

SUPREME COURT OF WESTERN AUSTRALIA		NO.: CACV 9 OF 2019
COURT OF APPEAL		APPELLANT'S CASE
Parties to the Appeal	Andrew Laughton Appellant Sharyl Marsh First Respondent James Glynn Marsh Second Respondent	
Notice	Attached to this form are these documents in this order – • Appellant's grounds of appeal; • Appellant's submissions; • Appellant's legal authorities; • Orders wanted; • Draft chronology; and • Draft appeal book indexes.	
Certificate	I certify – • That in preparing the attached documents I have fully prepared the appellant's case to the best of my ability in the time frame allowed; and • That in all respects, other than the preparation of the appeal books, the appellant is ready for the hearing of this appeal.	
Time Estimate	I estimate that it will take <i>[length of time in minutes or hours]</i> to orally present the appellant's case at the hearing of this appeal.	
Appellant's address for service		
Firm name		
Street Address	11b Keble Heights, Bunbury. 6230	
Telephone no	0409 931 559	Fax No 08
Email address	Laughton.andrew@gmail.com	
Reference		
Signature of appellant or lawyer	 Appellant / Appellant's lawyer	Date: 26 February 2019

SUPREME COURT OF WESTERN AUSTRALIA		NO.: CACV 9 OF 2019	
COURT OF APPEAL		Appellants grounds of appeal.	
Parties to the Appeal	Andrew Laughton Appellant Sharyl Marsh First Respondent James Glynn Marsh Second Respondent		
Person making affidavit	Andrew Laughton		
Date Made	26 February 2019		
Purpose	Appellants grounds of appeal.		
Filed by	Andrew Laughton		
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	1. Appellants grounds of appeal.		2
[Party's] address for service			
Firm name			
Street Address	11b Keble Heights, College Grove, Bunbury. 6230		
Telephone no	0409 931 559	Fax No	
Reference	Laughton vs Marsh		
Email address	Laughton.andrew@gmail.com		

This has not been proof read by a lawyer, and once it has been it may be updated.

1. This relates to the following Western Australian courts;
 - 1.1. Magistrates court case MC/CIV/BUN/GCLM/316/2015
 - 1.2. Magistrate Bailiff reference: 180544
 - 1.3. Bunbury District court appeal 1 of 2017.
 - 1.4. Court of Appeal CACV 9 OF 2019

2. That the court verdict for security of costs heard on 13 July 2017, decision dated 30 October 2017 and sealed on 23 May 2018 was complied with in fact.
 - 2.1. This order did not specify to which court the payments needed to be made, and \$13,000 was paid to the Magistrates Court before 27 November 2017.
 - 2.2. After this order was sealed I attempted to pay an additional \$13,000 to the District Court before the new 21 day deadline, but the District court rejected it.

3. In the event that it is found that point 2 does not comply, to appeal this same decision.
 - 3.1. On 15 January 2016 the Magistrates court ruled that deadlines do not apply if the defense has a good case.
 - 3.2. For the sake of consistency and fairness this precedent should apply to all aspects of this same case.
 - 3.3. I also have a good case and deserve a fair hearing.
 - a) As per my defense statement against the security deposit dated 28 March 2017.
 - b) And my affidavit dated 9 November 2017.

4. That the District court hearing on 21 Nov 2018 assumed a large number of facts that were wrong.
 - 4.1. Transcript page 16 and 17, the assumption that I had received a copy of the order made by Registrar Harman on May 24 was wrong in fact.
 - a) The Registrar stated at the directions hearing on 11 October 2018 that this was a verbal decision. Stated at 17min:50 sec into the hearing.
 - b) The written decision was given to me for the first time during the hearing on 21 November 2018, but did not have the date it was written.
 - c) It is very difficult to appeal a verbal decision that occurred without me being present, and without knowing the reasons for that decision, and at the time I did not even know the date of that decision.
 - 4.2. Transcript page 18, 19, 45 and 46, the assumption that I had not paid \$13,000 to a court was wrong in fact.
 - a) I had fully complied with the order made by Registrar Melville on 30 October 2017 as it is written.
 - b) This order does not specify to which court the payment needed to be made.
 - Paying \$13,000 to any court demonstrated my ability to pay if I should lose.
 - It is very unfair that I was forced to choose between having my house seized and having a fair hearing.
 - It is unfair that the defense were not also asked to provide this security deposit.
 - c) The 13 September 2018 affidavit states, as point 12, that \$13,000 had been paid to a court before the due date.

- The following table shows the day and amounts that were paid.
- The Bailiffs office sent me an SMS that it had been paid in full.
- If the Bailiffs office sent me an invoice, I do not have access to it at the moment.

