Neutral Citation Number: [2024] EWHC 527 (KB)

Case No: KB-2023-002563

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

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 08/03/2024

Before :

MRS JUSTICE HILL DBE

- -

Between :

IAN FRY — **Claimant**

- and -

YASMIN AGILAH-HOOD — **Defendant**

- -
- -

The **Claimant** and **Defendant** both appeared in person

Hearing date: 8 February 2024

- -

Approved Judgment

This judgment was handed down remotely at 2pm on 8 March 2024 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

.....

MRS JUSTICE HILL

Mrs Justice Hill DBE:

Introduction

1. From 1 April 2016 to 30 November 2019 the Claimant was employed as a teacher at Malvern St James Girls' School. The Defendant worked at the same school.

2. From 1 January 2021 to August 2021 the Claimant was employed on a fixed term contract at Northwick Manor Primary School ("Northwick Manor"). The Defendant's children attended Northwick Manor at the time of the Claimant's employment there.

3. On 20 March 2021 the Defendant sent an email to Sian Williams, Headteacher of Northwick Manor, and Lauren Thomas, Assistant Headteacher and safeguarding lead, about the Claimant. The full text of the email is at Annex 1 to this judgment.

4. The statements in the email which are complained of as defamatory at [4] of the Particulars of Claim are as follows:

> "(a) Subject: Private and Confidential: Safeguarding
>
> (b) In light of the recent media coverage of Sarah Everards (sic) murder and the outcry for the protection for women, I can't sit on this information any longer…
>
> (c) [The Claimant] was given 'gardening leave' due to accusation of sexual misconduct. Two teachers and two administrative staff came forward with these allegations.
>
> (d) As is the case (now I have come to understand) in private school settings it's common to 'disappear' members of staff, rather than face bad press…
>
> (e) However, now he is working at my children's school, among female staff I respect and care for the idea of staff having to second guess themselves as to whether they're at the receiving end of inappropriate behaviour is too much for me to hold onto.
>
> (f) I just needed to let you know as I can't have it in my conscience that any one at Northwick could be put in danger because of withheld information".

5. The Claimant claims that he suffered considerable hurt, distress and embarrassment by these statements and that his reputation has been damaged irrecoverably. He asserts that his contract with Northwick Manor was not renewed after the Defendant sent this email; and that he has been unable to obtain further employment as a teacher.

6. He seeks (i) damages for libel; (ii) an injunction restraining the Defendant whether by herself or otherwise from publishing or causing to be published the same or similar words, or speaking any words defamatory of the Claimant; (iii) costs; and (iv) any other order the court deems fit.

The preliminary issues

7. On 9 August 2023 Master Brown ordered a trial of the following preliminary issues:

   (1) The natural and ordinary meaning of the statements complained of in the Particulars of Claim;

   (2) Whether and if so what innuendo meaning the statements may carry;

   (3) Whether the statements are (or include) statements of fact or opinion; and

   (4) Whether the statements are, in any meaning found, defamatory of the Claimant and if so, how.

The statements of case

8. The Claimant's Particulars of Claim dated 4 July 2022 were drafted by counsel.

9. At the time of filing her Defence dated 15 July 2022, the Defendant was represented by solicitors, but it appears that she drafted the Defence herself.

10. The claim had been commenced in the Birmingham District Registry. According to a letter from court staff to the Claimant dated 24 November 2022 a District Judge had ordered the Claimant to file Particulars of Claim. It is not clear why, given that he had already filed Particulars of Claim dated 4 July 2022.

11. However, the Claimant complied with the direction and filed a further document entitled 'Particulars of Claim' dated 12 December 2022. He confirmed at the outset of the trial that he had drafted this himself and had done so in response to the Defence. Given how this document had come into existence, for the purposes of the trial I was content to treat it as if it was a Reply under the CPR 15.8, extending time for that purpose.

