

**IN THE SUPREME COURT OF GRENADA
AND THE WEST INDIES ASSOCIATED STATES
HIGH COURT OF JUSTICE
(CIVIL)**

GRENADA

CLAIM NO. GDAHCV2022/0077

BETWEEN:

GREGORY BOWEN

Claimant

and

GRENADA BROADCASTING NETWORK LTD.

Defendant

Before:

The Hon. Mde. Justice Agnes Actie

High Court Judge

Appearances:

Mr. Kristopher Ross Fields for the Claimant

Mrs. Hazel Hopkin-LaTouche for the Defendant

2024: May 21st; 28th
November 12th.

JUDGMENT

- [1] **ACTIE, J.:** The claimant claims damages for defamation for publications made by the Grenada Broadcasting Company (hereafter referred to as “GBN”) during a news broadcast and ‘Social Buzz’ program regarding the promise of a decrease in electricity prices.

Brief Facts

- [2] The claimant at the time of filing this claim was the Minister of Finance, Economic Development, Physical Development and Energy. In December 2020, the Government of Grenada purchased a controlling interest in Grenada’s domestic electricity company, GRENLEC. The claimant avers that he was closely involved with government dealings with GRENLEC in his capacity as minister of Energy. At that time, the Prime Minister of Grenada, Dr. Keith Mitchell, made several

representations to the people of Grenada to the effect that the government's acquisition of the controlling interest in GRENLEC would eventually result in decreased electricity prices.

[3] The claimant avers that the defendant on 27th October 2021 aired an item on its nightly news program relating to a recent increase in electricity rate, featuring commentary on a press conference involving the claimant on 26th October 2021.

[4] The claimant avers that Mrs. Blossom Alexis-Welch, employee and news presenter of GBN made the following statement:

“Finance Minister Gregory Bowen says, despite the promise made upon the repurchase of GRENLEC shares that consumers will see a decrease in their electricity bill, such a relief will not be witnessed until 2030.”

[5] The claimant avers that the defendant misinterpreted and drew false inferences from his words which were subsequently misrepresented to the defendant's audience. The claimant alleges that the statement is defamatory as the words in their natural and ordinary meaning suggest that no relief in the form of a decrease in consumers' electricity bills would be forthcoming until the year 2030.

[6] The claimant further contends that certain reasonable inferences could erroneously be drawn by an audience by virtue of his then position as Minister of Energy and Deputy Prime Minister, namely that:

- (i) the claimant was wholly or partially responsible for the lack of relief;
- (ii) the claimant, as a member of a cabinet which promised that the Government's acquisition of majority stake in GRENLEC would result in lower electricity prices for consumers, was dishonest and untrustworthy, due to the alleged significant delay in the fulfilment of that promise; and
- (iii) the Government's decision was premised on a lie or bending of the truth.

[7] The claimant further avers that the impugned defamatory broadcast was further published on the defendant's Facebook page on 27th October 2021 resulting in the following comments:

“This man [the claimant] is crazy... Deception has finally catch [sic] up with them. Your reckless evil plans is [sic] again exposed”

“Did he say 2030? This is madness now thus [sic] man gone back in there to do what? Bowen I need you to go out and buy candles and start to distribute to the public, because this nonsense you talking about there you have to be going senile.”

- [8] The claimant avers that the representations were calculated to disparage him as a politician in his office as Deputy Prime Minister and Minister of Finance and Energy. The claimant states that as a result of the publication of the false statements, his estimation was lowered in the eyes of right-thinking members of society and that he has suffered significant reputational damage.

The defendant's case

- [9] The defendant admits the publication but avers that the words complained of do not bear the meanings ascribed and are not defamatory. The defendant relies on the entirety of the press conference and statements made by the claimant. The defendant contends that on a fair interpretation of the entire press conference, the claimant was representing to his audience that the country could expect to see a relief or decrease in electricity prices which could only come with significant use and resort to renewable energy which would not be achieved until 2030.
- [10] The defendant states that the year 2030 was not just mentioned during the press conference, but that it was deliberately set as a target date and actively rationalized by the claimant during the press conference.
- [11] The defendant in any event relies on the defences of justification and qualified privilege. The defendant further avers that the comments made on the Social Buzz program could only be treated as opinion or comments on a matter directly affecting the public and relies on the defence of fair comment.

