Case No: HQ11D00796

Neutral Citation Number: [2011] EWHC 1567 (QB)
IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 20/06/2011

Before :

THE HON. MRS JUSTICE SHARP

- -

Between :

Carole Caplin	**Claimant**
- and -	
Associated Newspapers Limited	**Defendant**

- -
- -

David Price QC (of **David Price Solicitors & Advocates**) for the **Claimant**
Catrin Evans (instructed by **Reynolds Porter Chamberlain LLP**) for the **Defendant**

Hearing dates: 26th May 2011

- -

Judgment

Mrs Justice Sharp :

1. This is a meaning application made by the Defendant, Associated Newspapers Limited pursuant to CPR PD 53 paragraph 4.1 for a ruling that the article complained of in this libel action is (a) incapable of bearing any of the pleaded meanings by the Claimant in the Particulars of Claim and (b) is incapable of bearing any meaning defamatory of the Claimant.

2. The Claimant is Ms Carole Caplin. She brings this action for libel in respect of an article published on the front page and page 13 of the Saturday edition of the Daily Mail for 18 September 2010.

3. On the bottom half of the front page in a large black box, the Defendant published a photograph of the Claimant with the prominent headline "**Will Carole Caplin lift the lid on Blairs' marriage**?" See page 13. By the photograph of the Claimant, is the caption: "**Secrets: The Blairs' former life coach Carole Caplin**."

4. On page 13 is the article written by Alison Boshoff. It takes up almost the whole of page 13. Its prominent headline which occupies the central upper half segment of the page is: "**Carole's £1m question: Will she tell all about Blairs' sex secrets?"** Above that in slightly smaller type and underlined, is another headline which says: "**As lifestyle guru's business fails, new worry for Cherie and Tony**." The article is illustrated by a large photograph of the Claimant extending down the whole side of the article, with the words: "**Losses: Miss Caplin's gym lasted only two years**"; and by a second photograph in the centre of the article of the Claimant with Ms Cherie Blair: with the caption: "**Confidante: Carole Caplin with Cherie Blair in 2002**". In the middle of the article in bold in quotation marks are the words: "**Take off all your clothes**".

5. Complaint is made of the matters set out above, and of the words in the article itself which, including the headlines to which I have already referred, are these:

> (i) On the front page:
>
> **"Will Carole Caplin lift the lid on Blairs' marriage?**
>
> **See page 13**
>
> **Secrets: The Blairs' former life coach Carole Caplin"**
>
> (ii) On page 13
>
> "As lifestyle guru's business fails, new worry for Cherie and Tony
>
> **Carole's £1m question: Will she tell all about Blairs' sex secrets?**

She once turned down the offer of £1million for the story of her ten years as lifestyle guru to Tony and Cherie Blair.

But Carole Caplin might now be forced to think again following the failure of a gym she set up to offer massages and health consultations to the wealthy.

Losses have been substantial over its two years of operation, according to a spokesman, and it has been shut down for a 'period of reassessment'. Callers to Lifesmart at the Albany in central London are told, briskly 'Carole's not around'.

The Blairs have always been worried that the former exotic dancer might 'push the nuclear button' and write a book about her extraordinary association with them.

Crucially, what might Miss Caplin – still in immaculate shape at 48 – say about the secrets of the Blair marriage?

She joined them when Mr Blair was on the brink of being elected Labour leader and quickly made an intimate connection.

She's said to have insisted Mrs Blair tell her every last detail of their sex life, and even prescribed a sex regime which apparently resulted in the birth of baby Leo.

What tales could she tell of Mrs Blair's sessions with crystal dowser Jack Temple, a healer who would dangle crystals over jars containing his clients' toenail clippings?

'Answers from the spirit world'

And of the psychic channelling performed by her late mother Sylvia[1] for the Prime Minister's wife – Sylvia would provide answers from the spirit world to questions vexing Mrs Blair.

How much money would she get for telling all about the massages she gave Mr Blair at Chequers?

