

ICC Judge Jones & the High Court's insolvency fraud



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ICCI Jones, AKA Clive Hugh Jones formerly known as Mr Registrar Jones, is a Registrar / Master of the Insolvency & Companies Court, the High Court of Chancery located at the Rolls Building, Fetter Lane, London.

In this bombshell investigatory report based on real evidence, we expose the Chancery High Court's Insolvency & Companies Court and its officers for acting fraudulently in deliberately failing to judge, concealing crucial facts and evidence and evading the law.

ICC Judge Jones is a barrister specialising in insolvency law, he was called to the Bar in 1981, and became a deputy Registrar of the Chancery High Court Insolvency & Companies Court in 2007.

Jones can't try and argue that he did not know of the crucial rule of insolvency set off, so, one must naturally ask, why is the point missing from his judgment, when that's what the case was all about?



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

Insolvency fraud by dishonest deprivation of statutory set off rights:

This high-profile case, acquired by this Firm in March 2022, is one of many we investigated where judges and insolvency practitioners are engaging in fraudulent and corrupt practices to procure pecuniary interest by deceptive means.

Alleged criminal judicial misconduct conduct by ICC Judge Jones, Chief ICC Judge Briggs and others within the Insolvency & Companies Court entailed deception to take away legal rights, to deprive creditors of property perpetrated by acts including making false representations, failing to disclose necessary information, and abusing positions of trust. In this case, it was a combination of all three together.

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 ICC Judge Jones, then 'Mr Registrar Jones' that are, in anyone's opinion, blatant fraudulent affronts to justice designed to ensure 'justice was not done', and proceedings were contrary to the law.

MISCONDUCT

Treacherous conduct by ICC Judge Jones & the Insolvency & Companies Court

ICC Judge Jones, like all judges in England & Wales swore solemn oath on taking office, having effect on these terms (bold underlined for emphasis):

Oath of allegiance

*"I, Clive Hugh Jones, do swear by Almighty God that I will be faithful and bear true allegiance to His Majesty King Charles the Third, his heirs and successors, **according to law.**"*

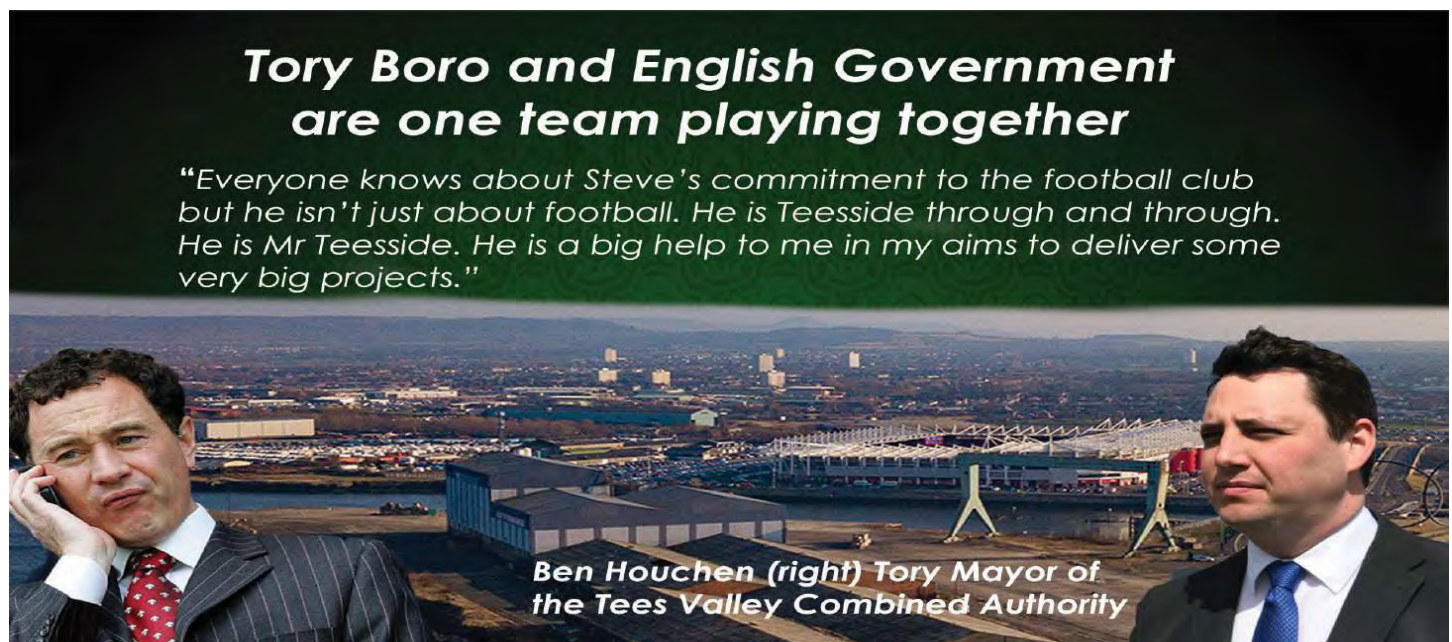
Judicial oath

*"I, Clive Hugh Jones, do swear by Almighty God that I will well and truly serve our Sovereign King Charles the Third in the office of Chief Registrar of the Chancery High Court Insolvency & Companies Division, and I will do right to all manner of people after the laws and usages of this realm, **without fear or favour, affection or ill will.**"*

