Sir Geoffrey Vos driving the plague of judicial corruption

Exclusive investigation by Intelligence UK International

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Sir Geoffrey Vos is **Master of the Rolls**, head of civil justice for England & Wales, is the second highest judge of the land aside from the Lord Chief Justice.

If the ones at the very top are lawless and corrupt, what are the ones underneath doing? Just how many victims must there be out there who have suffered similar injustices when this one is so obvious?

The English plague of judicial corruption has set in, it' appears to be a case of finding those who are not infected, and weeding out the ones that are, starting from the top down.

We ask you to decide how right we were all along when we said it is not the laws at fault, but the individuals in office under the administration. It is they who must be held to account.

The Insolvency Companies Court at the Rolls Building Royal Courts of Justice, 7 Rolls Building, Fetter Lane, in the City of London

1. What it's all about in a nutshell

1. **Rule 14.25 of the Insolvency Rules 2016** is the law of statutory insolvency set off designed to ensure that creditors claims are distributed fairly after the liquidator administers set off of any claims arising through pre-liquidation mutual dealings.

2. It is alleged that the judges and the liquidator of the Insolvency Service committed fraud by dishonestly depriving company creditors of that statutory right with intent to make a gain, and to cause loss, by keeping assets that law intended be realised, beyond reach of creditors.

3. The intent was to prevent justice being served on Middlesbrough FC, owned by Steve Gibson O.B.E, the Tory politician involved in the **shady Tees Valley Combined Authority** dealings.

4. The Millinder case was widely publicised by the squalid English legal profession, the courts and the government who drove it. We referred back to those judgments in the public domain, reciting the truth, the law and the facts which were concealed in all those judgments by the judicial establishment.

5. Millinder's case was all about claims arising through direct mutual dealings. We found no mention of the mandatory law of due process in any of the judgments.

6. The fraud at the heart of it was concealed, deprivation of the law itself by those who purport to administer it.

7. It arose on 30 April 2015 when Middlesbrough Football Club refused the connection for **the wind turbine** after making a ransom demand for over a quarter of a million when contractually no money was owed to the Company

8. The Company's claim against the Club for refusing the connection, preventing it from performing on the rights granted then unlawfully forfeiting the lease was, as of 19 August 2015 over £10 million.

Serious judicial criminal misconduct

9. Whilst **Chancellor of the High Court**, sitting in the Insolvency & Companies Court, Sir Geoffrey Vos is alleged to have concealed fraud against creditors and criminal offences under the Insolvency Act 1986 committed by the office holder, the Official Receiver of London.

10. The evidence proving that the Official Receiver committed those offences by failing to deliver records or to have acted properly in the delivery of creditor progress reports or any form of reporting at Companies House, was then, and is now, a matter of open public record. His offending crossed over with fraudulent breach of duty.

11. We focus on the offence under **section 109 of the Insolvency Act 1986**:

109(1) The liquidator shall, within 14 days after his appointment, publish in the Gazette and deliver to the registrar of companies for registration a notice of his appointment in the form prescribed by statutory instrument made by the Secretary of State.

(2) If the liquidator fails to comply with this section, he is liable to a fine and, for continued contravention, to a daily default fine.

12. At paragraph 54 of the Sir Geoffrey Vos 9 February 2019 judgment in the Millinder case, he stated this:

"Mr Hannon, ***by now the liquidator of both Earth Energy and Empowering Wind MFC, did not wish to pursue Earth Energy's alleged claim against Middlesbrough*** *and contended* ***that no such claim was assigned by Empowering Wind MFC*** *to Earth Energy under the alleged assignment or at all. This is evidenced by a letter from Mr Hannon to the Court dated 15th May 2018 in respect of a hearing before Snowden J on 16th May 2018"*

13. Of course, if no claim (which was the investment made in Empowering MFC) was assigned, then the claim for the investment against MFC also vested in the Company. Just that claim itself extinguished MFC's claim by over 4 times!

14. The fact we find is that the investment, £770,000 was assigned and therefore both companies have claims extinguishing MFC's fraudulent ones. MFC never had a claim to prove against either.

15. To prove that Hannon, the liquidator had committed the criminal offence, of which punishment for the offence is set out at **Schedule 10 of the Insolvency Act 1986**, we simply went to the public record, the **Gazette notice history for Earth Energy Investments LLP**.

