Master of the Rolls Geoffrey Vos exposed cheating justice



We expose serious judicial fraud, dishonesty and misconduct by the now Master of the Rolls, head of civil justice, Sir Geoffrey Vos when he was Chancellor of the High Court of Chancery.

The <u>Master of the Rolls</u>, Sir Geoffrey Vos (Geoffrey Charles Vos – D.O.B 22 April 1955) is the second most senior judge in England and Wales, after the Lady Chief Justice.

The Master of the Rolls is also president of the Court of Appeal's Civil Division, overseeing the work of the civil courts and presiding over complex civil cases. Sir Geoffrey Vos has held the position since January 2021.

Ask yourselves after reading this article why is he still there?



One of the most important functions of a judge is to ensure that individuals are dealt with properly by the state, and we judges should therefore be prepared, indeed eager, for the judiciary to be held at least to the same high standards as, and I would suggest higher standards than, the executive.

Lord Neuberger - Former President of the Supreme Court

Sir Geoffrey Vos was Chancellor of the High Court when he is alleged to have concealed fraud and serious misconduct by the Insolvency Registrars, now known as 'ICCJs (insolvency & companies court judges).

Mr Millinder a wind farm developer was defrauded of over £10 million after Middlesbrough FC refused the turbine's connection, preventing the developer from 'constructing, connecting to the grid and operating' what was to be 'Europe's first wind powered football stadium'. In March 2022, this Firm acquired the case and part of the investigatory firm of Mr Millinder.

After defeating contracts, the Club demanded payment for rent and energy supply when contractually no rent or energy supply was due, even if they did not refuse the connection on 30 April 2015.

That was the alleged fraud Mr Millinder and his companies came to court to resolve.

It was about the completed contractual terms that determined no money was ever owed. When the case came to Court, the judges fraudulently failed to administer the law.

Mr Millinder and EW were forced to resort to litigation

The Club had thrown away over £750,000 invested in EW, only for them to refuse the connection when it became time to implement, leaving Mr Millinder and EW with huge losses, damages to business reputation and no wind turbine.

On 29 June 2015, 4-days after being blackmailed by the Club, Mr Millinder assigned absolutely, the funds invested in the venture (EW) to Earth Energy Investments LLP ('EEI') so that both EW and EEI had claims against the Club arising through defeating the Club's acts in defeating the contractual purpose and breaching the deeds.

The legal framework – Insolvency law was bypassed to defraud EW and EEI creditors

The EW claim: On 19 August 2015, when the Club forfeited, EW's claim was the net revenue it was guaranteed to have received but for the Club refusing the connection on 30 April 2015. The EW claim against the Club was then circa £9.2 million net.

The EEI claim: On 6 January 2017 EEI served the Club a statutory demand based on the assigned investment in the sum of £530,000 GBP (plus commercial rate interest).

Those are the quantified liquidated claims against the Club that law required be set off against the Club's claims after the Club sought to claim against EW and EEI. That is the statutory process, the rights granted by the law, that Mr Millinder was dishonesty deprived of, by the Judges themselves, who then concealed their own fraud.

Middlesbrough Football Club fraudulently claimed to be creditors of EW

On 15 August 2016, after an insolvency process was commenced by HMRC consequential of the Club defeating EW's sole trading interest, the Club instructed Ulick Staunton of Radcliffe Chambers, who is closely affiliated with many of the Insolvency Registrars (High Court Masters).

Mr Staunton presented the Club's notice of intention to appear claim in the sum of £256,269.89 falsely claiming in Court to be creditors.

On 9 September 2016 Lupton Fawcett LLP, solicitors for EW sent the hearing bundle to the Court containing EW's quantified claim against the Club exceeding £10 million GBP.

Chief Registrar Baister, who had the EW quantified set of claim in his hand, fraudulently abused his position by failing to administer the law. The applicable law is this:

14.25 Insolvency Rules 2016:

- "(1) This rule applies in a winding up where, before the company goes into liquidation, there have been mutual dealings between the company and a creditor of the company proving or claiming to prove for a debt in the liquidation.
- (2) An account must be taken of what is due from the company and the creditor to each other in respect of their mutual dealings and the sums due from the one must be set off against the sums due from the other.
- (3) If there is a balance owed to the creditor then only that balance is provable in the winding up.
- (4) If there is a balance owed to the company then that must be paid to the liquidator as part of the assets"

