Neutral Citation Number: [2020] EWHC 3537 (Ch)

Case No: E30MA506

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN MANCHESTER
BUSINESS LIST (ChD)

Civil Justice Centre
Bridge Street West
Manchester
M60 9DJ
Date: 21 December 2020

Before :

MR JUSTICE SNOWDEN
Vice-Chancellor of the County Palatine of Lancaster

- -

Between :

MINSTRELL RECRUITMENT LIMITED	**Claimant**
- and -	
(1) JOHN LOCKETT **(2) LION RECRUITMENT SOLUTIONS LIMITED**	**Defendants**

- -

Martin Budworth (instructed by **Knights plc**) for the **Claimant**
Peter Gilmour (instructed by **Cartwright King**) for the **Defendant**

Hearing dates: 13-16 October, 4 November, 18 December 2020

- -

Approved Judgment

COVID-19: This judgment was handed down remotely by circulation to the parties' representatives by email. It will also be released for publication on BAILII and other websites. The date and time for hand-down is deemed to be 9:30 a.m. on 21 December 2020.

.....

MR JUSTICE SNOWDEN

MR JUSTICE SNOWDEN:

Introduction

1. This is an application by the Claimant ("Minstrell") to commit the First Defendant ("Mr. Lockett") to prison for contempt of court.

2. The application is the result of an extraordinary and bitter conflict between Minstrell, its directors and employees on the one hand, and Mr. Lockett on the other. As I shall relate, that conflict has involved dishonest conduct on both sides, which has included the falsification of evidence and the alteration of documents. It is a series of events that reflects badly on all concerned.

3. Mr. Lockett is an ex-employee of Minstrell, which conducts business as a recruitment agency providing "candidates" for employment or short-term engagement by "client" companies in the construction and civil engineering sector. The contempt application essentially relates to breaches of an order which Minstrell obtained from HHJ Eyre QC on 28 September 2018 which enforced the terms of an agreement which the parties had entered into after Mr. Lockett's employment had terminated in June 2018.

4. The principal acts relied on as constituting breaches of the order of HHJ Eyre QC are communications made by Mr. Lockett with third parties and posted on social media which are alleged to have been untrue and disparaging of Minstrell and its directors and managers, contrary to an injunction restraining the making of such statements. The other alleged breaches consisted of soliciting and dealing with one of Minstrell's clients in breach of an injunction to enforce a post-employment restrictive covenant; a failure to deliver up any of Minstrell's property and information in Mr. Lockett's possession; and a failure to provide confirmatory witness statements or affidavits of compliance with such requirements.

5. Mr. Lockett originally denied such contempts and filed evidence in response to the application. Minstrell then withdrew the first five allegations of contempt which were said to have been committed by text messages alleged to have been sent by Mr. Lockett to another ex-employee of Minstrell. After Mr. Lockett had pointed out that the ex-employee had surrendered her company phone when she had left the company, it transpired that those messages had in fact been sent by Mr. Lockett to one of Minstrell's own managers, who had impersonated the ex-employee by using her phone, and had initiated the exchange of messages with Mr. Lockett. I shall return to that matter later in this judgment.

6. On the first day of the hearing of the application, Mr. Lockett produced a document entitled "Basis of Plea" in which he indicated that he would admit that he had breached HHJ Eyre QC's injunction during January 2019 by making a large number of disparaging and untrue remarks about Minstrell and its directors and managers in a series of posts on social media. Those posts closely followed the presentation of a bankruptcy petition against Mr. Lockett by Minstrell based upon an unpaid order for costs made by HHJ Eyre QC. Whilst ultimately admitting that the posts breached the order, Mr. Lockett maintained that he had thought that the relevant part of the order of HHJ Eyre QC was no longer in force.

7. Mr. Lockett denied the other breaches of the orders and sought to raise a number of counter-allegations about Minstrell and how it conducted its business, which he said went some way to justifying the views which he had expressed about them to third parties, and therefore mitigated the seriousness of the contempts which he had admitted. He also contended he had been reacting to a campaign of harassment by persons connected with Minstrell.

8. I then proceeded to hear the evidence, both with a view to deciding whether the disputed allegations of contempt were made out, and also in order to determine whether the factual matters asserted by Mr. Lockett were true or not.

9. I indicated at the conclusion of the hearing on 16 October 2020 that, after a further day of closing submissions on the evidence, I would give a judgment setting out the factual matters that I found to be established in order to provide a foundation for the hearing at which I would decide what sanction to impose upon Mr. Lockett for the contempts that had been admitted or proved. I circulated this judgment in draft on 17 December 2020 and held the hearing to determine sanction on 18 December 2020. This approved version of my judgment also includes my remarks on sanction and on costs and other consequential matters.

10. As an introductory remark I should also say that the evidence of both sides strayed into what, on any view, were tangential matters and arguments which could have no bearing upon the outstanding allegations of contempt, or upon the sanction that would be appropriate. I will attempt not to be unduly distracted or to extend this judgment by dealing with such matters. Accordingly, if I do not mention a particular matter raised in the evidence, it is because I consider it to be irrelevant (or not materially relevant) to the issues that I actually have to decide, or to the sanction that I should impose.

The Law

11. There was no dispute between the parties that when considering whether a contempt of court is proven, the standard of proof of the matters constituting the contempt is the criminal standard of proof beyond reasonable doubt (or satisfied so that one is sure): see Re Bramblevale Limited [1970] Ch 128.

12. There was also no dispute that for a contempt of court to be established it is not necessary to prove that the breach of the order was done in the knowledge that it was a breach of the order or with the intention to breach the order. The defendant must be shown to have known of the relevant order, and to have known that he was doing or omitting to do the relevant things. But once those matters are established, it is not necessary also to show that the defendant knew his actions put him in breach of the order. It is enough that as a matter of fact and law they do so put him in breach: see Varma v Atkinson and Mummery [2020] EWCA Civ 1602 at [52]-[54] per Rose LJ quoting Director General of Fair Trading v Pioneer Concrete (UK) [1995] 1 AC 456. Accordingly, if such requirements are met it will be a contempt even if the defendant did not believe that his acts or omissions amounted to a breach (e.g. because he did not understand or misunderstood the order), and even if he had followed legal advice to that effect: see e.g. Adam Phones v Goldschmidt [1999] 4 All ER 486 at 492j-494J and Masri v Consolidated Contractors [2011] EWHC 1024 at [155]-[155]. Questions of the state of mind of the defendant are, however, relevant to mitigation of the contempt and hence to sanction.

13. There was, however, a dispute between the parties about the standard of proof applicable to matters that might go to mitigate the contempt and hence to sanction. As indicated, this would include Mr. Lockett's state of mind when committing a breach of the order; and it might also include the matters in relation to the conduct of persons associated with Minstrell upon which Mr. Lockett relied for mitigation. For Mr. Lockett, Mr. Gilmour submitted that such matter are akin to a "trial of an issue" in a criminal court and that if Mr. Lockett raised such matters, they should be accepted unless disproved by Minstrell to the criminal standard. Mr. Budworth, for Minstrell, submitted that such matters should simply be determined on the basis of the normal civil standard of proof, namely the balance of probability.

14. In my judgment the position is that if Minstrell contends that Mr. Lockett wilfully or recklessly breached the orders, then it must prove that beyond all reasonable doubt: see Z Bank v D1 [1994] Lloyds Rep 656 at 667. To that extent Mr. Lockett is entitled to the benefit of the doubt. But I do not accept that just because Mr. Lockett makes a factual allegation concerning Minstrell or persons associated with it, that such allegation must be accepted by me as the basis for sanction unless it is disproved by Minstrell beyond reasonable doubt. In my judgment all other matters of that nature are simply to be determined in accordance with the normal civil standard of proof on the balance of probabilities by the person making the allegation. That is also the case even though some of the matters alleged by Mr. Lockett might themselves amount to dishonest conduct by Minstrell and those associated with it.

The facts

15. I find the facts set out in the following narrative to be established on the basis of the evidence, applying the standards of proof set out above. I shall also deal at the relevant juncture in the narrative with the various disputed allegations of contempt.

Mr. Lockett's employment by Minstrell

16. Mr. Lockett is 52. After working as a joiner and doing some voluntary work and work in sales, he was introduced to the recruitment industry and worked for another agency (Multi Trades) from January 2014 for just over two years. He decided to leave that employment because of concerns over drug use and dealing by others at the company and was approached by a consultant operating in the recruitment sector who introduced him to Minstrell. Mr. Lockett had an interview in early May 2017 at Minstrell's Swinton office with one of Minstrell's directors, Mark Hagan ("Mr. Hagan") and its office manager, Richard Pogmore ("Mr. Pogmore").

17. There was a dispute in the evidence about whether Mr. Hagan offered Mr. Lockett employment on condition that he "bring his clients with him" from his previous employer and whether he said that he didn't care whether Mr. Lockett was subject to any restrictive covenants and that Minstrell's lawyers would "sort it out" (as Mr. Lockett suggested); or whether Mr. Lockett told Mr. Hagan that he was free from any restrictive covenants with Multi Trades and Mr. Hagan accepted that assurance at face value (as Mr. Hagan said). I do not consider that this is an issue that I either need to resolve, or could satisfactorily resolve, on the very limited evidence that I heard about it.

18. Mr. Lockett commenced his employment with Minstrell as a recruitment consultant in June 2017. It lasted under a year. On 24 May 2018 Mr. Lockett told one of Minstrell's directors and main financial backer, Andrew Parish ("Mr. Parish") that he wished to leave and set up his own small business. The next day, Mr. Lockett emailed Mr. Parish to say that he had spoken to his wife overnight and that he wanted to confirm their agreement that he could work a month's notice, leave fully paid at the end of June and "take the companies that have always been with me". Mr. Parish's response was to confirm that this was so and to clarify that "nothing can be taken that is Minstrell's (on the database before you joined the company)".

19. Following that agreement, Mr. Lockett continued to work for Minstrell from home during June 2018 using its laptop computer and database. There is a dispute on the evidence as to precisely what he was asked to do during this time and by whom, and as to whether Mr. Lockett sought to misuse a database called Agency Central to which Minstrell had bought a subscription. I do not consider I need to or could satisfactorily resolve such disputes on the limited materials available.

The dispute commences

20. The dispute in this case appears to have originated over a difference between the parties about the precise effect of the agreement which Mr. Lockett and Mr. Parish reached on 24 May 2018, and specifically the extent to which it modified the restrictive covenants in Mr. Lockett's written employment contract with Minstrell.

21. Mr. Lockett initially appears to have taken the view that his agreement with Mr. Parish meant that he was free to approach clients that he had brought to Minstrell immediately and to ask them to rehire employees through his new fledgling company, Lion Recruitment Solutions Limited ("Lion").

22. It would seem that Mr. Pogmore was initially unaware of the agreement between Mr. Lockett and Mr. Parish. When he was told of it, he took the view that it did not allow Mr. Lockett to approach any clients before he had left Minstrell, and certainly not to attempt to encourage them to rehire candidates who had been placed with them whilst Mr. Lockett was at Minstrell. At a later stage, Minstrell also argued through its solicitors that the agreement with Mr. Parish had not been intended to apply until after expiry of Mr. Lockett's restrictive covenants.

23. Since that dispute was ultimately resolved by a written compromise agreement in what turned out to be a unsuccessful attempt to avoid litigation, I do not need to decide it, and indeed I did not hear full evidence or argument that would enable me properly to do so. What <u>is</u> relevant, at least by way of background, is to describe how this disagreement led to a considerable level of animosity between Mr. Lockett and Minstrell (and in particular Mr. Pogmore).

24. On 22 June 2018, Mr. Pogmore discovered what he took to be an attempt by Mr. Lockett, during his notice period, to divert potential business for a client of Minstrell, C&G Commercial, to Mr. Lockett's new company. C&G Commercial was in fact a company that Mr. Lockett had brought with him to Minstrell, but at that stage Mr. Pogmore had not been told of the agreement between Mr. Lockett and Mr. Parish, and (as I have indicated above), he took the view that Mr. Lockett should not be engaging in such activities whilst still being paid by Minstrell.

25. Mr. Pogmore confronted Mr. Lockett on the telephone. That was, by all accounts, not a constructive discussion and ended in an angry exchange. Mr. Pogmore then reverted to Mr. Parish to discuss the position, following which a decision was taken at Minstrell to terminate the relationship with Mr. Lockett with immediate effect. Mr. Pogmore sent an email to Mr. Lockett to that effect on 22 June 2018, indicating that Mr. Lockett would still be paid up to 28 June 2018 and for 8 days' holiday pay. Mr. Parish also emailed at the same time, stating that Mr. Pogmore's email had been authorised by him.

26. Mr. Lockett's response was make a claim for telephone expenses for working from home, for £3,003 commission for placing several employees for Minstrell, and for 21 days' accrued annual leave. Mr. Pogmore's reaction to that, relayed to his colleagues by internal email, and doubtless reflecting the tone of the earlier telephone discussion, was,

> "The joker won't see a penny of that. You'd think the simpleton would at least be able to work out his holidays are pro-rated to 6 months."

Relations deteriorate

27. Within a very short period of time after Mr. Lockett's departure, relations between Mr. Lockett and Minstrell deteriorated further. Matters clearly came to a head on 4 July 2018.

28. On 3 July 2018, one of the staff who reported to Mr. Pogmore contacted a company which traded as "110% Interiors" and stated that Mr. Lockett had left Minstrell and that she would be the company's new account manager. She asked for timesheets in relation to a candidate who had been introduced by Minstrell and was still working for 110% Interiors. The owner of 110% Interiors, Paul Miles, forwarded the email to Mr. Lockett. The next morning, 4 July 2018, Mr. Lockett sent an email to the member of staff at Minstrell asking her not to contact 110% Interiors and citing his agreement with Mr. Parish.

29. Mr. Pogmore then appears to have spoken to Mr. Miles at 110% Interiors and followed up with an email stating that any attempt by Mr. Lockett to supply the candidate concerned through Lion would be a breach of the terms of business between Minstrell and 110% Interiors. That prompted 110% Interiors to respond that it had been told of the agreement that Mr. Lockett had reached with Mr. Parish and to point out to Mr. Pogmore that Mr. Lockett had taken 110% Interiors with him when leaving Multi Trades.

30. The response from Mr. Pogmore was to respond that, "We completely dispute John's claims and these will be dealt with separately by our legal team". He also asserted that the contract for the provision of the particular employee was with Minstrell and that any failure by 110% Interiors to provide a timesheet for the employee would be met with an invoice for penalty charges of £5,735 +VAT. Mr. Miles then forwarded this email to Mr. Lockett.

31. Mr. Pogmore's approach to 110% Interiors contrasted with some emails or text messages which he sent to Mr. Lockett on the same day in which Mr. Pogmore indicated that he wished Mr. Lockett the best in his new business and that he would not actively

be chasing who Mr. Lockett was dealing with, "but I have [to] act upon it if you are emailing my staff directly."

32. The response from Mr. Lockett was to send a further email to Mr. Miles in which he accepted that the candidate in question would have to stay with Minstrell until his current placement had expired. However, Mr. Lockett stated that he was talking to the employee about his expenses, "as Minstrell have allowed fraudulent expenses to be claimed" and indicated that because Mr. Lockett did not want the employee to get into trouble with HMRC, he would advise him on what to do next. This allegation appeared to be related to the activities of a payroll company called "Crystal Clear" which Mr. Lockett asserted was associated to Minstrell. Mr. Lockett indicated in his email to Mr. Miles that "I will be talking to HMRC in the morning regarding this". He concluded his email to 110% Interiors by saying that "Minstrell are cowards who go back on their agreements but I will sort them."

33. Unhelpfully, this email was forwarded by Mr. Miles to Mr. Pogmore, who responded to the effect that these were "wild accusations and comments of a disgruntled ex-employee." The day's events also prompted Mr. Pogmore to forward the latter email exchange to Mr. Parish and Mr. Hagan on the same day, with the comment "He's still going…".

34. Having received the text messages directly from Mr. Pogmore and the forwarded emails that Mr. Pogmore had sent to 110% Interiors, Mr. Lockett called a number of other companies which he regarded as his clients during the afternoon of 4 July 2018, in essence to tell them they were free to deal with him.

35. During the day on 4 July 2018, Mr. Lockett also sent text messages to an employee of Minstrell, Lesley Igo, with whom Mr. Lockett was friendly, asking her to "have a word with Andy [Parish]". Ms. Igo responded to Mr. Lockett that evening, to say that she was unable to help and that she had been asked by Mr. Parish not to get involved because he was managing the situation.

36. Mr. Lockett's further response by text messages to Ms. Igo later that evening provide an insight into his state of mind and subsequent behaviour.

37. At this stage I should make clear that any asterisks that appear in quotations in the remainder of this judgment are my sanitisation of the real text as it appeared. Mr. Lockett did not hold back in the originals.

38. Mr. Lockett's further text messages commenced with the following.

> "Hi.
>
> I understand your position…
>
> They have put me through hell and back today!
>
> Called my companies and threatened fines of £5000 so I've lost 4 companies but trust me it's going to cost them a lot more.
>
> I've had a barny with Paul Moran because I've told him his wife is getting told about the girls he shags in that office.

> I couldn't care less now! Andy is a lying f*****g wanker, he's took profit off me all of June and then f****d me over but I will sort him out don't worry.
>
> They have pushed me too far bullied me at work and now this trying to ruin my company…"

39. Pausing there, the reference to Mr. Lockett having had "a barny" with the third director of Minstrell, Mr. Paul Moran ("Mr. Moran"), was to a telephone call to Mr. Lockett by Mr. Moran who was at the time on holiday in Florida. In his evidence to me, Mr. Lockett repeated an allegation that he also subsequently made in an email of 29 July 2018 (see below). That allegation was to the effect that during this call on 4 July 2018, Mr. Moran threatened him with violence if he carried through with his threat to notify Mr. Moran's partner of his alleged sexual activities with other members of Minstrell's staff, and said that Mr. Lockett's name had been given to "serious people" in Moss Side who would do him harm. Mr. Moran admitted making a call to Mr. Lockett from his holiday, but denied making threats of violence as alleged.

