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IN THE COMPETITION
APPEAL TRIBUNAL

Case No: 1763/7/7/26, 1765/7/7/26

Salisbury Square House
8 Salisbury Square
London EC4Y 8AP

Friday 17th July 2026

Before:

Hodge Malek KC
Hugh Kelly
Paula Riedel

(Sitting as a Tribunal in England and Wales)

BETWEEN:

JLP TCR Ltd

Applicant/Proposed Class Representative

Haulage Customer Claim Limited

Applicant/Proposed Class Representative

v

Scania & Others

Proposed Defendants

A P P E A R A N C E S

Mark Brealey KC and Daniel Cashman (instructed by Edwin Coe LLP and Fieldfisher LLP) on behalf of Haulage Customer Claim Limited and JLP TCR Ltd

Digital Transcription by Epiq Europe Ltd
Lower Ground, 46 Chancery Lane, London, WC2A 1JE
Tel No: 020 7404 1400
Email: ukclient@epiqglobal.co.uk

(10.30 am)

(Proceedings delayed)

(10.35 am)

THE CHAIR: Some of you are joining us live stream on our website, so I must start, therefore, with a customary warning: an official recording is being made and an authorised transcript will be produced, but it is strictly prohibited for anyone else to make an unauthorised recording, whether audio or visual, of the proceedings and breach of that provision is punishable as contempt of court. There will be a transcript of this hearing, in any event, which will go on to the CAT website when it's available. There will also be a written ruling with the results of today's hearing.

Yes, Mr Brealey.

MR BREALEY: I'm obliged, sir. Thank you.

Obviously, the tribunal's got the skeleton. I think that I've got to address you, sir, on five points. I can list them.

THE CHAIR: List the five points, yes.

MR BREALEY: These are the five points. First is the funding.

THE CHAIR: Yes.

MR BREALEY: I'd like to start with the funding. Second, the application for permission to amend the JLP claim. Then third, the application for permission to stay the HCCL claim.

THE CHAIR: Yes.

MR BREALEY: As you (inaudible), sir, that's because of the carriage dispute. The fourth issue is the application for permission to serve the amended JLP claim form out of the jurisdiction. Then fifth, there are certain issues that have been raised by Scania's solicitors in correspondence quite recently. Because this is ex parte, I just

1 | need to deal with those.

2 | THE CHAIR: Okay. You can be confident that we've read everything in your skeleton
3 | and everything in the core bundle. We're also quite familiar with the Trucks cases and
4 | all the relevant judgments on that.

5 | MR BREALEY: And the service out (overspeaking).

6 | THE CHAIR: And the service out.

7 | First question is that the three persons who are going to be the directors of the CR,
8 | are they now directors? Has that gone through?

9 | MR BREALEY: Yes.

10 | THE CHAIR: Yes, that's fine. Okay. Then looking at the funding -- because I think
11 | that's the next thing to look at -- is we've read the witness statement of Le Patourel.
12 | The funder, we know about, because I dealt with that in *Bulk Mail*. So on that, are
13 | there any adverse changes that I should know about since the decision in *Bulk Mail*?
14 | Because I don't really want to re-invent the wheel. I went through this in quite a lot of
15 | detail because it was said they weren't suitable, they had funding issues and all that,
16 | and there was a suggestion of security being provided, and all of that was dealt with
17 | in that judgment. But if there's nothing that, let's say, undermines what was said then,
18 | I'm quite happy just to adopt what was said in the previous decision.

19 | MR BREALEY: Obviously, Mr Le Patourel deals with the funder.

20 | THE CHAIR: He has, yes. I've read that.

21 | MR BREALEY: As far as I'm aware -- and I will take instructions to be 100 per cent
22 | certain -- there is nothing that the tribunal should be worried about since *Bulk Mail*.

23 | THE CHAIR: Yes, because *Bulk Mail* was the attack on it and I rejected that. There's
24 | a limited amount of time we've got to deal with this today, because I would hope that
25 | we would finish everything by lunchtime today; this is an ex parte application. You
26 | know me, we've obviously read what you put in.

1 Now, looking at the funding arrangements.

2 MR BREALEY: Yes.

3 THE CHAIR: I'm not, today, going to go through the funding arrangements in the same
4 way as I would do at a CPO hearing.

