REPORT OF POLICE AND JUDICIAL CORRUPTION

Dated 2nd June 2020 (Updated 16_02_2021)

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The offences I reported to North Yorkshire Police

1. The offences I reported were perverting the course of justice on the part of Michael Fanning and Mark Daley at York Magistrates York and perverting the course of justice on the part of the 6 corrupt judges of Chancery whom I am prosecuting at York Magistrates Court with the principal offenders, MFC, Womble Bond Dickinson, Ulick Staunton and Anthony Hannon.

2. Apart from the obvious acts of corruption prevalent across all the public authorities, what I find completely shocking is that all the work was done for you and you still evaded exercising your duties.

3. I work from **my index of exhibits** in the prosecution that was completely evaded by the corrupt York Magistrates and by Hodgeon. The contents of the index prove the indictable offences beyond reasonable doubt.

4. Michael Fanning, who has a close relationship with the one of the dishonest, cowardly taxpayer sponsored state terrorists who is responsible for the ruination of our justice system, Ian Burnett of Maldon, was following orders to assist the offenders in evading justice. It is for that reason he evaded all the evidence. No police force, nor any court has ever addressed the offences, contrary to your bald assertions. North Yorkshire Police has not investigated a single thing, there is no crime reference and no investigation has taken place. Police and the courts are supposed to protect the public from tyranny, yet instead, they have become the tyrants, a cabal of taxpayer sponsored state terrorists and puppets to the puppet masters.

Criminal offences under the Insolvency Act 1986

5. I move to **tab 1** of my index referred to in paragraph 3 above, tab 1 is the SP0001 against Hannon. I refer to the 4 criminal offences committed by Hannon under the Insolvency Act 1986. Those offences are complete when the liquidator fails in his duty to perform on those express obligations. It is proven beyond doubt that Hannon has failed to send any single progress report to members or creditors. It is proven beyond doubt that Hannon has failed to summon a single meeting of creditors at each year end, as it is that Hannon failed to send a copy of the account of winding up to creditors and as it is that Hannon failed to publish notice of his appointment in the Gazette.

6. You will note, the Gazette is a public record, anyone can search the record. The search for Earth Energy Investments LLP is **here**. You will note, that there is no notice of Hannon's appointment published whatsoever. Likewise, I can confirm, as member and otherwise majority creditor of both Empowering Wind MFC Ltd and Earth Energy Investments LLP, Hannon has deliberately failed to call any single meeting of creditors despite multiple requests for him to have done so.

7. My fellow creditors and I have been trying to call a meeting since 6th March 2017 to replace Hannon but he has kept the £4.1 million false claim there stating that MFC is majority creditor and that my fellow creditors and I therefore don't have sufficient voting interest to requisition a meeting. I refer to: **Exhibit_GMR_Consulting_26_09_2017**, for example.

8. Were it not for the false circa £4.1 million claim, I would have over 95% of the requisite majority voting interest and it would be impossible for the remaining creditors to vote down my proposal. The fact is that Hannon is under a legal duty to have requisitioned a meeting at each year end, as he is to have provided progress reports to creditors and members but he failed to do both, because he has been conspiring to defraud with MFC, Womble Bond Dickinson and Staunton. On 6th March 2017 he was under a duty to have adjudicated on the proof of debt when a meeting of creditors was called to replace him. Hannon by then had 3 proofs of debt in his possession and they were all false. He received my request to disclose the proof of debt in his possession on 4th January 2017 and many times thereafter but he accepted the 3rd proof of debt, failed to disclose the first and second and failed to disclose the 3rd until 20th March 2017 when by then he was duty bound to have adjudicated upon and rejected the proofs that he knew were false from 11th October 2016. He did not disclose and neither did he reject the proofs of debt he knew were false what he owes a fiduciary duty to my fellow creditors and I to have done so. Hannon dishonestly abused his position to effect pecuniary interest for MFC using the false claims to stymie the liquidation, to make a gain and to cause a loss to my fellow creditors and I, when I was otherwise majority creditor. Hannon is, in addition to the offences under the Insolvency Act 1986, guilty of fraud by failing to disclose information (s3 Fraud Act 2006), fraud by abuse of position (s4 Fraud Act 2006) and of conspiracy to defraud, all are indictable offences.

9. Those 4 criminal offences under the Insolvency Act 1986 overlap with the more serious Fraud Act 2006 offences committed by Hannon, acting dishonestly in fraudulent abuse of his fiduciary duty to my fellow creditors and I.

Perversion of the course of justice

10. Principally, I reported Fanning, a purported District Judge, for perverting the course of justice on two counts, along with the legal advisor, Mark Daley, his conspirer. They abused their positions of trust by failing in their fundamental duty to prosecute the offenders and they do so in full knowledge that their actions would do so and that they had the intent to pervert the course of justice. I turn to

11. I refer to **tab 28** of my index, my 28-page prosecution statement. The defendants are listed on page 1. I refer to page 4, the table of evidence and click on (**D**), the 35 page submission. The entire submission should have been read and digested with some high level of attention to detail, that did not happen either. I doubt Hodgeon even looked at it, or if he did, he is guilty of perverting the course of justice anyway.

12. I turn to page 14 of (**D**), the 35 page submission linked to paragraph 53.A1. The link titled "**Questions for York Magistrates….--- 661219**" I refer to that and I turn to page 7, paragraph 7 underneath Rowland's nonsense designed to assist the offenders in evading justice. There are 5 email return receipts all dated 17/19/2019 that were "*deleted without being read*", confirming that Fanning, nor Daley who is under a duty to assist Fanning in dealing with the evidence and application submissions, did not even read the ex-parte application nor evidence prior to the rigged hearing of 22nd November 2018.

13. Therefore, it is proven beyond doubt that the evidence, statements and submissions with the application for warrants of arrest against Hannon and Staunton were not even considered by Fanning and that would tie in well with his nonsense, unfounded allegation of lack of duty of candour when in fact I did disclose all material and facts relevant to the application and it is proven beyond doubt that I did. Fanning however, accuse me of lack of duty of candour, when the accusation was entirely false but then it was proven, nearly a year later, that Fanning nor Daley even considered the application or the evidence with it, it was all orchestrated conspiracy. Had they done so, the emails containing that evidence would not have returned "not read" receipts. It so happens, that the choreography of the deletion of that evidence came the following morning, out of the blue, after I had sent the email to Daley, Shrimplin and York Magistrates.

14. I refer to that email contained at page 9 of (**D**), being the email from me dated 16th October 2019 at 15.11PM. The email is headlined:

You Mark Daley and York Magistrates are next in line. Fanning of Kirklees Magistrates Court and you, Mark Daley and you, Katy Shrimplin are guilty of conspiring to pervert the course of justice and as such I shall have you arrested and put where you rightfully belong with the rest of the criminals you have worked so hard to support in defrauding me.

The rest of the evidence will be served on you in due course. But indeed you have it, ***you rigged the hearing and spoilated all of the evidence with Fanning so you know full well what it is all about****.*

15. It was no coincidence that the evidence that was to be considered in advance of the hearing of 22nd November 2018 was then deleted early the following morning after Daley, Shrimplin and York Magistrates received that email. Daley, Fanning, Shimplin and undoubtedly the corrupt admin staff at Kirklees and York Magistrates, their aiders and abettors, had the premeditated intention to dishonestly conceal the evidence. They did so, because I was right, they did rig the hearing and they did spoilated all of the evidence with Fanning and then, they sought to dispose of the evidence in the hope of concealing their criminality. Little did they know that we track all of the emails. Hence it is proven beyond doubt that Fanning, Daley and Shrimplin are guilty of perverting the course of justice.

16. At the bottom of page 9 of that exhibit is the email that I had referred to York Magistrates, Daley, Fanning and Shrimplin. The email dated 16th October 2019 at 15.06PM. I turn to page 10 and I quote:

"I can see no evidence of fraud" That is the punchline used by you idiotic dishonest abusers at the Insovlency Service and it was later also adopted by Vos and the rest of the purported judges that advocate fraud and corruption in conspiracy to pervert the course of justice.

It was for the same reason Vos allowed Staunton to retract his statement where he also "u-turned on the claims" and which is why he then dishonestly omitted any mention of the frauds nor the 4th count of fraud by false representation exceeding £4.1 million from his malafide judgment designed with intent to retain the ECRO false instrument founded by fraud and collusion fraud upon the court.

I have enclosed Hannon's misleading and blatantly dishonest witness statement, for ease in reference. The rest I will serve on you in the form of a prosecution statement very shortly along with the rest of the exhibits referred to. Although admittedly, you have all seen them many times already, you just evaded them in spoilation of evidence with intent to pervert the course of justice.

17. Paragraph 1 of page 10 through to paragraph 8 of page 16 (there is a numbering issue with the paragraphs) proves that Hannon has made a false statement and that he has dishonestly abused his position and has dishonestly withheld the proofs of debt he is under a legal duty to have disclosed. It was the foundation of the application for a warrant for Hannon's arrest that he is guilty of fraud by failing to disclose information and fraud by abuse of position. Both offences are proven beyond reasonable doubt and that email chain proved it. It was for that reason that Daley then rushed to seek to dispose of the evidence submitted to Kirklees Magistrates and, as I observe, little did he know that I would be informed when he did so.

18. That is the same as what you, North Yorkshire Police have sought to conceal, to assist the offenders collectively in evading justice contrary to your statutory duties. You are all corrupt deceitful taxpayer sponsored quislings and that too is proven beyond reasonable doubt, which is why both Winward and Hodgeon but also Rowland, sought to delete evidence from their PCs.

19. I refer to the **decision of Fanning of 22nd November 2018** and I turn to page 2 of his order. Paragraph 5(b) confirms that were the ingredients of the offence are prima facie present, magistrates ought to issue summons, unless there are compelling reasons not to and he quotes:

    "vexatious (which may involve the presence of an improper purpose and or long delay); or is an abuse of process; or is otherwise improper"

20. Fanning knew, as any judge would do, that it is in the public interest to prosecute a liquidator that acts dishonestly in abuse of his fiduciary duty to creditors in which he owes that duty and likewise it is in the public interest to prosecute dishonest barristers (Staunton) who misled the court and conspired to defraud with MFC and their cohorts. The public interest element is present and proven. At (g) Fanning refers to the duty of candour of the prosecutor in all ex-parte applications. (h) and (i) both hark back to the same duty of candour, essentially.

21. At page 6, Fanning refers to the ECRO false instrument and asserts in paragraph 6 through to 9 that I had not disclosed the presence of the ECRO. This is an outright lie and I prove beyond reasonable doubt that Fanning was made abundantly well aware of the ECRO and the proceedings that were then in process to set it aside. I specifically drew the Court's attention to those proceedings that were listed for a hearing on 14th November 2018. That hearing was adjourned and did not commence until 2nd February 2019 before Vos LJ. In the conclusion at paragraph 10 through to paragraph 12 it is evidenced that Fanning's decision is based on the false accusation and he seeks to rely on the mala fide decisions of the compromised judges of Chancery who have been perverting the course of justice because they too are being unduly influenced by political interference which is the driver of this out of control corruption.

22. Firstly, on 8th November 2018 I had sent a copy of my skeleton for the hearing listed for 14th November 2018 in the High Court of Justice to York Magistrates. I refer to that; **skeleton**.

23. The first page of the skeleton refers to the frauds committed by MFC, Womble Bond Dickinson, Hannon and Staunton. The second page, paragraph 8 is titled "***The application to set aside the ECRO".*** Paragraph 8 through to paragraph 44 is all dedicated to setting aside the ECRO.

24. The skeleton for the hearing of 14th November 2018 was tendered as evidence in the prosecution that Fanning disposed of. It is abundantly clear from his order that he did not even read that either, or he did but he was working for the defendants assisting them in evading justice under orders.

25. I move now to my exhibit: **Tab_3M_EXHIBIT PM_Court_Disclosures_24_11_2018.** Page 1 contains an email from me to York Magistrates on 14th August 2018 at 11.19AM. The headline of that email states:

    By means of an update and in relation to the foregoing, you will note from below and enclosed that I am awaiting a response from the Chancellor of the High Court

26. The email refers to the chain of emails below from the bottom of page 1 through to the line break a third of the way down page 5. Page 2 contains a directions application that I specifically drew the Court's attention to and the first paragraph refers to the ECRO. I quote:

    Dear RCJ & Lord Vos,

    I write to notify you that this week I am laying the rest of the information on the Magistrates in relation to the conspiracy to defraud, blackmails, frauds by abuse of position, perverting the course of justice and the offence of Forgery in making and using a False Instrument ECRO. Our Court and our justice system has been corrupted with this nonsense abuse, remedy denial and ignorance of the rule of law. I am back to get the long outstanding remedy that has been denied to me by these criminals.

27. The bottom of page 3 twice refers to the ECRO. Page 4 also twice mentions the ECRO and the detailed background as to how it originated. At the top of page 6 there is an email from Richardson of York Magistrates on 10/09/2018 at 12.43PM confirming receipt of the email below and that the evidence and application has been provided to the judge. At the bottom of page 6 there is an email that Richardson responded to also clearly referring to proceedings being sub judice before Vos LJ with the chain from the bottom pf page 6 through to page 15 also setting out the detailed background. It is abundantly clear that I had disclosed all of the particulars surrounding the ECRO and it is therefore proven that Fanning has lied when it is also later proven that he did not even read any of the statements, evidence of submissions with the application ex-parte.

28. Fanning had the audacity to falsely accuse me of a lack of duty of candour after he premeditated the hearing for disposal whilst intentionally disregarding all of the evidence to interfere with the proper administration of justice. Essentially, it was all orchestrated dishonesty with intent to pervert the course of justice, the false accusation founded his excuse.

29. Moving back to **Fanning's order of 22/11/2018,** at page 4, paragraph 11 Fanning states that;

"He is precluded from pursuing them in the civil courts as a result of the ECRO and so he chooses to pursue them in the criminal courts. That is to misuse the criminal process - especially where there is (on my assessment) no prima facie criminal case. If his application to have the ECRO set aside succeeds, then he can seek to use the civil courts to adjudicate on what is a civil dispute"

30. His comments above are a total nonsense. I was not "precluded from pursuing MFC in the civil courts" and the application Fanning had in his possession together with the skeleton proves the fraud. Fanning made no mention whatsoever of the comprehensive **submission of 16 pages dated 19th November 2018**, fundamentally, because that was not even read or considered by him when it is clearly relied upon in the prosecution. The entire submission proves dishonesty and fraud, yet the email containing that submission is one of the 5 emails I had sent to Kirklees magistrates for the hearing that was "deleted without being read" on 17th October 2019.

31. I move back to **tab 28**. The second bullet point on page 2 refers to **Fanning's order of 13th February 2020** dismissing the against all of the offenders prosecution. The 28-page statement proves that Fanning has perverted the course of justice by doing so. Page 4 contains a table of evidence and paragraph 2 refers to the proven fact that Fanning has ignored the offences committed by Hannon. He has ignored all of the evidence in the first and second application altogether and he has done so to assist the offenders in evading justice, making pathetic, nonsensical malicious excuses for doing so.