The preliminary issues trial

12. In *Millett v Corbyn* [2021] EWCA Civ 567, [2021] EMLR 19 at [8], the Court of Appeal referred to the standard approach for a judge at first instance seeking to determine meaning, namely that the judge should "capture an initial reaction, before reading or hearing argument". I did this task by reading the words complained of without knowing what either party wanted to say about their meaning; formed some provisional views; read the statements of case and skeleton arguments; heard oral submissions at the trial and reserved judgment.

13. By the time of the trial the Claimant no longer had solicitors or counsel. He represented himself and appeared in person.

14. The Defendant also represented herself at the trial, but appeared remotely, having made a very late application to do so on health grounds. Any such application in future will need to be made much earlier than the day before the hearing. She was assisted during the hearing by a McKenzie Friend.

15. The Claimant had not complied with the directions made by Master Brown with respect to the provision of a bundle for the trial. It was possible to proceed without it, given the limited nature of the issues. Both parties filed Skeleton Arguments, albeit later than the

directions given by the Master. I reiterated to the parties the need to comply with such directions in the future.

16. Prior to the hearing before Master Brown, the Defendant had provided a document which was described as her "statement", although it did not contain the statement of truth necessary under the CPR. It was not appropriate to take this document into account for the purposes of this preliminary issue trial.

17. The statement indicated that an application to strike the Claimant's claim out on '*Jameel* abuse' grounds would be made, but the Defendant confirmed that she had not yet done so. She was directed to CPR Part 23 regarding the need to complete and file an application if she wished to seek such an order.

Issue (1): The natural and ordinary meaning of the statements complained of in the Particulars of Claim

The legal principles

18. In *Koutsogiannis v The Random House Group Ltd* [2019] EWHC 48 (QB), [2020] 4 WLR 25 at [11], Nicklin J observed that:

> "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 bear. It is well recognised that there is an artificiality in this process because individual readers may understand words in different ways: *Slim v Daily Telegraph Ltd* [1968] 2 QB 157, 173D–E, per Lord Diplock".

19. At [12], he distilled the principles from the caselaw as follows:

> "i) The governing principle is reasonableness.
>
> ii) The intention of the publisher is irrelevant.
>
> iii) The hypothetical reasonable reader is not naïve but he is not unduly suspicious. He can read between the lines. 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. A reader who always adopts a bad meaning where a less serious or non-defamatory meaning is available is not reasonable: s/he is avid for scandal. But always to adopt the less derogatory meaning would also be unreasonable: it would be naïve.
>
> iv) Over-elaborate analysis should be avoided and the court should certainly not take a too literal approach to the task.
>
> v) Consequently, a judge providing written reasons for conclusions on meaning should not fall into the trap of conducting too detailed an analysis of the various passages relied on by the respective parties.

> vi) Any meaning that emerges as the produce of some strained, or forced, or utterly unreasonable interpretation should be rejected.
>
> vii) It follows that it is not enough to say that by some person or another the words might be understood in a defamatory sense.
>
> viii) The publication must be read as a whole, and any 'bane and antidote' taken together. Sometimes, the context will clothe the words in a more serious defamatory meaning (for example the classic "rogues' gallery" case). In other cases, the context will weaken (even extinguish altogether) the defamatory meaning that the words would bear if they were read in isolation (e.g. bane and antidote cases).
>
> ix) In order to determine the natural and ordinary meaning of the statement of which the claimant complains, it is necessary to take into account the context in which it appeared and the mode of publication.
>
> x) No evidence, beyond publication complained of, is admissible in determining the natural and ordinary meaning.
>
> xi) The hypothetical reader is taken to be representative of those who would read the publication in question. The court can take judicial notice of facts which are common knowledge, but should beware of reliance on impressionistic assessments of the characteristics of a publication's readership.
>
> xii) Judges should have regard to the impression the article has made upon them themselves in considering what impact it would have made on the hypothetical reasonable reader.
>
> xiii) In determining the single meaning, the court is free to choose the correct meaning; it is not bound by the meanings advanced by the parties (save that it cannot find a meaning that is more injurious than the claimant's pleaded meaning)" (and see *Millett* at [8] for the Court of Appeal's approval of this summary).

