

***Mr Anthony Butcher v Kidderminster Shuttle***

Clauses noted: 1, 2

Mr Anthony Butcher of Kidderminster complained to the Press Complaints Commission that two articles, headlined "Phone firm takes on IT dispute man" and "Datascraping dispute settled" published in the Kidderminster Shuttle on 29 April and 27 May respectively, were inaccurate in breach of Clause 1 (Accuracy) of the Code of Practice. He also complained that he had not been given an opportunity to reply to the inaccuracies in the article in breach of Clause 2 (Opportunity to reply).

The complaint was rejected.

The first article reported a dispute between the complainant, an IT consultant, and the phone directory company Yell, which claimed that the complainant had improperly copied its database. While acknowledging that he had copied material from Yell, the complainant said the article was wrong to suggest that he had unlawfully re-used the information he extracted and made it public on one of his own websites. Indeed, he contended that the newspaper had been made aware of the correct position but had run the inaccurate article in any case. In addition, the complainant pointed out that the article failed to report that the dispute had already been settled out of court.

The complainant said that the second article failed to correct the alleged inaccuracies of the first and incorrectly claimed that he had paid a sum towards Yell's fees and damages and admitted to acting unlawfully. In fact, the settlement included a payment by the complainant to Yell in respect of legal fees but not damages.

The newspaper said that the dispute between the complainant and Yell had not been formally concluded when the first article was published. Moreover, the particulars of claim made by Yell against the complainant included reference to the latter reusing and making public some of the information he had obtained from the former's database. The article was, therefore, an accurate summary of the case. The newspaper also said that the follow-up piece was accurate and emphasised that it had contained the complainant's denial of the claim that he had made commercial use of the data he copied.

The complainant said that the writ against him had covered a number of possibilities with regard to what he had done with the Yell information but the only real claim against him was that he had improperly downloaded that information. Ultimately, the case had been settled with the complainant agreeing to pay £25,000 towards Yell's costs and with Yell agreeing to drop their claim for £100,000 in compensation. The complainant had not acted illegally, nor intended to act illegally – nor had he been accused of either activity. He did, however, drop his complaint regarding the article's statement that he had paid towards costs and damages since this appeared to have been taken from the Order of Judgement.

*Adjudication*

The Commission considered the coverage of the case as a whole, bearing in mind the supporting material – including the Claim Form and other legal documents which made the outcome of the case clear – that had been submitted by both parties.

The Commission considered that it was clear from the context of the article that the statement in the first article that the complainant had "reused part of the database [that he had copied], and made it available to members of the public" was an allegation. However, it noted in any case that any possible confusion on this point was resolved by the follow up article, which made clear that "Mr Butcher denied that he had ever made commercial use of any of the Yell data that he had downloaded".

Turning to the remainder of the complaints, the Commission wished to make the point that any article about legal proceedings will necessarily be a summary of the case and that it is not possible for newspapers to include every detail. In this case, the Commission reviewed all the material that had been submitted, and considered that it was sufficient to justify publication of the articles. It concluded that the complainant's objections largely concerned matters of interpretation rather than of factual inaccuracy. For instance, while the complainant objected that the second article suggested that he had admitted 'unlawful activity', the Commission noted that this reference was simply part of a summary of Yell's position. Moreover, since the case had been settled out of court the Commission did not conclude that readers would necessarily have been misled into thinking that the behaviour admitted by the complainant had been found by a court to be unlawful. It also appeared to be the case that the matter had not been settled when the first article was published.

Since the complaint under Clause 1 of the Code of Practice was rejected there was no breach of Clause 2.

Adjudication issued 2004