32. I addressed the offences and the evidence in some finite detail within that 28-page statement. I move to page 22 that focuses on the offences committed by Fanning and Daley. At page 23 I provided a comparative case. I quote:

"People get imprisoned just for taking driving points for another. They get charged and sentenced for perverting the course of justice when they act dishonestly to assist an offender by interfering with the course of justice"

"The classic comparative case is that of Huhne and Constance Briscoe. Briscoe, one of the first black women to sit as a judge in Britain, became embroiled in the Vicky Pryce and Chris Huhne points swapping scandal in 2013. 71.Both Pryce and Huhne were jailed for perverting the course of justice after Pryce revealed she had taken the former Liberal Democrat MP's speeding points ten years earlier. Briscoe was jailed for 16 months for perverting the course of justice after it emerged she had altered witness statements to help Pryce. The originating driving offence was minor and would have merely resulted in a small fine and 3 points on Huhne's license."

33. In this case, we have Fanning and Daley, paid by the taxpayer to act in the interests of justice with Fanning performing on his duties under judicial oath in office with a high degree of care and skill. Fanning disposed of the prosecutions, not once, but twice whilst bundling the applications together to assist the offenders who are guilty of indictable offences in evading justice.

34. The puppet police have done precisely the same. It is the age-old story, would one jump off a bridge if Buckland / Burnett told you to?

35. The comparative case is similar, although the principal offences on the part of all of the offenders are much more serious than driving offences, we have indictable offences committed in conspiracy. As such, the aiders and abettors that have abused their positions of trust to assist the offenders in evading justice are also guilty of the principal indictable offences by virtue of their actions. There was no mention in Fanning's order of the criminal offences under the Insolvency Act 1986 that are proven to have been committed by Hannon. There was no mention of the fact that MFC, Staunton and Hannon are all guilty of conspiracy to defraud and fraud by failing to disclose information.

36. There was no mention of the fact that Staunton "u-turned" on all of the claims he knew were false by his own admission on 9th January 2017 and there was no mention of the fact he did so precisely 21 days after making me personally liable for circa £44,500 originated by virtue of the £4.1 million fraud by false representation.

37. On the same basis, you, in your nonsense letter implied that Northumbria Police had investigated my allegations of corruption, it was a blind assertion and a total nonsense. I refer to my exhibit: **Northumbria_Police_Excuses_13_02_2020.** At page 1, at (b) and (c) DS Morgan seeks to rely on the CoLP peer review that was orchestrated to assist the offenders in evading justice when he knew that the review was compromised because DI Bell of Cleveland dishonestly withheld evidence on which I had sought to rely. At (d) it is stated that "*the lawyer does not accept that this is a new head of fraud"*

38. The claim made by Gill of Womble Bond Dickinson on 2nd February 2017 is however a fraud and it was committed whilst he was in his office at Newcastle in their jurisdiction. Pages 2 – 6 contain the "watering down" common purpose nonsense form the corrupt police who have been intentionally acting to pervert the course of justice, following instructions. Nothing was ever investigated, period.

39. Hodgeon of North Yorkshire deliberately evaded all of the evidence to prove that the judges have been perverting the course of justice. Hodgeon then deleted evidence that proves fraud and dishonesty on the part of the Insolvency Service and one day later stated: *"I can see no evidence of criminality".*

40. I refer to **my submission against Hannon of 21/05/2020**. Hannon made a false unsworn statement and he is guilty of fraud by abuse of position, fraud by failing to disclose information and the offence of section 5 of the Perjury Act 1911. The statement proves that Hannon has dishonestly withheld the proofs of debt and that he lied multiple times within his statement. Those are all criminal offences as are those committed by Hannon under the Insolvency Act 1986. Pages 2 – 4 prove that Hannon has dishonestly withheld the proof of debt submitted by Bloom on 1st December 2016 in the sum of £256,269.89. Line 14 / 15 of page 4 refers to the legal duty on Hannon to disclose. Lines 32 / 33 of page 4 quotes Hannon's lie within his statement. At page 2, lines 10/11 Hannon lies and states it was me that claimed MFC is a creditor, referring to the email of 11/10/2016. Lines 12 through to 32 refer to the 2 emails of 11/10/2016 and both state the opposite of what Hannon implied within his statement.

The entire submission is concise, factually and lawfully accurate and proves dishonesty on the part of Hannon in multiple different ways.

41. I move to the statement that Hodgeon deleted from his PC one day prior to his nonsense assertion designed to assist the offenders in evading justice; **Statement__18_05_2020**. The submission dated 18th May 2020 deals with dishonesty on the part of David Chapman, the Senior Official Receiver and Hannon with whom he was conspiring to defraud me, a creditor, in proceedings designed to recover assets of creditors of companies in liquidation. At the bottom of page 1 I reference the "Tier 2 complaint response", the focal point of the submission. The entire submission focuses on fraud and dishonesty, proving the offences.

42. It is for that reason that Hodgeon deleted that email. Below is a copy of the receipt to prove Hodgeon deleted that evidence one day prior to stating *"I can see no evidence of criminality*". As it happens, the case is mired in multiple indictable offences and any ordinary, honest and reasonable person could make that determination.

To: Hodgeon, Jonathan
Subject: Re: CR-2017-000140 --- QUESTIONS FOR THE "SOR"
Sent: 19 May 2020 08:45:41 (UTC+00:00) Dublin, Edinburgh, Lisbon, London
was deleted without being read on 19 May 2020 08:47:11 (UTC+00:00) Dublin, Edinburgh, Lisbon, London

43. There is some pattern of the corrupt police deleting evidence in this case and it is evidence we have on the record. Police are supposed to take custody of evidence, not to dispose of it. Disposing of evidence is what you do best, that and "spoilation of evidence", meaning the intentional disregard of evidence in a proceeding, combined with dishonest concealment, such as *"I can see no evidence of criminality*". That conduct has direct tendency to interfere with the proper administration of justice.

44. If you, Mr Walker were worth your sort, you would have made at least some level of investigation rather than writing to be with the gibberish you have done. You would have then discovered that I have already made a complaint to the Office of the PCC because CC Winward was also deleting evidence in the same way. All have been perverting the course of justice and so have you.

45. All the corrupt police responsible shall be prosecuted pursuant to **section 26 of the Criminal Justice & Courts Act 2015** along with the those who have been working for the offenders in the other forces you mentioned.

46. My covert private intelligence group has some of the best in the business, members from several different countries, each trained to an exceptionally high standard and operating with one common goal and that is, to "drain the swamp" and to bring all of the perpetrators to justice. Our mission is to restore the rule of law and to take direct action against the ones at the top of the food chain who have been controlling you and instructing both you and the purported judges to behave in this way.

47. We shall make an example of all concerned, the deceitful cowardly parasites within the police forces and our courts, through to the principal offenders. The establishment and its offshoot public authorities has been infected with common purpose taxpayer sponsored state terrorists.

48. The judicial mechanics are compromised and the courts are places of injustice and human rights abuse, the police don't police, the regulatory authorities don't regulate and the Commissioner for Standards fails to regulate the standards. The UK has been transformed into a cesspool of corruption courtesy of the tyrants of the establishment. There is a complete lack of accountability, diminishment of the rule of law and of the standards that are designed to protect the public from this outrageous abuse.

49. The rule of the laws of the United Kingdom are being diminished courtesy of the corrupt public and judicial official and the primary driver is that of political interference by kleptocrats who are both guilty of criminal offences and are in breach of the Ministerial Code. Those responsible are also in contempt of Parliament. It is one law for the cabal and their affiliates and a completely different treatment for everyone else.

50. You state you can see no evidence of criminality. Quite frankly, the problem is, because the ones doing the investigating are criminals who are working to assist other criminals in evading justice. That is the reason our justice system is shot to bits and is absolutely rotten to the core with corruption because the controlled police don't do their jobs, justice is selective and when they do, most are not up to the job anyway. What are Hodgeon's professional qualifications? My money is on the fact he has none whatsoever. I am educated to an exceptionally high standard, I am legally trained and over 18 years-experience in litigation and contentious business experience, including development of large complex infrastructure projects.

51. You people are either entirely corrupt and dishonest or are just jobsworths that get paid irrespective of performance, or a combination of the two together. It is foolish to state there is no evidence of criminality, particularly so when Hodgeon deleted the evidence I sent to him one day before his assertion. If you state you see no evidence of crime, then you are contradicting the laws you purport to enforce. You are in fact, only fooling yourselves. Neither you, nor Hodgeon nor any other dishonest common purpose cretin within your legal services department could advise me of anything whatsoever.

DEGRADATION OF THE RULE OF LAW AND THE CONSTITUTIONAL PRINCIPLES THAT UNDERPIN OUR DEMOCRACY

52. I state as follows:

53. **The principles of our Constitution are fundamentally self-preserving:** They do not allow provision for diminishment or destruction. The Act of Settlement (12 & 13 Wi. 111. c.2) affirms that the laws of England are the birthright of the people thereof and all the kings and queens who shall ascend the throne of this realm ought to administer the Government of the same, according to said laws and all of their officers and ministers ought to serve them respectively according to the same.

54. **The supremacy of the rule of law is our birthright:** The birthright (privileges or possessions that a person has or is believed to be entitled to as soon as he is born) of Englishmen and women depends upon the supremacy of the rule of law, its observance and their right to control their laws. The right to self-determination under the rule of our own law is the very fabric of the liberty of our society. The rules of law and custom that determine that we have as a "birthright" our liberty are all the prerequisite duty of office to uphold and maintain. This is sworn to be upheld by those taking up any office under the Crown.

55. You, I and every man and woman in the United Kingdom all have the responsibility of preserving this birth right gift from our forebears so that in turn, every future generation may benefit from and enjoy this liberty under the rule of their laws. That however is not happening.

56. **Diminishment of the rule of law and the constitutional principles that underpin our democracy:** The tyranny comprising of corrupt central government officials, ministers, judges and police are diminishing the rule of law. Our laws are the best in the world, it is a case of one law fits all, yet in this day and age it is a case of not what you know, but who you know and your status in society. That is because of kleptocracy and the underhanded bribery that takes place behind the scenes, which is why corruption in the UK prevails. It is that principle factor, in combination with the fact that freedom of the press in the UK is also vastly compromised that causes this problem. The problem you all have is that we know who has been doing it.

57. The UK's courts, police and regulatory authorities are infiltrated by criminals of common purpose who are only too keen to engage and condone the kind of malfeasance we have in this case but also in many others we have investigated.

58. The police, in most of these cases, are instrumental in perpetrating the offences and all collude together to achieve the common aim in perverting the course of justice and dishonestly concealing offences to ensure the victim never gets justice. That is precisely what has happened in this case. Hodgeon, like the rest of the jobsworth abuses of taxpayer's funds, relied on the wrongdoing of the other to evade his duty to investigate but in fact, nobody has ever investigated anything, because all are being controlled by the same criminals, Buckland and Burnett of our injustice system. The problem you have is that we have the evidence to prove it.

59. You thought you would play these devious games to assist the offenders by perverting the course of justice, you too will learn the hard way Mr Walker, you are acting in the capacity of a police constable under oath and you have breached your duty to assist the offenders in evading justice, following in the footsteps of your idiotic corrupt colleagues without exercise of any diligence whatsoever.

60. I did in fact provide the correct analogy within **my letter to Buckland** when he failed in his duty to prosecute the obvious civil contempt to assist his buddies in evading justice when he was obligated to do so in his role as Solicitor General. These criminals have been promoted for their acts of corruption. All the same ilk, supporters of paedophiles and white-collar criminals of plenty disguised as lawyers and insolvency practitioners. He continued to interfere with our justice system thereafter to ensure he did precisely as I described in the letter. I quote below:

    Perhaps they believed they would be afforded protection in any event from the "legal old boys club" that would turn a blind eye to their actions in maintaining any level of integrity within the profession if such conduct was brought to justice, or it may be just that they seriously undermined my capabilities.

    I provide another analogy, "Jimmy Saville", the authorities kept turning a blind eye due to his status in society also, so that he could continue to inflict damage right up to his last days. The same could be said for those I describe as the Teesside Labour Cabal, the close-knit society connected with the Airport and the Football Club that have been subject to an intensive private investigation for quite some time.

61. In summary of the submissions from page 1 through to the paragraph above, I conclude that North Yorkshire Police, Northumbria Police, Cleveland Police and City of London have conspired to pervert the course of justice by acting under instructions from corrupt central government officials and this conduct has been perpetrated upon me, the victim of crime to achieve a benefit for the offenders and a detriment to me, the victim of serious financial crimes. It is the dishonesty and acts of malfeasance and corruption on the part of the controlled police that allows this human rights abuse and injustice to prevail to the extent it has done. I conclude that not only are all of those officers under the Crown involved guilty of the principal indictable offences and conspiracy to pervert the course of justice, but they are guilty of gross human rights violations.

62. The UK's courts are controlled and the justice system as a whole is vastly compromised by the corrupt establishment and is therefore unfit for purpose. The combination of overseas and domestic litigation to combat this problem is prerequisite.

63. From here on each page is line numbered enabling both me, the prosecutor and the reader to refer to each line within each page accordingly for ease in reference.

No matter how you try to conceal these crimes, you will fail. The fact you have already done so demonstrates my contention precisely. The majority of police are trained to deceive and no longer act in the public interest. Police are there these days only to protect the corrupt establishment who are essentially responsible for gross human rights violations and oppressive malicious acts of corruption the same and similar as the conduct I have endured in this case. You work to conceal the crimes, operating under instructions of the perpetrators, hence, when I say you are just puppets to the puppet masters, I am 100% correct. Dancing puppet clowns that spring into action and dance to the tune of the corrupt establishment.

You are supporting collusive white collar criminals who rely on safety in numbers and a rotten system of deceitful cowards disguised as legal services lawyers in your police forces, purported judges that act to support them, their own regulators that don't regulate and corrupt police who rely on a MoU with the Law Society as an excuse to shun their responsibility to deal with the perpetrators. The offenders have already been caught and we are streets ahead of all of the public sector clowns who are paid courtesy of the taxpayer irrespective of performance. You have all backed the wrong horses and you are destined to lose.

Most of the lawyers within your departments are not up to the standard, which is why they ended up in the public sector, rather than in private practice earning proper money. Same with many of the police, they could not get proper jobs in the private sector for lack of qualifications or deficit in character so they join the parasites in blue who are trained to deceive and these days act only for the establishment and their supporters. One must scrutinise the demographic, most are morally bankrupt from the start, which is why they have no qualms about engaging in this gross malfeasance and abuse. The vast majority are enforcers and revenue collectors for the taxpayer sponsored state terrorists.

Most do not have the capability to diligently investigate, they are just collusive cowards who were bullied at school so they turn into the bullies and get some perverse kick out of causing misery to others through their outright deceit, willful failure in duty and collusion games. Most need to be jailed.

What we have here is systemic corruption, a taxpayer sponsored criminal racketeering enterprise of collusion at the core of the justice system, central government and all of the offshoot public authorities. Systemic corruption is characterised by many corrupt officials within the public authorities, each act in different roles, yet follow a common rules of corruption. Abidance by these rules is collectively enforced and rewarded, while noncompliance is penalised. Thus, systemic corruption is more than individual behavior.

This complex social phenomenon involves shared expectations, internalised beliefs, rules, social bonds and networks and procedures as well as mechanisms of generating common strategies, planning, logistic control of corrupt transactions and protecting them from exposure.

This systemic corruption is being orchestrated by Buckland, Burnett and a number of other corrupt politicians and minister of the Conservative establishment. The culture of corruption runs deep throughout our justice system. Masonic code and the craft of freemasonry is used to covertly communicate in the courtroom. I am a freemason, I have witnessed it first-hand.