What the House of Lords and Supreme Court say about set off

<u>Stein v Blake [1995] UKHL 11</u> is a final judgment by the House of Lords in relation to the effect of automatic set-off in bankruptcy / insolvency proceeding. Here's paragraph 5 of the judgment (bold underline for emphasis):

"Bankruptcy set-off therefore requires an account to be taken of liabilities which, at the time of bankruptcy, may be due but not yet payable or may be unascertained in amount or subject to contingency. Nevertheless the law says that the account shall be deemed to have been taken and the sums due from one party set off against the other as at the date of the bankruptcy"

In <u>Bresco Electrical v Lonsdale [2020)</u> the Supreme Court ruled this at paragraphs 29 – 30.

Paragraph 29:

"....insolvency set-off is mandatory, and takes effect upon the commencement of the insolvency (the "cut-off date"). It is said to be self-executing, and for some purposes the original cross-claims are replaced by a single claim for the balance: see IR 14.25(3) and (4)."

Paragraph 30:

The identification of the net balance is to be ascertained by the taking of an account: see IR 14.25(2). If there is no dispute as to the existence and amount of the claims and cross-claims this is in practice a matter of simple arithmetic, the net balance being the difference between the aggregate of the claims and the aggregate of the cross-claims.

But if any of the claims and cross-claims are in dispute, then those disputes will need first to be resolved, by reference to the individual merits of each, before the arithmetic resumes: see again Stein v Blake (supra) per Lord Hoffmann at 255E-G.

On 19 September 2016 the judiciary of England and Wales, (Chief Registrar Baister) defrauded Mr Millinder by deliberately depriving him of the mandatory rule of insolvency set off when the rule was engaged.

An order was made winding up EW that was and is in law, automatically void for failure to comply with the mandatory statutory requirement.



Fanny-the-Court (Justice Fancourt - 10) & Miles-Out (Justice Miles 11) - Justice seen not done



The 23-minute documentary video produced by 'Operation Blackjack' after Fancourt J fraudulently failed to determine this Firm's application for trial that Miles J ordered be tried over 2.5 days. Fancourt J disposed of it without trying anything or even allowing the Claimant to be heard!

On 9 January 2017 the 'judge' Mr Justice Arnold was lying to conceal crucial facts

After EEI had served the Club a statutory demand for the assigned investment on 6 January 2017, the Club applied to the High Court for a financial injunction ex-parte (without notice) to EEI.

The Club withheld the assignment on which the EEI claim was based, and lied in their witness statement, saying essentially they have no idea how the claim came about and that they had seen 'no evidence of the assignment', that was served on them at the front desk of Riverside Stadium by process server with the demand, just two-days prior.



Knowing that the rent was £50,000 a year payable to the Club by EW in quarterly installments, and having been taken by Mr Staunton to the collection of 6 invoices in the sum of £256,269.89 of which 5 were for rent in the sum of 15,000 including V.A.T, at paragraph 3 of his fraudulent 9 January 2017 judgment of Mr Justice Arnold said this:

"3 The background to the matter, in summary, is as follows. On 17 June 2013 the applicant granted Empowering Wind a lease on payment of a premium of £200,000 under which Empowering Wind was liable to pay rent of £550,000 per annum. There was a planning aspect to the matter which I do not propose to go into in any detail, but the upshot was that it was not until December 2014 that Empowering Wind obtained planning permission from the local planning authority. Empowering Wind paid the rents due under the lease up to June 2015, but thereafter failed to pay the rent. On 19 August 2015 the applicant forfeited the lease."

Therefore, if Mr Justice Arnold really did believe what he was saying was true, that 'EW paid the rent up until June 2015', he would know that the next installment of rent was for £15,000 including V.A.T payable in September 2015, and therefore it is proven Arnold J knew that no rent was owed to D4 on 19 August 2015 when the Club forfeited based on their unwarranted demand of £256,269.89.



The June 2015 invoice in the sum of £12,500 plus V.A.T (one of 5 the same) with the remaining invoice of £181,269.89 for energy supply that the Club were contractually prohibited from invoicing for

Mr Justice Arnold learned from the evidence put in by the Club in EEI's absence that on 20 December 2016, the Club once again fraudulently claimed to be creditors of EW, only this time, in the sum of £541,308.89.

Mr Justice Arnold is attested lying to conceal that false claim saying the rent was £550,000, knowing that no rent or energy supply was contractually owed.

