

ICC Judge Barber a danger to the public



ICC Judge Barber, AKA Sally Barber, formerly known as Registrar Barber is not in fact a Judge, as in a judge of the High Court, but a Registrar (Master) of the High Court of Chancery specialising in insolvency and companies law cases. 'ICC' stands for 'Insolvency & Companies Court', based at the Royal Courts of Justice, Rolls Building, Fetter Lane, London.

In this short real-evidence based article we expose how ICC Judge Barber impermissibly trespassed on a case that was in the exclusive jurisdiction of a High Court Judge, to defeat the Claimant, and the High Court Judge's order, in a fraud case, by winding up / liquidating the applicant in fraudulent insolvency proceedings, without any debt, to defraud the victim and his Firm of over £650,000!

Life changing sums of money, hoodwinked in less than 10-minutes, in absence of law by ICC Judge Barber and her associate barrister, Ulick Staunton.

We tell it for the ordinary man or woman down the pub, everyone can get it. We show you, in simple speak, that those entrusted to administer justice in the UK, are unworthy of the positions they hold. Unregulated, lawless and out of control? You decide.



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

We're not trying to discriminate against ICC Judge Barber by saying that she is a danger to the public, although that is factual.

We're not trying to single any of them out, that wouldn't be fair. Chief ICCJ Briggs, the Master of the Rolls, head of Civil Justice for England and Wales, and many other senior judicial subjects, are likewise.

Treasonous conduct exhibited by a sect of judicial transgressors who walk all over their official oaths? We'd be doing our country and our people real injustice not to fully expose their tyranny.

Judges can also pervert the course of justice 'no one is above the law'

In sentencing David McLuckie, the former Cleveland Police Chairman for perverting for bypassing the law over a summary driving points offence...



Jailed: Boro Lad - David McLuckie

"This kind of offence does really strike at the heart of the legal system and is so serious that only custody can be afforded to it"

"This case is not really about penalty points, it's about justice and equality before the law."

You are not entitled to avoid the law or interfere with the course of justice"

His Honour Judge David Wood - Newcastle Crown Court

What's knowingly defeating a High Court Judge's order just a week after it was made, to prevent justice being served on the Defendants, if it's not perverting?

We feature this video, where fellow Judge, Constance Briscoe, was also jailed for perverting, just over a summary driving points offence.



Judge, Constance Briscoe is jailed for 16-months for perverting the course of public justice.
'No one is above the law'

Where McLuckie and Briscoe were concerned, there wasn't hundreds of thousands of pounds of fraud involved like there is here.

In this case, ICC Judge Barber was perpetrator of the fraud, dishonestly depriving EEI of the statutory set off rights to make gains and to have caused loss is fraud, as it is, an act without jurisdiction.

Failure to comply with the mandatory statutory requirement, when the rule is engaged, can only result in a nullity and, 'there's not varying degrees of nullity'.

If an act is void, it's automatically void and everything founded by it is also void.

The case of Middlesbrough Football Club v Earth Energy Investments LLP (and vice versa)



Insolvency law requires that when there are claims arising through pre-insolvency mutual dealings between the insolvent and a creditor, or one claiming to prove, the sums due from one, must be set off against sums due from the other. (See: [R.14.25 Insolvency \(England & Wales\) Rules 2016](#); *Stein v Blake* [1995] UKHL 11 & *Bresco Electrical Services Ltd v Michael J Lonsdale* [2020] UKSC 25).

In 2020, the Supreme Court in *Bresco* put it this way:

29... whereas legal or equitable set-off is essentially optional, taking effect only if the cross-claim is pleaded as a defence to the claim, **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).

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.”*

In 2022 this Firm acquired the high-profile case from Mr Millinder, who we allege to be the victim of a protracted malicious campaign of abuse by the English judiciary over 7-years.

We show you all how a sect of ‘judges’ evaded the law, then concealed the crucial evidence and facts to prevent justice being served on the Defendants and themselves.