It is alleged that between 15 November 2017 – 5 October 2018 ICC Judge Jones acted in conspiracy with Middlesbrough Football Club, their lawyers (Womble Bond Dickinson (UK) LLP, Mr Justice Arnold (now [Lord Justice Arnold](#)), Mr Justice Nugee (now [Lord Justice Nugee](#)), [Chief ICC Judge Briggs](#), [ICC Judge Barber](#) and HHJ Philip Mark Pelling in a protracted and severe affront to justice.

ICC Judge Jones acted to deprive Mr Millinder and EEI of the mandatory engaged rule on insolvency set off ([14.25 Insolvency Rules 2016](#)), also evading the statutory duty of inquiry ([Rule 14.11 Insolvency Rules 2016](#)) to avoid exposing the true facts.

Contractually no money was ever owed to the Club, so there was no debt for them to have claimed, but they claimed anyway, to cause loss with their fraudulently maladministered insolvency proceedings.



Fraudulent concealment by ICC Judge Jones and deprivation of statutory rights

At the heart of the cross claims arising from contractual pre-liquidation mutual dealings between the Club and Empowering Wind MFC Ltd ('EW'), and the Club and Earth Energy Investments LLP ('EEI'), is the fact that no money was owed to the Club, prior to them refusing the connection, or after.

The Club defeated the contractual purpose, then made an unwarranted demand, forfeiting the lease off back of that, leading to the multi-million-pound claim against them in favour of EW, being the revenue it would have otherwise gained through sale of electricity produced by the turbine.

To facilitate the British establishment's fraudulent judicial stitch up, the only way they could have done it was to evade the law, so they did!



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



6,483 views 2 Feb 2024

Mr Millinder of EW on the left, Steve Gibson MBE, Chairman of the Club on the right and the cross claim vested in Empowering Wind MFC Ltd ('EW) extinguished the Club's purported claim

Law required that the unwarranted demand claim made by the Club in the sum of £256,269.89 be set off against EW's claim, between 15 August 2016 when the Club's barrister, Ulick Staunton of Radcliffe Chambers, falsely claimed to be a creditor by presenting that claim in Court, and the Court considering winding up.

On 19 September 2016 Chief Registrar Baister, an associate of Staunton's affronted justice, bypassing the mandatory engaged rule, winding up EW in absence of law when the Company wasn't insolvent.

Mr Hannon, the Official Receiver of London was, at the same time in that winding up order, installed as liquidator of EW.

The Insolvency Service Technical Manual for Official Receivers

The [Insolvency Service Technical Manual](#) is the 'bible' for all Official Receivers with fiduciary duties to act as trustees in bankruptcy, administrative receivership or as liquidators of insolvent companies.

Nobody could ever say that the Court, Mr Hannon and his cohorts at the Insolvency Service weren't aware of the crucial statutory duty to have set off the Club's claims. They just decided that law and justice did not apply to Mr Millinder.

Right of set-off

 Hide

43.149 Right of set-off – general

Where, before a company goes into liquidation¹ or a bankruptcy order is made, there have been mutual credits, mutual debts or other mutual dealings between the insolvent and any creditor of the insolvent proving or claiming to prove for a debt, an account must be taken by the official receiver, as liquidator or trustee, of what is due from each party to the other in respect of the mutual dealings and the sums due from one party to the other must be set-off².

The balance, if any, once the account has been taken, is provable as a debt in the bankruptcy³.

By way of summary example, therefore, if a creditor owes an insolvent £1,000 and the insolvent owes that same creditor £1,500, the two amounts will be set-off and the provable debt would be £500, being the difference between £1,500 and £1,000.

1. Section 247

2. Rule 14.25; Section 323

3. Rule 14.25(2) to (4); Section 323(4)

43.150 Right of set-off – balance due to the estate

It is possible for the provisions relating to the right of set-off to operate to reduce a book debtor's liability to an insolvent estate.

43.151 Right of set-off – purpose of the provisions

The purpose of the provisions relating to insolvency set-off are to do substantial justice between the insolvent and their creditors¹. It would be unjust if the creditor had to discharge their debt to the insolvent in full while being left only with the right to prove and perhaps eventually receive a dividend in respect of the debt due to them.

1. Forster v Wilson 152 ER 1165

43.152 Set-off is mandatory

Insolvency set-off is mandatory and cannot be excluded by agreement between the parties¹.

1. National Westminster Bank Ltd v Halesowen Presswork and Assemblies [1972] AC 785

43.153 Mutual credits, mutual debts or other mutual dealings

The legislation requires that, for set-off to take effect there have to have been mutual credits, mutual debts or other mutual dealings between the parties.