40. Mr. Lockett's evidence is supported by the fact that he frequently referred to this conversation in further posts as having involved threats being made. However, in light of Mr. Lockett's propensity to exaggerate, to which I will return, I do not accept his account of precisely what was said. But neither do I accept Mr. Moran's denials. Mr. Moran struck me as a very robust individual, whose evidence in other respects was unreliable for reasons that I shall explain. Given the topic which had prompted the call, I think it is most unlikely that he decided to interrupt his holiday to telephone Mr. Lockett to have a polite discussion with him. I accept that it is likely that Mr. Moran made some serious threats of retribution by physical violence if Mr. Lockett followed through on his threat to reveal Mr. Moran's alleged infidelities to his partner.

41. Returning to the text messages between Mr. Lockett and Ms. Igo on 4 July, Mr. Lockett also sent Ms. Igo a screenshot of the messages that he had received from Mr. Pogmore that morning that had wished him the best in his business, and then added,

> "This is what Richard sent me this morning and then called all my companies ten minutes later.
>
> My solicitor will take this c**t to the cleaners.
>
> And that fat c**t Hagan will pay for it.
>
> Let that t**t Andy know I've got money and I'll get the best solicitor on this in the morning…
>
> If I hear another peep from that a***hole Richard again it will be World War 3."

42. Mr. Lockett followed that up the next day, 5 July 2018, with an email to those companies in which he asserted that employees who had been placed with those companies would be free to be taken onto the books of those companies after the expiry of their placement and that Minstrell could not charge release fees. The emails ended with a paragraph criticising Mr. Pogmore for having sent emails wishing Mr. Lockett

"all the best and that he will not bother my companies" whilst at the same time "calling and threatening them all with heavy fines". Mr. Lockett stated that he had been in touch with a solicitor about taking proceedings against Minstrell for breach of the agreement he had reached with Mr. Parish. Somewhat provocatively, Mr. Lockett copied those emails to Mr. Pogmore.

Solicitors are instructed

43. The effect of these events was to cause Minstrell to consult its solicitor, Steven Garry of Knights plc ("Mr. Garry"). Mr. Garry immediately wrote a long letter to Mr. Lockett on behalf of Minstrell on 5 July 2018, complaining of Mr. Lockett's activities, and in particular his communications with third parties and Ms. Igo. The letter demanded that Mr. Lockett cease and desist and demanded a series of undertakings as to his future conduct.

44. Mr. Lockett instructed Jim Lister at Berrymans Lace Mawer LLP, who responded in detail on 11 July 2018 setting out Mr. Lockett's case and rejecting Knights' arguments. Further correspondence ensued. In the course of that correspondence, on 17 July 2018 Mr. Lockett's solicitors told Knights that Mr. Lockett had no confidential information belonging to Minstrell.

45. On Sunday 29 July 2018 Mr. Garry emailed Mr. Lockett (with a copy to his solicitor) to object that Mr. Lockett had posted a number of comments on the LinkedIn professional networking platform that were said to be inappropriate and defamatory. The posts included referring to Mr. Pogmore as a "general scum bag" and stating that Minstrell were "a bunch of gangsters washing laundered money and bumping VAT and their days are numbered." Mr. Garry demanded that such posts cease and be taken down.

46. Mr. Garry also protested that Mr. Lockett had carried through on his threat and had contacted Mr. Moran's partner and disclosed allegations of an affair. Mr. Moran's partner had received a letter at her place of work informing her of Mr. Moran's alleged sexual activities with other members of Minstrell staff which had been signed "A concerned and disappointed Minstrell Employee".

47. Mr. Garry's email caused Mr. Lockett to respond (copied to his own solicitor) stating,

> "Your client [a reference to Mr. Parish] was arrested two years ago and his house and assets seized by HMRC for money laundering and it was proven.
>
> Since then your client has closed his umbrella company Crystal Clear Contracts and then reopened two days later in the name of Clarity All Trades Ltd, also putting these companies in other peoples' names and I have proof of all of this and it will be presented to the court.
>
> Only one reason for this and that's VAT fraud."

48. Later that day, Mr. Lockett followed that email up with another, again to Mr. Garry and copied to his own solicitor, which stated that the only resolution to end the conflict

would be if Minstrell agreed the original terms of his leaving "whereby it was agreed I could leave with my workers and my companies". Mr. Lockett complained that it was Minstrell that had "sought to bring conflict and hate to this situation" and that he had been threatened with violence. His email concluded,

> "Your client continues to cause me great stress and seeks to ruin my business hence my retaliation to leave feedback on public forums and so it's simple, leave me and my clients alone and we have no further contact. If he agrees these terms feedback will be removed the same day."

The Undertakings

49. Shortly thereafter, on 2 August 2018, and advised by his solicitor, Mr. Lockett agreed to sign undertakings requested by Minstrell ("the Undertakings"). The Undertakings included an undertaking that until 21 December 2018 Mr. Lockett would not solicit business from "Restricted Clients" as defined in the restrictive covenants in his employment contract with Minstrell; but that this undertaking would not apply to clients with which Minstrell had no prior relationship as at 5 June 2017 and where Mr. Lockett was responsible for bringing the client to Minstrell as a result of his dealings with the client prior to that date. The limitation on the duration of this undertaking was fixed by reference to the restrictive covenants in Mr. Lockett's contract of employment.

50. Importantly for present purposes, the Undertakings also included undertakings in relation to use of any confidential information belonging to Minstrell and to deliver up any paperwork and delete any electronic copies of paperwork belonging to Minstrell by 6 August 2018. Then, at paragraph 5, the Undertakings included the following,

> "That I will not make any disparaging comments about Minstrell or its directors and managers nor refer to Minstrell in detrimental terms to any third party save only to the extent that I may be required by law to provide any truthful information upon the legitimate request of a third party."

In contrast to the undertakings as regards non-solicitation of clients, this undertaking was not limited in time.

Court proceedings commence

51. Within a week, on 10 August 2018, Minstrell issued proceedings against Mr. Lockett and Lion, claiming that in spite of having signed the Undertakings, Mr. Lockett was openly advertising on the "CV Library" platform for roles with Minstrell's clients including the Alandale Group, BCS 2012 and Guardtech and that it believed that he was doing so using information belonging to Minstrell.

52. On 20 August 2018, Minstrell applied for interim injunctive relief in effect to enforce the terms of the Undertakings. At a hearing which was attended by counsel for Minstrell and by Mr. Lockett in person on 24 August 2018, HHJ Hodge QC granted an interim order which included a non-solicitation and non-dealing injunction and an injunction against the making of untrue disparaging comments.

53. HHJ Hodge QC's order also included the following paragraph 3a,

> "By 4 pm on Friday 7 September 2018, [Mr. Lockett and Lion] shall deliver up to [Minstrell's] solicitors any property in their possession belonging to [Minstrell] … If [Mr. Lockett and Lion] do not have any such property in their possession, [they] shall by 4 pm on Friday 7 September 2018 serve on [Minstrell's] solicitors a witness statement, verified by a statement of truth, confirming that such is the case."

54. A sealed copy of HHJ Hodge QC's order was served upon Mr. Lockett at his home address on 31 August 2018. Mr. Lockett was said to be "not in" by a lady who answered the door, and the process server thereupon left the sealed order together with a copy of an Amended Particulars of Claim in the letter box at the house.

55. There is no dispute that Mr. Lockett had delivered his laptop back to Minstrell shortly after his employment was terminated. However, Mr. Lockett did not thereafter deliver up any property to Minstrell's solicitor in response to HHJ Hodge QC's order. Nor did he provide a witness statement to the effect that he had no property belonging to Minstrell in his possession by 7 September 2018.

56. Minstrell's application for an injunction came back before HHJ Eyre QC in Manchester on 28 September 2018. The hearing was attended by Mr. Budworth for Minstrell, together with the directors of Minstrell: Mr. Lockett appeared in person. There was a dispute that I do not need to determine as to whether Mr. Pogmore was also in court.

57. After hearing argument during the course of the morning, HHJ Eyre QC gave a fully reasoned *ex tempore* judgment at 2.30 pm. He recited the facts as disclosed by the evidence and held that it was appropriate to grant an injunction preventing Mr. Lockett soliciting or dealing with Restricted Clients of Minstrell, but qualified by a relaxation in respect of the clients which Mr. Lockett had brought with him to Minstrell, as reflected in the Undertakings.

58. HHJ Eyre QC then turned to consider the provision which appeared in the Undertakings against making disparaging comments. HHJ Eyre QC considered the extent to which the injunction sought might restrain freedom of speech contrary to section 12(3) of the Human Rights Act. He then concluded,

> "…having taken account of those factors calling for reservation I am satisfied that the undertaking is in sufficiently clear terms for it to be established that the defendant was making an agreement with the claimant not to make disparaging comments, and that the defendant did so in order to gain a forbearance from proceedings.
>
> I am also satisfied from the evidence that the defendant has quite simply chosen to disregard that restriction. In those circumstances, the order will enjoin the defendant from making disparaging comments.

> However, to avoid any ambiguity and to limit the scope for argument about what is meant by disparaging, the order will be qualified so as to be confined to untrue remarks about the claimant. But I make it clear that it will be confined to remarks which are objectively untrue and that it will not be confined to remarks which the defendant mistakenly believes to be true. It follows if the first defendant chooses to make disparaging comments about the claimant and those remarks turn out to be untrue he will do so at the risk of contempt of court proceedings."
>
> (my emphasis)

59. After judgment, HHJ Eyre QC discussed the order to be made with Mr. Budworth and Mr. Lockett. As subsequently drawn up by the court, and so far as relevant to the allegations of contempt, the order contained a penal notice and was in the following terms,

> "IT IS ORDERED THAT
>
> INJUNCTION
>
> 1. Until 21 December 2018 or the conclusion of a trial whichever shall be the earlier, [Mr. Lockett and Lion] shall not, directly or indirectly solicit business from or conduct Restricted Business with any Restricted Client as defined at clause 1 of the Restrictive Covenant Agreement ("RCA") dated 19 May 2017.
>
> 2. Paragraph 1 shall not apply to –
>
> (a) Clients with whom [Minstrell] had no prior relationship as at 5 June 2017 AND
>
> (b) Where [Mr. Lockett] was directly responsible for the client subsequently becoming a client of [Minstrell] solely by reason of his dealings with that client prior to 5 June 2017.
>
> 3. Until the conclusion of a trial in this matter….[protection of Confidential Information belonging to Minstrell].
>
> 4. Until the conclusion of a trial in this matter [Mr. Lockett and Lion] shall not make or cause to be made any untrue disparaging comments about [Minstrell], its directors and managers, or refer to [Minstrell] in detrimental terms to any third party save only to the extent that [Mr. Lockett and Lion] may be required by law to provide any information upon the legitimate request of a third party.
>
> 5. By 4 pm on 13 October 2018 [Mr. Lockett] must file and serve an affidavit setting out in detail and exhibiting to it relevant documents on,

> (a) the steps taken by him … to comply with paragraph 3a of [HHJ Hodge QC's] Order dated 24 August 2018…,
>
> (b) the identity address and contact details of any person to whom [he and Lion] have provided any Confidential Information [belonging to Minstrell]…; and
>
> (c) any use [he and Lion] have made of any [such] Confidential Information…"

60. At the hearing there was no specific discussion about the duration of the various injunctions in the individual paragraphs in the order. There was, however, an exchange between the judge and Mr. Lockett about the requirements of paragraph 5. HHJ Eyre QC first checked that Mr. Lockett had a copy of the draft order proposed by Minstrell, after which the following exchange then took place,

> "HHJ Eyre QC: What the claimant is asking for is by a fortnight today you provide an affidavit, which is a sworn document, setting out and exhibiting documents about what you have done to comply with Judge Hodge's order, or a particular paragraph of it, and identifying those you have provided information to. Do you understand that?
>
> Mr. Lockett: Yes, Your Honour."

HHJ Eyre QC then gave an explanation to Mr. Lockett of the nature of an affidavit and the requirement that it be sworn.

61. HHJ Eyre QC also ordered Mr. Lockett and Lion to pay the costs of Minstrell of the application within 14 days. He summarily assessed the costs in the sum of £25,000.

The text messages between Mr. Pogmore (on Jenny Gregson's phone) and Mr. Lockett

62. Jenny Gregson was an employee of Minstrell and a friend of Mr. Lockett. She had accepted voluntary redundancy on 17 August 2018 and had been placed on garden leave. Ms. Gregson returned her company mobile phone to another member of staff, Becky Howley, on 17 August 2018. Ms. Gregson returned her company car to Minstrell during the morning of Friday 28 September 2018, when Ms. Igo also informed her by email that her outstanding commission payments would be made once payments were received from clients. Ms. Gregson started a new job with Ionic Recruitment at the end of September 2018. Mr. Pogmore was plainly aware of Ms. Gregson having left Minstrell and her new job at Ionic Recruitment, and he was copied to her email about commission payments.

63. Ms. Howley went on annual leave at the end of September 2018. Mr. Pogmore then took possession of Ms. Gregson's company mobile phone, and commencing at 12.37 pm on 29 September 2018, the day after the hearing before HHJ Eyre QC, Mr. Pogmore sent a text message to Mr. Lockett from Ms. Gregson's phone. The message stated,

> "Sorry just back from hols. Didn't pay me my commission this month, no surprise. Onwards and upwards for us all."

64. That entirely false and provocative message (referring to unpaid commission) prompted a conversation by text message with Mr. Lockett, who plainly thought he was communicating with Ms. Gregson. That conversation included the following,

> "Mr. Lockett: They lost their injunction against me in court yesterday.
>
> Mr. Pogmore: Nice one! Got a solicitor recommendation?"
>
> Mr. Lockett: Jim Lister.
>
> Mr. Pogmore: Thanks, will call him next week if it doesn't get sorted. Start with Ionic Recruitment on Monday. How is business for you?
>
> Mr. Lockett: I'm going ok. Just ticking over at the minuet [sic] but I only started on the 4th July so plenty of time to hopefully make it.
>
> I'm glad you got sorted and trust me you did the right thing.
>
> Minstrell are trading insolvent as we speak and have no money and I promise they will all be arrested and will get life time Director bans and probably prison.
>
> ….
>
> Mr. Pogmore: Am being paranoid. I just worked for them so can't come back on me.
>
> Mr. Lockett: Oh. No it won't. The cases they have open are companies that they have already bumped. The only investigations that will be done with Minstrell is the paying off of hiring managers.
>
> HMRC know that for 9 years Minstrell have done deals with hiring managers on sites and paid them cash in hand each month to keep Minstrell workers on site.
>
> So they charge a company £6.50 per hour to supply a worker and give the managers £3 of it back in cash.
>
> So big money if you times it by 10 workers alone it's £5000 per month cash for the Manager then times that by 12 months !!! Nearly £70 grand.
>
> HMRC are all over them as we speak. If you know anything I can help you and get you immunity.
>
> Mr. Pogmore: Immunity from who??
>
> Mr. Lockett: HMRC."

65. After Mr. Lockett gave details of an online money claim he had made against Minstrell in relation to alleged deductions from his pay, Mr. Pogmore sought to end the conversation by saying,

> "To be honest they've always been good with me and I've never known any wrong doing. Would prefer to stay out of it.
>
> … I also need to hand this phone back on Monday so best we leave it there."

66. When this contempt application was issued by Minstrell, those text messages from Mr. Lockett formed the first five allegations of contempt by breach of paragraph 4 of the order of HHJ Eyre QC. They were alleged by Minstrell to have been text messages between Mr. Lockett and Ms. Gregson and attention was drawn to the fact that they had been sent within 24 hours of the order being made.

67. Some time after the contempt proceedings had been issued on 7 February 2019, in May 2019 Mr. Lockett contacted Ms. Gregson and was told by her that she had surrendered her mobile phone to Minstrell in August 2018 and had not been responsible for the text messages sent to Mr. Lockett on 29 September 2018. Ms. Gregson also subsequently indicated in emails to Mr. Lockett that she had deleted the messages and a video of Mr. Lockett dancing naked in his garden to celebrate leaving Minstrell from her phone before leaving Minstrell. She said she was not sure how they had been recovered. Ms. Gregson indicated, however, that she did not want to get involved in the dispute and no direct evidence was adduced from her.

68. Mr. Lockett raised these matters in his evidence in answer, by an affidavit sworn on 14 June 2019. Mr. Pogmore then eventually sought to deal with the matter in an affidavit on 3 October 2019. In that affidavit, he stated that he had taken possession of Ms. Gregson's mobile phone whilst Ms. Howley was on annual leave at the end of September 2018. His written evidence was,

> "Whilst in possession of [Ms. Gregson's] work mobile, I noticed that [Mr. Lockett had sent numerous messages to [Ms. Gregson's] work mobile. These messages were sent in a series of messages on 4 July 2018 and on 23 September 2018 .."

69. Mr. Pogmore then set out a transcription of a series of messages which he alleged had been sent by Mr. Lockett on 4 July 2018 which made similar complaints about Mr. Parish having gone back on his agreement and Mr. Pogmore contacting companies that Mr. Lockett regarded as "his" clients. The later messages included the following,

> "You did the right thing getting out when you did.
>
> Sit back now and watch what happens because they are all going to prison and this f*****g joke will be close[d] down.
>
> Pretend business men who couldn't run f**k all."

