Neutral Citation Number: [2022] EWHC 2977 (KB)

Case No: QB-2020-004603

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
MEDIA & COMMUNICATIONS LIST

SITTING AT LIVERPOOL CIVIL AND FAMILY COURT

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 25 November 2022

Before :

THE HONOURABLE MRS JUSTICE HEATHER WILLIAMS DBE

- -

Between :

STEPHEN GOODERSON	**Claimant**
- and -	
MOHAMMAD ISMAIL ALI QURESHI	**Defendant**

- -
- -

Dr M. Wilkinson (instructed by **Dwyers Solicitors**) for the **Claimant**
The Defendant appeared in person

Hearing date: 9 November 2022

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Approved Judgment

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Mrs Justice Heather Williams:

Introduction

1. In these proceedings the claimant, Mr Gooderson, seeks damages and injunctive relief in relation to 21 postings that appeared on the following websites: Google Reviews, Yell.com, Allagents.com, Tameside Directory and 192.com in the period May – July 2020. He claims that the posts are defamatory and that they were published by the defendant. His case is that the defendant took retaliatory action following a dispute over the sale of two properties in Ashton-under-Lyne and the claimant's refusal to refund his £5,000 deposit. At the material time the claimant was employed as a consultant by an estate and lettings agent known as the First Time Buyers Centre ("FTBC"). The posts purported to review the services provided by the FTBC and Mr Gooderson in very critical terms; and they were made in 13 different names or diminutives of the names. The defendant denied that he was responsible for making these posts and counterclaimed for the value of his deposit on the basis of misrepresentation and/or unjust enrichment. In the event, following multiple breaches of court orders, his defence and counterclaim were struck out and he was debarred from defending the proceedings.

2. The trial was concerned with whether the claimant could prove the necessary elements of his claim. As I have already indicated, publication by the defendant is an issue. Four of the posts did not include Mr Gooderson's name and I must decide whether the words used in those instances referred to the claimant. Where I am satisfied that posts were published by the defendant and referred to the claimant, I have to consider whether the words used were defamatory at common law and, if so, whether the "serious harm" requirement of section 1 of the Defamation Act 2013 is satisfied. If and in so far as liability is established, I will then address the appropriate award of damages and whether to grant injunctive relief.

The procedural history

3. The procedural history is set out in more detail in the *ex tempore* judgment I gave at the hearing on 6 October 2022. For present purposes I will simply summarise the central features.

4. The claim was issued on 22 December 2020 and served on 29 December 2020. The defendant had not responded to the letter before claim dated 30 June 2020 or to the subsequent chaser letter dated 7 September 2020. The defendant was legally represented during the proceedings until 18 October 2021. He served two defences. The first was a brief handwritten defence on Form N9B denying the claim. The second was a more detailed document headed "Amended Defence and Counterclaim" ("ADC"), dated 8 February 2021. The ADC denied that the defendant had published any of the 21 posts. However, at para 23 the defendant accepted that he had made the following post ("the admitted post"):

> "The first time buyers centre ashton under lyne first time buyers centre thefirsttimebuyerscentre.uk – beware first time buyers centre stephen gooderson is bad guy never give me deposit back lost 5000 if you giving deposit to stephen goodson give subject to contract or you will lost the

> deposit – report available 130 stamford street central ashton-under-lyne ol6 6ad 3-howards court, ashton-under-lyne o16 6aw @@@@@@@@ Thefirsttimebuyerscentre.uk"

5. The inconsistent spelling and tenses appeared in the text as it was set out in para 23, ADC. The two addresses referred to therein, 130 Stamford Street and 3 Howards Court, are the two properties that the defendant negotiated to buy from the claimant.

6. The claimant served a CPR Part 18 Request for Further Information dated 10 May 2021. Amongst other matters, he sought further details regarding the admitted post, including where it was published, the dates of publication and whether the defendant still had the device from which it was published. The defendant's Answer did not provide any of these details; it simply said he confirmed that he had made the admitted post and that it had since been removed. The defendant subsequently provided a second and a third version of the Answer in which he said that his post was on Allagents.com in the name of "MohammadQ". He said he was unaware of the exact dates when the admitted post was published and he "cannot remember which device was used to publish the review and the Defendant is also unable to recall if he is still in possession of the device". The claimant has not been able to identify the admitted post via electronic searches.

7. Directions were given by Master Yoxall at a Costs and Case Management Conference on 23 November 2021. These included that the parties were to give standard disclosure by list by 14 January 2022 (with subsequent provision of requested documents) and exchange witness statements of fact by 1 March 2022. A trial window was set and subsequently the trial was listed to commence on 21 June 2022. In breach of the order, the defendant failed to provide a disclosure statement and failed to exchange witness statements as directed. The claimant applied for an order striking out the ADC. On 21 March 2022 the defendant sent a short email indicating that this was his witness statement. It was not signed.

8. The hearing of the strike out application and the pre-trial review were listed for 26 May 2022. On 24 May 2022 the defendant served a skeleton argument for the hearing which contained new narrative material and was not verified by a statement of truth.

9. By order dated 26 May 2022 ("the May 2022 Order"), Nicklin J directed the defendant to provide a completed and signed N265 List of Documents and copies of the documents in this list by 4.30 pm on 17 June 2022 (para 1). He was also required to provide electronic copies of disclosed documents, where requested (paras 2 and 3). The defendant had indicated at the hearing that he relied upon the accounts set out in the ADC and in the 24 May 2022 skeleton argument. He was directed to serve a witness statement verified with a statement of truth attaching these documents by 4.30 pm on 1 July 2022. No permission was given for the defendant to adduce any new witness evidence.

10. The May 2022 Order said that the ADC would be struck out and the defendant debarred from adducing any evidence in defence of the claim if he failed to comply with paras 1 and/or 4 (para 6). The same paragraph confirmed that the claimant would still be required to prove his case in relation to publication, serious harm to reputation and (if applicable) remedies. The existing trial date was vacated and a new trial window fixed for 1 October – 18 November 2022. The defendant was ordered to pay the claimant's

costs, summarily assessed in the figure of £8,500 in respect of the strike out application.

11. The defendant failed to comply with both paras 1 and 4 of the May 2022 Order. Some areas of default had been rectified by the time of the hearing before me on 6 October 2022 and some remained outstanding. This hearing concerned the defendant's application for relief from sanction and also an application made by the claimant for the defendant to be debarred altogether from defending the claim in light of his additional and ongoing non-compliance. At this stage, the most significant areas of non-compliance with the May 2022 Order were: the failure to disclose documents that clearly fell within the parameters of standard disclosure, mostly notably the admitted post; the failure to complete the N265 Disclosure Statement in a way that indicated appropriate searches for documents had been undertaken; the further witness statement from the defendant had failed to attach and rely on the ADC and had included new narrative which he had no permission to rely upon; and he had served an additional skeleton argument which included further new narrative material and this was not verified by a statement of truth.

12. In my 6 October 2022 oral judgment I indicated that I was satisfied that following the 26 May 2022 hearing the defendant was left in no doubt as to what he had to do and that his breaches of the May 2022 Order were serious and significant and had occurred without any good explanation. I noted the defendant's history of non-compliance with court orders, how this had already led to the loss of one trial date and the ongoing prejudice to the claimant. I emphasised that I had come very close to refusing to grant relief from sanction and to striking out the ADC at that stage. However, I indicated that I was, just, persuaded to give the defendant one last chance. I was partly persuaded by the fact that he was assisted on this occasion by his daughter, Sidra Khan, who I gave permission to address the court in her capacity as his McKenzie Friend. She assured me that she understood the terms of the order that I proposed to make and that she would assist her father in meeting the terms regarding disclosure and witness statements.

13. By the order I made on 6 October 2022 ("the October 2022 Order"), I granted relief from the sanction set out at para 6 of the May 2022 Order on condition that the defendant complied with each and every obligation that I went on to specify in paras 3, 4 and 5 of this order (para 2). He was required to file and serve a completed and compliant N265 Disclosure Statement by 4 pm on 11 October 2022, attaching all documents required by standard disclosure which he had not previously provided (para 3). By the same date, he was required to file and serve a witness statement verified with a statement of truth incorporating by reference the ADC and the 24 May 2022 skeleton argument (para 4). He had re-confirmed to me that they contained the accounts that he wished to rely upon. The defendant was also required to pay the costs of the strike out application stipulated in the May 2022 Order by 4pm on 17 October 2022 (para 5).

14. Given his substantial history of default and the other considerations that I highlighted, I considered it appropriate to order that if the defendant failed to comply with any of the requirements in paras 3, 4 and/or 5 of the October 2022 Order, then he should be debarred from the defending the claim and not allowed to participate in the proceedings unless permitted to do so by the trial judge (para 7).

15. In the event, the defendant did not comply with paras 3, 4 or 5 of the October 2022 Order. As his non-compliance has not been disputed and no further application for relief from sanction has been made, it is unnecessary for me to detail every respect in which there was non-compliance. I will simply highlight the central features. I confirmed that this was the position at the commencement of the trial.

