

Ms Christine Wishart v Take a Break

Clauses noted: 1, 16

Ms Christine Wishart complained to the Press Complaints Commission that Take a Break magazine had paid a relative of a criminal in breach of Clause 16 (Payment to criminals) of the editors' Code of Practice.

The complaint was upheld.

The complainant was the victim of an arson attack on her home for which Christine Chivers – whose story was published in the magazine on 28th August 2008 – pleaded guilty. The article included Ms Chivers' claim that despite this plea she was actually innocent of the crime. The complainant said that there was overwhelming evidence of Ms Chivers' guilt, and the magazine should not have allowed her to proclaim her innocence in return for money.

The magazine confirmed that it had paid £1,000 to Ms Chivers' daughter – who was responsible for raising her brother and sister in difficult circumstances – for the article. Ms Chivers herself had not therefore benefited. The article was in any case in the public interest, as it highlighted an alleged miscarriage of justice. Additionally, the article had not sought to exploit a particular crime, nor had it glorified or glamorised crime in general.

Adjudication

Criminals and their associates should not generally profit from their crimes, so the Code forbids payments for stories which seek to exploit a particular crime unless there is a clear public interest.

In this case, the Commission considered that the article did not contain anything of sufficient public interest to justify the payment. The piece amounted to an explanation about why Ms Chivers had pleaded guilty to the crime, and seemed to try to justify the crime (whoever was responsible) by criticising the behaviour of the complainant, Christine Wishart. It did not point to any clear evidence of a miscarriage of justice, and it was not part of a campaign to have the conviction quashed. It said that Ms Chivers had pleaded guilty in order to reduce her sentence, as she had been told that there was a considerable body of evidence against her.

It was clear that the crime had been exploited for payment in breach of the Code, and there was no public interest to justify it. That was not to say that the magazine was prohibited from publishing Ms Chivers' story. But the decision to offer payment was misguided and the editor should have recognised that immediately. The complaint under Clause 16 was upheld.

The complainant also said that the article contained inaccuracies in breach of Clause 1 (Accuracy) of the Code. Not only was the central thrust of the article – that Ms Chivers was innocent, and ignorant, of the crime – untrue, but the story contained a number of other incorrect statements. These included Ms Chivers' claims that the complainant had babysat for her and joined the family for a seaside visit; the circumstances of the New Year's Eve that the complainant had spent in Ms Chivers' bed; and a conversation where the complainant was alleged to have claimed that she was seeking revenge on Ms Chivers for marrying the man she wanted.

The magazine pointed out that it had included a statement at the end of the article making clear that the story constituted Ms Chivers' own version of events. It also offered to publish a further article detailing the complainant's story.

Adjudication

Regarding the complainant's main objection that the piece inaccurately suggested that Ms Chivers was innocent, the Commission considered that it was clear from the way it was presented that the piece was Ms Chivers' own view about what had happened, rather than any claim by the magazine about her involvement in the crime. It would have been apparent from this that the other parties to the incident may have had another view about what happened. In these circumstances, the Commission was satisfied that the magazine had properly distinguished between comment, conjecture and fact in accordance with the Code. Additionally, the piece made clear that she had been convicted of the crime having decided to plead guilty.

In terms of the other complaints of inaccuracy, the Commission noted that such pieces will often contain an individual's recollection of an event that may be disputed by someone else – but this will not normally breach the Code when the claims are properly set in context and the details are incidental. There were no further issues to pursue.

Adjudication issued 30/04/2009