



Neutral Citation Number: [2021] EWHC 143 (QB)

Case No: QB-2020-001358

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

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 29 January 2021

Before :

THE HONOURABLE MR JUSTICE NICKLIN

Between :

David Haviland

Claimant

- and -

(1) The Andrew Lownie Literary Agency Limited
(2) Andrew James Hamilton Lownie

Defendants

Robert Sterling (instructed by **Carruthers Law**) for the **Claimant**
John Stables (instructed by **Brett Wilson LLP**) for the **Defendants**

Written submissions: 20 November 2020

**Covid-19 Protocol: This judgment was handed down by the judge remotely
by circulation to the parties' representatives by email and release to Bailii.
The date of hand-down is deemed to be as shown above.**

Approved Judgment

I direct that copies of this version as handed down may be treated as authentic.

.....

THE HONOURABLE MR JUSTICE NICKLIN

The Honourable Mr Justice Nicklin :

1. This is a claim for libel arising from seven emails that were sent by the Defendants concerning the Claimant to Reedsy, a British online author services firm. The Claimant describes himself as a well-known and highly respected editor and publisher and the First Defendant as a well-known and influential literary agency. The Second Defendant is a director and 50% shareholder of the First Defendant.
2. The Claimant's case is that Reedsy "*serves as a bridge uniting authors and editors and publishers*" and has a "*very considerable influence in connecting writers with editors and publishers and other publishing professionals*".
3. The emails about which the Claimant complains are set out in the Appendix to this judgment, referred to as the First to Seventh Emails. They are set out as they originally appeared, included within email chains where applicable. Any errors appear in the original text.
4. The Claim Form was issued on 14 April 2020. The Claim Form with Particulars of Claim was not served until mid-August 2020. In the Particulars of Claim, each Email is pleaded separately. Each meaning relied upon by the Claimant is pleaded as arising as the natural and ordinary meaning of each individual Email. No innuendo is advanced, relying for example on earlier Emails. Where the email appears as part of a chain, the Claimant has set out the text of the main message in the Particulars of Claim.
5. The meanings pleaded by the Claimant are as follows:
 - i) First Email:

“[The Claimant] has made many false and misleading statements on his webpage on Reedsy’s website, including the endorsement he claims was given by Andrew Lownie and his claim that he is the founder and running the business of the publishing company, Thistle Publishing”
 - ii) Second Email:

“[The Claimant] has falsely and misleadingly claimed on his website page on Reedsy’s website to have edited or worked on the eight books listed below, which are unconnected with him”
 - iii) Third Email:

“The [First Defendant] has received a large number of well-founded complaints from its clients about the poor services provided to them by [the Claimant], when he was working at [the First Defendant]. In consequence, he has been removed from his position with [the First Defendant] and is being sued by the agency in relation to these complaints.

[The Claimant] has also falsely and misleadingly included on his Reedsy website page the endorsement he claims was given by [the Second Defendant], when, in fact, [the Second Defendant] had not given or consented to such endorsement.

Further, on his webpage with Reedsy [the Claimant] has falsely and misleadingly claimed to have edited or worked on the eight books listed below, which are unconnected with him.”

iv) Fourth Email:

“[The Claimant] is still falsely and misleadingly claiming on his webpage on Reedsy’s website to have been the founder and to be running the business of the publishing company, Thistle Publishing.”

v) Fifth Email:

“[The Claimant] is still falsely and misleadingly claiming on his webpage on Reedsy’s website to be running the business of the publishing company, Thistle Publishing, and also to be a publisher.”

vi) Sixth Email:

“[The Claimant] is still falsely and misleadingly claiming on his webpage on Reedsy’s website that he is running the publishing company, Thistle Publishing, and that he is also a publisher.”

vii) Seventh Email:

“[The Claimant] is still falsely and misleadingly making the following claims on his webpage on Reedsy’s website:

- (1) That one of his books was a New York Times and Sunday Times No.1 bestseller for a total of 13 weeks and the best-selling non-celebrity memoir that year, when, in truth the book was the work of the author Cathy Glass, he made little contribution to the book and the changes that he made to the book had to be re-written by the publisher.
- (2) That when he left [the First Defendant] he was ranked 6th in sales worldwide for UK Fiction by Publishers Marketplace.
- (3) That he is running the business of the publishing company, Thistle Publishing.
- (4) That the quoted endorsement had been given to him by [the Second Defendant], notwithstanding that [the Second Defendant] had not given the same.
- (5) That, since 2013 he has been a publisher of the publishing company, Thistle Publishing.”