16. The defendant purported to give standard disclosure and a compliant witness statement on 11 October 2022. However, by email sent on 14 October 2022, the claimant's solicitors pointed out numerous respects in which there had been non-compliance with the October 2022 Order. On 17 October 2022 the defendant provided an updated N265 (now the fourth version) along with some additional disclosure and another witness statement. However, he still failed to disclose the admitted post in its native format, instead providing what appears to be a version of the text he had admitted at para 23, ADC typed out in a Word document. Providing the material in this form took matters no further forward and meant that the claimant was unable to examine the meta-data or to obtain any further information regarding where and when the text had been posted. No related material was provided, such as interactions with the website in question regarding submission and/or withdrawal of the post. Secondly, the defendant still had not provided a Form N265 completed in a way that confirmed he had used appropriate parameters in searching for documents within standard disclosure. Thirdly, the defendant's two recent witness statements both contained additional narrative material, some of it raised for the first time and in circumstances where it had been made very clear to him at the 6 October 2022 hearing that he had no permission to do this and that what was required was a clear statement confirming his reliance on the contents of the ADC and the 24 May skeleton argument (or those parts that he still relied upon). Fourthly, the defendant did not pay the £8,500 costs or anything towards this sum.

17. On 21 October 2022 the defendant applied for permission to attend the trial remotely and for his daughter, Ms Khan, to be granted rights of audience at the trial in her capacity as his McKenzie Friend. By order dated 2 November 2022 I granted the first of these applications on the basis that the defendant had indicated he needed to remain in Pakistan where his father is unwell. I refused the second application as I was not satisfied that there were any exceptional circumstances warranting this course, in light, in particular, of the very limited role that the defendant would be permitted to play at the trial given his ongoing default and the lack of any application seeking relief from sanction. As I emphasised in my reasons, I had made clear at the 6 October 2022 hearing and in the October 2022 Order that permitting Ms Khan to address the court on that occasion was not intended to set any kind of precedent for the future.

The trial

18. The trial was conducted on a hybrid basis. For the reason I have already indicated, Mr Qureshi attended remotely via MS Teams, as did Ms Khan, who assisted him as his McKenzie Friend. There were occasional audibility issues during the hearing. I asked the defendant to indicate if he was unable to hear the proceedings adequately and he did so on a few occasions. When this occurred I ensured that the defendant could now hear what was being said and that what he had missed was repeated.

19. At the outset of the hearing I explained that the defendant had been debarred from defending. I summarised the default that I have set out above. I referred to paras 38 –

43 of the judgment of Trower J in *FCA v London Property Investments* [2022] EWCA 1041 (Ch), that an order debarring a party from defending a claim should mean what it says, so that they should not be permitted to participate in the hearing for the purposes of defending the claim and should not be permitted to test or challenge the claimant's case, whether by way of cross examination or submissions. Mr Qureshi did not seek to persuade me otherwise.

20. The trial had been listed for three days but given the defendant's non-participation it was completed over one court day. Consistent with the May 2022 Order, the claimant still had to prove his case and Dr Wilkinson made detailed submissions on his behalf, addressing the issues that I have already highlighted (para 2, above). During the course of his opening and closing addresses I probed various points with him, as will be apparent from my discussion and conclusions set out below. The claimant gave evidence. He confirmed his witness statements dated 1 March 2022 and 8 November 2022. I gave permission for him to rely on the latter statement; as it only concerned one small matter of clarification. I asked Mr Gooderson a number of questions. Rupert Wood and Mark Buckley also gave evidence confirming their witness statements, dated 24 and 26 February 2022 respectively. I did not have any additional questions to ask them. The claimant's other three witnesses were not yet at court and as I had no questions to ask of them and the defendant was not able to challenge their accounts, I took the view that it was sufficient to treat their statements as undisputed evidence without the need for them to be called. Each of their statements were confirmed by a statement of truth in the proper form. These statements were from: John Capper, dated 27 February 2022; John Wilkinson, dated 28 February 2022; and Celia Costello, also dated 28 February 2022.

Admissions

21. Although the ADC has been struck out, Dr Wilkinson sought to rely upon the admitted post described in para 23 of this pleading (para 4 above). The effect of CPR 14.1(1) and (2) is that a party may admit the truth of the whole or any part of a party's case by notice in writing; and this can be done in a statement of case or in another form of written document. The admission may be express or implied, provided it is clear: the authorities are summarised at para 14.1.4 of the White Book. Pursuant to CPR 14.1(5) the permission of the court is required to withdraw an admission once it is made.

22. I accept that the claimant is able to rely on the admission contained in para 23 ADC. No application has been made to withdraw it; and it would not be in the interests of justice for the claimant to be disadvantaged as a result of the defendant's default which has led to his pleading being struck out.

23. Dr Wilkinson also sought to rely on the fact that in some of his witness statements the defendant had referred to posting "reviews" in the plural. He said that this was an admission to posting more than just the admitted post. By way of example, in the statement dated 10 October 2022, the defendant said: "I also left my reviews expressing my experience with C and First Time Buyers" (para 14); and "Besides the reviews which I have owned up to…" (para 15). However, I am not persuaded that I should treat these phrases as admissions. It is apparent from Mr Qureshi's documents that he sometimes uses language rather loosely and I cannot be confident that he clearly intended to indicate that he had posted more than one review concerning the claimant and FTBC, all the more so since he referred to the reviews he had "owned up to",

whereas there is only one specific post that he had admitted. Accordingly, I do not consider that these statements are clear enough for me to treat them as admissions coming within CPR 14.1.

The facts

24. The claimant has been in the estate and property management business since the 1980s. He is now semi-retired. In 2020 he was working for his wife's estate agency and lettings business, FTBC, as a consultant estate agent. At the time four people worked at FTBC, including the claimant and his wife. The other two people were Stephen Kelsall and Tracey Lyle. He occasionally acted as an expert valuation witness.

25. Over the years, the claimant has played a very active part in his local community in Ashton-under-Lyne. He was a magistrate between 1992 and 2004. He has been involved in charitable activities for over five decades and he has raised over half a million pounds all-told for the various charities he supports. Recently he has assisted Ukrainian refugees, sponsored disabled athletes and co-ordinated with food banks. The trial bundle contains 48 pages of thank you letters and newspaper articles related to his fund-raising activities, spanning the period 1986 to 2022. By way of example only, there is a letter dated 16 March 1998 from the then Prime Minister Tony Blair, describing his charitable activities as "tremendous".

26. I accept that Mr Gooderson's standing and reputation in his local community is of great importance to him. He is rightly proud of his achievements.

27. In January 2020, the claimant marketed two properties he owned for sale, at a collective price of £205,000. He did this through the FTBC. The properties, 130 Stamford Street and 3 Howards Court, are in the centre of Ashton-upon-Lyne. They back on to one another and the claimant considered they had significant development potential in that they could be converted into a single large town centre residence.

28. When selling his own properties, it was the claimant's practice to enter into an exclusivity period during which, in return for the payment of a non-refundable deposit, the property would be withdrawn from the market. He felt that this was a mutually advantageous arrangement and one that tended to focus minds, ensuring that the sale process did not become protracted. It also assisted in covering his overheads during the interim period. In this case the two properties were vacant and were accruing significant rates liability (£7,100 and £2,950 per annum, respectively).

29. On 6 February 2020, by prior appointment, the defendant visited and inspected the properties. The claimant informed him that he owned the properties, that the asking price was £205,000 and that he would need a deposit of £5000 which would be forfeited if completion did not go ahead within a 12-week period; but if the deposit was paid, he would withdraw the properties from the market and not consider any rival offers.

30. The following day the defendant made an unannounced visit to the claimant at the FTBC's offices and made an offer for the properties. He negotiated a price of £191,000, which the claimant agreed to accept subject to the defendant paying a deposit of £5,000 and purchasing the properties within a period of 12 weeks from when draft contracts were sent to the parties' respective solicitors. Mr Gooderson reiterated

that the deposit would be forfeited if the transaction did not complete within that 12 week period and he recommended that the defendant undertook a survey and/or obtained legal advice before signing an agreement.

31. The defendant indicated that he wanted to proceed and, accordingly, the claimant drew up a document recording the agreed heads of terms for a proposed sale for £191,000. It referred to the exclusivity period and to payment of the deposit which would be non-refundable if completion did not take place within the prescribed 12 week period. I accept that the document set out the agreement in plain terms that would have been clear to Mr Qureshi.

32. The defendant signed the agreement and transferred £5,000 for the deposit by a BACS transfer, for which he was given a signed receipt, recording that this was a "non-refundable deposit".

33. Matters proceeded quite slowly after this. The claimant chased the defendant by text messages to provide proof of funds and the name of his designated solicitor (both of which were required by the agreement). On 17 February 2020 the defendant provided a TSB bank statement. Although it bore the defendant's name and address, it was headed "sunny statement". I return to this when I consider publication. The statement did not indicate sufficient proof of funds for the purchase.

34. On 21 February 2020 the defendant confirmed that his solicitors were Garratts; and pro forma instructions referring to the deposit were circulated by the FTBC. On 3 March 2020, the claimant's conveyancing solicitors, Dwyers, sent a draft contract to Garratts, and receipt was acknowledged on 4 March 2020. Dwyers calculated that the 12 week completion period ran from deemed service on 5 March 2020 and thus ended on 30 May 2020.

35. On 13 March 2020, Mr Qureshi's solicitor informed him that the claimant had acquired 130 Stamford St for £70,000 and 3 Howards Court for £15,000 (£106,000 less than the defendant had agreed in principle to pay). Later that same day the defendant asked to see the properties again and this was arranged.

36. In text messages sent on 19 March and 24 March 2020, the defendant said that there were problems getting a survey for valuation of the properties and he asked for more time. The first national lockdown had commenced on 23 March 2020, but in the claimant's experience property sales were still progressing. He had confirmed this in discussions with solicitors and lenders.

