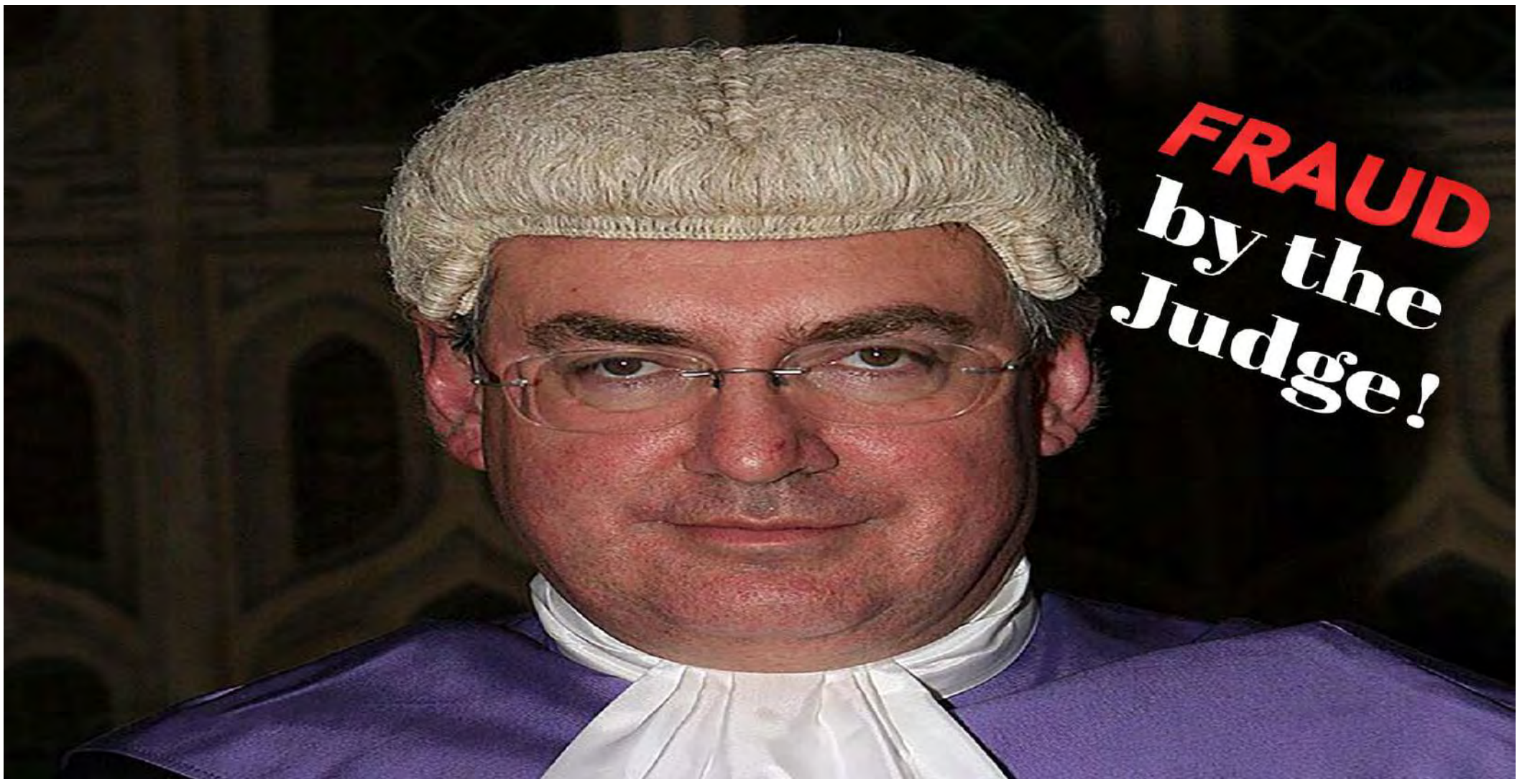
High Court's severe affront to justice by HHJ Pelling KC



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1. High Court's severe affront to justice by HHJ Pelling KC

HHJ Pelling KC (His Honour Judge), AKA, Philip Mark Pelling, is a Deputy High Court Judge with a reputation for dealing with cases involving allegations of wrongdoing against members of the legal sector 'circumvented the law, crucial evidence and facts'.

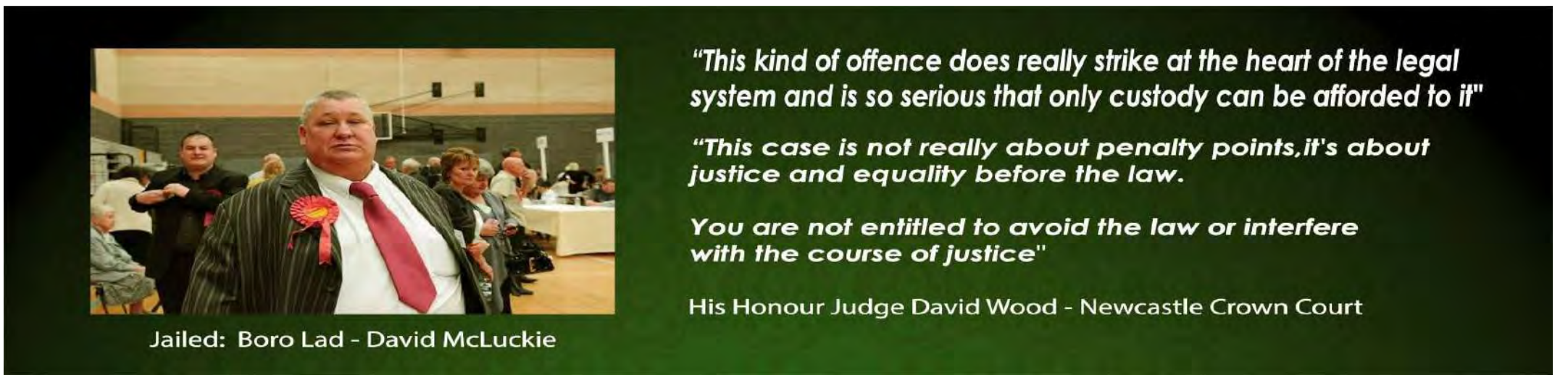
We expose another ***'judge who decided not to judge***.' with historic fraudulent and grossly negligent acts by HHJ Pelling KC, whilst sitting as a judge of the Insolvency & Companies Court in June 2018.

Don't get us wrong, we are not trying to single Judge Pelling out in this report, far from it, Judge Pelling is number 7 in chronological order in order of their involvement, of 33 'judicial transgressors' we describe as 'the Cards of Injustice' in our 'Operation Blackjack' 5-year intelligence investigation into judicial corruption looking at this case and others.

In our sequel of reports, we show the true face of the cards, and expose the truth behind the double-dealing.

Criminality doesn't carry an expiration date, and '***it is fraud to conceal fraud***'.

The maxim **"fraud unravels everything"** is well-established in English law, originating by Lord Denning in ***Lazarus Estates Ltd v Beasley*** **[1956] 1 Q.B. 702**, affirming that a judgment or order obtained by fraud can be set aside, even post-judgment. That does not however appear to apply, when it's the British establishment and their cronies perpetrating the fraud. Two-tier justice prevails.



