Kucukkoylu v Ozcan [2014] EWHC 1972 (QB)

Queen's Bench Division, Leeds District Registry

Judge Gosnell

30 June 2014

Contract — Enforceability — Certainty of terms — Implied term — Winning lottery ticket purchased — Purchase involving both claimant and defendant — Dispute arising regarding ownership of winnings — Whether parties entering contract with term that winnings should be shared equally or alternatively such term should be implied.

Judgment

JUDGMENT: APPROVED BY THE COURT FOR HANDING DOWN (SUBJECT TO EDITORIAL CORRECTIONS)

JUDGE GOSNELL:

1. Overnight on 29th January 2012 the Defendant, Fatih Ozcan had a dream. In his dream he dreamt that he was holding a large bundle of cash and standing in front of him was the Claimant, Hayati Kucukkoylu, his employer. The Defendant is a strong believer in the power of dreams and interpreted this to mean that he and the Claimant would win the lottery. On 30th January 2012 a ticket was bought for the Euromillions Lottery which won the raffle prize of £1 million. Surprising though this history may be, it is not substantially disputed. What is disputed is who bought the ticket and who is entitled to the winnings.

2. **The National Lottery : Euromillions**

The Euromillions is part of a suite of lottery tickets made available to the public by the National Lottery. Euromillions is drawn twice each week on a Tuesday and Friday. The Euromillions jackpot is variable and depends upon the number of players and the frequency with which the jackpot is won. However, in each draw there is a guaranteed £1million prize for a UK player by way of the UK Millionaire Raffle. Each play automatically enters the player into the UK Millionaire Raffle. For instance three plays would enter the player three times into the Raffle.

3. The following is the procedure to play one of the draw-based games on National Lottery:

i. Obtain from the retailer a play slip. There is a separate play slip for each game.

ii. Select the relevant numbers. Each play for Euromillions required the player to select five numbers from the main board, with numbers of 1 to 50 and to select two Lucky Star

Numbers from 1 to 11. Each play is known as a Board, and on a Euromillions play slip there could be five such plays from Board A to Board E. As opposed to selecting specific numbers, the player could opt for a Lucky Dip from the main board which then results in the retailer's terminal making a random selection of numbers for the player.

iii. The player then presents the play slip to the retailer and pays the relevant cost.

iv. The retailer will enter the numbers selected from the play slip and provide the player with the ticket.

v. The player has the option to put his name and address and sign the rear of the ticket if he wishes to do so although this is not a legal requirement.

4. **The Claimant's case:**

The Claimant claims that on Monday 30th January 2012, he attended at the restaurant which he jointly owns with his brother as usual. He was sitting at a table in his restaurant with a friend, Erdal Ozturkce. He claims that he was not a regular lottery player. That evening he was spoken to by the Defendant, who was at work, to the effect that the Defendant had had a dream that the Claimant had won the Euromillions and the Defendant prevailed upon the Claimant to play. The Claimant decided to play and the Defendant attended at the nearby retailer, (Budgens) in the vicinity to the restaurant, to obtain the play slips. The Defendant returned from the store with the play slips and gave the play slips to the Claimant. The Claimant selected three plays on Euromillions (£2 a play) and three plays on the Lotto (£1 a play). After completing the play slips at the table, the Defendant came over and looked at the slips. The Defendant was a regular player and noted the marks made upon the play slip were not sufficiently clear in order to be read by the retailer's terminal and took a pen and made the markings clearer.

5. The Claimant then went with the Defendant to the restaurant till and the Claimant removed the necessary funds (£9) to pay for the Claimant's ticket and the Defendant took the play slips and the money to the retailer and entered the draw. The Defendant immediately returned to the restaurant and gave to the Claimant the relevant tickets. The Claimant told the Defendant to put the receipt back in the till receipt box. (Members of staff would often purchase items for the benefit of the restaurant from the Budgens Store and when such occurred, money would be taken from the till to pay for the items and then the receipt for the items would be placed in the till receipt box.) Unbeknown to the Claimant at the time, the Defendant retained the receipt. The Claimant claims that there had been no discussion or agreement as to sharing the ticket. The ticket was the Claimant's, paid for by the Claimant. The Claimant contends he is solely entitled to the successful Millionaire Raffle prize based upon this ticket.

6. **The Defendant's case**

On the 30th January 2012 the Defendant told the Claimant and others about the dream he had in which he and the Defendant won a large sum of money. The Defendant and Claimant agreed, either explicitly or impliedly, to jointly purchase two National Lottery tickets and the Defendant went to the nearby retailer and purchased one Euromillions ticket and one Lotto ticket. The Defendant claims that the Claimant filled in Board A on both the Euromillions draw and the Lotto

draw and he filled in Board B. Board C was completed as a lucky dip on each game. The Defendant's case is that he chose his numbers carefully from numbers which were either lucky or had a particular resonance for him. He denies that he merely went over the Claimant's markings to make them more legible. The Defendant's case is that the Claimant gave him one half of the cost (£4.50) from the till in the restaurant. The Defendant contends that with the agreement of the Claimant, the Defendant retained the receipt and the play slips with the Claimant retaining the tickets. He denied that he was told to place the receipt in the till receipt box. The Defendant accordingly contends he is entitled to one half of the proceeds of the lottery win, in accordance with the parties' agreement.

5. **The evidence**

The Claimant gave evidence that on 30th January 2012 he was working in the restaurant as usual and, having worked in the kitchen for a while, came out and sat at a table with his friend Erdal Ozturkce. He said that around 10pm the Defendant, who was one of his waiters, came over and suggested that the Claimant should do the lottery as he had dreamt the night before that the Claimant had won it. The Claimant said he reluctantly agreed to do both Lotto and Euromillions and asked the Defendant to go to the local shop to obtain the necessary play slips. The Defendant returned with both slips and briefly explained to the Claimant how to complete them. The Claimant completed Board A and Board B of both games selecting Board C as a lucky dip. He chose some of his favourite numbers including his age at 46 and his friend's car registration number of his home town (27). His evidence was that the Defendant chose none of the numbers. During his evidence he introduced some new evidence. He said that by mistake he had filled in six numbers on the Euromillions ticket rather than five and one ticket had to be discarded and another one completed. He introduced this evidence in an effort to explain why the Defendant appeared to be taking some time on the CCTV hunched over the tickets with a pen in his hand. The other explanation was that the Defendant had said the marks were not clear enough to be picked up by the computer so he went over the marks with a pen to assist the Claimant. The play slips which had been produced by the Defendant and appeared in the trial bundle did not appear to show any additional markings but the Claimant denied that these were the original play slips and contended that the originals must have been discarded and new play slips created for the purpose of this claim. Again, this allegation had not seen the light of day until the Claimant went into the witness box.