16. The screenshot below attests that Hannon did not advertise notice of his appointment of Earth Energy in the Gazette:

17. It is evident in the public record that Hannon failed to notify his appointment as liquidator of Earth Energy Investments LLP proving beyond any reasonable doubt that the Official Receiver, acting as liquidator committed the offence of section 109 of the Insolvency Act 1986.

18. The Earth Energy Investments LLP **winding up order which was advertised in the Gazette** set out that Mr Hannon was not the liquidator of Earth Energy Investments LLP, Mr Dionne was.

19. The summary offence is subject to a fine of one fifth of the statutory maximum (an unlimited fine), and a daily default fine of one fiftieth of the statutory maximum, that's one hefty fine that Hannon evaded due to Vos and his cabal's conspiracy.

20. Now we come on to **the Gazette notice history for Empowering Wind MFC Ltd**, again, all a matter of open public record:

THE GAZETTE
OFFICIAL PUBLIC RECORD

Published by Authority | Est 1665

All insolvency notices | Resources | Place a notice

Notice details

Type:
Corporate Insolvency
> Winding-Up Orders

Publication date:
29 September 2016, 12:00

Edition:
The London Gazette

Notice ID:
2618502

Company number:
08369504

Notice code:
2452

Issue number:
61719

Page number:
20832

About Winding-Up Orders notices

Notice timeline for EMPOWERING WIND MFC LTD (08369504)

Petitions to Wind Up (Companies) 27/07/2016

Winding-Up Orders 29/09/2016

Winding-Up Orders

EMPOWERING WIND MFC LTD

(Company Number 08369504)

Registered office: 277-281 Oxford Street, LONDON, W1C 2DL

In the High Court Of Justice

No 003041 of 2016

Date of Filing Petition: 2 June 2016

Date of Winding-up Order: 19 September 2016

A Hannon 2nd Floor, 4 Abbey Orchard Street, London, SW1P 2HT, telephone 020 7637 1110

Capacity of office holder(s): Liquidator

19 September 2016

Actions

Save notice to My Gazette
Download PDF of this issue
Print notice
Share this notice
Linked data view
Provenance trail

Digital Signature

Signed Document HTML
Signature for HTML Document
Signed RDF Document
Signed Provenance RDF
What is a digital signature?

21. It is attested that Hannon notified his appointment as liquidator of Empowering Wind MFC Ltd, but not for Earth Energy, because Mr Dionne was said to have been appointed, contrary to the story told by Vos.

22. Neither company was ever insolvent, they used insolvency when there was no debt, and failed to administer the mandatory law of due process against the claims that MFC sought to prove, because law intended that after discovering the net balance owed to the Company, set off was to be administered and that balance was to be paid to Millinder, majority creditor as a dividend exceeding £10 million!

2. Sir Geoffrey Vos & his cabal conspired to pervert

1. What does it mean concealing offences and serous fraud throughout a course of public justice?

2. **Dave McLuckie, the former Chairman of Middlesbrough's Cleveland Police authority** fell from grace when he was jailed for eight months for perverting the course of justice.

3. Dave's offence was committed when a course of public justice started. Police served a fixed penalty notice for a summary only criminal offence subject to a fine and 3 driving points. Naturally, the offence we have proven Hannon to have committed is far more serious.

4. A lie was told by McLuckie, who was not so lucky, and got caught, just like Vos and his cabal have been in this report.

5. All that is required is that a course of public justice had started, or was about to start, and that course of justice can be civil or criminal, and one does an act, or series of acts, intended to prevent justice being served on themselves, or others.

6. We prove beyond reasonable doubt that Vos told a lie during a course of public justice at paragraph 103 of his judgment:

"I can say at once that I have been through all the papers in this case in meticulous detail, and I have seen no evidence of any kind for any of the allegations of fraud, conspiracy or misdealing that Mr Millinder has made. He has made these allegations when he became frustrated by his seeming inability to find a forum in which he would vindicate what he saw as his companies' irrebuttable claims. He should not have done so, nor should he have threatened any of these professionals or public servants as he has sought to do. I hope that, once he has read and digested this judgment, he will understand why this behaviour has been inappropriate. I hope also that it will hereafter cease".