5 MR BREALEY: Okay.

6 THE CHAIR: There's a number of decisions that bear upon what a funding agreement
7 should provide, what's acceptable and what's not acceptable. When you look at how
8 funding agreements have evolved, they tend to take account of what's been said in
9 those decisions. So, for example, when you look at some of the decisions on collective
10 settlements, the tribunal wants to have the ability to be flexible and decide where the
11 proceeds go if there's a successful outcome, particularly if there's an element of
12 non-success, if you see what I mean. But the ability to channel recoveries by way of
13 cy-près or whatever.

14 What would need to be done is, for example, when there's a priorities
15 agreement -- I don't think you've given me a priorities agreement -- it will have to
16 reflect the decisions that cover that area to make sure that it is not imposing some sort
17 of straitjacket on the tribunal when it comes to settlement and distribution.

18 MR BREALEY: But I understand --

19 THE CHAIR: All of that needs to be reviewed.

20 MR BREALEY: Yes.

21 THE CHAIR: But that can be done in detail when it comes to the CPO hearing. What
22 I need to understand now is to what extent is the funding in place operative today, and
23 if it isn't, what else needs to be done?

24
25 Submissions on funding by MR BREALEY

26 MR BREALEY: Well, that is detailed in Le Patourel. I mean, you will have picked

1 up -- I don't know if you want to look at volume 9, but the --

2 THE CHAIR: What's that? What's volume 9?

3 MR BREALEY: This is the --

4 THE CHAIR: I've got the exhibit loose if you want me to look at that.

5 MR BREALEY: Okay. Well, I don't know whether --

6 THE CHAIR: I don't want to look at it in another bundle.

7 MR BREALEY: No, okay. Well, obviously the LFA is on page 3 of the exhibit.

8 THE CHAIR: Yes.

9 MR BREALEY: I think at page 38, you'll have picked up, sir, that has been signed.

10 THE CHAIR: Yes, I can see it's signed and it's got that, but that --

11 MR BREALEY: And in Le Patourel, he mentions -- I don't know if you want to go to

12 the witness statement.

13 THE CHAIR: Yes. Because I do want to look at the two special conditions that are

14 referred to.

15 MR BREALEY: Yes. This is at paragraph 12.

16 THE CHAIR: Because you're noting not all the conditions precedent. (Pause)

17 MR BREALEY: At paragraph 12, he goes through this with --

18 THE CHAIR: Yes, I know. Yes.

19 MR BREALEY: "The conditions present in clause 2 have not yet all been ... [and he

20 goes through] ... priorities agreement is almost in its final form ..." [as read]

21 He expects execution in the next few days.

22 "The PCR's engagement letter and conditional fee agreements with the law firms is

23 with independent leading counsel." [as read]

24 He expects execution in the next few days.

25 THE CHAIR: Who have you got?

26 MR BREALEY: Andrew Roy.

1 THE CHAIR: Yes, okay.

2 MR BREALEY: Then the special conditions, that is at page 43. (Pause)

3 So he has not yet received confirmation from the funder about the legal opinion.

4 THE CHAIR: Sorry, where is that in the exhibit?

5 MR BREALEY: Ah, on page 43 of the exhibit where paragraphs 2, 3, 4, and 5 are

6 articulated.

7 That is belt and braces, but in the recital to the agreement, recital D, recital D reflects

8 the fact that, "the claimant has taken advice from ..." et cetera. "Funder has agreed to

9 provide litigation funding", in respect, basically, on the advice. But there will be, as we

10 see here, paragraph 2, a legal opinion.

11 THE CHAIR: You're saying the funder has not yet got the legal opinion?

12 MR BREALEY: As far as I'm aware, the funder has not yet got the legal opinion.

13 THE CHAIR: Yes.

14 MR BREALEY: As you will have probably realised, sir, a lot of work has gone into this.

15 It doesn't underwrite tens of millions of pounds overnight. So as Mr Le Patourel says,

16 lot of negotiations have been going on.

17 THE CHAIR: Yes, I know.

18 MR BREALEY: But the agreement has been signed and people are proceeding on

19 that basis. Clearly, if the tribunal wants to set a date for the special conditions, we can

20 obviously live with that. Because an independent legal opinion should not be

21 (overspeaking).

22 THE CHAIR: Yes, because, look, we don't want another *Sciallis* situation; you know

23 that. What we would have to do is have some sort of provision whereby within

24 a certain period, you will have to notify the tribunal in writing on, let's say, the remaining

25 steps having been done, so that those special conditions having been fulfilled.