6. The Claimant stated that he then went to the till with the Defendant and gave him £9.00 which was the correct fee for the two games and asked him to go to the shop to buy the tickets. The Claimant contends there was no discussion about sharing the ticket or the winnings. On his return the Defendant gave the Claimant the tickets. The Claimant says he asked for the play slips but the Defendant said he had left them in the shop. The Claimant says he asked the Defendant to put the receipt in the till receipt box and presumed he had done so. The Claimant did not actually check the tickets until 8th February 2012 when he went into the shop and discovered that he had the winning ticket which was the £ 1 million raffle ticket supplementary to Euromillions Board B. He returned to the restaurant and called his brother who telephoned Camelot (the operator of the lottery) to make arrangements to make a formal claim and arrange presentation and payment. That evening various employees came to the restaurant to congratulate the Claimant on his win. Later the same evening the Defendant arrived with the Claimant's son Yasin and his friend Ahmet Ababa. The Claimant's evidence was that all his employees were congratulating him including the Defendant and no-one questioned whether the ticket had been bought by him or jointly with the Defendant. He denied that the Defendant had

challenged him about this or that he had asked to compare the winning ticket with the play slips that the Defendant had retained. That evening the Claimant received a series of texts from the Defendant which he replied to. He gave evidence that the content of the texts were somewhat confusing but he felt that the Defendant was congratulating him on his win and hinting that perhaps he should receive some gift or tip. On 9th February 2012 he saw the Defendant again in the restaurant when he sat at a table with him for some time and the Defendant apologised, kissed his hand and hugged the Claimant.

7. On 11th February 2012 the police arrived at the restaurant and arrested the Claimant as a result of a complaint of theft made by the Defendant. He was taken to the police station where he remained in total for about nine hours. He was interviewed in English in the presence of a solicitor. He said that the police had told him that it would take another nine or ten hours to get an interpreter so he decided to proceed without one. He was eventually released and discovered that the Defendant had left the grace and favour house he provided for his employees without leaving a forwarding address that morning. On 16th February 2012, another employee Bayram Eryilmazlar told him that he had been offered £70,000 by the Defendant to give evidence in his favour. The Claimant did not believe Bayram Eryilmazlar at first until he volunteered to write down a statement in his own handwriting and have it witnessed by his employee colleagues. He denied that he had ever tried to threaten the Defendant or his family and denied that he had offered the Defendant any money to drop his claim either directly or through others.

8. In cross-examination the Claimant was shown the CCTV recording of him filling in the play slips and he was asked about conversations he was seen having with both the Defendant and Bayram Eryilmazlar. It was suggested to him that these conversations suggested collaboration with the Defendant but he said the purpose of both conversations was to admonish both of them for giving free drinks to females the previous evening. Given the length of time he had been in the restaurant that day (since late afternoon) I felt that was inherently unlikely. Whilst he had been in the kitchen for some time his witness statement confirms he managed front of house when the restaurant opened which would have given him ample time to deal with disciplinary issues. The Claimant was asked why he had never mentioned before that one of the slips had to be discarded because it was incorrectly completed and that the play slips which all parties had assumed were accepted to be the genuine play slips from that night were now alleged to be forgeries but he was unable to give an explanation.

9. When the Claimant was interviewed on 11th February 2012 very shortly after these events he appears to have told the police that he gave the Defendant £20 from the till to buy the lottery tickets which would have cost £19.00. He suggested that he thought the police were asking him about a shopping trip he had taken with the Defendant earlier that day but the record of interview and question which preceded this reply did not suggest this. The figure of £19.00 was also consistent with another reply he gave concerning the number of tickets he had bought. The Claimant appears to have told the police that he played three games: one game of Euromillions with five lines; one game of Euromillions with three lines; and one game of Lotto with three lines. The correct fee for these three games would evidently amount to £19.00. He denied he had said this and said he must have been mistakenly recorded by the police due to his unfamiliarity with the English Language and the stress he was under. It was put to him that when the Defendant asked to see the winning ticket on 8th February 2012 the Claimant showed him a ticket with five boards played indicating that this was the joint ticket they had bought on 30th January 2012 (which had not won). The Claimant denied he had played a further ticket on 30th January 2012

with five boards played and that the Defendant had questioned him at all on 8th February 2012. He also appears to have suggested to the police that the Defendant bought lottery tickets for other employees at the same time.

10. The Claimant was extensively questioned about how he would record payments which he made from cash from the till. The questioning was intended to discover if he would record all payments made or only those payments made which were proper business expenses. After a total of 35 minutes questioning by Defendant's counsel no clear picture emerged from the Claimant's evidence, as he had given a number of contradictory responses. He contended that it was his role to do the practical work in the restaurant and his brother Mithat was responsible for liaison with the accountant and other financial recording. Whilst I accept that is probably true it did seem to me unlikely that the Claimant would not understand the difference between business and personal expenditure and how they should be treated in the records of the business. The Claimant contended that if he took any money from the till he would record it on the weekly takings sheet. The Claimant was asked a number of questions about entries on the takings sheets which appeared to be inconsistent with known facts but he merely repeated that he did not deal with the financial and record keeping side of the business. I will deal with these inconsistencies later in this Judgment but the Claimant could provide no effective explanation why the records showed that the Defendant continued to be paid until early April when in fact the Defendant had left the business on 11th February 2012.

11. The Claimant was asked why he had chosen the particular numbers he had in particular on Board B. He said he had chosen 27 at his friend's (Erdal Ozturkce) suggestion which is the City car plate number for his home town. He was asked his date of birth as part of this process and he replied that although it said 25th May 1967 on the police records in the trial bundle he had in fact been born a year earlier. He therefore was 46 in February 2012 and not 45 as he would have been had the date given to the police been accurate. This was used to justify his choice of 46 as a number on Board B and he blamed inaccurate record keeping in Turkey for the disparity. I found this explanation wholly unconvincing and quite extraordinary that it would emerge for the first time during cross-examination at trial. He was then asked to read the statement of truth in English given that he had signed his statement in English without it being translated to him. He said he understood what it meant but he did not understand what the English word “are” meant. He then had to suffer the embarrassment of discovering that he appeared to have used the same English word voluntarily in his interview with the police at least five times. He again blamed the absence of an interpreter during his police interview. It was suggested to the Claimant that he had sent various people to intimidate or persuade the Defendant to drop his claim but he denied this.