7. Vos told a lie, knowing that he was part of the fraud, conspiracy and misdealing, intended to prevent justice being served on Middlesbrough FC, their lawyers and co-conspirator, the liquidator, Official Receiver of London. Why is he still at large?

8. The British establishment targeted Millinder, the victim of their fraud, branding him a vexatious litigant after challenging the fraud they concealed, providing immunity to the criminals and fraudsters.

9. Public officials and law enforcement colluded, ensuring Vos, and too many others like him, continued to spread the plague of judicial corruption and lawlessness, with total immunity.

10. The infected all fell into line, following the fraud of the last a little like a lost sheep, or lambs to the slaughter!

11. Consequentially, Vos appears to have been promoted for following orders. Effectual bribery at the expense of the taxpayer.

12. A typical trait of systemic corruption; compliance is rewarded. Tyranny, fraud and heinous human rights abuses?

3. Getting to the issues – insolvency based white-collar crime at the heart of the justice system

1. Intelligence UK International investigates and exposes the truth to the world.

2. We did the fact find, setting out the case in a way that any honest, ordinary informed lay observer can understand.

3. After all, the right of self-determination under the rule of law is the very fabric of the liberty of our society, as well as being the core function of any criminal jury trial.

4. One must know right from wrong, by being able to interpret what is within, and what is outside of the limits of the law, and that goes for both civil and criminal law. Judges should be able to do that by nature.

5. We present our public interest report to Alex Chalk KC MP, **Lord Chancellor**, man responsible for England's lawless injustice system and non-existent judicial regulation.

6. We lobby for government to dismiss Sir Geoffrey Vos and his cabal of delinquent judges from the judiciary forthwith, for gross misconduct and abuse of the public trust.

7. It is time for a public inquiry into this medieval judicial corruption by modern day fraudsters masquerading as judges who have infested England's once great justice system, diminishing the rule of law and defrauding civilians of their rights for financial gain whilst ensuring members of their sect evade justice.

8. We have collated all the evidence to prove it, and now, it's time to drain the swamp.

9. Nobody is above the law, yet unfortunately, in England, that's not at all true though, is it?

04 July 2023 - Alex Chalk KC MP Lord Chancellor & Secretary of State for Justice leaves a Cabinet meeting at 10 Downing Street

4. Judges only have the power to act within the limits of the law

1. Famously, in the important constitutional law case of *Anisminic v Foreign Compensation Commission [1969]* the House of Lords created what's known as the collateral fact doctrine establishing that any error of law made by a public body will make its decision a nullity.

2. We cite from Lord Justice Reid in the House of Lords:

"It has sometimes been said that it is only where a tribunal acts without jurisdiction that its decision is a nullity. But in such cases the word "jurisdiction" has been used in a very wide sense, and I have come to the conclusion that it is better not to use the term except in the narrow and original sense of the tribunal being entitled to enter on the inquiry in question. But there are many cases where, although the tribunal had jurisdiction to enter on the inquiry, it has done or failed to do something in the course of the inquiry which is of such a nature that its decision is a nullity. It may have given its decision in bad faith. It may have made a decision which it had no power to make. It may have failed in the course of the inquiry to comply with the requirements of natural justice. It may in perfect good faith have misconstrued the provisions giving it power to act so that it failed to deal with the question remitted to it and decided some question which was not remitted to it. It may have refused to take into account something which it was required to take into account. Or it may have based its decision on some matter which, under the provisions setting it up, it had no right to take into account. I do not intend this list to be exhaustive. But if it decides a question remitted to it for decision without committing any of these errors it is as much entitled to decide that question wrongly as it is to decide it rightly".

3. Conclusively, it was finally determined that failure to administer the law of due process in any proceeding, where that due process is critical to the case, such as it is in the Millinder case where there are claims arising through mutual dealings, renders the decision a nullity.

4. One need not appeal a nullity, for it has no effect in law. Likewise, Millinder could not possibly have been in contempt for breaching an order that was made outside of jurisdiction, for it is a nullity, and one nullity cannot originate another.

5. Why was **Millinder sentenced to 15-months** in prison for breaching a civil court order that has no effect in law then?