26 MR BREALEY: Yes. Correct.

1 THE CHAIR: Then at that point, if it's not done by a certain date, then obviously we'll
2 have to come back and revisit the orders.

3 MR BREALEY: Yes.

4 THE CHAIR: On the service out, it's not anticipated that the service out will be done
5 quickly unless Scania decide, well, in the light of any ruling today, that they are willing
6 to accept service in the normal way. But it's up to them; you know, they have a choice.
7 They've got the *RHA* case and potentially they've got your case, depending on whether
8 or not you get past the CPO stage, and that they will have to balance what they really
9 want.

10 Because if you have the *RHA* case tried and determined, and let's say certain
11 assumptions are made about the level of pass-on or not, they may end up having to
12 pay whatever that figure is in that case, and then having this trial whereby this trial
13 may say, "Well, the level of pass-on is a lot greater than had been anticipated in the
14 earlier judgment". You know, there's a lot of sense to having these two cases heard
15 together, but I can't direct that because we need to hear what *RHA* say and what
16 Scania say. But I can see there's a number of permutations.

17 On the funding, so we've got those special conditions which need to be fulfilled, yes.

18 MR BREALEY: Then the parties just need to work out what -- I should say, just to row
19 back on what you've just said, sir, I don't believe that Scania is in the *RHA*.

20 THE CHAIR: It's not.

21 MR BREALEY: It's not, yes.

22 THE CHAIR: But it will make assumptions about levels of --

23 MR BREALEY: Correct, yes.

24 THE CHAIR: -- pass-on. If it's going to be -- I don't know. We'll see. Also, they're
25 meant to be liable for everyone anyway, and so it's not just them, is it?

26 MR BREALEY: No.

1 THE CHAIR: This is a joint and several liability basis.

2 MR BREALEY: It is. So we need also to go through the two documents just to work
3 out what should be protected on a confidentiality basis. That can be done very quickly
4 in the next few days. That is not a difficult task.

5 THE CHAIR: If I give a ruling today, is it confidential, paragraphs 2 to 5? I wouldn't
6 have thought so.

7 MR BREALEY: I'll be corrected. As far as I'm aware at the moment, there is nothing
8 in this witness statement which --

9 THE CHAIR: Yes, okay.

10 MR BREALEY: That's the way -- that's why we did it. It was just --

11 THE CHAIR: Yes, that's fine.

12 MR BREALEY: Yes. (Pause)

13 THE CHAIR: Okay.

14 MR BREALEY: Could I just impress upon the tribunal, and just for good order, that
15 the parties have always been upfront with Scania that funding had not -- when the
16 claim was filed, funding had not been --

17 THE CHAIR: You've explained the reason why, because you are up against the clock
18 on limitation.

19 MR BREALEY: Yes.

20 THE CHAIR: You've got two years from 1 or 2 February 2024, and you say you're
21 within time.

22 MR BREALEY: Correct, and --

23 THE CHAIR: They say you're not within time, because they calculate the starting point
24 for the two-year clock substantially earlier than that.

25 MR BREALEY: Well, you'll have seen in correspondence --

26 THE CHAIR: Yes, they say you are time-barred already.

1 | MR BREALEY: They say that we are -- it's not quite clear whether it's a time bar, or
2 | the Brexit regulations extinguish the claim.

3 | THE CHAIR: Exactly. Yes, and whether or not --

4 | MR BREALEY: Whether that's a time bar or --

5 | THE CHAIR: All of that can be addressed further down the line.

6 | MR BREALEY: Correct.

7 | THE CHAIR: For the purposes of, for example, the amendment application, and also
8 | the service out, we're really looking at a relatively low threshold.

9 | MR BREALEY: Yes.

10 | THE CHAIR: And whatever we may say today is clearly not going to be binding on
11 | Scania, because this is ex parte --

12 | MR BREALEY: No.

13 | THE CHAIR: -- and there's a lot of issues that can be looked at when the tree is
14 | shaken at the CPO stage.

15 | MR BREALEY: Yes. For example, I mean, Scania's solicitors wrote last night. You
16 | may not have --

17 | THE CHAIR: I haven't seen that.

18 | MR BREALEY: There is an issue. They say it would be an abuse of process to stay
19 | the HCCL case.

20 | THE CHAIR: Well, I might need to look at that, then.