Ulick Staunton – Counsel for MFC admitted in writing that the claims are false on 9th January 2017

Ulick Staunton, MFC's own barrister admitted in writing on 9th January 2017 that "*for the purpose of the Energy Supply Agreement, Force Majeure has effect*". For clarity, the meaning of Force Majeure is the same in both the Lease and the Energy Supply Agreement, only in the Lease it operates solely in favour of Tenant. Staunton admitted in writing that he knew, on 9th January 2017 no claims could be established by virtue of Force Majeure.

I quote from the Energy Supply Agreement:

"Neither party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to an event of Force Majeure".

The definition of Force Majeure within the Energy Supply Agreement is:

means in respect of any party any event or circumstance which is beyond the reasonable control of such party and which results in or causes the failure of that party to perform any of its obligations under this Agreement

Staunton was referring to when on 7th February 2015 MFC reneged upon their express obligation to take ownership of the substations so that Northern Powergrid could establish the wind turbine's connection. There is a completed collateral contract affirming the connection configuration for the wind turbine that was jointly negotiated, agreed and completed during the option period. The delay act of Force Majeure was caused by MFC themselves and operates therefore solely in favour of me, the Tenant. The terms of Force Majeure, both the definition and the operative provision are clear, concise and non-contentious. The definition of Force Majeure is wide and concerns any act by any party, event or circumstance beyond reasonable control and that in such event, the affected party shall not be liable to the other by reason of delay in performance or non-performance.

What Staunton was staying, quite categorically is that Force Majeure has effect. I refer to my **statutory demand** originating the defendant's ex-parte hearing. Paragraph 1 essentially states that MFC unlawfully forfeited the Lease when Force Majeure applied and no payment was due. Paragraph 1 refers to both clause 6 of the Energy Supply Agreement and clause 6 of the Lease. The statement of the statutory demand concisely set out that no claims could possibly be established by MFC, which is why, their own barrister, Staunton, made the admission of precisely that during the ex-parte hearing and in writing.

THE OFFENCE OF FRAUD BY FAILING TO DISCLOSE INFORMATION – section 3 of the Fraud Act 2006

Fundamentally, the position I convey from line 5 of page 18 above through to line 33 cannot be disputed nor defended. It was that position in combination, that MFC, Womble Bond Dickinson and Staunton were seeking to dishonestly conceal. They could not defend the claim of the statutory demand, so they dishonestly withheld all of the evidence that proved it instead.

Specifically, they withheld the connection related contracts and the email chains proving beyond doubt that the connection was jointly formulated, agreed and completed during the option period, they also withheld the later email chains from April 14th 2015 through to 8th June 2015 because those emails proved that MFC refused the connection.

In the **note of hearing ex-parte** page 1, paragraph (3), there is that written admission that I quote in line 5 of page 18 above. Staunton knew Force Majeure has effect respective of the Lease for precisely the same reason, which is why at paragraph (2), he said "*there is no other reference to Force Majeure in the Lease*". The statement in itself is false, but aside from that there was no disclosure whatsoever during the ex-parte hearing of the fact that MFC refused the connection for the turbine and that Force Majeure applied from 7th February 2017.

Staunton did however state that Force Majeure has effect respective of the Energy Supply Agreement and therefore he clearly did know that MFC had refused the connection and therefore it is proven that Staunton was also seeking to conceal the same material fact as MFC and Womble Bond Dickinson. The conduct was dishonest and it is proven by virtue of the fact that there is absolutely no mention whatsoever of the fact that MFC reneged upon the connection within Bloom's witness statement of 8th January 2017, that the concealment of the material facts and the non-disclosure was pre-meditated and was therefore indisputably of dishonest intent.

Gill of Womble Bond Dickinson, Bloom and MFC knew the claims were false long prior to 9th January 2017

I refer to my **statement dated 18th October 2019** and I turn to page 3, paragraph 8, reading to paragraph 13 of page 4. The contention is simple, the Energy Supply Agreement is conditional. Any lawyer, of which Gill, Bloom and Womble Bond Dickinson are, would know that no claim could possibly be established pursuant to either the Lease or the Energy Supply Agreement without having to have been told that anyway by Staunton.

Paragraphs 14 and 15 of my statement refer to **tab 1** of my PDF portfolio of exhibits. Page 8 of tab 1, the exhibit of 12 pages of emails between the parties, contains the email from Ellis of MFC to me on 9th June 2015.

I quote below the salient parts of that email from MFC proving categorically that they were abundantly well aware of both the Force Majeure position and obviously the fact that they "u-turned" on the completed connection configuration for the turbine from 8th June 2015.

Ellis, the Chief Operations Officer for MFC stated in that email that:

"Ironically, whilst you criticise us for not responding to your email of 5th February, you conveniently overlook the fact that the discussions on the configuration were stalled whilst the merits of your claim to Force Majeure were discussed"

There were however, no "discussions" to be had on the configuration. In the closing comments of his email at page 9, Ellis stated:

"Obviously if we were to reach an agreement on the configuration we will still need to finalise what is happening in relation to your claim relating to Force Majeure bearing in mind we will be issuing the invoice for the next instalment of rent and the electricity used in the last year soon after the anniversary date of 17th June"

I responded to Ellis on 9th June 2015 at 22.24PM and I clearly explained that:

"Adopting that network is part of the EW / NPG Connection Agreement and the Connection Deed was made in accord with that document, which Michael Brown requested at the time. This Connection Agreement has been available to MFC since 2012 and nothing has changed within the configuration."

"EW cannot become liable for any costs associated with replacement or upgrades (due to a load increase for example) of your dedicated substations. All we are doing is making the connection within your HV switchboard to the wind turbine in line with that Connection Deed relating to the NPG / EW Connection Agreement. It is beyond our scope to become liable for these upgrade or replacement costs, save for if such replacement, repair or downtime was caused as a direct result of the wind turbine plant"

The chain of emails working back from the bottom of page 6 through to page 1 prove categorically that MFC were abundantly well aware that it was their reneging upon the connection that caused failure of the project. I refer to the passage where I had told them expressly in the email at page 1, the email of 15th June 2015 that:

After wasting our time and money by refusing to acknowledge the Force Majeure provisions within the contractual documents, you now confirm that I cannot do what is intended by the Connection Deed and the associated Connection Agreement and therefore it is not possible for me to perform on my obligations under the Lease, the Energy Supply Agreement or the Connection Deed due to MFC's refusal to make the grid connection.

Any lawyer reading that would know that Force Majeure therefore applies in my favour because MFC had prevented me from enjoying the rights granted under the Lease, Energy Supply Agreement and the Connection Deed. Bloom and Brown of Womble Bond Dickinson were both actively involved in the same email chain. They clearly then knew that Force Majeure applied. The 4th paragraph states:

I also note that the defective planning permission was finally resolved in 23rd December 14 and in accord with the contract, no payments would become due until 12 calendar months from that date.

I state this because you previously made it clear you had intended to invoice my company for payments that are clearly not due.

In the closing paragraphs of that email from me to MFC and Womble Bond Dickinson at page 2, I stated categorically that:

Given the circumstances, it would be inappropriate to rely on arbitration when both the refusal of grid connection and the delays caused by the Club's refusal to assign the Lease (due to demanding payments that would otherwise not be due) have resulted in my inability to connect the wind turbine or to further perform on my contractual obligations.

Any lawyer reading that email, which Brown and Bloom of MFC did, would have been abundantly clear that no payments were owed to MFC and that Force Majeure applied in the operative provision solely in my favour, the Tenant. Just 10 days later, MFC made that unwarranted demand (**Exhibit 8**) and used that as their excuse to unlawfully forfeit the Lease after rendering the project useless by refusing the connection. It is proven beyond doubt therefore that from 15th June 2015 at the latest, MFC and Womble Bond Dickinson knew that no such claim could possibly be established and they knew what they were doing in then making that demand was dishonest, any lawyer in their position would do. Their actions in doing so would be viewed as dishonest in the opinion of any decent and honest individual in review of the circumstances.

I move now to **Exhibit-AC1** and I turn to page 8, the email from me to MFC and Gill of Womble Bond Dickinson dated 5th January 2017 at 13.52PM.

The email contained a copy of the statutory demand proving categorically that the claim by MFC presented by Staunton on 19th September 2016 to cause the winding up and then presented by Bloom on 1st December 2016 is false. I tell them yet again, categorically, that the claim is false in that same email. I quote:

"I have requested that the Official Receiver provides me with information held on file in respect of your false claim and I will inform you once received of my intention to make that submission in addition to the enclosures. I am not sure why you have not provided me with copies of any such submission or any legal basis for making such representation at the High Court?"

Moving to page 7 of **Exhibit-AC1**, Bloom responds at 14.11PM and seeks to mislead Campbell of Hannon's office into belief that the alleged debt had been proven in the winding up petition when that was not the case. He knew full well that the claims were not due and he had the statutory demand in his possession confirming precisely that. That in itself was a false representation made with dishonest intent.

Bloom refers to Force Majeure in that email. At page 6, I respond to Bloom and tell him again that the claim in the sum of £256,269.89 is false and that he "*unlawfully forfeited the Lease and outright failed to provide a single valid legal argument as to why*"

At page 5, Bloom responds at 09.32AM on 6th January 2017 and stated that the matter is now being handled by Bond Dickinson and that he will block my emails. Gill of Womble Bond Dickinson is copied into the same email chain.

At page 4, at 09.43AM I write to Gill and ask him to respond to the email that Bloom failed to. I asked for disclosure of the proof of debt made by Bloom and I asked for explanation as to how the "*purported debt*" increased to circa £500k. I asked, because I was clearly well aware that no such claim could possibly be established, they knew it and so did I, which is why they failed to respond. At page 3, at 11.51AM also on 6th January 2017, Gill responded to me and stated that he is instructed. I responded to him at 17.07PM and asked again for him to disclose the submission made to the Official Receiver. At page 2, Gill responded at 17.28PM and stated, "*we are instructed to consider this issue and will respond next week*". They never did respond, they withheld the proof of debt, failed to inform me how the claim was arrived at in the circumstances which both they and I were acutely aware and they then attended the ex-parte hearing on 9th January 2017 to mislead the court over the same facts. (See: page 28 line 24 through to line 16 of page 29 below).

STAUNTON "U-turns" on the claims on 14th November 2018

After attending court on 21st December 2017, 26th March 2018 and on 22nd October 2018 working in collusion with Registrar Clive Hugh Jones with whom he has a long established relationship, Staunton "U-turned" on the claims he and his client have been making, just like MFC "U-turned" on the completed collateral contract forming the connection agreement.

Jones, in any event, by his own admission on 21st December 2017, after circumventing the application that sought to deal with the multiple frauds and dishonesty that was expressly "to be heard by a High Court Judge" stated that:

THE REGISTAR: I just need to know if he's right or wrong.

THE REGISTRAR: I may not even know that, but it's probably easier just to sort of say, "He's wrong when he says that." Maybe in other proceedings -- who knows -- honesty and dishonesty may come into it, but for my purposes it's not going to matter because I can't judge.

Jones had no jurisdiction from which to have heard any part of the application that sought to deal with fraud by failing to disclose information ex-parte, frauds by false representation and fraud by breach of fiduciary duty on the part of Hannon. As it happens, it was Registrar Briggs who met with Hannon on the evening of 22nd November 2017 at Staunton's Chambers who "crossed out" my request that the application be heard by a High Court Judge. It was Briggs who however approved the confidential filings I made on CR-2017-008690, that same application of 16th November 2017 just one day prior to meeting with Hannon, the first defendant in that application. Briggs knew full well that the claims were fraudulent, Briggs knew that the defendants were guilty of fraud and making false statements and false instrument applications for High Court Writs sworn as true when they were false. Briggs knew that no Registrar had jurisdiction to have heard the application that sought to deal with the frauds collectively when dishonesty is an issue. Briggs was perverting the course of justice on 21st November 2017 in full knowledge he was to meet Hannon at Staunton's chambers the next day.

I refer to the **witness statement I obtained from Fiona Fitzgerald**, the Chief Executive of Radcliffe Chambers to confirm that fact. In summary, Jones was instructed by Briggs to dispose of the application whilst retaining the £4.1 million fraudulent claim to assist the offenders in evading justice and whilst defrauding my fellow creditors and I at the same time. Both Jones and Briggs are guilty of perverting the course of justice. It was however that application of 16th November 2017 that sought to deal with the frauds collectively, that never happened, the compromised purported judges were conspiring to conceal the frauds to assist the offenders in evading justice. That is the common synergy that prevails amongst the lawless public authorities.

At page 10 of **the transcript**, (B) Jones admitted his intent:

THE REGISTRAR: It's as though it never existed and therefore the proofs of debt which have been sent in fallaciously or otherwise apply to something which doesn't even exist, so there"

Staunton knew, by his own admission on 9th January 2017 that Force Majeure applied in the Lease solely in favour of Tenant from 7th February 2015 when MFC reneged upon their express obligation to take ownership of their substations so that the connection can be established.

It was for that reason he dishonestly omitted the operative provision of Force Majeure within the Lease that I clearly referred to in the first paragraph of the statutory demand.

I refer to **Staunton's skeleton for the hearing of 14th November 2018**, page 12, paragraph 37. I quote:

37. Para 110 of the ske. 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.***

Staunton waited until he and his conspirers, MFC, Womble Bond Dickinson, Hannon, Jones and Briggs had made me personally liable for circa £44,500 in costs founded by their £4.1 million fraudulent claim used to stymie the liquidation, causing me over £45,000 in legal expenditure (see: **order_fraud_costs_jones_22_10_2018**) and exactly 21 days later, Staunton "U-turned" on the claims he himself admitted could not be established on 9th January 2017.

It is if the claims they all made that they all knew were false they never even existed. Their actions are blatantly dishonest and Vos, the purported Chancellor of our High Court, after being informed of the dishonesty, then allowed Staunton to retract and replace his skeleton minus the dishonesty when I made him aware of it. Vos too is guilty of perverting the course of justice. Hence, when I state that we have a taxpayer sponsored criminal racketeering enterprise within our public authorities and that there is systemic corruption, I am also nothing other than 100% accurate.

It was blatantly dishonest of Gill of Womble Bond Dickinson to then make that **£4.1 million claim** just 24 days after attending that ex-parte hearing on 9th January 2017 when Staunton admitted in writing that the claims cannot be established by virtue of Force Majeure.

For Womble Bond Dickinson, Staunton and MFC to then attend court to defend the claims that they all knew were false, working in conspiracy with Staunton's close associate, Registrar Jones under the instruction of Registrar Briggs to maintain the claim to defraud my fellow creditors and is undoubtedly a serious conspiracy to defraud. The fact that you, DCI Walker and Hodgeon state "I can see no evidence of criminality" just that lie, that lame pathetic nonsense, proves my contention entirely. You are all utterly corrupt and form a part of the taxpayer sponsored criminal racketeering enterprise, turning the wheels of the systemic corruption I refer to. You are firmly part of the problem, not the solution and so are the compromised courts, including York, Kirklees, Bromley and Westminster Magistrates, along with the compromised High Court of Justice.