4.3. The following is a list of the payments that were made and when.

29 Jun 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
22 Jun 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
22 Jun 18	-\$12,324.44	MISCELLANEOUS DEBIT	V9619 21/06 BAYCORP WA DOTAG PARRAMATTA 74564728172
15 Jun 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
08 Jun 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
01 Jun 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
25 May 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
18 May 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
11 May 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
04 May 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
27 Apr 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
20 Apr 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
13 Apr 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
06 Apr 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
03 Apr 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
23 Mar 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
16 Mar 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
09 Mar 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
02 Mar 18	-\$30.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
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19 Jan 18	-\$30.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
12 Jan 18	-\$30.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
05 Jan 18	-\$30.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
29 Dec 17	-\$30.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
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15 Dec 17	-\$30.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
08 Dec 17	-\$30.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
27 Nov 17	-\$2,300.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
24 Nov 17	-\$100.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
17 Nov 17	-\$100.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
10 Nov 17	-\$50.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
03 Nov 17	-\$50.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
27 Oct 17	-\$50.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
20 Oct 17	-\$50.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
13 Oct 17	-\$50.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
06 Oct 17	-\$50.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449

4.4. Transcript page 25, 29, 34 and 35. The assumption that the affidavit made on 13 September 2018 did not exist is wrong in fact.

- a) Original copies of this affidavit were sent by;
- Normal post to the District Court in Perth.

- By registered post to Ian Morrison. Tracking number 518642850018.
 - A scanned copy was also sent by email to Ian Morrison on 13 September at 15:20.
 - A scanned copy was also sent by email to Max Owens on Mon, 17 Sep, 18:02
 - If the eCourts Portal allowed PDF files to be lodged this would have been done as well on the same day.
- b) During the hearing on 21 November 2018 this document was apparently unavailable to the Judge for unknown reasons.
- c) This is not the first time the District Court did not have all their paperwork together.
- Hearing on 25-05-2017 was postponed in part because they only had the transcript for one day of a two day hearing.
 - Hearing on 26-04-2018 was postponed due to their paperwork problems.
- 4.5. Transcript page 30 and 42, that the assumption that the court would have all details and records of court payments relating to the same case is reasonable.
- a) To state or imply that this is unreasonable is, I believe, wrong in fact.
- 4.6. Transcript page 33, that the assumption that I did not try to make a second payment to the District Court is wrong in fact.
- a) I was expecting communication from the court regarding the 23 or 24 May 2018 hearing. After a delay to allow it to arrive I tried to chase it up.
- b) On 11 and 12 June 2018 I contacted the court attempting to pay a filing fee for my form 9 that was submitted on 9 August 2017.
- c) On 13 June 2018 I contacted the court attempting to pay the \$13,000 security to the District court.
- Tracy from the Bunbury court contacted the principle registrar in Perth, and then rang me back telling me it was too late to make this payment.
- d) The first I knew that the court payments that I had made to the Magistrates court were not acceptable was after the District court would accept those payments.
- e) This was well within 28 days of the order being sealed on 23 May 2018.
- 4.7. Regarding the email received from the defense on 23 May 2018, stating that the matter had been settled.
- a) I took this to mean that the hearing on 24 May had been settled and was not going ahead.
- b) Ian Morrison has used tricks like this before to delay and frustrate my case, and I made myself available at the appointed time regardless.
- c) I received no phone call, did not have any missed calls and did not have any SMS messages during this time.
- d) As I understand it, the time that the court attempted to contact me was not recorded.
- e) As I have previously been instructed, and with every other telephone hearing I have attended that involved the court ringing me, is that I should not try to ring the court.
- f) I have still not received a copy of this letter directly from the court, and the copy I have from Ian Morrison is unsigned.

- 4.8. Transcript page 37, 38 and 39, that the assumption that I had received a Chamber summons and an affidavit in support of it is probably wrong in fact.
- a) I am not sure what this is referring to, however I have not received a number of documents and this is probably one of them.
 - b) I have also never received the affidavit in support of the security deposit of Mr James Marsh filed 25 May 2017 or from Mr Morison filed 11 July 2017.
- 4.9. Transcript page 39, that I could not have been misled or confused by the email I received on 23 May 2018 is wrong in fact.
- a) It also confused my lawyer Max Owens.
 - b) If the letter stating that the matter was settled did not mean that the matter was settled, I still to this day do not understand what it does mean.
- 4.10. Transcript page 40. The statement that I did not have any doubt about which court to pay the money to is wrong in fact, as stated in my 9 Nov 2017 affidavit asking for procedural advice.
- 4.11. Transcript page 44. The statement that I would have a file note is probably wrong in fact.
- a) I do not know what a file note is, however I have never received other paperwork either and this is consistent with that.
- 4.12. Transcript page 44. The statement that the proceedings will come to an end is wrong in fact.
- a) The defense have written to me demanding that I make changes to the original boundary retaining wall to raise it 700mm to the new ground level entirely at my own expense under threat of legal action.
 - b) The original Magistrates court hearing was abbreviated in order to try to save time, and the Magistrates court only addressed a subset of the case that was before the court by accepting an earlier version of my fact and law.
 - c) There are still outstanding issues that have not been resolved and have never been heard by any court, the only things that this would achieve is to have the statute of liability's for the defenses new retaining wall expire, and for me to pay additional legal expenses.
- 4.13. Transcript page 30, paragraph 1 referring to the settlement offer being to cause delay, is wrong in fact.
- a) This legal drama has caused me a lot of hardship and depression and the offer of settlement was intended to try to bring this saga to an end.
 - b) The vast majority of the delays in this case, and arguably all of the delays have been caused by the defense or the court, and to a lesser extent, my lawyer.