On 2 February 2017 the Club and their solicitors once again falsely claimed to be creditors of EW, only this time in the sum of £4,111,874.75 of which £4,031,664.80, was for energy, they prevented being supplied.

No explanation was ever given as to how the turbine could supply power after the Club refused the connection, nor as to how the invoice the Club were contractually prohibited from invoicing for (because there was no contractual agreement to supply any power), grew from £181,269.89 on 25 June 2015, to £466,308.89 on 20 December 2016, and then to £4,031,664.80 on 2 February 2017.

Empowering Wind MFC Limited (in Liquidation) Date of Winding-Up Order/Resolution for voluntary winding-up Court order dated 19 September 2016	
2 Address of creditor for correspondence.	Riverside Stadium, Middlesbrough, TS3 6RS
Total amount of claim, including any Value Added Tax and outstanding uncapitalised interest as at the date the company went into liquidation.	£4,111,874.75
4 Details of any documents by reference to which the debt can be substantiated. (Note: There is no need to attach them now but the liquidator may call for any document or evidence to substantiate the claim at his discretion as may the chairman or convenor of any meeting).	Lease dated 17 June 2013 made between MFC and Empowering Wind MFC Limited (EW) Senergy Supply Agreement dated 7 November 2013 made between MFC and EW

^{3.} The information you provide in your completed proof of debt must be true and accurate to the best of your information, knowledge and belief. If you fail to do so, you may be committing a criminal offence for which you could be prosecuted.

The blatantly fictitious proof of debt made by the Club, completed by their solicitors in Newcastle against EW on 2 February 2017, just 24-days after Ulick Staunton, their barrister admitted in Court that no claim could be established for energy supply as 'force majeure has effect' and the 'penal notice' on the proof of debt form they used

ICCJ Barber acted without jurisdiction winding up EEI in absence of law to defeat a High Court Judge's order



Left: ICCJ Sebastian Prentis who is married to the former Tory Attorney General, Victoria Prentis KC and right, the alleged fraudster, ICCJ Sally Barber who goes around defeating High Court Judge's orders to defraud people of their assets

On 28 March 2018, ICCJ Barber defrauded Mr Millinder, knowing that on 21 March 2018 Mr Justice Nugee made an order listing EEI's application to set aside the Club's purported £25,000 petition debt.

Naturally anyone who knows anything about the law knows that an alleged debt subject to challenge by order of a High Court Judge, cannot be an undisputed liquidated sum. It was such an obvious fraudulent abuse of process.

Having the EEI set off claim and the order by the High Court Judge in front of her on CE File, just 6-days after Nugee J listed EEI's application for a trial of the alleged fraud for a hearing, ICCJ Barber killed the Claimant to defeat the ends of justice, and the only way she could have done it, was to have evaded the law, so she did that as well, to have made gains and caused loss of over £650,000 against a £25,000 purported debt that never even existed!

Nugee J's order said this:

In the High Court of Justice
Business and Property Courts of England and Wales
Insolvency and Companies List (Ch D)

In the Matter of the Insolvency Act 1986

CR-2017-000140

And in the Matter of Middlesbrough Football & Athletic Company (1986) Ltd

BETWEEN

Earth Energy Investments LLP

Applicant

Claim No: CR-201

and

Middlesbrough Football & Athletic Company (1986) Ltd

Respondent

ORDER

Before the Honourable Mr Justice Nugee sitting at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 21 March 2018

UPON the Application of the Applicant dated 1 March 2018

AND UPON reading a letter from the Respondent's solicitors dated 20 March 2018 applying for an order that the application be dismissed without a hearing

IT IS ORDERED AS FOLLOWS:

- 1. The Court does not think fit to dismiss the Application without a hearing.
- 2. The Application be listed for hearing in the usual way.

REASONS

Mr Justice Nugee's order dismissed the Club's application to set aside the EEI application and listed EEI's application for a hearing. The Club must have known that those on the inside, ICCJ Barber, would go on to defeat the claimant anyway

Judges judge, defendants defend, and Masters / ICCJs, inferior court judges, do not, as a matter of fact, have jurisdiction to defeat High Court Judge's decisions. Naturally, the act in doing so, is automatically void.

Where's EEI and Mr Millinder's money he invested to 'construct, connect to the grid and operate' the turbine?

Sir Geoffrey Vos, the Master of the Rolls, then Chancellor of the High Court came into Mr Millinder's case to cover up the fraud

After the High Court insolvency registrars, known now as 'ICCJ's fraudulently failed to judge' a series of automatically void civil restraint orders were deployed to conceal the acts of corruption by judges who deliberately failed to administer the law.