12. The Claimant was supported in his evidence by Erdal Ozturkce who was the friend who was present at the table when the play slips were filled in. He supported the Claimant's version of events in its entirety so far as he could witness it. He accepted he was in partnership with the Claimant in a restaurant in Turkey and had been appointed a director of the Claimant's York restaurant in April 2013 but said no incentives had been given to him to give evidence. Although I might have expected him to be able to give evidence in English as he met his English wife in 2001 and married her in 2002 arriving in this country shortly afterwards he gave evidence through the interpreter throughout and contended that his evidence had been provided in Turkish to the Claimant's solicitor and then translated into English. He sought to contend that he had actually written his statement in Turkish and had then read the translated version and checked and signed that, discarding the Turkish version of his statement thereafter. As this

seemed inherently unlikely Ms Edhem asked the witness to read paragraph 5 of his statement in English and translate it for the interpreter to re-translate it back to English. He successfully performed this task but when asked to do the same with paragraph 9 of his statement he added some additional evidence which was not actually in his written statement. The evidence he added was that the Claimant had wrongly filled in one of the play slips by entering six numbers rather than five resulting in the play slip being discarded and a new one completed. This was of course evidence that the Claimant had introduced for the first time in the witness box and was contained in neither the Claimant's nor the witness' statement. It was almost as if he was seeking to make sure he introduced this evidence at some stage, but clearly he did so at the wrong time.

13. He conceded that he did not know whether the Claimant had played the National Lottery before and was unable to explain why his witness statement referred to his “other usual Lotto one”. He confirmed that he had given the Claimant the number 27 as the usual registration plates for vehicles in his home city in Turkey. He denied having watched the CCTV footage at all before he saw it in court for the first time. He was unable to explain why his witness statement said “Hayati asked Fatih to put the receipt in the till of which according to the CCTV he failed to do” which of course suggested that he had seen the footage before making his witness statement.

14. The next witness was Ahmet Akbaba who was both an employee at the restaurant and a friend of both the Defendant and the Claimant's son Yasin at the relevant time. According to his witness statement he intended to give evidence about attending the celebration at the restaurant on 8th February 2012 and about a meeting he had with the Defendant on 10th February 2012. He said the Defendant had contacted him and asked him to come to his home. When he arrived the Defendant told him how he felt that as he had told the Claimant to buy the lottery ticket he thought he ought to be entitled to a share and he had reported the Claimant to the police alleging the ticket had been stolen. He advised the Defendant to retract his untruthful statement and waited with the Defendant at his request until the police arrived. By 3am they had not arrived and he left.

15. Co-incidentally this witness was also married to an English lady who he married in 2009. Again I was a little surprised that he chose to give evidence through an interpreter as again he accepted he spoke English to his wife at home. There was a similar line of cross-examination of this witness as again, despite professing not to understand English well, he had completed his witness statement in English without any translation. He conceded that the statement was taken by the solicitor in English without an interpreter. The witness contended that having arrived with Yasin and the Defendant on 8th February 2012 from Birmingham Airport there was no celebration at the restaurant. This was odd because his witness statement made clear that there was. Counsel for the Defendant put her case to him which included an allegation that on the evening of 10th February 2012 he had arrived with the Claimant's brother Mithat in a van and taken the Defendant for a drive to a car park outside Burger King. To my surprise he accepted this had happened even though it was not mentioned at all in his witness statement. His explanation for Mithat being present was because the witness needed a lift but this did not explain why he did not just get out of the van and go into the Defendant's house to talk to him as he said the Defendant had requested. He denied any intimidation took place but other than that his evidence appeared to support this part of the Defendant's case. He never mentioned the meeting referred to in his witness statement until he was recalled to give evidence somewhat later by counsel for the Defendant. He then appeared to suggest that there was a second phone

call whilst he was at the restaurant when the Defendant again asked him to visit and the discussion set out in paragraph 10 of his witness statement took place. He had a very odd manner when he gave his evidence, appearing excessively relaxed and smiling or laughing inappropriately. It is fair to say that the Defendant produced his phone records which showed that no phone calls were made to the witness that night which prompted the witness to speculate that perhaps his battery was dead or he had no signal and the call had been made on a land line. This did not seem likely.

16. Ms Feride Mehmedova was a young lady who worked as a waitress and was working on 30th January 2012. Her witness statement said “I was aware from conversations that the Claimant had asked the Defendant to go and obtain the lottery slips and later to go and obtain and purchase the Claimant's tickets”. In the witness box she claimed she had actually heard both the Claimant and the Defendant converse. I have to say if this is what she told the Defendant's solicitor he would not have phrased the witness statement as he did which suggests some sort of second hand hearsay rather than witnessing direct speech. Her recollection when she made her statement on 25th September 2012 is likely to be better than her recollection now. She again gave her statement in English to the solicitor without an interpreter but preferred to give evidence through an interpreter. It was suggested to her that she had been the Claimant's girlfriend at the relevant time. She denied this and this part of her evidence appeared genuine.

17. Ms Nageswari Pichaykaranan was another waitress who was working on 8th February 2012. She gave evidence that she had photocopied the winning ticket on 8th February 2012. She also confirmed that she had worked at the restaurant from August 2011 to April 2013 and was colloquially known as” Dhini”.

18. The last witness for the Claimant was Turan Mete who was a chef. He also gave evidence through an interpreter although he had completed his witness statement in English. He said he had spoken to the Solicitor in Turkish and Mithat had translated to the Solicitor. When the Solicitor had prepared the statement Mithat had translated it into Turkish and he had signed the statement. Obviously, this process is very much dependent on Mithat accurately translating what was said and not enhancing or changing the witness' recollection. As I have not heard Mithat give evidence I cannot form a view whether the witness statement accurately reflects this witness' recollection. He was intended to give very limited evidence about the fact that there are no lottery syndicates amongst the staff and that he was surprised that the Defendant tried to suggest the winning ticket belonged to anyone other than the Claimant. He gave no reason for this view in his statement but in evidence through the interpreter gave the impression that he was determined to tell the full story which was likely to go well beyond his witness statement. He appeared to me to be very anxious to tell his tale, often speaking over the interpreter in an effort to get the story out. This had gone so far as to include evidence that he was in the vicinity at the time (less than a metre away) and had heard what both the Claimant and Defendant had said. He was nowhere to be seen on the CCTV recordings and counsel for the Defendant wisely stopped her cross-examination before the witness further embarked on what I suspect would have been perjured evidence. Counsel for the claimant with similar sagacity did not re-examine.