The fear, then and now, was that she could 'finish' the Blairs. Her ex-boyfriend, the con-man Peter Foster, certainly always thought that she could, and one suspects he knew more about their friendship than he told.

---

[1] This is an admitted inaccuracy now corrected by the Defendant since Ms Caplin's mother is alive.

In 2003 her lawyers issued a statement saying she had no intention of disclosing her relationship with the Blairs. But as Tony and Cherie have now brought out their own books, might she reconsider?

Her spokesman, Alka Johnson, would only say that she is concentrating on her clients at other gyms.

So what's going wrong? And what is the truth about her relationship with the Blairs?

As seems to be customary when dealing with Miss Caplin, nothing is quite as it appears. For one thing, it's unclear whether the gym belongs to her at all.

She said last year that she bought the centre 'with help from an anonymous backer…somebody who benefited from me doing a bit of work with them'.

However, the building is – and always has been – owned by Bill Kenwright Limited.

Mr Kenwright, a Labour-supporting theatre impresario and the chairman of Everton FC, is worth around £25million.

He allowed her company, Lifesmart, to operate in the building and put its logo on the towels and fittings.

Miss Caplin met him through his partner, Jenny Seagrove, with whom she was campaigning against EU plans to ban certain vitamin pills.

At the time, her relationship with Tony and Cherie was drawing to a close. Badly damaged by the Foster controversy, in which her conman boyfriend helped Mrs Blair win a discount on two flats in Bristol.

Miss Caplin has always said that the Blairs did not ban her from Downing Street, although that differs from Alastair Campbell's recollection.

After a series of TV appearances she returned to her lifestyle work.

'I'd spent decades building up a fantastic business, doing absolutely what I love, and I thought I'm not going to change that,' she told an interviewer.

And her clients love her. 'The first thing she always does is get you to take off all your clothes and then tell her all your secrets,' a source said. 'She is quite brilliant at forging these intense bonds.'

She and Mr Kenwright were certainly on very friendly terms. He once flew her to New York to see a play of his and invited her to dinner parties at his £5million Maida Vale home.

A while back, Mr Kenwright supposedly exclaimed that Miss Caplin had 'saved his life' by sorting out his diet and exercise regime. Now, though, it seems he has had to reassess their relationship.

Perhaps not enough people were willing to pay £2,000 a year to visit her gym.

Whatever the truth, calls to both parties on the subject this week went unanswered. Miss

'Take off all your clothes'

Caplin's former PR, Ian Monk, said: 'I'm sad for Carole, but not surprised if the gym has closed. What Carole did, she did very well, but to me she had no business sense.

The problem as well is that she was always stymied by Blair – because she could not trade on the fact that she was genuinely the woman who styled Tony Blair.

'She would run her legs ragged around town, finding him ties to wear and so on.'

This is something of a bombshell, as Miss Caplin has said she did not advise Tony Blair on fashion.

Mrs Blair said that her confidante would visit three times a week to work out with her, and also advised her on clothes.

It's been known that she gave Mr Blair neck massages, and that she had a pet name for him – Toblerone – but it was never said that she was the one manipulating his image.

Mr Monk, though, seems confident in what he has said: 'The problem was that you could never put her on TV because there was always this nudge-nudge, wink-wink thing going on about Tony and massage and she was not willing to put the full version out there.'

As time passes, her story becomes less valuable. The exotic Miss Caplin, who posed topless and dated Adam Ant, is a long way from the levers of power these days. She still lives in the same North London flat that she has owned for years.

There was expectation in some quarters that Mr Blair would put her on his team once he left Downing Street, but he has not. They seem to have stayed in touch only by telephone.

> People who know Miss Caplin think that she doesn't see him or his wife any more. As she said in a recent interview: 'I am quite an open book, but it's time to move on.'
>
> And, with David and Samantha Cameron having knocked out the mirrored gym which was once her domain in Downing Street, it certainly looks as if her era is over."

