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6 October 2008

Mr AJ Clarke
Exeter County Court
Southernhay Gardens
Exeter TR16 5JL

By first class post, e-mail and fax

Dear Mr Clarke

Arthur v Layte PZ200604

Thank you for your letter of 29 September 2008 with your "reply" to my letter of 29 July 2008. It does not respond to any of my requests or queries. I would be grateful if you would do so by return please. I now have a copy of the second Defendant's application so there is no need to respond to my request for a copy of that.

The final paragraph of the letter of 14 July 2008 is not anything like as DJ Wainwright alleges "*no further correspondence will be entered into as there is nothing left to determine*". The final paragraph reads "*Clearly, if an application is made that will be dealt with in the usual way*".

Her allegation in the 29 September letter that there is nothing to determine is absurd. The following are just some of the "nothings" that need to be determined by the Court before the matter of costs can be resolved, let alone the other outstanding issues.

- (1) DJ Wainwright's Order of 12 September 2007 required us to serve and file bills in a suitably CPR compliant form to allow detailed points of dispute to be made and for the Court to certify this before points of dispute need be made. She passed the file (and this responsibility to obey) to DJ Middleton at Truro. We were of the opinion that our existing bills were so compliant but nevertheless served and filed new bills with marginally altered content to comply with her Order and HHJ Griggs's insistence we did. New Notices of Commencement were served and filed, mine dated 23/04/2008. I did not alter the form of my bill because having comprehensively re-appraised the cost rules (as applicable to self litigants rather than solicitors) could find little (if anything) wrong with the format of my original 2007 bill. DJ Middleton failed to obey DJ Wainwright's Order to certify our bills as compliant in form and passed the file back to DJ Wainwright for her to do so. DJ Wainwright is refusing to do so (or even communicate!) thus she is in effect refusing to obey her own Order and obviously causing further delay and expense.
- (2) In the absence of the Court certifying my 2008 bill as compliant and Mr Arthur having failed to make any points of dispute within 21 days (for the third time) I applied for a Default costs certificate attached to my letter of 27 May 2008. Truro Court failed to issue it and even removed my letter from the Court file and returned it to me! I remind you that you confirmed that Truro had sent you the complete file this time. My request for a Default Costs Certificate should be in the Court file so I ask you to please issue the certificate forthwith. If my request for a Default Costs Certificate it is not present in the Court file then please inform me immediately. You are reminded that the issuing of a Default costs Certificate is an administrative function and there is no extant Order relieving the paying party from making points of dispute to my 2008 bill

whereas there was to my 2007 bill. My 2008 bill is identical in form but not in content.

- (3) I have not yet dealt with my solicitor's costs in a CPR compliant form. Although our two solicitors played an insignificant role in this matter (responsible for two out of the 57 or so Orders) their fees were about £18,000 for this "help" and I have been awarded 60% of my share of them by the Court. I have given the Court and the paying party an estimate of my charges to prepare a CPR compliant bill but so far neither has responded. In light of what has happened regarding my preparation of a bill for my own self litigant's costs in a CPR compliant form I will not embark on another two to three months work to do the same for my solicitor's costs without directions from the Court and agreement from the paying party as to their responsibility to pay my charges.

For the record HHJ Griggs, at the hearing in March 2008, stated that he had not looked at either of our true 2007 bills himself but was convinced that DJ Wainwright had determined that they were not in a suitably CPR compliant form so as to allow Mr Arthur to usefully make points of dispute. In fact DJ Wainwright has not at anytime criticised the form of our 2007 bills (or 2008 bills for that matter). She has criticised the content of our 2007 bills in her letter of 12 September 2007 and whereas I do not believe it her remit to do so I have, nevertheless, adjusted the content of my 2008 bill accordingly.

Please thank DJ Wainwright for informing me in her, somewhat biased, letter of 12 September 2007 that rule 4.15 is compulsory. I have rectified the omission of this one page certificate in my 2008 bill. It is obvious from inspection of my 2007 bill that I was already aware that the much more important form rules 4.4 and 4.14 were compulsory because my 2007 complied 100% as does my 2008 bill which is identical in form.

I repeat. Please issue the Default Costs Certificate in the sum of £99,681.75 that I applied for in May 2008 or, by return of post, state your reason why you will not. If that reason is that the Court have not certified my bill as compliant as DJ Wainwright's Order of 10 September 2007 required I will apply to the Court for an Order requiring her to obey her own Order (or resign) and will seek compensation for the delay and needless expense she has caused me.

It is up to you whether you refer this letter to HHJ Griggs and DJ Wainwright. I will be writing to them separately in any case.

Yours sincerely

J H Layte

CC www.arthur-v-layte.co.uk and several other web sites