I refer to **Exhibit 15** , the 8 page email chain starting with the email from Drewett, Arnold J's clerk to me on 15th November 2017, the day the application was filed. At the bottom of page 1 is the email from me to the Court, Hannon, Womble Bond Dickinson (Drummond and Gray) and to Buckland via the Attorney General's Office. I refer to the highlighted passages on page 1. I move to page 2 and also refer to the highlighted passages, in particular questions 1, 2 and 3. I turn to page 3, Drummond of Womble Bond Dickinson confirms that Gibson is aware of my correspondences as at 4th July 2017 "*but will not be corresponding with me directly*". They were all by then abundantly well aware that all of the claims made by MFC are false and it is evidenced and proven beyond doubt that they did. At the bottom of page 3, on 23rd June 2017 at 15.01PM Gray of Womble Bond Dickinson stated:

"While noting the contents of your communications, on the substantive points, I am satisfied that the lawyers who have been involved in dealing with you have acted entirely properly in accordance with both the law and their professional obligations"

Committing fraud in conspiracy is not acting in accord with the law nor their professional obligations. Gray knew that also, which is why, after I then called upon Hannon to exercise his duty to refer the matter to Court (Hannon refused to so I made the application myself), at page 4, after reading my request to summons all of the offenders, Gray also loses his nerve and stated that:

"For the record, I would make it clear that I am not a solicitor. I am the Operational Risk Director and an member of the Risk and Best Practice Team at Bond Dickinson LLP"

As it happens therefore, Gray was not in a position to have asserted, as he did, that the lawyers involved had acted properly, yet he did state "*while noting the contents of your communications on the substantive points*". Gray also knew what he was doing was dishonest and misleading. He referred to the "substantive points" being the points on pages 5 – 8 that focus on the false representations made by MFC and Gill.

They all knew then, in June 2017 but in fact long before, that all of the claims were false. MFC and Bloom, the former senior partner of Womble Bond Dickinson knew the claims were false two years prior, on 8th June 2015 and it is evidenced and proven beyond doubt that he did.

The laws of statute that create criminal offences are not subject to diminishment, neither is the evidence that proves those offences but yet Hodgeon and others within the compromised police forces and the corrupt courts have been doing precisely that, which is why they seek to delete certain evidence. The conduct is prevalent, even Chief Constable Winward did it.

Police are supposed to take custody of evidence, but your force has been selectively deleting that evidence. Cleveland Police did it, Northumbria Police did it and so did the Met and City of London. Defacing or disposing of evidence in an investigation is also a criminal offence.

THE OFFENCE OF PERVERTING THE COURSE OF JUSTICE – Corrupt Judges of Chancery and of the magistrates courts

I refer to my submission against Nugee J proving his dishonesty beyond reasonable doubt: **Submission_Nugee_23_05_2020**. Like the common purpose, controlled police, the compromised judiciary have done precisely the same. I reiterate, political interference is the driver of this insanity and out of control corruption.

Nugee J failed in his duty to prosecute the civil contempt and he failed to provide remedy for the most serious and pre-meditated fraud by failing to disclose information or the false representations that he found to be false on 5th February 2018. Where there is wrongdoing, there must be restitution. It has long been established in law that "*no man shall be allowed to make an advantage gained by fraud*", yet not only did Nugee J and the other compromised judges conceal the fraud and blatant dishonesty, but they denied remedy and assisted the offenders in making further disproportionately inflated gains founded by fraud.

The court is being used as the vehicle from which to defraud, a cash cow for the fraudsters to further their offences with the assistance of the corrupt judiciary who are acting under orders from Buckland and Burnett. A typical trait of systemic corruption, it is Burnett and Buckland who have been promoting judges once they have executed their orders. Arnold was promoted to a Lord Justice of Appeal after wilfully evading all of the evidence after being assigned to the false instrument ECRO. Pelling was promoted to the judge in charge of the London circuit after making and using the false instrument ECRO he had no jurisdiction from which to have made. They should have been jailed, instead they are promoted by the orchestrators, the linchpins of the injustice, human rights abuse and ruination of our rule of law and the very principles of justice, all courtesy of the taxpayer.

I refer to page 6, lines 4 – 9 of **my submission** against Nugee J. The old proof of debt form that Gill used to submit the c£4.1 million fraud by false representation contains a penal notice on it, because it is a criminal offence to make false representations in proceedings pursuant to the Insolvency Act 1986.

It is proven beyond doubt that the offenders are guilty of fraud by false representation, that is a criminal offence and the evidential test and the test for dishonesty is complete. The offence is far from isolated.

I now refer to **my letter to Mr Stansfeld** focusing on the dishonest conduct of Nugee J, Arnold J, Vos, Pelling, Briggs and Jones and how they all acted to assist the offenders in evading justice.

Dishonesty however, although prevalent on the part of Nugee J, Arnold, Vos, Pelling, Jones and Briggs, is not an essential ingredient to the offence of perverting the course of justice, of which, I allege that they are all guilty in conspiracy. There is certainly more than sufficient evidence to prosecute the offences, but Hodgeon, like the other purported police officers, replicated the same malfeasance as the corrupt purported judges I was complaining about.

The offence is complete when a person prevents justice from being served whether on himself or on another party. The offence is one of common law, carrying a maximum sentence of life imprisonment. In this case, there are category A aggravating factors and the levels of harm and culpability are also at the highest thresholds.

The classic trait of the offence is where dishonest omissions of statements of fact or in this case, dishonest omissions of the applicable laws, are made with intent to interfere with the proper administration of justice.

The submission and the evidence referred to proves beyond doubt that Nugee intentionally and dishonestly omitted the 3rd of the 3 Tibbles Criteria to evade setting aside the orders of Arnold J that were founded by manifest error. He did so as an excuse to evade providing me with an order for disclosure of the proofs of debt that were dishonestly withheld by Hannon and he did so in full knowledge that Hannon is guilty of fraud by failing to disclose information, an indictable offence.

Nugee knew that ordering disclosure, with a penal notice, as I had proposed, would, on the balance of probabilities, have enticed Hannon to disclose the proofs of debt he had dishonestly withheld when he is under a continuing legal duty to have disclosed, but yet Nugee also sought to misrepresent the rule of law that places Hannon under that legal duty.

It is proven beyond doubt that Nugee has acted dishonestly with intent to pervert the course of justice when he knew that Hannon and his cohorts, MFC, Womble Bond Dickinson and Staunton, had committed multiple criminal offences. Even then Nugee's conduct in doing so is far from isolated and my submission also proved those instances of dishonest misrepresentation beyond reasonable doubt.

Moreover, Nugee failed in his duty to act in the public interest on 5th February 2018 to prosecute the most serious case of fraud by failing to disclose information. Nugee failed to disclose that he is connected with and socialises with Staunton and was therefore conflicted.

Nugee wholly failed to deal with the fraud by failing to disclose information when the public interest in doing so is at stake. Nugee J was, on 5th February 2018 working for the offenders, MFC, Womble Bond Dickinson and Staunton, in full knowledge that they had commissioned indictable offences in conspiracy.

It is for the same reason he evaded dealing with the application for an order for disclosure, because the **statement with that application**,(pages 3 – 7) referred specifically to the same dishonest non-disclosure and the duty of candour that had been breached by the offenders collectively. It is proven beyond doubt that Nugee J is guilty of perverting the course of justice and so is Arnold J.

INCHOATE OFFENCES - Assisting or Encouraging Crime

Part 2 of the Serious Crime Act 2007 creates, at sections 44 to 46, three inchoate offences of intentionally encouraging or assisting an offence; encouraging or assisting an offence believing it will be committed; and encouraging or assisting offences believing one or more will be committed.

These offences replace the common law offence of incitement for all offences committed after 1 October 2008. They allow people who assist another to commit an offence to be prosecuted regardless of whether the underlying substantive offence is actually committed or attempted.

Gary Clark, Pauline Drewett, Wilf Lusty, Helene Newman, Natalie Ford, Stephen Shearsby and Adam Davies and Charlotte Brice, all clerks in the Chancery High Court of Justice are guilty of the offence of assisting and encouraging crime.

THE OFFENCE OF FRAUD BY FAILING TO DISCLOSE INFORMATION – section 3 of the Fraud Act 2006

The law of statute defines the offence as:

Fraud by failing to disclose information (Section 3)

The defendant:

- *failed to disclose information to another person*
- *when he was under a legal duty to disclose that information*
- *dishonestly intending, by that failure, to make a gain or cause a loss.*

Like Section 2 (and Section 4) this offence is entirely offender focused. It is complete as soon as the Defendant fails to disclose information provided he was under a legal duty to do so, and that it was done with the necessary dishonest intent. It differs from the deception offences in that it is immaterial whether or not any one is deceived or any property actually gained or lost.

Drafting the charge

The focus will be on:

- *the prosecution assertion that there was a legal duty to disclose information;*
- *the precise relationship that gave rise to that duty;*
- *the information that it is alleged that the defendant failed to disclose;*

Whether the facts as alleged are capable of giving rise to a legal duty will be a matter for the judge; whether on the facts alleged, the relationship giving rise to that duty existed will be a matter for the jury. For example, was there a solicitor/client relationship or an agent/ principal relationship?

The legal duty to disclose

It is common knowledge that there is a legal duty on all litigants in ex-parte financial proceedings to disclose all information relevant to the application, even if such disclosure is detrimental to the Applicant's case.

I refer to the Supreme Court judgments of Sharland v Sharland [2014] EWCA Civ 95 and Gohil v Gohil [2014] EWCA Civ 274 where there were the same financial disclosure obligations as that of the ex-parte financial proceeding in this case.

In summary of the Sharland / Gohil case, it has long been established that the litigant has an absolute duty to provide full, frank and clear financial disclosure whether within the context of informal and voluntary discussions and negotiations or as part of financial remedy proceedings.

If a party is in breach of the duty, whether by failing to disclose certain relevant facts and circumstances or actively presenting a false case then the court may set aside the order and make a costs order against that party.

In that case, despite Mr Sharland's deliberate and dishonest non-disclosure the judge and subsequently the Court of Appeal, decided not to set aside the order in the circumstances. Macur LJ pointed out however that other sanctions could include a criminal prosecution or civil contempt proceedings.

Details of the offence

On 9th January 2017 MFC, Mr Staunton and Womble Bond Dickinson attended an ex-parte financial proceeding to refrain presentation of a winding up petition I had served on the Club at MFC Riverside Stadium on 6th January 2017 in the sum of £530,000, for abortive costs I had incurred in the project that I had assigned to Parent Company on 29th June 2015, 4 days after receiving an **unwarranted demand with menaces from MFC in the sum of £256,269.89**.

I will address the unwarranted demand and the false instrument applications made by the offenders certified as true when they were both false further into this submission.

On 9th January 2017 during the ex-parte hearing that commenced at 10.30AM in the Rolls Building in London before Mr Justice Arnold, MFC, Womble Bond Dickinson and Thomas Ulick Staunton dishonestly withheld 172 pages of witness exhibit that would have otherwise proven my demand against them in the sum of £530,000. The offence of fraud by failing to disclose information is an indictable offence and this offence was committed in conspiracy.

I move to **tab 24** of the index, being the index of exhibits for the hearing of 16th March 2020. I turn to **tab A** of that index, the 12-page submission.

For avoidance of doubt, no judge has ever made any determination respective of the offence of fraud by failing to disclose information.

I turn to page 6. Pages 6 – 8 set out numerous issues entailing dishonesty and failing to disclose material information and facts inextricably linked to the core arguments of the statutory demand, namely that MFC made an unwarranted demand for payment that was never even owed and used that to unlawfully forfeit the Lease after reneging upon the connection configuration affirmed during the option period.

The actus reus of the offence

I move to page 8 of **tab A** and I quote the law. Paragraph 3.1 outlines the indictable offence of fraud by failing to disclose information. I quote:

"It is complete as soon as the Defendant fails to disclose information provided he was under a legal duty to do so, and that it was done with the necessary dishonest intent"

I move to page 9, paragraph 3.4 and I quote, also from the CPS prosecution guidelines:

"There is no requirement that the failure to disclose must relate to "material" or "relevant "information, nor is there any de minimis provision.

If a Defendant disclosed 90% of what he was under a legal duty to disclose but failed to disclose the (possibly unimportant) remaining 10%, the actus reus of the offence could be complete.

Under such circumstances the Defendant would have to rely on the absence of dishonesty. Such cases can be prosecuted under the Act if the public interest requires it, though such cases will be unusual. It is no defence that the Defendant was ignorant of the existence of the duty, neither is it a defence in itself to claim inadvertence or incompetence.

In that respect, the offence is one of strict liability. The defence must rely on an absence of dishonesty and the burden, of course, lies with the prosecutor.

Proof & test for dishonesty

I applied the correct test for dishonesty as in the Supreme Court judgment of **Ivy v Genting casinos (2017)** relative to the material non-disclosure of all of the evidence set out in the **Penningtons Manches LLP letter dated 11th January 2017**. The offenders also failed in their continuing duty to disclose that letter whereas had they done so, any judge would not have made the order of 16th January 2017. It is therefore proven beyond reasonable doubt that both the order of 9th January 2017 and of 16th January 2017 were founded by fraud. The orders were not however set aside, although there is an application in progress of 27th January 2020 that adduces fresh evidence seeking to set those orders aside.

Judicial findings of non-disclosure ex-parte

I move to the 94-page exhibit, the **Transcript & judgment of Nugee J of 5th February 2018.** Nugee J found the fraudulent non-disclosure and the false representations but he, like you, North Yorkshire Police, were working under instruction to assist the offenders in evading justice. I quote the salient points accordingly:

(Page 90 of 94 – the Judgment) – Paragraphs 3 & 4, Nugee J found that MFC unlawfully forfeited the Lease and that no payment was owed.

(Page 91 - the Judgment) – Paragraph 5, I quote: *"It is now suggested by Mr Millinder on behalf of EEI that the order of 16th January was obtained as a result of material non disclosure before Mr Justice Arnold on the without notice application on the 9th January.*

He relies for this on non disclosure of a large number of documents which, as I understand it, supported the statutory demand and which explained the background to the dispute, in particular the connection agreement which, in his submissions to me, he explained was the foundation of his argument that the project was, effectively, killed by Middlesbrough"

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

"There is a definition of force majeure in the lease. There is no other reference to force majeure in the lease." That was something he repeated before me, but in fact, there was a provision in the lease at schedule 5, paragraph 6, which provided that:

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

Page 92 – Paragraph 8: *"whether there was a cause of action for the sums which had been thrown away as a result, and it does seem to me that the bulk of the non disclosure went to that issue. The other was a question as to whether EEI had any cause of action vested in it at all"*

Page 92 – Paragraph 9: I quote: *"EEI's appearance on the scene, as I understand it, was first apparent to Middlesbrough in the statutory demand, there having been correspondence before that date in which EW had been putting forward various claims against Middlesbrough. This was all dealt with in the evidence of Mr Bloom, who said that according to the statutory demand, the alleged debt was assigned by EW to EE on the 29th June 2015, and then makes a number of points in that regard, namely, that the lease had not been terminated on that date, therefore EW's alleged claim against MFC did not even exist at the purported date of assignment, and then he refers to an email of 15th December 2016 in which Mr Millinder stated that he had the right to progress the claim:*

"But I shall assign to its parent company."

and that: "EW's liquidation did not prevent us from signing rights."

and put forward the contention that it was to be implied from these statements that as at 15th December 2016 no such assignment had occurred.