19. The Defendant gave evidence that he arrived in this country around 2000 having previously lived in Turkey where he was a friend of the Claimant's son Yasin. He worked for the Claimant in 2002 in a takeaway business and then at his restaurant for a period of about two years. He then returned the Midlands where he worked at a baguette shop and at the Hotel Du Vin for three to four years. He returned to work at the restaurant in York again in 2011 initially, he contended, as

restaurant manager. He described a fractious relationship with the Claimant and after two or three months he was demoted to waiter when Bayram Eryilmazlar became the manager. Since around 2004 he said he had played the National Lottery on a weekly basis. In the light of this history of direct contact with the public in a service industry I was surprised that he needed to give evidence through an interpreter. It transpired that he did not. He started giving his evidence in English and continued throughout, requiring the assistance of the interpreter on only one or two occasions. It had been discovered by the Claimant's legal team that the Defendant was advertising his services as an interpreter and so there was clearly no need for his evidence to be translated.

20. He described how he had a dream during the night of 29th January 2012 in which he was holding a large bundle of cash and the Claimant was standing in front of him. He took the dream to mean that if he purchased a lottery ticket with the Claimant they would both become winners of the large sum of cash in the dream. He mentioned his dream to his colleagues at work who were amused and sceptical about what he said. When the Claimant arrived at the restaurant that evening he told him about his dream and invited him to purchase a joint ticket with him. He said he used words to the effect of it being a “half and half” ticket. Whilst initially reluctant he said the Claimant finally agreed and he went to the Budgens Store to obtain the play slips, one for the Euromillions Lottery and one for Lotto. He said that he showed the Claimant how to complete the play slips and the Claimant chose and marked Board A whilst he chose and marked Board B and selected the Lucky Dip for Board C. He confirmed that Erdal Ozturkce was present at the table but he was dismissive of their efforts. He used numbers which had a particular resonance for him which he regularly used when playing the lottery. These included numbers 3 and 7 which he considered lucky, 27 which was his age, 37 which was his two lucky numbers combined and 46 which was his mother's age at the time. They also completed the Lotto play slip in similar fashion.

21. He gave evidence that he asked the Claimant for £4.50 which was one half of the total cost of the two games. The Claimant went over to the till and took out £4.50 which he gave to the Defendant. The Defendant then went to the shop next door and purchased the two tickets. On his return he gave the tickets to the Claimant and he kept the play slips and the receipt. On his return he said that the Claimant appeared to be playing another game asking Bayram to go to the shop on his behalf which he appeared to do with Bayram marking the ticket he had just purchased for the Claimant before handing it over.

22. On 8th February 2012 the Defendant related how he had been to Birmingham Airport with Ahmet Akbaba to pick up the Claimant's son Yasin. They were actually parked behind the restaurant when he received a call from Bayram to say that the Claimant had won £1 million on the lottery. The Defendant said he was concerned by this as he thought that they had won the lottery together. There were others present when they entered the restaurant and when the Defendant congratulated the Claimant he merely said “thank you”. The Defendant asked to see the winning ticket and was shown the photocopy of a ticket with three boards played which appeared to be the ticket which had been jointly completed on 30th January 2012. The Defendant says that he challenged the Claimant by saying that it was their joint ticket, but the Claimant produced another ticket which he claimed was their joint ticket. This ticket however had five boards played and so the Claimant knew it was not their joint ticket. The Defendant said he told the Claimant that was not their joint ticket and he then produced the play slips to prove it. These were handed round the various people present to inspect and eventually returned to the Defendant by Bayram Eryilmazlar. The Defendant said the Claimant appeared angry with him

for challenging him and so he decided to leave. He claimed that on his journey back to the shared lodgings Ahmet Akbaba and Yasin offered him inducements to keep quiet.

23. That night he said he felt worried that he had annoyed the Claimant who was both his employer and owned the flat he stayed in. He then began an exchange of text messages with a view to calming him down. He was also attempting to find out whether the Claimant would give him his share of the winnings whilst at the same time trying not to anger him. I will deal with the content of the messages later in this Judgment. On the following day he met the Claimant at the restaurant and the Claimant invited him to sit down and have some food, which was unusual. The Defendant was aware that the Claimant was due to receive the money on 10th February 2012 and his preliminary enquiries with both Camelot and the Police had revealed that where there was a dispute about who had paid for the lottery ticket it was a civil matter which had to be resolved between the parties. He therefore telephoned the police that morning and reported that the Claimant had stolen the winning ticket from his jacket pocket. He accepts this allegation was untrue and he knew it was untrue at the time he made it. Later that morning he made the same untrue allegation to Camelot via the Lottery Helpline. By the time he visited the restaurant the Claimant had become aware of the allegation which had been made which had resulted in meeting to hand over the cheque being cancelled. The Defendant claims the Claimant was angry, abusive and threatening. The Defendant then made a statement to the police in which he confirmed the allegation of theft of the ticket. He now accepts it was wrong to make this allegation but he was desperate to avoid the Claimant effectively stealing from him his 50% entitlement.

24. After giving his statement to the police he decided he had to leave York and he texted Mithat, the Claimant's brother, to say he would be spending only one more night at the shared house. He said that Mithat telephoned him and arrived in his van asking him to get in. He was driven to Tesco's car park with Mithat and Ahmet Akbaba where he was encouraged to take whatever the Claimant was offering and drop his claim. The Defendant said he felt intimidated. Later that evening Ahmet Akbaba arrived at the shared house and, together with Turan Mete who was already present attempted to persuade him to withdraw his statement. Again, he reported feeling threatened. He left York the following morning and returned to the Midlands. On 13th February 2012 he agreed to meet Bayram Eryilmazlar at the Hotel Du Vin in Birmingham. He was conveying an offer on behalf of the Claimant to pay the Defendant £150,000 to drop the charges. This was then increased to £200,000 coupled with a threat to kill the Defendant and his family in Turkey if he did not co-operate. The Defendant claims he has been very concerned by these threats.

