



COURT OF MAGISTRATES (MALTA)

DR. RACHEL MONTEBELLO B.A. LL.D.
MAGISTRATE

Application Number : 256/2022 RM

Grace Borg

-Vs-

Peter Binder

Marvin Degiorgio

Today, 10th March 2025

The Court,

Having seen the Application filed by Grace Borg on the 24th November 2022 where it was premised:

“1. Nhar il-25 ta’ Ottubru 2022 u fil-gimghat u x-xhur ta’ qabel, ingurjaw lill-attriċi Grace Borg billi għamlu diversi dikjarazzjonijiet diffamatorji bil-fomm li jikkostitwixxu allegazzjonijiet inveritieri, foloz u malafamanti fil-konfront tal-istess attriċi stante li tali dikjarazzjonijiet kellhom biss l-iskop li jtellfu, jnaqqsu jew jagħmlu ħsara lir-reputazzjoni, gieh u kredibbilta’ tagħha, u dan kif sejjer jiġi pprovat u muri fil-mori ta’ dawn il-proċeduri;

2. *Senjatment, l-intimati Binder u Degiorgio xerrdu u/jew qegħdin ixxerdu l-kelma ingurjuża u diffamatorja ma' diversi individwi li l-attriċi, fil-kariga tagħha ta' Block Representative fi hdan 'Fort Cambridge Malta', qegħda tagħmel xi forma ta' qliegħ, arrikkiment u/jew profitt indebitu.*

Għaldaqstant, qiegħed bir-rispett jintalab lil dina l-Onorabbli Qorti sabiex, prevja kwalunkwe dikjarazzjoni oħra illi jidhrilha xierqa u/jew opportuna:

- i. Tiddikjara, fit-termini tal-Kap 579 tal-Liġijiet ta' Malta, tali allegazzjonijiet magħmula mill-intimati, jew min minnhom, fil-konfront tal-attriċi Grace Borg bħala ingurjużi u malafamanti stante illi kienu intiżi biss sabiex itellfu jew inaqqsu r-reputazzjoni, għeħ u kredibbilta' tagħha;*
- ii. Tikkundanna lill-istess intimati jħallsu lill-attriċi Grace Borg id-danni hekk likwidati minn din l-Onorabbli Qorti bħala kumpens a tenur tal-artikolu 9 tal-Kap. 579 tal-Liġijiet ta' Malta bħala danni morali flimkien ma' danni reali.*

Bl-ispejjeż kontra l-intimati li minn issa huma ngunti għas-subizzjoni."

Having seen the Reply filed by Peter Binder and Marvin Degiorgio on the 20th January 2023 where they raised the following pleas:

- 1. "Illi fuq linea preliminari jinghad li l-azzjoni attriċi hija waħda intempestiva stante li l-intimati lanqas biss huma konsapevoli ta' x'inhuma l-ilment tal-attriċi, u wisq anqas setghu jibbenifikaw mil-miżuri ta' mitigazzjoni kkomtemplati fl-Artikolu 11(2) tal-Kap 579 tal-Liġijiet ta' Malta.*
- 2. Illi wkoll fuq linea preliminari, l-attriċi għanda tindika b'mod preċiż x'inhuma d- dikjarazzjonijiet diffamatorji li allegatament saru fil-konfront tagħha u dan sabiex din l-Onorabbli Qorti tkun tista tiddeċiedi ai termini tal-Artikolu 10 tal-Kap 579 tal- Liġijiet ta' Malta jekk il-każ jistax jiġi deċiż permezz ta' medjazzjoni.*