At line 30 and 31 of page 8 above, Nugee J appears again to be assisting the offenders by stating:

This was all dealt with in the evidence of Mr Bloom, who said that according to the statutory demand, the alleged debt was assigned by EW to EE on the 29th June 2015

In summary, Nugee J found that the material that would have otherwise proven the demand had been withheld and Staunton did not dispute the fact that the evidence had been withheld. Nugee J wilfully failed in his duty to deal with any of the dishonesty made clear to him, the most significant material non-disclosure or the false witness statement on the part of Bloom failing to disclose any of the material facts relevant to the application.

I refer to **my letter to Drewett** and I turn to page 6 paragraph 20, I quoted the applicable precedent and I ask you to read through to paragraph 28 of page 8. It is proven that Nugee J was working for the offenders and he did so with intent to interfere with the proper administration of justice.

Perjury – section 5 of the Perjury Act 1911

Contrary to Nugee J's assertion at lines 17 and 18 above stating that "*this was all dealt with in the evidence of Mr Bloom*", in fact, absolutely nothing was dealt with in the evidence nor the witness statement of Bloom, on the contrary in fact. Bloom lied about the existence of the assignment and stated he had seen no evidence of it, implying that the cause of action has not arisen by 29th June 2015 when he knew full well that it had. That statement in itself is dishonest, Bloom was seeking to conceal the fact that by 25th June 2015 he, acting in house for MFC had rendered the project useless. MFC refused the connection when the contracts intended the turbine to be capable of commercial operation and then invoiced for rent and energy supply after preventing me from enjoying the rights granted. It is that simple and it is that proven and indisputable fact that MFC, Womble Bond Dickinson and Staunton were all seeking to dishonestly conceal from the court.

I turn to page 8 of **Exhibit_October_2016_PM_007**. Bloom confirms that he has received and read the statutory demand on 3rd January 2017 at 20.38PM. Moving to page 7, there is an email from Bloom to me at 21.18PM stating:

"how you can purport that any claim was assigned to another company, for you to suggest there is not a genuine dispute over your claims is clearly mischievous and an abuse of process.

Bloom knew then that the abortive costs had been assigned. Not the "claim" but the abortive costs and he knew that the demand could not be disputed, because MFC's unlawful forfeiture cannot be disputed. He had the intention, on 8th January 2017 if not before, to withhold all of the evidence, including the assignment, that would have otherwise proven the demand. It is proven beyond doubt that the sum of the demand cannot be disputed, MFC and their cohorts could not defend the demand, so they dishonestly withheld all of the material that proved it instead.

I move to the top of page 7, there is an email from me of 3rd January 2017 at 21.36PM responding to Bloom's. I quote:

"We assigned the investment made in the project to Empowering's parent on 29th June 2015 during a board meeting after receiving the Notice to Terminate from you and at that time, its Parent took on the debt. There is no dispute, there is your version of events, then there is what we have in black and white, which is substantive and conclusive"

On 3rd January 2017, at 10.10PM, Bloom had the assignment in his possession via electronic copy and on 6th January 2017, by 4.30PM he had the assignment in his possession in hard copy.

Moving briefly back to **the judgment of Nugee J of 5th February 2018** , at page 92 of 94 it was found that the counterpart assignment referred to in the demand had also been withheld. I quote:

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

It is material, aside from the fact that the £530,000 was assigned to Earth Energy Investments LLP, that the assignment refers to the fact that no claim is owed to MFC in the sum of circa £255,000.

At page 1 and on to page 2 of **Bloom's statement of 8th January 2017**, paragraph 4, Bloom refers to paragraph 22 (page 7 of his statement). At paragraph 22 he states:

"According to the statutory demand the alleged debt was assigned by EW to EE on 29th June 2015"

In paragraph 22.2 Bloom refers to me talking about the right of the claim, being; *right of action from EW as majority creditor*" and "*I shall assign to Parent Company".* It was that right as majority creditor MFC and their conspirers, including Hannon later sought to deprive me of. It was all part of their conspiracy to defraud and there is incontrovertible evidence of pre-meditation.

At the bottom of paragraph 22.2 Bloom makes the obvious dishonest representation in line with trying to misrepresent the two causes of action clearly referred in the assignment of 29th June 2015 that he withheld. Bloom states that;

the clear implication from these statements is that, as at 15 December 2016, no such assignment had occurred and I have seen no evidence of any assignment. It is therefore wholly unclear on what basis EE asserts that it is a creditor of MFC and no explanation Is provided in the statutory demand.

The cause of action originates from the tort of fraudulent misrepresentation in contract law wherein I was enticed to complete the Lease on the basis of the pre-agreed connection configuration when it later transpired that MFC had absolutely no intention of providing the connection they were obligated to provide.

The evidence that was withheld from the ex-parte hearing

I refer to the fresh evidence I have adduced in the ongoing civil proceeding after recovering the emails from the hard drive of my old PC: **Exhibit_October_2016_PM_007** and I turn to page 9, the email from me to Bloom dated 3rd January 2017 at 20.23PM. The email refers specifically to the chain of correspondence proving that it was MFC's duty to take ownership of its substations so that the connection for the wind turbine can be established.

The email refers to the Connection Offer that was amongst the 172 pages of witness exhibit fraudulently withheld by MFC and refers to the chain of emails starting at the bottom page 9, the email from Bloom to me dated 16th October 2012 at 13.07PM and ending at the bottom of page 15. It was that email chain that MFC and their cohorts also fraudulently withheld from the ex-parte hearing in conjunction with the 3 contracts making up the Connection Agreement, namely the **Connection Offer**, the **Connection Deed** and the (unsigned) **Northern Powergrid / MFC Agreement** dated February 2015 for making the connection.

MFC and their cohorts were seeking to dishonestly conceal the fact that MFC had reneged upon the connection, rendering the project useless.

At the bottom of page 13, there is an email from Mr Ryan at Northern Powergrid dated 16th October 2012 at 08.15AM, it is that email Bloom responded to in his email at the bottom of page 16. I quote from that:

"The stadium has two substations both connected to the same 11KV system. These will need to be disconnected from the Northern Powergrid system and connected to the customer owned 11KV network which in turn will be connected to a new 11kv switch house where the turbine would also be connected"

I move to the top of page 12, there is a further email from Mr Ryan at Northern Powergrid dated 19th November 2012 at 15.44PM.

I quote from that:

"The 1.5MVA turbine can be connected locally to the existing supply stadium. The connection arrangement will be similar to that discussed earlier with the two existing substations being disconnected from our system and transferred to the clubs ownership and a new single HV point of supply established"

MFC were seeking to conceal the fact that they refused the connection, which is why they withheld the 3 connection contracts referred to at page 33 above, lines 23 and 24. They also withheld the entire chain referred to at page 32 line 15 through to line 18 relating to the assignment, yet it is both of those arguments that are central and are foundation to the statutory demand originating their ex-parte hearing, namely, the fact MFC refused the connection rendering the project useless and the assignment of the £530,000 abortive costs.

I move to **Bloom's witness statement**. Nowhere within his witness statement is there any mention whatsoever of the Connection Offer, the Connection Deed, the (unsigned) Northern Powergrid / MFC Standard Adoption Agreement nor the fact that they refused the connection. This fact alone proves that the non-disclosure was pre-meditated. The grid connection documents were clearly referred to in the statutory demand multiple times and the argument that they refused the connection goes to the heart of the claim.

It is proven beyond doubt that the non-disclosure was therefore pre-meditated and was convened with dishonest intent to conceal the fundamental position founding the statutory demand, namely that MFC refused the connection and then made an unwarranted demand when Force Majeure applied solely in favour of Tenant when in any event no money was owed. It is therefore proven beyond reasonable doubt that the defendants, MFC, Staunton and Womble Bond Dickinson are guilty of the indictable offence of fraud by failing to disclose information as in section 3 of the Fraud Act 2006 and that the offence was committed in conspiracy and that the fraud by failing to disclose information is not in isolation, on the contrary there are four counts of fraud by false representation all made with dishonest intent in proceedings designed to recover assets for creditors of companies in liquidation.

They were using insolvency as the means to defraud creditors and all of the offences were committed in conspiracy. It is proven beyond doubt that Hannon, Staunton, Womble Bond Dickinson and MFC are guilty of conspiracy to defraud, they were working in collusion with the compromised judiciary.

Nugee J was colluding with Staunton and Womble Bond Dickinson

Moving to page 72, (A17) of the **transcript** of the hearing of 5th February 2018 it is stated that Mr Justice Arnold granted the injunction on two-grounds; Nugee J: "*There's doubt, doubt over the assignment and dispute over the claim*"

As proven above, it was those two grounds and the facts behind them that were dishonestly concealed by MFC, Staunton and Womble Bond Dickinson. By Staunton's own admission, it was both of those grounds that founded the order of 9th January 2017.

It is those two grounds that Staunton misrepresented during that hearing and with the second ground, being Force Majeure, he also misrepresented during that hearing and the ex-parte hearing of 9th January 2017. Again, this fraud by false representation, fundamental dishonesty, has been evaded and has never been tried in any of the proceedings. There was no standard of review when dishonesty and fraud was at the heart of the applications.

Buckland QC MP did precisely the same, failing in his duty as Solicitor General to prosecute the civil contempt, then making various lame and pathetic excuses for failing in his duty to have done so.

Moving to (A18) Nugee asks Staunton:

Nugee J: "Do you want to, do you want to say anything about the statement on the first page of the attendance note, which I think is a statement by you?"

We turn briefly to the **ex-parte attendance note** referred to in that comment above. We have numbered the citations of the note in the left-hand column for ease in reference. Paragraphs 1 – 6 are all false statements made by Staunton. In paragraph 2 Staunton stated: *There is a definition of Force Majeure in the Lease. There is no other reference to Force Majeure in the Lease*

Turning back to the transcript, page 73, (A19), Staunton lied about the same position for the second time;

Mr Staunton: "Indeed, so I drew the attention of the Lord, of Mr Justice Arnold to the provision in the lease defining force majeure, and my simple point was and thereafter the lease is silent on force majeure, left hanging, which is"

When Nugee J informed him that I had cited that his position is false, Staunton immediately replied and stated (A20):

Mr Staunton: "I don't, it's not."

Staunton was very quick to deny that he was wrong, but he knew that he was wrong and his dishonesty can be nothing other than pre-meditated.

At (A22) Nugee again informs Staunton that he is wrong:

Nugee J: "Yes, but Mr Millinder says that's wrong"

I envisage that Staunton was again relying on the fact that Nugee would assist him, but this time he did not, probably because I had been insistent in proving this part of Staunton's dishonesty. Staunton lied twice, once ex-parte and once during this hearing about the same point, he then tried to conceal it by stating:

Mr Staunton: "Well, he hasn't shown me the relevant paragraph"

Staunton stated that in the hope Nugee J would continue to support him, but is then taken to the relevant paragraph:

Nugee J: *Well, page 44 schedule five, paragraph six* --

Mr Millinder: Schedule five, paragraph six.

Nugee J: *And there's a schedule headed Agreements and Declarations.*

Turning to page 74, Staunton is then told:

Nugee J: So, I think it wasn't correct telling Mr Justice Arnold that there was no further reference to force majeure in the lease. I think that's the point Mr Millinder was making.

Note how Nugee states "I think" it wasn't correct and "*I think that's the point Mr Millinder was making*". The position is however, it was most certainly dishonest of Staunton to retract the operative provision of Force Majeure within the Lease because same is absolutely material to the entire position of the statutory demand. This omission was not accidental, and neither was the non-disclosure that went with it.

There was absolutely zero standard of review in relation to this collective dishonesty against the material non-disclosure because essentially Nugee was assisting the offenders in evading justice. At page 75 of the transcript, this intent is made only too clear;

Mr Staunton: Yeah. Well, I wouldn't wish to be cavalier, nonetheless, it's all water under the bridge by the time Pennington Manches --

Nugee J: Well, I understand that.

Mr Staunton: Yeah, absolutely, yeah.

Nugee J: I understand that point.

Any judge would know that consent order can be set aside for non-disclosure if it is later found that the order was founded by fraud, it is common knowledge, just as any other order can be that was founded by fraud in one form or the other, or if for other reasons the order was made improperly.

Nugee just swept the dishonesty and the most significant material non-disclosure "under the carpet" when he did clearly know that the court is penal by nature respective of any non-disclosure. It was not accidental at all, it was deliberate, pre-meditated dishonesty as was the fraud by failing to disclose information. The information withheld alone would have proven that and any judge, if they were not corrupt and working for the offenders, would have set aside the order.

It was Nugee's malfeasance in concealing the blatant fraud by failing to disclose information, the frauds by false representation and the false instrument applications that enabled MFC and their conspirers to then present a petition to wind up Earth Energy Investments LLP for £25,000.

The closing comments at page 75 of the transcript makes it clear that Nugee had prior knowledge of the conspiracy to defraud using the non-existent petition debt. I quote:

Nugee J: And also, simply identifying that there is an argument which gives rise to a dispute doesn't, doesn't entail the consequence that the --

Mr Staunton: No, absolutely.
Nugee J: Petition should go forward.

Mr Staunton: Absolutely.
Nugee J: Yes.

The comments above denote the level of pre-meditation between Nugee and Staunton who are personal friends. Nugee refers to the "*petition going forward*" proving that he knew Gill of Womble Bond Dickinson would later present a winding up petition against Earth Energy Investments LLP on 12th February 2018. The entire position was pre-meditated.

There was no other "petition" in process that he could have been referring to, there was no "petition to go forward" against any other party. In relation to MFC, there was an application to refrain presentation of the winding up petition" it would be entirely out of context and of the opposite effect to suggest that the "petition should go forward".

It is proven beyond doubt upon this analysis that Nugee and Staunton were colluding and they had the pre-meditated intention to dispose of Earth Energy Investments LLP and it was for that reason that Nugee then failed to provide those directions I applied for on 7th February 2018.

THE 5TH COUNT OF FRAUD BY FALSE REPRESENTATION

The directions application of 7th February 2018

Immediately following Nugee J's decision on 5th February 2018 I made a directions application to deal with his failure to address the dishonesty on the part of the defendants. I refer to that **directions application of 7th February 2018**. The directions application letter deals with dishonesty that Nugee J failed to address during the hearing and seeks to set aside the order and requests permission for a re-trial. Nugee J failed to provide the directions, because he was working to assist the offenders, however, the offenders were served a copy of the directions application on 7th February 2018. They knew that there are proceedings in process respective of the conduct of the hearing and the matters in issue within that directions application letter.

On 12th February 2018, in full knowledge that the alleged £25,000 debt was subject to challenge, Gill of Womble Bond Dickinson then presented a covert (without notice) winding up petition against Earth Energy Investments LLP.

It was that "petition should go forward" that Nugee was referring to that I quoted at page 30, line 10 above. The petition was not made until 12th February 2018 proving beyond doubt that the position was pre-mediated between the offenders and the compromised judiciary. Nugee himself admitted he knew about the plan to wind up.

The winding up of Earth Energy Investments LLP was illegal in any event

It has long been the law that where an alleged debt is subject to challenge or otherwise where the alleged debt is disputed on genuine and substantial grounds, presenting a winding up petition is an abuse of process.

