

Fraud exposed: Judge Lord Justice Nugee defacing evidence



Lord Justice Nugee, AKA Christopher George Nugee (D.O.B: 23 January 1959) is a judge of the Court of Appeal. In this bombshell investigatory real evidence based report, we expose a blatant cover up, actual bias and fraud by false representation by Lord Justice Nugee.

Judges can only occupy office whilst on good behavior. Please, ask yourselves after reading this, why is he still there?

Lord Justice Nugee is married to fellow barrister, Emily Thornberry MP, the Labour MP for Islington since 2005, and former Shadow Attorney General for England and Wales.

How constitutionally separate, a marriage between judge and the chief advisor to Government and the Crown on legal affairs?



Lord Justice Nugee. Middle: Labour leftie lawyer, Dame Emily Thornberry DBE (married to Nugee LJ) and right, Sir Sadiq Khan, the Mayor of London

In the public interest, pursuant to the maxim of equity '[justice must not only be done, it must be seen to be done](#)' we expose historic acts by then Mr Justice Nugee when he was High Court Judge of Chancery.

Compliance rewarded? it would appear that way, after complaints by the victim were covered up, Mr Justice Nugee was given a taxpayer sponsored promotion, to Lord Justice of Appeal. We expose acts by Lord Justice Nugee in 2018 that are, in anyone's opinion, blatant affronts to justice and fraudulent acts to ensure, '**justice was not done**', **contrary to the law**.

MISCONDUCT

Lord Justice Nugee concealed crucial evidence of fraud

It is 'fraud to conceal fraud' (and it is also known as perverting the course of, or obstructing the course of public justice).

In all ex-parte (without notice) financial injunction proceedings the Applicant and its legal advisors are under a strict legal duty of full and frank disclosure. Sounds complex? It really isn't and we tell it, like we're telling it to the ordinary man or woman down the pub.

This case involved Middlesbrough Football Club calling on an ex-parte financial injunction application on 9 January 2017 made in the High Court interim applications court of the Insolvency & Companies Court, at the Rolls Building on Fetter Lane, London.

The Club's injunction was intended to restrain presentation by Earth Energy Investments LLP ('EEI') of a statutory demand for the liquidated sum of £530,000 (plus commercial rate accrued interest). The demand was based on an assignment of the debt.

Below we exhibit page 4 of the 5-page EEI statutory demand claim against the Club served on them by a process server on 6 January 2017 in person at their Riverside Stadium head office:

Form 4.1
contd.

Part A

The individual or individuals to whom any communication regarding this demand may be addressed is/are:

Name

Paul Millinder

Address

3rd Floor, 277-281 Oxford Street, London,
W1C 2 DL

Telephone Number

07717 754551

Reference

MFC Debt

E-mail: paul@empoweringwind.co.uk

Part B

For completion if the creditor is entitled to the debt by way of assignment

18

	Name	Date(s) of Assignment
Original creditor	EMPOWERING WIND MFC LTD	29 / 06 / 2015
Assignees	EARTH ENERGY INVESTMENTS LLP	29/ 06 / 2015

How to comply with a statutory demand

If the company wishes to avoid a winding-up petition being presented it must pay the debt shown on page 1, particulars of which are set out on page 2 of this notice, within the period of **21 days after** its service upon the company. Alternatively, the company can attempt to come to a settlement with the creditor. To do this the company should:

- inform the individual (or one of the individuals) named in part A above immediately that it is willing and able to offer security for the debt to the creditor's satisfaction; or
- inform the individual (or one of the individuals) named in part A immediately that it is willing and able to compound for the debt to the creditor's satisfaction.

The law of assignment in the United Kingdom



Law of Property Act 1925

1925 CHAPTER 20 15 and 16 Geo 5

PART IV

EQUITABLE INTERESTS AND THINGS IN ACTION

136 Legal assignments of things in action.

- (1) Any absolute assignment by writing under the hand of the assignor (not purporting to be by way of charge only) of any debt or other legal thing in action, of which express notice in writing has been given to the debtor, trustee or other person from whom the assignor would have been entitled to claim such debt or thing in action, is effectual in law (subject to equities having priority over the right of the assignee) to pass and transfer from the date of such notice—
- (a) the legal right to such debt or thing in action;
 - (b) all legal and other remedies for the same; and
 - (c) the power to give a good discharge for the same without the concurrence of the assignor.