70. Mr. Pogmore's affidavit then acknowledged that he had sent the messages to Mr. Lockett on 29 September 2018 and continued,

> "At no point during the messages exchange did I state that I was [Ms. Gregson]. I appreciate that [Mr. Lockett] was not aware that it was myself who had sent the messages from [Ms. Gregson's] work mobile. In hindsight, I should not have engaged with [Mr. Lockett] on this basis and I accept that doing so was inappropriate. I sent the messages on my own accord and without the involvement and knowledge of anyone else.
>
> I was not aware at the time that these messages were transmitted that [Minstrell] had been successful in obtaining interim injunctive relief against [Mr. Lockett] the day before on 28 September 2018 (Injunction Order). The messages which I sent on 29 September 2018 were therefore in no way related and/or as a consequence to the Injunction Order being made. I have had very little involvement in the conduct of these proceedings on behalf of [Minstrell]. This has primarily been dealt with by the directors of [Minstrell].
>
> The suggestion that I deliberately got in contact with [Mr. Lockett] following the Injunction Order being made in order to incite him to breach the Injunction Order is completely denied and in no way correlates to the actual messages which were exchanged on 29 September 2018. I did not prompt [Mr. Lockett] to provide the responses that he transmitted on this day. [Mr. Lockett] wilfully did so on his own accord, as he did previously with the messages which were sent before 29 September 2018 and without my involvement."

71. Mr. Pogmore was cross-examined about his actions and this account of events. He first denied that he had been at the hearing before HHJ Eyre QC on 28 September 2018 or that he was aware that the directors of Minstrell were going to court that day. Mr. Pogmore said that he had not been involved at this stage. He also specifically denied that he was aware that an injunction had been granted against Mr. Lockett preventing him from making untrue disparaging comments to third parties about Minstrell or its directors.

72. Mr. Pogmore was then asked about his use of Ms. Gregson's mobile phone. He denied that in sending the text messages from her phone he was deliberately impersonating or had set out to create the impression that it was Ms. Gregson who was sending the messages. He was, however, prepared to accept, albeit reluctantly, that he could see how Mr. Lockett might have thought it was Ms. Gregson who was sending the messages, and he accepted that it was "totally inappropriate" and "bad judgment" for him to have done so.

73. It was then put to Mr. Pogmore that he had given the messages to the directors of Minstrell for them to use in the litigation against Mr. Lockett. Mr. Pogmore denied that and said that he was having regular dealings with clients who were being contacted by Mr. Lockett, that he was under instruction to send anything relating to Mr. Lockett directly to Knights, and that he had sent copies of the messages to the solicitors by email as part of that stream of communications.

74. Mr. Pogmore stated that he had not told anyone that the text messages had in fact been sent by himself and not Ms. Gregson. He said that when he sent them to the solicitors, his main concern was the earlier messages which he had seen on Ms. Gregson's phone that had been sent to her by Mr. Lockett (on 4 July 2018 and 23 September 2018) because they were "aggressive".

75. Under further cross-examination, Mr. Pogmore reiterated that he did not submit the messages to the solicitors with any intention that they should be used against Mr. Lockett in the court proceedings. He said that he had not realised that they had been used in the proceedings, and that when he found out that they had been used, he "highlighted" what he had done. It was put to him that he had only spoken up when Mr. Lockett raised the point, and that if Mr. Lockett had said nothing, he would have kept quiet. Mr. Pogmore denied that and said that if he had seen the evidence filed against Mr. Lockett he would have said something earlier.

76. In re-examination Mr. Pogmore repeated that when sending screenshots of the messages exchanged with Mr. Lockett on 29 September 2018 to Minstrell's solicitors, he was primarily interested in the earlier messages which had been set out in his affidavit. He further sought to justify what he had done because Mr. Lockett had fabricated accusations about him and the other individuals involved in Minstrell's business, and that because of Mr. Lockett's campaign, he felt that he and his staff were under stress and had lost business. He explained that he felt that he was refuting false accusations on a daily basis and had been concerned for the security of his staff, many of whom were female and lived near Mr. Lockett. He blamed the stress he had been under and apologised for what he termed "a bad error of judgment".

77. After Mr. Pogmore finished his evidence, I asked Mr. Budworth whether his client could produce the email by which Mr. Pogmore said he had sent the screenshots of the messages that he had exchanged with Mr. Lockett to Knights. That email was then produced overnight. The email had been sent by Mr. Pogmore to Mr. Garry at Knights and had been copied to the directors of Minstrell at 9.49 a.m. on 1 October 2018 – i.e. the Monday morning after the messages had been exchanged on Saturday 29 September 2018. Mr. Pogmore's email stated,

> "Hi Steven,
>
> Please find attached text message transcripts from Jennie Gregson's phone and John Lockett, exchanged on Saturday.
>
> We apparently lost the injunction case on Friday and [he] has made further wild false claims against Minstrell."

78. From this email it was readily apparent that although Mr. Pogmore attached screenshots of the messages exchanged on 29 September 2018, he did not attach any screenshots of the earlier messages sent by Mr. Lockett to Ms. Gregson on 4 July and 23 September 2018. Those were the earlier messages to which Mr. Pogmore had referred to in his affidavit of 3 October 2019 and which he had told me, when seeking to justify impersonating Ms. Gregson, were the messages that had caused him most concern.

79. I therefore asked for Mr. Pogmore to be recalled and, after warning him of the consequences of perjury and of his privilege against self-incrimination, asked him why,

if he was concerned about those earlier messages, he had not sent those to Mr. Garry as well as those which he had exchanged on 29 September 2018. Mr. Pogmore was unable to offer any explanation beyond saying that he must have omitted to send the earlier messages in error.

80. Mr. Pogmore then said that he sent the earlier text messages to Knights at some other time which he could not recall. Given this evidence, I asked at the hearing for an explanation from Minstrell of when and how the earlier messages were sent to Knights so as to be able to be transcribed into in Mr. Pogmore's affidavit of 3 October 2019. I have not been given any such explanation.

81. In that regard, I consider that it is also significant that when the contempt application was launched by Minstrell, as well as the schedule of alleged contempts attached to the application which commenced with the messages sent on 29 September 2018, Mr. Garry also produced and exhibited as an exhibit to his affidavit a table which was described as "a detailed chronology of events surrounding the various acts of contempt". That table started with the text messages sent by Mr. Lockett to Ms. Igo on 4 July 2018 to which I have referred in paragraph 41 above and included all of the other communications and posts to which I have referred in paragraph 45 above, together with a number of other comparatively innocuous matters dating from around 23 September 2018 connected with Mr. Lockett having filed a "defence" at court. There was, however, no reference whatever in Mr. Garry's table, or in any other evidence, to the messages sent on 4 July 2018 or 23 September 2018 which Mr. Pogmore later claimed to have seen on Ms. Gregson's phone on 29 September 2018, and which he told me in evidence were his main concern when sending the subsequent messages to Knights. The inference that I draw is that such messages were not available to Knights when that table was compiled.

82. When he was cross-examined further by Mr. Gilmour in light of his email of 1 October 2018, Mr. Pogmore accepted (contrary to his denials the previous day) that he knew that the information that he had sent to Mr. Garry would be likely to be used in the court proceedings. When pressed on this point he also accepted that since he had not pointed out to Mr. Garry that it was he who had sent the messages from Ms. Gregson's phone, there was a risk that Mr. Garry would think that what he had been sent was a genuine exchange between Mr. Lockett and Ms. Gregson.

83. I am entirely convinced that Mr. Pogmore's evidence to me about his actions on 29 September 2018 was untrue and a deliberate fabrication.

84. I consider that, contrary to his protestations, it is perfectly obvious that Mr. Pogmore used Ms. Gregson's phone deliberately to create the impression that it was she who was texting Mr. Lockett. He never offered any other explanation for having gone out of his way to use Ms. Gregson's phone to message Mr. Lockett. Moreover, as indicated above, in addition to referring to unpaid commission, one of the earliest messages in the exchange that Mr. Pogmore sent said, "Start with Ionic Recruitment on Monday." That was obviously designed specifically to create the impression that it had been sent by Ms. Gregson who was about to start work with Ionic Recruitment after leaving Minstrell.

85. In my judgment, the use of Ms. Gregson's phone and that message are only explicable on the basis that Mr. Pogmore wanted Mr. Lockett to think that it was Ms. Gregson

who was texting him. Indeed, in Mr. Budworth's skeleton argument for the hearing, he stated that Minstrell,

> "…readily accepts that the trigger message [sent by Mr. Pogmore] was provocative and deceptive in its content because it appears to have been designed to lead Mr. Lockett to believe that he was still corresponding with Ms. Gregson."

86. Contrary to the impression which he sought to convey in much of his evidence, I also find that Mr. Pogmore was far from disinterested in or unaware of the detail of the injunction proceedings against Mr. Lockett. It should be recalled that Mr. Pogmore had provided the main witness statement which was relied upon by Minstrell to obtain injunctive relief, he had been the office manager centrally involved in events with the disputed clients in early July, and he remained the manager with overall responsibility for dealings with those clients. Mr. Pogmore had also been the target of some personal abuse in Mr. Lockett's communications. The suggestion by Mr. Pogmore that he would not have been keenly interested to follow the proceedings is fanciful. I find that Mr. Pogmore was closely interested in the progress of the case against Mr. Lockett and was determined to do what he could to provide evidence to his employer to use against Mr. Lockett.

87. As I have indicated, there was a dispute which I do not need to decide about whether or not Mr. Pogmore actually attended the hearing at court on 28 September 2018. Whether or not he did, for the reasons that follow, it is quite clear to me that, contrary to his oral evidence, Mr. Pogmore was well aware of the result of the hearing, of the injunction that had been granted, and of the serious consequences of breach of the injunction that had been outlined to Mr. Lockett by HHJ Eyre QC.

88. Firrst, it was, in my judgment, no coincidence whatever that Mr. Pogmore's actions in impersonating Ms. Gregson took place the very next morning following the grant of the injunction. Mr. Pogmore never explained his motivation for doing so that very morning, and his enthusiasm in sending the product of his activities to Mr. Garry early on the Monday morning speaks volumes.

89. Second, it is also readily apparent from the text of Mr. Pogmore's email to Mr. Garry that Mr. Pogmore was well aware of the result of the application the previous day. When Mr. Pogmore stated in his email "We apparently lost the injunction case on Friday", he was plainly not informing Mr. Garry of the result of the hearing that Mr. Garry had attended. Nor was he asking Mr. Garry or expressing any concern that Minstrell might have lost its injunction. Instead, it is clear that Mr. Pogmore was commenting, ironically, on Mr. Lockett's untrue statement to that effect – just as he then also sought to draw Mr. Garry's attention to the "further wild false claims" that Mr. Lockett had made.

90. Thirdly, and perhaps most significantly, in spite of Mr. Pogmore's evidence that he had seen the earlier messages sent by Mr. Lockett to Ms. Gregson on 4 July and 23 September 2018 on Ms. Gregson's phone, and that he was motivated by concern over them, Mr. Pogmore did not send screenshots of those messages to Mr. Garry on 1 October 2018. I completely reject Mr. Pogmore's evidence, which was wholly unconvincing, that he had simply omitted those messages in error.

91. As I see it, there are only two plausible explanations for Mr. Pogmore's failure to send the earlier messages to Mr. Garry on 1 October 2018. The first is that if, contrary to Ms. Gregson's account, those messages were still visible on Ms. Gregson's phone, Mr. Pogmore was not interested in them and did not send them to Mr. Garry because they had been sent before the injunction granted by HHJ Eyre QC.

92. The second explanation is that Mr. Pogmore did not send the earlier messages to Mr. Garry because, consistently with Ms. Gregson's account, they were simply not visible on the phone at all. In that scenario, it was only after Mr. Lockett raised the point in his evidence in June 2019 that the messages were retrieved from the company's icloud storage and sent to Knights in an untruthful attempt to justify Mr. Pogmore's deliberate attempt to entrap Mr. Lockett using Ms. Gregson's phone That would also be consistent with the fact that those earlier text messages did not appear in the chronological table of messages produced by Mr. Garry and exhibited to his witness statement at the start of the committal proceedings – which as I have indicated above, carries the inference that they were not available to Mr. Garry at the time.

93. I do not think that I need to resolve which of the two explanations is more likely. Neither provides the slightest justification for what Mr. Pogmore did, which was in my judgment deliberately to deceive Mr. Lockett into believing that he was messaging an ex-colleague and thereby to give him the opportunity to act in a way that Mr. Pogmore could present to Minstrell's lawyers as a breach of HHJ Eyre QC's injunction. That was plainly dishonest, and led directly to the first ground of contempt alleged by Minstrell in this application, namely that,

> "Within 24 hours of the Order being made, advised a former employee of [Minstrell], Jenny Gregson, that "they lost their injunction against me in court yesterday"

which Minstrell alleged to be a contempt because,

> "[Mr. Lockett] can have held no (or no reasonable) belief that [Minstrell] had "lost their injunction" at the hearing on 28 September 2018."

94. Before leaving this misconduct by Mr. Pogmore, I should also note the reaction of the directors of Minstrell to it.

95. Each of the three directors gave evidence and was cross-examined before Mr. Pogmore gave evidence. They were each asked about when they found out about Mr. Pogmore's misuse of Ms. Gregson's mobile phone and their reaction to it. Each of the directors denied that they had any contemporaneous knowledge of Mr. Pogmore's actions, but to a man they were evasive and remarkably vague about precisely when or how they were informed of what had happened. I found that collective loss of memory of what would, on their version of events, have been the striking discovery that the first five grounds of Minstrell's committal application had been based upon a false representation by Mr. Pogmore, deeply unconvincing. I do not think that the directors were remotely candid in their evidence to me in this regard.

96. As I have indicated, after the directors had given their evidence, Minstrell was required to produce Mr. Pogmore's email to Mr. Garry of 1 October 2018. That email was

copied to each of the directors. Minstrell also produced, when requested, a response by email from Mr. Moran, copied to the two other directors and Mr. Garry, which stated, "Will this guy not learn…it's beyond a joke."

97. I asked Mr. Gilmour whether he wished to recall the directors for further cross-examination in light of that email. He declined. I found that surprising given that, for example, Mr. Moran accepted that he had known that Ms. Gregson had left the company in August and had returned her company car the day before the messages were sent from her phone to Mr. Lockett. The consequence is that it was not put to the directors that they must have appreciated when they saw Mr. Pogmore's email of 1 October 2018 that it could not have been Ms. Gregson who had sent the messages to Mr. Lockett. Nor were they asked whether they were even remotely curious about how those messages had come to Mr. Pogmore's attention so quickly. In the circumstances, I do not think that it would be appropriate for me to make findings on those specific matters.

98. What was, however, put to each of the directors is that they condoned Mr. Pogmore's actions after the event. In answer, each of the directors refused to condemn Mr. Pogmore's actions and indeed sought to justify them.

99. Mr. Moran, for example, was asked whether he was embarrassed about what Mr. Pogmore had done. Mr. Moran told me that he did not look at it that way: he said that he had staff who were concerned about Mr. Lockett and he thought that Mr. Pogmore had acted "on the spur of the moment". Mr. Moran then said - bizarrely - that he did not think that Mr. Pogmore had pretended to be Ms. Gregson, but that he had just responded to a "sustained attack" by Mr. Lockett. When asked whether he had read the text messages before forming that view, Mr. Moran said that he had not. I thought at the time – even before production of Mr. Moran's email reply to Mr. Pogmore on 1 October 2018 - that these were manifestly untruthful answers.

100. Likewise, Mr. Hagan was asked whether he thought it was appalling that Mr. Pogmore should have fabricated evidence and presented it as the truth. His response was not to agree but to answer that at the time all Minstrell's employees were under attack from Mr. Lockett.

101. Mr. Parish also gave evidence suggesting that Mr. Pogmore had telephoned him and Mr. Hagan to confess what he had done and that he (Mr. Parish) told Mr. Pogmore to go to speak to Knights. When asked why he had not sacked Mr. Pogmore for fabricating evidence, Mr. Parish's response was he believed that Mr. Pogmore was fighting for the company, that he had reacted to what Mr. Lockett was doing, and that he was doing what he thought was right. Mr. Parish added that Minstrell had stuck to the rules and acted in accordance with advice from Knights.

102. It is, as Mr. Gilmour observed, also revealing that Minstrell has taken no disciplinary action against Mr. Pogmore or otherwise expressed any disapproval of his actions.

103. Since Minstrell does not proceed with the allegations of contempt relating to the messages which he sent on 29 September 2018, I do not need to resolve the issue of Mr. Lockett's understanding on 29 September 2018 of the injunctions which had been granted the previous day.

104. The following Monday, 1 October 2018, Mr. Lockett sent an email to the Manchester Court Office which included the following,

> "Could I please ask the court to send me the judge's ruling on my case … and a list of what he needs me to do so that I don't make any more blunders.
>
> I am confused to what was ruled? I understand that he has punished me for breaching the undertaking and has awarded that I pay towards costs but I am unsure on his ruling on the application for the injunction that Minstrell sought….
>
> I have just received an email from Mr. Garry of Knights telling me that an injunction was awarded by the judge and I didn't understand this on the day. Can the court please clarify what was ruled as I do not want to be in trouble with the judge…
>
> I also apologise to the court for my ignorance in not understanding these proceedings. I have been through a traumatic experience with all of this and am currently on medication from my GP. I have struggled to say the least with preparing documents to the court in the correct format and also understanding the Judge's orders. I have no money to get legal advice and so I am trying and have tried the best I could in dealing with all of this."

105. Thereafter, a sealed copy of HHJ Eyre QC's order was sent by Knights to Mr. Lockett by email on 10 October 2018 after it had been received from the Court. A hard copy was also served by a process server who left it in the letter box at Mr. Lockett's house at 1.35 pm on 13 October 2018 when no-one answered the door.