21 | MR BREALEY: We may need to look at that. But in my submission, you don't have
22 | to look at it. We can look at it, because that is what the tribunal normally does when
23 | two parties have avoided a carriage dispute. There is clear precedent that one
24 | proceeds and the other one is stayed, but that is an example of -- we can draft the
25 | order so they can apply to have the stay lifted and be dismissed. But that can be done
26 | at a later stage.

1 THE CHAIR: Yes.

2 MR BREALEY: Because that will involve -- I mean, again, Scania are doing it from
3 the sidelines to a certain extent, but I draw it to your attention because this is ex parte,
4 but this is the sort of thing that can be done.

5 THE CHAIR: What we'll do -- look, to make it more manageable and more likely that
6 you'll get a decision today, we'll break up the various applications and deal with them
7 one by one.

8 The first one is the amendment application. Should we deal with that now? Because
9 I see where we are on the funding.

10 MR BREALEY: Okay.

11 I just wanted to impress upon the tribunal, though: in Fieldfisher's letter of
12 27 March -- we don't have to pick it up -- which is at volume 7, page 65, Fieldfisher
13 said, "This claim has been filed. Please don't incur any costs".

14 THE CHAIR: I've seen that. But, look, Fieldfisher are a proper outfit. They know what
15 the problems have been on the *Sciallis* case, because that's all out in the open, and
16 the defendants have been told in the past that they should be ready for CPO hearings,
17 so they spend some money to getting [ready] at a relatively early stage once they're
18 notified of a claim. But where there's a funding issue, the tribunal doesn't really want
19 them to start incurring those costs, when there's a funding issue, until it's been
20 resolved.

21 MR BREALEY: Right, and that's what Fieldfisher said. Actually, it envisaged what the
22 tribunal said in *Sciallis*, in paragraph 81.

23 THE CHAIR: Hindsight is a wonderful thing, and these things happen. But insofar as
24 the lessons coming out of that, you'd expect Fieldfisher and Edwin Coe to sort of pick
25 up. I don't really think there's much of a risk of huge sums being spent at this stage
26 when you've warned them pretty early on that there's still this funding issue.

1 | MR BREALEY: Yes.

2 | THE CHAIR: So if you needed -- unless you clearly do need -- permission to serve
3 | out on at least two of the defendants, that's going to take time.

4 | MR BREALEY: Yes.

5 | THE CHAIR: You know, if they want to play "you've got to go through the formal route",
6 | it can take six months. It can take four months. Sometimes it can take two months,
7 | but you never know which, and it depends from country to country, and what the state
8 | of the amount of work they've got.

9 | MR BREALEY: And it costs hundreds of thousands of pounds in translation costs.
10 | Can I move on to the application to amend?

11 | THE CHAIR: Let's deal with that now.
12 |

13 | Application to amend by MR BREALEY

14 | MR BREALEY: You'll have seen it from the skeleton.

15 | THE CHAIR: Yes.

16 | MR BREALEY: We deal with this in the skeleton at paragraph 6, where we set out the
17 | main changes. We set out changes in 6(a) to (f). Really, I think it's best, if we can
18 | wrap it all up, to have a look at the claim form.

19 | THE CHAIR: I'm trying to find your skeleton again. Just give me one second. (Pause)

20 | MR BREALEY: We don't need to go to it at the moment, because what I was going to
21 | do is do it by reference to the claim form.

22 | THE CHAIR: I do want to look at your skeleton before I rule anything again.

23 | MR BREALEY: This is at page 4, paragraph 6.

24 | THE CHAIR: Yes, I've read all of that. That's fine.

25 | MR BREALEY: Yes.

26 | THE CHAIR: On this letter that you've got that came last night, can I look at that now,

1 | just in case it has any impact on the application to amend? Is it in some bundle or is
2 | it loose, or --

3 | MR BREALEY: I don't think this has got anything to do with the application to amend.

4 | THE CHAIR: Okay.

5 | MR BREALEY: It's got something to do with the application to stay.

6 | THE CHAIR: Right. We'll come back to that, then. Okay.

7 | MR BREALEY: The application to amend is at paragraph 6.

8 | THE CHAIR: Yes.

9 | MR BREALEY: Really, the best way of looking at the amendment is to look at the
10 | amended claim form, which is in the core bundle, volume 1, and it starts at page 49.

11 | THE CHAIR: We've read that.

12 | MR BREALEY: Well, then ... (Pause)

13 | THE CHAIR: Let's deal with that now, then.