25. In cross-examination the Defendant was placed in the invidious position of having to concede that he had lied to both Camelot and the Police. He had suggested to both that he had played the lottery using his own numbers and his own money and that his boss from work had stolen the ticket from his jacket pocket. He also had to concede that this was done not only on 10th February 2012 but also subsequently in a more detailed interview he had with the police on 22nd February 2012. He tried to minimise this by describing it as “a story with the true facts but with a little bit of wrongful allegation” but he also conceded “I made up a story to stop him stealing from me”. His evidence was that he had told both the police and Camelot the true story previously but both of them had told him that it was a civil matter and Camelot had advised him to get a lawyer. He did not follow that advice immediately but gave both Camelot and the Police information he knew was untrue in order to stop the Claimant receiving all the winnings and transferring the money immediately to Turkey as he told the Defendant he intended to do when

they conversed on 9th February 2012. He also said he was fearful for his safety and he thought getting the police involved would help to protect him. Whilst he tried to suggest that he told his lawyers the truth an objective assessment of the letters written by both his first and current lawyers in April and May 2012 showed that he still appeared to be asserting that he had chosen the numbers and paid for the ticket himself. His evidence was that at this stage he could not remember whether in fact the Claimant had made a contribution to the ticket price and that he had actually chosen the winning numbers personally. I have to say that the letters written do not reflect his current version of events. He was also shown the CCTV footage of the meeting on 9th February 2012 in order to show that during the 40 minute conversation with the Claimant, including the embrace, he did not seem frightened or intimidated. The Defendant claimed he was trying to calm the Claimant down and kissed his hand when the Claimant asked him to show some respect.

26. It was put to him that he appeared to have told the Police that both completed boards represented numbers which he considered lucky. He contended that argument related to the second board only (which he had actually completed) but his statement to the police certainly read as if he were referring to both boards. He also said that whilst he used all of the lucky numbers regularly he rarely chose them all together and usually perhaps only three of them on any one board. He had to concede, for example that he did not always use the number which represented his mother's age. Whilst watching the CCTV he pointed to the moment where he felt the Claimant was about to give him a Ten Pound Note and he persuaded the Claimant to give him the exact money being £4.50. He also mentioned a conversation he had with Turan Mete but there was no sign of on the CCTV at this point in time.

27. He was asked why he had not written his and the Claimant's name on the back of the ticket. His evidence was that it had not occurred to him to do it at first but when he suggested it to the Claimant he was asked “Why, do you not trust me?” When asked about the exchange of texts on the evening of 8th February 2012 he said his main motive was to calm the Claimant down as he had been so angry when he challenged him about the joint ticket earlier. He denied he was merely asking for a gift and mentioned the dream to remind the Claimant about why they had played together. He confirmed that the word Guduk in Turkish means “short arse” in a disrespectful way. This is how he was recorded on the Claimant's phone.

28. The final witness in the case was Bayram Eryilmazlar who was the restaurant manager at the time and who had made two witness statements in these proceedings, one for each party. He had also made a handwritten statement at the behest of the Claimant and a statement to the Police. In his evidence he confirmed his final witness statement made on 28th August 2013 represented his evidence to the court although in fairness he stood by almost all of his statement to the Police. His final statement runs to some twelve pages and is very detailed but for reasons which will appear later in this Judgment I intend to deal with it briefly. He supports the Defendant's case in the following respects; He gave evidence that the Defendant told him about a dream he had the previous evening where he won the lottery playing with the Claimant. He said that the Defendant approached the Claimant to ask him to play the lottery jointly. The Claimant agreed to do so and the witness advised the Claimant how to fill in the playslips. He saw the Claimant hand over £4.50 in coins to the Defendant. .Later the same evening he played another five board game for the Claimant at his request for £10.00 and he wrote the Claimant's name on the back of this ticket.

29. On 8th February 2014 Mr Eryilmazlar said he was present when the Defendant arrived after

the Claimant discovered he had won the lottery. He said the Defendant asked to see the winning ticket and the Claimant produced a ticket with five boards that he noticed had the Claimant's name written in the witness own handwriting. The witness had already noticed that when Mithat was reading out the winning numbers over the phone he was doing so from a three board ticket. He looked at the play slip which the Defendant had retained and realised it was the winning ticket. He was urged by Mithat to throw the ticket into the fire but refused to do so. He confirmed when the Defendant continued to challenge the Claimant about the ticket he became angry and threatening and ordered the Defendant to leave. He confirmed a brief meeting between the Claimant and the Defendant on 9th February 2012 and that on the evening of 10th February 2012 Mithat, Turan and Ahmet were all attempting to persuade the Defendant to retract his statement. He said that a few days later he was instructed by Mithat and the Claimant to go to Birmingham to meet with the Defendant and offer him £150,000-£200,000 to drop his case which he did.

30. The witness was robustly but properly cross-examined about his previous inconsistent statements. His statement to the Police was made on13th March 2012 and in fairness to him was similar to his final statement. He recognised that he had made a mistake in this statement where he stated that he had not played the lottery that night. He had thought the incident where he played the lottery for the Claimant was three days later but said that when he examined the ticket subsequently he realised that it had occurred on 30th January 2012 as the ticket bore that date. I am not sure what opportunity he would have had to see this ticket between 13th March 2012 and the date of his final statement on 28th August 2013. His other statements were more problematical. At page 219 of the bundle is a statement made by the witness confirming he had been offered £70,000 by the Defendant to give evidence in his favour. He said he knew this was untrue at the time he made it and was pressurised by the Claimant who was both his employer and landlord at the time. He said he did not date the statement in an effort to rob it of legal validity but someone dated it later. His evidence appeared to be that whilst the statement was dated 16th February 2012 it was in fact completed on or around 5th April 2012.

31. On the 5th April 2012 the witness accepts that he signed a statement suggesting that on 30th January 2012 the Defendant went to the shop for everyone to buy lottery tickets as they were busy. He suggested that each person gave the Defendant the money to buy the tickets and there were no shared syndicates. The witness states that he had this statement put in front of him pre-prepared and although he initially refused to sign it he was pressurised into signing it a couple of days later by the Claimant. Again he said he added a note at the bottom in Turkish stating that to the best of his knowledge he had given the information to the police. His purpose in doing this was to point the reader towards his police statement which gave an accurate version of his evidence rather than the statement he had signed for the Claimant which he now says is and always was untrue. Clearly the fact that he has knowingly signed two statements which he now says are completely untrue must have a detrimental affect on his credibility as a whole even bearing in mind his assertions of duress which are not corroborated by independent evidence.