The EEI notice of assignment served on Middlesbrough Football Club on 30 June 2015 (page 1 of 2)

 Tel: +44 (0)203 286 2236 Fax: +44 (0)207 495 7021	Empowering Wind Group 3rd Floor 277-281 Oxford Street London W1C 2DL United Kingdom E: info@empoweringwind.co.uk
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Mark Ellis
Middlesbrough Football Club
Riverside Stadium
Middlesbrough
TS3 6RS

NOTICE OF CHANGE

Dear Mr Ellis,

29th June 2015

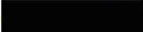
The investment made by the Assignor in Empowering Wind MFC Ltd is assigned to Earth Energy Investments LLP (Assignee) on 29/06/2015.

I enclose a copy of the assignment resolution for your records.

Yours sincerely,



Paul Millinder

Mob: 

The board resolution of assignment dated 29 June 2025 (page 2 of 2)

 empoweringwind.co.uk Tel: +44 (0)203 286 2236 Fax: +44 (0)207 495 7021	3rd Floor 277-281 Oxford Street London W1C 2DL United Kingdom E: info@empoweringwind.co.uk
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BOARD MINUTES AND ASSIGNMENT RESOLUTION

29th June 2015

Present: Alan John Millinder & Paul Millinder

Location: [REDACTED]

We discussed Middlesbrough Football Club's issuance of a demand amounting to circa £255,000 for the rent and energy supply from September 13 to December 14. We agreed, following Andrew's advice that we owe MFC nothing and we considered our options given that MFC has failed to adopt the substation required for the connection. We concluded, as envisaged that it is not possible for us to take on responsibility of their dedicated substation, as this is integral to supply of the stadium and outside our scope. The Club's attitude does not imply that of a landlord wanting to install a turbine. Alpha and their solicitors agreed our position on Force Majeure is correct and we expressed dismay that the Club has adopted this position after all the resources committed by us.

We agreed to tidy up loose ends on some of the fees and the £200k that we paid from other accounts so that Earth Energy Investments, as Parent of Empowering MFC is assigned those investments, representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action, with the Parent recovering funds invested and Empowering MFC recovering consequential loss, including the feed in tariff revenue. We agreed this would mitigate loss in litigation to an extent.

We discussed how we will quantify the claim and agreed to base this on the base tariff secured in 2013 to December 14 when the turbine would have been constructed, along with the GH Reports verifying energy output.

We discussed legal action and the risks involved. We agreed to discuss with various solicitors and get another legal opinion on the case. We agreed we cannot keep investing money into the project when it appears they have killed it by preventing connection. PM is to write to them to set the position in clear terms, let them know we are contemplating legal action. PM agreed he will try to curb his feelings, in particular towards Robin Bloom.

We agreed to get further legal advice and come up with a plan to recover the losses.