Mutual credits arise where one or both parties to a transaction allow the other party to pay the sum due at a later date or on the occurrence of an agreed event¹.

Mutual debts arise where the insolvent and the other party owe each other a sum due payable now or in the future².

1. Ex parte Charles Prescott (1753) 26 ER 147

2. Clark v Cort (1840) 41 ER 449

Rule 14.11 of the Insolvency Rules 2016 was engaged on EEL's application of 15 November 2017

PART 14

CLAIMS BY AND DISTRIBUTIONS TO CREDITORS IN ADMINISTRATION, WINDING UP AND BANKRUPTCY

CHAPTER 2

Creditors' claims in administration, winding up and bankruptcy

Exclusion of proof by the court

14.11.—(1) The court may exclude a proof or reduce the amount claimed—

- (a) on the office-holder's application, where the office-holder thinks that the proof has been improperly admitted, or ought to be reduced; or
- (b) on the application of a creditor, a member, a contributory or a bankrupt, if the office-holder declines to interfere in the matter.

(2) Where application is made under paragraph (1), the court must fix a venue for the application to be heard.

(3) The applicant must deliver notice of the venue—

- (a) in the case of an application by the office-holder, to the creditor who submitted the proof; and
- (b) in the case of an application by a creditor, a member, a contributory or a bankrupt, to the office-holder and to the creditor who made the proof (if not the applicant).

Case law – The engagement of Rule 14.11 Insolvency Rules 2016

A few years after ICC Judge Jones and his Insolvency & Companies Court re-wrote the Act of Parliament on his own whim, in 2021 the High Court in [*Paragon Offshore Plc Re \[2021\] EWHC 2275*](#), at paragraph 33, determined when the rule is engaged:

*“As Mr Phillips sets out in his skeleton, there is no requirement for a creditor to submit a proof of debt. This is entirely a matter for the creditor in question. So, **in order for rule 14.11 to be engaged, there must be a proof which has been submitted and upon which a determination has been made.**”*

The 3 determinations by the Official Receiver as liquidator of EW engaging the rule on the Club's spurious claims

On 1 December 2016 Middlesbrough Football Club falsely claimed to be a creditor of EW by submitting a proof of debt in the sum of £256,269.89 to Mr Hannon, Official Receiver deployed as liquidator. The mandatory statutory law of due process required that the Liquidator was to have wholly rejected, or to have set off, the fictitious proof of debt, pursuant to [Rule 14.25 Insolvency Rules 2016](#).

1. The first decision by Liquidator in relation to the proof of debt claim:

Mr Hannon, the liquidator, decided not to administer the law when the rule was engaged on Middlesbrough FC's 1 December 2016 proof of debt.

2. The second decision by Liquidator in relation to the proof of debt claim:

After having unlawfully gained sight of the rest of the EW proofs of debt, the Club and their lawyers discovered that EEI were lodged as creditors in the sum of £530,000.

On 20 December 2016 Hannon, the Liquidator, made the decision once again to admit Middlesbrough FC's second proof of debt, in the sum of £541,308.89, evading the mandatory law of due process that required him to have set off the claim and pursued the Club for net balance owed to the Company.

3. The third decision by Liquidator in relation to the proof of debt claim:

On 20 February 2017 the Club's lawyer falsely claimed that the Club was a creditor of EW for £4,111,874.75, increasing from £256,269.89 of which £181,269.89 was in invoice for energy supply they were contractually prohibited from invoicing for. £4,031,664.80 was for energy supply!

Hannon decided on the third count to admit the Club's obviously false proof of debt, when law required him to have wholly rejected the bad proof of debt, or in the only plausible alternative, to have set it off pursuant to Rule 14.25 Insolvency Rules 2016.

Hannon decided again that law does not apply to EW, and decided to defeat the primary insolvency legislation on the third count, by 'contracting out' / bypassing the law in abuse of his fiduciary duties to EW creditors.

The Prospect Law pre-action letter served on the Liquidator of EW on 18 August 2017

Prior to filing the application against Mr Hannon, the Liquidator of EW and the Club, on 18 August 2017 Edmund Robb, counsel instructed to act for Mr Millinder, served the pre-action letter on them.

The letter below displays a court seal in the proceedings circumvented by ICC Judge Jones, that fell into the exclusive jurisdiction of a High Court Judge! See: [Practice Direction 2B, Section 2, Rule 3.1\(a\) & 3.1\(b\)](#).

The Official Receiver and the High Court Insolvency & Companies Court evaded the statutory law:

We exhibit below the first and last pages of Prospect Law's pre-action letter specifically requesting that the Official Receiver performed on his duties, making decisions in respect of the Club's proofs of debt:



PROSPECT
LAW



Date: 18 August 2017
Our Ref: EMP0012
Your Ref: LQD4815341

CR-2017-008690

FAO Mr. A Hannon
Official Receiver's Office
The Insolvency Service
2nd Floor,
4 Abbey Orchard Street
London, SW1P 2HT

By Post & Email: tony.hannon@insolvency.qsi.gov.uk;
insolvency.complaintsinsolvency@qsi.gov.uk

Dear Sirs,

EMPOWERING WIND MFC LIMITED IN LIQUIDATION ("EWMFC")

We act for Mr Paul Millinder, and we refer to our client's previous correspondence with you in relation to the above-mentioned company.