14 | MR BREALEY: The amendments are --

15 | THE CHAIR: I've got your amendments. You say it's all at paragraph 6.

16 | MR BREALEY: Yes.

17 | THE CHAIR: Then we've looked at the amendment. I'll give my ruling on amendment
18 | now.

19 | (10.54 am)

20 |

21 | Ruling on amendment (submitted to the tribunal for approval)

22 | (10.59 am)

23 | THE CHAIR: That deals with the amendments.

24 | I think the next issue that might be sensible to look at is the stay point, shall we? On
25 | that, I'd like to have a look at this letter that you are referring to.

26 |

1 Application to stay by MR BREALEY

2 MR BREALEY: This is a 16 July 2026 letter. It came in late yesterday evening.

3 THE CHAIR: Yes.

4 MR BREALEY: I don't know whether you have a volume 9.

5 THE CHAIR: I've got a volume 9, yes.

6 MR BREALEY: Apparently it is page 12.5. (Pause)

7 Page 12.5. I'm not quite sure what it's (inaudible) on to.

8 THE CHAIR: Okay. I've got the letter now, yes.

9 MR BREALEY: This has come in. It deals with limitation, but we don't need to deal

10 with that, because Scania have said they will set out their arguments in full later on.

11 Then at 4:

12 "We note from paragraph 5(d) of your 15th of July ... and have reached agreement to

13 avoid a carriage dispute. We would be grateful for a copy of the tribunal's directions

14 of 17 June.

15 "That proposal is impermissible and would amount to an abuse of process. The

16 appropriate course. if HCCL does not wish to advance its application ... seeks to avoid

17 having to fight a carriage dispute is for its certification application to be withdrawn

18 immediately." and it gives reasons. [as read]

19 In my submission, if Scania are going to pursue an abuse of process point for these

20 reasons, then we need to have a discussion about it. All I'm asking at the moment is

21 that the HCCL claim be stayed. If Scania object to it being stayed for these reasons,

22 then we need to have a discussion about it. I repeat what I said a few moments ago,

23 that I'm actually quite surprised by this approach.

24 THE CHAIR: I wouldn't be surprised by it.

25 MR BREALEY: This is misconceived.

26 THE CHAIR: Yes. You can say it's misconceived, but I wouldn't be surprised.

1 | MR BREALEY: Well, it's misconceived because a stay of one of the claims is what
2 | the tribunal does in a carriage dispute.

3 | THE CHAIR: Well, that's what's happened in previous cases, isn't it?

4 | MR BREALEY: Yes. So what Scania will have to do is say, "Well, the previous
5 | practice should be abandoned", and that the HCCL case should be withdrawn, or
6 | whatever. But there are often good reasons why one of the cases in claims in the
7 | carriage dispute is stayed, and it won't be indefinite. But if, for example, Scania at the
8 | CPO of the Le Patourel claim objects for some reason and it is not certified, and that
9 | is specific to the Le Patourel claim, then it may well be that the HCCL claim can be
10 | resurrected, stay lifted; but it is important for HCCL to have a stay and not withdraw
11 | because of the limitation period. If it is abandoned now, that is the end of it. You can't
12 | resurrect it. So there is a Damoclean sword hanging over HCCL because of the
13 | limitation period.

14 | THE CHAIR: Okay. Let's look at your skeleton on this.

15 | MR BREALEY: The stay is supported by --

16 | THE CHAIR: I've read the two witness statements. I understand where we are.

17 | On your skeleton, let's just see where you deal with it. You're avoiding the carriage
18 | dispute, of course.

19 | MR BREALEY: It's at paragraph 22. They say that, "The stay is the inevitable
20 | consequence of the agreement to avoid a carriage dispute". They have agreed that
21 | the JLP claim continues with the amendments, which necessitate --

22 | THE CHAIR: Where are you reading this from?

23 | MR BREALEY: I beg your pardon. It's page 11, paragraph 22.

24 | THE CHAIR: Yes.

25 | MR BREALEY: It's a stay probably for the short term or medium term. It is supported
26 | by Mr Mason in his witness statement and it is consistent with the practice of the

1 | tribunal to date, and Scania are not prejudiced by it, because they will have liberty at
2 | some stage to have the stay --

3 | THE CHAIR: Well, they can apply to get it lifted.

4 | MR BREALEY: Yes.

5 | THE CHAIR: Then, if appropriate, the proceedings dismissed on whatever ground
6 | they want to have it dismissed on.