6. The Defendants have accepted that the natural and ordinary meaning of the First Email is the meaning pleaded by the Claimant in the Particulars of Claim.

7. On 20 October 2020, I directed that the following should be tried as preliminary issues:

- i) the natural and ordinary meaning of the Second to Seventh Emails; and

- ii) whether the meanings of the First to Seventh Emails are defamatory of the Claimant.
8. Pursuant to a further direction given in the Order of 20 October 2020, the Defendants have filed a written statement of their case on the natural and ordinary meanings of the seven Emails:
- i) Second Email:

“The Claimant has included in his profile on the Reedsy website reference to eight listed works for which he incorrectly takes credit”
 - ii) Third Email:

“(a) The Claimant has included in his profile on the Reedsy website:

 - (i) reference to eight listed works for which he incorrectly takes credit; and
 - (ii) an endorsement from the Second Defendant for which permission has been withdrawn.

(b) The Claimant was the subject of numerous complaints when he worked at the First Defendant literary agency.

(c) The Claimant and the First Defendant are now engaged in a legal dispute from their former relationship.”
 - iii) Fourth Email:

“The Claimant has included in his profile on the Reedsy website a statement that he founded Thistle Publishing that is incorrect”
 - iv) Fifth Email:

“The Claimant has included in his profile on the Reedsy website statements that he runs Thistle Publishing and in that respect within the company carries the title ‘Publisher’ that are incorrect”
 - v) Sixth Email:

“The Claimant has included in his profile on the Reedsy website statements that he runs Thistle Publishing and that in that respect within the company carries the title ‘Publisher’ that are incorrect”
 - vi) Seventh Email:

“The Claimant has included in his profile on the Reedsy website:

 - (1) reference to his role in the creation of a bestselling book that is incorrect;
 - (2) a statement of the Claimant’s ranking for worldwide sales that is incorrect;

- (3) a statement that he runs Thistle Publishing that is incorrect;
 - (4) a statement that within Thistle Publishing the Claimant carries the title ‘Publisher’ that is incorrect;
 - (5) an endorsement from the Second Defendant for which permission had been withdrawn.”
9. The Defendants’ case is that apart from the Defendant’s meaning (b) advanced in respect of the Third Email, none of the emails bears a meaning that is defamatory of the Claimant at common law. The Defendants contend that the various Emails meant no more than “*the Defendants took issue with the accuracy of certain statements the Claimant had posted on his Reedsy profile and was using an endorsement for which he did not have permission.*”
10. With the consent of the parties, no hearing took place. Instead, I have considered the written submissions of the parties on the issues to be determined. In accordance with the practice outlined in *Hewson -v- Times Newspapers Ltd* [2019] EWHC 650 (QB) [16]-[27], copies of the parties’ written submissions will be made available with copies of this judgment.