1. As you are aware, EWMFC was the subject to a compulsory winding up order on 19 September 2016 on the petition of HMRC in respect of a debt said to be in the sum of £21,400.
2. As you are also aware, an alleged creditor of EWMFC, Middlesbrough Football Club ("MFC") submitted a proof of debt form lodged on 2 February 2017 in respect of a claim of £4,111,874.75.
3. We note that there has already been extensive correspondence between you and our client in connection with these matters. You will be aware, therefore, of our client's position that:
 - i. EWMFC has a substantive defence to MFC's claim; and,
 - ii. EWMFC has a very substantial claim against MFC.
4. We add that, as it appears clear to us, the vast majority of MFC's claim is contingent liability pursuant to a contract that can, and should, be disclaimed as onerous by the Office Holder.
5. In these circumstances, we write this letter to invite the Official Receiver to:

Prospect Law Ltd
23 Berkeley Square, London W1J 6HE
T +44 (0)20 7947 5354

Regus House, Pegasus Business Park, Castle
Donington, Derbyshire DE74 2TZ
T +44 (0)1332 818 785

@prospectupdate
E info@prospectlaw.co.uk
www.prospectlaw.co.uk

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The Legal Position

64. The Official Receiver has the power to reject the proof of debt (Insolvency Rules, 1986, Rule 14.7). An office-holder's decision on a proof may be challenged.
65. There is clearly a defence to the claims, and, there is clearly a corresponding claim, and one of far greater value. Rule 14.25 is potentially of great importance in this regard. It provides *inter alia* as follows:

14.25.—(1) This rule applies in a winding up where, before the company goes into liquidation, there have been mutual dealings between the company and a creditor of the company proving or claiming to prove for a debt in the liquidation.

(2) An account must be taken of what is due from the company and the creditor to each other in respect of their mutual dealings and the sums due from the one must be set off against the sums due from the other.

(3) If there is a balance owed to the creditor then only that balance is provable in the winding up.

(4) If there is a balance owed to the company then that must be paid to the liquidator as part of the assets.

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(5) However if all or part of the balance owed to the company results from a contingent or prospective debt owed by the creditor then the balance (or that part of it which results from the contingent or prospective debt) must be paid in full (without being discounted under rule 14.44) if and when that debt becomes due and payable.

66. This right of set-off is clearly extremely important on the facts of this case.

It was expressly set out by Mr Millinder's lawyers that set-off is crucial – The Insolvency Service & High Court evaded the law to ensure impunity for the Club whilst defrauding creditors. How constitutional?

Mr Hannon, the Official Receiver, as liquidator, made the decision to act contrary to his fiduciary duty to have rejected each of the Club's obviously fictitious proofs of debt, and on all 3 occasions, he decided that law does not apply to Mr Millinder, EW and EEI.

Hannon and his conspirators were absolutely safe, knowing that Chief ICC Judge Briggs would cover up for them anyway, installing Jones to act without jurisdiction failing to judge, and that's exactly what they did.

LIES

In the evidence section towards the bottom of this report, we include the crucial evidence, the ICC Judge Jones 26 March 2018 judgment, negating any mention of the crucial rule on set off, which is what the application before him was all about.

The official transcripts of the hearing where Jones's lies are recorded are straight 'out of the horse's mouth'

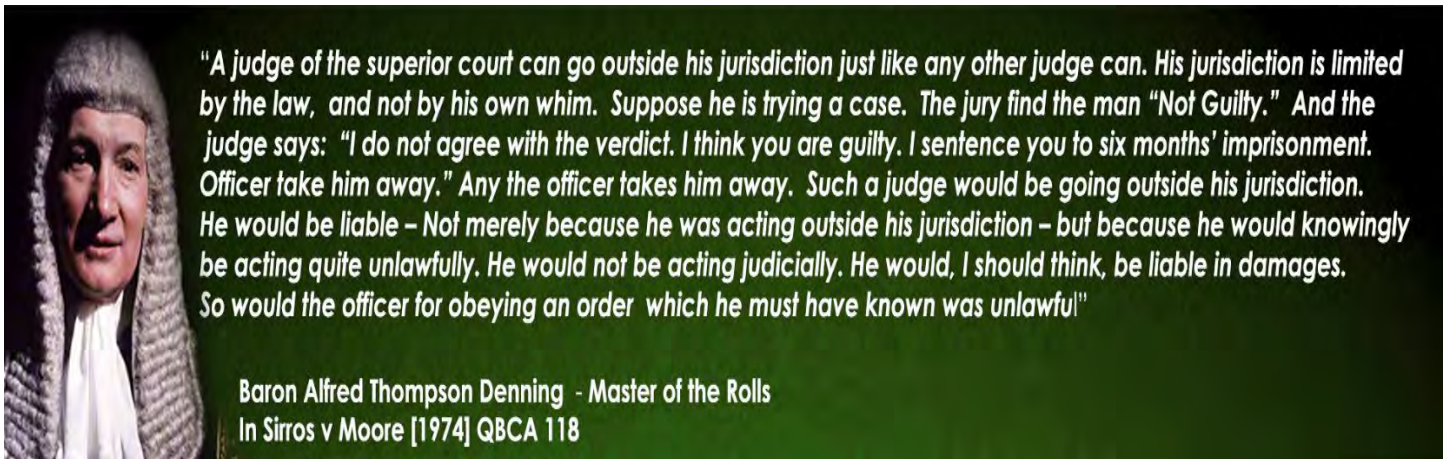
In his 26 March 2018 judgment, Jones lied to deny the statutory duty of inquiry on the Club's fictitious claims.