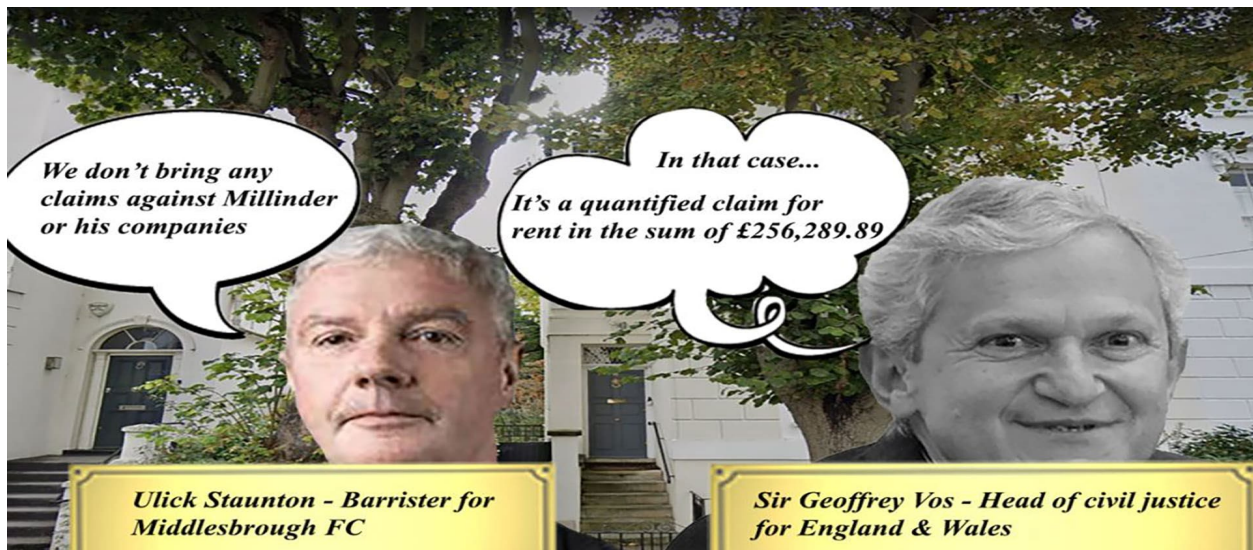
Signed and agreed:

	
Paul Millinder	Alan John Millinder

8 February 2019 – Issue estoppel is effective in relation to the EEI assignment findings by the Chancellor of the High Court in his judgment

At paragraph 108 of his 'purported determination' the then Chancellor of the High Court said this about the EEI assignment:

"108. I can understand Mr Millinder's argument that the alleged assignment (a) referred to the alleged £200,000 claim, and (b) was sufficiently clear to amount to valid assignment under section 136 of the Law of Property Act 1925."



Middlesbrough Football Club's 8 January 2017 supporting witness statement by Jeremy Robin Bloom



22.2 In his email of 15 December 2016 referred to above (pages 88 to 97), Mr Millinder stated that, as the majority creditor of EW, he had the " ... right to progress the claim that *I shall assign to its Parent Company*" [emphasis added]. In a similar vein, when referring later in the same email to MFC's involvement in EW's winding up and dissolution, Mr Millinder said that EW's liquidation did not " ... prevent us from assigning rights to recover costs or taking legal action resulting from forfeiture of the Lease as Parent Company of [EW]". Whilst I express no opinion in this statement as to how Mr Millinder, as a creditor, could assign an alleged claim from a company in liquidation, the clear implication from these statements is that, as at 15 December 2016, no such assignment had occurred and I have seen no evidence of any assignment. It is therefore wholly unclear on what basis EE asserts that it is a creditor of MFC and no explanation is provided in the statutory demand.

A knowingly false statement - Paragraph 22.2 of Mr Bloom's 8 January 2017 witness statement easily proven to have been knowingly false. Solicitor, Jeremy Robin Bloom (pictured) is the former Senior Partner of Newcastle based Womble Bond Dickinson (UK) LLP and now as he was then, chief in house legal advisor at Middlesbrough Football Club

Lord Justice Nugee & Ulick Staunton's knowledge of fact & circumstance

In the 'evidence' section of this article below, we adduce real evidence in the form of the 88-page official transcript of the 5 February 2018 EEI v Middlesbrough Football Club case.

Below we recite and bold underline the passages spoken during the hearing for emphasis:

From pages 68 – 71 of the transcript:

Mr Staunton: Yeah. Now, of important to note page 174, there's an assertion there'd been an assignment —

Nugee J: Yes, on the 26th June.

Mr Staunton: On the 26th of June '15, indeed.

Nugee J: Yes.

Mr Staunton: Now —

Nugee J: Well, **that was the document which Mr Millinder showed me, which is the board minutes.**

Mr Staunton: Yeah, right.

Nugee J: And **that was one of the documents referred to in, in Penningtons letter of the 11th?**

Mr Staunton: Indeed, and its tab, **Mr Millinder's bundle, tab 27 I have it at.**

Nugee J: Yes, yes.

Mr Staunton: Second page in. Reading that second paragraph, **what's assigned to EEI are the investments, the £200,000.**

Nugee J: Yeah.