20. In certain cases it is necessary to consider the "levels" of meaning, which were described by Nicklin J in *Koutsogiannis* at [13] as follows:

> "They come from the decision of Brooke LJ in *Chase v News Group Newspapers Ltd* [2003] EMLR 11 [45] in which he identified three types of defamatory allegation: broadly, (1) the claimant is guilty of the act; (2) reasonable grounds to suspect that the claimant is guilty of the act; and (3) grounds to investigate whether the claimant has committed the act. In the lexicon of defamation, these have come to be known as the *Chase* levels. Reflecting the almost infinite capacity for subtle differences in meaning, they are not a straitjacket forcing the court to select one of these prescribed levels of meaning, but they are a helpful shorthand. In *Charman v Orion Publishing Group Ltd*, for example, Gray J found a meaning of "cogent grounds to suspect" [58]".

Application of the legal principles to this case

21. The Claimant's pleaded case at [5] of his Particulars of Claim is that in their natural and ordinary meaning, the words complained of meant and were understood to mean the following:

    (i) The Claimant is guilty of sexual offences;

    (ii) The Claimant poses a safeguarding risk to individuals at Northwick Manor;

    (iii) The Claimant poses a physical danger to female staff at Northwick Manor and to women generally;

    (iv) The Claimant is not fit for his job as a teacher due to safeguarding issues; and

    (v) The Claimant lacks the professional honesty and integrity to be a teacher because he has avoided facing the allegations or an investigation.

22. At the outset of the trial, the Claimant accepted a point taken at [5] of the Defence, to the effect that the Defendant's email referred to sexual "misconduct" not "offences" and varied his proposed natural and ordinary meaning to this effect. In due course an amendment to his Particulars of Claim in this regard will be required.

23. The Claimant submitted that the Defendant's email was clearly communicating that he had been guilty of sexual misconduct at his previous school. The Defendant had referred in terms to the risk and the danger he was said to pose; and had said that he had avoided any proper investigation. Since then, she had not sought to deny the natural and ordinary meaning for which he contended but he had only "doubled down" on the words he used and sought to justify them.

24. In her Defence and Skeleton Argument, the Defendant reiterated that she "believed the Claimant was a cause for concern" and "took the appropriate steps to inform those who needed to know" of it, namely Ms Williams and Ms Thomas. She emphasised her belief that "any form of sexual misconduct is a danger to women, on a micro or macro level, and that sharing information to protect others is why safeguarding procedures exist". She said she was "not in a position to comment" on whether the Claimant was fit to do his job, "only that [she] was concerned for the safety and security of the women working at Northwick Manor". All these statements, in different ways, reflected the Defendant's intention in sending the email in question. However the publisher's intention is irrelevant to the natural and ordinary meaning issue (see *Koutsogiannis* at [12]ii: [19] above).

25. Neither the Defence nor the Skeleton Argument otherwise addressed the Claimant's case on natural and ordinary meaning. The Defendant had not sought to deny it; but nor had she clearly admitted it or offered any alternative proposed meanings.

26. Once the legal principles relevant to the concept of natural and ordinary meaning were explained to the Defendant during the trial, she admitted that her email bore the five elements of the meaning contended for by the Claimant. She was allowed time to reflect on this issue. Having done so, she again accepted that a reasonable person reading her

email would interpret it in all the ways contended for by the Claimant, including that he was guilty of sexual misconduct.

27. Although the court is not bound by the meanings advanced by the parties (see *Koutsogiannis* at [12]xiii: [19] above) my own assessment of the ordinary and natural meaning of the words aligns with the parties' agreement in respect of elements (ii)-(v) of the Claimant's pleaded case. I consider that a hypothetical reasonable reader would read the Defendant's email as meaning that the Claimant posed a safeguarding risk to individuals at Northwick Manor; posed a physical danger to female staff at Northwick Manor and to women generally; was not fit for his job as a teacher due to safeguarding issues; and lacked the professional honesty and integrity to be a teacher because he had avoided facing the allegations or an investigation. This meaning is clear from the words used and the context in which it was sent, as is indicated by the 'safeguarding' title of the email.