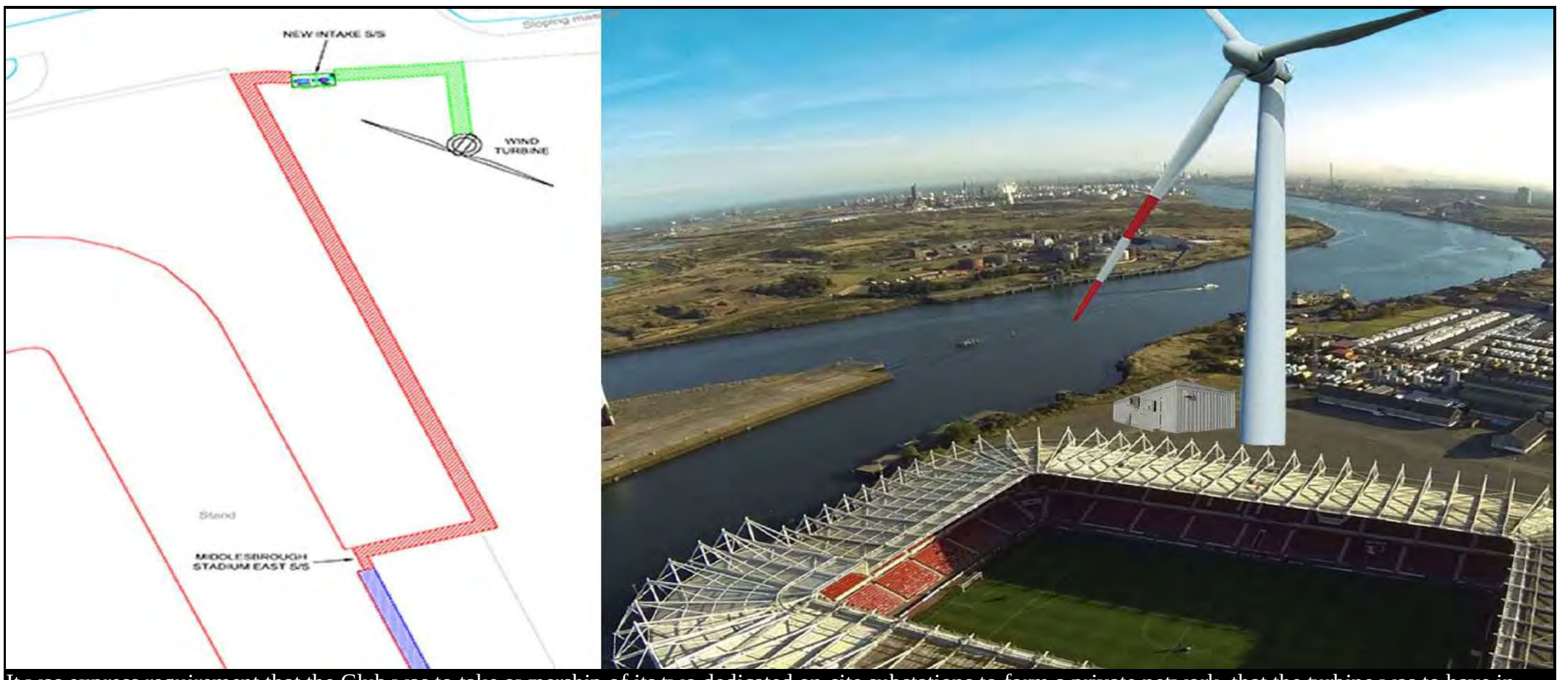
In 2019 HHJ Philip Mark Pelling KC was promoted to judge in charge of the London Commercial Court. Taxpayer sponsored promotions for following orders? You decide.

In March 2022, this Firm acquired a high-profile case alleging central government and judicial corruption. Originating the case was Mr Millinder's development project, what was to be '***Europe's First Wind Powered Football Stadium***' , at the Labour turned Tory politician, Steve Gibson OBE's (Chairman), Middlesbrough Football Club.

1.1. Completed contractual terms granting rights that were later denied to the Developer - defeating the purpose:

Between 10 October 2012 - 4 January 2013 the connection configuration, implementation timeframe, costs and the Connection Offer with the Distribution Network Operator were finalised in open email correspondence between the parties.

The Distribution Network Operator's completed connection arrangement required the Club to take ownership of its dedicated substations, to form a private network, that in turn the turbine infrastructure was to have connected into.



It was express requirement that the Club was to take ownership of its two dedicated on-site substations to form a private network, that the turbine was to have in turn then connected into

If, during the option period a party became dissatisfied with either the technical or commercial terms being implemented, the aggrieved party can negate without significant financial or contractual commitment.

Upon exercise of the option the side agreements implemented become a completed collateral contract part of the lease deed.

It was not until 17 June 2013 the Developer paid the Club a £200,000 lease premium on exercising the option and completing the lease.

1.2. The crucial material fact withheld by the Club in breach of their legal duty to disclose - Ex-parte financial injunction proceedings

On 30 April 2015 the Club refused to facilitate the private network connection that the turbine was to have connected into, preventing the Developer's turbine from being connected to the grid and suppling power.

The recital to the option to lease (the contractual purpose) was this:

(A) The Owner owns certain freehold Property at Riverside Stadium, Middlesbrough, Cleveland TS3 6RS... The Owner has agreed to grant the Developer an option to lease the Property in accordance with the terms of this agreement.

(B) The Developer intends to construct, connect to the Grid and operate a 90m high wind, turbine at the Property, in accordance with the conditions of the Planning Permission dated 7 July 2008..."

After preventing the project from connecting to the grid, defeating the lease and supply agreement intending the turbine to first operate, the Club unlawfully demanded payment of rent and energy supply.

Then forfeited the lease for non-payment!

1.3. Widespread publicity prior to the Club and their lawyers 'killing the project', destroying the Developer's business and international reputation with lies and judicial cheating to prevent justice being served on the wrongdoers

1.4. Important public interest principles

If justice was not done in this case a dangerous precedent of totalitarianism would prevail, whereby nobody could be confident in relying on the justice system, the completed terms of a contract, or on the statutory rights and protections granted by the law, to remedy a wrongdoing.

1.5. Where there's wrongdoing there must be remedy

Equity will not suffer a wrong to be without a remedy, meaning essentially that in common law the one who has suffered the wrong has the stronger hand. That is, until the double-dealers took over the game, with more wrongdoing, and remedy oppressively denied.

We tell it for the ordinary man or woman down the pub in this compelling evidence-based report.

1.6. The crucial material fact withheld by the Club in breach of their duty to have disclosed during ex-parte financial injunction proceedings

On 30 April 2015 the Club refused to facilitate the private network connection that the turbine was to have connected into, preventing the Developer's turbine from being connected to the grid and suppling power.

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We tell it for the ordinary man or woman down the pub in this compelling evidence-based report.

