SHERIFFDOM OF TAYSIDE CENTRAL AND FIFE AT PERTH

[2026] SC PER 109

PER-A158-24

JUDGMENT OF SHERIFF ALISON MCKAY

in the cause

ABC
an individual residing at XXX XXX XXX XXX

Pursuer

against

ASDA STORES LIMITED
a Limited Company incorporated in England and Wales, with Company Number 0046777 and having a place of business at Asda House, South Bank, Great Wilson Street, Leeds LS11 5AD

Defender

Pursuer: Gildea, (sol adv)
Defender: Morrison, adv

PERTH, 27 August 2026

The sheriff, having resumed consideration of the cause, finds the following facts admitted or proved:

Accident

1. Asda Stores Limited ("the defender") accepts liability for damage caused to a taxi belonging to ABC ("the pursuer") arising from a road traffic accident on 4 February 2024.

2. The pursuer is a self-employed taxi driver licensed by PKC ("PKC") for private and public hire. He is contractually obligated to undertake a number of regular school and social care journeys each week.

3. Northern Accident Management Limited ("NAM") is a business which makes plated taxis available for hire only on a credit hire basis and is the only provider of plated taxi vehicles in the Perth and Kinross area.

Chronology

4. The pursuer spoke to a member of staff at the defender's insurers immediately following the accident. Full responsibility for the accident was accepted. Following this conversation the pursuer contacted NAM and contracted to hire a replacement plated taxi vehicle at credit hire rates. The pursuer took his own vehicle to a local garage the following day for inspection and repair.

5. On 6 February 2024 the pursuer received an estimate of repair costs from a local garage in the sum of £3,146.58 (production number 5/24/3) with an approximate repair time of 2 weeks.

6. On 7 February 2024 Mr King (the principal of NAM) contacted the defender's claims handler by email seeking authorisation for the repairs. He put the defender on notice that NAM had provided a replacement vehicle on a credit hire basis to allow the pursuer to fulfil his contractual obligations with PKC.

7. Mr King made further contact with the defender's claims handler on several occasions to progress matters. The pursuer also made contact on one occasion to expedite the necessary repairs to his vehicle.

8. On 26 March 2024 the defender's claims handler acknowledged the pursuer's claim in writing. On 12 April 2024 the defender's claims handler requested photographs of the damaged vehicle in order to validate the repair estimate provided and raise payment of same. These were provided by Mr King on 18 April 2024.

9. On 2 May 2024 the defender's claims handler issued a cheque in respect of settlement of the repair costs, but the payee details were incorrect.

10. On 10 May 2024 Mr King was advised a BACS payment had been raised as an alternative to the earlier payment by cheque. He immediately contacted the garage to authorise the repairs to the pursuer's vehicle. On 21 May 2024 the pursuer received a second BACS payment for the vehicle repair costs net of VAT.

11. On 31 May 2024 Mr King contacted the garage again seeking an update in respect of the repairs to the pursuer's vehicle. The work had not commenced. The garage initially denied having received authorisation to do so but later conceded Mr King's message had not been passed on.

12. On 15 July 2024 the pursuer uplifted his vehicle from the garage. His credit hire agreement was terminated the following day when Mr King uplifted the hired vehicle.

Credit hire

13. The pursuer hired a replacement plated taxi vehicle from NAM from 5 February until 16 July 2024 at a daily cost of £162.80 plus VAT. The total period of hire was 162 days. The total cost of hire was £31,792.32 including delivery charges of £120.

Pursuer's business

14. The pursuer is a self-employed taxi driver operating a single vehicle. He undertakes regular public and private hire work.

15. As at 4 February 2024 the pursuer held school and social care contracts with PKC which he was contractually obligated to fulfil on a daily basis. These contracts make provision for sub-contracting the service at the discretion of PKC. In 2024 the annual price

of the contracts awarded to the pursuer by PKC was £31,810. Between February and July 2024, the pursuer received payments from PKC in respect of his taxi service contracts totalling £18,423.55.

16. The pursuer rents the plate for his taxi vehicle at a cost of £135 per week (£7,020 per annum). He also pays £7,000 per annum to the taxi office from which he operates. The pursuer funded the purchase of his taxi vehicle by personal loan, incurring monthly repayments in the sum of £250.44. His insurance is £238.02 each month.

17. The pursuer's turnover for the year ending April 2024 was £60,672.80. His profit was £8,217.00.

Pursuer's personal finances

18. In addition to his self-employed income the pursuer is in receipt of pension payments in monthly sums of £450 and £73.31. He does not receive any state benefits.

