



GORDON DADDS

Our Ref: G.RHS/RHS/G.QT.1-171/12770522v1

11 November 2016

Your ref:RKS/VB/BOXPARK

Metis Law
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Sent by post and by email: rajat.sharma@metislaw.com and vadims.bovtramovics@metislaw.com

Dear Sirs,

Your client: Boxpark Ltd

Our client: Inside Croydon

As you are aware we have been instructed to act on behalf of Inside Croydon and we write with reference to your letter dated 3 November 2016 which was not received by our client until 7 November.

For the reasons set out in this letter, it is denied that your client has any viable claims against our client.

Defamation.

You refer to two passages from the Article (adopting your definition) which you assert are "unquestionably defamatory" although you fail to identify any defamatory meaning or meanings they might bear, notwithstanding the desirability of claim letters doing so, as referred to in the Defamation Pre-Action Protocol to which you refer in the heading to and body of your letter.

The essence of each of these passages is that the commercial rents at Boxpark may be or will be increased. Even assuming that the article refers to your client, it is not defamatory to say that a landlord of commercial property wishes to increase the rent at the property.

In any case the Article concerns matters of public interest which would give rise to a complete defence to any defamation claim, even if the Article had any defamatory meaning and was otherwise actionable.



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Malicious Falsehood

In addition to the above passages, you also refer to 'false' tweets on two Twitter accounts for which you say "[y]our client has been advised that [our client is] the author".

The 'advice' which your client has been given is incorrect and so this claim fails at the first hurdle.

Furthermore, rent is only guaranteed for an initial period, which may be as short as 12 months, and so after that initial period is over the landlord is at liberty to seek a substantially increased rent if the tenant wishes to remain.

Paragraph 2.4 of your letter does not amount to a proper basis for alleging malice. The burden of proving malice is firmly on your client. Instead paragraph 4.2 of your letter embarks on a fishing expedition, which also represents an impermissible attempt to reverse the burden of proof and incidentally fails to take account of the law relating to the identification of sources. For the avoidance of doubt the existence of malice is denied categorically.

Conspiracy

As you will appreciate, an actionable conspiracy requires a number of elements to be proved, one of which is the existence of an agreement between one or more parties. As you do not even suggest the existence of any other party with whom our client has made an agreement, let alone identify who that party might be, this is another claim that should not have been advanced.

Damage

You have failed to identify any recoverable damage.

Remedies

Your client is not entitled to any remedies.

As already indicated to you, our client provides an immediate right of reply for all its articles through its Comments section. Further, the article has been amended to include a statement that "Wade unequivocally denies any intention to triple its rental charges."

Conclusion

We have addressed your letter in a proportionate way. We have not lengthened it by addressing every point that is available whether legal, factual or otherwise, about which our client's position is fully reserved.

Yours faithfully,



Gordon Dadds LLP