Mr Staunton: But not the cause of action, because in this second paragraph, third line: "We agree to **separate out what went in as an investment** to the project, so there were **two causes of action** with **the payment** recovering funds invested and **Empowering recovering consequential loss.**"

So, it's still its claim.

Nugee J: Well, I'm not sure I've quite understood how that fits with the claim that was in the statutory demand. Because **the statutory demand is for £200,000 on the lease premium and £330,000 in legal and technical project development processes, and that could be the parent's investment, could it not?**

Mr Staunton: It might be, yes. But **all of this point about assignment was dealt with in Mr Bloom's witness statement** for Mr Justice Arnold.

Nugee J: **Yeah.**



Of course, both Lord Justice Nugee and Mr Staunton knew, or they ought to have done, that the assignment on which the demand was based, page 4 of the 5-page demand referred to it, was missing. Therefore, it took no investigation to establish that paragraph 22.2 of Mr Bloom's ex-parte witness statement dated 8 January 2017 is knowingly false in a material particular.

It is proven beyond doubt that 2-days prior to lying and saying he 'saw no evidence of the assignment' it was served on him in hard copy by process server with EEI's demand by process server who emptied it on the front desk in reception.

Mr Bloom had the assignment on which it was based, in his person 2-days prior to denying any knowledge of it, then swearing his witness statement to be true!



The 'Penningtons Manches LLP' letter of 11 January 2017 listed 11 documents said to be material information withheld by Middlesbrough Football Club, Womble Bond Dickinson in Newcastle, and Ulick Staunton, counsel instructed to act for them.

Judicial findings of non-disclosure:

At paragraphs 5 – 6 of his 5 February 2018 judgment, Mr Justice Nugee (as he then was) said this:

*"5. It is now suggested by Mr Millinder on behalf of EEI that the order of 16th January was obtained as a result of material non disclosure before Mr Justice Arnold on the without notice application on the 9th January. He relies for this on **non disclosure of a large number of documents which, as I understand it, supported the statutory demand and which explained the background to the dispute, in particular the connection agreement which, in his submissions to me, he explained was the foundation of his argument that the project was, effectively, killed by Middlesbrough.***

*6. **It is not disputed that those documents were not put before Mr Justice Arnold.** I was also shown a note of the hearing in which Mr Staunton, who appeared for Middlesbrough then as he does for Middlesbrough today, says this:*

"There is a definition of force majeure in the lease. There is no other reference to force majeure in the lease."

That was something he repeated before me, but in fact, there was a provision in the lease at schedule 5, paragraph 6, which provided that:

"If either party is prevented for any period of time from performing its obligations under this lease by reason of force majeure, that party shall not be in breach of such obligations for so long as, and to the extent to which such reason shall subsist."

It is evidential that Lord Justice Nugee found that no money for rent or energy supply was owed to Middlesbrough Football Club for the reason of force majeure having effect, and that Mr Staunton, a man he personally associates with, twice lied and said there was no other reference to a force majeure clause in the lease than the definition, when he knew there was.

Mr Staunton had obviously breached his duty of full and frank disclosure on 9 January 2017 lying and saying there was no force majeure clause in the lease when he knew there was and that in direct consequence, no rent was owed. It was a crucial material fact he lied about, twice during two separate hearings.

At paragraph 8 of his judgment, Mr Justice Nugee said this:

*"In this case, **two separate grounds** were advanced by Middlesbrough, both in the evidence and by Mr Staunton before Mr Justice Arnold. One related to the underlying nature of the claim by EEI, which was a question as to whether it was right that it was Middlesbrough's fault that the project had collapsed and whether there was a cause of action for the sums which had been thrown away as a result..."*

and it does seem to me that the bulk of the non disclosure went to that issue. The other was **a question as to whether EEI had any cause of action vested in it at all.**"



We took a screenshot of paragraph 10 of Lord Justice Nugee's 5 February 2018 'purported determination' below and we underlined what he said for emphasis.