ANDREW LAUGHON. 26/2/2019

SUPREME COURT OF WESTERN AUSTRALIA		NO.: CACV 9 OF 2019				
COURT OF APPEAL		Appellant's submissions				
Parties to the Appeal	Andrew Laughton Appellant Sharyl Marsh First Respondent James Glynn Marsh Second Respondent					
Person making affidavit	Andrew Laughton					
Date Made	26 February 2019					
Purpose	Appellant's submissions					
Filed by	Andrew Laughton					
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Contents	Page					
1. Appellant's submissions	2					
[Party's] address for service						
Firm name						
Street Address	11b Keble Heights, College Grove, Bunbury. 6230					
Telephone no	0409 931 559	Fax No				
Reference	Laughton vs Marsh					
Email address	Laughton.andrew@gmail.com					

1. This relates to the following Western Australian courts;
 - 1.1. Magistrates court case MC/CIV/BUN/GCLM/316/2015
 - 1.2. Magistrate Bailiff reference: 180544
 - 1.3. Bunbury District court appeal 1 of 2017.
 - 1.4. Court of Appeal CACV 9 OF 2019
 - 1.5. All of the following refer to the transcript of the hearing on 21 November 2018.
2. That I had not complied with the order made by Registrar Melville on 30 October 2017 as it is written is wrong in law.
 - 2.1. The order did not specify which specific part of the court system to pay money to.
 - 2.2. I was given the option of having my house seized by the Bailiffs office from the Magistrates court, or to pay this \$13,000 to the District court.
 - 2.3. I made it clear that I would not be able to pay both the Magistrates court and the District court at the hearing on 13 July 2017.
 - 2.4. That not only the letter of the Law was followed, but also the spirit of the law in that I had demonstrated my ability to pay any costs awarded against me.
 - 2.5. The District court hearing to deny hearing the appeal was held on 13 July 2017.
 - 2.6. 23 August 2017, appeal to suspend payment to the Magistrates court is dismissed.
 - 2.7. 11 September 2017, Bailiffs Office had only received \$10,000, with \$15,371.30 remaining, and had issued notice of seizure of property and potential land seizure. At a later date they had instructions to seize the land if I did not pay this amount in full.
3. Transcript page 16 and 17, the assumption that I had received a copy of the order made by Registrar Harman was wrong in fact.
 - 3.1. This is why the one of the requested outcomes of the appeal was for a written copy of this decision.
 - 3.2. Registrar Harman was the registrar that conducted the directions hearing, and when asked about paperwork regarding the decision he informed me that it was an "Oral decision", and that there was no paperwork.
4. Transcript page 18, 19, 45 and 46, the assumption that I had not paid the \$13,000 to a court was wrong in fact.
 - 4.1. As per my affidavit dated 13 September 2018
 - 4.2. This affidavit has not been included at the directions of the Court of Appeal Registrar.
5. Transcript page 25, 29, 34 and 35. The assumption that the affidavit made on 13 September 2018 did not exist is wrong in fact.
 - 5.1. Original copies of this affidavit were sent by;
 - a) Normal post to the District Court in Perth.
 - b) By registered post to Ian Morrison. Tracking number 518642850018
 - 5.2. A scanned copy was also sent by email to Ian Morrison on 13 September at 15:20.
 - 5.3. A scanned copy was also sent to Max Owens on Mon, 17 Sep, at 18:02
 - 5.4. If the eCourts Portal allowed PDF files to be lodged this would have been done as well on the same date.

5.5. During the hearing on 21 November 2018 this document was unavailable to the Judge for unknown reasons.

6. Transcript page 30. The assumption that I have deliberately caused delays is wrong in fact.
7. Transcript page 30, paragraph 1 referring to the settlement offer being to cause delay, is wrong in fact.
 - 7.1. Any settlement offer by definition is an attempt to settle, not to delay proceedings.
 - 7.2. This settlement offer acknowledges that the financial and mental stress of the legal process is not worth the additional \$20,000 + that I would win if I was to have a fair trial.
8. Transcript page 30, paragraph 1 referring to the settlement offer being to cause delay, is wrong in fact and law.
 - 8.1. The defense is aware that I know about the BUILDING ACT 2011 - SECT 89, copied here for convenience;

BUILDING ACT 2011 - SECT 89

89 . Obligation to maintain, repair encroachments, party walls, shared boundary retaining walls

(1) Unless otherwise agreed, each owner of land from which part of a building or incidental structure encroaches into, onto, or over, other land, is responsible for the costs of maintenance and repair of the encroaching part.