Natural and Ordinary Meaning: the Law

11. The law I apply in relation to resolution of the first preliminary issue is well settled and is set out in *Koutsogiannis -v- Random House Group Ltd* [2020] 4 WLR 25 [11]-[12]. The principles identified in [12(x)] and [12(xi)] have particular relevance to this case. The meaning that any individual publishee understood a particular Email to bear, whilst likely to be highly material to any assessment of serious harm to reputation (under s.1 Defamation Act 2013), is nevertheless irrelevant to the determination of the single natural and ordinary meaning.
12. The modern and approved practice when the Court comes to determine the natural and ordinary meaning of the publication in a defamation claim is to read the words complained of without reference to the parties’ contentions or submissions: *Tinkler -v- Ferguson* [2020] EWCA Civ 819 [9] *per* Longmore LJ. The purpose of doing so is “*to capture the Judge’s initial reaction as a reader*”. Only after doing so have I considered the parties’ pleaded cases and arguments.
13. In *Sheikh -v- Associated Newspapers Ltd* [2019] EWHC 2947 (QB) Warby J noted:
- [24] The overriding rule when dealing with both meaning and the question whether a statement is factual or opinion is encapsulated ... above. It is always a question of how the reasonable reader would respond to the words.
- [25] One important principle that follows from that overriding rule is the need to avoid unduly elaborate analysis. This is a constant theme of the jurisprudence. It applies to the arguments of Counsel, to the reasoning process undertaken by the Judge, and to the reasons to be given by the judge when explaining his or her conclusions on meaning.
14. As to whether a meaning found by the Court is defamatory at common law, the principles are set out in *Allen -v- Times Newspapers Ltd* [2019] EWHC 1235

(QB) [19]. A statement is defamatory of a claimant if, but only if, (a) it imputes conduct which would tend to lower the claimant in the estimation of right-thinking people generally; and (b) the imputation crosses the common law threshold of seriousness, which is that it substantially affects in an adverse manner the attitude of other people towards him/her or has a tendency to do so.

Parties' submissions

15. As copies of the written submissions will be made available when this judgment is handed down, only a short summary of the parties' arguments is required for this judgment.
16. As to natural and ordinary meaning, the Claimant makes few submissions beyond the words of the Emails themselves. Mr Sterling has particularly highlighted the word "*misrepresentation*" as it is used in the Fifth, Sixth and Seventh Emails as demonstrating that the meaning goes beyond a simple allegation that there were inaccuracies or errors in the Claimant's profile. Mr Stables on behalf of the Defendants contends that all of the Emails are simply requesting the correction of inaccuracies.

Decision

17. Both sides have made submissions as to the context in which the emails appeared. I have set out the emails in the Appendix to this judgment exactly as they would have appeared. Mr Stables submitted that the reader(s) of the relevant Emails would have read the entire chain. I am not sure that that is necessarily what recipients of emails do, particularly if they are long or are part of an ongoing conversation. I do not consider that the point requires resolution because I think whether the recipient read the entire thread of emails makes no difference to the meaning of the relevant Email in its proper context. These are not complicated documents. They would have been read and absorbed quickly; the meaning received would have been largely impressionistic.

First Email

18. The parties are agreed that the natural and ordinary meaning is:

“[The Claimant] has made many false and misleading statements on his webpage on Reedsy's website, including the endorsement he claims was given by Andrew Lownie and his claim that he is the founder and running the business of the publishing company, Thistle Publishing”
19. The meaning that the parties have agreed has left unspecified whether the false and misleading statements were included by the Claimant deliberately. This makes a difference whether the meaning is defamatory or not. If, having read the text, the ordinary reasonable reader drew nothing more than that there were inaccuracies in the text that were innocent or at best careless, then that meaning would not cross the threshold of being defamatory. It would not be serious enough. In my judgment, the First Email does suggest to the ordinary reader that the false statements had been included deliberately by the Claimant. That message comes across largely from the accusatory tone of the email and the fact that it is described as a complaint. I am satisfied that this crosses the threshold of seriousness to be regarded as defamatory at common law; it connotes deception or an attempt to deceive.

Second Email

20. The Second Email was sent some 7 minutes after the First Email. It clearly referred to the First Email, and to that extent the two should be read together when ascertaining meaning. In the Second Email, the Second Defendant was essentially identifying the inaccurate entries to which he had referred in the First Email. The meaning of the Second Email is:

“The Claimant’s claiming credit, on his webpage on the Reedsy website, for eight works was, as the Claimant knew, false and misleading.”

21. I have specified, clearly, in the meaning that the Email alleged that the statement was known to be false and misleading by the Claimant. In context, the allegation would be understood to be that the inaccuracies were not innocent or careless; they were deliberate. The natural and ordinary meaning should reflect this.
22. This meaning is defamatory at common law. It again connotes deception or an attempt to deceive.