10. It is true that one of the documents relied on as not having been disclosed is board minutes of EW dated 29th June 2015, in which there was some discussion of how to react to Middlesbrough's demand for £255,000, and that that includes a passage which could be a reference to assignment to EEI as follows:

"We agreed to tidy up loose ends on some of the fees and the 200K that we paid from other accounts of Earth Energy Investments as parent of Empowering MFC, as assigning those investments representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action that the parent recovering funds invested, and Empowering MFC recovering consequential loss, including the feed in tariff

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Paragraph 10 of Mr Justice Nugee's 5 February 2018 'purported determination'

Below we took a screenshot of the original assignment that Lord Justice Nugee, then Mr Justice Nugee had in front of him. We underlined green for emphasis, easily proving the fraud by Mr Justice Nugee made with intent to, and which did make a gain and cause loss to the injured party:

We agreed to tidy up lose ends on some of the fees and the £200k that we paid from other accounts so that Earth Energy Investments, as Parent of Empowering MFC is assigned those investments, representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action, with the Parent recovering funds invested and Empowering MFC recovering consequential loss, including the feed in tariff revenue. We agreed this would mitigate loss in litigation to an extent.

A screenshot we took of the original assignment terms that Lord Justice Nugee had before him – He had the conscious and premeditated intent to falsely represent

Mr Justice Nugee is alleged, with substantive evidence, to have committed fraud by [false representation \(Section 2\(1\) Fraud Act 2006\)](#) by defacing the crucial evidence, the absolute terms of the assignment, to make his falsely represented version of the assignment, not absolute.

Anyone can compare the original assignment to see where he acted dishonestly, falsely representing the terms of the assignment. Blatant fraud by a senior judge in plain sight.

The motive in doing so is self-revealing and that is, precisely what his co-conspirator, now Master of the Rolls, head of civil justice for England and Wales, found on 8 February 2019:

...was sufficiently clear to amount to valid assignment under section 136 of the Law of Property Act 1925."

The legal framework and public interest

There is overwhelming public interest in preserving the strict rule of full and frank disclosure to protect the interests of the ex-parte respondent who may be exposed to loss consequential of unfair or dishonest failure to disclose evidence and facts. The legal duty is well established in common law judgments of the senior courts.

In *Brink's Mat Ltd v. Elcombe* [1988] 1 WLR 1350, the Court of Appeal judge, Lord Justice Gibson, said this:

"Compliance with the duty is important and necessary to ensure that the court meets its own legal obligations to ensure a fair hearing under Article 6 ECHR. If the court considers a hearing on a without notice basis, "it must be able to rely on the party who appears alone to present the evidence and argument in a way which is not merely designed to promote its own interests, but in a fair and even-handed manner, drawing attention to evidence and arguments which it can reasonably anticipate the absent party would wish to make" (§51).

Secondly, whether an applicant has given the court a full and fair presentation of the material is the "ultimate touchstone" of the duty, not simply disclosure of the material. "In a complex case with a large volume of documents, it is not enough if disclosure is made in some part of the material...if that aspect of the evidence and its significance is obscured by an unfair summary or presentation of the case" (§52).

Thirdly, the duty of full and frank disclosure is a very serious duty that may be considered equivalent to the CPR 31 duty of disclosure. The duty must be met by the applicant and their legal advisers equally, and it is incumbent upon English solicitors and barristers to supervise compliance and "ensure that the lay client is aware of the duty of full and frank disclosure and what it means in practice for the purposes of the application in question" (§53). Indeed, the applicant and their legal advisers must together "make the fullest inquiry into the central elements of their case" (§83) if they are to proceed with a without notice application, often because "it will only be the client who is aware of everything which is material" (§53)"

Criminal liability for fraud by failure to disclose information (Section 3(1) Fraud Act 2006

[Section 3\(1\) of the Fraud Act 2006](#) is an offence of strict liability. It is complete when a party fails to disclose, with the necessary dishonest intent, information he was under a legal duty to have disclosed, with intent to make a gain and to cause loss.

The Crown Prosecution Service guidance for Crown Prosecutors says this of the offence:

“Failure to disclose information

There is no requirement that the failure to disclose must relate to “material” or “relevant” information, nor is there any de minimis provision. If a Defendant disclosed 90% of what he was under a legal duty to disclose but failed to disclose the (possibly unimportant) remaining 10%, the actus reus of the offence could be complete. Under such circumstances the Defendant would have to rely on the absence of dishonesty. Such cases can be prosecuted under the Act if the public interest requires it, though such cases will be unusual.”