5. Judicial acts outside of jurisdiction

1. In the final decision of the Court of Appeal on judicial immunity, the case of ***Sirros v Moore [1975] QB 118***, the former Master of the Rolls, Baron Tom Denning, spoke of acts outside jurisdiction:

"A judge may not be immune if he does an act outside his jurisdiction, through a conscientious belief that it was in his jurisdiction if that belief is due to a careless ignorance or disregard of relevant facts or to a mistake of law as to the extent of his jurisdiction"

2. A judge who acts with intent to defraud whilst acting outside his jurisdiction is neither immune from civil or criminal prosecution.

3. **A judge who acts with favour and ill-will is not a judge, for he has broken the law:** The **Promissory Oaths Act 1868** is designed to regulate the conduct of the judiciary to ensure that civilians are not subjected to the kind of abuse by those in judicial office like the victims of Vos and other gross human rights abusers of the English justice system have been.

4. Under the current tyrannical UK establishment, the constitutional oaths of office are not even regulated. English constitutional principles, even the written constitution, is ridden roughshod over by the administration.

"I will do right to all manner of people after the laws and usages of this realm, without fear or favour, affection or ill will"

5. *"After the laws and usages"* means under the law, as law intended, not outside it.

6. It is of critical importance in the public interest that those who abuse their powers dishonestly are held to account as a deterrent to others. Unfortunately, under this tyrannical leadership, their wrongdoings are covered up so they can continue abusing our people.

7. It's a fraud to conceal fraud, and those that do will be held accountable. The long hand of the law is always in reach.

6. Sir Geoffrey Vos shirks the Insolvency Act 1986 / Insolvency Rules 2016 making a mockery of the law

1. The Insolvency Act 1986 / Insolvency Rules 2016 are Acts of Parliament establishing statutory insolvency process, the powers, duties and rights of creditors, debtors and insolvency practitioners.

2. The primary function of the insolvency statutory regime is to ensure that the assets of an insolvent individual or company are distributed fairly among their creditors.

3. The Insolvency Service, a government agency who administer the legislation, purports in its website to "*deliver economic confidence by supporting those in financial distress, tackling financial wrongdoing and maximising returns to creditors*".

4. It is however only too apparent from this report that Insolvency Service does precisely the opposite.

5. They appear to rely heavily on those in judicial office to cover up crimes committed by the office holders they wilfully fail to regulate.

Left: Dean Beale the corrupt Chief Executive of the Insolvency Service and the Inspector General who failed in his duty to report the Official Receivers offending to prevent justice being served on him in full knowledge that he had acted to defraud creditors.
Right: Katy Shrimplin director and the head of Insolvency Service who concealed the fraud

6. A case of justice subject to status, not what you know, but who you know?

7. Factual background – Corresponding claims arising through mutual dealings

1. Empowering Wind MFC Ltd (**Company**) has a claim against Middlesbrough Football Club ("**MFC**"), owned by the Tory Teesside politician with attitude.

2. In our recent article we reported on **Steve Gibson OBE's history of aggressive blackmail demands and threats**, it's worth a short background read, just so you get the measure of who they work for.

3. Gibson and his cabal of dishonest lawyers of common purpose misrepresented Millinder and his Company into completing a 26-year lease from which to "***construct, connect to the grid and operate***" a £3.5 million 136-metre high wind turbine in the overflow carpark of the Stadium.

4. After jointly negotiating, agreeing and completing the connection offer, in which the Distribution Network Operator expressly required MFC to take ownership of their substations to establish a new connection for the turbine.

5. 2-years after completion of the lease, when it came time to implement the connection, MFC made a ransom demand for rent and energy supply when they knew, or ought to have known no claims could possibly be established.

6. When the Company did not pay, but offered to deposit the sum in Escrow, pending arbitration by an independent arbitrator, MFC refused the connection, throwing away the Company's development capital. Funds were invested on the basis of the upside through sale of electricity it produced back to the grid.

7. Without a connection, the turbine cannot operate. The Club, their lawyers and the all judges involved surely knew that.

8. We think Gibson and his cabal must have known all along they could rely on fellow scheming members of their political and legal fraternity acting as judges, police and public officials to cover it all up for them.

9. Now we come on to how they did it. It was said by the High Court of Justice in the **1843 Forster v Wilson** judgment that:

"..the purpose of insolvency set off was to do substantial justice between the parties …. " Although it is often said that the justice of the rule is obvious.."

10. Justice of the rule is obvious, and it has been known to all competent lawyers, judges and insolvency practitioners for at least the last 180 years.