37. Until 24 March 2020 the defendant's texts to the claimant had been relatively polite, but after Mr Gooderson had declined his request for more time, Mr Qureshi texted back:

> "Steve this is really bad. U are the bad persons who just want to eat the deposit With our understanding what the situation is world wide."

38. In addition to the indication of hostility towards him, the claimant relies on the expressions used within this message when it comes to linking some of the 21 posts to Mr Qureshi.

39. The claimant responded by suggesting a new arrangement under which the defendant bought the cheaper property, Howards Court, and rented the more expensive property for a year, with the rent he had paid then credited against the purchase price. The defendant said he would think about it.

40. There was a lengthy exchange of text messages on 31 May 2020. In response to the defendant asking for more time, the claimant offered an additional five weeks in exchange for payment of a further £5,000 non-refundable deposit; alternatively he offered to accept a combined sale price of £175,000 if the defendant completed within the 12 week period. The defendant responded angrily saying that the claimant was "blackmailing" him and that in the pandemic situation he could not arrange for any surveyor to attend the properties. However, he offered to buy the properties for £140,000 cash, which Mr Gooderson declined. Over subsequent text messages the parties argued about whether surveys were still taking place, with the claimant pointing to Bank of England and Law Society advice that commercial transactions were proceeding. The claimant then offered to accept £166,000, which he said was his final offer. The defendant offered £150,000. Neither offer was accepted. The messages became heated with the defendant accusing the claimant of treating him unfairly. In the last text he sent to the claimant that day, he said:

> "This is government lock down It's not by me if ur target is just SUCK my deposit and not follow the government lock down I have to take legal advice"

41. The claimant relies upon the contents of this text in linking Mr Qureshi to some of the posts that are the subject of this claim.

42. In a text sent on the following day, 1 April 2020, the defendant referred to "corona sucking the economy". His messages to the claimant also included the following:

> "…But u don't want to understand it's lock down and u keep lying people getting deals done…No sales going atm but u just try to sale and suck my deposit SIR JUST REMEMBER WE ALL HAVE TO DIE U ALSO U CANT TAKE DEP WITH YOU AND I CANT TAKE PROPERTY WITH ME… "
>
> "U keep lying u don't know Government lock CORONA LOCK DOWN going no one getting surveyor atm u keep lying pushing sucking dep Asking more dep then suck again u better know the situation…"

43. Over the next few weeks matters were calmer. On 6 April 2020 the defendant informed the claimant that he had told his bridging lender and solicitors to complete before 30 May 2020 for £166,000 (although the disclosed documentation does not indicate the involvement of a bridging lender). A message sent on the same day to the defendant from a Mr Abbot at Lloyds Bank attached quotes from surveyors for undertaking the valuation. The claimant confirmed he would allow the surveyor access and on 24 April 2020 the defendant indicated that his survey had been completed. Dr Wilkinson highlighted aspects of the information the defendant provided to his surveyor as apparently inaccurate, but it is unnecessary for me to go into that. Of greater relevance for present purposes is that on 7 April 2022 Garratts indicated that the purchase should proceed in the name of "Suni Ltd". Information obtained by the claimant from

Companies House indicates that the defendant is the sole director of this company. The company's entry on Yell.com describes it as "Marketing & Advertising Consultants". The defendant only provided incomplete bank statements relating to Suni Ltd in his disclosure. The statements suggest that the company did not have sufficient funds to purchase the properties at the time.

44. Matters became heated again following the defendant's surveyor valuing the properties at £115,000. By texts sent on 27 April 2020 Mr Qureshi tried to renegotiate a lower sale price. He asked for his deposit to be refunded if a lower price could not be agreed. This was the first time that the defendant had asked for his deposit back. The claimant responded that the lowest he would accept was £166,000 and that the defendant would lose his deposit if he did not complete by 30 May 2020. By text message sent on 4 May 2020, the defendant said that his "new bank" could not offer more than £115,000, that they wanted to do their valuation but that he was stuck by the lockdown not being lifted. For a brief time the defendant's messages were more conciliatory again; he said that the situation was neither party's fault. He continued to ask for his deposit to be refunded, which the claimant declined to do. This then prompted a text from the defendant on 5 May 2020 headed "WITHOUT PREJUDICE", which accused the claimant of having misled him and said that the defendant had been wrong to trust him. The defendant said he was seeking legal advice. This was his last text message to the claimant. The claimant replied the same day to say that there would be no further communication regarding the matter.

45. The first publication that is relied upon in these proceedings occurred on 9 May 2020. The claimant says that the timing is significant. The message was posted on the Allagents website, which bills itself as "The UK's Largest Customer Review Website for the Property Industry". The post was from "Mohammad". It identified that it concerned the sale of 130 Stamford Street Central and 3 Howards Court, Ashton-under-Lyne for £191,000 by the FTBC and the branch address was given ("**Post 1**"). The text said:

> "Beware First Time Buyers Centre Stephen Gooderson is crook bad guy never give deposit back lost 5000 if you giving deposit to Stephen Gooderson give subject to contract or you will lost the deposit"

46. The following day three further posts appeared. One was in the name of "Sunny Shah" on the 192.com website ("**Post 2**"). This identified the two properties and said:

> "Beware First Time Buyers Centre Stephen Gooderson is crook bad guy never give deposit back lost 5000 if you giving deposit to Stephen Gooderson give subject to contract or you will lost the deposit"

47. Another of the posts was in the name of "MohammadQ" on Yell.com, giving a one star (out of five) review ("**Post 3**"). It also identified the two properties and said:

> "Beware First Time Buyers Centre Stephen Gooderson is bad guy never give me deposit back lost 5000 if you giving deposit to Stephen Gooderson give subject to contract or you will lost the deposit"

48. The third post of 10 May 2020 was also on Yell.com but in somewhat different terms. It purported to have been posted by "KirstieS-25" and gave a one star rating ("**Post 4**"). It said:

> "Crock rude abusive worst agent don't trust Steve
>
> Steve is rude guy don't trust he crook
>
> He will steal ur money. Crook
>
> Waste time and money Steve gooderson
>
> Track record of dissolving companies terrible personality he will speak sweet once he got ur money he change his attitude"

49. The next post that is relied upon was posted by "Sunny Shah" on Google Reviews ("**Post 5**"). The date of posting is not entirely clear but it appears to have been made a week before it was printed on 18 May 2020. The two properties were referred to. The text said:

> "Beware First Time Buyers Centre Stephen Gooderson is bad guy never give me deposit back lost 5000 if you giving deposit to Stephen Gooderson give subject to contract or you will lost the deposit"

50. The claimant discovered these posts on or by 15 May 2020 when one of his colleagues drew them to his attention. In addition to Post 5, the Google Review page for the FTBC had a short comment from a "Moh Ali" left at about the same time, which said, "really bad service never recommend" and one from "Jack Daniel" saying: "Appalling AGENTS Crook Stephen Gooderson STAY AWAY DON'T GIVE MONEY UPFRONT WITHOUT ANY WRITTEN PROOF". These two posts are not part of this claim.

51. The same day (15 May 2020) the claimant texted the defendant saying that he would be commencing proceedings for defamation unless the posts were immediately removed. The defendant did not reply and the posts remained. There were then eight further posts that are relied upon in the period 15 – 20 May 2020. Again the claimant says that the dates are significant, since this second wave of posts began on the day of his text message to the defendant threatening legal action.

52. The second wave of posts were expressed in rather different terms to the earlier comments. Dr Wilkinson described their language as "Dickensian". None of them referred to the two properties that the defendant had agreed to buy. They were as follows:

> "15 May 2020 "PaulW-2663" posted on Yell.com ("**Post 6**"):
>
> 'DON'T TRUST CHEATER AVOID THE First Time Buyers Centre

Absolutely FRIGHTFUL ESTATE AGENT IN ASHTON UNDER LYNE especially Stephen Gooderson horrible PERSON DON'T TRUST CHEATER AVOID First Time Buyers Centre'

15 May 2020 "Paul Whitik" posted on 192.com ("**Post 7**")

'Absolutely FRIGHTFUL ESTATE AGENT IN ASHTON UNDER LYNE especially Stephen Gooderson horrible PERSON DON'T TRUST CHEATER AVOID First Time Buyers Centre'

15 May 2020 "Janet" posted on Tameside Directory ("**Post 8**"):

'Absolutely FRIGHTFUL ESTATE AGENT IN ASHTON UNDER LYNE especially Stephen Gooderson horrible PERSON DON'T TRUST CHEATER AVOID First Time Buyers Centre'

16 May 2020 "Sophie Lewisham" posted on 192.com ("**Post 9**"):

'Shocking firm, avoid at all costs Heartless money grabbers Not ideal A parasite during a global pandemic!!! UNSCRUPULOUS company with a very shady and unjustified REFUND POLICY PLEASE be very careful IF YOU DEALING WITH STEVE GOODERSON'

18 May 2020 "SophieL-211" posted on Yell.com ("**Post 10**"):

'Covid-19 STEVE GOODERSON Heartless money grabbers Shocking firm FIRST TIME BUYER CENTRE

Shocking firm, avoid at all costs Heartless money grabbers Not ideal A parasite during a global pandemic!!! UNSCRUPULOUS company with a very shady and unjustified REFUND POLICY PLEASE be very careful IF YOU DEALING WITH STEVE GOODERSON

Due to not being able to complete purchase because of the Covid-19, LOCKDOWN SITUATION STEVE GOODERSON not agree to giving refund £10000 Avoid using them, they are profiteering out of Covid-19…

> There was no REFUND about the current Covid-19 crisis
>
> FIRST TIME BUYER CENTRE ARE TAKING YOUR MONEY They are true leeches during a global pandemic. Shame on them!! ☹ I will not use, neither recommend, this service any longer'

> 20 May 2020 "KimberleyW-52" posted on Yell.com ("**Post 11**"):
>
> 'STEVE GOODERSON First Time Buyers Centre Terrible Awful service
>
> STEVE GOODERSON Shame on you First Time Buyers Centre Terrible treatment during a world pandemic!!! Absolutely rude and refused to refund… Awful service Complete disaster DO NOT USE THIS COMPANY at all costs!!!'