Legal Analysis

Whether the words complained of are defamatory

[12] Defamation is committed when the defendant publishes to a third person words or matter containing an untrue imputation against the reputation of the claimant¹.

[13] **Section 7 of the Libel and Slander Act²** provides as follows:

“In any action for slander in respect of words calculated to disparage the plaintiff in any office, profession, calling, trade or business held or carried on by him or her at the time of publication, it shall not be necessary to allege or prove special damage, whether or not the words are spoken of the plaintiff in the way of his or her office, profession, calling, trade or business”

[14] In **Charleston & Anr v News Group Newspapers Ltd & Anr³** their Lordships referred to the text Duncan & Neil on Defamation⁴ as follows:

“In order to determine the natural and ordinary meaning of the words of which the plaintiff complains it is necessary to take into account the context in which the words were used and the mode of publication...”

[15] The authors of **Halsbury's Laws of England⁵** describe the test of what is defamatory in the following manner:

“In deciding whether or not a statement is defamatory, the court must first consider the notional single meaning that the words would convey to the ordinary person. ... the court seeks to determine and act upon the one and only meaning that the readers as reasonable persons should have collectively understood the words to bear. Having determined the meaning, the test is whether, under the circumstances in which the words were published, the reasonable person would be likely to understand them in a defamatory sense. ...

Words will be defamatory if they impute conduct the reasonable person considers discreditable, even though in the author's stated view such conduct is proper.”

Press Conference News Broadcast

[16] The issue is whether the impugned words are capable of bearing of a defamatory meaning or inferences ascribed by the claimant.

¹ Claim No. ANUHCv2010/0209 Dr. Edmond Mansoor v Eugene Silcott

² Chapter 171

³ [1995] 2 AC 65

⁴ 2nd ed (1983) p 13 para 4.11

⁵ (5th edn., 2023) vol. 32, para 543

- [17] Counsel for the claimant relies on the case of **Koutsogiannis v Random House Group Ltd**⁶ which outlines the main principles that apply to the determination of the meaning of words which are alleged to be defamatory namely:

“(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 product 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).”

⁶ [2020] 4 WLR 25, [2019] EWHC 48 (QB)

- [18] The crux of the claimant's contention is that the statement complained of was a misquotation of his words which was understood by the reasonable listener to be an imputation of dishonesty, untrustworthiness and disingenuousness of the claimant.
- [19] On the other hand, the defendant argues that there is nothing defamatory of the claimant in the statement. The defendant argues states that the report at its highest connotes that the decrease in electricity bills would not be witnessed until 2030 and provokes thought on the length of time between the actual repurchase of GRENLEC and the year 2030, when decrease in electricity bills will be witnessed.
- [20] The court agrees with the defendant that the words "Finance Minister Gregory Bowen says, despite the promise made upon the repurchase of GRENLEC shares that consumers will see a decrease in their electricity bill, such a relief will not be witnessed until 2030" cannot in their natural and ordinary meaning be deemed defamatory neither can they lower the claimant in the estimation of reasonable right-thinking members of society.

Innuendo

- [21] The claimant seeks to rely on an innuendo to ascribe the alleged defamatory meanings to the publication. The text **Winfield and Jolowicz on Tort**⁷ states:

"Where, however the words are not defamatory in their natural and ordinary meaning, or where the plaintiff wishes to rely upon an additional defamatory meaning in which they were understood by persons having knowledge of particular facts, then an innuendo is required. This is a statement by the plaintiff of the meaning which he attributes to the words, and he must prove the existence of facts to support that meaning".