Third Email

23. The immediate context of the Third Email is that it is a reply to an email sent by Mr Nataf at 17.15 (which itself was a reply sent to the Second Defendant’s First Email). The terms of Mr Nataf’s reply perhaps suggest that he saw primary responsibility for the accuracy of information in the Claimant’s profile as lying with the Claimant and he asked whether the Second Defendant had discussed the issue with him.
24. Nevertheless, assessed objectively, the natural and ordinary meaning of the Third Email is, in my judgment:

“(1) The Claimant’s webpage on the Reedsy Website contained the following statements which the Claimant knew were false and misleading and which ought to be removed:

- (a) that the Claimant had edited eight works; and
- (b) that the Second Defendant had given the Claimant an endorsement.

(2) Whilst working for the First Defendant, the Claimant had conducted himself in such a way that led to well-founded complaints and legal action.”

25. The additional information that is provided in the Third Email makes it very clear to the reader that there is an ongoing dispute between the Claimant and the Second Defendant. The allegation is clearly that the Claimant has included information on his webpage on the Reedsy website which is known by him to be false and misleading. The form of the meaning I have set out complies with the repetition rule, whereas the meanings advanced by the Claimant and the Defendants did not: see discussion in *Koutsogiannis* [32(ii)].
26. This meaning is defamatory at common law. It again connotes deception or an attempt to deceive.

Fourth Email

27. The immediate context of the Fourth Email is that it was a response to Mr Nataf's suggestion that the Second Defendant ought to be taking up his complaints with the Claimant rather than him. The Second Defendant argued that it was Reedsy's responsibility "*to carry true information*". In my judgment the meaning of the Fourth Email is:

"The Claimant's claim, on his webpage on the Reedsy website, that he was the founder and was running Thistle Publishing was, as he knew, false and misleading."

28. This meaning is defamatory at common law. It again connotes deception or an attempt to deceive.

Fifth Email

29. The Fifth Email, as is clear from the chain, was a response to Jessica Kim, to whom Mr Nataf had passed the Second Defendant's inquiries regarding the website. Whether or not Ms Kim read the entire email history underneath the Fifth Email, in my judgment the natural and ordinary meaning is:

"There were grounds upon which to challenge the accuracy of the Claimant's claim, on his webpage on the Reedsy website, that he ran the Thistle Publishing and that he had been a publisher since 2013. He was one of the two directors."

30. This meaning is materially different from that of earlier Emails. The ordinary reasonable reader can see from the terms of the Fifth Email that the Second Defendant's complaint was that Thistle Publishing was run by a company of which the Claimant was one of two directors. Seen in that context, the reader can assess for him/herself the nature of what the Second Defendant had alleged to be inaccurate. In my judgment that would clearly lead the ordinary reasonable reader to conclude that the Second Defendant's complaint about this issue was trivial, even a matter of semantics. In my judgment, it does not cross the threshold of seriousness to be defamatory at common law.

Sixth Email

31. This was a further reply to Ms Kim. In her email, Ms Kim had attempted to draw the Second Defendant's complaints to a close. She was not successful. The Sixth Email contains what an ordinary reasonable reader would conclude were nothing more than the Second Defendant's efforts to convince Ms Kim that the Claimant's entry on the Reedsy website about "running" Thistle Publishing and being the publisher was still misleading. Again, I am satisfied that the ordinary reasonable reader would quickly conclude the Second Defendant's complaints in this respect were semantic and trivial. It is unnecessary for me to ascribe a meaning to the Sixth Email as I am quite satisfied that it is not defamatory of the Claimant at common law.