In this case, the compromised judiciary, MFC, Womble Bond Dickinson and Staunton were well aware that the order of 16th January 2017 said to have originated the alleged £25,000 costs was subject to challenge. They received the directions application letter of 7th February 2018 that sought to deal with the dishonestly and fraud originating the order in the first place. The fact that Nugee J was working for the offenders and failed to provide the directions by virtue of that fact does not excuse the fact that the principal offenders were acutely well aware that the alleged debt was subject to challenge. They presented that covert (without notice to me) winding up petition just 4 days later when they knew neither I nor Earth Energy Investments LLP owed MFC a single penny, the position was precisely the opposite.

Womble Bond Dickinson, MFC and Staunton knew that their combined actions in winding up Earth Energy Investments LLP would have genuine tendency to interfere with the proper administration of justice, they did so to enable the application, that Nugee J had ordered to be listed for a hearing in the usual way on 21st March 2018, to fall back to Hannon, the defendant in the application Jones disposed of just two days prior. They did so to evade prosecution for the frauds that Jones was concealing whilst operating outside of his jurisdiction to do so.

Staunton, MFC and Womble Bond Dickinson knew that Earth Energy's claim extinguished their non-existent £25k alleged debt

It is plainly evidenced that MFC, Womble Bond Dickinson and Staunton, but also Hannon, knew full well that Earth Energy's claim of £530,000 extinguished MFC's alleged claim of £25,000. They could not defend the statement of the demand so they dishonestly withheld all of the evidence that proved it instead. It was proven that on 9th January 2017 they all knew that Earth Energy Investments LLP has a claim far exceeding the £25k they obtained by misleading the court.

By Staunton's own admission during the hearing of 5th February 2018, he knew that the cross claim extinguished the alleged £25,000.

I move back to the **transcript** of that hearing, turning to page 70, (A11). I quote:

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

At A12, Staunton admitted that the investments are assigned and then stated "so it's still its claim", he was referring to the multi-million-pound claim for unlawful forfeiture that allegedly vests in Empowering Wind MFC Ltd.

The liquidation of which they had stymied with their £4.1 million fraud by false representation that Staunton himself knew was false by his own admission on 9th January 2017. Again, they made that £4.1 million to stymie the liquidation in full knowledge that the claim for unlawful forfeiture of the Lease is proven. They could not defend the claim for unlawful forfeiture and the only way they have sustained themselves for the length of time they have done is because they have dishonestly concealed the facts, deliberately misleading the court with false statements, fraudulent non-disclosure and general deceit whilst purporting to be upstanding lawyers when in reality it is proven they are just scheming dishonest criminals. The fact that they are protected by a rotten system and systemic corruption courtesy of taxpayer sponsored state terrorists does not alleviate the issue.

The frauds are all inextricably linked and the principal offenders were colluding with the compromised judiciary to defraud me not only of my claim in damages, but also by abortive costs that I had assigned to Earth Energy Investments LLP on 29th June 2015. It was for that reason that Bloom dishonestly withheld that assignment, the absolute assignment of the abortive costs and then lied about it within his witness statement.

MFC HAD ALREADY TAKEN THE LEASE AND THE RIGHT OF ACTION OUT OF EMPOWERING WIND MFC LTD

Whilst it is clear that MFC and their conspirers made every concerted effort to use insolvency as the means of defrauding me, a creditor of my rightful assets, being the abortive costs I had assigned to Earth Energy Investments LLP and the claim for unlawful forfeiture that is quantified to a high degree of accuracy exceeding £18.7 million including aggravated damages, they themselves had already taken the rights of the Lease outside of Empowering Wind MFC Ltd over a year prior to the insolvency they caused through their fraud by false representation.

On 18th August 2015 MFC unlawfully forfeited the Lease. Unlawful forfeiture was founded by their unwarranted demand with menaces of 25th June 2015 made after they refused the connection, rendering the project useless. The right of action in restitution for the fraud and unlawful forfeiture already vests in me, the investor and ultimate beneficiary of the project. The winding ups were entirely consequential, a continuance of their frauds and further frauds, collusion and perversion of the course of justice.

One cannot assign the rights to a Lease that has been terminated. There is nothing to assign. Therefore, whilst the intent was to use insolvency to defraud of the proven claim in damages, being the revenue I would have otherwise gained from the wind turbine, the right of restitution already vests in me and that right had occurred on 18th August 2015.

On precisely the same basis, Hannon had taken the right of action out of the Company if there ever was one to assign, by disposing of Empowering Wind MFC Ltd and Earth Energy Investments LLP without notice when he knew the company had assets to be realised for creditors. It was all fraud on top of fraud and for that there must be restitution.

It was for the same reason, being fraudulent concealment, that Nugee manipulated and misrepresented the terms of the assignment in his judgment. I refer to page 92 of the 94-page transcript & judgment, being page 4 of the 6-page judgment. I quote from paragraph 10:

"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"

The position was entirely misrepresented and the reason that Nugee did so is because he was seeking to conceal the fact that there is an absolute assignment of the abortive costs. I refer to **the assignment counterpart** and quote accordingly from the paragraph (B):

"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"

The particulars and detail of the assignment is substantially different from Nugee's manipulated version I quoted at lines 4 through to 6 above. He was seeking to conceal the fact that there is an absolute assignment of the £530,000 abortive costs. His conduct in doing is undoubtedly of dishonest intent. There would have been no other reason to manipulate that statement, which is an absolute assignment. Nugee had the premeditated intention to do so, he manipulated the terms of the assignment and at paragraph 12 of his judgment he then stated:

"It does not seem to me that disclosure of the material other than the board minutes would have caused any change in Mr Justice Arnold's view on that question, the two being quite separate questions. And I do not think that the disclosure of the board minutes, although it would have explained the basis upon which it was said that the assignment had taken place on the 29th June would have been likely to have persuaded Mr Justice Arnold that the position as to assignment was so clear as to give rise to no bona fide and substantial dispute, because of the material that was put before him by Mr Bloom. Even taking the board minutes on their own face, they discuss doing various things but end up with the decision to discuss matters with various solicitors and get another legal opinion, and I think it likely that had that been before Mr Justice Arnold the conclusion that one would have drawn from all the material is that it was still unclear whether the assignment had taken place on the 29th June 2015 or whether it was something that was being discussed as a way forward"

Nugee J had dishonestly misrepresented the correct terms of the assignment with the intent to then undermine validity of the assignment. There is some clear and prolific pattern of him doing the same throughout these proceedings. Nugee's dishonesty is prevalent and on this occasion he did so to assist the offenders by undermining the validity of the assignment but whilst diminishing the rule of law. The terminology that:

"so that Earth Energy Investments, as Parent of empowering MFC is assigned those investments"

The assignment is signed under hand by me, the assignor, and by me, the assignee and on 6th January 2017 the assignment was served by hand at MFC Riverside Stadium.

I refer to **section 136(1) of the Law of Property Act 1925** and I quote accordingly:

(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.

The rule of law of the United Kingdom is not subject to diminishment or degradation. Nugee failed altogether to account for the fact that page 4, Part B of the statutory demand is also an absolute assignment of the abortive costs in the sum of £530,000 and together with the assignment of 29th June 2015 there is an absolute assignment of the funds invested in the wind turbine SPV that passed from the date of the notice on the assignment.

The fact is that Nugee was working in conspiracy with Staunton to defraud and to pervert the course of justice, which is why he referred to the "*petition going forward*" on 5th February 2018 and with Staunton agreeing and for the same reason, he failed in his duty to provide directions accordingly on 7th February 2017 when I had applied by letter for directions to deal with Staunton's dishonesty and which is why, on 21st March 2018 when Nugee J dismissed MFC, Staunton and Womble Bond Dickinson's application to dismiss my application of 28th February 2018, he again failed to provide directions.

The cross claim extinguished the alleged (non-existent) petition debt

They were conspiring to defraud, using insolvency as the vehicle from which to do so and they all had the pre-meditated plan to wind up Earth Energy Investments for £25,000 that was not even owed, that is why Nugee misrepresented the assignment, but yet Staunton, in his own words at the same hearing of 5th February 2018 stated:

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

It is again proven beyond reasonable doubt, by Staunton's own admission that he knew that what was assigned is to EEI (Earth Energy Investments) are; "*the investments, the £200,000*" and the £330,000, legal and project development costs.

I refer to the **order of 21st March 2018** by Nugee J. The order refers to the application of 1st March 2018, being the date that the application of 28th February 2018 was sealed by the court. That is the application that seeks to set aside the order of 16th January 2017 because the order was founded by fraud and it is that order that originated the alleged £25,000 in costs that was in any event extinguished by the £530,000 cross claim plus the standard 8% interest from the date of the assignment. It is clear from the order that Nugee J had dismissed the defendant's application and had listed the application to set aside the order of 16th January 2017 for a hearing in the usual way.

The alleged £25k petition debt was subject to challenge and listed for a hearing on 28th March 2018

An alleged debt that is subject to challenge by order of a High Court Judge is not and cannot possibly be a debt that can be recovered by winding up petition. The alleged debt is disputed on genuine and bona fide grounds.

MFC were permitted to refrain presentation of my demand that cannot possibly be disputed after fraudulently withholding all of the evidence that would have proven it on the basis of alleging that the claim is disputed on genuine and substantial grounds, but yet MFC were permitted to wind up Earth Energy Investments LLP when no debt was even owed and in any event the alleged debt was subject to challenge by virtue of an order by the High Court Judge just one week prior. The position is double standards bias and outright fraud and corruption.

I refer to **my skeleton of 18th March 2020**, page 1, paragraphs 4 and 5 refer clearly to the cross claim that extinguished the alleged petition debt. Paragraph 1 refers to the fact that there is an application seeking to set aside both the order of 9th January 2017 and the order of 16th January 2017 because both orders were founded by fraud. The principal offenders, MFC, Staunton and Womble Bond Dickinson had a copy of that skeleton in their possession by email on the same day it was made.

On 28th February 2018 I had paid for and filed the application to set aside the order of 16th January 2017 in conjunction with the directions application that Nugee J failed to provide.

I move to my 30 page exhibit titled: **Met Police 02 08 2018 marked up by PM** and I turn to page 22. At the bottom of page 22 there is an email from me seeking directions from Nugee J dated 21st March 2018 at 21.11PM. The email is copied to Gill, Stewart and Brown of Womble Bond Dickinson and also to Staunton. The directions sought were to strike out the abuse of process petition that conflicts directly with the order made by Nugee J that both I and my opposing litigants had in our position on that same afternoon. At the top of page 22 there is an email from Clark, Nugee's Clerk, stating that I would have to make an application. I had already made an application and it was that application which resulted in the order listing the application to set aside the £25k order aside on the grounds that the orders were founded by fraud.

MFC, Staunton and Womble Bond Dickinson on the other hand, did not make any application and yet their directions were provided straight away, resulting in that order of 21st March 2018, again double standards and actual bias.

I move now to **the transcript of the hearing** Staunton attended on 28th March 2018 to wind up Earth Energy Investments LLP for the non-existent £25k that was in any event subject to challenge.

The transcript evidences the most serious dishonesty on the part of Staunton and that dishonesty founded the order.

What they were doing was again using insolvency to defraud me of my rightful assets, £530,000 plus standard interest in lieu of an alleged £25k "debt" that firstly was extinguished by the cross claim and secondly was subject to challenge by order of Nugee J, a High Court Judge. What they wanted to do is wind up Earth Energy so that the right of action I was taking, the application of 28th February 2018 that also deals with the multiple frauds and the blatant dishonesty of Staunton, so that the right of action fell back to Hannon, the defendant in the application Jones unlawfully disposed of just two days prior. It is a most serious and protracted conspiracy to defraud and to pervert the course of justice at the same time.

Staunton lied to Registrar Barber and falsely misrepresented the cross claim that extinguished the (non-existent) alleged petition debt

I move to page 3 of the document (page 1 of the transcript). At the very start of the hearing Staunton misled Registrar Barber in my absence. At (F) Registrar Barber stated:

JUDGE BARBER: -- saying in his email that the – the petition is disputed

Staunton immediately interjects and lies to Registrar Barber. I quote:

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.

Staunton made absolutely no mention whatsoever of the order he had in his possession on 21st March 2018 when Nugee J listed the application setting aside the order originating the alleged £25k petition debt aside. Staunton did however prepare the skeleton seeking to dismiss my application of 28th February 2018. I refer to that **skeleton dated 20th March 2018.**

Staunton did also read **my skeleton dated 1st March 2018** with the application long prior to making his of 20th March 2018. He knew that the application was substantially different.

It was not the same as the application that came before Nugee J on 5th February 2018 and all facts at that hearing were not taken into consideration. The standard of review was non-existent, yet the Court and its officers owe a duty in the public interest to prosecute dishonest lawyers, yet this Court and Nugee J, along with the rest of the compromised judges in this case were supporting and aiding and abetting the offenders. That conduct prevails.

Page 8, paragraph 32 refers specifically to the cross claim that extinguished the alleged £25k petition debt.

Moving to **Met_Police_02_08_2018_marked_up_by_PM**, back to page 22, it is plainly evidenced that Staunton and Womble Bond Dickinson were copied into that email. They did receive a copy of the order sent by Clark to all of the parties on 21st March 2018. It is proven beyond doubt that Staunton knew about the order dismissing his and his instructing solicitor's application to dismiss my application of 28th February 2018.

It is proven beyond doubt that Staunton was only too well aware of the cross claim that extinguished the alleged petition debt of £25k. He received the skeleton of mine on 1st March 2018 that refers specifically to it. He also received the skeleton of mine **dated 18th March 2018** that also refers specifically to it.

Now move back to the **transcript of the hearing of 28th March 2018** between Staunton and Registrar Barber in my absence due to sickness.

At page 3 off the document (page 1 of the transcript) (G) & (H), Staunton makes a false representation that he knew was false and it is proven beyond doubt that he knew it was false. I quote:

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

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.*

I move to page 2 of the transcript (page 4 of the document) and I quote from (C) – (E):

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.

On 15th November 2017 that was the only application Earth Energy Investments LLP had made. It was the application that sought to deal with the fraud by failing to disclose information ex-parte, the frauds by false representation, the fraud by breach of fiduciary duty and the false statement of Bloom. It was the originating application that was "to be heard by a High Court Judge" that was circumvented by Jones under the instruction of Registrar Briggs. Those issues were never tried, they compromised judiciary had, essentially, stepped into the shoes of the fraudsters.

It is proven beyond reasonable doubt that Staunton is guilty of fraud by false representation and he made that false representation with intent to make a gain and to cause a loss to me of the £530,000 cross-claim he has been acutely well aware of since 9th January 2017.

At (F) and (G) Staunton tells more lies and states that the application is identical to the one that came before Nugee J on 5th February 2018 when he knew it was fundamentally different in many ways. The application is a fresh cause of action that sought to deal with what was not dealt with during the hearing of 5th February 2018. I refer to the Supreme Court judgment in **Takhar v Gracefield Developments & others (2018).** In summary of the judgment, I condense as follows:

The question of whether there is a "reasonable diligence" requirement in cases involving fraud had been the subject of conflicting authority in the lower courts. It reflects a tension between, on the one hand, the public policy in favour of the finality of litigation and, on the other, the desire to do justice in individual cases and not permit fraudsters to benefit from misuse of the court system. This judgment comes down in favour of the latter in this context and to that extent can be seen as an illustration of the principle that "*fraud unravels all*".