- [22] Both the claimant and the defendant seek to rely on the full context of the press conference as extrinsic evidence to determine the alleged defamation.
- [23] The claimant's appearance on the press conference to discuss the cost of electricity was a matter of public knowledge. The claimant indicated that the fuel

⁷14th ed, page 326

surcharge portion of consumers' electricity bills was the portion responsible for the most recent rise in electricity prices, and that that portion of the bill was influenced by fluctuations in the global oil market. The claimant indicated that when global fuel prices fell, consumers would see a decrease in electricity costs. The claimant also mentioned stimulus packages by the Government that may assist consumers.

[24] It is this general knowledge which would apprise an ordinary well-informed person of the natural and ordinary meaning of the words and the message conveyed. The year 2030 which was introduced by the claimant at the press conference would be well known by a reasonable listener. Obviously, there would be an overlap between what was said at the conference and the publication by the defendant.

[25] The defendant relies on the following statement made by the claimant at the press conference to further buttress the point that the broadcast is not defamatory:

"Now what can we do about this? Moving into renewables, we have always articulated this and it is part of our energy policy and we have just come off the spring meeting with the World Bank and the IMF and the GCF, the Green Climate Fund. And we are positioning ourselves. That is why we said that by 2030 we should be 100% renewable."

"This will take some investment and we're working with the Eastern Caribbean Central Bank, we working with the IMF, we working with the World Bank, we working with the V20's you name it, the International Solar Alliance ... So we're looking for financing, soft financing ..."

"So imagine that we have to get by 2030, we have to get to 100% renewables; imagine the investment we have to make, maybe over US\$200 Mil. The point is when you invest in that, the fuel surcharge that he is talking about now becomes something of the past."

"So renewable energy is the way to go but we must find the financing..."

[26] The defendant states that an accurate reflection of the claimant's statements in the above quotations demonstrate that 2030 is the projected year for 100% renewable energy for Grenada. At the press conference, the claimant gave a date of 2030 at the latest for an eventual significant decrease in electricity prices.

- [27] The defendant states that the claimant gave the following response to a question from the audience on the issue of a promise made to the Grenadian public that fuel prices will drop after the repurchase of GRENLEC:

"Thank you for your question. You've heard us made it abundantly clear that there must be an intervening period before we can see rates go down because we have to move to renewable energy. In that context therefore, we know that price will go down once the investment gets there."

- [28] The defendant contends that the claimant did not refute questions put to him at the press conference as to the target date by which the country will see a decrease in electricity prices. The defendant avers that the connection that the claimant was making between prices and the type or source of energy used could not be clearer as a nexus was made between renewable energy and low fuel prices, and that a transition to 100 percent renewable energy use will not be forthcoming until by the year 2030.

- [29] The defendant relies on authors of **Duncan & Neil on Defamation & Other Media & Communications Claims**⁸, who set out the court's approach in determining the meaning of words complained about as being defamatory in terms of the context of statements in the following manner:

"5.25 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. The question of context has been the subject of particular attention in recent case law, in relation to material that is intrinsic and extrinsic to the publication containing the statement on which the claim is based. The traditional principles have required particular reconsideration in the light of online publication.

5.26 The meaning of a particular statement will often vary according to the context in which it appears. Thus, the context may give the statement complained of a defamatory meaning, or shade of meaning, which it does not have when read in isolation. Equally, it may be that the defamatory sense of the statement on its face is neutralized or mitigated by the context."

⁸ 5th ed, (2020)