3. *Illi wkoll fuq linea preliminari, jinkombi fuq l-attriċi li tindika x'inhu l-kliem li ntqal mill-intimati, jew minn minnhom, li bih l-attriċi hasset li giet inġurjata u mmalfamata, u fin-nuqqas li tagħmel dan l-avviż għandu jiġi miċhud fl-internita' tiegħu.*
4. *Illi mingħajr preġudizzju għas-suespost, jekk jirriżulta li ntqal diskors jew saret dikjarazzjoni mill-intimati jew minn minnhom, u li fih issemmiet l-attriċi, din saret waqt konversazzjoni privata u ċertament ma ntqalitx bl-intenzjoni li ssir ħsara lir-reputazzjoni tal-attriċi u wisq inqas b'malizja. Għaldaqstant, kif anke ser jirriżulta waqt is-smieġ tal-kawża, l-ebda komunikazzjoni li allegatament saret, ma setgħet holqot ħsara serja, jew tista potenzjalment tohloq ħsara serja lir-reputazzjoni tal-attriċi u għalhekk żgur li ma jistax jingħad li kien hemm malafama jew inġurja fil-konfront tal-attriċi ai termini ta' dak ikkontemplat fl-Artikolu 3(4) tal-Kap 579 tal-Liġijiet ta' Malta.*
5. *Illi mingħajr preġudizzju għas-suespost jekk jirriżulta li ntqal diskors jew saret dikjarazzjoni mill-intimati jew minn minnhom, u li fih issemmiet l-attriċi, dan id-diskors indubjament kien kumment ġust u aċċettabli dwar fatti sostanzjalment veri u dan kif ser jiġi ppruvat waqt is-smieġ tal-kawża.*
6. *Illi mingħajr preġudizzju għas-suespost jekk jirriżulta li ntqal diskors jew saret dikjarazzjoni mill-intimati jew minn minnhom, u li fih issemmiet l-attriċi, jinkombi fuq l-attriċi li tipprova kif giet ikkaġunata lilha ħsara serja lir-reputazzjoni tagħha, u dan ai termini tal-Artikolu 3(4) tal-Kap 579 tal-Liġijiet ta' Malta."*

Having seen that by virtue of a decree given during the hearing that took place on the 23rd January 2023, the parties were referred to mediation in terms of article 10 of the Media and Defamation Act;

Having seen that this referral was revoked by a subsequent decree given on the 26th June 2023 after the parties failed to reach an agreement and declared that there no

longer existed the likelihood that the action could be resolved by means of an agreement;

Having seen that the proceedings were ordered to be conducted in the English language by virtue of a decree dated 11th October 2023;

Having heard the parties declare that it was not necessary to have the acts that were filed in the Maltese language or the testimony that was heard and transcribed in the Maltese language, translated into the English language to form part of the record of the proceedings;

Having heard the testimony of the parties and their respective witnesses;

Having seen all documents and other evidence brought forward;

Having seen the note of submissions filed for claimant on the 22nd November 2024, as duly authorised;

Having seen the note of submissions filed for defendants by way of reply on the 26th February 2025;

Having seen all the acts of the proceedings;

Having considered;

That the Court would begin by pointing out that although the parties were involved in mediation proceedings and in negotiations with a view to reaching an amicable settlement, for over six months after the action was instituted, these negotiations ultimately failed with the result that the hearing of evidence in the case only commenced on the 11th October 2023.

This is an action for defamation based on slander. Slander which, according to the plaintiff's request in the Application, occurred on the 25th October 2022 and on other previous occasions by means of false defamatory declarations made verbally by the defendants in the sense that plaintiff enriched herself and made unjustified gains in her capacity as one of the Block Representatives of Fort Cambridge.

At the outset, it must be observed that in an action for defamation, it is expected that the aggrieved person expressly identifies in the Application commencing proceedings, the precise words or statements complained of and, specifically in an action for slander as opposed to libel, and where possible, the date and place where such slander took place, in order that the defendant may be in a position to understand the precise words or statements which are being impugned as slanderous and consequently, may adequately defend himself against the action by raising all relevant pleas in the Reply. This is indeed the thrust of the first three pleas raised in defendants' Reply.

However, the Court does not agree that the failure to identify the spoken words that constitute slander, and the precise indication of the occasion in which they were published, in the Application, necessarily means that the action must fail and in any event, defendants did not raise a plea of nullity of the relative judicial act. It would also result in this case that the slanderous statements were eventually identified by the plaintiff in her testimony, at which juncture, the defendants evidently considered that the action was sufficiently defended by the pleas already raised in their Reply.

Moreover, in view of the fact that the parties were ordered to participate in a mediation process and in any event, the provisions of subarticle (2) of article 11 of the Media and Defamation Act clearly are inapplicable in an action for slander in view of the provisions of article 9 of the same Act, defendants' first two pleas in the Reply must be rejected.

As would result from claimant's testimony, she claims to have been aggrieved by the statement made by defendant Peter Binder to Anthony Demajo during a reception

some time in October 2022, and in the presence of a certain William Bazz, on the lines that she was pocketing money in her role as Block Representative.