106. Allegation of contempt numbered 6 was blank, and allegations numbered 7-9 related to communications from Mr. Lockett in October 2018 to Mr. Garry and a client of a business controlled by Mr. Hagan. These were not proceeded with or addressed in submission at the hearing following Mr. Lockett's acceptance that he had committed the breaches of the order identified as contempts numbered 10-64. I will therefore dismiss allegations numbered 6-9.

The untrue disparaging posts and comments in January 2019

107. Allegations of contempt numbered 10-64 (inclusive) relate to a series of posts by Mr. Lockett on social media commencing on 2 January 2019. They are accepted by Mr. Lockett to have been a breach of paragraph 4 of the order of HHJ Eyre QC and therefore a contempt of court.

108. Prior to those posts, on 12 November 2018 Minstrell served a statutory demand on Mr. Lockett based upon non-payment of the costs order made against him by HHJ Eyre QC on 28 September 2018. On 10 December 2018, Mr. Lockett sought to appeal HHJ Eyre QC's order. That application was unsuccessful, but what it does show is that even if, immediately after the hearing, Mr. Lockett was in some doubt about what had been ordered, Mr. Lockett had subsequently paid some attention to HHJ Eyre QC's order.

109. The event that then appears to have triggered Mr. Lockett's campaign on social media was the presentation of a bankruptcy petition against him by Minstrell, and its service on him on 2 January 2019.

110. I do not need to set out *in extenso* all of Mr. Lockett's offending posts and messages. A selection will suffice to indicate their nature.

111. The first message was sent privately on Facebook on 2 January 2019 to Mr. Moran's partner, Chloe Britton, and read,

> "I was accused in July last year of sending a letter to you at your Salon. The fact is that I never sent it but have read it and everything in that letter was true. Your Scumbag boyfriend and his partners paid a lot of money to silence me with a high court order but that expired on the 22 December. He has ruined my small business and tried to ruin me financially but will fail.
>
> HMRC are all over him and his business partners and they are being prosecuted for multi million pound frauds. They also know about businesses he's attached you to and he will get what's coming to him. He's nothing but a little rat faced weasel who's [sic] days are over. He had sex with all the young girls in the Manchester office. Half of them left before Christmas because they didn't want to be part of these scumbags any longer."

112. The complaints made by Minstrell include that Mr. Lockett alleged that Minstrell had "paid a lot of money to silence me with a high court order", suggesting that he had in some way been prevented from speaking improperly, when he had in fact voluntarily given the Undertakings and had not complied with them. Minstrell also denies the suggestion that Mr. Moran "attached" Ms. Britton to other businesses or that Minstrell or any of its directors were being prosecuted for any fraud.

113. I accept (as does Mr. Lockett) that these statements were untrue and that they were disparaging of Minstrell. They plainly amount to a breach of HHJ Eyre QC's order and a contempt of court. The general tenor of the message is also of a piece with Mr. Lockett's earlier threats to tell Ms. Britton of Mr. Moran's sexual activities in the office, and I simply do not accept Mr. Lockett's rather extraordinary statement that he had read the earlier letter but not sent it.

114. I also note Mr. Lockett's assertion that the court order by which he had been "silenced" – which can only be a reference to the injunction in paragraph 4 of HHJ Eyre QC's order – had expired on 22 December 2018. That assertion is now accepted to be inaccurate, because in contrast to paragraphs 1 and 2 of the order that expressly expired on 21 December 2018, the opening words of paragraphs 3 and 4 of HHJ Eyre QC's order expressly stated that the injunction therein was to remain in force "until the conclusion of a trial in this matter". Mr. Lockett's statement to the contrary does, however, provide some evidence to support Mr. Lockett's case that, albeit erroneously, he was at that stage labouring under a genuine misapprehension that the injunction against making disparaging comments had expired.

115. The second message upon which Minstrell relies was posted by Mr. Lockett on his profile on LinkedIn on 2 January 2019, and prompted a series of further exchanges with other users of that service in which Mr. Lockett made further untrue disparaging remarks about Minstrell that are also relied upon as separate grounds of contempt. The original post was as follows,

> "TIME TO NAME AND SHAME
>
> I write this post to warn any legitimate business user on here to avoid any dealings with Minstrell Recruitment Ltd or their payroll company Clarity All Trades Ltd. I worked for Minstrell for just over a year but in April 2018 I was taken into a meeting room by their head of HR and Training Lesley Igo and she told me about Andrew Parish and the other directors involvement in serious criminality. Lesley resigned in October and left the company. She told me that they were being prosecuted by HMRC for multi million pound Tax, VAT and PAYE fraud. Information regarding this is in the public domain and can be found on the Gazette online. Search Pavillion Management Services Ltd and read the updates from PSM who are prosecuting them on behalf of HMRC. They stole over £3 million from this company and have now been linked to 26 other fraudulent insolvencies. On the 19th of October 2018 owner and director Andrew Parish was given until 5 pm that day to pay back £600k to HMRC for just one of the many prosecutions he is facing and his house was to be repossessed at a pre adjourned court hearing on the 1st November and he would be made bankrupt. He raised the funds by selling his care home Full Circle Care Ltd and this can be seen on Companies House. TBC."

116. This was then followed by a further post,

> "TIME TO NAME & SHAME CONTINUED
>
> Minstrell Recruitment owner and director Andrew Parish used Lesley Igo to "Front" his payroll company Crystal Clear Contracts Ltd and paid her cash in hand payment to do so. He had previously used Kevin Bradley who is a postman to front its previous name Crystal Clear Contract Services Ltd. Parish claimed insolvency on both companies steeling [sic] hundreds of thousands in Tax, VAT & PAYE but the company never ceased to trade and was just put into different names and addresses but again the main creditors are HMRC and this is now discovered. Anyone reading this can see the information on Companies House regarding this. These are career criminals who pose as legitimate business people but the truth is they were just good at steeling [sic] money from the tax payer. They had five branches at the beginning of 2017 but now are barely hanging on to two and well over 60 staff have left their employment. They are toxic and I have been informed that they will be prosecuted very soon

> and I look forward to the day that these criminals are remove from the recruitment industry."

117. Minstrell contends that these allegations are inaccurate and disparaging, because they suggest that Minstrell and its directors are engaged in criminal activities for which they either are being or are shortly to be prosecuted. Minstrell accepts that there have been what it described in the schedule to its application as a "civil dispute" involving Mr. Parish and "legitimate insolvency processes", but contends that the repeated references to criminality and prosecutions are untrue and designed to cause damage and harm to its reputation and financial standing in the recruitment industry.

118. I accept, and Mr. Lockett now concedes, that it was untrue that Minstrell and its directors had faced, still less been convicted of criminal offences, or that they were facing or were about to face criminal prosecutions in relation to their business activities. Such posts were therefore plainly a breach of paragraph 4 of HHJ Eyre QC's order of 28 September 2018.

The business history of Minstrell and its directors

119. Mr. Gilmour cross-examined Mr. Parish extensively over his business record, the failed companies with which he had been associated and the civil proceedings to which he had been subject. In closing, Mr. Gilmour submitted that although there was no evidence of criminality on the part of Minstrell and its directors, "there is certainly the appearance of sharp practice". Mr. Gilmour did not directly seek to suggest that this justified Mr. Lockett's breaches of the order. However, he contended that "This provides the context and motivation for the campaign of harassment that was directed at Mr. Lockett." I should therefore deal briefly with the underlying factual matters addressed by Mr. Lockett in these posts.

120. The evidence disclosed that there have been three payroll companies connected with Minstrell's directors which, in quick succession, have operated from the same premises, using the same staff and have each conducted significant trading with Minstrell over the last few years. Two of those companies are now in insolvent liquidation.

121. Crystal Clear Contract Services Limited ("Services") was a company controlled by Mr. Parish and Mr. Moran which invoiced Minstrell £11.2 million for payroll services in the year ending 31 August 2017. It went into insolvent liquidation in June 2017 with a deficiency as regards unsecured creditors according to the statement of affairs of £457,000, of which £250,000 was said to be due to Minstrell and £220,000 was said to be due to HMRC. According to the liquidator's most recent report to creditors in June 2020, a number of further substantial claims have been made by persons claiming to be creditors in the liquidation.

122. The liquidator's most recent report for Services also gives details of a settlement agreement entered into with a person described in the report as "the director" to repay £100,000 at the rate of £5,000 per month towards an overdrawn director's loan account which stood in the sum of £304,751. When questioned in cross-examination, Mr. Parish first accepted that this was his loan account and he was making the stated repayments. He did not offer an explanation as to why he had not offered to repay the full amount which he owed to the company, and appeared thus to have benefitted to the tune of over £200,000. The next morning, however, Mr. Parish suggested that the

£304,751 represented a loan to Mr. Bradley, who was the *de jure* director of the company, which he, Mr. Parish, had agreed to repay because Mr. Bradley had a serious illness.

123. I do not accept that latter explanation, for which there was no support in the documents and which struck me as entirely implausible. Moreover, the liquidator's 2020 report indicates that it has to be read with the liquidator's report from 2019: that 2019 report makes it clear that the loan of £304,751 was to Mr. Parish, in line with Mr. Parish's original evidence.

124. Crystal Clear Contracts Limited ("CCCL") was a company controlled by Mr. Parish which was incorporated in 2017 and to which Ms. Igo was appointed sole director in place of Mr. Bradley (the same person who was also the director of Services) in May 2017. According to Minstrell's latest accounts , CCCL invoiced Minstrell £3.2 million in the year to 31 August 2017 and invoiced a further £10.3 million in the period ending 27 February 2019. CCCL went into insolvent liquidation in July 2018, apparently owing Minstrell over £467,000.

125. Clarity All Trades ("Clarity") is a company which was previously known as Minstrell Recruitment (All Trades) Limited and which was controlled by Mr. Hagan and was dormant until the end of 2017. In June 2018 the majority of shares in the company were acquired from Mr. Hagan by Mr. Parish's brother, Jonathan Parish. According to Minstrell's latest accounts, in the period from 1 September 2017 to 27 February 2019, Clarity invoiced Minstrell over £8 million for payroll services.

126. Mr. Parish also accepted in his evidence that he has been associated with a significant number of other companies which have gone into insolvency proceedings or been dissolved. These included a number of companies which operated under the "Pavillion" name. These included Pavillion Management Services Limited to which Mr. Lockett referred in his first post on LinkedIn on 2 January 2019, and Pavillion Education Limited. The Pavillion companies appear to have been owned and controlled by a Jersey-based businessman called Paul Bell who also owned and controlled a group of companies which included EV Construction & Management Limited and MG Engineering & Consultancy Limited.

127. In his evidence, Mr. Parish first suggested that he had done consultancy work for Mr. Bell for several years and had been "given" £700,000 by Mr. Bell as a result to buy his house in Knutsford. Mr. Parish initially also sought to suggest, implausibly, that because the money had gone to his solicitors dealing with the purchase, rather than to himself, he had not received any benefit from the money. He also stated that he had not settled court proceedings concerning those companies but had "chosen" to hand the money back when the liquidator of one of Mr. Bell's companies had threatened to take possession of his home.

128. Mr. Parish was then asked about information that Mr. Lockett had received from that liquidator of Mr. Bell's companies, Mr. Algie of RSM, in an email on 19 October 2018 to the effect that Mr. Parish had to pay Mr. Algie £600,000 that day to avoid his house being repossessed at a hearing that was due to take place on 1 November 2018. The money was paid, and Mr. Algie had told Mr. Lockett that it had come from sale of Mr. Parish's company Full Circle Care Limited.

129. Mr. Parish was taken back to this matter in re-examination. Mr. Parish was, in my judgment, deliberately vague and evasive in his answers. What eventually emerged was that Mr. Parish had indeed benefitted from a substantial payment from one or more of Mr. Bell's companies prior to their insolvency, which Mr. Parish sought to justify to me on the basis that it was not a gift but a consultancy fee for supply of a database of potential clients. Mr. Parish accepted, however, that he had been sued for repayment of the money by Mr. Algie as liquidator, and after the matter had gone to trial, Mr. Parish had agreed to repay a sum which, together with interest and costs, he said was about £700,000.

130. From this history, I take that Mr. Lockett's posts on LinkedIn had some limited underlying basis in fact. Mr. Parish is a businessman who has left a trail of insolvent and dissolved companies in his wake. In particular the two payroll companies have been liquidated leaving significant monies owing to HMRC and other creditors, and have been followed by what appears to be a phoenix company which has simply inherited the same substantial trade with Minstrell. Mr. Parish has also been involved as a defendant in substantial litigation by the liquidators of Mr. Bell's companies which resulted in him being forced to repay significant sums of money to that liquidator.

131. That chequered business history of Mr. Parish and the fact that there appear to have been two phoenix companies with which he has been associated which have traded with Minstrell does not, however, excuse Mr. Lockett's breaches of the order of HHJ Eyre QC. What in essence I find is that Mr. Lockett falsely exaggerated and misstated the basic facts by referring to Mr. Parish and the other directors as "criminals", to the unpaid debts owing to HMRC as "theft/stealing", and to the insolvencies, investigations and civil litigation in which Mr. Parish has been involved as "prosecutions".

Further breaches of the order

132. After these posts had been made, Mr. Lockett made some further, similar, but shorter comments in response to other persons who posted remarks on LinkedIn, seeking to reinforce what he had previously posted. In one of those posts, Mr. Lockett commented,

> "They took out a court injunction on me and spent over £50k doing so to silence me but that expired on the 23rd of December. I've had death threats from them and have an emergency link to the Police on my home."

In his evidence, Mr. Lockett was never clear what "death threats" he was referring to in this post on 2 January 2019 and there was no evidence of an emergency link to the police having been installed at Mr. Lockett's home. I do not find it established that any such death threats had been made up to that point in time.

133. Following these postings, Mr. Garry of Knights sent a short text message to Mr. Lockett on 3 January 2019 as follows,

> "This is Knights plc.

> We will be writing to you today in respect of messages and publications placed on the LinkedIn platform regarding [Minstrell].
>
> To be clear, you remain subject to an injunction prohibiting you from making derogatory statements and referring to Minstrell, its directors, employees and officers in detrimental terms. This did not expire on 22 December as you appear to believe.
>
> The posts you have made are highly defamatory and untrue and must be deleted without delay.
>
> If you do not remove them immediately, our client will have little alternative other than to apply to have you committed to prison for contempt of court.
>
> We urge you to seek urgent independent legal advice."
>
> (my emphasis)

134. That message was followed by an emailed letter from Mr. Garry at Knights also dated 3 January 2019 which complained about the posts that had been made and clearly set out paragraph 4 of HHJ Eyre QC's order and explained, in bold and underlined type on the first page, that the injunction was not limited in time and that breaches of the order could result in Mr. Lockett being found guilty of contempt of court and sent to prison or fined. The letter went on to explain that point by contrasting the terms of paragraphs 1 and 2 of the order (which had expired) with paragraph 4 (which had not).

135. Notwithstanding these clear warnings as to his future conduct and that the injunction granted by HHJ Eyre QC was still in force, Mr. Lockett continued to make further postings on LinkedIn which were a breach of the order. In particular, on 4 January 2019 and in response to a post on behalf of Minstrell, Mr. Lockett replied,

> "I was out of the injunction on the 22nd of December and all comments I have made are proven and factual. It's about time you are exposed for the criminals that you are. If any clients would like to contact me please feel free to do so and I can give you a lot more information."

136. These further posts prompted Mr. Garry to send another text message to Mr. Lockett at about 2.38 pm on Saturday 5 January 2019. That message said,

> "You continue to post comments on LinkedIn regarding Minstrell which are in breach of the injunction in force against you. I urge you to read the order, as it did not expire in December.
>
> You must immediately remove the posts and comments from LinkedIn and not make any further comments.
>
> Contempt of court is a criminal offence and your comments amount to a contempt of court. Your actions are building a case

> which is likely to see you convicted of criminal offences which potentially carry a custodial prison sentence, I trust that this is something you wish to avoid. Ignoring these requests and correspondence sent to you does nothing to assist your position.
>
> It is imperative that you remove the comments and posts immediately."

137. This explicit warning from Mr. Garry prompted the following three posts by Mr. Lockett on LinkedIn,

> "I've had a text from Minstrell Recruitment's solicitors Knights plc texting me on a Saturday evening with threats of imprisonment if I don't remove my posts. Must have them worried now that the truth is finally in the public domain. I'll take my chances thanks."
>
> "This is the threat I've received from their solicitors who know they represent criminals. You're nothing to me and what will be will be. Wonder how long my prison sentence will be."
>
> "Whooo better shit my pants and delete my posts. Don't think so."

138. Later that evening, at 10.15 pm, Mr. Lockett responded directly to Mr. Garry in a text message which stated,

> "You tell your criminal client to stop the bankruptcy action and I'll remove my posts.
>
> If not they stay and I'll not stop until everybody knows who and what they are."

Mr. Lockett's explanation for his actions

139. It is, I think, appropriate to pause at this point and consider Mr. Lockett's explanation for his actions and his state of mind at this stage.

140. In his closing submissions, Mr. Gilmour accepted on behalf of Mr. Lockett that paragraph 4 of HHJ Eyre's order did not expire on 21 December 2018. However, he contended that Mr. Lockett genuinely believed that it had. This was also Mr. Lockett's repeated refrain throughout his evidence.

141. Thus, in giving evidence in chief to supplement his "basis of plea" document, Mr. Lockett gave the following answers,

> "Q. And then there's the court order. And you seem to have been under the impression, from what you say, that the order ended on 21 December [2018]. I'm trying to understand why it was the court order that you thought that that ended on 21 December?