They illegally trespassed on Mr Millinder's privilege of absolute witness immunity for suit, making civil restraint orders they had no jurisdiction to make, to conceal their own fraudulent failure to judge.

Sir Geoffrey was factored in to sustain the restraint order to ensure that their fraud remained concealed (that was their intent).

Mr Millinder's 28 September 2018 application for a fraud trial

On 5 February 2018, Mr Justice Nugee had found that no rent or energy supply was owed to the Club.

Here's the 5-page application notice that Sir Geoffrey Vos presided over:

At pages 3 – 5 Mr Millinder made it clear that contractually no claims could be established, reciting that very same finding by Mr Justice Nugee of 5 February 2018.

Therefore, Sir Geoffrey Vos, knew that only £80,209.95 was claimed by the Club for rent.

The hearing before Sir Geoffrey of Mr Millinder's 28 September 2018 application was listed on 14 November 2018.

On 12 November 2018, in his skeleton argument, Mr Staunton obviously lost his bravado, and at paragraph 37, he said this (bold underline for emphasis):

"The assertion that Rs did something wrong in respect of the wind turbine project is one that may provide a foundation for <u>a claim by Empowering</u>, not A. The para ends with an assertion that "the Defendant" cannot bring any claim against "the Applicant"; this is not understood. <u>Rs do not bring any claim against</u>

<u>A, or Empowering or Earth Energy, save that Rs claim £25,000 from Earth Energy under the consent order of 16 January 2017</u>"

Knowing of this, Vos C adjourned the hearing, citing some 'eye problem' (likely wilful blindness) until 8 February 2019. We believe he needed the separation gap.

On 30 November 2018 Mr Millinder wrote to Vos C and the judicial office setting out that Ulick had u-turned on the claims he admitted could not be established on 9 January 2017 because 'force majeure has effect'

Vos C asked Staunton then to have retracted and replaced his skeleton, which he later did, prior to the hearing of 8 February 2019. It 'disappeared', just as their claims did!

At paragraph 105 of his judgment, knowing that his underlings defrauded Mr Millinder twice by bypassing the mandatory engaged statutory law on set off, in two separate insolvency proceedings, Sir Geoffrey Vos lied, saying this:

"103. I can say at once that I have been through all the papers in this case in meticulous detail, and I have seen no evidence of any kind for any of the allegations of fraud, conspiracy or misdealing that Mr Millinder has made. He has made these allegations when he became frustrated by his seeming inability to find a forum in which he would vindicate what he saw as his companies' irrebuttable claims"

Obviously, being such a learned experienced and senior insolvency judge of the High Court, and in charge of all the High Court Judges, Sir Geoffrey Vos did know that the 'forum' that Mr Millinder could not find, is obviously the mandatory engaged rule of due process that they bypassed to defraud him of his company cross claims.

There was no mention of 'set off' / '14.25 Insolvency Rules 2016 anywhere in his apparently meticulous judgment, it was all lies.

Knowing that £181,269.89 of the Club's unwarranted demand deployed to forfeit the lease was for energy supply they were contractually prohibited from invoicing for, and £75,000 for rent that did not fall due under the lease, at paragraph 105 of his judgment, Sir Geoffrey Vos lied yet again to conceal the crucial contractual facts at the heart of the case, to prevent justice being served on the wrongdoers:

"105. On 25th June 2015, Middlesbrough invoiced Empowering Wind MFC for a quantified claim for rent in the sum of £256,269.89"

Yet no mention in the <u>Sir Geoffrey Vos judgment of 8 February 2019</u> of the £4,111,874.75 claim that Mr Millinder's application was centered on, nor the completed contractual terms that cannot be diminished.

We're taking the Government to the constitutionally proper and jurisdictionally independent courts of Hong Kong, People's Republic of China so that the (allegedly) corrupt UK judiciary cannot continue acting as 'judges of their own cause'.

The new Chancellor of the High Court, the Lord Chancellor Lammy, the Prime Minister's Anti-corruption Champion, the Master of the Rolls, Lady Chief Justice and the Serious Fraud Office and Attorney General's Office, have been invited to comment.

'No one is above the law' and we're here to make sure it stays that way.

<u>Support our cause in the public interest</u>, share far and wide or kindly <u>make a donation</u>.