Grace Borg explained in her testimony that she resides in Block East 3, one of the ten apartment blocks that comprise the Fort Cambridge complex. She explained that after she purchased her apartment in 2019 or 2020, she had been elected as Block Representative of Block East 3, defeating defendant Peter Binder who resides in the same Block and who was the only other contender for the role. After serving in that role for some time, she was asked to also serve as Block Representative of the common parts of the Fort Cambridge complex and Block South 2.

She explained that as Block Administrator she would follow up matters with the administrators of the condominium, attend meetings with other Block Representatives and also participate in the administration in order to safeguard the interests of the owners of the apartments in the respective Blocks. She explained that although the payments of the owners' contributions for the upkeep of the common parts would be collected and managed by the administrator, who also required the owners' prior approval in respect of certain expenditure, she had not agreed with this system because the administrators did not always seek such approval. She had therefore suggested that the contributions paid by the condomini would be administered by a financial controller who would have absolute control over the funds and also be accountable to the owners instead of the administrator. This suggestion was opposed by defendant Peter Binder, who always opposed all suggestions that she would make and opinions that she would express in her role as Block Representative: she felt that this attitude was due to her gender as well as the fact she had, by being elected in his stead, ousted him from the role which he had occupied for several years previously.

Plaintiff testified that Anthony Demajo informed her that when he met Peter Binder at a reception in October 2022, he had made allegations in her regard, in the presence also of another Fort Cambridge apartment owner, to the effect that she was pocketing money to the detriment of the owners of Fort Cambridge (“... *li jiena qed nippocketja*

xi flus ...”). She stated that some time after having been informed of Peter Binder’s declaration, an unknown person who passed by the office of the Block Representatives in the garage complex, upon being told that the clerk was not there to help him, told her and the other Block representatives who were present “*mhux intom tiehdu l-flus*”. Barbara Coats, another resident of Fort Cambridge, also came to tell her that a representative of the administrators Electrofix Limited had insinuated that she was pocketing money.

She claimed that Peter Binder’s statement to Anthony Demajo leaves no room for doubt that she was being accused of pocketing money to the detriment of the apartment owners of Fort Cambridge and she felt further aggrieved because Peter Binder slandered her to Anthony Demajo, a serious person who she respects.

Mario Abela who testified as a witness for plaintiff, stated that when Grace Borg was elected as Block Representative of Block East 3, she had ousted Peter Binder from the role and this appears to have bothered him. Subsequently, a day prior to the 2021 annual general meeting, Peter Binder, who was the Block Representative of Block East 2, sent an email to all the owners of the apartments in Block East 2, including himself, where he insinuated that the handful of owners who wanted to self-administer the complex as a private association in lieu of engaging an established condominium administration company as was the norm – a proposal which he clearly disagreed with – was spearheaded by Grace Borg. Peter Binder also suggested in the email that Mario Abela himself, who he outed as intending to fulfil a function in the proposed self-administration project, intended to be paid for this role. Mario Abela confirmed in his testimony that he never asked to be paid for his role as substitute Block representative and that Grace Borg never suggested that any payment is received for any administrative work carried out for the benefit of the complex. He also testified that a person had once asked him after Grace Borg, angrily requested a receipt for the money he had paid and claimed that the prices are steep because he heard that the Block Representatives were taking the money.

Anthony Demajo, the main witness in this defamation suit as the person to whom the allegedly slanderous statement was made, testified that on the 20th October 2022 he was attending a function at the Xara Lodge and he met Peter Binder who resides in the same block as himself (Block East 3). Peter Binder was with Walter Waas who also resides at Fort Cambridge but in a separate Block. They were discussing items regarding the running of Fort Cambridge by the administrator, when Binder told him that Marvin Degiorgio had told him that Grace Borg had requested money from the administrator, however the purpose for which she had allegedly requested this money was not explained to him. The witness declared that he was taken aback by this assertion, but in his opinion this was not “*a true or correct statement*” and appeared to him to be “*far-fetched*”. A couple of weeks later he decided to inform Grace Borg of this incident.