- [30] To succeed in an action for defamation, a claimant must prove the making of a statement by a defendant tending to lower the claimant in the estimation of right thinking-members of the society and the publication of that statement to a third party or parties, and the words must be construed in their natural and ordinary meaning⁹.
- [31] The context in which the words were published remains critical. The ultimate question is how the impugned words would strike the ordinary reasonable right-thinking persons in society. The claimant contends that the defendant ignored his statements when he expressed that Grenadians could and would see a reduction in electricity prices: when fuel prices globally were reduced and upon Government's intervention in the next stimulus package, which was to subsist until December of 2022.
- [32] Firstly, any reasonable right thinking man would be knowledgeable of the fact that the price of electricity is determined the price of oil globally which is volatile with regular fluctuation, or through reliefs granted by respective governments. However, in the circumstances, the narrative in the press conference places GRENLEC with a structure to attain 100% renewable energy to give relief to all consumers which could only be achieved by 2030. Any reasonable right thinking person listening to the overall, full context of the press conference would have concluded that significant reduction in electricity price could only be achieved by 2030 through renewable energy.
- [33] The court is of the view that the impugned statement does not criticise the claimant directly by stating that he is dishonest or untrustworthy as a politician. It is the position of the court that the defendant's statement did not reproduce the entirety of the claimant's justification for the expected relief by 2030. However, the overall publication provokes thought on the length of time between the actual repurchase of GRENLEC and the year 2030, when eventual decrease in electricity bills will be witnessed.

⁹ Gaston Browne v Isaac Newton ANUHC VAP2020/0028

- [34] The claimant as a political figure should not be overly sensitive in criticisms involving matters of public interest. In **Waterson v Lloyd**¹⁰ the English Court of Appeal determined that:

“While of course...politicians are entitled to be protected by the law of defamation, the limits of acceptable criticism are wider in relation to politicians acting in their public capacity than in relation to private individuals...

...At paragraph 79 in *Joseph v Spiller* Lord Phillips notes that ‘these expressions of principle are in general consonant with the English law of defamation’. They exemplify, it seems to me, the common law’s increasing focus in this area on the balance to be struck between public interest and individual right: between free speech and private claims, rather than on reputation as akin to a right of property. A political context – and especially at election time – surely informs this balance.”

- [35] The impugned statement in the court’s view is a factual reproduction relaying the date by which there will be a significant reduction of price of electricity bills through the renewable energy. The claimant is seeking by innuendo to give a strained construction or meaning to the defendant’s publication. The court accepts that the publication did not encapsulate the entirety of the statements made by the claimant at the press conference. However, the claimant has failed to demonstrate that the misquotation when understood in the context of the full press conference would have lowered his estimation in the eyes of right-thinking members of society. Such a strained construction and unrealistic imputation cannot be ascribed having considered the full context of the press conference. Accordingly, the claim fails on the innuendo as it fails to meet the threshold of defamation.

Social Buzz

- [36] The claimant complains that the defendant’s republication of the defamatory statement on its Social Buzz program generated disparaging remarks as follows:

“This man [the claimant] is crazy... Deception has finally catch [sic] up with them. Your reckless evil plans is [sic] again exposed”

“Did he say 2030? This is madness now thus [sic] man gone back in there to do what? Bowen I need you to go out and buy candles and start to

¹⁰ [2013] EWCA Civ 136

distribute to the public, because this nonsense you talking about there you have to be going senile.”

[37] The claimant contends that in their natural and ordinary meaning, the statements republished by the defendant were understood to mean and convey that the claimant is suffering from a severe malady of the mind such that his decisions cannot be trusted; that the claimant is deceptive; the claimant is reckless and evil; and that the claimant is going senile as a result of his age and cannot make sensible decisions.

[38] On the other hand, the defendant states that at its highest, the statements are a harsh criticism of the claimant, where he is referenced. The defendant avers that the comment pertaining to the Claimant's state of mind can therefore only be construed as opinion. As to the comment on deception the Defendant avers that that statement was clearly not directed at the Claimant but rather to a political organization.

[39] The defendant relies on the following paragraph of **Halsbury's Laws of England**¹¹:

“A person may use strong language of another, which if taken literally would be defamatory, but if it is obvious to the reasonable viewer or reader, from the tone and context, that the words are not intended literally but merely as insults, then the natural and ordinary meaning conveyed will not be a defamatory one. This principle is sometimes called the 'defence of mere vulgar abuse' but in fact it is a doctrine of interpretation going to exclude liability. By a similar principle, apparently defamatory words may be published in an obviously sarcastic or ironic manner so as to be deprived of their defamatory meaning: though more commonly the effect of irony or sarcasm is to render defamatory apparently innocent expressions.