The Club defeated the contractual purpose on 30 April 2015, by refusing EW the connection on the finalised terms of the Connection Offer that was already agreed and completed by 4 January 2013.

The contractual purpose was to ‘***construct, connect to the grid and operate***’ a 90-metre-high wind turbine at the Stadium.

Chronology of events

On 25 June 2015 the Club demanded money, £75,000 rent and £181,269.89 energy supply (£256,269.89).

On 29 June 2015 the Board of EW assigned the investment made in taking its development project to a construction ready phase to EEI.

On 19 August 2015 the Club forfeited the lease. The claims against the Club vested in EW and EEI arise from that.

On 19 September 2016, EW was wound up when the Club falsely claimed to be creditors in the sum of £256,269.89.

The then Chief Registrar, bypassed the mandatory law on set off, failing in his duty to have set off the EW claim substantially exceeding the Club’s claim, as the law required. That was EW out of the way for the Club, the rules of the game, never figured. Then it was onto EEI.

On 6 January 2017 EEI served the Club a statutory demand for £530,000, the assigned investment made in EW thrown away when the Club forfeited the lease that it had been paid £200,000 for by EW.

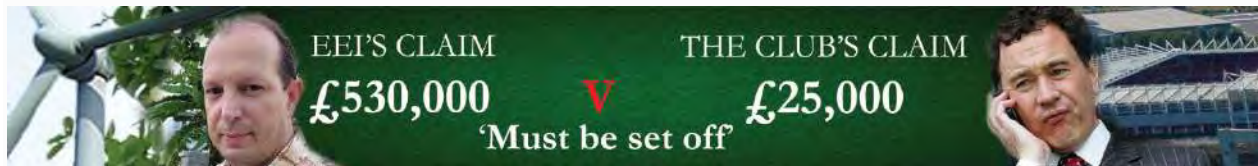
On 9 January 2017, the Club attended a without notice (ex-parte) financial injunction hearing to ‘refrain presentation of the EEI demand’.

On 16 January 2017 the injunction was disposed of, with an order, said to have been by consent, but disposed by EEI, awarding the Club £25,000.

It was later found by Mr Justice Nugee on 5 February 2018 that the Club had withheld material information to conceal the important facts and evidence proving the EEI demand, which required EEI to make a second application to try the fraud.

The Middlesbrough Football Club winding up petition

On 12 February 2018, Middlesbrough Football Club and their lawyers appear to have been given a license to 'bypass / avoid the law and justice by the English judicial establishment.



Acting to affront and defeat the mandatory engaged rule on insolvency set off, on 12 February 2018, the Club presented a winding up petition against EEI.

On 1 March 2018 EEI applied to set aside the consent order on the grounds that he was alleged to have been founded by fraud and that in any event, the EEI claim set off the Club's £25,000.

On 20 March 2018 the Club and their lawyers applied to Mr Justice Nugee to strike out EEI's application to set aside the £25,000 purported winding up petition debt originating by their order of 16 January 2017.



Empowering Wind MFC Ltd (EW) owned by Earth Energy Investments LLP ('EEI') were to have '*constructed, connected to the grid and operated*' **'Europe's first wind powered football stadium'** until the Club refused the connection, leaving the firm with huge losses

The High Court Judge's order of 21 March 2018

On 21 March 2018 Mr Justice Nugee made the order below:

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

Claim No: CR-2017-000140



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

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:

