



Andrew Laughton &lt;laughton.andrew@gmail.com&gt;

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**Marsh**

3 messages

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**Ian Morison** <ian@morisonlegal.com.au>

7 December 2015 at 15:14

To: Andrew Laughton &lt;laughton.andrew@gmail.com&gt;

Dear Mr Laughton

I enclose an outline of the Defendant's submissions for the hearing on Wednesday of her application to set aside default judgment.

The cases mentioned in the submissions can be found on the internet, try the Austlii site. If you have any difficult finding the cases let me know.

The reference to Civil Procedure WA reads:

**[13.10.5] Terms on setting aside irregular judgments** The plaintiff will usually be ordered to pay the defendant's costs of setting aside an irregular judgment: *Kertesz v Kessler* [1966]VR 453 at 458 [CBCC](#). The court may set the judgment aside in whole or in part: *Re Mosenthal; Ex parte Marx* (1910) 54 Sol Jo 751.

I expect to be filing a further affidavit as to the delay in applying to set aside default judgment.

I look forward to your response to the email I sent last week enclosing a minute of consent orders adding James Marsh as a Defendant and setting aside default judgment. I enclose for your convenience another copy of the consent minute.

Yours faithfully

Ian Morison

Ian Morison

Barrister &amp; Solicitor

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**NOTE** *Christmas Holiday* I will be away between 14 December and 8 January and the office will be closed during that time. I can be contacted by email if anything really urgent comes up.

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**2 attachments**



**Outline of Submissions.pdf**

1138K



**consent order.pdf**

69K

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**Andrew Laughton** <laughton.andrew@gmail.com>

7 December 2015 at 16:17

To: Ian Morison <ian@morisonlegal.com.au>

Hi Ian

My primary consideration is to reinforce the retaining wall before it collapses, and then to sell the house as fast as practical.

Consenting to delay anything is not going to achieve those aims, nor is consenting to pay for delays not caused by myself.

Andrew.

[Quoted text hidden]

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**Andrew Laughton** <laughton.andrew@gmail.com>

7 December 2015 at 16:19

To: Susie Leech <sfleech@gmail.com>

[Quoted text hidden]