(2) Unless otherwise agreed, if a party wall or a boundary retaining wall that is wholly or partly on the boundary of land needs maintenance or repair each owner of land on either side of the wall is liable to join in or contribute in equal proportions to the maintenance and repair of the wall.

- 8.2. They are also aware that the most the Marshes have ever offered is about 25% of the cost to repair the diving fence that was damaged by having 700mm of sand stacked against it.
 - 8.3. They are also aware that regardless of the outcome of this hearing, there will be another hearing to recover half of the cost of the repairs to the boundary retaining wall.
 - a) The difference between winning or losing this appeal is the difference between recovering all the taxation I have already paid, plus my expenses, or only recovering the expenses for the new hearing.
 - 8.4. This is an abuse of the legal system.
9. Transcript page 30 and 42, that the assumption that the court would have records of court payments relating to this same case is unreasonable is, I believe, wrong in fact.
 - 9.1. To a lay person such as myself, the Court system includes every part of the court, and for one section of the court not to have easy access to another section of the court involving exactly the same case and exactly the same people is very surprising.
 - 9.2. I do not have, and have never had access to the court records and I had no way of foreseeing this problem.

10. Transcript page 33, that the assumption that I did not try to make a second payment to the District Court is wrong in fact.
 - 10.1. I was expecting communication from the court regarding the 24 May 2018 hearing. After a delay to allow it to arrive I tried to chase it up.
 - 10.2. On 11 and 12 June 2018 I contacted the court attempting to pay a filing fee for my form 9 that was submitted on 9 August 2017.
 - 10.3. On 13 June 2018 I contacted the court attempting to pay the \$13,000 security to the District court.
 - a) Tracy from the Bunbury court contacted the principle registrar in Perth, and rang me back telling me it was too late to make this payment.
 - 10.4. The first I knew that the court payments that I had made were not acceptable was after the court would accept those payments.
 - 10.5. This was well within 28 days of the 24 May 2018 decision.
 - 10.6. There was no "reference number of any sort given during this phone call, but I do have a recording.
11. Transcript page 37, 38 and 39, that the assumption that I had received a Chamber summons and an affidavit in support of it is wrong in fact.
12. Transcript page 39, that I could not have been misled or confused by the email I received on 23 May 2018 is wrong in fact.
 - 12.1. The Judge has explained that it does not mean what I thought it meant, but no-one has ever explained what it does mean.
13. Transcript page 40. The statement that I did not have any doubt about which court to pay the money to is wrong in fact.
 - 13.1. This is supported by my affidavit dated 9 November 2017.
14. Transcript page 44. The statement that I would have a file note is wrong in fact.
15. Transcript page 44. The statement that the proceedings will come to an end is wrong in fact.
16. This should be read in conjunction with my affidavit dated and sent on 13 September 2018, which was removed at the direction of the Court of Appeal registrar .
 - 16.1. Original copies of this affidavit were sent by;
 - a) Normal post to the District Court in Perth.
 - b) By registered post to Ian Morrison. Tracking number 518642850018.
 - 16.2. A scanned copy was also sent by email to Ian Morrison on 13 September at 15:20.
 - 16.3. A scanned copy was also sent by email to Max Owens on Mon, 17 Sep, 18:02
 - 16.4. If the eCourts Portal allowed PDF files to be lodged this would have been done as well on the 13 September.
 - 16.5. During the hearing on 21 November 2018 this document was apparently unavailable to the Judge for unknown reasons.
 - 16.6. This is not the first time the District Court did not have all their paperwork together.
 - a) Hearing on 25-05-2017 was postponed in part because they only had the transcript for one day of a two day hearing.
 - b) Hearing on 26-04-2018 was postponed due to their paperwork problems.
 - c) Hearing on 13-09-2018 I think was postponed due to their paperwork problems.

17. This 13 September 2018 affidavit states, as point 12, that \$13,000 had been paid to a court before the due date.

17.1. The following table shows the day and amounts that were paid.

17.2. The Bailiffs office sent me an SMS that it had been paid in full.

17.3. If the Baliffs office sent me an invoice, which I doubt, I do not have access to it at the moment.

29 Jun 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
22 Jun 18	-\$20.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
22 Jun 18	-\$12,324.44	MISCELLANEOUS DEBIT	V9619 21/06 BAYCORP WA DOTAG PARRAMATTA 74564728172
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20 Sep 17	-\$100.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
30 Aug 17	-\$10,000.00	TRANSFER DEBIT	INTERNET BPAY Baycorp (WA) DOTAG 1805449
Total	-\$26,054.44		