> A. I just… I just believed it was 21 December. I just believed it was… That was the date it was up. I can't remember at the time where the… Who advised me on that. But I sincerely, I didn't think it any other way. I just - I honestly thought it was December. End of December.
>
> Q. Now you've since seen the order that His Honour Judge Eyre made?
>
> A. Yes.
>
> Q. There is a paragraph at the beginning of that order that ends on 21 December. But sitting there now, I think you accept that the other paragraphs, particularly paragraph four, remained in force?
>
> A. That was brought to my attention by you on Monday this week. I've just realised when… Obviously we've had three barristers, I've had three barristers in the last year or so, and I believe it was one of the barristers that said it was… Ended on 21 December. Is where I've… Where I've… I think the information come from. One of the barristers said I wasn't under the restrictions past 21 December. But then on Monday of this week, when we did the Zoom call, you informed me that after you'd analysed the documents, that that wasn't the case. And that was the first time that I knew about that.
>
> Q. Sitting there now, you accept that you were mistaken about the order?
>
> A. Absolutely….I was devastated when you told me on Monday that it was still in force. I didn't know."

142. Mr. Lockett repeated this at the start of his cross-examination.

> "Q… it's just been explained that you've come to court to admit breaches of previous High Court orders?
>
> A. Previous?
>
> Q. Earlier orders in this case? You've come now to court to admit that you were in breach of them?
>
> A. Yes.
>
> Q. And what you want His Lordship to take account of, on any question, what to do as a result of those breaches, is the fact that you were confused in one key respect, and had you misunderstood about when orders did, or didn't, time out? That's a part of your explanation, isn't it, I think, part of your explanation?

> A. I was told by Mr Lally that they expired in the December, because he'd obviously looked over the paperwork, I was taking that legal advice, that that was the case.
>
> …
>
> Q.… Is it a significant part of your explanation for this week's trial that the reason you find yourself in breach of previous High Court orders is because you had misunderstood their effect and you had been confused?
>
> A. I thought they expired in the December. I didn't know it was indefinite. Sorry."

143. In cross-examination, however, Mr. Lockett was questioned about the message which he had received from Mr. Garry on 3 January 2019 warning him that he was in breach of the injunction,

> "Q: It's a reaction to your post which you'd started three days earlier and were appearing with increasing frequency after the service upon you of the bankruptcy petition. Minstrell were obviously concerned about that. It was an opportunity to tell you that in fact by doing so you were in breach of a High Court order. And … whilst it might be regarded by you as impertinent to contact you via text message, it's clear what the purpose of the text message was. And your response to that is clear …
>
> A. And what time did I respond? Is that at night?
>
> Q. It looks like you've sent one at quarter past 10 and one at midnight. So your defiance is clear to see isn't it?
>
> A. I think I was drunk.
>
> Q. Right?
>
> A. When you see these things now it's just horrific."

144. Mr. Lockett was questioned further in this regard later in his cross-examination,

> "Q. If we focus on what these proceedings are about, the admissions that you've made on the breach, the postings, which you now accept represent a breach of High Court orders - this is not a situation, is it, where anybody put you up to it? There's nobody behind you that's making you do these things. It's you. It's your own responsibility. You now describe it as horrific. The buck stops with you, yes? You have admitted to me, I think, that you did these things deliberately.
>
> A. Under duress, not deliberately. I wouldn't – I never wanted to do… I would never have wanted to get into this situation. It was-

> Q. However, you were seeking to retaliate against Minstrell.
>
> A. It was always against the actions. It was always a reaction for something happening. You know-
>
> Q. Your basis of plea document has been put together for you effectively to say through that document, 'Well, it wasn't my fault really'. That's what you're really trying to urge upon the Court, isn't it?
>
> A. What I'm saying is with regards to the order, I fully respect the Court. I would never disrespect the Court. I did not know I was on the order. I'd had legal advice that I wasn't under the order. Yeah, I've admitted that all of this is horrific, you know, it's disgusting, the language used, the post, everything but it was like Mr Reagan said, it was a war. It was, you know, me fighting back against them, them crushing me because they had more money. If I had been able to match the funds they had, I would never have been made bankrupt because I wouldn't have lost in 28 September. I only lost because I had no legal representation because things would have been brought to the attention of Judge Eyre that wasn't because I had no legal counsel - and so I was walked over - because I had no money.
>
> Q. That must have made you even more defiant?
>
> A. Well, I had no money. I was crushed.
>
> Q. They cheated themselves into this position where they'd got the order in the first place, so even more reason not to abide by the order?
>
> A. No, they've got access to funds, however they obtain them, in whatever illegal way or however you want to say it, you know, on the fringes of illegality, they've got those funds. They can crush someone like me. They can throw tens of thousands of pounds at you and solicitors. I had no one to help me. The only thing I could do was fight back in the way I did with all of this, which is obviously not the way you fight back, is it?"

145. And later,

> "Q …this was fair game whether the High Court had had any involvement in this affair or not. You didn't care less one way or the other?
>
> A. What do you mean?
>
> Q. You couldn't care less whether orders had been made and, if they had been made, what they said?

> A. I've never disrespected the Court. I've told you that from the – I've said it 10 times today. I've never ever – I've had legal advice throughout all of this and so if I'm told that I'm not under an order and I'm not under restrictions, freedom of speech and if I believe what I'm saying is true, I'm allowed to say that in this country, that's what I did. If I'd have known that I was under those restrictions, I wouldn't have said it. I wouldn't, My Lord, I wouldn't have said it."

146. I do not accept Mr. Lockett's explanations. In chief, Mr. Lockett was unable to give any coherent basis for his supposed belief that paragraph 4 of HHJ Eyre QC's order had expired in December 2018. Moreover, his repeated references to having been advised by a lawyer or receiving legal advice to that effect was plainly incorrect. From the time of the hearing before HHJ Eyre QC to the time of his breaches of the order in January 2019, there is no evidence that Mr. Lockett was receiving legal advice from anyone, and none has been disclosed dating from that time.

147. Moreover, Mr. Lockett's reference to Mr. Lally (which was repeated on several other occasions) was to counsel who appeared for Mr. Lockett in relation to the contempt application later in 2019. Any subsequent advice that Mr. Lally might have given Mr. Lockett could not be relevant to his state of mind in relation to the breaches of the order that (by definition) occurred before the application was issued. Moreover, although reference was made to the advice given by Mr. Lally, privilege was not waived and such advice was not put into evidence. And when Mr. Lally came to produce his skeleton argument in response to the allegations of contempt, he did not submit that paragraph 4 of HHJ Eyre QC's injunction had expired on 21 December 2018. Mr. Lally's skeleton argument merely indicated (without descending into any further detail as to the basis for such contention) that the order did not reflect Mr. Lockett's intention,

> "*Paragraph 4 (Order of HHJ Eyre QC) (Breaches 10 onwards)*
>
> [Mr. Lockett] avers that the order made by HHJ Eyre QC on 28th September was intended to expire on 21st December, 6 months after [Mr. Lockett's] resignation."
>
> (my emphasis)

148. In my judgment, Mr. Lockett's actions were a calculated response to the bankruptcy petition which Minstrell had served upon him. Mr. Lockett deliberately sought to counter that petition by making false and disparaging comments about Minstrell and its directors to third parties in the hope that as a result of the potential threat of damage to their business and reputations they would discontinue the petition. Mr. Lockett's only concern was to advance his own interests by whatever means were available to him.

149. In my judgment, it is also perfectly clear that Mr. Lockett was aware, at the latest from the clear warnings that he received from Knights on and after 3 January 2019, that he might be acting in breach of the court order and might face contempt proceedings if he carried on making his disparaging posts and comments.

150. In deciding (as he put it), to "take my chances" and speculating about "how long my prison sentence will be", Mr. Lockett was manifestly not acting in the genuine belief

that he would not be breaching the court order. Rather, Mr. Lockett had identified that there was a clear risk that he would be acting in breach of the order and that this might be punishable by imprisonment, but decided, out of bravado and simply not caring whether or not he was complying with the court order, to carry on regardless. That was in the very highest sense reckless, and in every sense a contemptuous attitude to adopt: Mr. Lockett treated the court order and the consequences of acting in breach of it with disdain.

151. Matters did not, however, rest there. At midnight on 3 January 2019, Mr. Lockett resumed his offensive with the following text message to Mr. Garry,

> "In fact
>
> Go and f**k yourselves you f*****g scumbags who make your money protecting criminals and lie to the court that you are sworn to.
>
> You are cowards and you will be found guilty eventually for your actions.
>
> All you are Garry is a f*****g little weasel and I promise you your day is coming, give my regards to Jessica you little fat scumbag."

152. Mr. Lockett was asked about this message in cross-examination,

> "Q. Yes, that's something of an enigmatic reference to Jessica … Having told him to go and f… himself, and told him that he was an effing weasel, what's the motivation behind in the next breath telling him to give regards to Jessica who you know to be his partner?
>
> A. I didn't know he had a partner called Jessica.
>
> Q. Well it's-
>
> A. I'm looking at the times on these and you're telling me it's midnight and I'm reading it and it's horrific and I don't recall. I don't. That's why I asked you about the times because I thought what time is this at night? It's like, you know, it's midnight and I'm texting with a solicitor at midnight.
>
> MR JUSTICE SNOWDEN: Mr Lockett can you think very carefully about what you are saying please when you are answering questions? You are on oath.
>
> A. Yes.
>
> MR JUSTICE SNOWDEN: You were asked what was the comment regarding Jessica about. And your answer was, 'I did not know he had a partner called Jessica'?

A. Well-

MR JUSTICE SNOWDEN: Is that true?

A. No, My Lord. Mr Budworth said I knew he had a partner called Jessica and I didn't know he had a partner called Jessica.

MR JUSTICE SNOWDEN: So what is the reference to Jessica?

A. I've no idea. I'm sorry but-

Q. It makes absolutely no sense does it?

A. Well obviously it's a coincidence.

Q. No, what's the coincidence?

A. Well-

Q. You told Mr Garry to go and get effed and he's a weasel. And then you end with, your parting shot is make sure he gives your regards to Jessica?

A. When I'm reading this now I don't even remember it.

Q. 'You little fat scumbag'?

A. I don't even remember it.

Q. It can only be taken one way Mr Lockett. It's a message to Mr Garry, 'I know who you are, I know about you, I know your partner's name'-

A. Sorry, where does it say that?

Q. This is the meaning to be taken from it I'm suggesting?

A. No.

Q. 'I know things about you'?

A. No.

Q. 'I know what your partner's called'?

A. No.

Q. 'And I'm prepared to let you know that I know'?

A. Absolutely not. It was midnight. I don't even remember writing this message because it's so bad, as in the language."

153. That evidence from Mr. Lockett, and in particular his suggestions that he did not know that Mr. Garry's partner was called Jessica, and that asking Mr. Garry to "give my regards to Jessica" was a coincidence, was an obvious lie. In my judgment, the message clearly demonstrates that in addition to attempting to deflect Minstrell from pursuing the bankruptcy petition against him by making allegations against them on social media and resorting to personal abuse of Mr. Garry, Mr. Lockett had also descended to making what could plainly be regarded as personal threats directed at Mr. Garry's partner. His denial of that fact and attempt to disown what he had written was wholly implausible and discreditable.

154. Although at times in his evidence (such as the passage referred to in paragraph 144 above) Mr. Lockett sought to suggest that the actions to which I have referred were a "reaction" or him "fighting back" in a response to a campaign of harassment by Minstrell and its employees, it is clear to me that this was not so. They were, as I have indicated, a response to the presentation of the bankruptcy petition against him on 2 January 2019. In this regard it is also material to recall that Mr. Lockett had made similar abusive and inaccurate comments much earlier in this matter on 4 July 2018 which led to the Undertakings being sought and given.

The subsequent campaign of harassment against Mr. Lockett

155. After Mr. Lockett had sent the messages and made these posts on social media in early January 2019, he was then subjected to a campaign of harassment over a week or so after 11 January 2019.

156. That campaign included the creation of a false LinkedIn account in the name of "John Rockett" which included a photograph of Mr. Lockett, and the sending of WhatsApp messages to Mr. Lockett by a person identifying himself only as "The Brow" to the effect that "The Brow" was watching him. The WhatsApp messages from "The Brow" and the false LinkedIn profile for "John Rockett" were also the method for circulation of a video which had been taken of Mr. Lockett dancing naked in his garden to celebrate leaving Minstrell in June 2018. That video had only been shared by Mr. Lockett with Ms. Gregson, and Mr. Lockett immediately formed the view that it connected "The Brow" with Minstrell.

157. This caused Mr. Lockett to post a further series of comments on LinkedIn, which included the following, posted on 11 January 2019,

> "Minstrell's solicitors have had my posts removed again today but that's fine as I believe they have reached enough audience and have let legitimate businesses know who and what they are. Today they created a LinkedIn account for me called "John Rockett" and posted a video of me! The video was of me dancing around my garden naked and I made it the day I left their employment. I was happy to finally not have to ever walk through their doors again and have to sit with people who had give up the desire to live. Probably one of my biggest mistakes in my life ever agreeing to work for them but life's about lessons and that one was well learned. Hark Hgan, Andrew Parish, Jonathan Parish & Paul Moran, the clock's ticking on you lot and I'm ready with others to celebrate when you're arrested and gone

> with lifetime directors bans. Got the bottle of Moet chilling in the fridge ready and a night out planned with others that you have taken illegal actions against. What goes around will definitely come around for you. Sooner or later you won't be able to hide behind your bent solicitors."

158. That post was relied upon by Minstrell as a basis for further allegations of contempt. In addition to complaining about the references to the directors of Minstrell being "arrested" and "receiving lifetime directors' bans", Minstrell also alleged that Mr. Lockett had committed a contempt by falsely claiming that Minstrell was responsible for creating the LinkedIn account. The schedule to the contempt application asserted that "Minstrell have no knowledge of the individual who allegedly created the LinkedIn profile [Mr. Lockett] refers to."

159. The messages from "The Brow" continued after 12 January 2019, and included one that read "Time's up Lockett…tick tock tick tock". Mr. Lockett also received some late night calls to his home in which the caller simply stated "Tick tock" and hung up when the phone was answered.

160. In addition, about a week later, on or about 19 January 2019 Mr. Lockett received an envelope which had been posted at Gatwick to day before and contained a single sheet of paper with a handwritten message in disguised block capitals, "Hi JOHN, TIC TOK TIME IS RUNNING OUT FOR YOU! DEAD MAN". The paper was signed "BROW..X".

161. Mr. Lockett reported these matters to the police, who investigated and subsequently arrested two men. One of the men arrested was Anthony Holloway, who worked for Minstrell in its London office. What then occurred can be taken from a later letter from a District Crown Prosecutor at the CPS responding to a complaint from Mr. Lockett in November 2019,

> "In January 2019 a fake profile with the video of yourself in your garden was created by the suspects who have admitted this in interview. On 15 January you were messaged and asked what you were doing and the same video sent. The suspects have accepted they also were responsible for this message. They were not asked in interview about the late night calls but due to the content being so similar I accept evidentially they also made those calls. They accept sending you the letter you received."

162. According to the CPS, the explanation given by Mr. Holloway and his accomplice to the police was that their actions were "childish pranks" designed to "wind up" Mr. Lockett rather than to frighten him. The CPS took the view, however, that the perpetrators should have known that their actions would have the effect of harassing and frightening Mr. Lockett and charges should be brought against them. Unfortunately, however, due to an administrative error at the CPS, deadlines to charge the two individuals were missed and no further action to prosecute them could be taken.

163. As I have indicated above, Mr. Lockett was subsequently told by Ms. Gregson that she had deleted the video of Mr. Lockett from her company phone before returning it to Minstrell. That led to Mr. Gilmour submitting that the only rational explanation for the

video finding its way into the hands of Mr. Holloway and his accomplice was that access must have been obtained to Minstrell's icloud account by someone senior at the company, and the video passed to Mr. Holloway to use in his campaign of harassment of Mr. Lockett.

164. It was put to Mr. Pogmore that he had been responsible for finding the video of Mr. Lockett and had sent it to Mr. Holloway. He denied that he had gone through Ms. Gregson's phone or the company's icloud account or that he had anything to do with the activities of Mr. Holloway.

165. Mr. Moran also denied that he had obtained the video of Mr. Lockett from the company's icloud, and in re-examination he went so far as to suggest that anyone in the office with access to what he described as a "pool" phone could have obtained the video from Ms. Gregson's company phone.

166. Mr. Hagan said that when it had been revealed what Mr. Holloway had done, Mr. Moran had discussed it with Mr. Holloway who had repeated that it had just been a "prank" and that Mr. Holloway had been remorseful. Mr. Hagan described it as being "like warfare" with Mr. Lockett and said that everyone was defending the company against Mr. Lockett's actions and looking after the business. He denied involvement in the harassment of Mr. Lockett.

167. Mr. Parish said he had been told by Mr. Moran of Mr. Holloway's actions. He denied that Mr. Holloway had been acting with his blessing or that he (Mr. Parish) had orchestrated any campaign against Mr Lockett.

168. To my mind, it is significant that in spite of the fact that Mr. Moran supposedly discussed the matter with Mr. Holloway, there has been no explanation whatever offered by Minstrell of why Mr. Holloway, a junior employee based in London who had not had any previous involvement or problem with Mr. Lockett, might simply have taken it into his head to "wind up" Mr. Lockett and to go to the trouble of involving someone else in his "prank". There has also been no explanation offered as to why Mr. Holloway should have chosen to act in this way shortly after Mr. Lockett commenced his own campaign on social media against Minstrell following service of the bankruptcy petition in early January 2019.

169. Nor has there been any plausible explanation of why or how a member of staff at Minstrell, in the office for which Mr. Pogmore had responsibility, could have obtained access to Ms. Gregson's old company phone in order to find the video of Mr. Lockett and supply it to Mr. Holloway (along the lines suggested by Mr. Moran). It will be recalled, as indicated above, that Mr. Pogmore's written evidence was that Ms. Gregson had delivered up her phone to Ms. Howley who had retained it until Mr. Pogmore took possession of it when Ms. Howley went on holiday at the end of September 2018. No-one has suggested that Ms. Howley was in any way involved in these matters.