32. His credibility however was further damaged by his evidence that he had actually seen the Claimant giving the Defendant four one pound coins and one fifty pence piece. He was shown the CCTV which appeared to show him with his back to the parties placing items on shelves and for most of the period the Defendant would have obstructed his view. He insisted he had both seen and heard the Defendant handing over the particular coins from a distance of about one and a half metres. I have to say my assessment of the CCTV is that it was not possible. He

suggested he could hear the handover of coins but he did not mention this in his witness statement and neither the Claimant nor Defendant said the Claimant had counted the coins out loud. Although he gave his evidence in a passionate and somewhat florid way, it is clear that I must treat his evidence with considerable caution for these reasons.

33. **The CCTV footage**

There was Close Circuit Television footage of both the evening of 30th January 2012 and the early evening of 9th February 2012 from security cameras in the restaurant. It had been professionally enhanced but was still not particularly clear. It was shown repeatedly during the course of the trial on a projector and I have reviewed it again personally for the purposes of this Judgment. The Defendant complains that no footage appears to be available for 8th February 2014. The Claimant says that this is because the data is corrupted. Whilst the Defendant regards this as suspicious there is no compelling evidence of foul play and I have to accept that the CCTV footage was seized by the police on 11th February 2012 when the Claimant was arrested reducing any opportunity for tampering with evidence. I have to accept as a fact that the footage for 8th February 2012 is not available and look to other evidence to assist me.

34. The resolution of the footage is not clear enough to see facial expressions but it is possible to see body language and gestures. There is no sound track to the footage. Nothing on the footage is so obvious that it resolves the claim but there are some conclusions which can be drawn from what can be seen. The footage on 30th January 2012 starts shortly after 10pm although the clock on the screen reads an hour later. The Claimant can be seen sat at a table with another man who I now know to be Erdal Ozturkce. The Claimant is facing the camera. He has a discussion with a waiter who I now know to be the Defendant and the Defendant is seen leaving the restaurant returning shortly after with some paper in his hand. I now know that these are the play slips he obtained from Budgens Store. He hands the play slips to the Claimant and there is a brief but animated conversation involving some pointing or demonstration towards the paper as if the Defendant is showing the Claimant what to do with the play slip. The Claimant is then seen writing on the paper for about forty seconds when he stops and has a discussion with the Defendant and another man who I now know to be Bayram Eryilmazlar. The conversation is friendly and animated and does not appear to reflect the Claimant's evidence that he was admonishing his two employees. The Claimant then spends a further fifty-four seconds completing his entries on the play slip when he appears to call the Defendant over. The Defendant is then seen to lean on the table whilst standing hunched over the play slip writing something. He is in this position for one minute and forty-two seconds. From time to time he looks up as if he is thinking. Although the footage is not very clear there are no signs of either the Claimant or the Defendant discarding one play slip and having to obtain or re-mark another play slip in the manner contended for by the Claimant. When the Defendant completes whatever he is doing he leaves the table and shortly afterwards the Claimant follows him.

35. The Claimant is then seen from a different camera to walk over to the till. The camera in question is positioned on the wall just behind the till and Bayram Eryilmazlar can be seen in the background behind the bar bent over as if placing items on shelves with his back to the till. The Defendant walks over to the till and he is facing the Claimant with his back to Mr Eryilmazlar. The Claimant is seen to take out what looks like five separate coins from the till and place them in his other hand. He then hands all the coins to the Defendant. When he started counting the coins out Mr Eryilmazlar had his back to the Claimant. In addition the Defendant was positioned in such away that even if Mr Eryilmzlar had been looking he could not have seen the Claimant's

hands in the till. As the Claimant moves to hand the coins to the Defendant, Mr Eryilmazlar can be seen to have half-turned in their direction and at the same time the Defendant moves to his right. At this point Mr Eryilmazlar could have seen the handing over but not the counting of the coins. I do not accept from what I saw that he could have seen either the number of coins or their denomination. Similarly, I could not tell what the denominations of the coins were either. Whilst the witness Feride Mehmedova is shown at one point laying a table near the start of the film she is not seen again. The witness Turan Mete does not appear at all in the footage. I conclude from this that neither could have witnessed the conversations which they say they heard.

36. The Defendant is seen to leave the restaurant without speaking to anyone and he returned a few minutes later. He is seen to give something to the Claimant and there is then a conversation between the Claimant and Defendant lasting about twenty seconds which appears to be animated and friendly. The footage from the 9th February 2012 shows the Claimant sat at table eating and the Defendant enters the restaurant and joins him at a table. They appear to be in relaxed conversation for some time. At one point the Defendant is seen to take hold of the Claimant's hand and kiss it and he then rises and appears to embrace the Claimant. They appear to sit together for twenty-five minutes although counsel for the Claimant claimed at trial it was forty minutes. I suspect the distinction is not important but the overall impression is the same.

37. **The texts**

On the evening of 8th February 2012, after both parties discovered that the Claimant was claiming the lottery prize an exchange of texts took place starting at 22.39 hours and ending at midnight. The texts were retained by the Claimant and have been translated into English. The first four entries give an effective flavour of the discussion:

> *Defendant: "Uncle, don't mind me, I was a little confused. Apparently, you've won. Good on you. God willing, one day you will win even more. Shall I piss (sic) or do you feel like anything for me"*
>
> *Claimant: "Now, it's ok. Do you think I will cheat you? Do you think I am so dishonourable? Anyway, it was you who told me to play. But, you've shown me like a fraudster in public. But you are ignorant. Anyway, I will make you happy"*
>
> *Defendant: "Uncle, don't mind me, I apologise. It's ok. Whatever you say"*
>
> *Claimant: "You look here, there are people around, talking is ??? Crap people will target us like flies land on shit. They will try to demand money from us with menaces. They will extort money from us. Our enemies will grow in number. People will say that they fell out over money. You will end up humiliating me. At any rate, when I learned that when I won at lunchtime, I told everybody Fatih had guided me by encouraging me to play. I said I would make him [you] happy by first buying what he wants. Believe me. Money will run out, but we shall continue to see each other for the rest of our lives. Don't humiliate me. You should uplift me. Ok."*

The remainder of the texts relate to the content of the Defendant's dream and the Claimant's confusion with some of the Defendant's texts. The Claimant's last message was “go to bloody bed, pimp”. The Defendant also contends that it is relevant that in his mobile phone the Claimant has recorded the Defendant as “Guduk Fatih”. “Guduk” is evidently a colloquial description the nearest equivalent in English would be “shortarse”.