At paragraph 4, Judge Jones said this (bold underlined highlight for reference):

*"Paragraph 1 of the Application **is made expressly pursuant to r.14.11 of the Insolvency (England and Wales) Rules 2016 ("Rules")**. It asks the court to reject the Second Respondent's proof of debt that was accepted by the Official Receiver for voting purposes and to exclude the Second Respondent from making any claim for payment in the liquidation under cl.3.4.2 of a lease and energy supply agreement. **It is asserted that any such claim is false**. The basis for this, in summary, is that no debt could have arisen because the Second Respondent refused to complete that agreement and caused Earth Energy Investments LLP substantial losses, resulting in the Company's insolvency. The proof is described as "a false misrepresentation" because **the start date for the agreement would only have begun when a wind turbine was connected to the Northern Powergrid**. That did not occur, it is said, because of the actions or failures of the Second Respondent"*

At paragraph 38 is where ICC Judge Jones proved his credentials, deciding the law does not apply to Mr Millinder, EW and EEI, an obvious non-judicial act, outside of what law intended:

"I have already decided that the Application cannot rely upon Rule 14.11"



After serving the Club's lawyers and the Official Receiver with EEI's application, on 17 November 2017, 4-days later EEI was BLACKMAILED!

At 10.15 in the morning, EEI was faced with a High Court Enforcement Officer, seeking to levy distress on goods by turning up unannounced at their offices demanding immediate payment of £619,774.48 arising from the Club's alleged fraudulent non-disclosure during their ex-parte financial injunction application case before a High Court Judge between 9 – 16 January 2017.

NOTICE OF ATTENDANCE

IN THE HIGH COURT OF JUSTICE
QUEENS BENCH DIVISION

On Transfer from Dist. Reg. 15.1.15 District Registry

On Transfer from BM 522 County Court

High Court Number

Claim Number



CR-2017-008690

OUTSTANDING AMOUNT: £ 619,774.48

NAME OF DEBTOR: FARTIS ENERGY INVESTMENTS LLP
ADDRESS: 14 HANOVER MINDENSHAM POSTAL CODE
Reference: 6011330199

DATE OF VISIT: 21/11/2017 Time: 13:17

ENFORCEMENT AGENT: P. WHITE

REFERENCE NUMBER:

DELIVERED BY HAND

I have today visited at the date and time stated above with the intention of TAKING CONTROL OF GOODS, in accordance with Part 3 of the TRIBUNALS, COURT AND ENFORCEMENT ACT 2007.

I have been unable to make contact with you to discuss the matter. In the event that you fail to contact me, I will return to take control of goods, which will incur further fees in accordance with the Taking Control of Goods (Fees) Regulations 2014. <http://www.legislation.gov.uk/uksi/2014/1/introduction/made>

TELEPHONE 07958 704347

IMMEDIATELY TO DISCUSS PAYMENT

If you fail to make payment and there are insufficient goods to cover your debt, the claimant may take insolvency proceedings against you (of either compulsory liquidation or bankruptcy).

Yours Faithfully,

On behalf of the Authorised High Court Enforcement Officer **SIMON WILLIAMSON**, who has conduct on the enforcement of the writ.

Payment Methods

24 hour automated credit/debit card service **0843 504 1607**

24 hour online credit/debit card service: www.courtenforcementservices.co.uk

Lloyds Bank Sort Code **30-13-54** Account Number **4199 2068**

Court Enforcement Services Ltd, PO Box 737, Waltham Abbey, Essex EN8 1LJ
Tel: 0843 504 1607 Fax: 0843 504 1008 Email: enq@courtenforcementservices.co.uk
Court Enforcement Services Ltd Regd in England & Wales
Registration: 50 (Broadway), Westminster, London SW1V 1QD, Regd No: 087805, VAT reg: 193 6511 84

**The blackmail of £619,774.48 GBP arising from the Club's financial injunction case before a High Court Judge.
No judgment existed on which the unwarranted demand was based!**

Combined certificate of judgment and request for writ of control or writ of possession

Creditor/Claimant
Middlesbrough Football & Athletic Company
(1986) Limited

Debtor/Defendant
Earth Energy Investments LLP
277-281 Oxford Street
London
W1C 2DL

In the High Court of Justice	
Writ application: 0916663	
Claim No.	CR2017000140
Creditor's/ Claimant's Ref.	Middlesbrough Football & Athletic
Debtor's/ Defendant's Ref.	
Date	7 September 2017

Part 1

Date of judgment or order **16/01/2017**

Total amount of judgment including any costs **£555,000.00**

or

Details of order for possession including any costs

Total amount of interest accrued at the rate of _____ per day to date (if any)

I certify that the details I have given are correct and that to my knowledge there is no application or other procedure pending.