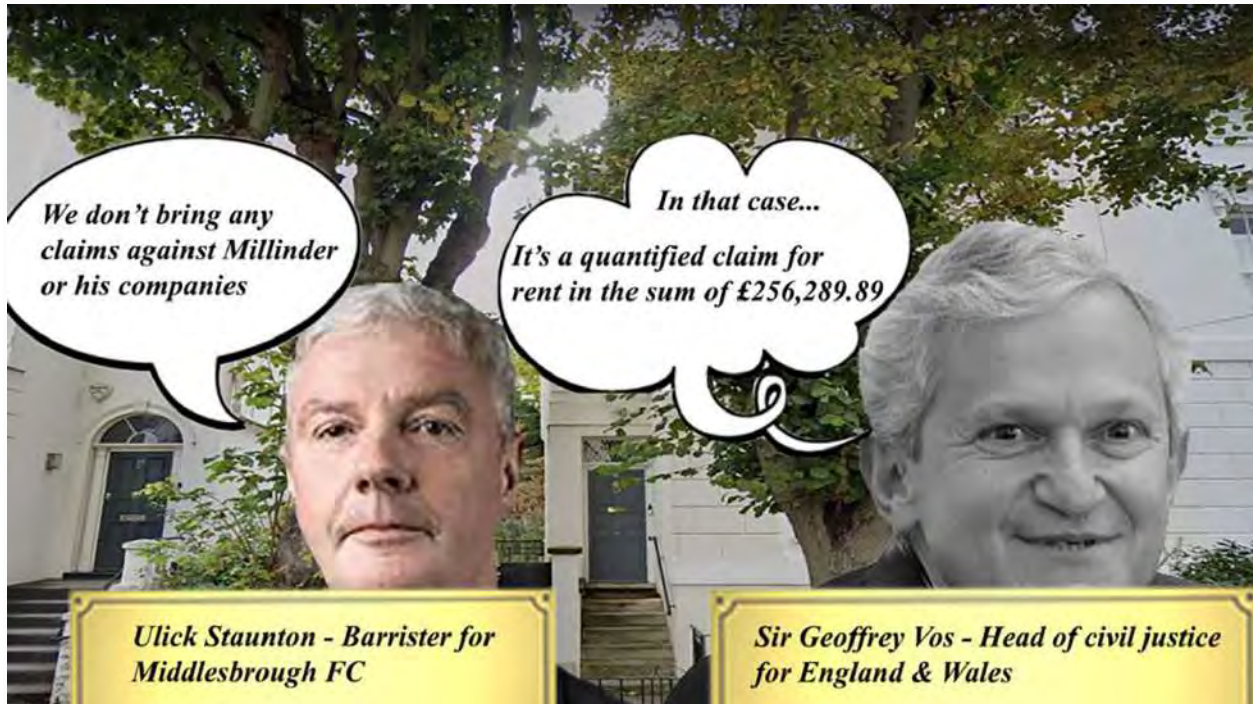
1. The Court does not think fit to dismiss the Application without a hearing.
2. The Application be listed for hearing in the usual way.

REASONS

On 21 March 2018 High Court Judge, Mr Justice Nugee dismissed the Club's application attempting to strike out EEI's application for a fraud trial and listed EEI's application to set aside the order of 16 January 2017 for a hearing in the usual way.

Just 6-days later ICC Judge Barber came in to defeat the High Court Judge's order

ICC Judge Barber has a long affiliation with barrister, Ulick Staunton, acting for the Club.



What happened was rather than to have acted in the interests of justice and withdrawn the abuse of process petition, it appears that ICC Judge Barber conspired with Ulick Staunton, the Club and their lawyers, Womble Bond Dickinson (UK) LLP in Newcastle, to defeat the Judge's order to avoid a trial of the application to set aside the £25,000 order that EEI alleged was founded by fraud.

Earth Energy Investments LLP's authorised representative was taken ill – The 27 March 2018 sealed letter

On 27 March 2018 EEI filed the letter we exhibit below, it was sealed by ICC Judge Barber and her Court, affirming that the letter was read.

The letter expressly referred to the High Court Judge's order of 21 March 2018 and the fraud proceedings listed for trial relating to alleged material non-disclosure during without notice financial injunction proceedings, and alleged blackmail by the Club, also arising from the same order, 16 January 2017.

It cannot be said that ICC Judge Barber, Mr Staunton, the Club and their co-defendants did not know on 28 March 2018 that their purported £25,000 winding up petition was a flagrant abuse of process.

In two-tier justice England, the laws and even the High Court Judge's order, mattered not, not where ICC Judge Barber and the Club were concerned, they were going in for the kill, without jurisdiction in absence of law.