6. The Claimant also complains of the Mail online version of the article, which is still available and is headlined: "**Is Carole Caplin set to blow the lid on Tony and Cherie Blair's sex secrets**", illustrated by the same large photograph of the Claimant as appeared on page 13 of the newspaper but with the caption: "**Losses: Carole Caplin's gym lasted only two years and she could now be forced to re-think a £1million offer for her story.**" The central picture of the Claimant with Cherie Blair which is the same as that in the newspaper is given the caption: "**Confidante: Cherie Blair with Carole Caplin in 2002. There are fears she could now blow the lid on the Blair marriage**."

7. The Particulars of Claim attribute the following meanings to the article:

> "5.1 Having insisted that Cherie Blair tell her every last detail of her sex life with Tony there are strong grounds to suspect that the Claimant will now disclose their sex secrets for substantial financial reward;
>
> 5.2 The massages she gave to Tony Blair involved sexual activity;
>
> 5.3 There are strong grounds to suspect that she will also disclose the details of such activity
>
> 5.4 In consequence there are strong grounds to suspect that she will blow the lid off their marriage and finish them."

8. It is not necessary for the court to address these issues at this stage, but I simply record that there is a detailed pre-action protocol letter from the Claimant's solicitors to the Defendant, in which it is asserted that these allegations are completely false.

9. No defence has yet been served. Sensibly it was decided to resolve the issue as to what the words were capable of meaning and whether the article was defamatory at all before doing so.

The submissions of the parties

10. Ms Catrin Evans who appears for the Defendant does not suggest the pleaded meanings are incapable of being defamatory of the Claimant, but that the words are incapable of bearing those meanings. Her submissions focused on the issue of suspicion. She contends that the article is incapable of giving rise to the suspicion (in summary) that Ms Caplin will "spill the beans" – the essence of the meanings pleaded

in paragraph 5.1, 5.3 and 5.4 of the Particulars of Claim – as this is a case where the Claimant has focused on the "bane" and ignored the "antidote".

11. She accepts that some of the headlines and captions and the first third of the article in particular could foster a suspicion in isolation that the Claimant might be planning to disclose things about the Blairs that she knew from her friendship with them. But she submits the court should not adopt a "broad brush" approach or focus simply on the headlines. She accepted during the course of argument that none of the various rhetorical questions which are posed are ever answered in the negative, but says neither they nor the hypothetical scenarios which are addressed in the article are ever answered in a positive way either: the questions are hypothetical or mere conjecture. Moreover, Ms Evans submits they present an equally likely scenario, that is that the Claimant has no intention of disclosing secrets.

12. Moreover, she submits the article is full of statements that Ms Caplin has not disclosed the secret information before. Indeed it emerges from the article that Ms Caplin has stayed silent for some 20 years - a fact the reader can glean from the length of time the Claimant knew the Blairs and the period that has elapsed since they left Downing Street. In the absence of concrete information that Ms Caplin planned to act differently, no reasonable reader she submits could conclude there were reasonable grounds to conclude Ms Caplin would do so now. In this context, she seeks to draw an analogy with the 'conduct' rule which provides that generally, a meaning that there were reasonable grounds to suspect someone of wrongdoing must be justified by reference to conduct of the Claimant from which, logically, such an inference could be drawn (see *Musa King v Telegraph Group Ltd* [2004] EMLR 429 at [22] sub para (5)).

13. Further she says, it is plain Ms Caplin has no motive to "spill the beans". As to the latter point, she concedes the headlines taken on their own might suggest the Claimant is in financial difficulties, but she says the article says the Claimant is now seeing other clients; and she highlights a sentence (which she described as "sticking out") where it is said it is unclear whether the gym belongs to the Claimant at all, in the context of that part of the article dealing with Mr Bill Kenwright. This she says removes any residual suspicion that the Claimant was planning to sell her story because she needed the money.