170. In my judgment, in the absence of any other plausible explanation, the likely explanation for these events is that Mr. Holloway was prompted to act by Mr. Pogmore who supplied him with the video of Mr. Lockett which he had obtained either from Ms. Gregson's phone or from Minstrell's icloud storage. In the absence of any clear evidence linking any of the directors to what occurred, I cannot make any findings as to whether they instigated or encouraged the harassment of Mr. Lockett. Again,

however, I note their unwillingness to criticise Mr. Holloway's conduct or take any disciplinary steps against him.

171. What is therefore clear, is that Mr. Lockett's view that people at Minstrell were behind the campaign of harassment against him was well-founded. As a point of detail, even though Mr. Lockett admitted contempt count number 44 as part of his composite admission of counts 10-64, I think on analysis that he was not guilty of count 44. It was true that someone at Minstrell had created the LinkedIn account and been involved in the circulation of the video of Mr. Lockett.

172. Mr. Lockett continued his postings on LinkedIn sporadically during the remainder of January 2019. His postings culminated with the repeated posting of a message on 31 January 2019 that,

> "Today I have received excellent news that my previous employer Minstrell have had their Gross Payment Status removed by HMRC. Looks like these career criminals will soon be removed from the recruitment industry. I hope all their clients now realise who and what they are and what I told you all on here was true. I'm no CIS expert but I do know that all companies trading with them now need to deduct 20%. You can verify this on HMRC website CIS verification."

173. It was true that Minstrell lost its Gross Payment Status for a time: but this was attributable to an administrative error and not to criminality, and the status was subsequently restored. Those posts on 31 January 2019 were the last posts which are alleged by Minstrell and are accepted by Mr. Lockett to have amounted to contempt.

The contempt application

174. The contempt application was issued by Minstrell on 8 February 2019.

175. Before turning to subsequent events which are potentially relevant to give a further insight into Mr. Lockett's state of mind at the time of the breaches relied upon and whether he is, as he sought to contend, remorseful for his actions, I should deal relatively briefly with the other breaches of the various court orders relied upon by Minstrell as amounting to a contempt.

176. The first such allegation is that Mr. Lockett failed to deliver up any property or information belonging to Minstrell or serve a witness statement confirming he had no such property as he had been ordered to do in paragraph 3a of the order of HHJ Hodge QC made on 24 August 2018 to which I have referred above.

177. I find it proved that Mr. Lockett was at the hearing before HHJ Hodge QC, that he was subsequently served with the sealed copy of HHJ Hodge QC's order in the manner that I have described, and that it came to his attention. Mr. Lockett did not deny that in his written evidence and he must have seen the terms of the order to respond as he did in his initial evidence in May 2019 in opposition to the committal application. Although Mr. Lockett protested in cross-examination that he had never seen the sealed order made by HHJ Hodge QC, that was a casual and obvious lie (as was his subsequent attempt to suggest that he had not said so).

178. In closing, Mr. Gilmour contended that there had been no breach of the order of HHJ Hodge QC because by the time the order was made Mr. Lockett had no further property in his possession. He drew attention to the fact that this had been stated on Mr. Lockett's behalf by his solicitors in their letter of 17 July 2018. I agree to this extent: Minstrell has not proved that Mr. Lockett retained any of its property which he failed to deliver up as required by HHJ Hodge QC's order. Such an allegation was barely pursued at the hearing by Mr. Budworth.

179. However, I find it proved that Mr. Lockett failed to comply with HHJ Hodge QC's order to provide a confirmatory witness statement to the effect that he no longer had any property of Minstrell. His assertion in cross-examination that he was unaware that he had to provide a witness statement was, I find, just as unconvincing a lie as his claim that he had never seen HHJ Hodge QC's sealed order (above).

180. I have described Mr. Lockett's attendance at the hearing before HHJ Eyre QC above. It is clear, and I find, that Mr. Lockett also failed to serve and file an affidavit by the time specified in paragraph 5 of HHJ Eyre QC's Order.

181. However, on 19 October 2018, Mr. Lockett sent the court (but not Minstrell) an affidavit which he had sworn that day ("the Short Affidavit"). The Short Affidavit simply stated,

> "I am the Defendant in this matter and I make this affidavit in accordance with the recent order of HHJ Eyre in relation to these proceedings.
>
> On 2 August 2018 I signed [the Undertakings.]
>
> I hereby confirm that I will comply with this undertaking in the future."

182. In his covering email to the court (which was not copied to Minstrell) Mr. Lockett said,

> "Can you please inform the Judge dealing with this case that I am currently seeking legal advice with regard to his ruling on my human rights and what I can and cannot say about the directors of Minstrell Recruitment Ltd.
>
> Information about their criminality is readily available online and in the public domain and so I do not believe I am restricted from making comments about this, however, until this is confirmed on Monday next week I will not make any such comment until legal advice and my rights of freedom of speech are confirmed."

183. In his initial evidence dated 29 May 2019 in opposition to the contempt allegation, Mr. Lockett denied breaching paragraph 5 of HHJ Eyre QC's order. He stated,

> "I was directed by HHJ Eyre to go to a solicitor to sign an affidavit confirming my adherence to the conditions which I did and which was subsequently served on the court. I also tried to

> contact the Court after the hearing to confirm what I was required to do as I was unsure."

There was also no reference in Mr. Lockett's basis of plea to the allegations of failure to comply with paragraph 5 of HHJ Eyre QC's order.

184. In his closing submissions, Mr. Gilmour did not contend that the terms of the Short Affidavit complied with the order of HHJ Eyre QC or that it had been filed on time. However, he submitted that it was plain from the transcript of the hearing before HHJ Eyre QC that Mr. Lockett did not understand the requirements of the order that had been made on 28 September 2018, but genuinely believed that the order made was based upon the Undertakings. Mr. Gilmour submitted that this was supported by the fact that Mr. Lockett had sought guidance from the Court on 1 October 2018, and that he had spent time and money swearing and filing the affidavit dated 19 October 2018 in the form which it took because he believed that this was what the court required him to do. He submitted that Mr. Lockett was therefore not in contempt of court because it had not been established that he knew what he was required to provide by the order of HHJ Eyre QC by way of a witness statement or affidavit.

185. I do not regard the failure to serve the affidavit on time as itself a serious breach of the order of HHJ Eyre QC, given that a hard copy of the sealed order was not itself served upon Mr. Lockett until 1.35 pm on the same day as the affidavit was required to be served and filed, and Mr. Lockett did produce an affidavit which he filed at court on 19 October 2018.

186. I do not accept, however, Mr. Gilmour's contention that uncertainty on the part of Mr. Lockett as to what paragraph 5 of HHJ Eyre QC's order required would be a defence to allegation of contempt. As the decision in Varma v Atkinson and Mummery to which I have referred above makes clear, the question of failure to comply with the order is an objective one: questions of the defendant's state of mind go only to sanction.

187. As to Mr. Lockett's state of mind, it is clear from the email that Mr. Lockett sent to the court on 1 October 2018 that he was aware that the court had ordered him to do certain things. I think it is also clear that he knew that they had to be done by 13 October 2018. Even if, in spite of HHJ Eyre QC's best efforts to explain what was required at the hearing on 28 September 2018, Mr. Lockett was still in doubt as to what the order meant (as his email to the court on 1 October 2018 suggested) I do not see how Mr. Lockett could sensibly still have been in any doubt about what was required after he had been supplied with the sealed copy of the order on 10 and 13 October 2018.

188. Mr. Lockett's attempts to explain his supposed misunderstanding of what was required were not remotely convincing. When asked about this in cross-examination, Mr. Lockett's answers included the following, which were typical of his evidence,

> "Q. I mean you have suggested Mr Lockett that this is all an unfortunate accident and if only people would explain to you what you were supposed to do. You can't of course say that you've got a problem with reading and understanding the order because you haven't. You're an intelligent person aren't you?

> A. Not when it comes to any of this. It's a nightmare. If it was a normal – say it was a normal day and you go into court and it's a normal thing and you get in this then fair enough but I'd lost my business, I'd lost everything. I was going through turmoil and I didn't understand any of this stuff. I was drawing up witness statements at night and doing my own bundles and I didn't even know how to do any of that. And I even said on an email to the Judge – when I wrote to the court to explain that the – I've done the affidavit, I even said at the bottom please excuse my ignorance in not understanding these proceedings. I don't understand all of this High Court stuff. And if you say I that I had this order that day with me, it was in a bundle, it may well have done but I don't understand it all….
>
> Q. I'm putting to you that that's a completely false portrayal of yourself?
>
> A. I swear I'm not covering my tracks, I just didn't understand any of this and the affidavit I thought was exactly what I was ordered to do and to get that witnessed and signed. And then I did that and posted it back and until you've told me now that that wasn't even the correct affidavit I didn't know."

189. I reject as untrue Mr. Lockett's suggestions that it was not until recently that he had learned that Short Affidavit did not comply with the order of HHJ Eyre QC. I simply do not see how it can have escaped Mr. Lockett's attention that the allegations of contempt made against him in this application (which commenced in February 2019) included the allegation that as well as being late, the substance of the Short Affidavit did not comply with the Order of HHJ Eyre QC. Indeed, Mr. Lockett addressed that very allegation in his affidavit filed in answer to the committal application.

190. I also note that although Mr. Lockett sought to suggest that his email to the judge explaining that he had done the Short Affidavit asked the judge to excuse his ignorance in not understanding the proceedings, it is quite clear from the text of that email set out in paragraph 182 above that this was not so.

191. In my judgment, rather than make a serious attempt to comply with the order made against him by HHJ Eyre QC, I think that Mr. Lockett simply decided – consistent with his later approach to compliance with paragraph 4 of the order of HHJ Eyre QC - to play by his own rules and to produce an affidavit in a form of his own choosing, whether or not it complied with the terms of the order.

192. On 30 November 2018, HHJ Halliwell made an order which included a provision extending time for Mr. Lockett to comply with paragraph 5 of HHJ Eyre QC's order until 4 pm on 7 December 2018. It would seem that this order was made without Minstrell or HHJ Halliwell being aware of the Short Affidavit which had been filed in October, but not served on Knights. Mr. Lockett denied having attended any hearing before HHJ Halliwell on that day, and given that he would surely have brought the existence of the Short Affidavit to HHJ Halliwell's attention had he been there, I take the view that it is unlikely that Mr. Lockett was present.

193. A sealed copy of HHJ Halliwell's order was then served upon Mr. Lockett by email and by post to his home address on 6 December 2018. Mr. Lockett denied having received that order, and I do not find it proven to the required standard that he was aware of it. The allegation of contempt for failure to comply with HHJ Halliwell's order must therefore be dismissed.

194. The remaining allegations of contempt relate to alleged breaches of paragraph 1 of the order of HHJ Eyre QC which prevented Mr. Lockett from seeking to solicit Restricted Business from Restricted Clients of Minstrell. The allegations are that in October – December 2018, Mr. Lockett placed two welders with Paneltec.

195. The evidence relied upon in this regard was included in Mr. Pogmore's original affidavit. It was essentially based upon an assertion that Mr. Lockett did not introduce Paneltec to Minstrell when he joined and that he did not identify Paneltec as one of "his" clients in an email sent to Knights on the evening after the hearing before HHJ Eyre QC. That email had stated,

> "I spoke with [Mr. Budworth] after the [hearing before HHJ Eyre QC] and we agreed that a list needs to be agreed moving forward, on which companies belong to me and which belong to Minstrell to stop any confusion moving forward so that I do not breach the undertaking.
>
> My companies that I brought to Minstrell are as follows –
>
> C&G Commercial Services Ltd
>
> D Morgan Welding Ltd
>
> 110% Interiors Ltd
>
> G Oakley & Sons Ltd
>
> Guardtech Ltd"

196. In cross-examination it became apparent that Mr. Pogmore had no personal knowledge of how Paneltec had come to be a client of Minstrell. Moreover, Mr. Pogmore only gave hearsay evidence that he had been told by the general manager of Paneltec that Mr. Lockett had placed two temporary welders with the company prior to 21 December 2018. The evidence did, however, include a copy of a job advertisement for a welder on placed by Paragon Mead on "CV Library" on 12 December 2018 which included Mr. Lockett's first name and telephone number as the contact for interested parties.

197. Mr. Lockett was asked about his dealings with Paneltec briefly at the end of his cross-examination. He denied that he had placed any welders with Paneltec other than on behalf of Minstrell. He gave an account of having been contacted by the general manager at Paneltec in late 2018 and being asked to place a welder. He said he had passed the lead on to Paragon Mead with whom he had had an interview for a job starting in January 2019. Mr. Lockett denied that at the time he was aware that his name and number had been put onto the advertisement on CV Library and asserted that this must have been done by his contact at Paragon Mead.

198. I am prepared to accept on the basis of Mr. Lockett's own list and evidence that Paneltec was a Restricted Client of Minstrell. However, Mr. Pogmore's hearsay evidence suggesting that Mr. Lockett was responsible for placing two welders with Paneltec prior to 21 December 2018 is lacking in any detail and inadequate for me to make a finding of contempt in light of Mr. Lockett's denial. I am also not persuaded to the requisite standard that Mr. Lockett actively sought to responsible for the inclusion of his name and phone in the advertisement placed by Paragon Mead. I am therefore not prepared to find Mr. Lockett in breach of paragraph 1 of the order of HHJ Eyre QC on this evidence.

Events after the contempt application was issued

199. As I have indicated above, the contempt application was issued on 8 February 2019. This did not deter Mr. Lockett from continuing to make untrue disparaging remarks about Minstrell, its directors and Mr. Garry. I shall briefly refer to some of these remarks as they are relevant to Mr. Lockett's credibility, his state of mind and his continuing attitude to an injunction that he had been warned was still in force.

200. In March 2019 Mr. Lockett posted a comment on the "Solicitors Review" website, stating that,

> "[Mr. Garry] is the worst of the worst. Knowingly represents a criminal and has knowingly submitted false statements to the High Court. Reported him to the SRA and the National Crime Agency."

201. Mr. Lockett was adjudged bankrupt on Minstrell's petition on 13 May 2019. He applied soon thereafter for the bankruptcy order to be annulled.

202. In June 2019, having learned from Ms. Gregson that she had not been responsible for the text messages sent to him on 29 September 2018, Mr. Lockett followed up his earlier email with a lengthy email to the SRA asking the SRA to take action against Mr. Garry in relation to his conduct in acting for Minstrell. Mr. Lockett accused Mr. Garry of being complicit in Mr. Pogmore's use of Ms. Gregson's mobile phone, asserting that he was "corrupt" and "a bully" and "unfit to be a licensed officer of the court." Having discovered that Mr. Garry had moved to Pinsent Mason, from the end of June 2019, Mr. Lockett then sent a number of emails to that firm complaining in vehement terms about Mr. Garry.

203. In the afternoon of 28 August 2019 Mr. Lockett renewed his attack on Minstrell's business by sending an email to Costain Group plc, one of its clients. That email read as follows,

> "I write to inform your company of the criminality being perpetrated by the directors of Minstrell who advertise you as their client on their company literature. The directors of Minstrell have tried to draw down funds from your company for training and the supply of construction workers.
>
> They were arrested in 2015 in Operation Bannock and are being prosecuted for their involvement in 26 linked fraudulent

> company insolvencies and have stolen millions in VAT. They were in multiple businesses with Paul Bell the Isle of Man accountant. After they learned I was giving information about them to HMRC Intelligence officers they attacked me and I've been under police protection since July 2018.
>
> I have received death threats and harassment from them and this is being investigated by the CID of Greater Manchester Police. Yesterday the police called me to update me that two men linked to Minstrell have been arrested and charged after admitting sending me all these threats. Other lines of police inquiries are ongoing and I believe more arrests will be made.
>
> I hope you take notice of this information and stop trading with this company. They are currently being prosecuted and I have evidence of all of this. My contact details are below if you want to speak with me and find out more information. I'm currently in talks with the Guardian and Times newspapers who will be running this story soon."

204. It is readily apparent from that email that undaunted by the contempt proceedings that had been commenced against him for breach of the injunction granted by HHJ Eyre QC, Mr. Lockett was again making false accusations of criminality and pending prosecutions against Minstrell and its directors. It is also clear from the email that his avowed purpose was to persuade Costain to stop trading with Minstrell, thereby damaging Minstrell's business.

205. The email was passed by Costain to Minstrell, and resulted in a lengthy letter from Knights to Mr. Lockett's solicitors on 29 August 2019 again drawing attention to the fact that paragraph 4 of the order of HHJ Eyre QC was still in force, and that Mr. Lockett's email allegations to Costain were a breach of the order. The letter indicated that Minstrell would be asking the court to take Mr. Lockett's actions into account on the committal application.

206. That letter prompted Mr. Lockett to respond directly to Knights by email in the evening of 3 September 2019. In addition to asserting his claims that Minstrell had falsified the messages said to have come from Ms. Gregson, Mr. Lockett's long email included the following remarks,

> "With regards to Costain I will contact whomever I want as long as what I say is factual and true then I'm breaking no laws here. I am under NO restrictions with regards to Minstrell and that's been proven. My restrictions ended on 21st December 2018. I'm also under NO restrictions with regards to Knights but I will wait until after the October hearing and will then deal with them.
>
> …
>
> [Minstrell's solicitor] also needs to get "real" and accept that his client called all of mine and emailed them and I have all of those emails in July last year and told them absolute lies about me and

> by doing so damaged my business and forced its closure and also ruined long term client relationships that I had for many years and so does he think that I would not do the same? The only difference is, what I have said is factual and true and I will submit evidence to the court to support what I have said. I am communicating with national newspapers and online recruitment news outlets and they will all be running stories in the near future."