Tony Psaila, in his testimony, described the plaintiff as the motor who keeps Fort Cambridge together, by taking a personal interest in the running of the complex. He stated that while no one ever told him personally that Grace Borg expected payment for her work in the administration of the Block, he deems such an assertion to be totally unfounded since he knows that this is not within her character. He also stated that the defendant, Peter Binder, became antagonistic towards Grace Borg when she was elected as Block representative thus ousting him from a role he had previously occupied for several years.

Barbara Coals testified that a few months after the administrator Electrofix Limited was appointed in 2023, an employee of the administrator approached her and told her that “*there are problems because Grace Borg wanted money*” for helping out as a Block representative, however she was not told how this allegation had come to his knowledge. She confirmed that in general, persons who serve as Block representatives, a role which she also occupied herself, never got paid for their services.

Defendant Marvin Degiorgio, who was employed with Electrofix Limited, the administrator of the condominium Fort Cambridge, confirmed in his testimony that the plaintiff played a very active role in the day-to-day administration of the entire complex, especially during the period following the resignation of the previous administrator and prior to Electrofix Limited's appointment in 2022, when the complex was being self-administered. He also described the plaintiff as interfering excessively in matters relating to administration of the condominium to the extent that when he came to resign from his employment with Electrofix Limited, she had approached him in order to explain that following his resignation it would be necessary that she guides the administrator's employees and helps them out in the administration of the condominium. However, he excluded that she discussed or mentioned payment. He informed the director of Electrofix Limited of this conversation and he also informed Peter Binder during a meeting held in connection with the administrator's services, of Grace Borg's interest in running the complex. He confirmed that Grace Borg used to offer her services to help out in the running of the condominium on an almost-daily basis.

Defendant Peter Binder testified that he had for several years acted as a Block representative or a substitute Block representative on a *pro-bono* basis out of a genuine concern for the proper administration of the entire complex and welfare of all residents. He always enjoyed a professional and courteous relationship with the various other Block representatives until Grace Borg began to involve herself in the administration of the condominium, causing disputes among the Block representatives and with the administrators. He confirmed that during the meeting which took place on the 5th September 2022 at the offices of the administrator Electrofix Limited, in connection with the upcoming annual general meetings of the complex, Marvin Degiorgio informed him and Deborah Schembri, who was also present, that Grace Borg had offered her services in the administration of Fort Cambridge in view of what she perceived to be poor services on the part of the administrator. Although he could not recall specifically whether Marvin Degiorgio had told them that Grace Borg wanted to be remunerated for these services, it was the understanding of all present at

the meeting that she expected payment. He stated that in the context of the extent of Grace Borg's attempts to be involved in the administration of the complex, which had created a serious administrative concern, this understanding was obvious.

He confirmed that following this meeting, he had met Anthony Demajo at a function on October 20th, 2022, where they discussed the idea that some of the Block representatives form an association in order to administer the Fort Cambridge complex, and he suggested to Anthony Demajo that he contacts Grace Borg since she had already offered her services to the current administrator,, however he did not expressly tell Anthony Demajo that she wanted to be remunerated for her services.

Defendant denied that he repeated what he had been told by Marvin Degiorgio during the meeting of the 5th September 2022, to anyone other than Anthony Demajo, and he expressly refuted making any such statements to Barbara Coates, Mario Abela or Tony Psaila. While he also refuted that the statement made to Anthony Demajo was in any manner defamatory, he insisted that in making such a statement he acted responsibly and in good faith by keeping a fellow resident informed of matters that were of common concern to them and never repeated such statements to third parties or participated in their dissemination.

Having considered;

The Court must begin by determining the the precise words that were spoken by defendants, before proceeding to determine the meaning of the impugned statement in order to assess whether this contains a defamatory meaning. While claimant in her testimony maintained that she feels aggrieved by the statement allegedly made by defendant Binder to Anthony Demajo in the presence of Walter Waas, the statement which she claims to be slanderous differs substantially from that which the said Anthony Demajo, the direct recipient of the statement, testified to have heard spoken by defendant Binder. Grace Borg.