11. The High Court's finding from the 18th century implies that without insolvency set off, there is substantial injustice. It is apparent that was the intent of this cabal, so they did away with it!

12. It cannot be said that Sir Geoffrey Vos, then Chancellor of the High Court, did not know about it, they all knew precisely what they were doing, and they knew it was wrong, and therefore their actions are nothing other than dishonest.

8. A conspicuous case of claims arising through direct mutual dealings

1. The Company has a claim against MFC originated by **Gibson's blackmail and forfeiting the lease** after refusing the connection and making a ransom demand for £256,269.89. It was that claim which MFC sought to prove in the Company's purported insolvency.

2. In February 2018 it was found by a High Court Judge that contractually no money was owed by the Company either under the lease or the related supply agreement. In other words, there was never any money ever owed to the Club!

3. The perpetrators use insolvency, when there is no debt, and their motive is fraudulent, so naturally, it followed that Vos, acting out in conspiracy, is not going to address statutory set off, the most important part of Millinder's case.

4. **Check the judgment yourselves**; The top left of the PDF container has a search facility, you won't find any mention of "14.25" or anything to do with insolvency set off, yet Millinder's and the Company's case was based on it!

9. Here's the long and short of it, easy as A, B, C

A. The Club refuses the connection in April 2015, then forfeits the lease based on their ransom demand.

B. By 30 April 2015 the Company has a claim against MFC for refusing the connection, but then on 19 August 2015, when MFC forfeited the lease based on their ransom demand, an indefensible claim against the Club for forfeiting the lease when contractually no money was ever owed.

C. The Company's claim against MFC exceeded £15 million, being the loss in revenue the Company would have otherwise gained through sale of all the energy produced via OFGEM's 20-year guaranteed **Feed in Tariff scheme**.

0. The mandatory law of due process – Statutory set off – The simple calculation

1. The simple set off is therefore MFC's claim, £256,269.89, extinguished by £15,000,000 leaving a net balance owed to the Company of £14,743,730.11, plus statutory interest accruing from 19 August 2015 when the claim against MFC became indefensible, due and payable.

2. In ***Bresco Electrical Services [2020]*** the Supreme Court rules on the constitutional importance of statutory insolvency set off. Summing up from that Supreme Court's judgment, paragraphs 27 – 34, we quote from it as follows:

"27. The special rules as to set-off in the context of insolvency (usually labelled "insolvency set-off") form a small but important part of the wider statutory insolvency code, which is directed to ensuring that the assets of an insolvent person (individual or company) are first collected in and then distributed mainly pari passu among those with relevant claims of the same priority"

"29. ..the statutory regime for set-off in insolvency, now to be found in IR 14.25 operates upon an altogether more comprehensive and rigorous basis. First, it applies to every type of pre-liquidation mutual dealing, and also to secured, contingent and future debts: see IR 14.25(1), (2), (6) and (7). Secondly, whereas legal or equitable set-off is essentially optional, taking effect only if the cross-claim is pleaded as a defence to the claim, insolvency set-off is mandatory, and takes effect upon the commencement of the insolvency (the "cut-off date"). It is said to be self-executing, and for some purposes the original cross-claims are replaced by a single claim for the balance: see IR 14.25(3) and (4). Thus the separate cross-claims may no longer be assigned after the cut-off date: see Stein v Blake [1996] AC 243. But the separate claims may survive for other purposes: see Wight v Eckhardt Marine GmbH [2003] UKPC 37; [2004] 1 AC 147, paras 26-27 per Lord Hoffmann. One example is the balance of contingent or prospective claims under IR 14.25(5). Within the liquidation, a net balance owing to the creditor must be pursued by proof of debt in the ordinary way. The liquidator is entitled to be paid the full amount of any net balance owing by the creditor, and may exercise any available remedies for its quantification and recovery, including litigation, arbitration or ADR: see IR 14.25(4) and (5)"

"30. The identification of the net balance is to be ascertained by the taking of an account: see IR 14.25(2). If there is no dispute as to the existence and amount of the claims and cross-claims this is in practice a matter of simple arithmetic, the net balance being the difference between the aggregate of the claims and the aggregate of the cross-claims. But if any of the claims and cross-claims are in dispute, then those disputes will need first to be resolved, by reference to the individual merits of each, before the arithmetic resumes: see again Stein v Blake (supra) per Lord Hoffmann at 255E-G".