18. **Delays in the legal process.** The vast majority of the delays in this case, and arguably all of the delays have been caused directly by the defense.
- 18.1. The defense had not prepared for the original pretrial conference, and as a result I ended up spending most of this conference out of the room while “confidential” discussions were held.
- a) It was agreed at this conference that the Marshes would get a cheaper quote to fix the retaining wall as they had been told it could be done for much less than the quote I had.
- 18.2. After a 3 month delay, a second pretrial conference was held.
- a) The defense asked for an additional pretrial conference as they had not done anything in the delay between the first two, despite email reminders.
- b) I refused additional delays as these delays were costing me a lot of money, as I had explained to them in detail.
- c) The quote for a cheaper repair to the boundary retaining wall has still not been received, and if they had of tried to do as they agreed they would have known the quote I had was very reasonable, and a lot of court time would have been saved.
- 18.3. The defense refused all my attempts to establish any agreed set of facts.
- a) Having an agreed set of facts could have made the original court hearing much shorter.
- b) Because of this longer hearing the delay to any available time slot was much bigger.
- 18.4. The defense missed deadlines for a number of documents by over 40 days, and a default ruling was made.
- a) This default ruling was appealed against, and won, on the grounds that the defense was busy.
- b) If I had of been aware that I could appeal against this I would have, and saved everybody a lot of time.
- 18.5. The defense withheld a number of documents and all of the photos, which were shown to me for the first time during the hearing.
- a) This is the biggest cause of why this drama has been dragging out for over 6 years.
- 18.6. I have made numerous offers of settlement, both informal and formal, which were all declined.
- a) The defense have made no offers of settlement at all, and the most they have ever offered is approx 25% of the cost to replace the dividing fence that they damaged.
- 18.7. If my original appeal had not been appealed against, this drama would be over before now.
- 18.8. A part of the District court logic regards my accepting the delays caused by needing to provide an additional \$13,000 security deposit as being my preference. As I explained in court this was certainly not my preference. I would much prefer to spend this money on a lawyer and get this ordeal over with sooner rather than later.
- a) This is what was recommended to me by my lawyer.
- b) These delays are what has been forced upon me by the defense.
- 18.9. The defense are not seeking closure, they are sending me letters demanding that I raise the level of the boundary retaining wall to the new ground level at my own expense.
- a) These letters have been removed at the direction of the Court of Appeal Registrar.

19. **Regarding the email received from the defense on 23 May 2018, stating that the matter had been settled.**
- 19.1. I took this to mean that the hearing on 24 May had been settled and was not going ahead.
 - 19.2. Ian Morrison has used tricks like this before to delay and frustrate my case, and I made myself available at the appointed time regardless.
 - 19.3. I received no phone call, did not have any missed calls and did not have any SMS messages during this time.
 - 19.4. As I understand it, the time that the court attempted to contact me was not recorded.
 - 19.5. As I have previously been instructed, and with every other telephone hearing I have attended that involved the court ringing me, is that I should not try to ring the court.
20. **Regarding the decision of the District court registrar on 24 May 2018.**
- 20.1. The Registrar stated at the directions hearing on 11 October 2018 that it was a verbal decision. Stated at 17min:50 sec into the hearing.
 - 20.2. The written decision was given to me for the first time on 21 November 2018, but did not have the date it was written.
 - 20.3. It is very difficult to appeal a verbal decision that occurred without me being present, and without knowing the reasons for that decision, and at the time I did not even know the date of that decision.
21. **District court payment attempts.**
- 21.1. I was expecting communication from the court regarding the 24 May 2018 hearing. After a delay to allow it to arrive I tried to chase it up.
 - 21.2. On 11 and 12 June 2018 I contacted the court attempting to pay a filing fee for my form 9 that was submitted on 9 August 2017.
 - 21.3. On 13 June 2018 I contacted the court attempting to pay the \$13,000 security to the District court.
 - a) Tracy from the Bunbury court contacted the principle registrar in Perth, and rang me back telling me it was too late to make this payment.
 - 21.4. The first I knew that the court payments that I had made were not acceptable was after the court would accept those payments.
 - 21.5. This was well within 28 days of the 24 May 2018 decision.



ANDREW LAUGHTON 26/2/2019.

