	
				56.00	200.00
37	Penzance District Judge Thomas 11/08/04 Order - transfer case to Truro No order for costs				
38	Truro District Judge Griggs 03/09/04 Order - Claimants to file amended pleadings by 22 September - no order for costs				
39	Truro District Judge Griggs 12/10/04 Order - Claim struck out unless Claimants amended pleadings filed by 26 October No order for costs				
40	26/10/04 Claimants application - amended claim				
41	04/11/04 Claimants application - return FRM				
42	Truro District Judge Griggs 04/11/04 Date for directions hearing No order as to costs				
	To Summary Page 4	0.00	0.00	116.00	200.00

Item No.	Chronology of Hearings / Orders	VAT	Ex VAT	£ Amount	Own Cost
43	Truro District Judge Mitchell 17/01/05 Directions hearing and take FRM claim back to Recorder Parish Costs in case Time engaged 2.5 hours 125.00 Mileage 18 @ £0.45 7.65 Car Parking 2.40			10.05	125.00
44	Exeter Recorder Parish 10/02/05 Hearing re FRM cancelled Time engaged 6 hours 300.00 Mileage 0 @ £0.45 0.00 Car Parking 2.00			2.00	300.00
45	14/03/05 Date for Recorder Parish hearing				
46	Truro Recorder Parish 27/04/05 Hearing re FRM Case against K Layte dismissed Case against both Defendants dismissed No order as to costs Time engaged 7 hours 0.00 Mileage 18 @ £0.45 0.00 Car Parking 0.00			0.00	0.00
47	11/05/05 Claimants appeal against Recorder Parish order				
48	30/08/05 Defendants application re disclosure				
49	30/08/05 List of Documents				
50	Exeter Judge Overend 07/09/05 Date for Claimants appeal				
51	Truro District Judge Griggs 08/09/05 Date for disclosure hearing				
52	London Lord Justice Steel 25/09/05 Claimants appeal refused				
53	28/09/05 Claimants application to strike out defence re non disclosure of (non existent) documents				
54	Truro District Judge Mitchell 28/09/05 Hearing re disclosure Costs in case Time engaged 2.5 hours 125.00 Mileage 17 @ £0.45 7.65 Car Parking 1.20			8.85	125.00
55	Truro District Judge Mitchell 11/10/05 Claimant to pay listing fee				
56	Truro District Judge Mitchell 19/10/05 Claimant has paid listing fee 27/10/05 2nd Witness Statement - 4 pages 31/10/05 3rd Witness Statement - 12 pages				
	To Summary Page 5	0.00	0.00	20.90	550.00

Item No.	Chronology of Hearings / Orders	VAT	Ex VAT	£ Amount	Own Cost
	Hancock Caffin				
57	18/01/05 to 10/02/05 Attendances on clients, work done on perusing documents and drafting witness statement, instructing Counsel, completing amended defence to counterclaim, completing proof of evidence	0.00	0.00	0.00	
58	14/02/05 to 21/03/05 Attendance on clients, work done on drafting Part 36 offer, reading defendants counterclaim, discussion and correspondence	0.00	0.00	0.00	
59	22/03/05 to 16/06/05 Attendance on clients, work done on case	0.00	0.00	0.00	
60	17/06/05 to 24/08/05 Attendances on clients, work done on specific disclosure, pre-trial check list and witness statement	0.00	0.00	0.00	
61	25/08/05 to 27/09/05 Attendances on clients, work done on witness statement, chronology, listing questionnaire	0.00	0.00	0.00	
62	Court fees £60 (£30 each)		60.00	30.00	
63	Counsel fees	0.00	0.00	0.00	
64	Bodmin 21/22/23/11/05 Trial Recorder Harrap Time engaged 24 hours Mileage 183 @ £0.45 Car Parking				
				85.65	1200.00
65	02/03/06 Claimants application for permission to appeal				
66	11/04/06 Claimants application to set aside all orders				
67	09/05/06 Claimants refused permission to appeal				
68	02/06/06 Default Costs Certificate set aside				
	To Summary Page 6	0.00	60.00	115.65	1200.00

