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By E-mail & as filed:

Mr Justice Snowden
High Court of Justice
7 Rolls Buildings
Fetter Lane
London
EC4A 1NL

Re: CR-2017-000140 / CO/3966/2020 ***Criminal conspiracy to defraud* PoCA Reporting enquiry**

Mr Justice Snowden, 1st February 2021

I refer to my application filed, paid for and served on the offenders on 14th January 2021. The defendants had 7-days from which to provide their response from the date of service under the false instrument GCRO made with intent to pervert the course of justice. It would appear, from this case of "justice delayed, justice denied" that there may be further reliance on the false instrument to prevent me from my constitutional right of access to justice and in essence to conceal indictable offences and criminal property. In this respect, I refer to section 327(1) of the Proceeds of Crime Act 2002, creating the statutory offence by concealing, disguising, converting, transferring and removing criminal property. That offence has also been committed by the principal offenders and their co-conspirators.

The application form itself sets out that it is ultra vires for the inferior Court to make a decision that undermines a judgment of the superior Court. The Court of Appeal in ***Wasif and another v Secretary of State for the Home Department [2016]*** determines that none of my applications can possibly be "TWM"and therefore it is proven that the GCRO and the previous ECRO are false instruments used to prevent justice being served on the offenders.

Fundamentally, the preliminary consideration in my case is inextricably linked. I refer to the letter I sentto Gibson, the white-collar criminal who has been wholly reliant on the corrupt judiciary perverting the course of justice to ensure he is not prosecuted. That most simple and proven contractual position has been entirely evaded, yet same "goes to the heart" of the fraudulent claims and my claim against Middlesbrough FC.

To condense matters substantially, I have line numbered that letter and appended it to this letter. At page 1, line 3 through to line 13, I set out the purpose of the option agreement, which was, fundamentally, to investigate and secure the same and only grid connection for the wind turbine.

The Distribution Network Operator specified that Middlesbrough FC was to take ownership of its substations, so the connection for the wind turbine could be established.

My exhibit, **Tab AG2---The grid connection**, lines 2, 3 and 4 list the 3 salient contracts making up the "entire agreement" for making the grid connection for the wind turbine. You can simply click on the links to be taken to those contracts, inputting the credentials I provided within my witness statement. At page 2 of the Connection Offer, it is set out (highlighted) that it is condition precedent of the connection offer that Middlesbrough FC take ownership of their on-site substations. Line 5 through to line 19 does in fact make the position absolutely clear, but I am going to make it even clearer.

I refer now to **Tab AG1---Completed collateral contract connection.** This document sets out in indisputable terms that the connection configuration specified by the Distribution Network Operator is a collateral contract completed on 7th November 2012 when Bloom of Middlesbrough FC extended the option for the specific purpose of me securing the same and only connection for the wind turbine. The terms of the connection configuration were therefore made final. Page 4 contains the simple diagram that Middlesbrough FC had in their possession since January 2013. The green cable route is the connection from the MFC infrastructure to the wind turbine infrastructure. The red and blue cabling routes show the 11Kv private network, including their substations they were to adopt, so that the connection for the turbine could be established according to the terms of the Connection Offer. It is no coincidence that it was the Connection Offer, the Connection Deed and the Northern Powergrid / Middlesbrough FC Adoption agreement that were withheld from the ex-parte hearing of 9th January 2017.

The offenders have consistently presented an entirely false case, both ex-parte and otherwise. It is also no coincidence that also on 9th January 2017 Staunton lied about the operative provision of Force Majeure within the Lease whilst admitting it has effect respective of the Energy Supply Agreement. The reasons for doing so are made only too clear in my letter to Gibson at page 2, line 21 through to line 32. Specifically, the delay of Force Majeure suspended the 12-month period free of rent from which to commission the wind turbine. Even if Middlesbrough FC did not refuse the connection, the first instalment of rent was not payable until 15th September 2015. I repeat, they unlawfully forfeited the Lease on 18th August 2015.

This brings me on to the next part, the dishonest concealment of the fact that the Energy Supply Agreement, the terms of which I personally constructed, negotiated and completed with these clowns in 2012, is conditional. I refer to page 1, line 10 of my letter, reading to line 20. The point being is that Middlesbrough FC and their conspirators made absolutely no mention whatsoever in any of their ex-parte submissions that they refused the connection, rendering the project useless, when it was that argument at the heart of the statutory demand.