7 | MR BREALEY: Correct.

8 | At this stage, we're simply complying with what normally happens in a carriage
9 | dispute. Parties should be commended, really, for saving costs of the carriage dispute
10 | and getting, to a certain extent, this over the line. (Pause)

11 | THE CHAIR: Right. Are you happy with that?

12 | (11.05 am)

13 |

14 | Ruling on stay (submitted to the tribunal for approval)

15 | (11.10 am)

16 |

17 | Application to serve out by MR BREALEY

18 | THE CHAIR: So we've dealt with the stay application. What's left now?

19 | MR BREALEY: It's the application to serve outside ...

20 | THE CHAIR: The application to serve out, yes.

21 | MR BREALEY: That's in the skeleton at paragraph 8.

22 | THE CHAIR: Yes. The application to serve out we've got -- the principles are fairly
23 | clear. You set them out in your skeleton, "Does the claim raise a serious issue to be
24 | tried?", and obviously we know what the Trucks cases are about.

25 | We've looked at Robinson's report, and he comes up with a figure, what he thinks is
26 | a range of 50% to 75% pass-on. It seems to be higher than the other expert, in the

1 HCCL claim. Clearly there's going to be scope for a lot of argument as to the level of
2 pass-on, but at this stage I can just see that there's at least a plausible methodology,
3 in case that there was pass on to a significant -- I don't think that it's a simple exercise.
4 It's not a simple exercise, because hauliers are not a homogeneous group like you see
5 in some of these cases. You know, you have one-band outfits at one level, and then
6 you have some of the major entities which are a lot more sophisticated. You have
7 some that just say, "This is our terms", and that's it. There are others where you
8 negotiate things on a specific, ad-hoc basis. So it's not as easy as it may seem when
9 you look at the Robinson report, but it's plausible for current purposes.

10 MR BREALEY: Yes, I mean, it will be one of the questions raised by Scania, "How
11 are you going to prove pass on?", and the answer is, "By empirical evidence". You
12 have seen the (overspeaking) --

13 THE CHAIR: I've seen how he's put it.

14 MR BREALEY: Also probably by an industry expert, which will explain how truck
15 hauliers price, because they do tend to price by the mile or the kilometre. So, what is
16 the rate? Well, it is a rate per mile. What the haulier does is add up all the costs and
17 then divide it by the distance. Obviously, we'll be looking at that. Quite a few hauliers
18 price on a cost plus basis.

19 THE CHAIR: Yes.

20 MR BREALEY: But clearly, as you rightly say, sir, we will have to drill into how hauliers
21 price.

22 THE CHAIR: Or how different types of hauliers price. Yes, exactly.

23 MR BREALEY: You'll have seen that in the RHA case, pass on is an issue. You have
24 also seen that in previous cases Scania itself has said that there's pass on. So pass
25 on is a serious issue to be tried. (Pause)

26 (11.14 am)

1
2 Ruling on service out (submitted to the tribunal for approval)
3
4 (11.30 am)
5 THE CHAIR: Mr Brealey, so anything else you'd like to pick up?
6 MR BREALEY: That's very fair (overspeaking).
7 THE CHAIR: Shall we look at the wording of the order, then?
8 MR BREALEY: We'll sort out the wording of the order.
9 THE CHAIR: You can sort it out, and then if you can give it to the registry. Then,
10 hopefully, I've said so little today that we should be able to get the ruling out today,
11 and we'll go from there.
12 MR BREALEY: I'm grateful. Thank you very much.
13 THE CHAIR: Thank you to the solicitors for having all the documents in order in a form
14 that I can read, and it's very, very convenient. It makes our job so much easier when
15 the paperwork's all there and all the evidence is there.
16 Okay, we'll rise now. Thank you very much.
17 MR BREALEY: Thank you.
18 (11.31 am)
19 (The court adjourned)
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Key to punctuation used in transcript

--	Double dashes are used at the end of a line to indicate that the person's speech was cut off by someone else speaking
...	Ellipsis is used at the end of a line to indicate that the person tailed off their speech and did not finish the sentence.
- xx xx xx -	A pair of single dashes is used to separate strong interruptions from the rest of the sentence e.g. An honest politician - if such a creature exists - would never agree to such a plan. These are unlike commas, which only separate off a weak interruption.
-	Single dashes are used when the strong interruption comes at the end of the sentence, e.g. There was no other way - or was there?