14. As for meaning 5.3, she says the article makes clear that the Claimant has always been unwilling to disclose what she knew about the Blairs, including anything about massage treatment given to "Tony". The Claimant is described earlier as being a "lifestyle" specialist who amongst other things advised Mr Kenwright on diet and exercise. Massage would be understood by the reasonable reader as just another form of such treatment: the "nudge nudge" wink wink" is not said to have emanated from the Claimant, it obviously means it was third parties who put such a rumour around. Only a reader who is avid for scandal she says could understand what is said to mean the massages she gave to Tony Blair involved sexual activity.

15. Thus, Ms Evans says, the highest meaning a reasonable reader could glean from the article as a whole, on a quick read through is that the Claimant could sell her story if she wanted to i.e. she has the ability to do so because of what she knows of the Blairs' private lives, and having been a confidante of Mrs Blair; and if she wanted to there would be a "buyer" for the story who would be prepared to pay her a fair amount, but

not nearly as much as had she done it years earlier; and this she says is not defamatory of the Claimant.

16. Mr David Price QC who appears for the Claimant submits the words are obviously capable of bearing the pleaded meanings, and conveying the suspicion that Ms Caplin will "spill the beans".

17. As for meaning 5.1, he says the article states that Ms Caplin was "*said to have insisted Mrs Blair tell her every last detail of their sex life"*. The question: *"Will she tell all about Blairs' sex secrets?"* is premised on such secrets existing and the Claimant having knowledge of them. The threat to Mr and Mrs Blair that is contemplated by the article is the disclosure of the secrets by the Claimant. The financial motivation is evidence from the reference to how much she could get for doing so and from the failure of her gym.

18. As to the level of the threat, the article poses the same question in a variety of forms: "W*ill Carole Caplin lift the lid on Blairs' marriage*?", "*Carole's £1million question: Will she tell all about Blairs' sex secrets?*", "*Is Carole Caplin set to blow the lid on Tony and Cherie Blair's sex secrets?*". The question he says is only worth asking if there are solid grounds to suspect that the Claimant will disclose the information. In the light of the presentation and content of the article (and putting it at its lowest) a jury could, without perversity, understand the article to suggest that there are strong grounds to suspect that she will do so.

19. Thus, he says, the article is published with prominence in a sensational manner suggesting a newsworthy imminent risk in the light of the recent collapse of the Claimant's business and her need for funds. The website headline suggests that the Claimant is "set to blow the lid". The financial motivation is strong. The amounts on offer to the Claimant are substantial. The Claimant's business has failed and she has suffered substantial financial losses. Mr and Mrs Blair are worried about the Claimant (and have always been worried). The reader would conclude that such worries are likely to be well-founded. Similarly, Peter Foster always thought that the Claimant could *"'finish' the Blairs"* and *"one suspects he knew more about their friendship than he told"*. The Claimant is in possession of the information about the sex secrets; and the manner in which she acquired the information suggests calculation and manipulation, e.g. *"forging an intimate connection", "insisted Mrs Blair tell her every last detail of their sex life", "she prescribed a sex regime", "The first thing she always does is get you to take off all your clothes and then tell her all your secrets"* and *"she is quite brilliant at forging these intense bonds"*. Her statement in 2003 that she had *"no intention of disclosing her relationship with the Blairs"* is downplayed and questioned e.g. *"might be forced to think again"* and *"As seems to be customary when dealing with Miss Caplin, nothing is quite as it appears"*. Moreover since 2003 she has been shunned by Mr and Mrs Blair and they have written their own books. The Claimant's spokesperson refused to answer whether she was reconsidering her stance. Why, the ordinary reader might reasonably ask, did the Claimant not simply confirm her earlier position? The Claimant has a pressing need to act: *"As time passes, her story becomes less valuable"*.

20. As for meaning 5.2 (*"the massages that she gave Tony Blair involved sexual activity.")* he says there is no need for the Claimant to amplify on what was set out in the letter of claim in this action:

"In relation to meaning (2) there is a strong sexual theme throughout the article. Our client's general practice is alleged to be to get her clients to take off all their clothes and tell her all their secrets. The reference to Mrs Blair being required to tell every last detail of her sex life with Tony suggests that the demand to clients to tell all their secrets includes sexual information. The statements that our client is in "immaculate shape," forms "intense bonds", quickly made an intimate connection" and is "exotic" are deliberately double-edged. The dragging up of the fact that our client once posed topless when she was 17 years old re-enforces the sexual theme.