> 20 May 2020 "Kimberley Webley" posted on Tameside Directory ("**Post 12**"):
>
> 'CON MAN STEVE GOODERSON Shame on you First Time Buyers Centre Terrible treatment in during a world pandemic!!! Absolutely rude and refused to refund… Awful service Complete disaster DO NOT USE THIS COMPANY at all costs!

> 20 May 2020 "Kimberley Webley" posted on 192.com ("**Post 13**")
>
> 'CON MAN STEVE GOODERSON Shame on you First Time Buyers Centre Terrible treatment in during a world pandemic!!! Absolutely rude and refused to refund… Awful service Complete disaster DO NOT USE THIS COMPANY at all costs!!!'"

53. On 18 May 2020 Dwyers wrote to Garratts asking if the defendant would be completing the purchase. There was no response. On 8 June 2020 Dwyers wrote to confirm that the deposit had been forfeited.

54. On 15 June 2020 the claimant received a letter from the defendant alleging that he was entitled to recover the deposit. On 30 June 2020 Dwyers sent a detailed letter of response and the claimant's own letter of claim complaining of defamation and calling for the posts to be removed and the defendant to refrain from making further posts.

There was no response to this letter and the posts were not removed. The claimant's case is that there was then a "third wave" of posts beginning on 8 July 2020. Dr Wilkinson says that again the timing is significant as this was shortly after the defendant would have received the letter before claim.

55. The following seven posts appeared in the period from 8 July onwards:

> "08 July 2020 "Francesca Tucker" posted on Allagents.com ("**Post 14**"):
>
> 08
> 'terrible. avoid at all costs. charged £100 FOR PHOTOCOPIES AND SUCK DEPOSIT £500. BEWARE FROM GODARDSON has a track record for dissolving companies. now why does this not surprise me. SHOCKED'
>
> 08 July 2020 "Hollie Lawrence" posted on Tameside Directory ("**Post 15**"):
>
> 'Terrible
>
> Avoid at all costs. Charged £100 FOR PHOTOCOPIES AND SUCK DEPOSIT £500. BEWARE FROM GODARDSON has a track record for dissolving companies now why does this not surprise me.
>
> SHOCKED'
>
> 10 July 2020 "Shannon Shaw" posted on Allagents.com ("**Post 16**"):
>
> 'Absolutely dreadful service especially Stephen Gooderson Avoid at all cost. I suggest you all Don't waste your time and money here.'
>
> 10 July 2020 "Shannon Shaw" posted on Tameside Directory ("**Post 17**"):
>
> 'Absolutely dreadful service especially Stephen Gooderson. Avoid at all cost.'
>
> 13 July 2020 "Sarah Burke" posted on Allagents.com ("**Post 18**"):

> 'TERRIBLE
>
> Avoid at all costs
>
> Gooderson is unhelpful, arrogant and protects those who pay him most money refusing to refund deposits which should be in a deposit scheme but is in his bank? Gooderson has a track record for dissolving company details.

> In July 2020 "Shannon Shaw" posted on Google Reviews ("**Post 19**"):
>
> 'Absolutely dreadful service especially Stephen Gooderson Avoid at all cost.'

> In early / mid July 2020 "Aaliyah Leah" posted on Google Reviews ("**Post 20**"):
>
> 'Critical: Professionalism
>
> Terrible
>
> Avoid at all costs. charged £100 FOR PHOTOCOPIES AND SUCK DEPOSIT £500. BEWARE FROM GODARDSON has a track record for dissolving companies now why does this not surprise me. SHOCKED!!"

56. Lastly, the claimant relies on four photographs that were posted on Google Reviews by "5000" on an unknown date in July or August 2020 ("**Post 21**"). They were visible alongside each other in a drop down menu. Two of the photographs showed the front of FTBC's offices, one image depicted a South Korean automated teller machine and the final photograph showed a South Korean 5,000 won note. There was no accompanying text.

57. The claimant subsequently discovered a later comment posted on 5 October 2020 on Yelp in relation to the FTBC. It purports to be written by a "Moh A." from San Francisco. It is not one of the pleaded posts, but the claimant says it has evidential significance as it is in similar terms to Post 4. It says:

> "Steve is rude guy don't trust he crook
>
> He will steal ur money. Crook
>
> Waste time and money Steve gooderson
>
> Track record of dissolving companies terrible personality he will speak sweet once he got ur money he change his attitude"

58. Following correspondence from the claimant's solicitors, Yell confirmed that they had removed the posts on 24 September 2020. Similar confirmation was received from Tameside Directory on 15 October and from Allagents.com on 16 October 2020. I do not have a date for the 192.com posts, but Dr Wilkinson's skeleton argument indicates that they had also been removed by mid-October 2020. I was told at the hearing that the posts on Google Reviews have more recently been removed. The October 2020 post on Yelp is still up.

59. The claimant does not make a claim for special damages, but he does rely upon some evidence from those he did business with. Mark Buckley has known him for around 12 years through his dealings as a property investor in the Tameside area. He indicates in his statement that he was shown the posts by his partner and in consequence he pulled out of a joint venture with the claimant which would have involved him investing a substantial amount of his own money. He considered that the posts raised "red flags", notwithstanding that the claimant then explained the circumstances to him. John Wilkinson had known the claimant for about 10 years when he discovered the posts. He was sufficiently concerned that he decided not to proceed with a significant investment which he had been planning with the claimant. Celia Costello also discovered the posts independently and was very nearly deterred from proceeding with a tenancy agreement with the claimant. In the event, at her son's urging, she continued to research the claimant on-line and as she then found other glowing reviews she decided to proceed with the arrangement.

The legal framework

60. In relation to each of the posts relied upon it is necessary for the claimant to establish on a balance of probabilities that the defendant was responsible for their publication, that the statements referred to him and that they were defamatory.

61. A defendant may be liable not only if they have written the words in question, but if they participated in or secured the publication; and all those who procure or participate in the publication are liable for it on a joint and several basis: *Gatley on Libel and Slander*, 13th edition, paras 7-10 and 7-11.

62. It is well established that in determining whether the words complained of sufficiently identify the claimant, the test is an objective one, namely whether the hypothetical ordinary reasonable reader (if necessary, with attributed knowledge of particular extrinsic facts) would understand the words to refer to the claimant, for example: *Morgan v Oldhams Press Ltd* [1971] 1 WLR 1239 at 1243B and 1245B per Lord Reid, 1261E-F per Lord Guest and 1264A per Lord Donovan; and *Monir v Wood* [2018] EWHC 3525 (QB) at para 96.

63. A statement will be defamatory at common law if, in its ordinary and natural meaning, it substantially affects in an adverse manner the attitude of other people towards the claimant or had a tendency to do so: *Thornton v Telegraph Media Group Ltd* [2010] EWHC 1414 (QB). [2011] 1 WLR 1985 at para 95.

64. The judgment of Nicklin J in *Koutsogiannis v The Random House Group Ltd* [2020] 4 WLR 25, at paras 11 – 12, contains a useful summary of how the court determines the meaning of the allegedly defamatory words. It is unnecessary for me to set out that passages in full; I will simply highlight some aspects that are of particular relevance for

present purposes. The court's task is to determine the single natural and ordinary meaning of the words complained of, which is the meaning that the hypothetical reasonable reader would understand the words to bear. This hypothetical reasonable reader is not naïve but nor is he unduly suspicious ("He can read in an implication more readily than a lawyer and may indulge in a certain amount of loose thinking, but he must be treated as being a man who is not avid for scandal and someone who does not, and should not, select one bad meaning where other non-defamatory meanings are available."). The publication must be read as a whole and the context may give words a more (or less) serious defamatory meaning. No evidence beyond the publication complained of is admissible in determining the natural and ordinary meaning of the words.

65. Section 1, Defamation Act 2013 provides that: "A statement is not defamatory unless its publication has caused or is likely to cause serious harm to the reputation of the claimant". In *Lachaux v Independent Print Ltd (Media Lawyers Association intervening)* [2019] UKSC 27, [2020] AC 612 ("*Lachaux*"), the Supreme Court disagreed with the Court of Appeal's view that the test could be satisfied if the words used had a tendency to cause serious harm. Lord Sumption JSC (with whom the other Justices agreed), said that the issue turned primarily on the language of section 1 and this showed that the test was to be applied by reference to actual facts about the impact of the statement (para 12). A statement that had an inherent tendency to cause harm to reputation was not to be regarded as defamatory unless it "has caused or is likely to cause" harm which is "serious". The statutory wording ("has caused serious harm") refers to the consequences of the publication, and not to the publication itself. Satisfaction of the test depended on a combination of the inherent tendency of the words and their actual impact on those to whom they were communicated, whether reliance was placed upon past or future harm (para 14).