2. Widespread publicity prior to the Club and their lawyers 'killing the project', destroying the Developer's business and international reputation with lies then judicial cheating to prevent justice being served on them

Boro to install 136m-tall wind turbine at the Riverside Stadium

17 Sept 2013 — Boro agree multi-million-pound scheme that will make them UK's first major football club and sports venue to use a wind…

Teesside Live

Radar row at Middlesbrough FC threatens football wind farm

22 Nov 2014 — Plan to build a 136m wind turbine at Riverside Stadium held up by dispute over possible interference with aircraft at…

The Guardian

Middlesbrough FC: Energy firm sues Durham Tees Valley Airport

28 Dec 2014 — A firm planning to make Middlesbrough's Riverside Stadium self-sufficient in energy is taking legal action against Durham…

BBC

The project was heavily publicised in 2013. Press coverage turned from positive to negative and then to untrue and defamatory, severely damaging Mr Millinder's personal and business reputation branding him a 'vexatious litigant' and 'timewasting businessman' to hide the true facts that the Club and the English establishment were the wrongdoers.

There was no mention at all of the fact that the judges deliberately failed to administer the mandatory law of due process, corrupting and voiding the proceedings from the outset.

No mention of the rule on insolvency set off in any order or judgment, and certainly nothing in the press.

The crucial material facts were suppressed, both in and out of court.

Middlesbrough FC turbine scheme heads for High Court

HAPPIER TIMES: Empowering Wind chief executive Paul Millinder, left, and Middlesbrough FC chief executive Neil Bausor launching the renewable energy scheme in 2013

Firstly, the 2013 – 2015 mainstream news in relation to Empowering Wind MFC Ltd (**'EW'**) made it widespread public knowledge that the project first suffered a delay caused by a third party that prevented the turbine from lawful operation until that delay was successfully resolved. (Contractual force majeure).

Secondly, by 15 September 2015 it was announced that EW was commencing High Court action against the Club for refusing the connection, preventing the turbine from being connected to the grid.

Without a connection, the turbine cannot operate. Logic would imply that EW has a large claim against the Club for that.

2.1. The doctrine of wrongdoing / illegality 'ex turpi causa non oritur actio'

As a matter of legal principle, one cannot defeat a contract by preventing one's counter-party from performing on the rights granted, and then demand payment as if performance of the contract was unaffected.

Long-established English constitutional and common law principles, and indeed a statutory legal framework, is in place, ordinarily designed to protect people and their businesses from such fraudulent and or abusive treatment.

The common law doctrine in this case, prevented the Court from lending its aid to the Club's obviously dishonourable cause, yet, the Court didn't just lend its aid to the dishonour, it became the fraud and dishonour, and they appear to have been largely relying on HHJ Pelling KC, to cover it up for them.

The Millinder case was essentially about the fact that contractually the Club's claim could not possibly be established after the Club refused the connection or anyway, and that the investment had been assigned so that the debt was collected in a separate cause of action by EW's parent, EEI.

2.2. The mandatory law of due process: Insolvency set off

The 15 September 2015 article announces a claim exceeding £10 million against the Club for ultimately refusing the connection. It doesn't take a legal beagle to establish that without a connection; the turbine cannot operate!

It doesn't take any investigation therefore to establish that there are pre-liquidation claims between EW and the Club arising from those deeds from which EW was granted the right to 'construct, connect to the grid and operate' the wind turbine, on payment to the Club of the £200,000 lease premium.

Our Firm's 23-minute documentary produced in response after Mr Justice Fancourt came back into this Firm's interim case in January 2024 preventing the Claimant from being heard to cover up the contents of its skeleton argument

3. Illegal trespass on Mr Millinder's privilege of absolute witness immunity from suit

Mr Justice Fancourt, like HHJ Pelling KC, had impermissibly and unlawfully trespassed on Mr Millinder's privilege of absolute witness immunity from suit in 2020, essentially making civil restraint orders to conceal fraud, after the evidence and crucial facts Mr Millinder first gave as a witness, was suppressed and negated, throughout the civil proceedings.

The crucial evidence and the contractual facts Mr Millinder first gave as a witness to Police from 9 January 2017 and in Court as a witness for EEI, from 15 November 2017, was concealed throughout.

Mr Justice Fancourt came back into this Firm's case in January 2024, after Mr Justice Miles had found the fraud that HHJ Pelling KC had covered up in June 2018!

3.1. This Firm's CEO's 2008 Court of Appeal case in relation to witness immunity from civil actions

Martin Richard Walsh (pictured below), Managing Director of this Firm, capital markets investor and resident of Hong Kong, lost an appeal in 2008 because the outspoken political blogger, **Paul Staines, AKA 'Guido Fawkes'** of the 'Order Order' website, relied on the doctrine of witness immunity from suit.

What's good for the goose, must also be for the gander? One law fits all, does it not?

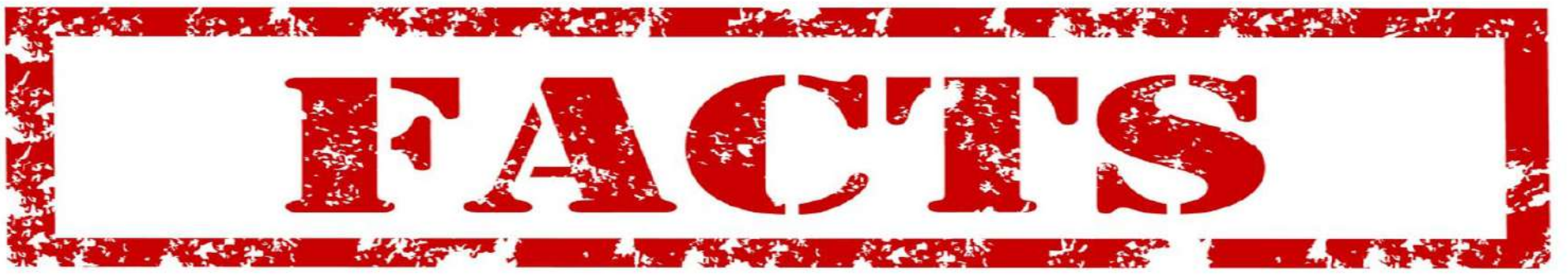
We include the Court of Appeal judgment in ***Sprecher Grier Halberstam LLP v Walsh [2008] EWCA Civ 1324***. which featured heavily in this Firm's skeleton argument dated 23 January 2024, the one that Mr Justice Fancourt prevented from being aired in Court.

Left: Managing Director of this Firm, Martin Richard Walsh, and right, Paul Staines, AKA Guido Fawkes, a former business associate of Mr Walsh

3.2. Case law – witness immunity from suit

Martin Walsh brought a claim against Paul Staines (Guido Fawkes) and Edward Judge (Counsel for Staines) for deceit and conspiracy against SGH LLP, who, on the evidence, seriously misrepresented financial information to secure an ex-parte financial freezing order in breach of the strict rule of full and frank disclosure.

The court held the claim had no real prospect of success and was bound to fail, focusing on Mr Staines's absolute privilege of witness immunity from suit.