It is apparent to the reader that the secrets that our client is alleged to be in possession of are sexual. The headline refers to "sex secrets". It is also apparent that the secrets are to the discredit of either or both Mr and Mrs Blair and will be damaging to their marriage. The article refers to our client pushing "the nuclear button" and "finishing" the Blairs. The Blairs are said to have "always been worried" about what our client could disclose.

It is within the context that reference is made to the massages that our client gave Mr Blair. The ordinary reader will be well aware of the possibility of "extras" being offered in a massage. The article states: How much money would she get for telling all about the massages she gave Mr Blair at Chequers?" The reader is told £1million.

The obvious inference is that there is something to "tell all" about i.e. that this was not just a massage. In context, the reader will inevitably assume that something sexual occurred. Why else the value of £1 million? Why else the reference to a "nuclear button" and "finishing" the Blairs?

This is fortified by the statements of Ian Monk. He is described as our client's former PR and is presented as an insider and authoritative voice. He states: 'The problem was that you could never put her on TV because there was always this nudge-nudge, wink-wink thing going on about Tony and massage and she was not willing to put the full version out there.'

The "nudge-nudge, wink-wink" is obviously sexual. Our client's alleged previous reluctance to put out the "full version" can only mean that something improper occurred."

21. In the context of the latter point, he says an ordinary reader can be taken to be aware of the common association between massage and sexual services and the sexual

connotation of "nudge nudge wink wink" which he says has entered the English lexicon as an idiomatic phrase implying sexual innuendo.

22. The same arguments relied on to support the Claimant's contention that the article means there are strong grounds to suspect she will disclose the *"Blairs' sex secrets"* for money, Mr Price says, apply equally in relation to disclosure of the details of her alleged massage sessions with Mr Blair (meaning 5.3). Finally he says meaning 5.4 inevitably follows from the previous meanings, and the references in the article to "*set to blow the lid*", "*finish the Blairs*" and "*push the nuclear button*".

Discussion

23. The legal approach the court must take to applications on meaning is well-settled. The formulation of Eady J of the correct approach on an application for a ruling pursuant to CPR PD 53 4.1 described as impeccable by Lord Phillips MR in *Gillick v Brook Advisory Centres* [2001] EWCA Civ 1263 at [7] was as follows:

> "The proper role for the judge when adjudicating a question of this kind is to evaluate the words complained of and to delimit the range of meanings of which the words are reasonably capable, exercising his or her own judgment in the light of the principles laid down in the authorities and without any of the former Order 18 Rule 19 overtones. If the judge decides that any pleaded meaning falls outside the permissible range, then it will be his duty to rule accordingly. In deciding whether words are capable of conveying a defamatory meaning, the court should reject those meanings which can only emerge as the produce of some strained or forced or utterly unreasonable interpretation. The purpose of the new rule is to enable the court to fix in advance the ground rules and permissible meanings, which are of cardinal importance in defamation actions, not only for the purpose of assessing the degree of injury to the claimant's reputation but also for the purpose of evaluating any defences raised, in particular, justification and fair comment.
>
> The court should give the article the natural and ordinary meaning which it would have conveyed to the ordinary reasonable reader reading the article once. Hypothetical reasonable readers should not be treated as either naive or unduly suspicious. They should be treated as being capable of reading between the lines and engaging in some loose thinking, but not as being avid for scandal. The court should avoid an over-elaborate analysis of the article, because an ordinary reader would not analyse the article as a lawyer or accountant would analyse documents or accounts. 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. The court should certainly not take a too literal approach to its task."