66. In *Lachaux* the Supreme Court upheld the conclusion of Warby J (as he then was) that the statutory test was met in that case. The reasoning is instructive in indicating that an absence of direct evidence of actual harm sustained or likely future harm is not fatal and that inferences may be drawn from the circumstances of the publication, the likely readership and the gravity of what was said. Lord Sumption noted that the judge had based his finding of serious harm on: (i) the scale of the publications; (ii) the fact that the statements had come to the attention of at least one identifiable person in the United Kingdom who knew Mr Lachaux; (iii) that they were likely to have come to the attention of others who either knew him or would come to know him in future; and (iv) the gravity of the statements themselves (para 21). Lord Sumption observed that Mr Lachaux would have been entitled to produce evidence from those who had read the statements. He continued:

> "But I do not accept…that his case must necessarily fail for want of such evidence. The judge's finding was based on a combination of the meaning of the words, the situation of Mr Lachaux, the circumstances of publication and the inherent probabilities. There is no reason why inferences of fact as to the seriousness of harm done to Mr Lachaux's reputation should not be drawn from considerations of this kind."

67. In his skeleton argument Dr Wilkinson addressed satisfaction of the statutory test by considering the collective impact of the 21 posts. I queried with him whether this was

the correct approach and in response he provided a number of authorities which bore on this issue.

68. In *Sube v News Group Newspapers Ltd* [2018] EWHC 1961 (QB), [2018] 1 WLR 5767 ("*Sube*") Warby J addressed: (i) whether imputations contained in a number of articles could be considered collectively for the purposes of the section 1 test; and (ii) whether imputations in the same publication, which were not defamatory in themselves, could be considered cumulatively for the purposes of applying this test. He addressed the first of these points at para 22 as follows:

> "…it would not be right for the court to consider the cumulative impact on reputation of all the imputations in all the articles complained of. That is contrary to established principle and at odds with the wording of the 2013 Act. In some unusual circumstances, articles published at different times may be so interlinked that they can be considered in conjunction for some purposes, such as meaning or reference: see for instance, *Hayward v Thompson* [1982] QB 47. But in general, for the purposes of assessing defamatory impact, a published article must be considered individually; it will not normally be appropriate or even possible to treat a number of articles as a single 'statement' for the purpose of section 1, any more than it was at common law. It may, depending on the circumstances, be appropriate to take account of one or more previous articles as part of the context in which a given statement was published. But it is hard to see how the defamatory impact of one publication could be affected by the defamatory impact of a separate, later publication…"

69. Dr Wilkinson submitted that it would be artificial to consider the impact of one of the posts in isolation from the other posts, where they were posted on the same website, not least because a reasonable reader seeking to discover how a particular business had been reviewed, would be most unlikely to read only one review; they would scroll through the reviews to get an overall sense of how the FTBC was regarded. He said that this was distinct from the way that a reader would read an article. On reflection, he accepted that it would not be right to consider the cumulative impact of reviews posted on the different sites, which may or may not be seen by the same, hypothetical reader.

70. Whilst I can see some force in Dr Wilkinson's point, I have determined that I should consider the posts individually. Firstly, that is the normal position as Warby J explained in the passage that I have just cited. Secondly, even taking Dr Wilkinson's point at its highest it could only apply to existing, rather than to later reviews on the website in question. Thirdly, the case has not been pleaded in that way. The wording used in other posts has not been relied upon in the Particulars of Claim in relation to the alleged defamatory meaning, reference to the claimant (save in respect of Post 21) or satisfaction of the serious harm test.

71. Dr Wilkinson also made the point that as a matter of practice, it was not possible to separate out which posts had brought about the effects described by the witnesses whose accounts I have already summarised. Whilst I accept that such precise calibration is not practically possible, I do not see this as a particular difficulty given that inferences may

be drawn, as I have explained; and at this liability stage I am simply concerned with whether the serious harm threshold has been surmounted, not with the precise extent by which it has been cleared. If and when it comes to assessing compensatory damages, I see no difficulty in considering the composite effect.

72. At paras 31 – 34 Warby J also rejected the proposition that imputations within the same statement which were not defamatory when looked at in isolation, could be aggregated for the purposes of considering whether the serious harm test was satisfied.

73. The approach identified in *Sube* has since been cited with approval in a number of other cases that Dr Wilkinson provided, including: *Napag v Gedi Gruppo Editoriale* [2020] EWHC 3034 (QB), per Jay J at para 45; and *Mahmudov v Sanzberro* [2021] EWHC 3433 (QB), [2022] 4 WLR 29, per Collins Rice J at para 42. It is also endorsed in Steyn J's helpful summary of the principles applicable to the "serious harm" test in *Banks v Cadwalladr* [2022] WHC 1417 (AB), [2022] EMLR 21 at para 51.

74. In *Lachaux* the Supreme Court also confirmed at paras 22 – 24 that the rule identified in *Dingle v Associated Newspapers Ltd* [1964] AC 371 applied to the serious harm test, so that if the threshold was otherwise met, the seriousness of the harm could not be diminished by the defendant pointing to the same or similar publication by others.

Conclusions: liability

Publication by the defendant

75. As I have already indicated, it is unnecessary for the claimant to prove that the defendant wrote the words of the posts himself or submitted them to the relevant sites; it is sufficient if he procured or participated in their publication.

76. In determining whether the requisite link to the defendant has been established I have considered each post individually, as I will proceed to set out. However, there are a number of factors which apply to all of the posts and others which are common to many of them; once I have identified these features I will not repeat them in relation to each of the posts.

77. I accept Mr Gooderson's evidence that, aside from potential diminutives of the defendant's name, he never dealt with anyone in his FTBC capacity who had the same or a similar name to those of the ostensible posters of the 21 posts. Still less did he do so during the first national lockdown and/or in relation to the two properties that the defendant sought to purchase. Furthermore, he did not decline to refund a deposit to anyone bearing these names. Accordingly, it is clear that the names used in relation to the posts were not the real names of customers of the FTBC.

78. Furthermore, it is vanishingly unlikely that separate individuals would independently decide at about the same time to post reviews about the FTBC on a variety of sites on the same or similar topics and express themselves in such similar terms and in some cases in virtually identical language. There are also the specific connections that I go on to detail from para 81 below. Accordingly, I am satisfied that the posts were linked.

79. I conclude that false names were used and that they were used both to try and disguise the poster's identity and also in an attempt to maximise the potential damage to the

claimant by giving the false impression that a number of different people had undergone very bad experiences with him and with the FTBC.

80. A further over-arching point that I bear in mind is the lack of adequate disclosure from the defendant. I have already described his disclosure failures in relation to the admitted post (para 16 above). He was also very reticent in the details he was willing to provide in response to the Part 18 Request for Further Information (para 6 above). The defendant has serially failed to confirm that he carried out a proper search that accorded with his standard disclosure obligations (paras 7, 11 and 16 above). Whilst I would have concluded that there was sufficient evidence to link the defendant to the posts in any event (as I discuss below), I have also taken into account his failures in these respects; I infer that he knows he has something to hide in terms of his links to the posts.

81. Addressing the first wave of posts, I am therefore quite satisfied that "Mohammad", "Sunny Shah", "MohammadQ" and "KirstieS-25" (Posts 1 – 5) were all the responsibility of the same person. In turn, there are a number of specific indicators that link these posts to the defendant:

i) Posts 1, 2, 3 and 5 referred in terms to the two properties which the defendant had negotiated to buy from the claimant. In addition, confidential information regarding the purchase price was given in Post 1 that would not have been more widely known. In other respects Posts 1, 2, 3 and 5 were written in similar terms;

ii) Posts 1, 2, 3 and 5 referred quite specifically and in angry terms to Mr Gooderson not refunding the poster's deposit of 5000. This was plainly a reference to the claimant's refusal to refund the defendant's £5,000 deposit, which had become a bone of contention for him. Furthermore, I accept Mr Gooderson's evidence that he had not obtained a deposit of £5,000 from anyone else during this period and nor was he in a dispute with anyone else over the return of their deposit;

iii) There is a potential link in terms of the names used between "Sunny Shah" (Posts 2 and 5) and the company, Suni Ltd, of which the claimant is the sole director (para 43 above) and the name of "sunny" on the TSB bank statement (para 33 above);

iv) As regards Post 3, it will be recalled that the admitted post was made in the same name, namely "Mohammad Q";

v) There is at least one parallel with terminology used in the defendant's text messages. Posts 1, 2, 3 and 5 included reference to the claimant as a "bad guy"; in the text message sent on 24 March 2020 the defendant said the claimant was "bad persons" (para 37 above);

vi) There is also the timing factor. As I have described at para 44 above, by 6 May 2020 things had become rather heated between the parties; and the defendant was not achieving what he wanted, namely the return of his deposit;

vii) For all these reasons I am quite satisfied that the defendant was responsible for Posts 1, 2, 3 and 5;

viii) Post 4 was posted on the same date as Posts 2 and 3. It concerned a similar subject matter (namely that Steve Gooderson would take customers' money) and the term "crook" was used as it had been in the other posts in this wave. It is highly improbable that another person acting independently of the defendant would have posted this disparaging review of Mr Gooderson on the same site on the very same day as Mr Qureshi posted Post 3. The reference to dissolving companies is also present in some of the later posts, as I will come on to. In addition the text of this post is very similar to the 5 October 2020 post from "Moh A", another potential diminutive of the defendant's name. Accordingly, I am satisfied that the defendant was responsible for Post 4 as well.

82. I turn next to what was described as the second wave of posts. These occurred in the period 15 – 20 May 2020 (Posts 6 – 13). For reasons I have already identified, I conclude that the names used were not genuine ones and that the posts were written or instigated by the same person.