In the *SGH v Walsh 2008* Court of Appeal case, the Court recited well-known final judgments by the House of Lords on the doctrine of witness immunity, which applies equally to Mr Millinder, as it did to Mr Staines and his legal advisors.

Below, we recite those salient passages from the SGH v Walsh judgment, highlighted for emphasis:

The law relating to witness immunity

"39. The doctrine is well settled. In Watson v M'Ewan [1905] A.C. 480, 486, the Earl of Halsbury L.C. said:

"By complete authority, including the authority of this House, it has been decided that the privilege of a witness, the immunity from responsibility in an action when evidence has been given by him in a court of justice, is too well established now to be shaken. Practically I may say that in my view it is absolutely unarguable – it is settled law and cannot be doubted. The remedy against a witness who has given evidence which is false and injurious to another is to indict him for perjury; but for very obvious reasons, the conduct of legal procedure by courts of justice, with the necessity of compelling witnesses to attend, involves as one of the necessities of the administration of justice the immunity of witnesses from actions being brought against them in respect of evidence they have given. So far the matter, I think, is too plain for argument."

40. A more modern exposition of the rationale for the rule is given by Lord Hutton in Darker v Chief Constable of the West Midlands Police [2001] 1 A.C. 435, 464:

"**… in order to shield honest witnesses from the vexation of having to defend actions against them and to rebut an allegation that they were actuated by malice the courts have decided that it is necessary to grant absolute immunity to witnesses in respect of their words in court even though this means that the shield covers the malicious and dishonest witness as well as the honest one.**"

He added at p. 468:

"***Furthermore, the authorities make it clear … that where the immunity exists it is given to those who deliberately and maliciously make false statements; the immunity is not lost because of the wickedness of the person who claims immunity.***"

41. In Marrinan v Vibart [1963] 1 Q.B. 234, 238 Salmon J. held:

"It is true that in nearly all the reported cases in which the principles to which I have alluded were laid down, the form of action was for damages for libel or slander, but in my judgment these principles in no way depend upon the form of action. In Hargreaves v Bretherton [1959] 1 Q.B. 45, an unsuccessful attempt was made to evade the immunity to which I have referred by suing for damages for perjury. Counsel for the plaintiff attempted to distinguish that case on the ground that an action for damages for perjury is unknown to the law, whereas an action for damages for conspiracy is of respectable lineage. As far as it goes, the distinction is a sound one. It does not, however, affect the point that Hargreaves v Bretherton demonstrates that the immunity to which I have referred is not only an immunity to be sued for damages in libel or slander. The immunity, in my judgment, is an immunity from any form of civil action."

ICC Judge Jones illegally violated Mr Millinder's privilege of immunity from suit on 26 March 2018 – Mr Millinder was made the Second Applicant. Judge Pelling, then Mr Justice Fancourt and all the rest, jumped on that:

Mr Millinder has been absolutely immune from suit in respect of the evidence and facts he first gave to Police from 9 January 2017 and throughout the proceedings.

The position is that:

ALL THE CIVIL ACTIONS AGAINST MR MILLINDER AND ALL THE CIVIL RESTRAINT ORDERS ARE AUTOMATICALLY VOID FROM THE OUTSET FOR THE REASON WELL ESTABLISHED, NOTWITHSTANDING OF COURSE, THAT NO 'JUDGE' HAD JURISDICTION TO CONCEAL FRAUD WITH ONE ANYWAY!

False statements by Judge Philip Mark Pelling at p. 16 & 17 of his judgment dated 28 June 2018

Below, we took a photo of p.2 of the 'purported determination' by ICC Judge Jones, his **judgment of 26 March 2018**:

2 Mr Millinder is named in the title above as the Second Respondent. No draft order has been lodged to that effect but his joinder arises from page 32 of the transcript for the 21 December 2017 hearing. He has been joined in any event upon an application by the Respondents made today for costs against him as a non-party. That is yet to be considered.

A photo of p.2 of the judgment by ICC Judge Jones of 26 March 2018 which we underlined red for emphasis

Below we adduce a photograph we took of Judge Pelling's 28 June 2018 judgment which is a blatant affront to the mandatory engaged rule on set off, as it is plain and simple lies.

15. The fourth application relied upon by Middlesbrough Football Club as being totally without merit was the application which came before me this morning. As it was drafted, the application described various forms of relief sought but it proceeded principally as an application that I should set aside an order made by ICC Judge Jones by which he dismissed an application made under the Insolvency Rules by Mr Millinder in the name of Earth Energy seeking to set aside or have discharged various proofs allegedly lodged by the Club with the Official Receiver as the initial liquidator of Earth Energy.

16. The application before ICC Judge Jones was opposed and was adjourned. Between the date when it was adjourned part heard, and its resumption, Mr Millinder applied for an order requiring ICC Judge Jones to recuse himself on the grounds of either actual or apparent bias. When the matter came back before ICC Judge Jones both the application that he recuse himself and the application brought by Mr Millinder in relation to the proofs failed and were dismissed. The remedy that was available in relation to that result was one which was only available to Earth Energy and was to apply for permission to appeal from the order made ICC Judge Jones. No such applicationw as made. The basis on which the application before ICC Judge Jones failed was that none of the proofs that were described had been admitted to proof in any formal sense because there were no assets available in the winding up and therefore there was no basis on which the proofs could be processed.

17. Mr Millinder maintains that the lodging of the proofs or claims to be a creditor by the Club is having a material effect on his ability to advance what he maintains is a viable claim available to Earth Energy in relation to losses said to have been suffered as a result of the failure by the Club to proceed with a joint venture, which Mr. Millinder maintains was a breach of contract or duty owed by the club in its capacity as a party to the joint venture. The effect of the Club's claims is set out in a letter from the Official Receiver dated 16 June 2017 in which the Official Receiver says that because his office had received claims of about £4,900,000 of which the claim submitted by Mr Millinder totalled £770,000, Mr Millinder's interest as a creditor was less than 25% of the known

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HHJ Pelling KC's judgment of 28 June 2018 in Millinder v Middlesbrough Football & Athletic Company (1986) Ltd & the Official Receiver of London

It is evident from paragraph 2 of his 26 March 2018 judgment we photographed (above) that ICC Judge Jones made Mr Millinder the second applicant, and HHJ Pelling was under official duties to have read that judgment.

Any judge reading p.2 of 'Judge Jones' judgment could tell he was acting without jurisdiction. The Club only just made an application to trespass on Mr Millinder's privilege of witness immunity from suit, but Jones pre-determined it, adding Mr Millinder as the Second Applicant for them, by that judgment.

The front page of the judgment makes Mr Millinder the second applicant.

