Neutral Citation Number: [2026] EWHC 1932 (Admin)

Case No: AC-2024-LON-002644

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
ADMINISTRATIVE COURT
SITTING IN LONDON

Tuesday, 28th July 2026

Before:
FORDHAM J

- -

Between:

THE KING (on the application of (1) WILD JUSTICE (2) BADGER TRUST)	**Claimants**
- and –	
NATURAL ENGLAND	**Defendant**
- and –	
SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (No.3)	**Interested Party**

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David Wolfe KC and **Barney McCay** (instructed by **Leigh Day**) for the **Second Claimant**
Charles Streeten (instructed by **GLD**) for the **Interested Party**

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Written submissions: 14.7.26 and 16.7.26
Determination on the Papers

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Approved Judgment

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FORDHAM J

This judgment was handed down at 10am on 28 July 2026, by circulation to the parties and uploading to the National Archives.

FORDHAM J:

Introduction

1. This is another case about the "vital distinction between a Court Embargo and a Journalism Embargo": see R (Glaister) v Assistant Coroner for North Wales [2025] EWHC 1018 (Admin) [2025] ACD 89 at §§1, 5. I have embarked on the Court's "dual enquiry" (a) into the facts and circumstances, to decide whether there has been any breach of the Court Embargo and (b) to answer the contempt questions posed by CPR 81.6(1) (Glaister §5). Both Badger Trust and the Secretary of State have filed measured and helpful written submissions. Natural England adopted the Secretary of State's submissions. It has not been necessary for Wild Justice to participate. I record that Badger Trust has agreed to pay the £900 costs of preparation of the Secretary of State's written submissions.

2. The upshot is this. As is recognised by Badger Trust and the Secretary of State, there has been a breach of the Court Embargo in this case. The breach is significant. This "narrative judgment making clear what has gone wrong" (Glaister §§5, 34) is the necessary response, but also the appropriate and proportionate response. It is rightly common ground, in light of the circumstances which have been investigated and the evidence which has been provided, that no question arises of any contempt of court (Glaister §37).

Getting the Message Across

3. I started by saying this is "another" case. That is because in Match Group LLC v Muzmatch [2022] EWHC 1023 (IPEC), and again in R (Kinsey) v Lewisham LBC [2022] EWHC 2723 (Admin), and then again in Glaister, there was "embargoed" disclosure to journalists, ahead of the hand-down of a Confidential Embargoed Draft Judgment (CEDJ), in clear breach of the Court Embargo (see Glaister §§19-20). Now it has happened again, in the present case. It is a "big mistake" (Glaister §17). The Court Embargo is fundamentally different from a Journalism Embargo (Glaister §15). This is a vital message. To promote getting it across, I will pause to say once again:

> **THE COURT EMBARGO IS FUNDAMENTALLY DIFFERENT FROM A JOURNALISM EMBARGO.**

The Claimants' Solicitors

4. Before turning to the breach, it is right to record that the Claimants' solicitors, Leigh Day & Co (LDC), have acted with complete propriety. Nor is there any question of any impropriety by the Claimants' Counsel. **First**, LDC and Counsel had received the CEDJ at 1005 on 18.6.26, following the hearing on 16.6.26, scheduled for hand-down at 1000 on 26.6.26. It was LDC's responsibility to communicate the CEDJ to the Claimants. And when the CEDJ was duly circulated to the Claimants by LDC's Senior Environmental Solicitor, Carol Day (at 1058 on 18.6.26), the Court Embargo was clearly communicated in Ms Day's email. She wrote:

> ***Please note that this draft is confidential to the parties and their legal representatives. Neither the draft itself nor its substance may be disclosed to any other person or used in the public domain. The parties must take all reasonable steps to ensure that its confidentiality is preserved. No action is to be taken (other than internally) in response to the draft before judgment has been***

> ***formally pronounced in open court. A breach of any of these obligations may be treated as contempt of court.***

5. **Second**, LDC rightly ensured that members of its own press office had no involvement in the preparation of any draft press release by the Claimants, in circumstances where LDC's press office were not appropriate recipients of the CEDJ or its substance. **Third**, when Wild Justice circulated a draft press release for use on the hand-down day, but which bore the words "embargoed until 10am on 26 June 2026", LDC Partner Ricardo Gama immediately spotted a red flag. He promptly sent an email (at 1207 on 25.6.26) giving this clear advice:

> ***In the PR, where it says embargoed until 10am on 26 June, it's important that the PR is not sent to journalists, even under embargo, until we have confirmation that judgment has been handed down. That may be after 10am.***