83. I will begin with Posts 6 – 8 which were in largely identical terms. These posts appeared on the same day that the claimant texted the defendant at 10.17 a.m. indicating that he was going to commence defamation proceedings against him (para 51 above). It would be quite a coincidence if the defendant did not react to that 15 May 2020 text despite his first wave of hostile posts a few days earlier, but on that very same day another individual who was acting independently of him posted these three reviews, accusing Mr Gooderson of conduct that was in keeping with the sentiments expressed by the defendant. It is far more likely that the defendant was also responsible for these posts. The use of different language is attributable to the fact that by this stage the defendant was seeking to put some distance between himself and the posts, not least because the claimant had told him that he was issuing legal proceedings. The posts also contained a rather idiosyncratic use of capital letters, which was a feature of a number of the defendant's texts, as I have set out earlier.

84. I will next consider Posts 9 and 10. Some of their text was identical, albeit Post 10 contained additional material. Capital letters were used idiosyncratically, as in Posts 6 – 8. Posts 9 and 10 both contained a direct complaint about the no-refund policy of the FTBC and Mr Gooderson and both posts accused them of unscrupulous behaviour during a pandemic. This indicates that the events referred to by the poster had occurred very recently and concerned the non-return of a deposit. In turn, this provides a very clear link to the defendant. As I have indicated, I accept Mr Gooderson's evidence that he was not involved in any other dispute over a retained deposit at that time. The text of Post 10 contains more detail; it refers to Mr Gooderson failing to refund a deposit when the writer was unable to complete a purchase because of the lockdown. This directly reflects the position that the defendant had taken up with the claimant in his texts. Whilst the unrefunded sum is said to be £10,000, I conclude that this was simply the defendant's attempt at differentiating this transaction from his first wave of posts made under different names. I accept Mr Gooderson's evidence that he did not receive a deposit of £10,000 from anyone during the relevant period. Accordingly, I am quite satisfied that Posts 9 and 10 were also the work of the defendant.

85. I will consider Posts 11 – 13 together as they were all posted on the same day (20 May 2020) using the name Kimberley Webley or variants thereof. The posts were in the same terms and were clearly posted by the same person. They were bitterly critical of Mr Gooderson and referred to a refusal to give a refund during the pandemic; as such,

there is, again, a direct link to the source of the defendant's frustrations. There was also the idiosyncratic use of capitals and of punctuation, which are a feature of some of the earlier posts. The text in these short posts included the phrase "Shame on you"; and in this regard I note that Post 10 (which I have concluded was the work of the defendant) employed the phrase "Shame on them". The text also referred to the treatment received as "terrible", a word that was used repeatedly in Posts 14 and 15 which contained a more specific link to the defendant via the "suck deposit" phrase (as I will come on to). In the circumstances I am satisfied that the defendant was also responsible for Posts 11 – 13.

86. I then turn to the third wave of posts, which began on 8 July 2020. For the reasons I have already explained I conclude that the names used were not genuine and that the posts were generated by the same individual.

87. I will begin with Posts 14 and 15. These referred to a "Godardson" rather than to someone called "Gooderson" (as did Post 20). For now I am solely concerned with whether they were the work of the defendant. I consider at para 95 below whether they would be understood to refer to the claimant. Both of these posts used the "suck deposit" phrase which had appeared in three of the defendant's texts sent on 31 March and 1 April 2020 (paras 40 - 42 above). It is a distinctive and unusual choice of words for a situation where someone has declined to return a non-refundable deposit payment. It provides a clear link to the defendant. These posts also involved idiosyncratic use of capitals. In addition I am mindful of the timing. As I have indicated at para 54 above, these reviews were posted shortly after the defendant would have received the claimant's letter before claim.

88. It is right to note that there are some details that did not correspond to the defendant's circumstances; he was not charged £100 for photocopies and his deposit was not in the sum of £500. These details largely correspond to a complaint about the FTBC made on Google Reviews and other sites by a Ronald Theaker and/or his family members. These messages were posted in the 2018 – 2019 period. The messages complained of a £100 photocopying charge for a tenancy agreement and an unreturned deposit of £525. They also referred to Mr Gooderson having a track record of dissolving companies.

89. As I have accepted the claimant's evidence that he was not in dispute with anyone else at this time, realistically, there are only two possibilities: either the Theaker family decided to resurrect their complaints in July 2020 or the defendant had come across their earlier messages and decided to use some of the details in order to distance himself from his new posts. I conclude that the latter scenario is much more likely. I accept the claimant's evidence that he had not heard from the Theaker family for a substantial period of time; they had not posted any messages for over a year and nothing had occurred in or before July 2020 to re-trigger activity on their part. Furthermore, as Mr Gooderson said, when the Theakers had posted reviews, they had done so in their own names and had not tried to hide their identities. By contrast, there was a trigger (in his mind) for Mr Qureshi to begin a new wave of hostile messages on 8 July 2020 and by now he had a track record of trying to disguise his identity. I conclude that on these occasions he used some of the details from the Theakers' earlier messages to bolster his attacks and to try and hide his tracks. I doubt that the misspelling of Mr Gooderson's name was deliberate; spelling errors frequently appear in Mr Qureshi's messages and I consider that this was simply inadvertence. In this regard I note that he mis-spelt the claimant's name as "Goodson" in the text he set out of the admitted post in the ADC.

90. I will next consider Posts 16, 17 and 19. The text was largely the same in these short posts, although Post 16 had some additional wording. Posts 16 and 17 were both posted on 10 July 2020; Post 19 appeared in July 2020, but the exact date is unclear. They all used the alias "Shannon Shaw". All three posts were focused on Mr Gooderson and all included the phrase "Avoid at all cost", which was very similar to "Avoid at all costs" which was used in both Posts 14 and 15, which I have already concluded came from the defendant. The timing point that I have already discussed also applies. There is an echo of "Sunny Shah" in the choice of name, "Shannon Shaw". I have already linked the "Sunny Shah" alias to the defendant (para 81(iii) above). Furthermore, "Sunny Shah" and "Shannon Shaw" also both posted glowing messages about the "247" jewellers on Google Reviews. As they had only posted (respectively) 2 or 3 messages in total on this site, this is very unlikely to be a coincidence; it clearly points to the existence of a link between these two names. In light of the cumulative effect of these points, I am satisfied that the defendant was responsible for these posts.

91. I am also satisfied that the defendant was responsible for Post 18. There is a direct link to Posts 14 and 15 in the threefold use of the word "terrible" at the outset of the text. A further direct link comes from the use of the phrase "Avoid at all costs" and the reference to a track record of dissolving companies.

92. I am similarly satisfied in relation to Post 20. The wording used is almost identical to Posts 14 and 15.

93. The claimant's case is not as strong in relation to Post 21. Nonetheless, I accept that the link to the defendant is made out on the balance of probabilities. As I have found above, he had vented his annoyance at the claimant via 20 hostile posts. The source of his frustration was the claimant's refusal to refund his £5,000 deposit. No other FTBC customer was in a financial dispute with the claimant at the time. Accordingly, the action of posting a series of pictures linking FTBC to a sum of money of "5000" indicates a clear connection to the defendant.

94. For these reasons I am satisfied that the defendant is legally responsible for the publication of the 21 posts that are the subject of this claim.

Reference to the claimant

95. As I have indicated, the text of Posts 13, 14 and 20 made reference to "Godardson", rather than to the claimant's name. The question for me is whether the reasonable reader would have understood this to refer to the claimant (para 62 above). I accept that they would. The messages were posted on review sites in relation to the FTBC. The name used was very similar to the claimant's own name. FTBC was a small estate agent business in which only four people, including the claimant, worked at the time. Only his wife had a similar surname.

96. For the avoidance of doubt, the Particulars of Claim do not seek to rely upon the content of the earlier posts in this context.

97. The earlier posts on Google Reviews are relied upon in relation to Post 21. It is said that the images depicting the FTBC, a cash machine and a 5000 sum of money would be understood to refer to the claimant, given that he worked there and in light of the earlier posts, in particular Post 5, which had referred in terms to "First Time Buyers

Centre Stephen Gooderson" being "a bad guy who never give me deposit back lost 5000". I accept this contention. Both Posts 5 and 21 clearly referred to the FTBC and to a sum of money of 5000. I accept that the reasonable reader on this site would be seeking to discover information about the FTBC and/or about those who worked there and would see both of these reviews and would make the connection.

Defamatory meaning at common law

98. I will now consider the meaning of the words used in the posts. As I have indicated, my task is to discern the single natural and ordinary meaning that the reasonable reader would understand the words and/or images used to bear and then to assess whether the meaning is defamatory.

99. As regards Post 1, I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is an unscrupulous and dishonest estate agent, who wrongly retains deposit monies he is not entitled to". Post 2 was in the same terms and bore the same meaning.

100. Posts 3 and 5 were in similar terms to Posts 1 and 2, save that they did not include the word "crook". They did refer to the claimant as a "bad guy" in the context of saying that he would not give back a deposit of £5000 and the text clearly implied that he had no basis for retaining it. Accordingly, I accept that Posts 3 and 5 also bore the meaning I have already identified.

101. Post 4 repeatedly said that the claimant was a "crook" and also said that he "will steal ur money", that he was "rude abusive" and he would "speak sweet" until "he got ur money". No specific reference was made to deposits. Mr Gooderson was said to have a track record of dissolving companies. I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is a rude, underhand and dishonest estate agent who is not to be trusted with customers' money and who has previously misused the insolvency process to avoid paying liabilities".