24. Both sides have also referred me to the judgment of Sir Anthony Clarke, MR (as he was then) in *Jeynes v News Magazines Ltd* [2008] EWCA Civ 130, at [14] where he said this:

> "(1) The governing principle is reasonableness. (2) 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. (3) Over-elaborate analysis is best avoided. (4) The intention of the publisher is irrelevant. (5) The article must be read as a whole, and any "bane and antidote" taken together. (6) The hypothetical reader is taken to be representative of those who would read the publication in question. (7) In delimiting the range of permissible defamatory meanings, the court should rule out any meaning which, "can only emerge as the produce of some strained, or forced, or utterly unreasonable interpretation…" (see Eady J in *Gillick v Brook Advisory Centres* approved by this court [2001] EWCA Civ 1263 at paragraph 7 and Gatley on Libel and Slander (10th edition), paragraph 30.6). (8) It follows that "it is not enough to say that by some person or another the words *might* be understood in a defamatory sense." *Neville v Fine Arts Company* [1897] AC 68 per Lord Halsbury LC at 73. "

25. This case concerns a large article published in a popular national newspaper with banner headlines, and prominent strap lines, lavishly illustrated with colour photographs of the Claimant, and prominently flagged up on the front page. Having regard to the nature and mode of publication, it seems to me to be arguable that ordinary reasonable readers who read the headlines and sub-headings *(*for example *"Will Carole Caplin lift the lid on Blairs' marriage*?", "*Carole's £1million question: Will she tell all about Blairs' sex secrets*") would be given the clear impression there is a suspicion that Ms Caplin will "*lift the lid*" or "*tell all*"; not just from what is said, but from the fact the questions are asked at all, and given such prominence, including on the front page.

26. Ms Evans, as I have said, accepts that taken on their own the headlines could foster a suspicion that Ms Caplin was planning to disclose things about the Blairs that she knew from her friendship with them. Those "things" are of course as the banner headlines state explicitly, the "*Blairs' sex secrets*." The question then is whether such an inference could reasonably be drawn by the ordinary reader bearing in mind the principles I have referred to, in particular, that the article must be read as a whole and that the bane and antidote in any publication must be taken together: see *Chalmers v. Payne* (1835) 2 Cr M & R 156 at 159.

27. In any case where the "bane and antidote" question arises, as Lord Bridge of Harwich said in *Charleston* v *News Group Newspapers Limited and another* [1995] 2 AC 65, at paras 70H and 72H:

> "It is often a debatable question which the jury must resolve whether the antidote is effective to neutralise the bane and in determining this question the jury may certainly consider the mode of publication and the relative prominence given to different parts of it…
>
> Whether the text of a newspaper article will, in any particular case, be sufficient to neutralise the defamatory implication of a prominent headline will sometimes be a nicely balanced question for the jury to decide and will depend not only on the nature of the libel which the headline conveys and the language of the text which is relied on to neutralise it but also on the manner in which the whole of the relevant material is set out and presented"

28. Whether the text neutralises the headlines so that the ordinary reader would conclude having read both, that there was really nothing in the story, either because it "fizzles out" or because nothing concrete emerges, seems to me to be a matter for the trial tribunal to decide. Certainly, I cannot say at this stage, for the reasons advanced by the Claimant that it would be perverse for the ordinary reasonable reader to draw the opposite conclusion bearing in mind the nature of the questions raised in the headlines, and in the text of the article itself, as well as the prominence given to those questions and that "Loose talk about suspicions can easily convey the impression that it is a suspicion well-founded" per Lord Devlin in *Lewis v Daily Telegraph* [1964] AC 234 at 285; and "Likewise repetitive and loose talk about questions can convey the impression there are reasonable grounds to suspect." per Eady J in *Armstrong v Times Newspapers* [2004] EWHC 2928 at [22].

29. I do not accept the analogy which Ms Evans seeks to draw between the 'conduct rule' as it applies to a plea of justification, and the meaning which an ordinary sensible reader could attribute to the words. In determining the implication which a layperson may draw when reading the words complained of, as Lord Devlin also said in *Lewis* at [277]account must be taken of the fact that a layman reads in an implication much more freely than a lawyer and "unfortunately, as the law of defamation has to take into account, is especially prone to do so when it is derogatory". The approach to the legal question of admissible evidence and proof is obviously different.