6. **Fourth**, the breach came to LDC's attention because Mr Gama scrolled down in the text of an email into which he was only cc'd (at 1402 on 26.6.26) by Rosie Wood, the Chair of Badger Trust. The email chain showed him that Nigel Palmer, the CEO of Badger Trust had sent the press release to 85 members of the press at 0926 on 26.6.26, ahead of the 10am hand-down and ahead of receipt of the finalised judgment. **Fifth**, Mr Gama acted with urgency. He telephoned Ms Wood, emailed Leading Counsel (at 1417), emailed Badger Trust with clear advice as to necessary investigative and remedial steps including promptly contacting all of the journalist recipients (at 1428), and contacted my clerk to report the breach (at 1437) and assure the Court that it was being urgently investigated. All of these steps were taken by him within the space of 35 minutes of being cc'd into the email. This was swift proactive action. Prompt and candid updates to the Court followed. **Sixth**, this prompt and proactive response discharged the important duty which arises, promptly to inform the Court, irrespective of whether the breach has come to anyone's else's attention. See Glaister §7, citing Public Institution for Social Security v Banque Pictet [2022] EWCA Civ 368 at §18iii: "Any breach of an embargo must be drawn to the court's attention as soon as it is identified". It is right that the Court should recognise, and record, when this duty has been discharged as it was in this case.

The Breach within Badger Trust

7. The breach of the Court Embargo within Badger Trust occurred at 0926 on 26.6.26. It happened because there was a particular division of responsibility between Ms Wood and Mr Palmer, and because of a miscommunication between the two of them. It has been fully and candidly explained in a breach report and in witness statement evidence. All relevant contemporaneous documents have been disclosed. I accept the explanation.

    i) From Mr Palmer's perspective, he was dealing with a press release drafted by Wild Justice. He did not have the CEDJ. He was not a recipient of Ms Day's email or Mr Gama's advice. He had a conversation with Ms Wood (at 1405 on 25.6.26) in which they discussed using a 12 noon embargo for 26.6.26 for the press-release, ie. two hours after the hand-down. Mr Palmer sent the press-release with the 12 noon Journalism Embargo, but he sent it at 0926 on 26.6.26. That was the breach. Mr Palmer was not, however, aware of the obligation that his action breached.

    ii) From Ms Wood's perspective, she had no idea that Mr Palmer would take that step ahead of 10am, or that he had done so. The 12 noon embargo was not in itself a red flag, because 12 noon was two hours after hand-down at 1000. After the finalised

judgment was released (at 1005 on 26.6.26) she forwarded some additional wording to Mr Palmer for inclusion in the press release ahead of its release on 12 noon. This wording arose because the finalised handed-down judgment had dealt with a contested consequential issues. There were then exchanges between Ms Wood and Mr Palmer about when Mr Palmer would "press the button".

iii) Ms Wood has creditably, and promptly, taken full responsibility for what happened leading to the breach. She was not aware of the breach or the facts which constituted the breach. But she recognised it immediately as a breach, as soon as it came to light, after Mr Gama scrolled down the email chain and alerted her. I have seen the apology which Ms Wood immediately gave to LDC at the time (at 1423 on 26.6.26). She repeated her apology, as an apology to the Court, in her breach report for the Court (29.6.26). And again in her witness statement (8.7.26). I accept the apology.

iv) Ms Wood recognises that, given that Mr Palmer had not seen the CEDJ or the emails referring to the Court Embargo, she ought to have been clearer in the conversation on 25.6.26 with Mr Palmer about the timing of the sending of the press release to the press. The miscommunication lay in whether the press were to have the press release ahead of 12 noon and, if so, the importance of the prohibition on the press having it before the handed-down finalised judgment had been received, at or after 1000. I can see the combination of features which created the problem. It was human error. I will not castigate it through the prism of hindsight.

A Practical Suggestion

8. Ms Day has told me that LDC has given consideration to the lessons to be learned from this further example of confusion between the Court Embargo and a Journalism Embargo. Her witness statement sets out the following commendable suggestion:

> ***[In] communications with clients in the run-up to, and on circulating, draft judgments. In addition to a verbal and written explanation [see §4 above] it would be prudent to specifically explain the meaning of a legal embargo and how it differs from a press embargo… Although we took steps to make that clear in this case [see §5 above], we think it would be a sensible course of action to apply more generally and a point that could be made more than once. We also think it would be helpful to discuss and clarify with clients the members of the "group" that will be informed about the draft judgment after the hearing … to establish and record that group in advance. That could help avoid a situation in which, as here, a key member of staff is issuing the press release, but has not been involved in the discussions running up to the formal hand-down of the judgment.***

9. Practical steps to communicate what the Court does and does not mean when it speaks of an "embargo" are an important initiative, given the very different way in which that concept is used in press releases more generally. It is important to maximise the efforts to curtail what has been a recurring problem about what the Court Embargo is and is not.

Reiteration

10. No party with whom a CEDJ has been shared by the Court is permitted to alert – or communicate their position on – the outcome or content of an upcoming judgment, to the press or anyone else. No communication of that nature is permissible ahead of receipt of finalised handed-down judgment. It is a breach of a duty imposed by the Court and owed

to the Court. It is significant. It can also be a contempt of court. The Court will always investigate it fully, and treat it very seriously.