28. In my judgment element (i) of the Claimant's case on natural and ordinary meaning is a little more complex. The Defendant's email did not say in terms that the Claimant was guilty of sexual misconduct. She specifically used the language of "accusation", "allegations" and "suspicion" about the Claimant. However, in referring to the risk and danger it was said the Claimant posed to others, it is arguably implied that the Claimant had in fact committed the misconduct alleged.

29. Neither party addressed the *Chase* distinctions at the preliminary issues trial. However I consider that the email bore a *Chase* level 2 meaning (see [20] above), namely that there were reasonable grounds to suspect that the Claimant was guilty of the sexual misconduct alleged. This is because the email asserted that allegations had been made against the Claimant, which led to him being placed on garden leave, therefore implying there were reasonable grounds to suspect him of the misconduct. It does not go as far as stating that he was guilty of the misconduct alleged, nor could that meaning properly be inferred.

30. My determination of the natural and ordinary meaning of the statements therefore aligns with the Claimant's pleaded case, subject to the modifications with respect to the word "misconduct" and the *Chase* level 2 meaning (see [22] and [29] above).

Issue (2): Whether and if so what innuendo meaning the statements may carry

31. Gatley on Libel and Slander (Thirteenth Edition) explains the concept of innuendo meaning at 3-020 as follows:

> "Hitherto, we have been concerned with the ordinary meaning of words, though including within that cases where a defamatory imputation is conveyed by implication. Where, however, the defamatory meaning only arises because of extrinsic facts which are known to the recipients there is said to be an "innuendo"…
>
> A "true" or "legal" innuendo in this sense only exists where the extended meaning arises from facts passing beyond general knowledge. If the defamatory meaning arises indirectly by inference or implication from the words published without the aid of any extrinsic facts there is said to

> be a "false" or "popular" innuendo and this does not give rise to a separate cause of action".

32. The Claimant's pleaded case at [6] of the Particulars of Claim was to this effect:

> "…by way of innuendo the words complained of meant and were understood to have the meaning as set out above but in addition that the Claimant is a violent sexual offender and that the Claimant abused his position as a teacher. He relied on the following particulars of innuendo:
>
> PARTICULARS OF INNUENDO
>
> (a) Sarah Everard's murderer was a violent and depraved individual who raped and murdered Sarah Everard after falsely using his position as a police officer to stage an arrest.
>
> (b) These facts were known to Sian Williams and Lauren Thomas.
>
> (c) Alternatively, the Claimant will ask the court to infer that the above facts about Sarah Everard's murder and her murderer were widely known to the public as the matter received extensive news coverage".

33. The Defendant responded as follows in [6] of the Defence:

> "I believe [t]he Claimant is purposely inflaming this part of my email to attempt to substantiate his claim. I do not know the [C]laimant well enough to know if he is capable of violence and depravity. I referred to Sarah Everard because The Metropolitan Police were fully aware of the reputation of their employee and did nothing, sharing information is key to good safeguarding….I provided the safeguarding team with information I had in good faith, it was up to the school what they decide to do with it".

34. The Defendant argued that there was no innuendo suggested in her email. She was comparing a situation where many members of the Metropolitan Police Service had not disclosed the behaviour of a colleague. She felt emboldened to share this information because of this, but had in no way insinuated that the Claimant is capable of rape or murder. She submitted that the email was clear in explaining why she had used the comparison. It was then up to the school what they did with this information and she was not responsible for their decision. She emphasised these points in her oral submissions at the trial.

35. The Claimant submitted that the email was clearly trying to make a link between Ms Everard's "murder and the outcry for protection for women" and his own conduct. He noted that the email did not refer to any concerns about information sharing within the Metropolitan Police.