19. The pursuer resides in his own home, which is subject to a mortgage. There is equity in the pursuer's home. The pursuer pays council tax and all other usual outgoings associated with owning and maintaining a home.

20. As at 4 February 2024 the pursuer held two savings accounts with a combined balance of £136.

21. The pursuer held three current accounts, with various sums at credit thereof and overdraft facilities available to him. At various times between February and July 2024 these accounts were overdrawn.

22. The pursuer is significantly indebted. He is liable for monthly repayments of £292.11 each month in connection with a second personal loan which he took out to cover his living

expenses during the Covid pandemic. As at 4 February 2024 the pursuer held a number of credit cards with a combined outstanding balance in excess of £20,000.

23. The pursuer's financial circumstances did not vary significantly between the period from February to July 2024.

MAKES the following findings-in-fact and in law:

1) The defender is liable for the losses incurred by the pursuer arising from the accident which took place on 4 February 2024.

2) Following the accident the pursuer could not afford not to work.

3) Following the accident the pursuer required use of a plated taxi vehicle which was licensed to operate in PKC to enable him to maintain his contractual obligations to PKC, to continue to work and to undertake public hire work.

4) The pursuer had no choice other than to hire a replacement plated taxi vehicle from NAM at credit hire rates.

5) The pursuer acted reasonably by hiring a plated taxi vehicle at credit hire rates.

6) The pursuer took reasonable steps to mitigate his loss by entering into a credit hire agreement.

7) At the time of the accident the pursuer was impecunious.

8) During the period of credit hire the pursuer was impecunious.

9) The period of credit hire is excessive.

10) The recoverable period is 117 days.

THEREFORE SUSTAINS the pursuer's first plea-in-law; SUSTAINS in part the pursuer's second plea-in-law and the defender's second plea-in-law and finds the defender liable for

payment to the pursuer in the sum of TWENTY THREE THOUSAND AND ONE POUND AND TWELVE PENCE (£23,001.12) STERLING; and appoints the sheriff clerk to assign a hearing in respect of the expenses of the action.

NOTE

[1] The pursuer seeks payment in respect of credit hire charges arising from a road traffic accident. Liability is admitted. The only issue before me was *quantum*.

Procedural history

[2] After sundry procedure this case called before me as a Webex proof on 12 January 2026. The pursuer was represented by Mr Gildea, and at that time the defender was represented by Ms Rehman. For a variety of reasons it was not possible to conclude evidence on that date and I heard further evidence on 12 May 2026, when the defender was represented by Mr Morrison, advocate.

Evidence

Witnesses

[3] The pursuer gave evidence on his own behalf and called as his only witness Mr King, the principal of NAM. The defender called Mr England, a rates surveyor and Mr Fraser, a public transport team leader employed by PKC.

The pursuer

[4] The pursuer adopted two sworn affidavits as his evidence in chief and was cross-examined. Whilst Mr Morrison attempted to put the pursuer's candour at issue

regarding his financial circumstances, overall I found him to be a credible and reliable witness. He struggled to understand the legal issues which arose in respect of seeking recovery of credit hire rates, possibly because this had not been explained to him by Mr King.

[5] The pursuer reported he had previously used the services of NAM without issue. He had found that Mr King offered an excellent service and he had no hesitation in contacting him again following the accident. From his perspective, he had contracts which he needed to fulfil and to do so he needed to have a working taxi on the road. He had been told by the defender's insurers at the outset that liability for the accident was accepted and they "would get him back on the road" as soon as possible. He does not understand why it took 5 months for this to happen.

[6] The pursuer's credibility was strengthened, in my view, by a number of concessions he made in cross-examination. He admitted he had not looked at options other than credit hire with NAM; he admitted he had not personally chased up the defender's insurers other than on one occasion (because he was aware Mr King would do so on his behalf); he conceded funds were at least technically available to him by way of credit card at the time of the accident and he agreed he had equity in his home.

[7] The pursuer's response to Mr Morrison's suggestion that he might have been struggling financially was undoubtedly genuine. He was positively offended. His position was that he was making a living and getting by, but without a taxi he could not make a living and so he had no choice but to keep his taxi on the road.

[8] Whilst I accept there were some discrepancies between the detailed financial information provided in the pursuer's affidavit and the productions he was referred to, my view is that these were overall minor details and did not detract in any way from his

credibility. I accept the pursuer simply provided a broad overview of his finances until questioned in more detail by Mr Morrison.