Seventh Email

32. The Seventh Email is of a different character. It opens up a new front of challenge to the Claimant's profile as it appeared on the Reedsy website. Nevertheless, the meaning

that the ordinary reasonable reader would understand would be coloured by the fact that it had followed on from the earlier complaints about the deliberate publication of false/inaccurate information by the Claimant. Apart from the dispute about whether the Claimant “*ran*” Thistle Publishing and whether he was a “*publisher*”, the ordinary reasonable reader is not provided with information which would lead him/her to conclude that the complaints were trivial; on the contrary the information provided appears to demonstrate that there is substance to the three remaining complaints. In my judgment the natural and ordinary meaning is:

“The Claimant had made the following statements on his webpage on the Reedsy website which he knew were false and misleading:

- (1) That one of the Claimant’s books was a New York Times and Sunday Times No.1 bestseller for a total of 13 weeks and the best-selling non-celebrity memoir that year, when, in truth the book was the work of the author Cathy Glass, he made little contribution to the book and the changes that he made to the book had to be re-written by the publisher.
- (2) That when the Claimant left the First Defendant, he was ranked sixth in sales worldwide for UK Fiction by Publishers Marketplace, which was not true.
- (3) That the Claimant had been given an endorsement by the Second Defendant (in the terms quoted on the website) whereas the Second Defendant had refused to provide that endorsement.”

33. I have excluded from this meaning the two paragraphs contained in the Claimant’s meaning which relate to the dispute about whether the Claimant “*ran*” Thistle Publishing and whether he was a publisher. The ordinary reasonable reader would, in the context of the preceding Emails, recognise this as a continuation of the trivial semantic dispute and which did not reflect adversely on the Claimant. The meaning I have set out is defamatory at common law because it again suggests deception or an attempt to deceive on the part of the Claimant.
34. I should make clear that where I have ruled that a meaning is defamatory that is solely applying the common law test. The issue of whether the Claimant can satisfy the requirements of s.1 Defamation Act 2013 in respect of the publication of the First to Fourth and Seventh Emails will remain to be resolved later in the proceedings. I will say nothing more on this topic.

Appendix – Emails complained of by the Claimant

First Email

From: Andrew Lownie <andrewlownie.co.uk>
Sent: 15 April 2019 17.09
To: 'service@reedsy.com'
Subject: David Haviland

I'd like to complain about this entry <https://reedsy.com/david-haviland> which is full of inaccuracies. I have certainly not given an endorsement nor I suspect have several of those quoted and David Haviland did not found Thistle – I set it up in 1996. Nor does he run Thistle – he is a co-director with me. Andrew Lownie.

Second Email

From: Andrew Lownie <andrew@andrewlownie.co.uk>
Sent: 15 April 2019 17:16
To: 'service@reedsy.com'
Subject: FW: David Haviland

Following my e mail I'd ask you to remove these entries. They are actually books represented by me at the Andrew Lownie Literary Agency , with which David Haviland has no association now, which on reversion were published by Thistle at my instigation

Atom Bomb to Santa Claus: What Have the Americans Ever Done for Us?

Trevor Homer

Holiday SOS: The Life-Saving Adventures of a Travelling Doctor

Dr. Ben MacFarlane

To the Edge of the Sky: A Story of Love, Betrayal, Suffering and the Strength of Human Courage

Anhua Gao

My Life with Leopards: Graham Cooke's Story

Fransje van Riel

Irreplaceable: A Journey Through Love, Loss and Healing

Louise Moir

Through A Mother's Tears: The tragic true story of a mother who lost one daughter to a brutal murderer and another to a broken heart

Cathy Broomfield

Crime Squad: Life and Death on London's Front Line

Mike Pannett, Kris Hollington

A Life in Death

Richard Venables, Kris Hollington

Andrew Lownie

From: Andrew Lownie [mailto:andrew@andrewlownie.co.uk]
Sent: 15 April 2019 17:09
To: 'service@reedsy.com'
Subject: David Haviland

I'd like to complain about this entry <https://reedsy.com/david-haviland> which is full of inaccuracies. I have certainly not given an endorsement nor I suspect have several of those quoted and David Haviland did not found Thistle – I set it up in 1996. Nor does he run Thistle – he is a co-director with me. Andrew Lownie.

Third Email

From: Andrew Lownie <Andrew@andrewlownie.co.uk>
Sent: 15 April 2019 17:52
To: 'Emmanuel Nataf'
Cc: 'Jessica Kim'
Subject: RE: David Haviland

Dear Emmanuel,

There were a large number of author complaints about David Haviland and he no longer works for the agency. The matter is now subject to legal action.