The position proves that £181,269.89 of the unwarranted demand used to unlawfully forfeit the Lease was not owed and that Middlesbrough FC and Womble Bond Dickinson knew this, as did Staunton but they made the conscious and premeditated decision to withhold the 3 contracts forming the Connection Agreement in tandem with failing to disclose the fact they refused the connection and that any "entitlement to agreed output" (agreement by me to supply power) is conditional upon my, full satisfaction of, that Connection Agreement. Likewise, £85k of the demand was for rent when the first installment was not due until 15th September 2015, but things are not that simple because from 7th February 2015, Force Majeure applied solely in my favour, respective of the unforeseen and unreasonable delay caused by Middlesbrough FC themselves when they began to procrastinate, breaking the completed collateral contract and refusing the connection for the wind turbine. They did know, that without a connection, the turbine cannot supply power. They prevented me from performing on the rights granted and then demanded payment for rent that was not owed and energy supply that was not owed that they prevented from being supplied. The fact that we are still here shows what a total disgrace and a mess our justice system has become. The case proves that in the UK, one cannot rely on the Courts nor the terms of a completed contract (Lease) or any other contract to gain restitution, it is a case of "justice subject to status. The independence of the Courts and judiciary is grossly compromised, political interference is the driver. The corrupt Conservative establishment have sought to provide impunity to their fellow members no matter what, that is why we are still here. I for one am no vexatious litigant, I know my business and I know the law. I will resist corruption and outright abuse of the rule of law, as any honest and reasonable person should do. I will not tolerate being defrauded by a shockingly corrupt system in this way.

I don't really think I need to do into too much more detail, Fancourt himself admitted on 6th November 2020 that "*the substantive issues have never been tried*" and;

Fancourt J: *Well, it seems to me the position is that the, the validity of the assignment by EW MFC to EE was never actually decided by a judge at a, at a trial.*

The duty of the courts is to administer the rule of law, not to twist and turn the laws out of all context to assist the offenders. The correct position is that the rule of law makes both of my assignments valid. I refer to my report at tab_07, turning to page 30 of 54. I recited from the transcript of 5th February 2018 at line 32 and 33 that:

Nugee J: *"There's doubt, doubt over the assignment and dispute over the claim"*

Those are the two grounds on which Arnold granted the ex-parte injunction. The claim founded by unlawful forfeiture of the Lease cannot be disputed and the Law of Property Act 1925 makes both assignments valid. Staunton knew that, which is why he stated:

From page 34 of the report, line 28 & 29 recited from same transcript:

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

What I am getting at should be slightly obvious and that is that on 5th February 2018, the offenders, including Staunton and Hannon, but clearly Womble Bond Dickinson and Middlesbrough FC knew that the investments I made in the project had been assigned to "EEI" (Earth Energy Investments LLP), clearly Staunton admitted that himself, issue estoppel applies. Therefore, it is proven beyond doubt that on 5th February 2018 the principal offenders and their conspirators knew that EEI does not owe them £25k, for their alleged costs, in any event founded by fraud, are extinguished by the investments I had assigned, totaling £770,000, therefore they knew their alleged £25k debt never even existed and it was for this reason Gill covertly presented the petition for that amount, knowing matters were still to be decided. It was all part of their conspiracy to defraud and to pervert the course of justice under the façade of insolvency and operating in collusion with Hannon.

Now we turn to page 37 of the 54-page report, reading from line 1 through to line 6 where I quote the statutory law. The assignment was served on Middlesbrough FC first on 30th June 2015 in hard copy, then on 3rd January 2017 by email and then on 6th January 2017 by hard copy. Nugee knew the assignment was valid, which is why he committed fraud by false representation and falsely represented its terms, making the terms not absolute when the assignment is absolute so he could rely on that to assist the offenders in defrauding me. Again, whilst I am surrounded by inter-agency colluders and oath breaking dishonest cowards, at least the evidence does not deceive. I refer to page 36 of 54, reading line 1 through to line 38, proving that Nugee fraudulently misrepresented the terms of the assignment and then, recited from paragraph 12 of his mala fide order at lines 20 through to 30, he sought to rely on his corrupted version to assist the offenders. The fact of the matter is both of the assignments are valid and on 18th March 2018 I assigned the investments back to me and served that assignment on the offenders. It was that assignment that founded the statutory demand I served on Middlesbrough FC on 12th October 2020 and it is that assignment that founded more fraudulent non-disclosure on the part of Middlesbrough FC and their conspirers with the motive to defraud me of over £1.17 million.