[9] I accepted the pursuer's evidence regarding his financial situation. I accept Mr Morrison's criticism that he did not provide evidence to the effect that one of his contracts with PKC was suspended at the time of the accident, but that was not particularly relevant to his financial situation as a whole and he provided details of the payments he did receive in respect of the contracts which were in place. In short, the pursuer's position was that he was not struggling financially, and he did not struggle financially just as long as he was able to keep his taxi on the road.

[10] Mr Morrison suggested the pursuer did not maintain his position as set out in his affidavit, namely that if he had not been able to hire a replacement taxi immediately his contracts with PKC would be lost. As I understood the pursuer, he was understandably concerned that if someone else undertook his duties whilst his own vehicle was being repaired there was no guarantee this work would be returned to him when he became available, or that he would be awarded the same contracts again in the future. In any event, his more immediate concern was that he needed to work to meet his monthly outgoings and he could only work if he had a taxi operating on the road. It seems to me the pursuer's concern regarding the need to personally service his existing contracts with PKC was entirely justifiable since his business and personal finances clearly depended upon this work.

Richard King

[11] Mr King is the sole director of NAM. He adopted two sworn affidavits as his evidence in chief and provided further details prior to being cross-examined.

[12] Mr King gave evidence in a satisfactory manner. He is clearly an experienced businessman and provided the court with a full chronology of what had occurred. His evidence was largely unchallenged, and I accepted his evidence in full. In particular, I accepted that NAM were the only business in Scotland offering the service provided to the pursuer. I also accepted Mr King's evidence that the rates charged by NAM were in line with the prevailing industry rate. The defender led no evidence to the contrary.

Andrew England

[13] Mr England is a rates surveyor employed by Whichrate Consulting Limited, an independent company which is not affiliated with any particular car hire or insurance company. He has experience in this field.

[14] Mr England wrote a basic hire report (production number 6/1/1) dealing with hire rates and applicable extras. His remit in writing his report was to provide basic hire rates for plated vehicles from companies "that served the London area as at February 2024". He adopted the terms of his report and provided additional parole evidence.

[15] Mr England indicated he had also dealt with Scottish cases in relation to taxis, cars and dual control vehicles but was not asked to comment upon basic hire or credit hire rates in Scotland or asked whether these were the same as, or different from those in London. He commented that weekly rates are "extremely favourable in London" in respect of taxi hire. When asked the relevance of London rates in this case he responded that London is the capital of the UK, so in his view London rates are a benchmark for the UK.

[16] I took no issue with Mr England's evidence so far as it went, but absent details regarding basic hire rates for plated taxi vehicles in Perth or even Scotland I find myself unable to make any findings-in-fact on the basis of his evidence. In particular, at

paragraph 3.1 of his report Mr England stated "there are a number or companies that provide replacement licenced hire vehicles for taxi drivers and chauffeurs". This may very well be the case in London but the evidence of both the pursuer and Mr King satisfied me that is not the case in Perth and accordingly Mr England's report, and his evidence, were of no great assistance in determining the issue before me.

Moray Fraser

[17] Mr Fraser is a public transport team leader employed by Perth and Kinross Council. His role is to oversee transport services offered in the local authority area in relation to school, housing and social work services and to run and manage transport contracts.

[18] Mr Fraser provided oral evidence in relation to the contracts held by the pursuer for the provision of contracted taxi services and explained how the procurement and tendering system operated. His evidence was unchallenged and I accepted his evidence in its entirety.

Submissions

[19] A hearing on submissions was assigned for 24 June 2026. I ordered parties to lodge written submissions in advance and I am obliged to both representatives for their assistance in this regard. Parties were largely in agreement regarding the law applicable to this case, and referred me to a number of authorities which have examined credit hire, impecuniosity and appropriate periods of hire pending vehicle repairs being carried out. Many of these authorities were English rather than Scottish cases, no doubt due to the larger number of credit hire cases which arise in that jurisdiction.

[20] Mr Gildea invited me to find that the pursuer had acted reasonably and done all that was required of him to mitigate his loss. He suggested reference to the pursuer's

impecuniosity was a "red herring" given he was unable to hire a plated taxi vehicle at basic hire rates. He submitted the pursuer could not afford to stop working, and the only option available to him to maintain his business was to hire a plated taxi vehicle at credit hire rates.