He does not have permission to use my endorsement and I would ask you to remove it.

I'd also ask you to remove these entries. They are actually books represented by me at the Andrew Lownie Literary Agency, with which David Haviland has no association now, which on reversion were published by Thistle at my instigation. They are not books he edited.

Atom Bomb to Santa Claus: What Have the Americans Ever Done for Us?

Trevor Homer

Holiday SOS: The Life-Saving Adventures of a Travelling Doctor

Dr. Ben MacFarlane

To the Edge of the Sky: A Story of Love, Betrayal, Suffering and the Strength of Human Courage

Anhua Gao

My Life with Leopards: Graham Cooke's Story

Fransje van Riel

Irreplaceable: A Journey Through Love, Loss and Healing

Louise Moir

Through A Mother's Tears: The tragic true story of a mother who lost one daughter to a brutal murderer and another to a broken heart

Cathy Broomfield

Crime Squad: Life and Death on London's Front Line

Mike Pannett, Kris Hollington

A Life in Death

Richard Venables, Kris Hollington

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Andrew Lownie

From: Emmanuel Nataf [mailto:emmanuel@reedsy.com]
Sent: 15 April 2019 17:15
To: Andrew Lownie
Cc: Jessica Kim
Subject: Re: David Haviland

Hi Andrew,

This is David's responsibility to provide accurate information on Reedsy. Have you discussed this with him first?

All the best,

Emmanuel, CEO [@reedsy.com](mailto:emmanuel@reedsy.com)

On Mon, Apr 15, 2019 at 5:08 PM Andrew Lownie <andrew@andrewlownie.co.uk> wrote:

I'd like to make a complaint about this entry <https://reedsy.com/david-haviland> which is full of inaccuracies. I have certainly not given an endorsement nor I suspect have several of those quoted and David Haviland did not found Thistle — I set it up in 1996. Nor does he run Thistle —he is a co-director with me. Andrew Lownie

Fourth Email

From: Andrew Lownie <andrew@lownie.co.uk>
Sent: 17 April 2019 10:43
To: 'Emmanuel Nataf'
Cc: 'Jessica Kim'
Subject: RE: David Haviland

Dear Emmanuel,

It's Reedsy's responsibility to carry true information. Thank you for making requested changes. There are a few more factual inaccuracies which need to be corrected

David Haviland did not found Thistle Publishing — I did that in 1996 and he was made a co-director in 2012. Nor does he run it. He is a co-director responsible for production and accounting.

Yours sincerely, Andrew Lownie

From: Emmanuel Nataf [mailto:emmanuel@reedsy.com]
Sent: 15 April 2019 17:15
To: Andrew Lownie
Cc: Jessica Kim
Subject: Re: David Haviland

Hi Andrew,

This is David's responsibility to provide accurate information on Reedsy. Have you discussed this with him first?

All the best,

Emmanuel, CEO @ [reedsy.com](mailto:emmanuel@reedsy.com)

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Fifth Email

From: Andrew Lownie <andrew@andrewlownie.co.uk>
Sent: 18 April 2019 11.48
To: 'Jessica Kim'
Subject: RE: David Haviland

Dear Jessica,

This still hasn't been changed and I will go to Advertising Standards Authority if it is not corrected today as it is a misrepresentation

'I currently run Thistle Publishing,'

'Since 2013 I have been Publisher'

<https://beta.companieshouse.gov.uk/company/08337151/officers>

He is simply one of the two directors- '

Yours sincerely, Andrew

From: Jessica Kim [<mailto:jessica@reedsy.com>]
Sent: 17 April 2019 13:53
To: andrew@andrewlownie.co.uk
Subject: Re: David Haviland

Hello Andrew,

Thank you for getting in touch again. I am working David now on his profile. Please feel free to just email me directly if you have any questions.

Kind regards,
Jessica

On Wed, Apr 17, 2019 at 5:49 AM Emmanuel Nataf <emmanuel@reedsy.com>wrote:

Jessica is your point of contact for this now.