36. I do not accept that the Defendant's email bore the innuendo meaning that the Claimant is a violent sexual offender. In my judgment a reasonable person reading the email would conclude that the reason the Defendant was sending it was because of the public

outcry about the need for protection for women caused by the press coverage of Ms Everard's murder. That was how the Defendant introduced her email. I do not consider it can reasonably be interpreted as her implying that the Claimant was a violent sexual offender like Mr Couzens; rather that she was concerned to protect the women he worked with, Ms Everard's murder having reiterated - at a general, societal level – how much this was required.

37. I consider that the Defendant's email bore the implied meaning that the Claimant had abused his position as a teacher. That much is clear from the fact that the email referred to the allegations of sexual misconduct said to have been made against him by four female colleagues, and the clear indication that he had avoided any investigation of those allegations. I do not consider that this was an innuendo in the sense pleaded, but rather an example of a defamatory imputation conveyed by implication, and thus within the natural and ordinary meaning.

Issue (3): Whether the statements are, or include, statements of fact or opinion

38. In *Koutsogiannis* at [16], Nicklin J held that when determining whether the words complained of contain allegations of fact or opinion, the court will be guided by the following points:

> "i) The statement must be recognisable as comment, as distinct from an imputation of fact.
>
> ii) Opinion is something which is or can reasonably be inferred to be a deduction, inference, conclusion, criticism, remark, observation, etc.
>
> iii) The ultimate question is how the word would strike the ordinary reasonable reader. The subject matter and context of the words may be an important indicator of whether they are fact or opinion.
>
> iv) Some statements which are, by their nature and appearance opinion, are nevertheless treated as statements of fact where, for instance, the opinion implies that a claimant has done something but does not indicate what that something is, i.e. the statement is a bare comment.
>
> v) Whether an allegation that someone has acted "dishonestly" or "criminally" is an allegation of fact or expression of opinion will very much depend upon context. There is no fixed rule that a statement that someone has been dishonest must be treated as an allegation of fact".

39. Further, as Warby LJ explained in *Blake and others v Fox* [2023] EWCA Civ 1000:

> "22…Section 3 of the Defamation Act 2013 ["the 2013 Act"] provides for a defence of "honest opinion" which is relatively generous. But the first condition for the availability of this defence is that the statement was one of opinion: see s 3(2) of the 2013 Act. A statement will only be defensible under s 3, therefore, if it is recognisable as a comment or opinion as distinct from an imputation of fact. If it is not, the defendant will need to prove that it is substantially true (s 2 of the 2013 Act) or that

> it was a reasonable publication on a matter of public interest (s 4 of the Act).
>
> 23. Opinion is synonymous with "comment". It is something which is or can reasonably be inferred to be a deduction, inference, conclusion, criticism, remark, observation or the like. As with meaning, the court deciding whether a statement is one of fact or opinion looks only at the words complained of and their immediate context, and the ultimate question for the court is the objective question of "how the words would strike the ordinary reasonable reader". This question may be considered after the meaning has been decided, or at the same time, or in the reverse order, which is common practice.
>
> 24. This is a highly fact-sensitive process that focuses on the particular statement at issue. One factor for consideration is whether the statement contains any indication of the basis on which it is made. At common law a statement that contains no indication of or reference to any supporting facts is liable to be treated as a statement of fact. The second condition for the statutory defence of honest opinion is "that the statement complained of indicated whether in general or specific terms the basis of the opinion": s 3(3) of the 2013 Act. Beyond these extreme cases, "[t]he more clearly a statement indicates that it is based on some extraneous material, the more likely it is to strike the reader as an expression of opinion".

40. The Defendant had made clear in the Defence that she relies on the defences of both truth and honest opinion set out in sections 2 and 3 of the 2013 Act. Her pleaded case is that she understood that "a number of complaints of sexual misconduct had been made about [the Claimant] to Malvern" and that "the complaints were resolved by compromise" which resulted in the Claimant's departure from the school. Overall, she contended:

> "My honest opinion was that the circumstances I believed to be true may put others at risk and that I had a responsibility as a parent to raise concerns".