207. On 30 August 2019 Mr. Lockett sent an email to the court asking for an adjournment of his own application to annul his bankruptcy order which was due to be heard on 4 September 2019, on the grounds that his health was not good due to harassment and death threats that he alleged he had been receiving from the directors of Minstrell. Mr. Lockett also notified the court that he had been told by Greater Manchester Police ("GMP") that the two men who had been arrested in connection with the harassment had "admitted to all of this and have been charged".

208. Shortly thereafter on 30 August 2019, Mr. Lockett received an email from DS Hitchin at GMP. That email stated,

> "Just to clarify the update from Tuesday 27 August.
>
> The two males arrested both live in the Metropolitan Police area.
>
> The males have made some admissions in relation to:
>
> Setting up the LinkedIn profiles
>
> Sending messages and identifying themselves as "The Brow"
>
> Sending the letter postmarked Gatwick but denied including the death threat.
>
> The males have not yet been charged with any offences. A file is being prepared that will be sent to the CPS for their consideration. As soon as a decision is made I will provide a further update."

209. On 3 September 2019 Mr. Lockett followed up his earlier email by making a formal application to the court for an adjournment of his annulment application. His application notice stated,

> "I contacted the court on the 30th August to inform the court that I wasn't well enough to attend the hearing on 4th September. I have suffered Death Threats and Harassment since the 5th July 2018 by the Directors of Minstrell. Last Tuesday the CID of Swinton police called to update me and told me that they have been working with the Metropolitan Police and that they have arrested two men who are linked to Minstrell and under questioning have admitted to the threats and harassment. The case is now with the CPS."

210. That evening, Mr. Lockett sat down to answer Knights' long letter of the same day, complaining about Mr. Lockett's communications with Costain. At the end of the email to Knights, Mr. Lockett stated,

> "Lastly if [Minstrell's solicitor] would like to call Greater Manchester Police and ask if two men were arrested in relation to death threats and harassment sent to me and that these men are connected to Minstrell and that they have fully admitted to this under questioning then be my guest. Does this fool actually think I'm sat here making all of this up? I have better things to do with my time. Pick up the phone Mr. Gee [Minstrell's solicitor] and call the police. I am unsure what they would tell you but I can assure you it's real and it did happen and isn't some kind of made up story. The investigation is ongoing and I have no doubt more arrests will be made and I look forward to going to court and seeing yours clients and their associates convicted for their criminality."

211. Having invited Knights to call the police, twelve minutes later, Mr. Lockett then sent to his solicitor and to Minstrell's solicitor a copy of the email that he had received from DS Hitchin. His covering email stated,

> "Please see correspondence below that I received from the police last week.
>
> Maybe [the lawyer at Knights] will now stop making his stupid comments and stop living in denial. I'll get this over to Costain."

212. Mr. Lockett did not, however, send to the solicitors the full text of the email that he had received from DS Hitchin. Instead, he altered the email address of DS Hitchin to an incorrect GMP email address, and he also altered the text of the email by deleting the fact that the men arrested had denied making the death threats and had not been charged. As altered, the email read as follows (I have shown the deletions in "track changes" below: the version Mr. Lockett sent was "clean" and did not reveal what had been omitted),

> "Just to clarify the update from Tuesday 27 August.
>
> The two males arrested both live in the Metropolitan Police area.
>
> The males have made some admissions in relation to:
>
> Setting up the LinkedIn profiles
>
> Sending messages and identifying themselves as "The Brow"
>
> Sending the letter postmarked Gatwick ~~but denied~~ including the death threat.
>
> ~~The males have not yet been charged with any offences.~~ A file is being prepared that will be sent to the CPS for their

> consideration. As soon as a decision is made I will provide a further update."

213. Mr. Lockett was asked about his actions in cross-examination. His responses were rambling and defensive. However, the gist of his evidence appears in the following exchanges, which I set out in full,

> "Q. How did it come to be that you were sending to your solicitor and Minstrell's solicitor a version of Detective Sergeant Hitchin's email that was not faithful to the actual email?
>
> A. It was all a misunderstanding. Adam Hitchin, I'd been waiting months and months for an update. We obviously had the hearing due. We was looking at postponing the hearing and asking for an adjournment because we was waiting on arrest by the police of whoever these people were, and then Adam rang me with the update and over the phone he told me that they had arrested the two men. Under questioning they had admitted to doing everything to me. That was his exact words and that the case was then sent to the CPS, and so, after that call I contacted [my solicitor] and told him, 'great news' told him, relayed the message, and [my solicitor] said get it in writing off him. We need it because we are going to be asking for an adjournment if we don't get the prosecution in time, I believe, and so, I asked Mr Hitchin would he write, put in writing what he told me on the phone, and then when he wrote to me some time after, it didn't match what he said to me on the phone and I thought he had made a genuine mistake, because he told me on the phone that they'd admitted to all of the threats and, so, when I read it, I rang Swinton Police Station and I asked for Adam, and he wasn't available. I was told he was on annual leave or training.
>
> Adam wasn't available and David in the CID wasn't available and either one was on annual leave or training and I amended the sentence…
>
> Q. Well, before we go any further, I should just draw the other discrepancy to your attention, because you will see on page 301 that in Detective Sergeant Hitchin's exhibit there is a line in the middle of the page as we have it, saying, 'the males have not yet been charged with any offences'?
>
> A. Right.
>
> Q. That sentence is not present at all in the document that you sent to both solicitors. That has simply been deleted. Do you agree?
>
> A. Yes, I agree it's not on that page.

Q. Yes. It's also, Mr Lockett, very difficult to believe that there could've been any misunderstanding or an email which did not match what he's said on the phone, because-?

A. No, I never said-

Q. I haven't finished, because you know full well the males had not been charged with any offences?

A. No, he didn't tell me they had been charged. He told me that the case was sent to the prosecution for the CPS to charge. That's what he told me on the phone, that the case had been sent to CPS to charge and with regards to his email, I didn't know if I had the authority to send his email to anyone else, as in [Minstrell's solicitor], and that's why I amended his email, so that he couldn't contact the officer directly.

Q. I bet you did.

A. It was an honest, I didn't do it intentionally to mislead. It was because I didn't know if I had the authority, because I couldn't speak to either one if I had the authority to do that. I should've just blocked it out.

Q. What was your motivation in deleting the sentence, 'The males have not yet been charged with any offences'?

A. I didn't recall that that part was missing until you just made it, shown me now.

Q. Well, I am sorry about that, Mr Lockett, that you are confronting that for the first time, but you are accepting, I think, that you did delete it? So, could you have a think, so that His Lordship has an idea of what your motivation was?

A. I don't recall deleting it. From seeing it now on the two pieces of paper I don't, I don't recall deleting it.

Q. Do you remember making an application to this court to annul your bankruptcy in which you stated, on the face of the application notice, that two males have been arrested for having made death threats and charged? Do you remember that?

A. I remember, I don't know at all the court, but I remember that I was relaying the information that two men had been arrested.

Q. No. You wanted the Court to believe that people had been charged with having made death threats to you?

A. No, I didn't know about the, when Adam Hitchin told me that the CPS were going to prosecute, he told me that I would

> have an answer within three or four days, and then a week later I called him and he told me that I wouldn't have an answer for eight weeks, eight to nine weeks. So, I never knew if they had been charged or not until I got the CPS letter to tell me what had happened.
>
> Q. What was your motivation for corrupting the police officer's email address?
>
> A. I genuinely believe Adam had made a mistake. I genuinely believed, because it wasn't what he told me on the phone.
>
> Q. No, no, no. The address in particular? Why did you alter his email address?
>
> A. Because I hadn't had authority to give his email out. I didn't know if I was allowed to share his email if it was with a third party. I genuinely, that's the only reason why I did it.
>
> Q. Were you attempting to let your version of the email take positive effect on your behalf before anybody on Minstrell's side had an opportunity to make an investigation which would have led to what's gone on here?
>
> A. Absolutely not.
>
> Q. And the best way to do that was to change the email address so that nobody would be able to use it to seek to contact the Detective Sergeant?
>
> A. Absolutely not. I honestly amended his email because I didn't, I obviously wanted [Minstrell's solicitor] to know that this was from the police, but I didn't know I had the authority to give out Adam's email address because of the GDPR stuff that's about now."

214. The following morning in his cross-examination, Mr. Lockett was asked more questions about whether his motivation for altering the email was connected with his application for an adjournment of his bankruptcy annulment application,

> "Q. … I'm suggesting Mr Lockett that you had made a conscious decision to alter in a very material way the contents of the police information. And that you employed it to some advantage?
>
> A. No, no, Mr Budworth, I swear to you it's not the case. I'd been fighting the bankruptcy for months. I think I got three adjournments. Because, and the Judges were allowing that because they knew something was going on behind the scenes with some investigation with the police. And this was the last, I think the last chance I got to try and stop the bankruptcy.

> And that day or the morning before, I came out in a rash across the whole of my face which was due to stress; I've had the rash before. And I was – obviously I couldn't go out with the way I looked, I looked horrific. And so I wrote to the court to let them know that I was suffering that particular week this pains in my chest through all the stress of everything that was going on and that the rash was all over my face and that I wouldn't be able to attend. And what I was seeking there was just a week or two for me to get rid of the rash off my face and be able to look presentable when I walked into court because it was like the elephant man, it was like a full-blown rash on my face.
>
> And I swear to God on this Bible it's nothing to do with the emails with Adam Hitchin or any of that had anything to do with that situation. And I can't say any more than that; it was – I'm not a master – I'm not sat here with a master plan. It was just – the word for it is coincidence. That them dates were around that. And that's the God's honest truth. Strike me down now, it's the God's honest truth, I never – there was no conspiring here to make the bankruptcy people do anything other than what they wanted to do. I was merely telling them that the bankruptcy was sought by deception and that I was fighting it and I should never have been made bankrupt because I had an agreement with Mr Parish and I should never have been took to court."

215. I do not accept Mr. Lockett's explanation that his actions were not intended to mislead and were innocent. His answers as to why he had altered the text and the officer's email address are simply unbelievable. In my view it is clear that Mr. Lockett was intent on delaying his application for an annulment of his bankruptcy until after the two men who had been arrested could be charged. He thought that this would enable him to reopen the order made by HHJ Eyre QC, and in particular the costs order that was the foundation for the petition.

216. In that regard, Mr. Lockett's solicitor had advised him to get something in writing from the police. However, when the email from DS Hitchin was not quite strong enough to fit the narrative that Mr. Lockett wished to portray to the court of having been the subject of death threats, he altered it and forwarded it to his own solicitor and the solicitor for Minstrell, changing the police officer's email address to make it more difficult for anyone to check the truth with the officer before the hearing. The explanations that Mr Lockett was concerned that he did not have the police officer's authority to forward the email or that he was concerned for data protection reasons are manifestly untrue, not least because Mr. Lockett did not seek to redact the officer's identity or any of the other details.

217. In this respect I should record that Mr. Lockett was charged with doing acts intending to pervert the course of public justice in relation to these matters. His trial on that offence was originally set to begin on 19 July 2020 at Manchester Crown Court but was then postponed to late October 2020. However, I was informed that at a hearing before HHJ Cross QC on 14 October 2020 (i.e. during the hearing before me) the Crown had offered no evidence and decided not to proceed with that prosecution. I have no reliable information as to why that decision was made.

218. Lest there be any doubt about it, however, I should make clear that these matters do not form part of the contempts for which Minstrell seeks Mr. Lockett's committal. I mention these matters in some detail because they plainly go to Mr. Lockett's general credibility. In my judgment they also illustrate that even after the contempt application had been issued, Mr. Lockett continued to have no regard for the truth when he thought that embellishing or misrepresenting the facts might advance his campaign to bring down Minstrell and its directors.

Further emails from Mr. Lockett after the hearing before me

219. The final matter to which I should refer in the factual narrative arises from events after the evidential phase of the hearing before me. It will be recalled that Mr. Lockett had himself said that he had been "devastated" to find out from Mr. Gilmour shortly before the hearing that the injunction in paragraph 4 of the order of HHJ Eyre QC was still in force.

220. I was therefore slightly surprised that after Mr. Lockett had finished giving evidence, his own counsel, Mr. Gilmour, asked that I should confirm to Mr. Lockett that paragraph 4 of the injunction granted by HHJ Eyre QC still remained in force after the hearing. But I acceded to Mr. Gilmour's request and told Mr. Lockett that the injunction was still in force preventing him from making untrue disparaging comments about Minstrell or its directors or managers to third parties.

221. I fixed a date for closing submissions on the facts to be made by remote hearing on 4 November 2020.

222. On 27 October 2020, Mr. Lockett sent an email to Mr Peter Anderson of Kay Johnson Gee Corporate Recovery Ltd, one of the joint liquidators of Crystal Clear Contract Services Limited. I shall set out that email in full. It stated,

> "I attended a 4 day High Court trial week before last, maliciously brought against me by Andrew Parish of Minstrell Recruitment Ltd and "your client".
>
> Unfortunately for him and "you" he was cross examined by my barrister with regards to his business practices and the "multiple" insolvencies he's been a part of. At first he tried to "distance" himself from the two Crystal Clear insolvencies that you and your firm carried out. He claimed to be a "Minor" shareholder but the truth eventually came out.
>
> He confirmed then that he was a 66 percent shareholder in one and a 75 percent shareholder in the other. Under further cross examination he was asked to confirm it was he who had agreed with "you" to pay back £100,000 at £5,000 per month. He then confirmed under further cross examination that "he" is in fact the "Director" of the two companies and it was "he" who met with "you" to do that "deal"
>
> Not Kevin Bradley the "Postman" and not Lesley Igo "Head of Minstrell HR"

> I have contacted the ICAEW and asked that the investigation in to you and your firm is reopened based on this new evidence. I have also contacted the Police and HMRC intelligence who will hopefully now take action to recover the £300,000 wrote off by your firm in loans and the £4 Million in VAT currently outstanding. The Court "transcript" will prove all I have stated herein.
>
> You knowingly took part in those insolvencies and you knew full well that Parish was Director of those companies and used Bradley & Igo to front them. Parish and his fellow Directors and Manager are also now in contempt of court and have committed perjury and manufacturing of evidence in the case against me. I believe the Judge Sir Richard Snowden has issued arrest warrants with regards to those actions.
>
> Me and my family had our lives torn apart by these people and you and your firm have played a part in the threats and harassment we received. I hope that Justice will finally be served and I await the outcome."

223. Also on 27 October 2020 Mr Lockett sent further emails to Mr Daniel Kilroe of Cowgill Holloway LLP, Mr. Lockett's trustee in bankruptcy. The emails were copied to the police and the Insolvency Service. The first stated,

> "I have just tried calling you and left you a voicemail…
>
> As per my message I am in touch with Danny Brogan of the insolvency service and the Chief Constable Mr Ian Hopkin in the hope that they can help overturn the bankruptcy as it was sought by deception.
>
> Two weeks ago I attended a 4 day trial in the High Court and this was another malicious action brought by your client Andrew Parish of Minstrell Recruitment. In that hearing it was established that he and his Manager had fabricated evidence in this trial. His Manager Richard Pogmore was held in Contempt of Court and I believe he's being charged with Manufacturing evidence and perjury.
>
> The Judge Sir Richard Snowden has also ordered that emails sent by Mr Pogmore to the Minstrell Directors and their Solicitors are to be given up and this will then show they were all involved in this action.
>
> Me and my family have been through enough over the past 30 months with these people and we can't take anymore. They ruined my small business and destroyed our lives because they found out I had given information about them to HMRC intelligence.

> This in turn has led to Mr Parish having to pay back £100,000 in loans he took from his payroll companies prior to making them insolvent. We are the victims of crime here and we are seeking protection from the Police."

224. The second email stated,

> "Please see below documents from my barrister that are being submitted to the court. This information backs up what I explained earlier. We have been victims of these people who have taken all of these malicious court actions to ruin us for speaking out.
>
> They found out in July 2018 that I had contacted Insolvency Practitioners Kay Johnson Gee and that I was involved with HMRC intelligence regarding fraudulent insolvencies that Andrew Parish was perpetrating. At that point I had no idea that Peter Anderson was involved knowingly in these fraudulent insolvencies and he told Andrew Parish.
>
> They then started this campaign against me in August 2018 and started to use their stolen funds to ruin me and my families lives. I am currently also in contact with Mr Simon Goodley of the Independent News Paper and I'm asking him to expose what's happening to me and my family at the hands of these people."

225. These recent emails are self-evidently not included within the acts which Minstrell alleges are a contempt of court on this application, and Mr. Budworth did not seek to amend his application to include them. He also accepted that Minstrell could not properly seek to bring a second set of contempt proceedings based upon them in the future. These emails were potentially relevant to sanction for the admitted breaches. I therefore required them to be exhibited to a formal affidavit, and served upon Mr. Lockett. I also gave Mr. Lockett the opportunity, if so advised, to respond to this new evidence. He did not.

226. In light of my findings in this judgment, there is, of course more than a grain of truth in these emails sent by Mr. Lockett. But as before, and in spite of being clearly warned by me that the injunction against him granted by HHJ Eyre QC remained in force, Mr. Lockett appears to have chosen to misrepresent and embellish the truth by making a number of patently untrue and disparaging comments about Minstrell's directors. I have, for example, made no findings of contempt against anyone other than Mr. Lockett. Nor have I found that Mr. Parish "manufactured evidence" against Mr. Lockett, and I have not issued arrest warrants against anyone.