In the High Court of Justice
Chancery Division



In the matter of the Insolvency Rules 2016:

Earth Energy Investments LLP

CR-2018-001137

Claimant

And;

Middlesbrough Football & Athletic Company (1986) Limited

Defendant

Letter for Judge

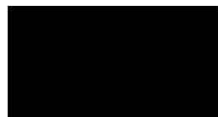
Dear Judge,

27th March 2018

I am unable to attend the hearing today due to a stomach bug.

In my absence I make the following submissions;

1. That the parties were acutely aware that the £25k was subject to challenge and the Application is to be heard by Mr Justice Arnold on 6th June 2018;
2. That on 12th February 2018 matters were subject to proceedings as to CR-2017-008690 where the evidence to prove material non-disclosure at the ex-parte hearing of 9th January 2017 is filed;
3. I enclose a copy of the Order made by Mr Justice Nugee in relation to my Application as to fraudulent non disclosure and blackmail, when the Defendants made an application to Bristol County Court in the sum of £555,000 on 7th September 2017 when no such Order of the Court exists, relating to the same Order obtained when the Defendants withheld 172 pages of witness exhibit from that ex-parte hearing to which proceedings relate;
4. I did not agree to the Consent Order dated 16th January 2017 and I refer to the Penningtons Manches LLP letter dated 11th January 2017;
5. The Claimant has a counterclaim against the Defendants substantially exceeding the £25,000 that the Claimant does not owe;
6. It is therefore submitted that the Petition be dismissed and that costs are awarded to the Claimant in relation to its abortive costs from the wind turbine project, or;
7. That the Petition hearing be adjourned until after 10th June 2018 or until such time as the hearing of the case my Mr Justice Arnold is concluded.



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No Judge acting properly could possibly have contemplated making a winding up order on 28 March 2018 knowing that there is a High Court Judge's order of 21 March 2018 listing EEI's case to set aside the alleged petition debt for a hearing – ICC Judge Barber did it anyway!

On 12 November 2018, after having falsely claimed to be creditors of EEI's subsidiary, making spurious claims of £256,269.89, £541,308.89 and £4,111,874.75 to the Official Receiver, Ulick 'U-turned' on the claims at paragraph 37 of his skeleton argument before the then Chancellor of the High Court, Vos, prior to Sir Geoffrey Vos lying in his judgment saying that the claim Ulick U-turned on was a '*quantified claim for rent*' knowing that no rent was owed and that £181,269.89 of it was an invoice for energy supply!

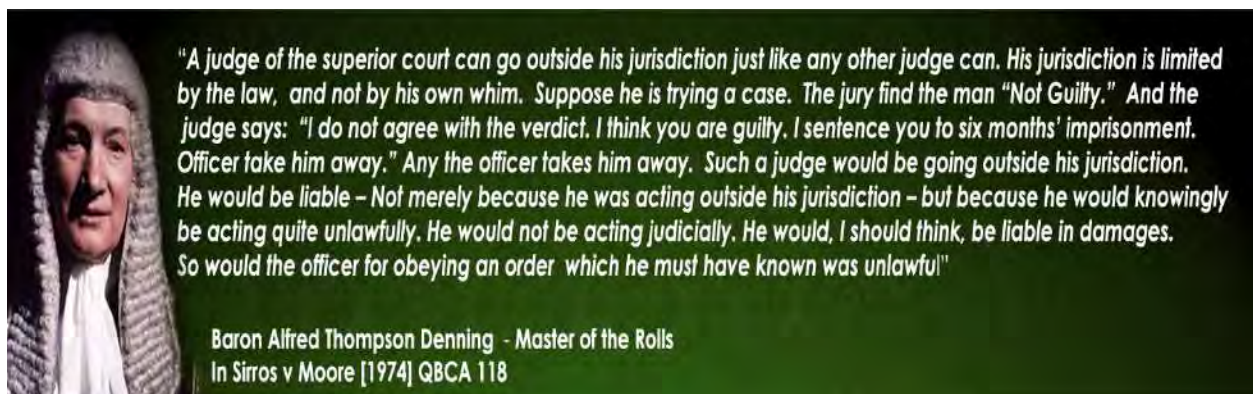
“Rs do not bring any claim against A, or Empowering or Earth Energy, save that Rs claim £25,000 from Earth Energy under the consent order of 16 January 2017.”