102. Posts 6, 7 and 8 were in the same terms. There was no specific reference to retaining deposits. The claimant was described as a "cheater" and "horrible". I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is an unpleasant estate agent who will act dishonestly to gain an advantage to which he is not entitled".

103. Post 9 described the FTBC as an unscrupulous company with a "very shady" refund policy and as "Heartless money grabbers" and a "parasite" during the pandemic. The claimant was explicitly linked to this behaviour as immediately afterwards the text said to be "very careful IF YOU DEALING WITH STEVE GOODERSON". I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is unscrupulous. He is actively involved in an estate agent's business that unlawfully exploits its customers to callously obtain unjustified financial advantages during a global crisis."

104. Post 10 used the same text as Post 9, with additional wording that referred to the claimant refusing to refund a deposit and "profiteering out of Covid-19" and to the FTBC being "leeches during a global pandemic". However, the thrust of the text is the same. I therefore conclude that the meaning is as I have indicated in respect of Post 9.

105. Posts 11, 12 and 13 were in the same terms. They referred to the claimant providing "Awful service" and being "Absolutely rude". Explicit reference was made to a refusal to refund and this was placed in the context of "a world pandemic". I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is unscrupulous and rude. He is actively involved in an estate agent's business that exploits its customers to callously obtain unjustified financial advantages during a global crisis."

106. The wording of Posts 14, 15 and 20 was the same in all material respects. The FTBC was described as "terrible" and as having "suck deposit £500". The claimant was explicitly linked to this behaviour as it was said that people should "beware" of Goodardson (which, as I have found, would be understood as a reference to the claimant). The track record for dissolving companies was also referenced. I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is an estate agent who will impose excessive charges and retain monies which he is not entitled to. He is untrustworthy and has previously misused the insolvency process to avoid paying liabilities".

107. Posts 16, 17 and 19 were in the same terms, save that Post 16 included the additional sentence: "Don't waste your time and money here". The claimant was said to provide "Absolutely dreadful service". I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is an unprofessional estate agent who provides poor service and wastes his customers' money".

108. Post 18 said the claimant was "arrogant", protected those who paid him the most money and refused to refund deposits. There was a suggestion that he paid deposit monies into his own bank account rather than putting them in a deposit scheme and there was reference to his track record for dissolving companies. I consider that, in their context, the natural and ordinary meaning of the words complained of is that: "The claimant is an estate agent who misapplies deposit monies, gives preferential treatment to those with the most money and is rude and overbearing to other customers. He is untrustworthy and has previously misused the insolvency process to avoid paying liabilities."

109. Whilst I appreciate that there is an air of artificiality given my earlier conclusion that Post 21 would have been understood to refer to the claimant, I do not accept his pleaded case that the natural and ordinary meaning of the photographs, taken in isolation, was that the claimant had wrongfully retained £5,000 belonging to the defendant. The photographs did not identify or point specifically towards the claimant. The alleged meaning relied on by the claimant can only be advanced by considering Post 21 in conjunction with the earlier posts on the same site, particularly Post 5. However, para 56 of the Particulars of Claim is based upon the alleged "natural and ordinary meaning of the photographs" alone; no reliance is placed upon earlier posts on Google Reviews in this context and no application was made to amend the pleading.

110. I am satisfied that the natural and ordinary meanings I have identified in respect of Posts 1 – 20 did substantially adversely affect the attitude of other people towards the claimant or at least would have had a tendency to do so (para 63 above). This is quite evident from the meanings I have identified. Accordingly, Posts 1 – 20 were defamatory of the claimant at common law. For the reason I have just identified, I do not consider that the claimant has made out his case in relation to Post 21.

Serious harm test

111. As I have already indicated, I will consider each post individually, rather than looking at their combined effect, in determining whether the section 1(1) "serious harm" test is met. However, there are a number of features that apply to each of the posts:

i) The five platforms where the posts appeared were all used by people seeking to ascertain the reputation of the FTBC and/or of those who worked for it and the quality of the services they provided. The posts were not read casually for entertainment;

ii) The words used in the posts reflected adversely upon the claimant's business reputation and did so in a field (estate and property management) in which he had worked for many years. Further, they did so in relation to a geographical locality where he had been based for many years (Ashton-under-Lyne);

iii) The claimant is a prominent member of his local community, involved not only in local business but in civil life and charitable endeavours. He is someone who is likely to be searched for online. In particular, anyone wanting to research Mr Gooderson's standing, whether for property transactions, as a potential expert witness or in relation to his charitable activities is likely to have come across these posts when they were on the websites; and

iv) The posts remained publicly available for at least a number of months (para 58 above).

112. In addition, the majority of the posts contained very serious imputations which directly attacked the claimant's integrity. As I have found when considering the natural and ordinary meaning of the words used:

i) The meaning of Posts 1 – 8 included that the claimant was dishonest;

ii) The meaning of Posts 14, 15, 18 and 20 included that the claimant was untrustworthy; and

iii) The meaning of Posts 9 – 13 included that the claimant exploited customers and lacked scruples.

113. The only posts which did not bear on the claimant's honesty and integrity were Posts 16, 17 and 19. They said that he was unprofessional and provided poor services. I will return to these posts after addressing those that did cast imputations upon his honesty. As Dr Wilkinson pointed out, integrity and honesty are core attributes of a person's personality; all the more so given the nature of the claimant's work and his profile in his community.

114. Whilst, quite understandably, the claimant's witnesses could not differentiate between the impact that the various posts had upon them, their evidence supports the proposition that these posts did cause or were likely to cause serious harm. As I have already summarised, both Mr Buckley and Mr Wilkinson pulled out of business ventures with the claimant in light of the posts and Ms Costello considered doing so in relation to the proposed tenancy (para 59 above).

115. In terms of the number of views that the posts attracted, the figures are only available for those on Google Reviews. The numbers of views were: Post 5 – 636 views (and 5 likes); Post 19 – 302 views; and Post 20 – 318 views. Plainly these are not insignificant numbers and, for reasons I have already identified, many of the views were likely to be by people in the claimant's local area, researching the FTBC or those who worked there. As the authorities recognise, there is also the percolation or grapevine effect of further communication to bear in mind.

116. As Posts 1 – 20 have been removed (para 58 above), there is less likely to be a future effect. The prospect of some further percolation, particularly in the claimant's locality cannot be discounted altogether, but I have focused upon past harm for present purposes.

117. In relation to each of Posts 1 – 15, 18 and 20, for all the reasons I have identified, I am satisfied that the claimant has shown that the statements complained of caused serious harm to his reputation. In summary, this is based on a combination of the meaning of the words; the gravity of what was said; the nature and context of the publication and the likely readership; the claimant's profile within his local community; the evidence of actual impact that I have summarised; and the inherent probabilities.

118. The position is more borderline in relation to each of Posts 16, 17 and 19. However, the common factors that I identified at para 111 above applied in each of these instances and the words used indicated that the claimant was unprofessional, provided a poor service and wasted customers' money. I accept that as a matter of inference this caused serious harm to his reputation as an estate agent / manager of property and as someone heavily involved in local charitable endeavours.

119. In light of these conclusions it follows that the claimant has made out his case on liability in respect of Posts 1 – 20 inclusive.

Conclusion: remedies

Damages

120. The claimant seeks general damages and aggravated damages. Dr Wilkinson submitted that the figures awarded should at the top end of a range of £35,000 to £45,000 (general damages) and £5,000 to £10,000 (aggravated damages), producing a global award of £55,000.

The legal framework

121. The principles relating to general damages were set out by Warby J (as he then was) in *Barron v Vines* [2016] EWHC 1226 (QB) at paras 20 – 21. As relevant to the present case he said:

> "[20] The general principles were reviewed and re-stated by the Court of Appeal in *John v MGN Ltd* [1997] QB 586 … Sir Thomas Bingham MR summarised the key principles at pages 607 – 608 in the following words:

> The successful plaintiff in a defamation action is entitled to recover, as general compensatory damages, such sum as will compensate him for the wrong he has suffered. That sum must [1] compensate him for the damage to his reputation; [2] vindicate his good name; and [3] take account of the distress, hurt and humiliation which the defamatory publication has caused. In assessing the appropriate damages for injury to reputation the most important factor is [a] the gravity of the libel; the more closely it touches the plaintiff's personal integrity, professional reputation, honour, courage, loyalty and the core attributes of his personality, the more serious it is likely to be. [b] The extent of publication is also very relevant: a libel published to millions has a greater potential to cause damage than a libel published to a handful of people. [c] A successful plaintiff may properly look to an award of damages to vindicate his reputation: but the significance of this is much greater in a case where the defendant asserts the truth of the libel and refuses any retraction or apology than in a case where the defendant acknowledges the falsity of what was published and publicly expresses regret that the libellous publication took place. It is well established that [d] compensatory damages may and should compensate for additional injury caused to the plaintiff's feelings by the defendant's conduct of the action, as when he persists in an unfounded assertion that the publication was true, or refuses to apologise, or cross-examines the plaintiff in a wounding or insulting way. Although the plaintiff has been referred to as "he" all this of course applies to women just as much as men."

[21] I have added the numbering in this passage, which identifies the three distinct functions performed by an award of damages for libel. I have added the lettering also to identify, for ease of reference, the factors listed by Sir Thomas Bingham. Some additional points may be made which are relevant in this case:

(1) The initial measure of damages is the amount that would restore the claimant to the position he would have enjoyed had he not been defamed: *Steel and Morris v United Kingdom* (2004) 41 EHRR [37], [45].