Whether words make a definite charge of misconduct, or are merely abusive or sarcastic, depends on all the circumstances of the case.”

[40] Bryson JA in the Australian case of **Bennette v Cohen**¹² at paragraph 51 said:

“‘Vulgar abuse’ and ‘mere vulgar abuse’ are not terms of art nor are they capable of high definition or detailed exposition; but in determining the

¹¹ (5th edn., 2023) vol. 32, para 548

¹² (2005) 64 NSWLR 84

meaning of words used and whether their meaning was defamatory it may be open to consideration whether the terms used and the context in which they were used were such that there was no likelihood of their affecting the reputation of the person spoken of; that no notice would be taken of them. This would not be the right conclusion on all statements which could accurately be described as vulgar abuse or mere vulgar abuse; much vulgar abuse is highly defamatory... the matter under consideration is not whether the publication constitutes mere vulgar abuse, but whether the imputation which it conveys has a defamatory meaning: it may not have a defamatory meaning because the terms or the manner in which it is spoken show that it is not likely to injure reputation.”

[41] With respect to the first stated comment, the court finds that the reference to “them” and “your” is not a criticism of the defendant himself, but of his associated political party. With respect to the second comment, albeit personal to the claimant, the court is not removed from the local context in which such a statement can be made.

[42] Aspersions as to senility are used in local parlance outside of medical usage of the term. Reference is made to the dicta of Garibaldi J in **Ward v Zelikovsky**¹³, a case cited with approval by Bell M in the Northern Irish case of **Michelle O’Neill v John Carson**¹⁴:

The term ‘bitch’ is undoubtedly disparaging. But to hold that calling someone a ‘bitch’ is actionable would require us to imbue the term with a meaning it does not have. Such a holding would, in effect, say that some objective facts exist to justify characterising someone as a bitch. If calling someone a bitch is actionable, defendants must be able to raise the defence of truth. ‘Bitch’ in its common everyday use is vulgar but non-actionable name-calling that is incapable of objective truth or falsity. A reasonable listener hearing the word ‘bitch’ would interpret the term to indicate merely that the speaker disliked Mrs Ward [the plaintiff] and is otherwise inarticulate. Although Zelikovsky’s [the defendant] manner of expression was very offensive, our slander laws do not redress offensive ideas.”

[43] The impugned statement does not criticise the claimant directly by stating that he is dishonest or untrustworthy as a politician to lower his estimation in right thinking persons in society.

¹³ (1994) 136 NJ 516, 643 A 2d 972 at 982 – 983

¹⁴ [2023] NI Master 9

[44] The court applying the learning in the authorities above finds that the words stated as against the claimant were vulgar abuse not intended to be taken literally, but interpreted by the reasonable person as expressions of displeasure of the information contained in the impugned statement of decreases in electricity prices in the year 2030. This statement being vulgar abuse is not actionable defamation, and the claim concerning it accordingly fails.

Whether the defendant satisfied the defence of qualified privilege/Justification

[45] The court finds that the claimant has not made out a claim for defamation, yet for completeness will address the defendant's defences of qualified privilege and justification.

[46] The well-known litmus test to succeed in the qualified privilege defence was set out by Lord Nicholls of Birkenhead in **Reynolds v Times Newspaper Ltd**¹⁵, namely:

- (i) The seriousness of the allegation. The more serious the charge, the more the public is misinformed and the individual harmed, if the allegation is not true.
- (ii) The nature of the information and the extent to which the subject matter is a matter of public concern.
- (iii) The source of the information.
- (iv) The steps taken to verify the information.
- (v) The status of the information.
- (vi) The urgency of the matter as news is often a perishable commodity.
- (vii) Whether comment was sought from the claimant or some other person with knowledge of the facts.
- (viii) Whether the publication contained the gist of the claimant's side of the story.
- (ix) The tone of the publication. A newspaper can raise queries or call for an investigation. It need not adopt allegations as statement of fact.
- (x) The circulation of the publication, including the timing.