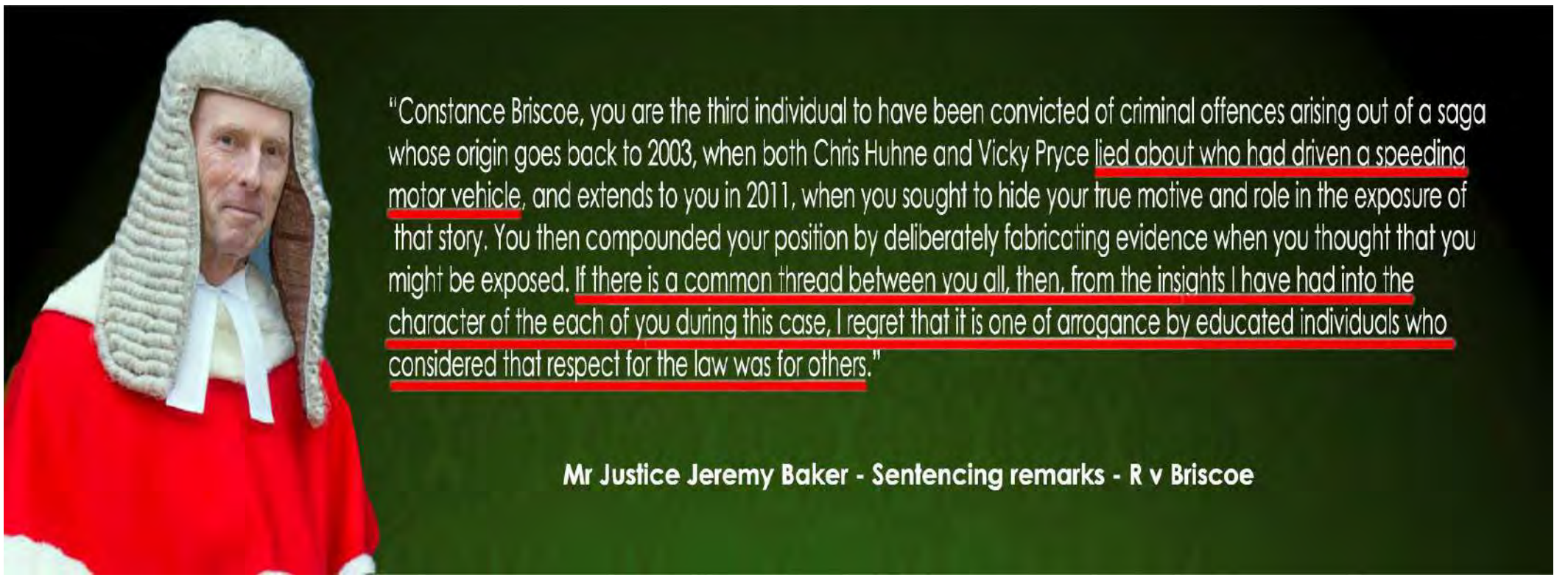
Mr Millinder, as the second applicant, exercised his right under *CPR 3.1(7)* to set aside Jones's order and Judge Pelling failed to deal with it at all.

Judge Pelling is evidenced **LYING** at p.16, saying the only remedy was to appeal, and that it was only available to EEI!

Judge Pelling is further evidenced **LYING** at p.16 saying that the Club's proofs were not admitted in the formal sense, knowing that they were.

It is evident at p.17 that Judge Pelling knew the statement he made at p.16 were **BLATANTLY FALSE,** because he set out; that of the £4,900,000 in claims, only £770,000 are Mr Millinder's, the rest is the Club's formal 14.4 proof of debt form accepted by Mr Hannon, the Liquidator '***in fraud of the bankrupt laws'*** on 2 February 2017.

In our previous report exposing the serious judicial misconduct of ICC Judge Jones, **we showed you the 3 decisions made by the liquidator in respect of the Club's proofs of debt**. Judge Pelling must have known decisions were made to deliberately fail to administer the law, because he was one of the ones that did precisely the same, in respect of both EW and EEI!



3.3. On 12 November 2018 – Ulick Staunton, counsel for the Club 'U-turned' on the Club's claims

Literally, as it sounds, knowing that no money has ever been contractually owed to the Club (including the £256,269.89 unwarranted demand they made against EW first claiming to be creditors), were retracted by the Club's barrister in writing at p.37 of his skeleton dated 12 November 2018:

"The assertion that Rs did something wrong in respect of the wind turbine project is one that may provide a foundation for a claim by Empowering, not A. The para ends with an assertion that "the Defendant" cannot bring any claim against "the Applicant"; this is not understood. Rs do not bring any claim against A, or Empowering or Earth Energy, save that Rs claim £25,000 from Earth Energy under the consent order of 16 January 2017."

On 5 October 2018 ICC Judge Jones illegally trespassed on Mr Millinder's absolute immunity awarding costs founded by his and their fraud:

The proceedings brought by EEI on 15 November 2017 were founded by the Clubs £4.1 million claim, which was the third proof of debt that the Liquidator had decided, contrary to law, to admit against EW.

Acting in fraudulent breach of duty and without jurisdiction, exactly 38-days after the Club's barrister retracted the claims against EW, knowing they are false, acting with them, Jones sought to make a gain and to have caused loss consequential of the Club's £4.1 million fraud by false representation contrary to *Section 2 of the Fraud Act 2006*.

Jones lied in **his judgment**, saying that the liquidator made no decision in respect of the proof of debt, knowing they all decided to evade the law, to make gains and to have caused loss of over £10 million to Mr Millinder.

Due to systemic corruption, they all remain at large.

Here's the 5 October 2018 order made by ICC Judge Jones after Judge Pelling assisted the Defendants in covering up:

CR-2017-008690

In The High Court of Justice

Claim No CR-2017-008690

Business and Property Court of England and Wales

Insolvency and Companies List (ChD)

In the matter of Empowering Wind MFC Limited

Before Insolvency and Companies Court Judge Jones

Friday 5 October 2018

Between:

(1) Earth Energy Investments LLP

(2) Paul Millinder

Applicants

-and-

(1) Anthony Hannon The Official Receiver

(and liquidator of (a) Empowering Wind MFC Limited and

(b) Earth Energy Investments LLP)

(2) Middlesbrough Football & Athletic Company (1986) Limited

Respondents

Order

UPON the application by Application Notice issued on 16 November 2017

AND UPON hearing the Official Receiver, Mr A Hannon, and Counsel for the Second Respondent, Mr U Staunton

AND UPON the Second Applicant, Mr P Millinder, not attending

IT IS ORDERED that the Second Applicant pay (1) the costs of the First Respondent, the Official Receiver, assessed in the amount of £5,664.60, and (2) the costs of the Second Respondent, assessed in the amount of £38,872.24.

SERVICE

This order shall be served by Womble Bond Dickinson (UK) LLP, Solicitors for the Second Respondent, of St. Ann's Wharf, 112 Quayside, Newcastle upon Tyne NE1 3DX, on (1) the Second Applicant, Mr P Millinder, of 3rd Floor, 277-281 Oxford Street, London W1C 2DL, and (2) the First Respondent, Mr A Hannon, of The Official Receiver's Office, Second Floor, Abbey Orchard Street, London SW1P 2HT

ICC Judge Jones awarded the defendants £44,536.84 for their fraud and his own fraudulent abuse in concealing it for them and failing to judge!

4. In September 2023 Mr Justice Miles found the fraud that Judge Pelling covered up in June 2018

On 20 September 2023 Mr Justice Miles (now Lord Justice Miles), ordered a 2.5-day trial of this Firm's application, which was disposed of by Fancourt J in less than 10-minutes whilst he failed to touch on the crucial issues of '***set off*** ' / '***witness immunity*** ', which is what the case before him was all about!