– Paragraph 37 of Mr Staunton's skeleton for the Club, dated 12 November 2018.

On 28 March 2018, acting on her own whim, ICC Judge Barber acted as an agent for the Club, working with Ulick Staunton the obviously dishonest barrister to defeat not only the statutory law and the Claimant to evade justice, but the High Court Judge's order at the same time!

ICC Judge Barber wound up EEI so that the cause of action it was taking against the Club, and two-days prior, against the Club and the Official Receiver, fell back into the hands of the Official Receiver.

What jurisdiction did a Master / junior judge have to knowingly defeat a High Court Judge's order, just pretending it did not exist?



On 12 February 2018 the EEI claim of its demand plus statutory commercial rate interest was over £650,000!

The Club had no petition debt, so they, assisted by the '*judge who deliberately did not judge*' Sally Barber, evaded the law, to ensure the Club and their cohorts evaded justice.

Below we exhibit the 5-page official transcript of the rigged proceeding by ICC Judge Barber in absence of EEI, law and justice.

If this Transcript is to be reported or published, there is a requirement to ensure that no reporting restriction will be breached. This is particularly important in relation to any case involving a sexual offence, where the victim is guaranteed lifetime anonymity (Sexual Offences (Amendment) Act 1992), or where an order has been made in relation to a young person.

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IN THE HIGH COURT OF JUSTICE

No. CR-2018-001137

QUEEN'S BENCH DIVISION

BUSINESS AND PROPERTY COURT OF ENGLAND & WALES

INSOLVENCY & COMPANIES LIST

Rolls Building
Fetter Lane
London EC4A 1NL

Wednesday, 28th March 2018

Before:

INSOLVENCY AND COMPANIES JUDGE BARBER

B E T W E E N :

EARTH ENERGY INVESTMENTS LLP

Debtor/Applicant

- and -

MIDDLESBROUGH FOOTBALL AND ATHLETIC
COMPANY (1986) LIMITED

Creditor/Respondent

THE DEBTOR/APPLICANT did not appear and was not represented.

MR U. STAUNTON (instructed by Womble Bond Dickinson (UK) LLP) appeared on behalf of the
Creditor/Respondent.

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(Transcript prepared from poor quality recording)

(12.07pm)

- A** MR STAUNTON: Judge, for the second time around, I believe perhaps you received an email or the court received an email from Mr Millinder----
- JUDGE BARBER: Yes.
- MR STAUNTON: -- which I----
- B** JUDGE BARBER: Who is Mr Millinder?
- MR STAUNTON: The debtor----
- JUDGE BARBER: He's the director, is he?
- MR STAUNTON: The debtor's only one member which is Mr Millinder.
- C** JUDGE BARBER: I see.
- MR STAUNTON: So, he's the sole representative. Mr Millinder has a tendency to fire off numerous emails, so I hope I have in mind the one that you're looking at. He says he's unwell----
- JUDGE BARBER: Yes.
- D** MR STAUNTON: -- and unable to attend court and invites the court to dismiss the petition on the basis it's an abuse or to adjourn it to sometime from 10th June.
- JUDGE BARBER: Yes.
- MR STAUNTON: May I explain why neither of those grounds are good grounds for adjourning the petition?
- E** JUDGE BARBER: Is this the first hearing of the petition?
- MR STAUNTON: It is, yes, but the matter----
- JUDGE BARBER: He's----
- MR STAUNTON: Yes, but the matter----
- F** JUDGE BARBER: -- saying in his email that the -- the petition is disputed.
- MR STAUNTON: Indeed, but that matter has been fully ventilated in front of Judge Jones, terminating Monday of this week when he dismissed (inaudible) application. I can explain what that is. And also, the adjournment to 10th June is because he wanted to make a second application, the first having been dismissed by Mr Justice Nugee on 5th February. Can we go back? Earth Energy has a fully owned subsidiary, Empowering Wind, which is now in the process of being wound up. The liquidator is Mr Hammond from the OR's office. The subsidiary had an agreement with the petitioner. The petitioner has, as part of that group, terminated the agreement and also a lease underlying it and Mr Millinder then said, "Well,
- G**
- H**