41. At the trial, the Defendant submitted that it was her honest opinion that the Claimant posed a risk to women. However, she also said that she believed that what she said was a fact: she had been given the information by the women at Malvern St James at the time she worked there. She realised as she said in the email that she had 'zero' evidence to back up her concerns but she believed they were facts.

42. The Claimant referred to the fact that twice in her email the Defendant said she had no evidence. The Defendant had not specified where she got the information from. It was no more than gossip. On that basis, what she was passing on could not be properly characterised as facts.

43. Overall, I consider that an ordinary reasonable reader would understand the following statement made by the Defendant to be an imputation of fact. I conclude this given the Defendant's description of these matters as being "information" and the way in which

she referred to them. She was saying, effectively, that certain things had happened when she worked at one school, and she was passing them on to another school by way of a factual narrative, for their information.

> "(c) [The Claimant] was given 'gardening leave' due to accusation of sexual misconduct. Two teachers and two administrative staff came forward with these allegations".

44. The Defendant also described what she understood "is" the practice in private schools when allegations of this kind are made. In my assessment an ordinary reasonable reader would understand this statement to be an imputation of fact:

> "(d) As is the case (now I have come to understand) in private school settings it's common to 'disappear' members of staff, rather than face bad press…".

45. However, a reasonable reading of the email is that the Defendant had used the information she had gained about the Claimant's conduct at Malvern St James to make a "deduction" or reach an "inference" or "conclusion" that he posed a risk to those working at Northwick Manor. For these reasons I find that these statements would be reasonably interpreted as expressions of the Defendant's opinion:

> "(a) Subject: Private and Confidential: Safeguarding";
>
> "(b) In light of the recent media coverage of Sarah Everards (sic) murder and the outcry for the protection for women, I can't sit on this information any longer";
>
> "(e) However, now he is working at my children's school, among female staff I respect and care for the idea of staff having to second guess themselves as to whether they're at the receiving end of inappropriate behaviour is too much for me to hold onto"; and
>
> (f) I just needed to let you know as I can't have it in my conscience that any one at Northwick could be put in danger because of withheld information".

Issue (4): Whether the statements are, in any meaning found, defamatory of the Claimant and if so, how

46. At common law, an imputation will be treated as defamatory if "the words complained of fall within one, or more, of the several tests that have, at various times, been offered by the courts. That is to say the imputation must be to the claimant's discredit; or to tend to lower him in the estimation of others; or cause him to be shunned or avoided; or expose him to hatred, contempt or ridicule": Gatley at 2-001.

47. In *Blake* at [26], Warby LJ reiterated that a statement is defamatory if it (a) attributes to the claimant behaviour or views that are "contrary to common shared views of our society" and (b) would tend to have a "substantially adverse effect" on the way that people would treat the Claimant: see also *Millett* at [9].

48. The Claimant argued that to suggest a primary school teacher working mostly with women, at an all girls' school, was a risk and danger to women, who needed protecting from him, could not be anything other than defamatory.

49. The Defence did not really engage with this issue, but simply invoked the defences in sections 2, 3 and 4 of the 2013 Act.

50. During the trial, the Defendant was reassured that the availability or otherwise of these defences was a matter for another hearing. After further consideration, she conceded that the words she had used were defamatory in the sense set out at [46]-[47] above.

51. In my judgment the Defendant's concession on this issue was sound, and my own view aligns with it. A *Chase* level 2 statement to the effect that there were reasonable grounds to suspect that the claimant was guilty of sexual misconduct; and statements to the effect that he posed a safeguarding risk or physical danger to people, especially women, and was unfit to be a teacher not least because he lacked the professional honesty and integrity for that post, are all statements that would have a "substantially adverse effect" on the way people treat the Claimant. The same is true of the implied meaning that he had abused his position as a teacher, discussed at [37] above.