REASONS

The application is highly contentious, involves serious allegations (including of fraud), and depends on a long and complicated history. The application notice seeks a substantial hearing. The usual position is that hearings of this length are heard in person. In the exercise of my discretion I do not consider that it is appropriate to depart from this and allow a remote hearing. I have taken into account the reasons given in box 11 of the application notice for seeking a remote hearing. These do not justify a remote hearing and are in any case without substance. The allegations of political interference and that the claimant cannot rely on the courts in the UK to act fairly are wholly without merit. In any case the claimant is bringing this application before the courts in the UK and is therefore invoking their jurisdiction.

A photograph of the 20 September 2023 order by Mr Justice Miles & the non-determined application pertaining to it

It is evident that Mr Justice Miles examined this Firm's interim application of 7 September 2023 and found it necessary , to list it for a 2.5-day fraud trial.

In June 2018 when the applications before him pleaded it, HHJ Pelling KC lied, condemning Mr Millinder's case as '***no more or less than bound to fail***', 3 times over, to invent a civil restraint order, to conceal the fraud!

5. Forgery by the Judge of the EW – EEI assignment of the debt

The crucial evidence proving the EEI claim against the Club is the assignment on which it was based.

Judge Pelling appeared to place great emphasis on relying on what Mr Justice Nugee did, so he knew, or ought to have done, that Mr Justice Nugee forged the terms of the assignment, but uncoincidentally, made no reference to that in his purported determinations, nor that Mr Staunton used the false instrument, to mislead the Court on 11 April 2018 in respect of the same crucial material facts.

Essentially, what happened was that on 5 February 2018, after finding that no money was contractually owed to the Club, because the operative clause of 'force majeure' suspended the obligation to pay rent, Mr Justice Nugee as he then was, acted fraudulently by falsely representing the terms of the absolute assignment, as evident below:

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 in front of his eyes

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 feeds 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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A photograph of p.10 of his 5 February 2018 judgment showing that Lord Justice Nugee committed forgery and or fraud by false representation defacing the crucial evidence and facts in the proceedings

Mr Justice Nugee, then a High Court Judge, forged the terms of the EW to EEI assignment, then relying on his falsified version of the assignment to make a gain and to cause loss to EEI, and to prevent justice being served on the Club.

The motive for doing so could not be clearer...

EEI was, by virtue of serving the notice of assignment on the Club on 30 June 2015, granted statutory rights to recover the debt, those rights are conferred in Section 136(1)(a), 136(1)(b) & 136(1)(c) of the Law of Property Act 1925. The act that expressly affirms that '***any absolute assignment of which notice has been given... is effectual in law***'.

Mr Justice Nugee, now Lord Justice Nugee of the Court of Appeal, defaced the crucial evidence, and it is now plain for all to see.

HHJ Pelling KJ and successive 'Judges' including Mr Justice Fancourt, dishonestly deprived Mr Millinder of the rights granted by the Law of Property Act 1925, to hoodwink him of his own investment in the wind turbine project!

What would the ordinary man or woman down the pub think?

Hot topic? High Court Judge forged a crucial document to someone else's prejudice – to defraud a party of over half a million pounds? Or just another day in the life of corrupt Britain?

6. On 11 April 2018 in a rigged without jurisdiction proceeding before Chief ICC Judge Briggs, blatantly corrupt barrister, Ulick Staunton, acting for the Club relied on Mr Justice Nugee's forgery, lying about it and saying this

"It is that which is now relied on as an assignment.

THE CHIEF REGISTRAR: Yes.

MR STAUNTON: My Lord, by that he means the Board Minute, and the Board Minute is set out in full at paragraph number ten.

THE CHIEF REGISTRAR: I see.

MR STAUNTON: It is true - para.10 says:

"It is clear that when the document (inaudible) as not having been disclosed to the Board Minute."

And then what refers, purports to be the assignment is set out in bold in paras.10 and 11.

THE CHIEF REGISTRAR: I see, I see.

MR STAUNTON: That's an exact quote by Mr Justice Nugee of the resolution----

THE CHIEF REGISTRAR: That's exactly - ah, that's where it is.

MR STAUNTON: --which is said to be the assignment.

A photograph of page 15 of the 41-page official transcript of proceedings on 11 April 2018 underlined red for emphasis

7. The offence of Section 3 Forgery & Counterfeiting Act 1981

Forgery and Counterfeiting Act 1981

1981 CHAPTER 45

PART I

FORGERY AND KINDRED OFFENCES

Offences

3 The offence of using a false instrument.

It is an offence for a person to use an instrument which is, and which he knows or believes to be, false, with the intention of inducing somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice.

The EEI claim of the statutory demand of 6 January 2017 was based on the absolute assignment, which Mr Justice Nugee had found was one of the crucial documents withheld in breach of the Club's legal duty of full and frank disclosure during their ex-parte (without notice) financial injunction proceeding designed to prevent EEI from recovering the liquidated sum of the demand, of £530,000, of which £200,000 was the lease premium paid to the Club!

The 'Registrars' of the Insolvency & Companies Court, now known as 'ICC Judges', had defeated the pari passu distribution principle amongst the body of EW and EEI creditors by fraudulently evading / contracting out, the mandatory engaged rule of insolvency set off to defraud Mr Millinder of over £10 million vested in EW, and the £650,000 including interest, vested in EEI.

8. Argument substantiated by final judgments of the House of Lords and Supreme Court on insolvency set off

To cut a long story short, the bottom line is that both the House of Lords in **Stein v Blake**, and the Supreme Court in Bresco Electrical Services v Lonsdale, finally determined that '***set off is mandatory and takes effect on commencement of an insolvency process***'.
The judges involved decided that law did not apply in Mr Millinder's case, bypassing the mandatory law to defraud Mr Millinder of the rights granted by the statutory law, not just once, but twice in two different insolvencies affecting the same person.

In June 2020, the Supreme Court in Bresco Electrical Services, said this at p.29 – 30 of the final judgment on the issue of insolvency set off:

"One example is the balance of contingent or prospective claims under IR 14.25(5). Within the liquidation, a net balance owing to the creditor must be pursued by proof of debt in the ordinary way. The liquidator is entitled to be paid the full amount of any net balance owing by the creditor, and may exercise any available remedies for its quantification and recovery, including litigation, arbitration or ADR: see IR 14.25(4) and (5).

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"

9. What was before HHJ Pelling KC in June 2018

What happened in relation to EW and its cross claim exceeding £10 million against the Club?

On 15 November 2017, EEI had applied to a High Court Judge to deal with allegations of fraud by non-disclosure and false representation during ex-parte financial injunction proceedings, and to deal with false claims made by the Club, purporting to be creditors of EW, when no such claims can be contractually established.

ICC Judge Jones appears to have been installed to cover up the fact that the Liquidator, Mr Hannon of the Insolvency Service, was colluding with the Club and their lawyers, with acts notably described by the courts as acts '***in fraud upon the bankrupt laws***', automatically engaging the rule on anti-deprivation (See: *Belmont Park v BNY*).