[47] The **Reynolds** privilege protects the publication of a defamatory matter to the world at large where (i) it was in the public interest that the information should be published and (ii) the publisher had acted responsibly in publishing the information¹⁶. Lord Nicholls added that the list was not exhaustive and that the

¹⁵ [2001] 2 AC 127

¹⁶ Per Lord Phillips in *Flood v Times Newspapers Ltd*. [2012] 2 AC 273

weight to be given to the ten factors and any other relevant factors would vary from case to case.

[48] The House of Lords in **Flood v Times Newspaper Ltd**¹⁷ held that qualified privilege exists where the public interest justified publication notwithstanding that it carried the risk of defaming an individual who would not have any remedy.

[49] The overriding test is that of responsible journalism, and the court must perform a balancing act of opposing matters namely whether the public interest in publishing the information in question outweighs the claimant's right to the protection of his reputation.

[50] It was further stated in **Reynolds**¹⁸ that:

"The liberty to communicate (and receive) information has a similar place in a free society but it is important always to remember that it is the communication of information not misinformation which is the subject of this liberty. There is no human right to disseminate information that is not true. No public interest is served by publishing or communicating misinformation. The working of a democratic society depends on the members of that society being informed, not misinformed. Misleading people and the purveying as facts statements which are not true is destructive of the democratic society and should form no part of such a society. There is no duty to publish what is not true: there is no interest in being misinformed. These are general propositions going far beyond the mere protection of reputations."

[51] In addition, in **CVM Television v Fabian Tewarie**¹⁹, the Jamaican Court of Appeal cited **Bonnick v Morris and Another**²⁰ as authority for the proposition that:

"...whereas the appellant may have a duty to publish news of criminal activities and of the behaviour of the police in that respect, and there may be a right on the part of the general public to receive such information, there is no duty to publish inaccuracies. There is certainly no duty to publish a story that gave false details as to an act amounting to murder having been committed by the respondent. A television station takes unto itself the duty of reporting facts and events. It may also provide commentaries but such commentaries must be on facts. It has no duty to report falsehoods and inaccuracies. Where there are such mistaken reports, immediate sincere

¹⁷ [2012] 2 AC 273

¹⁸ [2001] 2 AC 127

¹⁹ Jamaica Civil Appeal No. 46 of 2003

²⁰ Privy Council Appeal No. 30 of 2001

apologies are required accompanied by publication of appropriate corrections...”

[52] The claimant contends that nowhere in the entirety of the press conference, of which the defendant had recordings and notes, did he say that Grenadians would not see relief in their electricity bills until 2030. The claimant contends moreover that the defendant ignored his statements when he expressed that Grenadians could and would see a reduction in electricity prices when fuel prices globally were reduced or upon Government’s intervention in the next stimulus package, which was to subsist until December of 2022;

[53] Counsel for the claimant submits that the headline used by the defendant was a grave inaccuracy which violated the principles of responsible journalism and prevents the defendant from relying on the defence of qualified privilege.

[54] In response, the defendant states that it exercised a high standard of journalism to ensure the accuracy of the matters reported. It is the evidence of Gerard Joseph for the defendant that he interpreted the claimant remarks to mean that ‘before we can see electricity rates going down, we will have to move to renewable energy.’ Mr. Joseph asked the claimant during the press conference the following:

“So Minister Bowen you would have highlighted that 2030 is the date that we would see any life line, any real decrease in electricity prices that will be felt by consumers. However, the outcry still continues as global food prices rise, cost of living is rising, has the government reconsidered or even thinking of reconsidering giving some form of relief by lifting or reducing petrol tax?”

[55] The defendant avers that at no time did the claimant correct or admonish Mr. Joseph for his question, and that no clarification was made by him that he did not mean that the public will only see a decrease in electricity rates in 2030.

[56] Mr. Joseph in cross examination admitted that he failed to make reference to the entire recording of the press conference available to him in his preparation of the news item by reason of the need to get the news out on time.