In respect of both the fraudulent claims made against Empowering Wind MFC Ltd and the nullity £25k "debt" used as a tool to defraud me of over £770,00 plus interest, the authorities I refer to at pages;

54; *Re Fraser, ex parte Central Bank of London [1892] 2 QB 633, CA*

54; *Ex parte Kibble, re Onslow, (1875) LR 10 Ch App 373*

55; *Re Hawkins (1895) 1 QB 404* and;

56; *Dawodu v American Express [2001] BPIR 983* apply equally insofar as the perfect example I gave in the Frazer ex-parte authority (See: page 54 of my witness statement, paragraph 203). I know I should really have kept the authorities to my skeleton rather than my witness statement but I wanted it all to flow. The point I make is that:

"the court of bankruptcy can enquire into the consideration for a judgment debt. There are obviously strong reasons for this, because the object of the bankruptcy laws is to procure the distribution of a debtor's goods amongst his just creditors"

"the Court of Bankruptcy is not bound by a judgment at law, but is entitled to investigate all the facts of the case whenever, but not before, a prima facie case impeaching the judgment is made out. Otherwise a man might defeat all his just creditors by allowing judgment to be taken by default or consent"

"*The principle appears to be that it would be… unjust to the general body of creditors to permit one creditor, by means of a judgment which had no solid foundation, to obtain an undue advantage over them, and obtain payment of his alleged debt in full to their prejudice*"

This court, primarily because of the corrupt actions of Jones and Briggs, but also of Pelling, Arnold, Nugee, Vos, Murray and Fancourt, sought to fetter the court's jurisdiction to set aside any claim in the course of insolvency proceedings "*if there is not a debt due in truth and reality*".

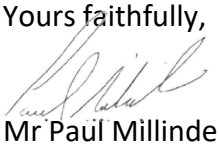
The Court has been as much a part of the fraud as the principal offenders who have used the façade of insolvency law to defraud me of my democratic rights as majority creditor of the wind turbine sole purpose vehicle, whilst defrauding me of the investments I had assigned at the same time. It was no accident; it is deliberate acts of corruption.

I have had quite enough of being defrauded by oath breaking collusive dishonest cowards of common purpose. I do assure you, all those responsible are finished with a capital F, I have diverse plans in the making and they will be doing extremely long prison sentences.

I am now calling upon you to reinstate my claim, to assign it to me and to make an award of aggravated damages to compensate me substantially for the absolute misery inflicted upon me by these hoodlums for all this time. Please now get that application listed, I wish to make some cross examination in relation to the Proceeds of Crime Act 2002 and reporting obligations, amongst removing the false instrument GCRO.

Thank you.

Yours faithfully,



Mr Paul Millinder

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By E-mail only & as filed:

Mr. Steve Gibson OBE
Middlesbrough Football & Athletic Company (1986) Ltd
Riverside Stadium
Middlesbrough
TS3 6RS

Re: CR-2017-000140 / CO/3966/2020 – The wind turbine without a connection

Dear Mr Gibson, 22nd January 2020

I wanted to write to set out the position very clearly. I am not sure if you have had chance to read my witness statement in the two-sets of proceedings against you, however I will consolidate.

It was the entire purpose of the option period that Middlesbrough FC and I jointly investigate and become acquainted with what Northern Powergrid were proposing in relation to how the wind turbine was to connect to the grid. The specific proposal was for Middlesbrough FC to take ownership of the two jointed out substations, forming a private 11Kv network that the turbine would connect into. The basis of that connection, which I understood very well, after leaving no expense spared in relation to the technical advisors I had on board, formed the entire understanding and basis of me continuing the option, which Bloom extended, for the specific purpose of me securing that same and only connection. The position is absolutely steadfast. It was, for that reason, fundamentally, that I made any agreement to supply power 'Entitlement to agreed output" conditional, upon my "full satisfaction of" that "Connection Agreement' and "Commissioning" of the wind turbine. Middlesbrough FC did jointly negotiate and agree the terms of that conditional agreement.