While claimant maintains that defendant uttered words to the effect that she was pocketing money to the detriment of the condomini, this assertion is not supported by the evidence: Anthony Demajo, the direct addressee of the allegedly defamatory statement, confirmed that Peter Binder's words were simply that according to Marvin Degiorgio, **Grace Borg had requested money from the administrator.** He confirmed that he was not told for what purpose she had allegedly requested payment from the administrator. Marvin Degiorgio himself, while affirming that he informed Peter Binder of Grace Borg's interest in helping out the administrator in the running of the Fort Cambridge complex, excluded that she discussed or mentioned payment, and the Court is inclined to accept this version of events given that defendant Binder declared that he could not recall whether Marvin Degiorgio had expressly informed him that Grace Borg had requested payment for her services, but that this implication was obvious in the circumstances given her insistence in involving herself to a greater extent in the running of the condominium.

Consequently, since it has not been satisfactorily proved that defendant Marvin Degiorgio made or published the statement impugned by claimant as defamatory in her regard – on the contrary, he excluded that he Grace Borg ever mentioned payment and that he never published any statement this this regard - the demand in the application cannot be upheld with regard to defendant Marvin Degiorgio.

From his end, Peter Binder denies that he had expressly told Anthony Demajo that Grace Borg's offer to help in the administration of the complex was against payment, and he maintained that he merely suggested that Anthony Demajo contacts Grace Borg who had also expressed her interest in offering administration services. However the Court, after having considered that it is undisputed from the evidence that the claimant in her role as Block representative was not only very active in matters relating to the administration of the condominium and was also seeking to introduce a more efficient and accountable system of administration at the time, but had also offered to actively help out the administrator in the running of the complex, and bearing in mind that according to Peter Binder, it was obvious in these

circumstances that such services would be offered against payment, deems that Anthony Demajo's version, which was not opposed by means of cross-examination, must be credited on the preponderance of the evidence as being the more likely version than that of the defendant, and shall therefore be given due weight.

Consequently, it has been satisfactorily proved that the verbal statement made by defendant Peter Binder to Anthony Demajo was to the effect that claimant had offered her services to the administrator of the condominium and had requested payment for such services, as opposed to claimant's assertion that defendant stated that she was pocketing money to the detriment of the condomini of Fort Cambridge complex¹.

Having considered;

It is undisputed that claimant instituted this action on the basis of the statement that Anthony Demajo conveyed to her, as having been uttered by defendant Peter Binder and consequently, since it does not result that the allegedly defamatory statement was reduced to writing or was read out from a script, the spoken statement being impugned in this action must be examined in terms of an action for slander.

The action for slander is concerned with the publication of defamatory matter by word of mouth. Slander is defined expressly in terms of article 2 of the Act as defamation by spoken statements uttered with malice. It therefore follows that in addition to the element of publication, the spoken words or gestures must be shown to be defamatory and also uttered with malice.

The Court would begin by pointing out that the element of publication in this case is satisfied since it is established that the allegedly defamatory words were spoken by defendant Peter Binder in the presence of two persons not including the claimant, and

¹ This also means that defendants' third plea, as raised in their Reply, has thus been overcome.

were also disseminated to at least one other person². This is sufficient to show that the spoken words were disseminated³, although a limited publication might not satisfy the requirement of serious harm caused or likely to be caused to the claimant's reputation.

Having established the spoken words that are being impugned as slander, were published, the Court must now establish whether the meaning conveyed by those spoken words is defamatory.

As far as the defamatory element is concerned, the Media and Defamation Act defines "defamation" as the communication of a statement that seriously harms the reputation of a person and includes libel and slander. In fact, article 3(4) of the Act provides that statements are not defamatory unless they cause serious harm or are likely to seriously harm the reputation of the specific person or persons making the claim.

Consequently, it is not sufficient that the uttered statement is shown to be false or untrue of the claimant: following the enactment of the Media and Defamation Act (Act XXXI of 2018), in order that an action for defamation may succeed, the claimant must show that the words have caused or are likely to cause serious harm to his or her reputation. The introduction of this new requirement, which is a *verbatim* reproduction of the requirement introduced in s. 1(1) of the Defamation Act, UK (2013), has been authoritatively interpreted to mean that the defamatory character of a statement must be established not only by showing that the ordinary and natural meaning of the words contains an inherent tendency to cause serious harm to the claimant's reputation, but also that the words factually had an impact of serious harm.

In the landmark judgement of the Supreme Court in **Bruno Lachaux v. Independent Print Ltd.** it was held:

² Barbara Coates.

³ Article 2 of the Media and Defamation Act.