[21] The defender accepted liability at the outset and had been put on notice the pursuer had entered into credit hire in order to maintain the existing contracts upon which his taxi business relied. Mr Gildea invited me to grant decree as craved, and to reserve the issue of expenses meantime.

[22] Mr Morrison criticised the pursuer's pleadings, which he rightly indicated should be drafted in good faith, with candour and with honesty. In fact, I found both parties pleadings to be somewhat lacking in focus and found the terms of the record somewhat unsatisfactory.

[23] Mr Morrison very helpfully proposed a number of findings-in-fact and I have incorporated those with which I agree. He also fully addressed me upon the law applicable in this case.

[24] Mr Morrison submitted that the appropriate measure of loss in this case was loss of profit and accordingly any award of damages should be limited to the pursuer's loss of profit. He invited me to find that the pursuer was not impecunious and that he could have afforded to repair his vehicle immediately and used a replacement vehicle from a non-credit hire company which would have charged cheaper daily basic hire rates. The pursuer was pecunious and should have been able to effect the repairs to his vehicle immediately. These repairs were estimated to take no more than 2 weeks, rendering the defender liable to make payment of £280.36 as loss of profit.

[25] Alternatively, if I was satisfied the pursuer was entitled to enter into credit hire then the recoverable period should be substantially reduced from 162 days to 14 days since the pursuer ought to have taken action to repair his vehicle at the outset.

[26] If I was satisfied the pursuer could not immediately fund repairs to his vehicle Mr Morrison proposed I should find that he could have done so within 2 months of the accident, thereby limiting the defender's liability to a reduced sum of £9,768.

[27] If I was not persuaded the pursuer could have personally funded the repairs within 2 months then he should only be entitled to credit hire charges until 21 May 2024, when he received a settlement payment excluding VAT, again limiting the defender's liability in a reduced sum of £17,419.60. The garage was instructed to carry out repairs on 21 May 2024 and the defender was not responsible for any delay thereafter such as to justify the pursuer's continued use of credit hire for a further 2 month period.

[28] Mr Morrison submitted it was not open to the pursuer to claim on the one hand that he held valuable contracts and to suggest at the same time he was impecunious.

[29] Mr Morrison agreed the question of expenses should be reserved.

Analysis

[30] The sum sued for arises from the pursuer's decision to enter into credit hire for a replacement plated taxi vehicle whilst repairs to his own vehicle were carried out. The sum claimed is substantial, the total period of hire amounting to 162 days.

[31] The pursuer's vehicle was a working taxi at the time of the accident. The normal measure of loss for a case involving a taxi driver and credit hire is loss of profit, subject to three exceptions namely (1) retaining important customers or contracts (2) where the taxi is used for private and family use also and (3) because the pursuer simply could not afford not to work (*Hussain* v *EUI* [2019] EWHC 2647).

[32] The pursuer does not suggest he required his plated taxi vehicle for private and family use. Primarily, he wished to retain his important contracts with PKC. He further avers he could not afford to stop working.

Important contracts

[33] The pursuer held a number of contracts with PKC at the time of the accident. It is clear from the sums paid by PKC to the pursuer during the period of vehicle hire that these sums were important to the pursuer. In fact, it is clear from the pursuer's somewhat precarious financial position (which I will come to later) that he was financially reliant upon these contracts to a large extent. I infer from the pursuer's turnover that he also undertook public hires on a regular basis, but the pursuer's contracts with PKC were important and provided him with regular income upon which he was financially reliant.

[34] Mr Morrison suggested that there was no "real risk" that the pursuer would lose these contracts, but the pursuer did not, and could not have known this. The accident took place on a Sunday. The pursuer was contracted to undertake work for PKC the following day. He had held PKC contracts for a number of years. He legitimately feared that he might lose these contracts if he was unable to undertake the work he was contractually bound to carry out.

[35] At best, the defender elicited from Mr Fraser that sub-contracting driving duties might take place "at the discretion" of PKC. No evidence was led beyond this bald statement and I was furnished with no evidence regarding the circumstances in which sub-contracting might occur, the basis for PKC exercising discretion, the likely time period over which sub-contracting might be permitted or, and perhaps most significantly from the

point of view of the pursuer, the impact of sub-contracting – if any – upon a future bid for renewal of such contracts.

[36] From the pursuer's perspective, if his contracts were allocated to another driver, how was he to know he would be reallocated this work when his own vehicle returned to the road? He did not. In these circumstances, and given his financial dependence upon his regular private hire contracts, I am satisfied the pursuer acted reasonably when he entered into credit hire.