30. Similarly, it seems to me that an ordinary sensible reader could conclude both that Ms Caplin now has a financial motive to spill the beans, and that she may do so, even though she has said nothing up until now. The sentence half way down the first column ("*it's unclear whether the gym belongs to her all*") on which the Defendant relies obviously has to be considered in the context of the article as a whole, including the headline: "*As lifestyle guru's business fails new worry for Cherie and Tony"* and the caption to her photograph: "*Losses: Miss Caplin's gym lasted only two years*". In addition, while a reasonable reader might attach significance to the fact that Ms Caplin has kept "mum" until now he or she might regard that as the necessary

background to the theme of the article, that things may now change as a result of Ms Caplin's recent financial/business difficulties.

31. As it is, I do not consider the ordinary reasonable reader would be perverse to conclude that the suspicions arguably raised in the headlines are not dispelled by the text of the article itself; and I have concluded that read as a whole, and applying the relevant principles to the issue as it arises now, the article is capable of conveying the suspicion that the Claimant will "*lift the lid on the Blairs' marriage*" and their "*sex secrets*" for substantial financial reward.

32. On the footing the article is capable of giving rise to the suspicions pleaded there was some argument between the parties as to whether the words were capable of conveying the meaning that those suspicions were "strong" or whether at their highest there could be said to be "reasonable grounds to suspect" (the Defendant's fallback position).

33. Such a question often arises at the interim stage in relation to a defendant's plea of justification. There, precision is required of the level of meaning sought to be justified because it determines the nature of the evidence admissible to support the plea. This reasoning does not apply to a claimant's meaning, as Gray J observed in *Charman v Orion Publishing Ltd and ors* [2005] EWHC 2187 (QB) at [17] since the ordinary reader of an article may well not think in legalistic terms such as "strong grounds to suspect" or "reasonable grounds to suspect" when articulating his or her impression of the meaning conveyed by the words. In addition, the lines between the different levels can often be a fine one. Nonetheless, as the matter proceeded in argument, it seemed to me that it was implicitly (if not explicitly) acknowledged by Mr Price that the ordinary sensible reader of this article could conclude at most that there are "reasonable grounds to suspect" Ms Caplin will "spill the beans". I agree. I take the view that suggesting this article conveys "strong" suspicions even allowing for an approach which is generous rather than parsimonious to the ruling out of meanings at this stage, simply places the defamatory meaning of this article at too high a level. The matter is not susceptible of elaborate analysis, not least because this must be in part, a matter of impression informed at least in part also by what the article does not say, as well as what is does. But in short, I do not consider the matters which are capable of giving rise to the suspicion that Ms Caplin will "spill the beans" (that is, the matters relied on by the Claimant), could lead the ordinary sensible reader to conclude that the suspicion is a strong one.

34. I turn then to the meaning pleaded in paragraph 5.2. Near the beginning of the article, one of the question posed is "*How much money would [the Claimant] get for telling all about the massages she gave to Mr Blair at Chequers?"*. This question is followed by these words; "*The fear, then and now, was that she could 'finish' the Blairs. Her ex-boyfriend, the con-man Peter Foster, certainly always thought that she could, and one suspects he knew more about their friendship than he told*". When those passages are read in the context of the article as a whole, and the headlines which speak specifically of "*sex secrets*" and the Blairs' fears that the Claimant could push "*the nuclear button*" in my view a reader not avid for scandal could reasonably conclude that the "*all*" in the context, was sexual activity, a reference reinforced by the "*nudge nudge wink wink"* reference to "*Tony and massage*" referred to later on. It follows from that conclusion, and those I have already addressed above, that the words are capable of bearing the meanings pleaded in paragraphs 5.3 and 5.4 as well,

subject only to the necessary alteration of the level of suspicion from “strong” to one of “reasonable grounds to suspect”.

35. Subject to that, it will be for the trial tribunal to decide what the words complained of actually meant in their context and the Defendant’s applications are refused.