*“... section 1 necessarily means that a statement which would previously have been regarded as defamatory, because of its inherent tendency to cause some harm to reputation, is not to be so regarded unless it “has caused or is likely to cause” harm which is “serious”. The reference to a situation where the statement “has caused” serious harm is to the consequences of the publication, and not the publication itself. It points to some historic harm, which is shown to have actually occurred. This is a proposition of fact which can be established only by reference to the impact which the statement is shown actually to have had. It depends on a combination of the inherent tendency of the words and their actual impact on those to whom they were communicated. The same must be true of the reference to harm which is “likely” to be caused.*⁴

According to Duncan and Neil, ‘On Defamation’, *“there is, therefore, a two-stage process to determine whether a publication is ‘defamatory’ of a claimant. ... This involves ascertaining what meaning(s) the statement conveys and whether, in that meaning (or meanings), it has a defamatory tendency. A claim may fail at this stage. Secondly, it is necessary to determine whether publication of the statement has caused or is likely to cause, serious harm to the claimant’s reputation. ... ”*⁵

As for the meaning of the impugned words, this must be shown to be defamatory or have a defamatory tendency in the notional understanding of the ordinary, reasonable person with reference to the social standards and attitudes of society generally, that is, the meaning must at the very least, be capable of causing serious harm to the claimant’s reputation such that it would: *“... imply some moral disparagement of the person which tends to lower the plaintiff in the estimation of reasonable people”*⁶ or

⁴ Para. 14 **Bruno Lachaux v. Independent Print Ltd et.**

⁵ Page 34 4.08. In Gatley’s words:- *“Whether the threshold of serious has been met is a multifactorial question, that ... will require the court to consider matters such as **the nature and the inherent gravity of the allegation**, whether the publication was oral or written, the status and the number of publishees and **whether the allegations were believed**, the status of the publisher and whether this makes it more likely that the allegation will be believed and the transience of the publication.”* - Gatley on Libel and Slander (2013 Ed.) 2.4, pg. 39 (this Court’s emphasis).

⁶ Collins, On Defamation (2014 Ed.), 6.21, pg. 120.

substantially affect “... *in an adverse manner the attitude of other people toward the person*”⁷.

Applying these principles to the impugned statement or words uttered by defendant Peter Binder, that is, that claimant Grace Borg expected or requested that she is remunerated for the administration services that she offered to carry out, the Court cannot identify any defamatory meaning that would cause or would be likely to cause harm to her reputation let alone serious harm. Indeed the implication of a request for payment for services rendered is not only not defamatory but also a basic legal presumption enshrined in the principle *omnia labor optat premium*. The suggestion or statement that the claimant expected to be remunerated for the services and involvement she had offered in the context of the administration of the condominium – which the Court understood to go beyond her role as a Block representative - no matter how abhorrent or embarrassing the idea of requesting payment might be to claimant herself in her circumstances, or how offensive it might be to other persons who acted as Block representatives and never expected, requested or received payment for their work in such role, could never be deemed to have a defamatory meaning or convey a defamatory imputation.

This is so even because the statement that claimant wanted to be paid for administration services does not constitute by any stretch of the imagination an attack on the moral character of the claimant or imply some disparagement of her conduct and above all, such a statement does not impute any illegal, immoral or dishonest conduct on her part which would undermine her integrity or seriously obscure her esteem in the eyes of the public at large.

Collins explains that defamatory statements are those that impute that the claimant is, because of a particular conduct⁸:

⁷ Collins, *ibid.* 6.23. See also: **Berkhoff v Burchill** (2010) EWHC, 1414 (QB).

⁸ 6.10 p. 117.

*“dishonest or a fraud, a hypocrite, dishonourable, immoral, or actuated by some improper motive, insolvent or unwilling to pay debts or incompetent or otherwise unfit for some role.”*⁹

According to Gatley:-

*“It has been held defamatory to write of someone that he has been guilty of oppressive, intolerant, insulting, reprehensible, threatening or unbrotherly conduct, or of a breach of duty or that his actions are motivated by revenge when he asserts other motives, or that he is a ‘heartless, rude bastard’; or to impute ‘any dishonourable conduct to another though not involving a breach of positive law.’”*¹⁰

While it is true that one of the basic principles of defamation law is the presumption of falsity of the impugned statement, it is essential to underline that, contrary to the argument made for claimant in the note of submissions, a false statement is not also necessarily defamatory. As already pointed out earlier, the Media and Defamation Act has introduced the requirement that a statement in order to be deemed defamatory, must be shown that the statement, which is presumed to be false, has caused or is likely to cause serious harm to the claimant’s reputation.