The following principles govern applications to set aside judgments for fraud (as summarised by the Court of Appeal in *Royal Bank of Scotland plc v Highland Financial Partners LP* [2013] EWCA Civ 328, and endorsed by the Supreme Court in the present case):

- *There has to be a "conscious and deliberate dishonesty" which is relevant to the judgment sought to be impugned.*
- *The relevant dishonest evidence or action must be "material", in that the fresh evidence would have entirely changed the way in which the first court came to its decision.*
- *The materiality of the new evidence is to be assessed by reference to its impact on the evidence supporting the original decision, not its likely impact if the claim were to be retried on honest evidence.*

The key dispute was whether there is also a further requirement to show that the new evidence could not with reasonable diligence have been obtained at the time of trial. This was dealt with as part of a trial of a preliminary issue.

At first instance, Mr Justice Newey concluded that there was no authority binding on him that confirmed the existence of such a "reasonable diligence requirement" and that, as a matter of principle, he should not apply it.

The Court of Appeal disagreed, concluding that it was bound by House of Lords authority to find that there was such a requirement. The Court of Appeal's conclusion was clearly reached with some reluctance, with Patten LJ (giving the lead judgment) commenting that there is "clearly a powerful argument" that the policy against re-litigation ought to be subject to an exception in cases of fraud, regardless of whether the due diligence condition is satisfied.

The Supreme Court allowed the appeal, holding that where it can be shown that a judgment has been obtained by fraud, a requirement of reasonable diligence should not be imposed on the party seeking to set aside the judgment.

In other words, we can re-litigate to prove fraud and as with the application of 28th February 2018, new evidence was adduced based the point of law that was not considered insofar as the continuing duty to disclose and that the application seeks to deal with everything that Registrar Jones did not, namely the fact that all of the frauds are interlinked.

Rescission of the winding up order founded by fraud upon fraud

On 29th March 2018 I had made an application to rescind the winding up order of 28th March 2018 on the grounds that firstly, the petition was subject to challenge and was therefore an abuse of process and secondly that the alleged petition debt was not even owed, it was extinguished by the cross claim that Staunton dishonestly misrepresented.

Both grounds were proven beyond reasonable doubt. I had expressly requested that the application be heard by a High Court Judge.

Briggs however, assigned himself to the application and he did so to assist the offenders in defrauding me whilst denying remedy. It is common knowledge that where a petition to wind up has been presented that is a clear abuse of process the restitution in damages is often considerable and the court is penal in dealing with such abuses that detrimentally affect businesses.

Briggs knew he was conflicted, having met with Hannon on the evening of 22nd November 2017 and after having "crossed out" the request that my application that sought to deal with the frauds collectively was to be heard by a High Court Judge. He allocated himself to the rescission to maliciously deny remedy and rather than dealing with he application and providing the remedy for the clearly illegal winding up, he identified both the cross claim and the fact that the alleged petition was subject to challenge but then adjourned the case and arranged for Pelling to be factored in to execute the ECRO false instrument.

I refer to the **transcript** of that hearing of 11th April 2018 that Briggs circumvented and I turn to page 10 of 41 (page 8 of the transcript). I ask the reader to carefully digest from (D) through until (F) of page 11. Staunton seeks to rely on the misrepresentation of the assignment manufactured by Nugee. I quote:

MR STAUTON: Yes. It's set out in detail in the decision of Mr Justice Nugee. If you turn to vol.2.

Staunton clearly did know that Nugee had dishonestly misrepresented the terms of the assignment and it is for that reason he referred to that decision. I refer to page 40 above, lines 4 - 6 and the correct version at lines 10 - 13. Nugee fabricated the evidence because there is an absolute assignment of the investments made in Empowering Wind MFC Ltd to Earth Energy Investments LLP.

I ask the reader to carefully digest the contents of page 12 of the **transcript** (page 14 of 41) through to page 13 of the transcript (D). Staunton lied again, I quote below:

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

Staunton knew it was not an exact quote of the terms of the assignment at all and we have already proven beyond doubt that it was not.

Now I ask the reader to carefully digest the contents of page 14 of the transcript (page 16 of 41) and read through to (B) of page 16. The assignment was addressed sufficiently and it was summed up that the assignment extinguished the alleged petition debt. I quote from (A):

THE CHIEF REGISTRAR: Now the, the picking out - so I've got your point about the assignment and I've summed that up to you and you've said that's correct. In relation to -my summary was correct - in relation to the, the first point you made, I still haven't quite grasped, or understood perhaps sufficiently well, so I ask you about this so that I do understand it sufficiently well. That is the proceedings which you say are currently on foot

I move to page 17 of the transcript and I request the reader to carefully digest the contents of the submissions at (D) through to (B) of page 18. At (C) of page 18 I quote:

THE CHIEF REGISTRAR: Well I, I - Mr Staunton, you're free to obviously go through - I've read your skeleton argument as I've read Mr Millender's skeleton argument, but I am interested obviously in it as an outstanding matter which is to be decided. I'm particularly interested in that.

Briggs stated he was particularly interested in that because he knew as well as I do that an alleged debt that is subject to challenge by order of a High Court Judge listing the application seeking to set aside the order said to have originated the alleged £25k is not and cannot possibly be a petition debt. Any lawyer knows that and presenting a petition in those circumstances, the circumstances of which my opposing litigants were only too well aware is a clear and flagrant abuse of process. It is more pre-meditated dishonesty intended to pervert the course of justice and to defraud me of £530,000 so that the right of action fell back to Hannon who then appointed himself as liquidator of Earth Energy and "refused to deal with me" its sole creditor.

I quote from (F) and (H) of page 18:

MR STAUNTON: The reason for this essentially is if the injunction is discharged on the grounds of material non-disclosure the petitioning debt goes, because the petitioning debt is £25,000 of costs ordered by consent in January 2017. That's the reason I think for that attack by Mr Millender. In late March my solicitors wrote to Mr Justice Nugee asking him to dismiss the application for the hearing because it was simply a repetition of what he had already decided.

THE CHIEF REGISTRAR: Was that late June--- ?

MR STAUNTON: Pardon me?

THE CHIEF REGISTRAR: Did you say late June? I couldn't hear you.

Briggs was referring to "late June" because he had then found that the alleged petition debt was indeed subject to challenge by order of Nugee J of 21st March 2018.

At page 19, (A) I quote:

MR STAUNTON: No, no, late March.

THE CHIEF REGISTRAR: Late March.

MR STAUNTON: This year, 2018.

THE CHIEF REGISTRAR: Yes, I see. So it's identified

Briggs identified that the petition was an abuse of process.

Moving to page 20 of the transcript (page 22 of 41) Staunton lies yet again and stated:

MR STAUNTON: So that application was on foot when the winding up petition came before Judge Barber on 28th March. You've got my skeleton. The application to rescind doesn't introduce any new grounds. There's nothing new in this at all. It was all deal with by Judge Barber.

It is evidenced however that it was not dealt with by Judge Barber at all because Staunton made absolutely no mention of the order of 21st March 2018. On the contrary, he stated during the hearing before Registrar Barber that:

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.

Also at page 20 of the transcript (A) and (B) I quote:

THE CHIEF REGISTRAR: Mmm hmm.

MR STAUNTON: And I support that. So if you look - the first ground, if you look at the thin ring binder, tab 1, s.3, two things put forward; the, the Winding Up Order was an abuse of process; and this cross claim for a sum exceeding £900,000.

Now I quote from (C) through to (D):

MR STAUNTON: Now as I understand it, that is the argument that the January 2017 order should be discharged for material non-disclosure, and they are the orders which provide the petitioning debt, and if that was to happen and the liability to pay costs of 25,000 went, then, of course, the petition would not have a debt in which to be founded.

THE CHIEF REGISTRAR: No.

MR STAUNTON: That was all before Judge Barber. Can I take you to tab 4?

It is however plainly evidenced from the **transcript of the hearing of 28th March 2018** that none of it was before Registrar Barber during the summary Wednesday winding up list because Staunton dishonestly misrepresented both the fact that Nugee J made the order listing the application to set aside the order of 16th January 2017 for a hearing on 21st March 2018 and that there is a cross claim that extinguished the petition debt. Staunton stated that the cross claim was the claim that allegedly vests in Empowering Wind MFC Ltd when it is proven beyond doubt that he knew full well of the cross claim in the sum of £530,000 plus interest.

Staunton himself referred to that cross claim being valid in the proceedings before Nugee J on 5th February 2018, just 51 days prior to making those false representations before Registrar Barber. It is proven beyond doubt, with incontrovertible evidence that Staunton knew what he was doing was dishonest and his intent was to mispresent to defraud me of £530,000 plus 8% standard interest. That, in itself it a serious fraud with aggravating factors, yet, as evidenced, the frauds are a long way far from isolated, they are prevalent and committed in conspiracy.

I move back to the transcript of the hearing of 11th April 2018 before Briggs who was conflicted anyway. I turn to page 21 and quote from (A):

MR STAUNTON: Now that's the second application to be heard in the window of 6th June. That was before Judge Barber. Can I take you please to tab 2? Do you have that, Judge, tab 2?

THE CHIEF REGISTRAR: Just give me some time. (sneeze) Excuse me. Judge, before Judge Barber on 28th March, yeah.

MR STAUNTON: Well I'm going to take you to what was before her. You'll see it's identical to what's now in the skeleton argument to support the application to rescind. Can I take you to tab 2?

Staunton's lies prevail, yet Briggs does not seek to address his dishonesty, he fakes a sneeze to warn him and just carries on with their premeditated plan to deny remedy.

Between (G) and (H) at page 21, I quote:

MR STAUNTON: On 10th June he hears the case to which the £25,000 costs relates.

Briggs says "yes" but in full knowledge that the 10th June had not even arrived, Nugee J had listed the application for a hearing on 21st March 2018. At page 22 (A) Staunton lies again and states that the order of 21st March 2018 was before Registrar Barber when he knew it was not. I quote:

MR STAUNTON: --and if you look at the second page, it's the 21st March, and this is before Judge Barber-

It is evidenced that there was no such order of 21st March 2018 before Registrar Barber. You should note, the corrupt coward, Burnett of Maldon, has renamed Registrars as "ICCJ Judges" in an attempt to legitimise their conduct, but they are not judges and by Jones's admission, they "cannot judge". When criminals are put in to run the justice system, things are bound too go horribly wrong, that is what's happened. What the majority of these insolvency registrars are, are dishonest common purpose collusive fraudsters, soldiers of the establishment who defraud people of their assets using insolvency as the façade from which to do so.

At (F) and (G) I quote:

MR STAUNTON: --and paras.17 to 24. So there's a cross claim which extinguishes the liability to pay £25,000.

THE CHIEF REGISTRAR: Yeah.

MR STAUNTON: But we see that also was before Judge Barber and she made the Winding Up Order. Tab 2.

Staunton knew however none of what he refers to was before Registrar Barber and he certainly did not take Registrar Barber to any of the documents, the transcript of the hearing evidences that he did not.

I move to page 25 of the transcript (page 21 of 41) and I quote from (A) to (G). I highlight below all of Staunton's continued lies:

MR STAUNTON: There is the cross claim. There is the assignment. So the two grounds upon which Earth Energy invite you to rescind the Winding Up Order were before Judge Barber----

THE CHIEF REGISTRAR: Yes.

MR STAUNTON: --and she considered them. I attended that hearing.

THE CHIEF REGISTRAR: Yes.

MR STAUNTON: I explained the situation to her. She was well aware of the two arguments, namely there was an application to set aside the injunction of January 2017 on the grounds of material non-disclosure, and if that succeeded it would eliminate the petition debt. I told her of course it had been heard by Mr Justice Nugee on 5th February 2018 and he dismissed the application on 1st March. Mr Millender issued another application to be heard in the window of 6th June. I told your Lord this.

I also explained to Judge Barber how the cross claim came about, going back to 2014 when Empowering Wind entered the various grievances on Middlesbrough and there was a falling out between them. The - Middlesbrough forfeits the lease and the Energy Supply Agreement just comes to nothing and then that gives rise to substantial correspondence, during which Mr Millender had advanced all these claims. I explained all this to Judge Barber, and despite these claims by Empowering Wind, the winding up petition in - came on for hearing in September 2016----

MR MILLENDER: Sixteen.

MR STAUNTON: --I think it was. It was a petition by HMRC supported by Middlesbrough. It was not Middlesbrough's petition and Mr Millender attended that hearing, and nevertheless Mr Registrar Baister, having been told that the company had been dissolved, made a double barrel order. So on what, on what----

THE CHIEF REGISTRAR: You've made this submission.

MR STAUNTON: --legitimate grounds can Earth Energy invite you today, Judge, to rescind the Winding Up Order? You have my written submissions and I've just explained to you, I hope clearly enough, that both of the grounds now relied upon by Earth Energy were before Judge Barber on 28th March, and she decided to make the Winding Up Order.

All of Staunton's comments are lies. I reiterate, for the purpose of clarity, the evidence to prove the dishonesty. I move back to **the transcript** of the summary winding up hearing in my absence on 28th March 2018.

The hearing began at 12.07PM and ended at 12.12PM. The hearing was therefore a total of 5 minutes. It is the duty of the court to consider mutual dealings and set off pursuant to what is known as **rule 14.25 of the Insolvency Rules 2016**.

None of that was considered, because Staunton had made dishonest misrepresentations and his lies prevailed during the rescission application. All of the facts stated by Staunton were dishonestly misrepresented, the winding up order is also void ab initio. Firstly because Briggs was conflicted and had no locus from which to have heard the application in the first place, the hearing was predetermined. Secondly, because the order was founded by fraud, fraud on the part of Staunton and fraud upon the court. Likewise, rule 14.25 of the Insolvency Rules 2016 was not applied on 19th September 2016 either during the summary hearing that had been adjourned so that I, as Director of Empowering Wind MFC Ltd could enter a CVA with its legitimate creditors of which I was creditor with Earth Energy in the sum totaling £810,000 and the remaining creditors, HMRC, Smith Brothers Contracting and GMR Consulting were owed less than £35,000 cumulatively. Staunton appeared, making a false representation, claiming that MFC was a creditor in the sum of £256,269.89 when he knew that they were not. There is some synergy in his dishonesty and intent to defraud.

In examination of the transcript of the hearing before Registrar Barber, there is evidence only that Staunton misrepresented the cross claim, referring only to the claim that allegedly vests in Empowering Wind MFC Ltd. Contrary to his lies contained at page 50 above, lines 30 and 31, none of the ground were before Registrar Barber at all.

At page 50 above, lines 6 and 7, Staunton stated that the cross claim and the assignment was before Registrar Barber. Blatant lies. There is absolutely no reference whatsoever to the assignment to Earth Energy Investments LLP whatsoever in the proceeding before Registrar Barber. On the contrary, at page 1 (H) through to page 2 (A) it is clearly evidenced that Staunton misrepresented the cross claim. I quote:

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

Staunton is stating, categorically that it is Earth Energy's subsidiary that has a claim for damages as the cross claim. He dishonestly omitted that the investments in Empowering Wind MFC Ltd had been assigned. It was that lie that caused Registrar Barber to believe that there was not a cross claim. I quote:

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.

It is proven beyond reasonable doubt that Staunton is guilty of fraud by false representation and he made that false representation on 28th March 2018 with intent to defraud me of the £530,000 cross claim that was assigned to Earth Energy Investments LLP on 29th June 2015.