SUPREME COURT OF WESTERN AUSTRALIA		NO.: CACV 9 OF 2019	
COURT OF APPEAL		Appellant's legal authorities	
Parties to the Appeal	Andrew Laughton Appellant Sharyl Marsh First Respondent James Marsh Second Respondent		
Person making affidavit	Andrew Laughton		
Date Made	26 February 2019		
Purpose	Appellant's legal authorities		
Filed by	Andrew Laughton		
Index	Contents		Page
	1. Appellant's legal authorities		1
[Party's] address for service			
Firm name			
Street Address	11b Keble Heights, College Grove, Bunbury. 6230		
Telephone no	0409 931 559	Fax No	
Reference	Laughton vs Marsh		
Email address	Laughton.andrew@gmail.com		

1. This relates to the following Western Australian courts;
 - 1.1. Magistrates court case MC/CIV/BUN/GCLM/316/2015
 - 1.2. Magistrate Bailiff reference: 180544
 - 1.3. Bunbury District court appeal 1 of 2017.
 - 1.4. Court of Appeal case **CACV 9 OF 2019**.
2. Judgments include the following with bullet point references to the 30 October 2017 District court decision;
 - 2.1. Barclay Mowlem Construction Ltd v Dampier Port Authority [2006] WASC 281
 - a) Regarding identifying the relevant issues.
 - b) District court decision 30 October 2017 Points 13 and 14
 - 2.2. Frigger v Clavey Legal Pty Ltd [No 2] [2015] WASCA 258
 - a) Regarding being shut out of an appeal by being ordered to pay security.
 - b) District court decision 30 October 2017 Point 43 (d)
 - 2.3. Glew v Frank Jasper Pty Ltd [2010] WASCA 87
 - a) Regarding the possible incorrect formatting.
 - b) District court decision 30 October 2017 Points 11 and 12
 - 2.4. Stone v Braun [2015] WASCA 103
 - a) Regarding the lodestar being a fair and just trial.
 - b) District court decision 30 October 2017 Point 10

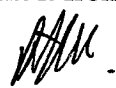


ANDREW LAUGHTON

26/2/2019.

SUPREME COURT OF WESTERN AUSTRALIA		NO.: CACV 9 OF 2019
COURT OF APPEAL		Orders wanted.
Parties to the Appeal	Andrew Laughton Appellant Sharyl Marsh First Respondent James Glynn Marsh Second Respondent	
Person making affidavit	Andrew Laughton	
Date Made	26 February 2019	
Purpose	Orders wanted.	
Filed by	Andrew Laughton	
Index	Contents	Page
	1. Orders wanted.	1
[Party's] address for service		
Firm name		
Street Address	11b Keble Heights, College Grove, Bunbury. 6230	
Telephone no	0409 931 559	Fax No
Reference	Laughton vs Marsh	
Email address	Laughton.andrew@gmail.com	

1. This relates to the following Western Australian courts;
 - 1.1. Magistrates court case MC/CIV/BUN/GCLM/316/2015
 - 1.2. Magistrate Bailiff reference: 180544
 - 1.3. Bunbury District court appeal 1 of 2017.
 - 1.4. Court of Appeal CACV 9 OF 2019
2. That Bunbury District court appeal 1 of 2017 be allowed to proceed.
3. In the event that point 2 is denied, to allow payment of the \$13,000 security deposit, and then be allowed to proceed.
 - 3.1. This will definitely stymie my case again, however this is preferable to starting again with reduced scope.
4. An order as such is not needed, however a written opinion regarding the legal advice I received from Max Owens not to appeal against the security deposit is requested.
 - 4.1. Max represented me at the failed attempt to postpone payments to the Magistrates court, and was fully aware that I would not be able to pay for all of;
 - a) The urgent repair to the disputed retaining wall to prevent it from collapsing, (approx \$30,000) and
 - b) Over \$22,000 to the Magistrates court and
 - c) An additional \$13,000 security to the District court.


ANDREW LAUGHTON

SUPREME COURT OF WESTERN AUSTRALIA		NO.: CACV 9 OF 2019	
COURT OF APPEAL		Draft Chronology of Appellants case	
Parties to the Appeal	Andrew Laughton Appellant Sharyl Marsh First Respondent James Marsh Second Respondent		
Person making affidavit	Andrew Laughton		
Date Made	26 February 2019		
Purpose	Draft Chronology of Appellants case		
Filed by	Andrew Laughton		
Index	Contents		Page
	1. Draft Chronology of Appellants case		2
[Party's] address for service			
Firm name			
Street Address	11b Keble Heights, College Grove, Bunbury. 6230		
Telephone no	0409 931 559	Fax No	
Reference	Laughton vs Marsh		
Email address	Laughton.andrew@gmail.com		

1. This relates to the following Western Australian courts;
 - 1.1. Magistrates court case MC/CIV/BUN/GCLM/316/2015
 - 1.2. Magistrate Bailiff reference: 180544
 - 1.3. Bunbury District court appeal 1 of 2017.
 - 1.4. Court of Appeal case CACV 9 OF 2019.
2. This is the Draft Chronology document required by the Court of Appeal.