the subsidiary has a significant claim for damages against Middlesbrough”, but it never brought any proceedings.

A JUDGE BARBER: It’s not a cross-claim then.

MR STAUNTON: That is the cross-claim.

JUDGE BARBER: Well, it’s not a cross-claim though, is it?

MR STAUNTON: Well, I – in my submission, no, however, the company – the subsidiary then goes into liquidation and Mr Hammond’s the OR. Mr Hammond’s filed a report that the subsidiary has no assets, so he cannot investigate the claim that Mr Millinder says the subsidiary has against Middlesbrough.

B JUDGE BARBER: Yes.

MR STAUNTON: On 15th November, Earth Energy issued another application, amongst other things that it wants directions that that claim should be pursued. That came on before Judge (inaudible) for the first hearing on 21st December, where he made it clear to Mr Millinder that as the subsidiary had no assets it couldn’t pursue the claim unless Mr Millinder could put forward proposals to finance that claim, and he adjourned it to allow Mr Millinder to put in such evidence. It came back before Judge Jones on Monday of this week where Mr Millinder had failed to put in any sensible evidence to finance the claim and Mr Hammond said that obviously the subsidiary couldn’t pursue it. Judge Jones then dismissed that application. That’s the cross-claim. That’s disposed of Monday of this week.

E Now, to 10th June. In January ’17 the (inaudible) obtained an injunction restraining Earth Energy from presenting a petition. That was disposed of by agreement on 16th January whereby Earth Energy agreed to pay £25,000 in costs. That’s addition debt. In January of this year Mr Millinder applied to set aside the injunction on the grounds of non-disclosure. That was heard by Mr Justice Nugee who dismissed the application. On 1st March Mr Millinder issued an identical application. That’s to be heard in the three-day window of 6th June, so again it’s simply a repeat of an application that’s already been dismissed. So, the two grounds that Mr Millinder puts forward to resist the petition have already been dealt with and disposed of by the court.

F JUDGE BARBER: Yes, I see.

MR STAUNTON: So, he seeks to keep the ball alive but in an improper fashion.

JUDGE BARBER: Yes, very well.

H MR STAUNTON: So therefore, on the invitation of the creditors----

A JUDGE BARBER: Well, on the basis of what I've been told, I'm not minded to accede to the
informal written request that the petition be adjourned. The grounds of dispute which
Mr Millinder now seeks to raise have already been dealt with and adjudicated upon by
judges of the High Court and, on that basis, any further attempt to revisit those arguments
would be abusive. I am not minded to adjourn the petition simply to allow Mr Millinder an
B opportunity to put forward arguments which have already been adjudicated upon. That
would be simply facilitating an abuse of process. The debt is a judgment debt. It is clearly
due and owing. The partnership has not paid it. On that basis I make the usual compulsory
order main proceedings.

MR STAUNTON: I'm obliged.

(12.12pm)

C

CERTIFICATE

D Opus 2 International Ltd. hereby certifies that the above is an accurate and
complete record of the proceedings or part thereof.

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They all remain at large for in the UK, two-tier justice prevails and many are made *'above the law'*

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

Invitation to comment

ICC Judge Barber, Chief ICC Judge Briggs, and the new Chancellor of the High Court, Lord Justice Birss, who is responsible for the conduct of the High Court Judges and ICC Judges of the Court of Chancery, have been invited to comment.

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Comments please.

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



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Restoring the rule of law & holding the unaccountable to account

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