The option agreement was completed on 15th June 2012 and was not exercised until 17th June 2013. If, during the option period, either party was aggrieved with the technical or commercial terms being proposed, the aggrieved party could negate the option without financial commitment. Doing so is the entire purpose of having an option agreement to start with. That did not happen.

MFC and Bloom indicated they were completely satisfied with the terms of the Connection Offer with its condition precedent that MFC was to take ownership of its substations so that the connection for the turbine could be established. Bloom then extended the option agreement on 7th November 2012 to enable me to secure that same and only connection, constituting a completed collateral contract affirming the express requirement of the Distribution Network Operator in MFC taking ownership of its substations so that the connection for the turbine can be established.

I refer to **the Option Agreement.** The Option Agreement defined the purpose of the project on page 3, paragraph (B) as; "*The Developer intends to construct, connect to the Grid and operate a 90m high Wind, turbine at the Property*"

It was that completed collateral contract that MFC reneged upon two years and four months later after making a ransom demand for payment that was not and could not possibly be owed in accordance with the contracts between the parties.

The subsequent frauds by false representation are all inextricably linked to the dishonest non-disclosure of the material information and the particulars concerning the fact that MFC reneged upon that completed collateral contract rendering the project useless. They all root back to the unwarranted demand with menaces of 25th June 2015 used by MFC to unlawfully forfeit the Lease after they rendered the project useless.

I could not operate a turbine without a connection, anyone would know that, yet MFC had refused the connection and then invoiced for supply of energy. It is that material fact that went to the heart of the non-disclosure and the failure in duty of candour of all of the defendants.

It is in fact utter madness, but the purported judges and police that advocated their actions are even worse than the principal offenders. There is a fraud upon the court in this case and all of the orders made, both in the High Court of Justice and in the magistrates court are void ab initio. The judicial mechanics are vastly compromised, the hearings were pre-determined and the orders were all mala fide. Equally, all of the decisions of the compromised police are likewise, nothing has ever been investigated whatsoever.

This lunacy shows how far gone our justice system has become. Nobody in their right mind could even begin to condone the conduct of MFC and their cohorts, but this rotten corrupt system protects them.

It is clear that "**Exhibit 8**" in the sum of £256,269.89 is the same as the sum of the "**Notice of intention to appear**" The first claim is a fraud by false representation that was made by MFC and Staunton to cause the winding up when they claimed, on 19th September 2016, to be a creditor of Empowering Wind MFC Ltd, the wind turbine sole purpose vehicle, when they were not.

Moving to **Exhibit AC1** , it is evidenced that Campbell of Hannon's office had that demand in their possession also on 4th January 2017 and all of the evidence referred to that proves beyond doubt that MFC's claim is false.

Moving to page 7, Bloom responded to that email on 5th January 2017 at 14.11PM and stated that:

"as you have chosen to copy in Mr Campbell I will respond fully.

1. The debt proved in the Winding Up Petition was for the invoices delivered to the Company for rent and the payment in lieu of free electricity. These sums were due under legally binding agreements. You have argued that Force Majeure applied and no payments were due. We have never accepted this and you chose not to challenge this through the courts. We have no reason to treat the sums as other than a debt due."

Bloom was lying to Campbell in full knowledge that he had submitted the proof of debt to his office on 1st December 2016. He attempted to mislead Campbell into belief that the "debt" was proved in the winding up petition when it was not. It could not possibly be, it is false.

I refer to the statement of the **statutory demand** that was in Bloom's possession on 3rd January 2017. Paragraph 3 refers to the conditional Energy Supply Agreement, clause 2.2. I refer to the **Energy Supply Agreement**, page (6 of 15), page 4 of the Agreement, clause 2. Clause 2 is

"*COMMENCEMENT & TERM"*. Clause 2.1 states that:

Clauses 3.1 - 3.3 and 4 shall commence on (and be conditional on) the satisfaction in full of the following conditions precedent:

2.1.1 the occurrence of Commissioning;

and 2.1.2 the Generator entering into a Connection Agreement in respect of the Equipment.

It is evidenced that I could get no "satisfaction of" entering into a Connection Agreement in respect of the Equipment because MFC reneged upon its obligation to provide the connection in accordance with the entire purpose of the project. Any lay person would know that in absence of a connection, the turbine cannot be commissioned.

Any lay person, conducting 2 minutes of due diligence on the terms of the completed contract between the parties in preparation for the ex-parte hearing where there is a legal duty on MFC to disclose all material facts relevant to the application even if the facts are detrimental to the case, would refer to clause 3.1 of the Energy Supply Agreement. Clause 3.1 is contained on page 7 of 15 (page 5 of the Agreement), it is titled; "*Entitlement to agreed output*".

In absence of my "*full satisfaction of*" the Connection Agreement and Commissioning of the wind turbine there is no "*Entitlement to agreed output*" and therefore there is no agreement by me to supply any power to MFC, period. Any lay person acting with a reasonable level of diligence in reviewing the Energy Supply Agreement said to have originated £171,269.89 of the unwarranted demand with menaces of 25th June 2015 could determine that MFC was not owed any money for energy supply. That fact cannot be disputed. The completed contractual terms are not subject to diminishment. Clause 3.3 of "Commencement & Term is not material.

Clause 4 of the conditional agreement, "Commencement & Term" is most certainly material and is contained at page 8 of 15 (page 6 of the Agreement). This is "*INVOICING & PAYMENT*". In absence of my, "full satisfaction of" the Connection Agreement and Commissioning of the wind turbine, any "Invoicing & payment" is also contractually prohibited.

It is evidenced that MFC and in particular Mr Bloom, the former senior partner of Womble Bond Dickinson knew that they reneged upon the completed collateral contract forming the connection for the wind turbine. There was absolutely no mention of that whatsoever either in his statement or during the ex-parte hearing. It was that material fact they sought to conceal and that went hand in hand with the non-disclosure of all of the evidence that would have proven it. MFC knew what they were doing was dishonest, Bloom, a 25 year plus experienced lawyer and former senior partner of Womble Bond Dickinson surely did know of the legal duty to disclose all material facts and information relevant to the application. He made the conscious and pre-meditated effort to withhold the evidence that would have proven that they did unlawfully forfeit the Lease after refusing the connection and that therefore the abortive costs were due and payable and the unlawful forfeiture of the Lease cannot be disputed.

Moving to **Exhibit JRB BD**, there is an email chain between MFC and I dated 15th June 2015, just 10 days prior to them making their unwarranted demand with menaces. Page 1 contains the email from me at 13.55PM to Ellis, Bloom and Brown, their instructed lawyer of Womble Bond Dickinson.

The first two paragraphs confirm the obvious, that it was MFC's responsibly to take ownership of the two substations and it was condition precedent of the connection offer for them to have done so. The second paragraph refers to the fact that Brown requested a copy of the Connection Offer prior to completing the Connection Deed on 7th November 2013 in full knowledge that the contracts are inextricably linked. I quote from the 3rd paragraph of that email:

"After wasting our time and money by refusing to acknowledge the Force Majeure provisions within the contractual documents, you now confirm that I cannot do what is intended by the Connection Deed and the associated Connection Agreement and therefore it is not possible for me to perform on my obligations under the Lease, the Energy Supply Agreement or the Connection Deed due to MFC's refusal to make the grid connection"

Now I quote from the 4th paragraph:

I also note that the defective planning permission was finally resolved in 23rd December 14 and in accord with the contract, no payments would become due until 12 calendar months from that date.

I state this because you previously made it clear you had intended to invoice my company for payments that are clearly not due.

The position conveyed is identical to that of the statutory demand, it says, essentially that MFC made an unwarranted demand after rendering the project useless by refusing the grid connection. That is precisely what they did. Their demand came just 10 days after they engaged in that email chain of 15th June 2015, when in full knowledge of those circumstances, MFC made an unwarranted demand with menaces and when I did not pay, because no money was owed, they used that as an excuse to unlawfully forfeit the Lease on 18th August 2015.

That in itself is a serious criminal offence and they did so to defraud me of £200,000 that I had paid them for the Lease that intended the wind turbine to be capable of commercial operation. It was that false claim they later presented on 19th September 2016 to cause the winding up of Empowering Wind MFC Ltd when the hearing was previously adjourned so that I could enter into a CVA with the legitimate creditors who were owed less than £40k collectively.

Again, there was absolutely no mention whatsoever that Force Majeure applied in favour of the Tenant from 7th February 2015 when MFC themselves caused unreasonable, unforeseen delay beyond reasonable control of me, the Tenant. Had that disclosure been made it would have been proven that no money was ever owed to MFC.

MFC knew they refused the connection, they therefore knew no such claims could be established. MFC prevented the Tenant, me, from performing on the rights granted by the Lease and Energy Supply Agreement and then demanded I paid money that was not and could not possibly be owed.

Unwarranted demands with menaces

I refer to **section 21 of the Theft Act 1968**. The demand of 25th June 2015 was unwarranted and there are menaces. The demand was made in an attempt to coerce me into paying MFC a further £256,269.89 with a threat (menaces) to terminate the Lease I paid them £200,000 for unless I paid them the sum of the demand. There were no reasonable grounds for making the demand, MFC were told categorically just 10-days prior that no money is due. MFC knew that they had refused the connection, preventing me from performing on the rights granted by the Lease, they also knew that no money was owed to them whatsoever and they knew of the substantial sums of money and commitment I had dedicated to the project over 3 years.

Clearly they knew that threatening to terminate the Lease on the grounds of alleged non-payment when no funds were owed would apply a significant degree of coercion and particularly so given the urgency in getting the project completed.

The demand of 25th June 2015 was to be the first of 3 unwarranted demands.

I move to my exhibit, the PDF portfolio: **Unwarranted Demands 01148. Tab 1** is the second unwarranted demand with menaces made by MFC in the sum of £619,774.48.

The demand came about when on 7th September 2017, in full knowledge of the proceedings on foot respective of the false representations and fraudulent non-disclosure, MFC made a false instrument application to Bristol County Court for a High Court Writ in the sum of £555,000 said to have originated from the order of 16th January 2017 when no such order of the court exists. I refer to that N293A application at **tab 2**. The application is certified as true by the lawyer acting on behalf of MFC when it is false. It was false because MFC and their cohorts were acutely well aware of a procedure in process respective of the order of 9th an 16th January 2017.

I refer to **Exhibit 15** and turn to page 4. On 27th June 2017 Mr Gray of Womble Bond Dickinson responded to my email calling upon the Assistant Official Receiver, Ms Hallamore to apply to the court for directions in relation to the liquidation. Page 5 names the defendants. Page 8 sets out material non-disclosure at the hearing of 9th January 2017. It was abundantly clear to MFC that litigation was underway respective of the order of 9th and 16th January 2017 and it is evidenced that their legal advisors were well aware of this from 26th June 2017 onwards. They had no position from which to have applied for a High Court Writ when they knew that there was a procedure in process. The Official Receiver is an officer of the Court with locus from which to bring those proceedings. The fact that he was colluding to defraud in conspiracy with Womble Bond Dickinson does not alleviate the fact that there was a procedure in process.

I move to **tab 3**, the sealed High Court Writ originating from the false instrument application certified as true when it was false. The Writ is dated 2nd October 2017. On or around 2nd October 2017 Womble Bond Dickinson would have been in possession of the Writ in the sum of £583,582.41. Clearly they would have seen that the sum of the Writ was obviously wrong, it was in fact all wrong, they knew that neither I nor my companies owed MFC a single penny, the position is entirely the opposite. They could not defend the demand against MFC so they fraudulently withheld all of the evidence that would have proven it instead.

MFC knew that Earth Energy has a cross claim of £530,000 plus standard interest that extinguished their alleged claim for £25,000 that was founded by fraud. They knew they had no position from which to have applied for any Writ against Earth Energy Investments LLP, primarily because no money was owed and because their order of 9th January 2017 and 16th January 2017 were subject to challenge. They knew the sum of the Writ was entirely invalid, they did not seek to cancel the Writ. On the contrary, they waited 50 days and then instructed Mr White of Court Enforcement Services to attend my offices to levy distress on my goods to the value of £619,774.48 threatening to cease my goods unless I paid them immediately. That is, quite categorically an unwarranted demand with menaces.

I move to **tab 4**, the email chain between Womble Bond Dickinson and I of 22nd November 2017 at 15.10PM. At page 6 it is evidenced that Gill had read the email from me containing the sealed unwarranted demand (**tab 1**) on 21st November 2017. On 16th November 2017 they were served with a copy of the application, CR-2017-008690 that sought to deal with the fraudulent non-disclosure and the false representations collectively. Moving back to page 1 of tab 4 at the bottom of page 1, Stewart of Womble Bond Dickinson responded to the email.

At paragraph 3 of Stewart's response, he stated this:

"The papers served on you yesterday related to EEI's failure to pay in accordance with the terms of the Consent Order. There was an error in the papers prepared by the High Court Enforcement Officer because the amount referred to as being outstanding should have been £25,000 plus interest and costs. I anticipate that your response to this error will be to assert that we have acted fraudulently. We have not – this was an honest mistake made by the High Court Enforcement Officer, which will be rectified"

Stewart lied again. The High Court Enforcement Officer confirmed that it was they who applied for the Writ and in any event, Womble Bond Dickinson has the sealed writ in their possession on 2nd October 2017. They knew it was false.

On 24th November 2017, in full knowledge of the application that was served on them and in receipt of the sealed unwarranted demand and related correspondence, MFC, via Womble Bond Dickinson made yet another writ application. I refer to that **Writ application**. Again, the application is a false instrument, certified as true by the lawyer acting for MFC when they all knew that there was an application on foot that sought to deal with their frauds, false instrument applications and the fraud by failing to disclose information ex-parte originating their mala fide orders.

Logic would in itself imply that it is illegal to invoice for energy supply after refusing the connection for the turbine so it can first supply power. That aside, it was condition precedent of the Connection Offer that MFC took ownership of its substations so that the connection could be established. The Connection Deed is construed "in accord with the Connection Offer" and the Energy Supply Agreement completed on the same day has its condition precedent that I am to gain "full satisfaction of" the Connection Agreement and Commissioning of the wind turbine prior to any agreement to supply power / commencement & term and prior to any invoicing and payment.

All logic, decency, morals and logic are far departed, a thing of the past with the dishonest common purpose useless cowards who maliciously abuse their positions to assist these pathetic criminals in evading justice.

That goes for the purported judges involved and the corrupt puppet police that come out with utter bollocks to evade their duty to prosecute the offenders. I quote "*I can see no evidence of criminality*".

In the UK, justice is subject to status, it is not what you know it is who you know and the establishment has a tendency to support paedophiles and fraudsters provided they are members of the cabal, in evading justice at whatever cost. Jimmy Saville and the Westminster pedophile cover ups being the classic examples, this case being another.

A bunch of common purpose sick, corrupt dishonest deluded clowns and taxpayer sponsored state terrorists that all collude together to defraud and then to ensure that the victim of the collective abuse never gets justice. Well, I have news for all of you, this time, you have all come unstuck so you had best get with the program you bunch cowardly quislings.

That completes my submission. You had best pay diligent attention. I will be referring back to this with a skeleton and same shall be tendered as evidence in the prosecutions, both in the compromised UK corrupt courts and in the overseas courts. I am done with this nonsense systemic corruption.

I demand that you now provide me, by return, with a properly balanced and reasoned decision for stating that "*I can see no evidence of criminality*"

Thank you very much indeed.

--- Paul Millinder