Item No.	Description of Work Done	VAT	Ex VAT	£ Amount	Own Cost
	Sundry additional costs				
237	Stationery			110.00	
238	Toner/ink			170.00	
239	Web name (2 years) / 2 (ex vat)			8.99	
240	Web space (2 years) / 2 (ex vat)			40.00	
241	Photocopies of Arthur requested evidence (50%)			37.98	
	Items omitted from 22 Feb 2007 bill				
242	Remove fabric rolling machine from shop 4hrs				200
243	Hire of van and two helpers (50%) of £135			67.50	
244	Enforced storage of FRM due to PACE notice (10months)			200.00	
245	refund of 50% value of FRM (at D Arthur £10 valuation)			-5.00	
246	Court fees (50% with second defendant) 6/9/2002			115.00	
247	Court fees (50% with second defendant) 21/03/02			25.00	
RED ITEMS NOT INCLUDED IN THE BILL OR THE TOTALS PAGE					
	Outstanding unresolved (estimated)				
248	Contra damages. The Claim was for damages to be awarded after the sale. The notional value of the shop was £90k (we had refused this offer according to Claimant) If the shop sold for (say) £60k then claimant would claim £k(90-60)/2 (i.e. £15k) from us plus costs. Since the shop sold for £132.5k (despite Claimants efforts to prevent this value being obtained) the contra damages due to the Defendants is £k(132.5-90)/2 (i.e.£21.25k). I have entered both my and the second defendant's Damages on my bill and if this figure is disputed (and cannot be decided at the assessment hearing) then litigation will probably result. It is only fair that if the Court allow a Claimant to make such a Claim they have to be fair to the Defendants and award them contra damages if they win the valuation dispute. CPR 1 is relevant			21250.00	
249	Estimated interest on damages since Nov 2003-Apr 2008			1,850.00	
250	Contra damages as above regarding Claimant's amended damages claim.			35000.00	
251	Estimated interest on damages since Nov 2003-Apr 2008			1125.00	
252	Not accounted for as shown on 17 November 2005 account			35504.55	
253	60% of my half of solicitors costs			5287.00	
254	Estimated cost of preparing solicitors bills to CPR			5000.00	
To Summary Page 15		0.00	0.00	769.47	200.00
Total outstanding unresolved				105016.55	

Summary page JH Layte (first Defendant) costs, disbursements and charges

	VAT	Ex VAT	£ Amount	Own Cost
Page 2	0.00	0.00	88.60	1025.00
Page 3	0.00	0.00	40.05	125.00
Page 4	0.00	0.00	116.00	200.00
Page 5	0.00	0.00	20.90	550.00
Page 6	0.00	60.00	115.65	1200.00
Page 7	44.18	252.50	134.19	27375.00
Page 8	0.00	0.00	43.20	4382.50
Page 9	0.00	0.00	24.75	16116.00
Page 10	0.00	0.00	61.20	11400.00
Page 11	0.00	0.00	27.00	6650.00
Page 12	0.00	0.00	181.60	20300.00
Page 13	0.00	0.00	119.21	11166.00
Page 14	0.00	0.00	77.45	20899.95
Page 15	0.00	0.00	769.47	200.00

Totals	44.18	312.50	1819.27	121589.45
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own costs less 40%	72953.67			72953.67
less amount paid out of Court funds	-1547.87			-1547.87
Plus disbursements and expert advice	2175.95			2175.95

255 Plus preparing bill of costs (approx) to CPR 2006-2007	18600.00			18,600.00
256 Plus unnecessary work 2007-2008 because of the first Claimant's dishonesty by filing a false copy of my 2007 bill	7500.00			7,500.00
Grand total including charges to prepare bill	44.18	312.50	1819.27	99681.75

Settlement figure to end the costs dispute and all unresolved disputes

204,698.30