I request an order for enforcement in the High Court by

- ☒ Writ of Control
☐ Writ of Possession

I intend to enforce the judgment or order by execution against goods, and/or against trespassers in the High Court and require this Certificate for this purpose.

signed - **XXXXXXXXXXXXXXXXXXXX**
XXXXXXXX (Claimant's legal representative)

7 September 2017 date

Part 2 (for court use only)

I certify that this is a true extract of the court record in this case.

Order for enforcement in the High Court by

- ☒ Writ of Control
☐ Writ of Possession

made on (date) **02/10/2017**

S. [Signature] An Officer of the Court



Please Note:

This judgment or order has been sent to the High Court for enforcement by (Writ of Control) (Writ of Possession against trespassers) only.

The county court claim has not been transferred to the High Court. Applications for other methods of enforcement or ancillary applications must be made to the County Court hearing centre in which the judgment or order was made, unless the case has since been transferred to a different court, in which case it must be made to that court.

For further details of the courts www.gov.uk/find-court-tribunal. When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

THE ACTION DEPARTMENT of the High Court is open between 10am and 4.30pm. All correspondence should be sent to the Court Manager, Action Department, Royal Courts of Justice, Strand, London WC2A 2LL

On 7 September 2017 the Club and their lawyers instructed their agents to make a false application to Bristol County Court falsely representing that EEI was indebted to them in the sum of £555,000

The application refers to the ex-parte injunction order of 16 January 2017, purporting to award the Club, just £25,000 for their alleged fraud, when there was no genuine consent by EEI to pay them but for their failure to disclose.

EEI'S CLAIM
£530,000

V

THE CLUB'S CLAIM
£25,000

'Must be set off'

The cross claim vested in Earth Energy Investments LLP ('EEI') extinguished the Club's claims

Notwithstanding the fact that the set off rule was automatically engaged, they all once again bypassed the law, knowing no money was owed.

We coin the phrase '**set off fraud**', commonly known as '**fraud upon the bankrupt laws**' (see: [Belmont Park Investments v BNY](#)). We recite below, p.2 of the Belmont Supreme Court judgment, defining what ICC Judge Jones and his co-defendants have done, specifically as fraud:

"What is now described as the anti-deprivation principle dates from the 18th century, although the expression "deprivation" has been in use in this context only since the decision of Neuberger J in Money Markets International Stockbrokers Ltd v London Stock Exchange Ltd [2002] 1 WLR 1150. 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"

"Constance Briscoe, you are the third individual to have been convicted of criminal offences arising out of a saga whose origin goes back to 2003, when both Chris Huhne and Vicky Pryce lied about who had driven a speeding motor vehicle, and extends to you in 2011, when you sought to hide your true motive and role in the exposure of that story. You then compounded your position by deliberately fabricating evidence when you thought that you might be exposed. If there is a common thread between you all, then, from the insights I have had into the character of the each of you during this case, I regret that it is one of arrogance by educated individuals who considered that respect for the law was for others."

Mr Justice Jeremy Baker - Sentencing remarks - R v Briscoe

HHJ Baker's sentencing remarks when he sent Recorder Judge, Constance Briscoe to prison for 16-months for perverting by lying and concealing the crucial facts and evidence to prevent justice being served on her cohorts in relation to the summary driving points offence by former BEIS Minister, Chris Huhne and ex-wife, Vicky Pryce

[Section 5\(B\) Perjury Act 1911 / Contempt of Court knowingly false allegations certified as true:](#)

It is evidential that the agents acting under the Club's instructions knew that there were application proceedings pending, after the Club was served the pre-action letter from EEI on 18 August 2017.

The Club and their agents knew, or ought to have known that EEI did not owe them a penny.

The Club's lawyers, and their instructed agents had the 16 January 2017 order in their possession, prior to lying and saying the EEI owed them £555,000 in consequence of it!

The mandatory rule on set off was engaged from 6 January 2017 when EEI served their statutory demand on the Club.

On 16 January 2017 set off took effect, automatically extinguishing the Club's £25,000 against EEI's £530,000 liquidated sum of the statutory demand. They evaded the law!

Fraud by Womble Bond Dickinson (UK) LLP in Newcastle:

Being insolvency lawyers, Womble Bond Dickinson (UK) LLP in Newcastle obviously knew of the EEI liquidated sum of the demand, based on the assignment their client withheld in breach of their legal duty to have disclosed.

They acted in conspiracy, evading the rule to deprive creditors of the mandatory right, to have caused loss of over £10 million whilst obviously preventing the course of public justice being served on their clients.