In short, in absence of my satisfaction of the "*Connection Agreement*", encompassing the 3 salient parts, namely the "*Connection Offer*" (with its condition precedent that Middlesbrough FC take ownership of its substations), the "*Connection Deed*" and the Northern Powergrid / Middlesbrough FC Agreement for making the connection, any "*Invoicing & payment*" was also contractually prohibited. As you know, what that means, is that £181,269.89 of the demand, that Bloom made on 25th June 2015 encompassing invoices for energy supply after refusing the connection (breaching the completed collateral contract) and preventing me from first supplying energy, was unlawful and contractually prohibited.

The order from Nugee of 5th February 2018 also found that Force Majeure has effect respective of the Lease, owing to the delay that was beyond my reasonable control, namely the fact that I had done what was required of me to have removed the avionics condition, but the council sustained the condition unlawfully without first taking due advice from the CAA. The effect of the Force Majeure position within the Lease, suspended the 12-month period free of rent.

The delay of Force Majeure occurred just 3 months and 6 days (98 days) into the 12-month period free of rent respective of the Lease that was completed on 17th June 2013. The delay was encountered from 23rd September 2013 through until 23rd December 2014, when I eventually successfully resolved the issue. From January 2015, the turbine was ready to construct. I did not however, enjoy the benefit of the 12-month period free of rent intended by Lease, because of that delay of Force Majeure. The Force Majeure provision suspended the period free of rent, that did not recommence, with the carry over of 267 days accordingly. The first instalment of rent was not therefore due until 15th September 2015.

Middlesbrough FC unlawfully forfeited the Lease on 18th August 2015 on the basis of non-payment of sums that were never due and payable. Therefore, even if Middlesbrough FC did not refuse the connection, preventing me from performing on the rights granted when the wind turbine was ready to construct, it still unlawfully forfeited the Lease.

The protracted cover up and nonsense litigation wherein the purported judges have sought to evade the most simple and proven preliminary considerations has had a dire effect on my life. Needless to say, my business was ruined unnecessarily as a result of the extreme public embarrassment failure of the project caused me, along with the irreparable damage caused between my backers and I.

The position is not at all complex, the fact I am still here having to fight it shows what a total mess our justice system really is. That said, I have had enough, I just want to get on with my life and draw a line under it, but also, I will not tolerate having years of my life and my business ruined whilst the perpetrators get away unpunished.

My quantum of claim, founded by unlawful forfeiture, is calculated with a high degree of certainty, founded by unlawful forfeiture, against the OFGEM feed in tariff payments I would have received and a loss of chance 50% quantum in being able to have successfully completed at least one other similar project were it not for the actions of Middlesbrough FC.

I am sorry things did not work out, but the damages I have suffered as a result have had a dire impact on my life, my business has been destroyed, my life has been turned upside down and same could have been avoided had the Club taken proper advice on the position during the option period, as I did.

My engineers were at your disposal from the early stages, as were Northern Powergrid. Absolutely no contentions were raised by Bloom until over two-years after the connection was finalised. The purpose of the option period was for the parties to become acquainted with the technical and commercial arrangements being proposed. If either party became dissatisfied with what was being proposed, the aggrieved party could negate without financial commitment. Having that flexibility, as you know, is the very purpose of having the option agreement to start with.

Had any contention in relation to the connection configuration been raised, I would have negated the option. Bloom did not, on the contrary, he extended the option for the purpose of me securing that same and only connection. The extension does indeed constitute a completed collateral contract affirming the connection configuration.

What I am saying, in essence, is that I invite you to enter without prejudice negotiations with me, on which I will consider substantive settlement proposals, to bring this to an end, putting past differences aside and dealing with this sensibly to avoid much more litigation.

I consider my letter to be clear and non-contentious in the circumstances. I do not propose, unless necessary, to revisit those matters that are extremely contentious, upon receipt of a sensible proposal from you in relation to drawing matters to an amicable close.

That said, I think I have demonstrated substantially that I will not tolerate having my resources thrown down the drain for nothing and I am willing and able to continue litigation overseas and, in the UK, until I gain restitution, the choice is yours. I am not one to tolerate cretins, like Hannon or your purported lawyers who have colluded to cover it up get away with it. I will, as necessary, pursue them off the face of this earth until justice is served.

I have filed this letter in all 3 sets of proceedings ongoing and I shall rely on it accordingly to confirm I have reached out to resolve what is, I think you will agree, an extremely clear, open and shut case of unlawful forfeiture at the heart of my claim.

I hope to hear from you soon.

Yours faithfully,

Mr Paul Millinder