8 May 2012	Building permit issued for new retaining walls at 14 Trinity Rise. Unknown completion date.
4 September 2012	Dividing fence collapsed and boundary retaining wall was damaged.
1 July 2015	One of the earlier requests for contour drawings.
17 September 2015	Submitted request for default Judgement, 7 days after defence missed a paperwork deadline.
6 October 2015	Default Judgement granted.
2 November 2015	Notice to contest default Judgement.
15 January 2016	Hearing to determine if the default judgement stood. The Magistrate decided that deadlines were null and void if the party appealing was busy and has a good case. I was unaware that I could appeal against this until it was too late.
8 August 2016	Last request for contour drawings, stating that none had been received.
16 & 17 August 2016	Magistrates court hearing date. Based on an outdated notice of facts and law. Contour drawings and photos showed up as evidence without me being aware I could object that I had not seen them.
11 July 2017	Notice of hearing to dismiss appeal against Magistrates court costs and security of costs for District court..
21 July 2017	Hearing to dismiss appeal against Magistrates court and security of costs. There were two appeal notices, one made before I received a transcript, and one made after I had received a transcript. This hearing was based on the earliest appeal notice.
23 August 2017	Hearing to suspend costs from Magistrates court is dismissed / rejected. Max Owens represented Andrew Laughton.
11 September 2017	Bailiffs office has been paid \$10,000, and issued a notice of seizure of goods and potentially of land if remaining \$15,371.30 is not paid.
30 October 2017	District court verdict on appeal against the appeal and security of costs. I was advised not to appeal against this by Max Owens.
9 November 2017	Affidavit to District court explaining false assumptions, and stating that I intended to pay the \$13,000 to the Bailiffs office.

There was never any feedback telling me that this was the wrong procedure.

27 November 2017 Deadline to pay \$13,000 to the court.
\$13,000 had been paid to the Bailiffs office before this deadline.

I desperately wanted legal help, but was unable to afford it during this period because of the need to pay the Bailiffs office.
I did however send a number of draft copies of an updated appeal notice against the Magistrates court decision to my Lawyer Max Owens to proof read. His advice was to proceed with the appeal notice that had already been submitted.

February 2018 Asked Max to apply for a hearing date to hear the appeal.

March 2018 Notice of new appeal against my appeal.

26 April 2018. Appeal against the appeal hearing date. Court could not find their paperwork and this was postponed to 24 May 2018.

23 May 2018. Received an email from the defense containing an unsigned letter on a court letterhead, dated 23 May 2018, stating that the matter had been settled.
I took this to mean that the hearing on 24 May had been settled and was not going ahead.
Ian Morrison has used tricks like this before to delay and frustrate my case, and I made myself available at the appointed time regardless.
This is the date that the 23 October 2017 registrars order to pay \$13,000 was "sealed".

24 May 2018 Hearing to allow appeal to continue.
I received no phone call, did not have any missed calls and did not have any SMS messages during this time.
As I understand it, the time that the court attempted to contact me was not recorded.
As I have previously been instructed, and with every other telephone hearing I have attended that involved the court ringing me, is that I should not try to ring the court.

13 June 2018 District court security payment attempts failed because the court would not accept payments. This is well within the 28 day deadline from 23 May 2018.

22 June 2018 The Bailiffs office had received instructions to seize my house if the Magistrates costs were not paid in full in a short space of time.
The remaining amount was paid on this date.

13 September 2018 District court directions hearing to appeal against 24 May decision.
I think there was a paperwork problem within the court, and this was postponed to 11 October.

The Registrar wanted the grounds of appeal written in an affidavit.

- Affidavit written, signed and sent from Mildura this same day.
- Original copies of this affidavit were sent by;
 - Normal post to the District Court in Perth.
 - By registered post to Ian Morrison. Tracking number 518642850018.

- A scanned copy was also sent by email to Ian Morrison on 13 September at 15:20.
- A scanned copy was also sent by email to Max Owens on Mon, 17 Sep, 18:02
- If the eCourts Portal allowed PDF files to be lodged this would have been done as well on 13 September.
- This affidavit states, as point 12, that \$13,000 had been paid to a court before the due date.

11 October 2018. Directions hearing for appeal against Registrars decision on 24 May 2018. The Registrar stated at 17min:50 sec into the hearing that the decision on 24 May was a verbal decision.

21 November 2018 District Court hearing to allow appeal to continue.

13 December 2018 District court hearing for taxation.



ANDREW LAUGHTON. 26/2/2019

SUPREME COURT OF WESTERN AUSTRALIA COURT OF APPEAL		NO: CACV 9 OF 2019 WHITE APPEAL BOOK INDEX
Parties to the Appeal	<u>Andrew Laughton</u> Appellant <u>Sharyl Marsh</u> 1 st Respondent <u>James Glynn Marsh</u> 2 nd Respondent	

WHITE APPEAL BOOK INDEX

No.	Description of document	Date	Page No. ¹
1.	Appeal notice	[Date filed]	
2.	Notice of respondent's intention	[Date filed]	
3.	Amended ² appellant's case	[Date filed]	
	▪ Grounds of appeal ▪ Submissions ▪ Legal authorities ▪ Orders wanted		
4.	Respondent's answer	[Date filed]	
	▪ Submissions ▪ Notice of contention [delete if notice of contention is not included in the respondent's answer] ▪ Legal authorities		
5.	Appellant's reply to the notice of contention	[Date filed]	
	[delete if notice of contention is not included in the respondent's answer]		
6.	Appellant's chronology ³		
7.	Respondent's reply to chronology ³		
8.	Certificate of correctness ⁴		