(2) The existence and scale of any harm to reputation may be established by evidence or inferred. Often, the process is one of inference, but evidence that tends to show that as a matter of fact a person was shunned, avoided, or taunted will be relevant. So may evidence that a person was treated as well or better by others after the libel than before it.

(3) The impact of a libel on a person's reputation can be affected by:

a) Their role in society. The libel of Esther Rantzen [*Rantzen v Mirror Group Newspapers (1986) Ltd* [1994] QB 670] was more damaging because she was a prominent child protection campaigner.

b) The extent to which the publisher(s) of the defamatory imputation are authoritative and credible. The person making the allegations may be someone apparently well-placed to know the facts, or they may appear to be an unreliable source.

c) The identities of the publishees. Publication of a libel to family, friends or work colleagues may be more harmful and hurtful than if it is circulated amongst strangers. On the other hand, those close to a claimant may have knowledge or viewpoints that make them less likely to believe what is alleged.

d) The propensity of defamatory statements to percolate through underground channels and contaminate hidden springs, a problem made worse by the internet and social networking sites, particularly for claimants in the public eye: *C v MGN Ltd* (reported with *Cairns v Modi* at [2013] 1 WLR 1051) [27].

(4) It is often said that damages may be aggravated if the defendant acts maliciously. The harm for which compensation would be due in that event is injury to feelings.

(5) A person who has been libelled is compensated only for injury to the reputation they actually had at the time of publication…

(6) Factors other than bad reputation that may moderate or mitigate damages, on some of which I will also elaborate below, include the following:

a)…

b) Publications by others to the same effect as the libel complained of if (but only if) the claimants have sued over these in another defamation claim, or if it is necessary to consider them in order to isolate the damage caused by the publication complained of.

c)…

d) A reasoned judgment, though the impact of this will vary according to the facts and nature of the case.

(7) In arriving at a figure it is proper to have regard to (a) Jury awards approved by the Court of Appeal: *Rantzen* 694, *John* , 612; (b) the scale of damages awarded in personal injury actions: *John* ,

> 615; (c) previous awards by a judge sitting without a jury: see *John* 608.
>
> (8) Any award needs to be no more than is justified by the legitimate aim of protecting reputation, necessary in a democratic society in pursuit of that aim, and proportionate to that need: *Rantzen* ... This limit is nowadays statutory, via the Human Rights Act 1998."

122. The factors and circumstances that may be regarded as aggravating the claimant's damage were summarised by Nourse LJ in *Sutcliffe v Pressdram Ltd* [1991] 1 QB 153 at para 184. As material to the present circumstances he said:

> "It is very well established that in cases where the damages are at large the jury (or the judge if the award is left to him) can take into account the motives and conduct of the defendant where they aggravate the injury done to the plaintiff. There may be malevolence or spite or the manner of committing the wrong may be such as to injure the plaintiff's proper feelings of dignity and pride. These are matters which the jury can take into account in assessing the appropriate compensation.
>
> The conduct of a defendant which may often be regarded as aggravating the injury to the plaintiff's feelings, so as to support a claim for 'aggravated' damages, includes a failure to make any or any sufficient apology or withdrawal; a repetition of the libel; conduct calculated to deter the claimant from proceeding; …the general conduct either of the preliminaries or of the trial itself in a manner calculated to attract wide publicity; and the persecution of the plaintiff by other means."

123. Aggravated damages are sometimes awarded as a separate sum. However, in *Lachaux v Independent Print Ltd* [2021] EWHC 1797 Nicklin J explained why he considered this practice to be unnecessary and unwise, given that the court's task is to assess the proper level of compensatory damages due to the claimant taking into account all of the relevant factors (para 227). I respectfully agree with these observations and Dr Wilkinson indicated during his oral submissions that he did not press for a separate aggravated damages award.

<u>The appropriate award in this case</u>

124. In determining the appropriate award of compensatory damages I will consider the cumulative effect of the 20 posts that I have found to be defamatory of the claimant. I bear in mind the importance of the award that I make to vindicating the claimant's reputation. In assessing the appropriate sum to award, I take into account the following factors in particular:

    i) I accept that the defamatory statements caused a great amount of hurt and distress to Mr Gooderson;

    ii) The claimant's conduct which triggered the spiteful posts was in fact entirely reasonable. The terms of the parties' agreement enabled the claimant to withhold

the deposit and he had made this point clear to the defendant before the agreement was signed (paras 30 - 31 above). The deposit arrangement was of potential benefit to both parties (para 28 above). In the event the claimant offered revised terms to the defendant to give him more time to complete the purchase or pay a reduced purchase price (paras 39 and 40 above). The properties were yielding no rent and the claimant was liable to pay rates in relation to them in the interim (para 28 above). In the event, the claimant was liable for the abortive conveyancing costs incurred by his solicitors (£720 and £600). The defendant advanced a number of unconvincing and, at times, inconsistent reasons as to why he could not proceed with matters (paras 36, 43 and 44). There is a question mark over whether he could in fact afford to make the purchase (paras 33 and 43);

iii) As I have already noted when considering the serious harm test, the defendant's posts attacked and harmed the claimant's reputation in the field in which he had worked successfully for many years and in relation to the local area where he worked and was well known (para 111 above);

iv) At the time when the posts began, the claimant enjoyed a well-established and very positive reputation based, amongst other things, on his extensive charitable works (paras 25 and 111 above);

v) The evidence shows that the defamatory posts did have a negative impact on some of those with whom the claimant was doing business (para 59 above);

vi) The posts appeared on review sites where the readers were unlikely to have been casual browsers. They would probably have been looking for the very things that the defendant posted, namely assessments about those they had searched for (para 111 above). In the claimant's case this will likely have included prospective purchasers, those in property management and those considering using his services as an expert;

vii) In terms of their reach, the posts appeared on five different websites, which included the local, the national and the industry-specific. Readership figures are only known for the posts on Google Reviews, where at least several hundred people viewed each of the posts (para 115 above);

viii) The majority of the posts impugned the claimant's honesty and integrity in the context of his professional activities. They were grave libels that went to a core attribute of his personality and professional life;

ix) I accept the claimant's evidence that the posts affected his actions. He became socially reclusive. He was unsure whether or not to forewarn people about the posts in an effort to explain and try and stop percolation. This was a source of significant anxiety. (In the event, sometimes he told people and sometimes he did not, which is quite understandable);

x) The impact on the claimant was exacerbated by the sheer number of posts and the range of assumed names in which the posts were made. In effect the defendant ran a systematic and targeted campaign against him;

xi) On two occasions a new wave of defamatory posts was triggered by the reasonable steps that the claimant had taken to try and protect his reputation. This left Mr Gooderson fearful and uncertain as to what to expect next if he proceeded with such steps. The defendant's conduct was both malevolent and designed to deter the claimant from taking legal action;

xii) The defendant ignored reasonable requests that he cease posting these messages; he failed to remove the defamatory posts and instead he posted more. (The posts were only taken down by the sites after the intervention of the claimant's solicitors);

xiii) The defendant has not accepted his responsibility for the posts nor properly apologised for them. Instead his evasive behaviour during this litigation and his multiple breaches of court orders, including the failure to give proper disclosure, has significantly increased the claimant's upset and stress; and

xiv) Until it was struck out, the claimant had to face the ADC which included a defence that the reviews were substantially true and also a meritless counterclaim alleging misrepresentation and/or unjust enrichment in relation to the withheld deposit.

125. Dr Wilkinson cited the awards made in *John v MGN Ltd* [1997] QB 586 and in *Oyston v Reed* [2016] EWHC 1067 (QB) as providing some value as comparators, albeit he accepted that they did not provide an exact comparison.

126. Having carefully considered all the relevant factors, I consider that an appropriate award of compensatory damages is £42,500. For the avoidance of doubt, this includes compensation for the aggravating factors that I have identified.

Injunctive relief

127. There is no need for me to make an order requiring the removal of Posts 1 - 20, as this has already occurred.

128. I am quite satisfied that I should make an order restraining the defendant from publishing, or causing or permitting the publication, of the words complained of in Posts 1 – 20 or any similar words defamatory of the claimant.

129. It is appropriate to grant an injunction because I have found that the defendant has failed to accept responsibility for the defamatory posts, failed to take steps to remove any of the posts, engaged in a sustained and malevolent campaign against the claimant and failed to comply with court orders. Given the similarity between the text and some of the earlier posts, I also find that the defendant was responsible for the October 2020 post (para 57 above). This indicates that he has posted at least one message since the posts that are the subject of this claim.

Conclusion and outcome

130. For the reasons I have identified above, I find that liability has been established in relation to Posts 1 – 20. The defendant was responsible for their publication, they

referred to the claimant and they were defamatory at common law and the statutory "serious harm" test is satisfied.

131. I have awarded compensatory damages, including aggravated damages, in the sum of £42,500. I will also grant injunctive relief restraining the defendant from publishing further comments, as I have indicated at para 128 above.

132. As the defendant is not represented I have not circulated a draft copy of this judgment for the identification of typographical corrections. However, as I indicated at the conclusion of the trial, I will give the parties an opportunity to make written submissions on consequential orders, including as to the precise terms of the injunction and as to costs. For the avoidance of doubt, the defendant is permitted to make submissions on these limited matters. The order that accompanies the handed down judgment makes provision for this timetable and records the outcome in terms of liability and damages. It also includes an injunction that is intended to cover the short-term position until the permanent injunction order is made (after receipt of written submissions). I consider this is necessary given that the past history indicates that, unless restrained, the defendant may react to the judgment by posting further messages about the claimant. He should be in no doubt that the court would view any such actions very seriously.