The effect of events upon the parties

227. I should, finally, make brief findings about the effect that these events have had on the parties.

228. I accept that dealing with the effect of Mr. Lockett's conduct will have caused time and effort to be wasted by Minstrell. In particular that would include the legal costs incurred

by Knights in repeatedly warning Mr. Lockett that what he was doing was a breach of the court's orders. In addition, although I have no direct evidence from any of Minstrell's clients, it is inevitable that Mr. Lockett's activities risked the loss of Minstrell's clients (as they were intended to) and (as I had some limited evidence from its directors) doubtless caused Minstrell to have to spend time explaining matters to those clients who had been contacted (such as Costain).

229. But beyond that I cannot find that Mr. Lockett's activities had any direct impact upon other members of staff at Minstrell (from whom I heard no evidence) or upon Minstrell's overall financial position.

230. Minstrell's annual report and financial statements for the 18 month period to 27 February 2019 show that it made very substantial operating losses (£572,821) and moved from a positive net asset position (£513,421) in the previous accounting period to 31 August 2017 to a net deficit (£301,487). This was explained in a note to the accounts as follows,

> "The losses have mainly arisen from a number of non-recurring events including a previous business combination that has not contributed to profit as expected and claims pursued with the Company. These have had a cost impact and been a distraction on management time."

231. In addition, in the directors' strategic report (which was signed by Mr. Parish), the following explanation was given,

> "The acquisition of Spectrum Contracting Services Limited in October 2016 proved to be a significant burden in terms of management time and costs. Also during the period the Company has been required to defend its intellectual property incurring significant management time and costs. This has led to a disappointing performance."

232. In his evidence Mr. Parish faintly sought to suggest that the reference to the company being required to defend its intellectual property was a reference to defending itself and its database against Mr. Lockett. I reject that suggestion, for which there was no specific support in the evidence. I also do not accept Mr. Parish's attempt to suggest that the references in the notes to the accounts were intended to refer to Mr. Lockett's activities.

233. So far as Mr. Lockett is concerned, it was submitted by Mr. Gilmour that I should find that the activities of Minstrell, together with the loss of his business and bankruptcy, subjected Mr. Lockett to intolerable stress and pressure, with the result that he was, by the time he made the offending posts and comments in January 2019, "a broken and desperate man, lashing out in frustration" at Minstrell.

234. I do not accept that submission. As I have set out above, Mr. Lockett undoubtedly seems to have taken the view that Minstrell had gone back on the deal that he thought he had done with Mr. Parish and had sought to sour his relations with "his clients". Mr. Lockett's reaction to that was from the outset an intemperate one in which he sought to

denigrate Minstrell to third parties by using information about them which he chose to exaggerate and misrepresent to maximise its damaging effect.

235. Further, whilst Mr. Lockett was, at the time he made his posts and comments on social media in January 2019, already showing signs of the obsession that has since overtaken him, and was certainly "lashing out" at Minstrell, I do not accept that he was then a "broken and desperate man". I do not doubt that Mr. Lockett had convinced himself that he had been the victim of injustice at the hands of Minstrell following HHJ Eyre QC's order in September 2018, but in my judgment the contemporaneous evidence from January 2019 shows Mr. Lockett adopting a calculated course of conduct in a thoroughly misguided attempt to deflect Minstrell from enforcing the costs order that it had obtained by a bankruptcy petition.

236. Thereafter I accept that the harassment of Mr. Lockett at the hands of one of Minstrell's employees and his accomplice may well have contributed to Mr. Lockett's sense of injustice and increased the stress and pressure upon him. However, I cannot avoid the conclusion that much of Mr. Lockett's suffering was the result of his own worsening obsession and sense of injustice, and his own choice to escalate the dispute with Minstrell in the way that he did – or as he put it in his evidence set out in paragraph 144 above, to "fight back" against a company that he obviously thought had an unfair advantage over him as a result of having access to greater financial resources.

237. I would certainly accept that by the time of the hearing before me in October 2020, Mr. Lockett was exhibiting signs of stress and anxiety. In addition to the effects of his continuing obsession with Minstrell and this litigation, that is perhaps inevitable given that he must have recognised the reality that he had committed breaches of the court order and was facing the prospect of imprisonment.

SANCTION

238. The object of a sanction imposed by the court in a case of contempt of court is two-fold: (1) to punish the historic breach of the court's order by the contemnor; and, (2) (where relevant) to secure future compliance with the order.

239. Under section 14 of the Contempt of Court Act 1981 the court has the power to impose a monetary fine or to commit a person to prison for contempt. The maximum prison sentence is two years, and if this is ordered to take effect immediately, the contemnor is entitled to automatic release without conditions, after serving half that term.

240. The court also has the power to suspend a prison sentence on terms. However, community sentences involving the probation service or unpaid work are only available for those "convicted of an offence": see R v Palmer (1992) 95 Cr. App. R. 170, CA. Such community orders are therefore not available for contempt of court.

241. The legal framework and general approach of the court in sentencing for a contempt was considered by the Court of Appeal in Financial Conduct Authority v McKendrick [2019] 4 WLR 65. At paragraph [39] the Court of Appeal set out the correct approach to be adopted, indicating that the court should first consider (as a criminal court would

do) the culpability of the contemnor and the harm caused, intended or likely to be caused by the breach of the order.

242. The type of aggravating or mitigating factors that have been identified in some of the earlier cases were conveniently summarised by Nicklin J in Oliver v Shaikh (No.2) [2020] EWHC 2658 (QB) at [17]-[18],

> "The Court's task when determining the appropriate sanction to assess is to assess culpability and harm. The Court will consider all the circumstances, but typical considerations when assessing the seriousness of the contemnor's breach are:
>
> a) the harm caused to the person in respect of whose interests the injunction order was designed to protect by the breach;
>
> b) whether the contemnor has acted under pressure from another;
>
> c) whether the breach of the order was deliberate or unintentional: and
>
> d) the degree of culpability of the contemnor.
>
> Mitigation may come from:
>
> a) an admission of breach - for example, admitting the breach immediately and not requiring the other party to go to the expense and trouble of proving a breach;
>
> b) an admission or appreciation of the seriousness of the breach;
>
> c) any cooperation by the contemnor to mitigate the consequences of the breach; and
>
> d) genuine expression of remorse or a sincere apology to the court for his behaviour.
>
> The mitigating factors may also have a bearing on the Court's view as to the likely risk of repetition of breach and therefore the assessment of the degree to which the sanction needs to serve the objective of securing future compliance. If a contemnor, even belatedly, demonstrates a genuine insight into the seriousness of his prior conduct and its unlawfulness, then the Court may well be able to conclude that the contemnor has 'learned his lesson' and the risk of future breach is thereby diminished."

243. The court should also obviously consider other personal mitigating factors such as whether the contemnor is of previous good character, his state of health and mental health, and any other relevant personal circumstances.

244. The approach to admissions of contempt was also addressed in FCA v. McKendrick at [46],

> "In LVI v Zafar, at [68], this court explained that the timing of any admission is important: "… the earlier an admission is made in the proceedings, the greater the reduction which will be appropriate. Consistently with the approach taken in criminal cases pursuant to the Sentencing Council's definitive guideline, we think that a maximum reduction of one-third (from the term reached after consideration of all relevant aggravating and mitigating features, including any admissions made before the commencement of proceedings) will only be appropriate where conduct constituting the contempt of court has been admitted as soon as proceedings are commenced. Thereafter, any reduction should be on a sliding scale down to about 10% where an admission is made at trial.""

245. Having determined the seriousness of the case, the court must then consider whether a fine would be a sufficient penalty. If it would, committal to prison cannot be justified, even if the contemnor's means are so limited that the amount of the fine must be modest. As Nicklin J stated in Oliver v Shaikh,

> "As with any sentence of imprisonment, that sanction should only be imposed where the Court is satisfied that the contemnor's conduct is so serious that no other penalty is appropriate. It is a measure of last resort. A suspended prison sentence, equally, is still a prison sentence. It is not to be regarded as a lesser form of punishment. A sentence of imprisonment must not be imposed because the circumstances of the contemnor mean that he will be unable to pay a fine."

246. Nicklin J went on to say, however, that a sentence of imprisonment may well be appropriate where there has been a serious and deliberate flouting of the Court's order. In that regard, he was echoing the comments of the Court of Appeal in FCA v McKendrick at [40],

> "Breach of a court order is always serious, because it undermines the administration of justice. We therefore agree with the observations of Jackson LJ in JSC BTA Bank -v- Solodchenko (No.2) [2012] 1 WLR 350 as to the inherent seriousness of a breach of a court order, and as to the likelihood that nothing other than a prison sentence will suffice to punish such a serious contempt of court. The length of that sentence will, of course, depend on all the circumstances of the case, but again we agree with the observations of Jackson LJ as to the length of sentence which may often be appropriate. Mr Underwood was correct to submit that the decision as to the length of sentence appropriate in a particular case must take into account that the maximum sentence is committal to prison for two years. However, because the maximum term is comparatively short, we do not think that the maximum can be reserved for the very worst sort of contempt

> which can be imagined. Rather, there will be a comparatively broad range of conduct which can fairly be regarded as falling within the most serious category and as therefore justifying a sentence at or near the maximum."

247. Applying these principles, I have no doubt that the instant case is one where the breaches of the court's orders by Mr. Lockett are of the most serious and substantial type, and as Mr. Gilmour realistically accepted, they plainly cross the threshold for the imposition of a custodial sentence.

248. The most serious breaches of the court's orders were those committed in early January 2019 in contravention of the order prohibiting the making of untrue and disparaging comments about Minstrell and its directors to third parties. I shall consider sanction for those breaches collectively. I do not consider that Mr. Lockett's breaches of those other parts of the orders which required the production of witnesses statements and affidavits are sufficiently serious by comparison to warrant separate consideration or sanction, and I shall therefore disregard them for the purposes of my determination of the sanction to impose.

249. The first, and obvious point to make is that Mr. Lockett chose to commit the breaches of the order by making disparaging comments about Minstrell and its directors to third parties in January 2019 entirely of his own volition and in a calculated attempt to dissuade Minstrell from pursuing its bankruptcy petition against him.

250. At least after 3 January 2019, Mr. Lockett also proceeded in full knowledge of the fact that he might be in acting breach of the court order and in the teeth of clear and forceful warnings to that effect that he had from Mr. Garry at Knights. Not only was he not deterred by those warnings but he exhibited a total disregard for the possibility that he might be breaching the court order. Indeed, he seemed to revel in that possibility, proclaiming defiantly that he was willing (as he put it) to "take my chances" and speculating about "how long my prison sentence will be".

251. This is therefore not a case in which a contemnor has little or no appreciation of the seriousness of breaching a court order. Mr. Lockett well understood those consequences, but was so blinded by his hatred of Minstrell and its directors that he simply did not care about compliance with such orders.

252. In addition, although I have no direct evidence of actual financial harm to Minstrell's business, Mr. Lockett's plain intention in falsifying and exaggerating his comments – as he repeatedly stated - was to damage Minstrell's business and the reputation of its directors, and ideally to put them out of business.

253. The conventional mitigating features to which I have referred are of limited application in this case. Mr. Lockett's admissions of breach justify some limited credit as indicated in the authorities, but they came very late at the start of the hearing before me. Minstrell was still put to considerable expense and trouble of proving the breaches up to that point. Mr. Lockett has also not in any sense cooperated to mitigate the consequences of his breaches, but has, as I have indicated, continued to make further comments designed to damage Minstrell and its directors even after the hearing before me.

254. As Mr. Gilmour has submitted on behalf of Mr. Lockett, there are, however, some unusual mitigating factors in this case which I can and do take into account in reducing the culpability of Mr. Lockett.

255. First, and for the reasons that I have explained, although they were wrongly misrepresented and exaggerated to achieve the illegitimate effect that he desired, some aspects of Mr. Lockett's posts and comments on social media about the business history of Minstrell and its directors were not entirely without underlying foundation.

256. It is also the case that after he commenced his campaign on social media, Mr. Lockett was subjected to a campaign of harassment and intimidation at the hands of one or more of Minstrell's employees which has gone unpunished.

257. I also have regard to the extraordinary and disgraceful behaviour of Mr. Pogmore in using Ms. Gregson's phone to impersonate her and provoke Mr. Lockett into sending text messages that were initially used against Mr. Lockett in this committal application. That was dishonest conduct which the directors of Minstrell were unwilling to criticise and appeared to condone.

258. Whilst these last two matters cannot excuse Mr. Lockett's own contempt for the court because he was unaware of them when he started his campaign in early January 2019, the subsequent discovery of those matters will have contributed to Mr. Lockett's overall sense of injustice, and may well have served to increase the stress and pressure on him. To that extent Mr. Lockett has already suffered some punishment, and I take the view that such matters allow me to reduce materially the sanction that I would otherwise have been minded to impose upon him.

259. I also have regard to, and give credit for, Mr. Lockett's previous good character.

260. In addition to the general desirability of avoiding a custodial sentence where that is possible, I have carefully considered an expert psychology report from a Dr. Anderson on Mr. Lockett's state of mental health and the effect that imprisonment may have on him. Dr. Anderson has assessed Mr. Lockett as meeting the criteria for generalised anxiety disorder with elevated depression and panic attacks, and he reports Mr. Lockett as having attempted self-harm. Dr. Anderson also expresses the opinion that Mr. Lockett suffers from post-traumatic stress disorder and has a severe fear of being harmed due to the threats of violence that he has received and the long-term process of his dispute with Minstrell. He advises that Mr. Lockett's condition may well deteriorate significantly if he were in prison.

261. These are concerning matters, but I am not persuaded that they are sufficiently severe or unusual that they cannot be addressed and that Mr. Lockett cannot be safeguarded by the authorities whilst in custody, even in these challenging times. They do not, in my judgment, come close to outweighing the need for a custodial sentence to mark the seriousness of the contempts in this case.

262. Moreover, as a result of Mr. Lockett continuing his long campaign by making further untrue and disparaging comments about Minstrell and its directors in his emails of 27 October 2020, even after I had explicitly warned him at the end of the evidential hearing that the injunction against making such comments remained in force, I regret that I am

driven to the conclusion that Mr. Lockett still has not "learned his lesson" (to use the words of Nicklin J in Oliver v Shaikh) or shown true remorse for his actions.

263. In light of his continued conduct I also cannot accept that Mr. Lockett was sincere in his apologies for his conduct during his evidence or in his repeated protestations that he would never do anything to disrespect the court. Even though Mr. Gilmour suggested that Mr. Lockett's most recent emails were the result of a threat to repossess Mr. Lockett's house, and that this was the last thing that Minstrell could do to him to prompt a reaction of the type that breached HHJ Eyre QCX's order in this case, having seen and heard the evidence I simply have no confidence whatever that this is right, or that the risk of Mr. Lockett committing future breaches of the order has diminished.

264. As a consequence, I must conclude that this is a case that is so serious that a fine is not appropriate and no other penalty than an immediate committal to prison is appropriate. This is not a case in which a suspended sentence would serve a rehabilitative purpose and I have no confidence whatever that any additional and more sweeping restrictions on Mr. Lockett of the type suggested by Mr. Gilmour as the condition for imposing a suspended sentence would be complied with, any more than was the more focussed injunction imposed by HHJ Eyre QC.

265. As I have indicated, I regard this case as involving contempt that is at the upper end of the range of sentences that are available to me, but I am able to reduce the length of sentence significantly to reflect the misconduct by way of harassment and falsification of charges of contempt that employees of Minstrell engaged in. I should also, but to a far more limited extent reduce the term of imprisonment to reflect Mr. Lockett's admissions at the start of the trial. I also take into account the fact that imprisonment in a time of the COVID pandemic is likely to be even more of a punishment and restrictive of liberty than normal.

266. Nevertheless the least sentence that I can pass which is consistent with the seriousness of the contempt in this case is one of twelve months imprisonment.

267. As I have indicated, my understanding is that Mr. Lockett will be entitled to automatic release at the end of half of that sentence. He also has an automatic right of appeal to the Court of Appeal.

COSTS AND CONSEQUENTIAL MATTERS

268. I was invited by both parties to put an end to the substantive underlying claim by Minstrell against Mr. Lockett by making a permanent injunction in the form of paragraph 4 of HHJ Eyre QC's order of 28 September 2018. That I shall do.

269. In relation to the costs of the contempt application, Mr. Budworth contended, and Mr. Gilmour accepted, that Minstrell had been the successful party and that the general rule would be that it should be entitled to its costs of the application against Mr. Lockett.

270. I will make a costs order in Minstrell's favour, but CPR 44.2 enables me to take into account the conduct of a party before as well as during the proceedings and the manner in which any particular allegations have been raised or pursued. In that respect I

consider that the costs recoverable by Minstrell should be substantially reduced to reflect the dishonest conduct that I found proven (on the civil standard) in relation to the manufacture by one of Minstrell's employees, Mr. Pogmore, of false evidence that was then relied upon by Minstrell to support some of its allegations of contempt against Mr. Lockett.

271. Further, and as I have indicated, when Mr. Lockett raised the point concerning Ms. Gregson's phone, Minstrell adduced additional evidence from Mr. Pogmore seeking to justify his conduct and maintain the relevant allegations of contempt. That evidence was in material respects untrue and did not give a candid account of what had occurred. The relevant counts of contempt were then not dropped by Minstrell until shortly before the trial. Whilst I did not make any findings as to whether the directors of Minstrell were aware of Mr. Pogmore's conduct prior to the point being raised by Mr. Lockett, I noted that they appeared to condone it.

272. That conduct on behalf of Minstrell is deserving of serious censure. In my judgment, the appropriate way to reflect that disapproval is to disallow 50% of the costs of the contempt application that Minstrell would otherwise recover on a detailed assessment.

273. I should also indicate that I intend to send the papers in this matter to the Greater Manchester Police and the Crown Prosecution Service for their consideration of whether any further action should be taken in light of the findings in this judgment.