Conclusion

It was said by Mr Justice Nugee at paragraph 8 of his 5 February 2018 judgment that:

“Two separate grounds were advanced”. One was “whether it was right that it was Middlesbrough’s fault that the project had collapsed and whether there was a cause of action for the sums thrown away as a result.

Fundamentally, that ground laid in the operative clause, force majeure in the lease, which suspended obligations under the lease 96-days into the 365-day period contractually provided for free of rent.

It is evident that Lord Justice Nugee knew that his associate, Mr Staunton twice lied about the clause of force majeure in the lease, the most crucial contractual material fact.

The second ground said by Lord Justice Nugee to be ***“a question as to whether EEI had any cause of action vested in it at all”***, was based on assignment of the investment that the Club and their lawyers withheld and lied about, after having had it in their possession in hard copy by process server with the demand, just two-days prior.

Had the assignment and the notice been produced it would have been found that the EEI demand for £530,000 was a demand for a liquidated sum immediately due and payable that EEI was entitled to.

The Club and their lawyers dishonestly withheld 100% of the material they were under legal duties to have disclosed whilst Mr Bloom made a knowingly false witness statement.

Mr Justice Nugee abused his position acting with genuine bias in concealment of fraud. It is fraud to conceal fraud.

After having read, and therefore established that the terms of the assignment on which the EEI demand is based is absolute, Mr Justice Nugee committed fraud by false representation at paragraph 10 of this order by defacing the evidence, fundamentally altering the terms and then relying on his alteration to imply that the assignment was not effective when Section 136(1) of the Law of Property Act 1925 determines it is.

Contrary to the long-established principle 'no advantage shall be gained by fraud' Mr Justice Nugee concealed all the crucial evidence and facts to prevent justice being served on the perpetrators, then awarded them costs, found perpetrating their fraud in the face of justice.

Conclusively, a serious affront to justice and fraudulent misconduct by Lord Justice Nugee who acted contrary to the public interest and his official duties with intent to have made a gain and to have cause loss.

The fraudulent winding up of EEI founded by their £25,000 proceeds of crime originated from this offending.

LINKS TO EVIDENCE



We include links to the real evidence relied on in this investigation:

1. [**The official 88-page transcript & 6-page judgment**](#) of 5 February 2018.
2. [**The Penningtons Manches LLP \(EEI's lawyer's\) 11 January 2017 letter**](#) complaining of material non-disclosure which the Club and their lawyers failed in their duty to have disclosed in order to conceal their obvious fraud on 9 January 2017, along with their response dated 12 January 2017, in breach of their '[**continuing legal duty to have disclosed**](#)'.
3. [**The unwarranted demand with menaces \(blackmail\) in the sum of £619,774.48**](#) arising from the [**knowingly false application to Bristol County Court for a High Court Writ of Execution in the fictitious sum of £555,000**](#) against EEI leading to the Firm being blackmailed on 21 November 2017 with the alleged 'debt' said to have arisen from the fraudulently obtained order of 16 January 2017 purportedly agreeing to pay the Club £25,000 that was automatically set off against EEI's claim of £530,000 plus accrued statutory interest.

Invitation to comment

Judicial independence and an 'incorruptible' judiciary they say. Lies, all flagrant lies, we say.

Lord Justice Nugee, the Court of Appeal President, the Judicial Conduct Investigations Office, the Lord Chancellor, Lady Chief Justice, Attorney General's Office, City of London Police, Director of Public Prosecutions at the Crown Prosecution Service and the Constitution Committee of the House of Lords have been invited to comment.

Help us to help you, share widely, and please consider a [donation to our fighting fund](#).

What would the man down the pub think?

Questions or comments?

Email us: admin@intelligenceuk.com

"There is no greater tyranny than that which is perpetrated under the shield of the law and in the name of justice"

Montesquieu



Restoring the rule of law & holding the unaccountable to account

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