[37] It is important to remember the choices available to the pursuer. He could not hire a plated taxi vehicle at basic hire rates, even if he could have afforded to do so. The only supplier of replacement plated taxi vehicles in the Perth area is NAM. NAM offers replacement plated taxi vehicles at credit hire rates only. It does not offer basic hire rates. The choices available to the pursuer were to work, or not to work.

[38] The pursuer was justifiably concerned that he would face greater loss if he was unable to operate his plated taxi vehicle, even for a short period of time. The pursuer's personal and business financial circumstances clearly demonstrate that he was significantly reliant upon the income derived from his contracts with PKC. The pursuer's contracts with PKC were "important contracts" of the type discussed at length in *Hussain*.

Could not afford not to work

[39] The pursuer derives a fairly limited profit from his taxi business. A number of the outgoings from his personal bank accounts are business expenses in respect of which he legitimately claims tax relief. He incurs a high level of monthly expenditure (i) to the third party who funds the taxi operating plate, (ii) the bank loan used to purchase his taxi and

(iii) payment to the taxi office from which he operates – all before his taxi has even turned a wheel.

[40] The pursuer depends upon the sums he earns from his contracts with PKC to finance his taxi business and to meet his personal monthly outgoings. His personal income and expenditure and his business income and expenditure are inextricably linked.

[41] At the time of the accident the pursuer was servicing monthly outgoings including a significant level of credit card debt. His bank accounts were overdrawn from time to time. This pattern of income and expenditure continued throughout the period of credit hire. At no point did the pursuer have significant funds from which to fund the repair of his vehicle himself. At some points between February and July 2024 he was overdrawn.

[42] In his own words, the pursuer could only meet his financial obligations if he kept working and kept his taxi on the road. The pursuer could not afford not to work.

Impecuniosity

[43] There is no dispute that credit hire rates are higher than basic hire rates. Accordingly, a pursuer who enters into credit hire will ordinarily require to show "impecuniosity", in other words that they were unable to meet the up front cost of vehicle hire themselves at basic hire rates.

[44] At the time of the accident the pursuer held savings of £136. He operated three current accounts, two of which were regularly overdrawn each month. Any sums held at credit in these accounts were clearly allocated to his regular monthly expenditure and these accounts were regularly overdrawn during the period of credit hire.

[45] In addition to the loan to purchase his taxi the pursuer had a separate personal loan for which he is liable for repayments of £292.11 each month. The pursuer also had sums due

on two credit cards in excess of £20,000. On one card interest and charges amounted to £158.86 each month and the minimum payment due was £270.47 and on the second card interest amounted to £160.56 each month with a minimum payment of £208 due. The pursuer made regular monthly payments of £300 towards each card to service these debts.

[46] The pursuer conceded he had equity in his home but I did not consider the option of further borrowing over the property was of any immediate assistance to him, nor was it reasonable to expect that such an extraordinary step should have been taken.

[47] The pursuer's credit card and bank statement transactions were appropriate for someone juggling his day to day finances after the accident, in exactly the same way as he had done before. The pursuer's spending was relatively modest and wholly in keeping with his lifestyle.

[48] In any event, the pursuer's options were limited since basic hire rates were not available to him.

Reasonable

[49] Mr Morrison suggested that the pursuer had a duty to make enquiries regarding the options which were available to him and that it was not reasonable for him to enter into credit hire. I reject this argument. The pursuer did not make enquiries because he was aware at the outset that credit hire with NAM was the only option available which would allow him to service his existing contracts and earn the regular income upon which his personal and business finances were completely reliant.

[50] Mr Morrison suggested the pursuer could have leased a plated taxi vehicle from another local operator. Whilst the pursuer conceded this might have been a possibility, it is clear from his financial situation that this was only a theoretical possibility. The pursuer

could not afford the expenditure arising from such an agreement or to pay another driver, even if PKC allowed him – at their discretion – to sub-contract his duties.

[51] Driving a replacement plated taxi vehicle from NAM was the only way the pursuer could continue to work and thereby pay his monthly outgoings, both business and personal.

[52] The pursuer entered into credit hire in the expectation that the defender's insurers were going to authorise repairs to his vehicle immediately and it was reasonable for him to do so. The defender's claims handler was put on notice that the pursuer had entered into credit hire at the outset.