Due to systemic corruption of the UK, the perpetrators remain at large, presenting a massive risk to the public.

Lord Justice Nugee's fraud by false representation & or forgery of the EEI assignment:

They later relied on [the cheating by Lord Justice Nugee](#), to deface the evidence on the assignment of the debt on which the EEI demand was based, then on [ICC Judge Barber and Chief ICC Judge Briggs affronting the statutory law and defeating the High Court Judge's order](#), whilst evading the law in fraudulent breach of duty, winding EEI up just two-days after Jones's abuse, on 28 March 2018.

Below we exhibit the false instrument High Court Writ of Control that Bristol County Court were obligated to have provided to the Club and their lawyers on or shortly after 2 October 2017.

SCHEDULE			
1.	Date of Judgment or Order: 16/01/2017		
2.	Amount of Judgment or Order (including interest awarded by Judgment or Order)	£	555,000.00
3.	Fixed costs on Judgment or Order	£	
4.	Assessed costs (if any) [by costs certificate dated 1]	£	
5.	(If sent from County Court by certificate) Interest ³ post-Judgment or Order (on County Court judgment or order over £5,000) until date of certificate	£	28,464.66
6.	LESS credits or payments received since Judgment or Order	£	
	Sub Total	£	583,464.66
7.	Fixed costs on issue	£	117.75
	Total	£	583,582.41

Together with:-

- A. Judgment interest⁴ at [8]% from; date of Judgment on sub-total above, or (if sent from County Court by certificate) date of County Court certificate on paragraphs 1, 2 and 3 above until payment,

On or shortly after 2 October 2017 the Club, their lawyers and their appointed enforcement representatives received the false instrument writ of control from Bristol Combined Justice Centre

It wasn't until 21 November 2017 the Club and or their lawyers decided to blackmail EEI in the sum of £619,774.48 and on 21 November 2017, Mr Millinder, acting for EEI, filed the confidential filings in their originating application case (CR-2017-008690).

It was Chief ICC Judge Briggs who approved those filings in the case, placing the seal on the unwarranted demand of the same date.

We exhibit [EEI's application of 15 November 2017](#) showing where Chief ICC Judge Briggs intervened without jurisdiction, then installing Jones, who was precluded by statute from making any order or granting any interim remedy in the case arising through fraudulent non-disclosure and false representations during ex-parte financial injunction proceedings before a High Court Judge.

On 22 November 2017 Chief ICC Judge Briggs met with Hannon (the first Defendant) at a drinks party arranged by Mr Staunton's Chambers

On the evening of 22 November 2017 Chief ICC Judge Briggs met with Hannon (the first Defendant) at Radcliffe Chambers – the Club's barrister's chambers.

Prior to meeting with the Defendants, Chief ICC Judge Briggs, crossed out the request that the proceedings before a High Court Judge be before a judge who can judge, and installed Jones who cannot, with intent to conceal the obvious criminality by the Defendants in this case, after having himself approved EEI's evidence to do with the blackmail just a day prior.

We exhibit below the second page of the 2-page witness statement of Fiona Fitzgerald, the Chief Executive of Radcliffe Chambers dated 8 March 2018 confirming that Briggs and Hannon did meet together that evening:

2. I hosted a Radcliffe Chambers event on 22 November 2017, which was a seminar on insolvency. The event was attended by Chief Registrar Briggs, Mr A Hannon, two Deputy Registrars, namely Ms Kyriakides and Mr Mullen, both of whom practise at Radcliffe Chambers. I confirm that no other Registrars or Deputy Registrars attended the event.

Acting Detective Inspector Peter Morgan 'wished Mr Millinder luck' at the hearing tomorrow (the first hearing before Jones on 21 December 2017), on terminating his purported investigation into the fraud they covered up. They must have known that Jones would have gone on to conceal the same evidence.

Police shut Mr Millinder down, banning him from contacting the police, in case their corruption and perversion was exposed.

Below we exhibit a photograph we took of the letter from Northumbria Police, shutting down the investigation into the alleged fraud by Womble Bond Dickinson (UK) LLP and their client, a day prior to the fix up hearing with ICC Judge Jones installed to cover up.

20th December 2017

INCE 1EA

Dear Mr Millinder,

Further to my telephone call on Friday 8th December 2017 I write to confirm details of my update concerning your report to Northumbria Police about Middlesbrough Football Club and Bond Dickinson Solicitors (FWIN 789 20/03/17).

I prepared a report for our Legal Department concerning your complaint, including a statement and documentation kindly supplied by you. As discussed the advice received was that this was not a matter for Northumbria Police to investigate further. This decision was reached on the following basis;

- a) This matter was correctly referred to Cleveland Police in the first instance
- b) This matter has been subject of an independent peer review by City of London Police
- c) Both Cleveland Police and City of London Police have categorised this as a civil matter
- d) The lawyer does not accept that this is a new head of fraud

Furthermore I confirm that I had noted your recent complaint to The Metropolitan Police concerning a complaint of blackmail regarding Womble Bond Dickinson and actions of High Court Enforcement Officers. As I agreed to do I can confirm I have contacted Acting Detective Sergeant Jim Hinchliffe and he has my contact details if required.