[57] The court accepts that the defendant's publication focussed on the 100% reduction in 2030 through renewable energy, and that it failed to indicate that the claimant had also expressly stated during the press conference that Grenadians could and would see a reduction in electricity prices when fuel prices globally were reduced, and the subsistence of Government's stimulus packages until December 2022. However, looking at the totality of the press conference and the focus on renewable energy, the defence is available to the defendant in the circumstances.

Whether the defendant can rely on the defence of justification

[58] The defendant also relies on the defence of justification with respect to the press conference broadcast. Justification is an affirmative defence which requires the defendant to prove that the defamatory imputation made was substantially true of the claimant²¹.

[59] In **Kenton Chance v Adrian DaSilva**²² at paragraph 22 of his judgment, Michel JA reasoned the following:

"The common law defence is justification, which is established by proving that the statement made by the defendant is true in substance and in fact. It is for the claimant to prove that the statement was published by the defendant and that it was defamatory of him. Once the claimant does so, the burden then shifts to the defendant to prove that the defamatory statement published by him was true in substance and in fact. If he so proves, then the defence of justification will avail him."

[60] In the extant case, the defendant would need to prove that the claimant said that there would be no relief in the form of a reduction in electricity bills until 2030 and/or that there was no such relief until 2030.

[61] Counsel for the defendant argues that the report was faithful to the representations made by the claimant. The defendant states further that the press conference ended with the claimant making the following statement:

"So I want to advise as all of us have said, from the Prime Minister down, that there must be an intervening period before you can see the effect, the

²¹ *Stocker v Stocker* [2019] UKSC 17

²² SVGMCVAP2021/0006

real effect what [sic] you can get a drop in fuel prices. Yes, you will see it but we must have a significant component of our energy being generated by renewable energy for us to see this.”

[62] Counsel for the claimant submits that the statement by the claimant that there must be an intervening period and a significant component of renewable energy being generated before the effect of a drop in prices amounted to there being no decrease in electricity prices until the year 2030.

[63] The defendant on the other hand pleads that the statement complained of did not say that prices will not fall or that relief will not come. Rather, it stated a date by which relief in electricity bills will be witnessed. That date, 2030, was fixed by the claimant himself.

[64] The court is not convinced by taking the totality of the evidence that the defendant’s statement was an inaccurate and untruthful summarisation of the claimant’s comments. The claimant repeats throughout the press conference that the year 2030 is the projected year for 100% renewable energy to be enjoyed by Grenadians. The claimant specially stated that an intervening period and significant investment in renewable energy would be required in order to obtain 100% reduction in electricity prices by 2030.

[65] For the defence of justification to succeed the *whole statement has to be taken into account and from the whole inferences and conclusions are drawn*. The court is of the view that taking the entire press conference and publication into account, an inference and conclusion could be drawn that 2030 would be the target for the significant decrease in electricity rates.

Fair comment

[66] In relation to the Social Buzz program the defendant relies on the defence of fair comment. **Gately on Libel**²³ states that to succeed in a defence of fair comment the defendant must show that the words are comment, and not a statement of fact. He must also show that the facts on which he is commenting.

²³ 8th ed. Para .692, 710

[67] The defendant is required to prove that the statements made in Social Buzz are comments or opinions and not assertions of fact on matters of public interest neither is actuated by malice.

[68] As indicated earlier, the comments are attributed to a group and not to the claimant. Also, they are merely intemperate language and criticisms made on the factual statement in relation to the 2030 eventual significant reduction of electricity rates. The issue was a matter of public interest, and the comment was made based on the stated fact made by the claimant.

[69] The claimant has failed to establish that the comments were actuated by malice on the part of the defendant. Accordingly, the defence of fair comment is available to the defendant in the circumstances.

Conclusion

[70] Given the above circumstances, the court finds that the words complained in their natural and ordinary meaning do not convey the meanings ascribed by the claimant and accordingly the claim for defamation fails.

[71] It is ordered and directed as follows:

- (1) The claimant's claim is dismissed.
- (2) Costs to the defendant in the sum of \$12,500.00 to be paid by the claimant within Sixty (60) days of today's date

Agnes Actie
High Court Judge

By the Court

Registrar