38. At first blush the texts tend to support the Claimant's case. Not only does he not concede that the ticket was purchased jointly but the Defendant makes no such claim or contention which you might expect given the circumstances. There are, however, aspects which conflict with the Claimant's case. He complains that the Defendant has shown him “like a fraudster in public”. This is of course consistent with the Defendant's version of events when he challenged the Claimant about the winning ticket in front of others in the restaurant earlier that evening. The Claimant's recollection was that there had been no challenge by the Defendant and there had been no irritation or anger shown by him. The tone of the Defendant's message is conciliatory which is consistent both with his recollection of what happened earlier and his evidence that his intention behind the texts was to calm the Claimant down. The phrase “apparently you won” is also not something that would normally be said to an unchallenged lottery winner. The Claimant also speaks of “our enemies” and people demanding money from “us” which is less consistent with his case that he was solely entitled.

39. **Other documentary evidence**

The Claimant relies on a takings sheet which is at page 764 of the trial bundle for week ending 30th January 2012 which appears to show an entry under the heading “cash bills paid” with the sum of £9 next to the Claimant's first name. This might be persuasive were it not for the fact that there is an identical entry on another takings sheet at page 766 of the bundle for week ending 5th February 2012. Not only do both sheets have the same entry but both sheets are identical in all other respects also. Although it states it was the Defendant's last week subsequent takings sheets show that he continued to be paid for weeks thereafter until April 2012. My concerns about this document were heightened when I examined a letter sent by the Claimant's solicitors (presumably on instructions) on 30th January 2014 when they sought to explain there would be no record of the Claimant taking £9 out of the till because he had replaced the money at the end of the night from his own funds before he cashed up. This information presumably came from the Claimant. The Claimant was wholly unable to explain these discrepancies in cross-examination explaining that his brother Mithat dealt with finances. It is inconceivable however that Mithat would not have known that the Defendant left the business in early February 2012 which begs the question why the records show that he was paid a full week's wage, every week until April 2012. I can only conclude that the business records are wholly unreliable.

40. **Analysis**

This is a troubling case. Both counsel have agreed that the law is very straightforward and for the Defendant to succeed he would effectively have to prove that a contract existed with the Claimant for the purchase of a lottery ticket jointly and that the terms of the contract would give rise either expressly or impliedly to an equal share of the beneficial interest, in the form of the prize money. The case will turn on its facts and the standard of proof is on balance of probability. I have heard a number of witnesses give evidence over a period of six days. Cases are often easy to determine where one witness or group of witnesses are far more convincing than the other. This is not one of those cases. I have the choice between the Defendant and his

witness who both concede that they have stated certain things to certain people in the past which they knew were untrue but now contend that that their current version represents the actual truth, and the Claimant and his witnesses who claim to have been truthful throughout but in fact appear less than truthful in the witness box. On occasions of course parties and their witnesses are tempted to bolster a truthful case by lies and exaggerations to make their case more convincing and that may well be happening in this case. It will be clear from my analysis of the evidence that there were number aspects that I was and remain dubious about. I intend to treat all the witnesses evidence with some caution as none of them were entirely convincing with the possible exception of Ms Pichykaranan whose evidence was marginal at best in terms of relevance.

41. I therefore need to search for some empirical evidence which is not dependent on witnesses' oral evidence alone. The best examples of this are the CCTV footage and the play slips. Whilst the resolution on the footage is not the clearest there are certain conclusions I can reach as I result of watching the same. Firstly, I discount the Claimant's evidence that his purpose in speaking to the Defendant and Bayram Eryilmazlar was to admonish them for some infraction the previous evening. The appearance was much more like his seeking advice from both of them (as they were experienced lottery players) how to fill in the play slips. It took the Claimant just over a minute and a half to complete his entries on the play slips. It then appeared to take the Defendant about ten seconds longer to play his part. The Claimant says that part of the reason the Defendant took so long was because a play slip had to be discarded when the Claimant entered too many numbers and also that the Defendant assisted the Claimant by going over the numbers he had completed to make them clearer. There was no sign on the CCTV of a slip being discarded and this piece of evidence, emerging as it did for the first time on the day of trial, was not credible. Similarly, the play slips do not reveal that anyone has gone over the entries to make them clearer. Again, the Claimant's suggestion made for the first time on the day of trial that the play slips which the Defendant produced and were in the trial bundle were forgeries was not credible. Another element which adds weight to the Defendant's case is that the person who has filled in Board A of both the Euromillions Draw and the Lotto has struck through the numbers with diagonal strikes whereas the person who has completed Board B of both games has done so with horizontal strikes. This suggests two different people completed the play slip. The appearance of the CCTV footage and examination of the play slips is consistent with the Defendant's case that he chose the numbers on Board B of both games.

42. The scene around the till is actually inconclusive. It does at least show that the Claimant made some contribution but it does not prove how much. It is clear that the Claimant handed over a number of coins (probably five) but as these could have been a combination of £2, £1 and 50p coins it could be consistent with a contribution of £4.50 as the Defendant says or £9.00 as the Claimant says. Neither party's recollection in relation to this issue is reliable. The Defendant appears to have contended through his solicitors initially that the Claimant made no contribution to the purchase of the ticket, and by May 2013 in his amended Defence and Counterclaim he contended that he could not recall if the Claimant made a contribution. By the time he made his witness statement in August 2013 he had remembered that he had been paid £4.50 in coins but I wonder if this was after he had seen the CCTV footage. The Claimant for his part when interviewed by the police on 11th February 2012 when one would have thought his memory was at it freshest told them that he had given the Defendant £20 from the till for a total lottery ticket of £19.00. It seems to me that both the Claimant and Defendant have tailored their evidence on this issue having seen the CCTV footage. If the Claimant could not remember on 11th February 2012 how much he had paid over he is unlikely to have a better memory now.

43. For the reasons I have indicated earlier Turan Mete and Feride Mehmedova could not have seen, heard or witnessed what they claim to have done and I discount their evidence on that issue entirely. Whilst Bayram Eryilmazlar may well have seen the handover of some money from Claimant to Defendant he cannot have seen how much was handed over and I discount his evidence on this topic. The footage of the Defendant's return to the restaurant shows that he did not just hand over the tickets to the Claimant but that there was a conversation for about twenty seconds. This appears more consistent with the Defendant's version of events where he relates a conversation he had with the Claimant about writing their names on the back of the ticket. If the Defendant had been merely running an errand for the Claimant with no real interest in the lottery ticket I might have expected him just to hand it over and carry on with his duties.