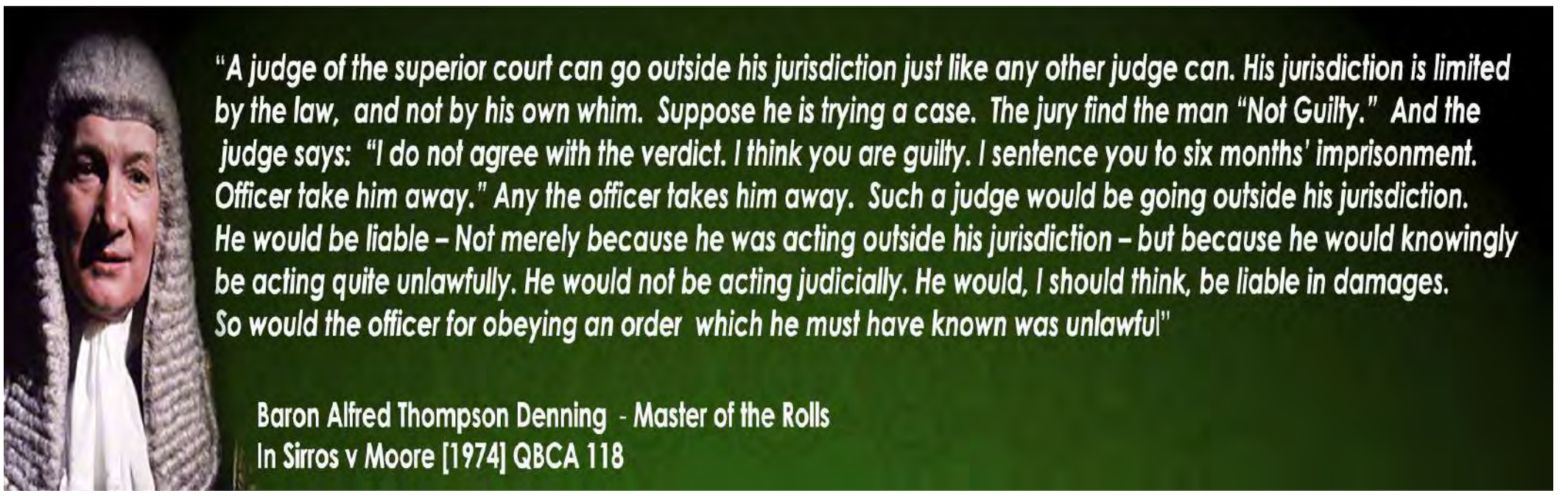
P.2 of the Supreme Court's final judgment in *Belmont*: said this:

"In 1812 Lord Eldon LC confirmed that a term which is "adopted with the express object of taking the case out of reach of the Bankrupt Laws" is "a direct fraud upon the Bankrupt Laws" from which a party cannot benefit: Higinbotham v Holme (1812) 19 Ves Jun 88, 92."

Mr Hannon, the Official Receiver of London, EW liquidator, did what the former Chief Regisatrar Baister who installed him did, he shirked his fiduciary duty to have administered the law, when between 15 August 2016 – 19 September 2016 Chief Registrar Baister wound up EW after bypassing the law on set off, creating an automatically void insolvency order which failed to comply with the statutory requirement.

HHJ Pelling was asked to set aside Jones's judgment of 26 March 2018 founded by his failure to administer the statutory law.

'***There are not varying degrees of nullity.***'



There was no singular reference to the crucial point of law' insolvency set off, anywhere in the ICC Judge Jones judgment of 26 March 2018, and yet that was what the case was all about.

10. The EEI claim that extinguished the Club's automatically void £25,000 claim by winding up petition

What happened in relation to EEI, was that on 21 March 2018, after first working for the Club and covering up their material non-disclosure, finding that no money was owed to the Club, and then forging the terms of the EEI absolute assignment to make his not absolute, Mr Justice Nugee, a High Court Judge, listed EEI's application to set aside the order of 16 January 2017 (said to originate the Club's £25k), for a hearing in the usual way.

6-days later, along came the cheat, Ulick Staunton, counsel for the Club, **who appears to have colluded with ICC Judge Barber**, a Master / Registrar, not only to defeat the High Court Judge's order and the Claimant (EEI), but to have bypassed the law on set off, because the Club never had a claim to prove, but for failure by the Court to have administered the law.

Courtesy of the fraud by Ulick Staunton, the Club, the now Lord Justice Nugee and ICC Judge Barber, on 28 March 2018 EEI was wound up, defrauding Mr Millinder of over £650,000, when the company had no debt.

That's what **Chief ICC Judge Briggs installed HHJ Pelling** to the case to cover up, and he did precisely that…

11. The fraudulent 'purported determinations in June 2018 by HHJ Pelling KC

In all the 29-pages produced by HHJ Pelling KC, there's no single reference to the crucial terms 'set off' as in insolvency set off, or '14.25' as in 14.25 of the Insolvency Rules 2016, yet both the applications he purported to determine, were precisely about that.

HHJ Pelling KC was put in to cover up the fraud, so he covered up the Court's deliberate (fraudulent failure) to administer the mandatory law in respect of the Club's false claims, to defraud Mr Millinder of millions.

We exhibit below HHJ Pelling's fraudulent 'purported determinations' deliberately concealing not only the fraud by Mr Hannon, the Club, Chief Registrar Baister, ICC Judge Barber and Chief ICC Judge Briggs, but also the forged terms of the assignment by the now Lord Justice Nugee.

HHJ Pelling KC was working for the Defendants, but yet, on 8 February 2019, the then Chancellor of the High Court, found that the assignment terms are effective according to Section 136(1) of the Law of Property Act 1925.

On 6 November 2020 Mr Justice Fancourt found that the assignment from EW to EEI was never determined and neither were the 'substantive issues'.

On 6 November 2020 Fancourt J found after examination of the 'purported determinations', including those by HHJ Pelling KC and the former Chancellor of the High Court, Sir Geoffrey Vos ' that in fact, the assignment, which Section 136(1) of the Law of Property Act 1925 determines as being 'effectual in law' was never decided at all.

We include below citations from the 6 November 2020 proceedings in Mr Millinder's case.

Set off was extensively mentioned by Mr Millinder, but again, Mr Justice Fancourt evaded the crucial evidence and facts.

Masters of spin and deceit? The official transcripts reveal all.

"Fancourt J: *Well, **it seems to me the position is that the, the validity of the assignment by EW MFC to EE was never actually decided** by a judge at a, at a trial. It is just that **various opportunities to raise it along the way were never taken and then Mr Millinder was not in the position to do so because ENW was in liquidation**, so he could not raise the point. And then **EE also went into liquidation, did it not**?"*

Fancourt J must have known that the 'various opportunities to raise it along the way were never taken' because his flagrantly corrupt colleagues in the Insolvency & Companies Court defrauding Mr Millinder by depriving him of the statutory set off rights. There was no single reference to 'set off' or '14.25 anywhere in Mr Justice Fancourt's judgment either, whilst evident that Mr Millinder put the point forward in the open Court before him!