SUPREME COURT OF WESTERN AUSTRALIA COURT OF APPEAL		NO: CACV [File number] BLUE APPEAL BOOK INDEX
Parties to the Appeal	[Name of party]	Appellant
	[Name of party]	Respondent

BLUE APPEAL BOOK INDEX

No.	Description of document	Date	Page No ¹ .
1.	[Judgment / Order] ⁵ of the [primary Court – eg: Supreme Court]	[Date made]	
2.	Reasons for decision of [name of Judge] [citation]	[Date reasons delivered]	
3.	Statement of claim	[Date filed]	
4.	Further and better particulars of the statement of claim ⁶	[Date filed]	
5.	Amended defence ⁶	[Date filed]	

SUPREME COURT OF WESTERN AUSTRALIA COURT OF APPEAL		NO: CACV [File number] GREEN APPEAL BOOK INDEX
Parties to the Appeal	[Name of party]	Appellant
	[Name of party]	Respondent

GREEN APPEAL BOOK INDEX

No.	Description of document	Date	Page No ¹ .
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Transcript⁷

No.	Description of document	Date	Page No ¹ .
1.	Transcript of the trial before [name of Judge] [identify relevant parts of the transcript – eg:		
	▪ Evidence of (insert full name)	[Date]	
	▪ Evidence of (insert full name)]	[Date]	

OR

1.	Electronic transcript of the trial before [name of Judge]	[Date(s)]
----	---	-----------

Witness statements

- | | | |
|----|-------|--|
| 2. | Ex 9 | [full name of witness] and attachments:
“ A ” - [description of attachment]
“ B ” - [description of attachment]
“ C ” - [description of attachment] |
| 3. | Ex 10 | [full name of witness] |

Exhibits relevant to appeal^{8, 9}

- | | | | |
|----|------|---|--|
| 4. | Ex 1 | Letter from [X] to [Y] | [Date] |
| 5. | Ex 2 | Bundle of documents (part only) ¹⁰
2.1 – [description of document]
2.7 – [description of document]
2.10 – [description of document]
2.11 – [description of document] |
[Date]
[Date]
[Date]
[Date] |
| 6. | Ex 4 | Bundle of documents (part only) ¹⁰
▪ [description of document]
▪ [description of document] |
[Date]
[Date] |
| 7. | Ex 6 | Photographs of [describe photographs] | [Date taken] |

No.	Description of document	Date	Page No ¹ .
8.	Ex 10 Handwritten medical notes of [insert name] for period [date]to [date] Typed medical notes of [insert name] for period [date]to [date] ¹¹		

Exhibits relevant to appeal not included in appeal book¹²

9.	Ex 5 Video of [describe]	[Date made]
10.	Ex 7 Map of [describe]	[Date]

NOTES

¹ Page numbers should not appear on the draft index that is filed for settling or on the clean copies that are filed following settling of the index. They are inserted only when the appeal books are prepared.

² If any document has been amended, include only the final version of the document and the date it was filed.

³ If the chronology has been agreed by the parties, include only the agreed chronology described as “chronology” – rule 38(2)(i).

⁴ The certificate of correctness should be signed by the person who prepared the appeal books **and** those respondent(s) that are taking part in the appeal – rule 41(c).

⁵ Specify whether it is a judgment or order. See the Supreme Court Consolidated Practice Directions – item 4.6.1 paragraph 2(e).

⁶ Include only the version of the pleadings that were before the primary court when the decision was made, unless the grounds of appeal specifically relate to earlier pleadings – rule 38(3)(e).

⁷ Where it is intended to include the entire transcript, the Court prefers that the transcript be electronic. When there is electronic transcript, there is no need to separately identify the witnesses or parts of the transcript.

⁸ Include only those exhibits or parts of exhibits that are needed to consider and decide the issues in the appeal as referenced in the parties’ submissions – rule 37(2).

⁹ When describing an exhibit, the description should not be taken from the record kept by the Associate but from the document itself.

¹⁰ It is not necessary to reproduce all documents in the bundle – include only those that are needed to consider and decide the issues in the appeal. If the bundle of documents contains a numbered index, include the exhibit number as shown in item 5. If the documents in the bundle have not been separately indexed, list the documents as shown in item 6.

¹¹ Any document which is not clearly legible must be typed, checked against the original and certified as correct by the parties before being inserted in the appeal book – rule 37(3).

¹² Exhibits which are to be used at the hearing of the appeal but which, for whatever reason, cannot be incorporated in the appeal book.