Thanks,

Emmanuel, CEO @ reedsy.com

On Wed, Apr 17, 2019 at 10:43 AM Andrew Lownie <andrew@andrewlownie.co.uk>wrote:

Dear Emmanuel,

It's Reedsy's responsibility to carry true information. Thank you for making requested changes. There are a few more factual inaccuracies which need to be corrected David Haviland did not found Thistle Publishing — I did that in 1996 and he was made a co-director in 2012. Nor does he run it. He is a co-director responsible for production and accounting.

Yours sincerely, Andrew Lownie

From: Emmanuel Nataf [mailto:emmanuel@reedsy.com]
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Cc: Jessica Kim
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Sixth Email

From: Andrew Lownie <andrew@andrewlownie.co.uk>
Sent: 18 April 2019 14.35
To: 'Jessica Kim'
Cc: Emmanuel Nataf (emmanuel@reedsy.com)
Subject: RE: David Haviland

Dear Jessica,

It's still a misrepresentation. He does not run Thistle —he is a director -I currently run Thistle Publishing

He is not the Publisher of Thistle and that needs to be taken out - Since 2013 I have been Publisher and Co-Director of Thistle Publishing,

If you will not police your website so it is accurate then I will report you to ASA.
Andrew

From: Jessica Kim [<mailto:jessica@reedsy.com>]
Sent: 18 April 2019 14:25
To: Andrew Lownie
Subject: Re: David Haviland

Hello Andrew,

David has made all the changes requested of him (from you and Reedsy). He has removed the word "founded", and the books you required. We believe it is a fair representation of the work he has accomplished now and will be sure to keep an eye on him.

Thank you kindly and have a great day.
Jessica

On Thu, Apr 18, 2019 at 6:48 AM Andrew Lownie <andrew@andrewlownie.co.uk> wrote:

Dear Jessica,

This still hasn't been changed and I will go to Advertising Standards Authority if it is not corrected today as it is a misrepresentation

'I currently run Thistle Publishing,'

'Since 2013 I have been Publisher'

<https://beta.companieshouse.gov.uk/company/08337151/officers>

He is simply one of the two directors- '

Yours sincerely, Andrew

From: Jessica Kim [mailto:jessica@reedsy.com]
Sent: 17 April 2019 13:53
To: andrew@andrewlownie.co.uk
Subject: Re: David Haviland

Hello Andrew,

Thank you for getting in touch again. I am working David now on his profile. Please feel free to just email me directly if you have any questions.

Kind regards,

Jessica

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Seventh Email

From: Andrew Lownie <andrew@andrewlownie.co.uk>
Sent: 18 April 2019 14.35
To: 'Jessica Kim'
Cc: Emmanuel Nataf (emmanuel@reedsy.com)
Subject: RE: David Haviland

Dear Jessica,

David Haviland changed his entry as Editor but not as ghost writer.

<https://reedsy.com/haviland-david>

The following misrepresentations need to be corrected

1/ One of my books was a NY Times and Sunday Times No. 1 bestseller for a total of 13 weeks, and the best-selling non-celebrity memoir of that year.

The author Cathy Glass has confirmed that David Haviland made little contribution to the book. His changes had to be rewritten by the publisher.

2/ When I left the agency, I was ranked #6 in sales worldwide for UK Fiction by Publishers Marketplace.

This is not true.

3/ I currently run Thistle Publishing.

He is a co-director of Thistle.

4/ "David has worked with me for almost ten years as a trusted reader, one of my authors, my fiction agent and co-director in Thistle Publishing. He is the first and only person I have appointed in my twenty-five years running the agency which gives some idea of how highly I rate him. A shrewd and insightful editor and reader, a very good researcher and writer, a diligent and imaginative agent and a very hard-working and skilful publisher with a great eye for covers." Andrew Lownie, owner of the Andrew Lownie Literary Agency

I have refused him this endorsement.

5/ Since 2013 I have been Publisher and Co-Director of Thistle Publishing,

He is not Publisher but simply a co-director.

I look forward to confirmation that the entry has been corrected.

Best wishes, Andrew