I am aware that you have your own actions in court on Thursday 21st December 2017 and hope you reach a suitable conclusion in this matter.

LINKS TO EVIDENCE



We include links to the evidence relied on that we have not already included in the article above:

1. [Transcript of the \(allegedly\) rigged without jurisdiction proceeding before ICC Judge Jones on 21 December 2017](#): It is alleged that Chief ICC Judge Briggs arranged for the case to be disposed of, one-month after he became aware of the criminal blackmail, the confidential filing he approved placing the seal on the unwarranted demand arising from the fraudulent non-disclosure by the Club during proceedings before a High Court Judge!
2. [The judgment 'purported determination' by ICC 'Judge' Jones of 26 March 2018](#)

3. [Skeleton argument of Mr Staunton, counsel for the Club of 12 November 2018](#): At paragraph 37, it is evident that Mr Staunton, counsel for the Club, retracted all the claims they were advancing against EW, including the unwarranted demand of £256,269.89 deployed to fraudulently forfeit the lease after they defeated the contractual purpose, by refusing the connection for the turbine, before demanding money for rent and energy supply. At p.37 Mr Staunton said this:

“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”



In this judgment of 8 February 2019, then Chancellor of the High Court, Sir Geoffrey Vos, said this at p.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**. The words in the Minutes “[w]e [the directors of Empowering Wind MFC] agree to tidy up loose ends on ... the £200k that we paid from other accounts **so that [Earth Energy], as [parent of Empowering Wind MFC] is assigned those investments**, representing what we put into the project” **could be construed as Mr Millinder would like them to be”**

4. [The fraud by false representation / forgery of the EEI assignment of the debt by Lord Justice Nugee](#) at paragraph 10 of his ‘purported determination’ of 5 February 2018.



Below we exhibit a photograph of the original absolute assignment of investment made in the wind turbine project from EW to EEI. We underlined green for emphasis:

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.

Directly below we exhibit a photograph of paragraph 10 of Mr Justice Nugee's judgment of 5 February 2018 underlined read to show where, after finding that the assignment resolution page was withheld, he forged / falsely represented the absolute assignment, relying on it to prejudice Mr Millinder & EEI:

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

Page 4 of 6

The motive was to have defrauded Mr Millinder of over £650,000, the sum of the EEI statutory demand for the investment he made in the project, only for the Club to refuse the connection and demand money that wasn't contractually owed!

Having known of the plan between him and Judge Nugee to falsify the terms of the assignment of the debt, on 11 April 2018, Mr Staunton relied on the forged assignment, lying to the Court. Chief ICC Judge Briggs, now a Deputy High Court Judge, once again covered up for them...

5. [Transcript of the hearing before Chief ICC Judge Briggs on 11 April 2018.](#)

At page 15 of the 41-page transcript before Chief ICC Judge Briggs on 11 April 2018, Ulick Staunton relied on the knowingly fraudulent version of the assignment terms, obviously knowing that Lord Justice Nugee defaced the crucial evidence:

We recite the passages from the official transcript:

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.

THE CHIEF REGISTRAR: So "resolution," which is said to be the assignment.

MR STAUNTON: Yeah, yeah, absolutely.

THE CHIEF REGISTRAR: Yes, I see. So it's not meant to – that's a separate assignment document.

Changes to legislation:

There are currently no known outstanding effects for the Forgery and Counterfeiting Act 1981, Section 3. 

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.

Section 3 of the Forgery & Counterfeiting Act 1981 – Mr Staunton was using a knowingly false instrument to cause prejudice to Mr Millinder & EEI – The corrupt UK police & judges cover it up!

Below we exhibit the cover letter serving the assignment resolution, both of which constitute a valid and enforceable assignment according to law, but there's nothing lawful going on with this lot.

The 'judges' who deliberately do not judge, sponsored by you, the taxpayer!

 empoweringwind.co.uk 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

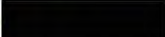
The investment made by the Assignor in Empowering Wind MFC Ltd is assigned to Earth Energy Investments LLP (Assignee) on 29/06/2015.

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

Yours sincerely,



Paul Millinder

Mob: 

The 29 June 2015 cover letter was in itself notice of absolute assignment, but it referred to the assignment resolution which was found to meet the requirements by the then Chancellor of the High Court on 8 February 2019



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.

Section 136(1) Law of Property Act 1925 determined the assignment from EW to EEI was ‘effectual in law’ from 30 June 2015 when notice was first served on the Club. Mr Millinder was defrauded of the rights conferred in the section

Invitation to comment

Judicial independence and an ‘incorruptible’ judiciary they say. Nonsense, and lies, we say.

Chief ICCJ Briggs, the new Chancellor of the High Court responsible for conduct of the judiciary, Lord Justice Birss, the Lord Chancellor, Lady Chief Justice, Attorney General’s Office, Serious Fraud 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? Comments please.



Restoring the rule of law & holding the unaccountable to account