44. The parties are at odds as to what happened on 8th February 2012 after the Claimant had discovered he had won the lottery. The Claimant says there was no real celebration and no real challenge from anyone about his win. The Defendant says that he asked to see the winning ticket and the Claimant denied the winning ticket had been jointly played, claiming a second ticket was the one he had played with the Claimant which had lost. Witnesses for both Claimant and Defendant confirm their respective version of events. On analysis I think that the Defendant's version of events is more credible. The Claimant denies having played a further lottery ticket on the 29th January 2012 but when he was interviewed by the police on 11th February 2012 he claims to have spent £19.00 on lottery tickets that night. That is the exact sum which would be required for both the winning ticket and the five board losing ticket which Bayram Eryilmazlar says he bought for the Claimant. In addition the text messages are more consistent with a scene having occurred where the Claimant felt the Defendant had embarrassed him and shown him “like a fraudster in public”.

45. The text messages as a whole tend to support the Claimant's case however and the Defendant's position is dependent on the court accepting that he was afraid of the Claimant. The Defendant pointed out that he depended on the Claimant for both his employment and his home and that the Claimant had access to the shared house by means of a key. I accept the Defendant's evidence that the Claimant was angry with the Defendant after he questioned his lottery win in public and the content of much of the text exchange is consistent with that. The CCTV footage for 9th February 2012 shows what appears to be a friendly meeting but the Defendant claims he remained fearful of the Claimant's reaction. The scene where the Defendant kisses the Claimant's hand and embraces him is not consistent with a friendship but more a gesture of respect as is the use of the term “uncle”. My observations of the parties during the trial both whilst giving evidence and in court were helpful. The Claimant was correctly described by counsel for the Defendant as an “alpha male” and he appeared confident and somewhat dismissive of the Defendant. The Defendant on the other hand appeared more diffident and submissive. I am prepared to accept that the Defendant was fearful of the Claimant's reaction when he was challenged. The fact that various other employees appeared to have taken it upon themselves to persuade the Defendant to drop his claim is also testament to the Claimant's influence, as is the fact that they are prepared to come to court and support even the most unlikely elements of his evidence.

46. At the end of the day the case comes down to a comparative assessment of the Claimant and Defendant as witnesses. Neither of them was particularly impressive. The Claimant was confident throughout but despite having the assistance of an interpreter had grave difficulty directly answering straightforward questions. It was however significant that the questions he

had difficulty answering were those which called for an explanation where there was some inconsistency in his case. The introduction of new evidence about the discarding of the play slip, the forgery of the play slip and the new date of birth were all clearly efforts to deal with difficulties which had become evident to him in the run up to the trial and where wholly unconvincing as a result. The Defendant had the difficulty of dealing with the fact that he was an admitted liar in that he had told both Camelot and the Police that the ticket had been stolen. He also had to deal with the fact that he appeared to think initially that the Claimant had made no contribution to the ticket purchase when he then had to concede at a later stage that he had (presumably after watching the CCTV footage). These were significant problems for his case but he at least attempted to deal with the questions head on. He contended that he had lied to Camelot and the police in desperation to prevent the Claimant stealing from him. He also claimed that he could not remember at first whether the Claimant had in fact made a contribution hence the change in his evidence. Whilst these explanations may not have been wholly convincing they at least were theoretically plausible whereas the Claimant's tactic of avoiding answering the questions at all was wholly unhelpful.

47. As I have concerns about the reliability of virtually all the witnesses' evidence I am constrained to place more reliance on the evidence which cannot be manipulated. The play slips which I accept are genuine very strongly suggest that Boards A and B were played by two different people. The CCTV footage very strongly suggests that the Defendant was making selections of numbers himself rather than merely going over the Claimant's numbers. These are both strongly supportive of the Defendant's case. I also feel that the Defendant's case is inherently more plausible. If the Claimant is right and the Defendant had a dream the previous night depicting the Claimant winning the lottery why would the Defendant spend approximately three hours (which a number of witnesses appear to accept) persuading the Claimant to play. There is no evidence to suggest they were particularly close prior to this incident. I cannot see why the Defendant would be so determined to make his employer play if he was not directly to benefit. It is much more likely that he would badger his employer for hours if his dream was that they had played together and he needed his employer to play for the dream to come true. It would also then be necessary for them both to choose numbers and both to contribute to the price of the ticket. Having weighed all of the evidence in the balance, and taking into account the strengths and weaknesses in both parties' cases I find I prefer the evidence of the Defendant on the determinative issues.

48. I make the following findings of fact on balance of probability. On the night of 29th /30th January 2012 the Defendant had a dream which involved him and the Claimant and a large sum of money. The Defendant pestered the Claimant into playing the lottery with him on the evening of 30th January 2012. The Claimant completed Board A of both games and the Defendant completed Board B choosing the Lucky Dip for Board C. The Defendant suggested and the Claimant agreed that they would play the game “50/50” or “half and half” or words to that effect. They both contributed equally to the purchase price of the ticket. The Defendant went to the shop to play the lottery and gave the Claimant the tickets, he retaining the receipt and the play slips. The Claimant discovered he had won on 8th February 2012 and the Defendant challenged him about the ticket later that evening. The Claimant became angry and threatening and swore at the Defendant. Subsequently, through intermediaries the Claimant attempted to persuade the Defendant to drop his claim.

49. I find that the effect of these conversations was that the Claimant and Defendant entered into a contract to jointly play the lottery on an equal basis. I find that either it was a term of the

contract that any winnings should be shared equally or alternatively that such a term should be implied. I find that this term represents the obvious, but unexpressed intention of the parties and that it is also necessary to give business efficacy to the contract. The whole point of playing the lottery jointly is to hopefully share the winnings jointly. The phrase “50/50” or “half and half” both of which the Defendant repeated several times in his evidence were clearly intended to convey an equal right to the beneficial interest in any winnings. It follows from my findings of both fact and law that the Defendant succeeds in this case. There should be a declaration that the prize money from this winning lottery ticket should be shared equally between the Claimant and the Defendant.

50. This Judgement will be handed down on a date to be fixed by the court in public. The time for appealing the Judgment shall not start to run until it is handed down. CPR Practice Direction 40E shall apply. If the parties can agree the form of an order and any consequential directions arising from this Judgment then the attendance of counsel and solicitors will be excused.

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