12. On 6 November 2020 Mr Justice Fancourt was referring to the completed contractual terms in EW and EEI's favour

***"Fancourt J:** The Chancellor was saying was that, that **the underlying substantive issues have never in fact been tried**, that there was an opportunity to raise such substantive issues at an earlier time, but **they were not taken as points at the right time** and, because of orders that were then made, it is too late to try to raise them now. That, that is really his line of reasoning, I think"*

Fancourt J knew, or he ought to have known, that the 'points not taken at the right time' refereed to the fraudulent conspiracy by the corrupt judiciary and the Defendants acting together to circumvent the law, to make gains and to have caused loss, and to have prevented justice being served on themselves and each other.

The then Chancellor, Sir Geoffrey Vos also bypassed the crucial law, whilst negating to account for the fact that Ulick Staunton, 'U-turned' on the claims on 12 November 2018, knowing that no claims can possibly be established.

It is fraud to conceal fraud, and evidentially, nothing in Mr Millinder's case that ever needed to be determined, ever was, because those are the points that win his case.

13. CONCLUSION

13.1. Welcome to the totalitarian world of lawless two-tier justice Britain

Where providing immunity to corrupt judges, government officials and their cronies takes priority over the rule of law, equality and justice. The establishment makes sure the ball's always in their court, literally. The Club had no worries about its poor performance on the pitch. As Jock Stein said, "***If you're good enough, the referee doesn't matter***" and in this case, all the referees, the purportedly independent fact finders, were playing for the other side.

No judge had jurisdiction to conceal fraud and failure to administer the law with a civil restraint order designed to penalise and curtail a witness or plaintiff from giving evidence. At the heart of the EW claim and the fact that the Club's claims are false, are the 'substantive issues' that Mr Justice Fancourt found had never been tried.

Contractually no rent or energy supply was owed to the Club, proving the cross claim vested in EW, so the Defendants evaded the terms and bypassed the law.

13.2. The duty of inquiry / going behind a judgment – no res judicata in insolvency proceedings where it be shown there's no debt owed in truth and reality

In ***Dawodu v American Express [2001] BPIR 983***, Etherton J provided detailed analysis of judgments from the early 1800's on the duty of inquiry / going behind judgments and he finally determined what's required before exercise of this inquiry is this:

> ***"My only qualification to the summary by Warner J. is that the cases establish that what is required before the Court is prepared to investigate a judgment debt, in the absence of an outstanding appeal or an application to set it aside, is some fraud, collusion, or miscarriage of justice. The latter phrase is of course capable of wide application according to the particular circumstances of the case. What in my judgment is required is that the Court be shown something from which it can conclude that had there been a properly conducted judicial process it would have been found, or very likely would have been found, that nothing was in fact due to the Claimant. It is clear that in those circumstances the Court can enquire into the judgment and the judgment debt, even though the debtor himself has previously applied to have the judgment set aside, and even though that application has been refused and that refusal has been affirmed by the Court of Appeal see Re Fraser [1892] 2QB 633."***

HHJ Pelling KC had before him categoric proof that no money was owed to the Club under the completed terms of the deeds between the parties.

A 12-year limitation period has effect for breach of a deed, which, in this case happened on 30 April 2015.

The claims against the Club are well within the statutory limitation period and yet HHJ Pelling, covered up those terms, trying nothing and then certifying the case as '***no more or less than bound to fail***'

In *Belmont*, the Supreme Court said this:

"103. As has been seen, commercial sense and absence of intention to evade insolvency laws have been highly relevant factors in the application of the antideprivation rule. Despite statutory inroads, party autonomy is at the heart of English commercial law. Plainly there are limits to party autonomy in the field with which this appeal is concerned, not least because the interests of third-party creditors will be involved. But, as Lord Neuberger stressed [2010] Ch 347, para 58**, it is desirable that, so far as possible, the courts give effect to contractual terms which parties have agreed**"

Throughout Mr Millinder's case, it appears clear to us and as found by Fancourt J on 6 November 2020, that the crucial contractual facts in Mr Millinder's favour, the completed terms of the lease and associated deeds were never touched on at all, deliberately creating grave injustice.

13.3. HHJ Pelling KC's affront to the final Court of Appeal judgments on the public policy issue of 'TWM'

It was an outright lie by HHJ Pelling and all the rest that did certify Mr Millinder's case as '***no more or less than bound to fail***'.

There are two leading judgments on the important public policy issue of 'TWM' (meaning no more or less than bound to fail). At p.15 in ***R (Grace) v Secretary of State for the Home Department [2014] EWCA Civ 1091*** the Court said this:

> ***"First, no judge will certify an application as TWM unless he is confident after careful consideration that the case truly is bound to fail. He or she will no doubt have in mind the seriousness of the issue and the consequences of his decision in the particular case."***

The Court of Appeal drew the distinction at paragraph 15 of the judgment, between an application within the case and the case itself.

The in the second leading judgment on the issue of 'TWM'***; R (Wasif) v Secretary of State for the Home Department [2016] EWCA Civ 82*** ,the Court of Appeal finally determined the public policy rule when any judge is considering a 'TWM' certification and at p.19 the Court said this:

> ***"But where the application is certified as TWM, so that the claimant has reached the end of the road (subject to appeal), peculiar care must be taken to ensure that all the arguments raised in the grounds are properly addressed."***

The Court of Appeal finally determined that all the arguments raised in the grounds are properly addressed, but HHJ Pelling KC concealed the contractual facts, he affronted the final judgments going back to the early 18th century on the '***no res judicata rule'***, and on the balance of probabilities, he knew as well as the ordinary informed lay observer does, that no money was ever owed to the Club.

But for failure to administer the mandatory rule, neither of Mr Millinder's companies were insolvent, it was all fraud, and then more fraud, by the judges concealing their own fraud. As we said, '***there are not varying degrees of nullity'*** but this lot make them anyway. Time for a clear out?

14. LINKS TO EVIDENCE

1. **The 14.4 formal proof of debt form** that the Liquidator, Mr Hannon, formally accepted on 2 February 2017, contrary to Judge Pelling's lies saying to formal proof was accepted.

2. **Middlesbrough Football Club's 31 May 2018 application for an Extended Civil Restraint Order** against Mr Millinder – The automatically void application impermissibly trespassing on Mr Millinder's privilege of absolute witness immunity from suit.

3. **Judgments by HHJ Pelling in this case dated 7 and 28 June 2018** that deliberately (fraudulently) negate any mention of the crucial rule on set off that HHJ Pelling KC and his cohorts evaded to engineer their fraud by depriving Mr Millinder of statutory rights anyone else in his position was entitled.

15. INVITATION TO COMMENT

What is the purpose of a judge who does not judge, and what would the ordinary man down the pub think?

HHJ Pelling KC, the Lady Chief Justice, the Prime Minister's Anti-Corruption Champion, the Attorney General, Secretary of State for Justice and Serious Fraud Office have been invited to comment on this report.

All comments will be published in the public interest.

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

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