Having excluded that defendant Binder said or implied that claimant pocketed money to the detriment of the condominium of Fort Cambridge, and having established that the words complained of conveyed that claimant expected or requested the administrator of the complex to pay her for providing the administration services that she offered, the Court finds that claimant failed to prove that the words uttered by defendant bear an inherently defamatory meaning and consequently, the words cannot be deemed to be slanderous.

⁹ In the case **Sim v. Stretch** - 1936, 2 All England Law Reports, 1237 (House of Lords, per Lord Atkin) – it was held that in order to establish whether the impugned statement bears a defamatory imputation, one must gauge whether *“the words tend to lower the plaintiff in the estimation of right-thinking members of society generally”*.

¹⁰ Gatley *ibid.* – 2.28. page 66.

Incidentally, it would also be pertinent to point out, for completeness's sake, that claimant also failed to satisfy the second limb of the requirement of serious harm to claimant's reputation, since it is evident that the words were uttered in the presence of only two persons, and while it was shown that these words also eventually reached at least one other person, it does not result that the dissemination was widespread enough to satisfy the threshold of serious harm, as opposed to any other lesser level of harm.

Skont Gatley:-

“However, where the publication is to a small number of people, any claim risks being struck out as an abuse of process ... a claimant will have to establish that the statement complained of has caused, or is likely to cause, serious harm to his reputation which may be difficult where the publication is limited ... the scale of publication will of course affect the damages.”¹¹

Although in cases of limited publication or dissemination of a defamatory statement, the requirement of serious reputational harm would generally not be met, it is accepted that in cases where the allegation in respect of the claimant is particularly grave, or in view of the particular nature of the audience, or where the publishees form part of a particular class of persons, even a limited or restricted publication might be capable of causing serious harm to claimant's reputation.

On these lines, Gatley comments as follows:-

“It is not difficult to conceive of claims for slanders or libels with limited circulation which would cause the claimant great embarrassment or distress or which might blight his financial prospects.”¹²

¹¹ *Ibid.* 6.2 p. 189.

¹² Gatley: *ibid.*- 6.2 p. 191.

However, given that according to defendant, the Fort Cambridge complex comprises no less than 350 apartments, over 700 parking spaces and various establishments, publication to two persons and subsequent percolation to another couple of persons could not possibly produce an impact of serious reputational harm. Indeed, it must be pointed out that in any event, it was not shown that the impugned statement had any factual negative impact on the claimant's reputation, since both Tony Psaila and Anthony Demajo maintained that any suggestion that Grace Borg would want to get paid for administration services rendered to the Block is, in so far as she is concerned, unfounded, far-fetched and out-of-character. The testimony of claimant herself and Mario Abela that unknown persons passed negative comments to the effect that the Block representative were being paid, cannot be given any significant weight, when these persons were not identified let alone brought to testify. This means that claimant failed to show that the statement generated any amount of derogatory comments about her and consequently also excludes that her reputation was impacted negatively or suffered serious harm by the allegation made by Peter Binder which, as already established, does not in its ordinary and natural sense bear a defamatory meaning which has an inherent tendency to cause harm, less so is the allegation a grave one.

Having considered finally that while claimant ultimately appears¹³ not to have insisted on or pursued the claim in respect of Marvin Degriogio who, in any event does not result to have uttered any spoken statement which she considered to be defamatory¹⁴, she failed to prove that the words spoken by defendant Peter Binder satisfies the requirements of a defamatory statement, and consequently the action for defamation by slander cannot succeed.

For these reasons, the Court, while rejecting the first and second preliminary pleas raised in the defendants' Reply but acceding to the fourth and sixth pleas

¹³ See plaintiff's note of submissions.

¹⁴ Vide note of submissions filed for claimant on the 22nd November 2014.

only in so far as these are in line with the above conclusions, rejects the demands made by Grace Borg in the Application, with costs.

DR. RACHEL MONTEBELLO
MAGISTRATE.