Conclusion

52. For all these reasons I conclude that:

(1): The natural and ordinary meaning of the statements complained of in the Particulars of Claim was that:

(i) There were reasonable grounds to suspect that the Claimant was guilty of sexual misconduct;

(ii) The Claimant poses a safeguarding risk to individuals at Northwick Manor Primary School;

(iii) The Claimant poses a physical danger to female staff at Northwick Manor Primary School and to women generally;

(iv) The Claimant is not fit for his job as a teacher due to safeguarding issues; and

(v) The Claimant lacks the professional honesty and integrity to be a teacher because he has avoided facing the allegations or an investigation.

(2): The statements did not carry the innuendo meanings that (i) the Claimant is a violent sexual offender; and (ii) the Claimant had abused his position as a teacher. However meaning (ii) was a defamatory imputation conveyed by implication, within the natural and ordinary meaning.

(3): The following were statements of fact:

"(c) [The Claimant] was given 'gardening leave' due to accusation of sexual misconduct. Two teachers and two administrative staff came forward with these allegations".

"(d) As is the case (now I have come to understand) in private school settings it's common to 'disappear' members of staff, rather than face bad press…".

The following were expressions of opinion:

"(a) Subject: Private and Confidential: Safeguarding";

"(b) In light of the recent media coverage of Sarah Everards (sic) murder and the outcry for the protection for women, I can't sit on this information any longer";

"(e) However, now he is working at my children's school, among female staff I respect and care for the idea of staff having to second guess themselves as to whether they're at the receiving end of inappropriate behaviour is too much for me to hold onto"; and

(f) I just needed to let you know as I can't have it in my conscience that any one at Northwick could be put in danger because of withheld information".

(4): The statements in each and all of the meanings found under Issues **(1)** and **(2)** above were defamatory of the Claimant.

Annex 1: Email from the Defendant dated 23 March 2021

From: Yasmin Hood <[REDACTED]>
Sent: 20 March 2021 08:56
To: Sian Williams <[REDACTED]> Lauren Thomas <[REDACTED]>
Subject: Private and Confidential: Safeguarding

Dear Ms Williams and Ms Thomas,

The following email is very difficult to send and has been sitting on my spirit for over a month, however in light of the recent media coverage of Sarah Everards murder and the outcry for protection for women, I can't sit on this information any longer. As the information I am about to give you is in relation to my place of work, I hope that you treat this with confidentiality as I would be considered a whistle-blower. I don't want to lose my job in the midst of a pandemic, but I also feel like the practices of my work are not in line with safeguarding guidelines and as information sharing is essential for good safeguarding practice, I come to you with this information. I trust that you will protect my identity should you wish to pursue an investigation.

I work at Malvern St. James Girls' School, an ex-colleague of mine Mr Ian Fry is currently working at Northwick Manor. In 2019, Mr Fry was given 'gardening leave' due to accusation of sexual misconduct. Two teachers and two administration staff came forward with these allegations. As is the case (now I have come to understand) in private school settings it's common to 'disappear' members of staff, rather than face bad press as these institutions are business and rely on school fees to keep them going. I don't believe that school status should afford any one the right not to pass information on.

However, now he is working at my children's school, among female staff I respect and care for the idea of staff having to second guess themselves as to whether they're at the receiving end of inappropriate behaviour is too much for me to hold on to. I realise that what I am passing on to you comes with zero evidence, two of the teachers in question still work at MSJ and I know they're unlikely to speak up. Else they would have reported it to council at the time, the fact that Mr Fry is now with you shows me this did not happen.

What you decide to do with this information is now up to you. I fully realise without evidence there may be nothing you can do. Maybe it will just affirm a suspicion if at some point down the line you see something that concerns you that you just can't put your finger on. I just needed to let you know as I can't have it in my conscience that any one at Northwick could be put in danger because of withheld information.

As a side note, I would just like to thank you for the massive support you have shown my children and I during this round of lockdown, your team have been exceptional.

Best wishes,
Yasmin Agilah-Hood