Duty to mitigate loss

[53] There were no other steps the pursuer could take to mitigate his loss. His perilous financial situation was such that he could not afford not to work. He could not risk losing the PKC contracts upon which his livelihood depended. He could not afford to hire a different taxi from another operator or driver, even if one was available.

[54] Whilst Mr Morrison suggested the pursuer must have become aware that the credit hire agreement he had entered into was uneconomic, it is not clear to me at what point the pursuer could have been expected to do anything other than remain in credit hire until his vehicle was repaired. As time passed the pursuer's financial situation did not alter.
He could not afford to put his important contracts with PKC at risk by not working.
He remained financially reliant upon his contracts with PKC and there was no point at which he could either afford to pay for the repairs himself or could afford not to work.

Delay

[55] The defender led no evidence disputing the chronology provided by Mr King. It seems to me that responsibility for much of the delay in this case rests with the defender. The defender was put on notice that the pursuer had entered into credit hire, and was advised why he had done so. Had the repair to the pursuer's taxi been carried out within a period of 2 weeks as originally estimated by the repairing garage, the damages claimed by the pursuer would have been significantly reduced.

[56] However, I do agree with Mr Morrison's submission that it is important to scrutinise the period of credit hire claimed. According to Mr King, whose evidence I accept, he instructed the garage to undertake repairs on 10 May 2024. He later had to remind the garage about the work. In evidence Mr King made a vague reference to there "perhaps" having been a difficulty with obtaining a necessary part for the vehicle, but he did not expand upon this assertion, and no evidence was led in this regard.

[57] From 10 May 2024, when payment was made for the pursuer's vehicle to be repaired, a period of over 2 months passed before the pursuer's vehicle was repaired. The pursuer led no evidence to explain, or more importantly to justify such a delay.

[58] A reasonable motorist who has entered into credit hire agreement must be aware of the costs involved, and of his responsibility to mitigate any loss incurred by him. A reasonable motorist can be expected to make further enquiries in the event instructed repairs are not carried out within the expected time frame. Mr King, as the pursuer's agent, failed to make such enquiries. One might note it was not in his interests to do so, since he is the recipient of the accrued credit hire costs.

[59] In those circumstances I am not satisfied that the defender should be found liable for the cost of credit hire for the whole of the period from 10 May 2024 to 15 July 2024.

[60] The estimated time for the repair initially specified was 2 weeks. The pursuer has provided no explanation for why the repairs took over 9 weeks, the repairing garage having originally provided an estimate of two. In the absence of evidence justifying this delay I have concluded is open to me to determine that the repair to the pursuer's vehicle could reasonably have been expected to be completed by the end of May, allowing time both for the garage to schedule the repair work and for the pursuer to uplift the vehicle upon completion.

Decision

[61] It was reasonable for the pursuer to enter into a credit hire agreement with NAM for use of a replacement plated taxi vehicle to enable him to continue to work whilst his own vehicle was repaired. It was not open to the pursuer to enter into a basic hire agreement. To enable him to work the pursuer had no choice other than to enter into credit hire.

[62] The pursuer's contractual obligations to PKC were important to him, and he relied heavily upon them to make ends meet. He needed to maintain these contracts and was understandably concerned he would lose them if he did not, to his ongoing and future financial detriment.

[63] The pursuer could not afford not to work. At no time during the period of credit hire did the pursuer's financial situation improve to any significant degree.

[64] The pursuer was impecunious. It is unreasonable to suggest he could or should have funded the repairs by entering into further indebtedness which he could not afford.

[65] Much of the delay in this case appears to be attributable to the defender, who led no evidence to dispute the chronology identified by Mr King and gave no explanation regarding why it took so long for repairs to the pursuer's vehicle to be authorised

notwithstanding they had been put on notice that the pursuer had entered into credit hire in order to protect his business contracts.

[66] However, it cannot be said that responsibility for all delay in this case lies with the defender. A prudent pursuer who has entered into credit hire requires to mitigate his loss. In this case the pursuer is unable to justify the whole of the period of hire claimed. Accordingly I find the defender liable for the cost of credit hire until 31 May 2024, thereby reducing the recoverable period by 45 days to 117 days. The defender is therefore liable to the pursuer in the sum of £23,001.12. This figure includes delivery charges of £120 plus VAT.

Expenses

[67] I was invited to fix a hearing in respect of the expenses of the action and have asked the sheriff clerk to do so. Parties are ordered to lodge written submissions at least 2 clear days prior to the hearing in the event expenses are not agreed.