3. The Supreme Court finally determined that if the claims between the Company and MFC were in dispute, then those disputes were first to have been resolved by the Courts, before applying insolvency set off to get to the net balance owed.

4. In November 2020, another member of the Vos sect, the Judge below who covered up MFC's criminality is recorded on **the official hearing transcript** saying this:

6 November 2020 in the Rolls Building

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

Sir Timothy Miles Fancourt

5. Mr Justice Fancourt AKA Sir Timothy Miles Fancourt recently presided over Prince Harrys phone hacking trial. Did he have jurisdiction after violating his oath?

6. Fancourt knew or ought to have known, as well as Vos, who was then Chancellor did, that the "*points at the right time*" were as the House of Lords in Stein v Blake and more recently in June 2020 the Supreme Court had finally determined:

7. ***The occasion for taking the account***

In what circumstances must the account be taken? The language of section 323(2) suggests an image of the trustee and creditor sitting down together perhaps before a judge, and debating how the balance between them should be calculated. But the taking of the account really means no more than the calculation of the balance due in accordance with the principles of insolvency law. An obvious occasion for making this calculation will be the lodging of a proof by a creditor against whom the bankrupt had a cross-claim. Indeed, it might have been thought from the words "any creditor of the bankrupt proving or claiming to prove from a bankruptcy debt" in ection 323(1) that the operation of the section actually depended upon the lodging of a proof. But it has long been held that this is unnecessary and that the words should be construed to mean "any creditor of the bankrupt who (apart from section 323) would have been entitled to prove for a bankruptcy debt". Thus the account to which section 323(2) refers may also be taken in an action by the trustee against a creditor who, because his cross-claim does not exceed that of the trustee, has not lodged a proof: see Mersey Steel and Iron Co. v. Naylor Benzon & Co. (1882) 9 Q.B.D. 648 and In re Daintrey (1900] 1 Q.B. 546 568. (**Stein v Blake [1995] UKHL 11**)

7. Millinder, the litigator and Company creditor is recorded on the same official transcript telling Fancourt precisely that:

6 November 2020 in the Rolls Building

Mr Millinder: *Likewise, issue estoppel applies to the fact that the claims that these people have been making in insolvency proceedings, the claims that they have known were false, were found to be false on 5 February 2018, but Hannon retained the false claims,breaching his duty, his fiduciary duty to me, otherwise majority creditor with over 90% of the requisite majority voting interest in the SPV, which clearly does have an asset, namely the claim founded by unlawful forfeiture of the lease.*

Paul Millinder

8. It is evident in the **transcript** that Millinder pleaded the missing essential law of **insolvency set off**, and Fancourt concealed the fraud, failing to have addressed the critical point of law in his nullity, outside of jurisdiction judgment founded by his illegality.

9. Fancourt and the judges after him followed suit, certifying Millinder's proven case as "***totally without merit***", affronting the law, the decisions of the superior courts, and abusing Millinder's right to any form of fair trial.

10. We cite below the final decision of the Court of Appeal in ***Samia Wasif and another v Secretary of State for the Home Department [2016] EWCA Civ 82***:

"***Judges should "certainly not" certify applications as "totally without merit" as an automatic consequence of refusing permission.*** *The criteria are different.*

*No judge should certify an application as "totally without merit" unless he or she is: "**confident after careful consideration that the case truly is bound to fail**. He or she will no doubt have in mind the seriousness of the issue and the consequence of his decision in the particular case." (per Maurice Kay LJ in Grace)*

11. It is our finding that all the judges involved concealed the fraud perpetrated by judicial officers of the same court, providing immunity to the perpetrators and the primary offenders.

12. Certifying the proven case as "no more or less than bound to fail" after they fraudulently failed in their duty to remain impartial and to have administered the mandatory law of due process was their method.

13. In reading that **transcript**, do you think Prince Harry got a fair trial with Fancourt presiding over it?

11. Fraudulent abuse, lies and concealment by Sir Geoffrey Vos, now Master of the Rolls & head of English civil injustice

1. The evidence we rely on to prove the case that Sir Geoffrey Vos is a fraudster is real evidence, 'out of the horse's mouth' by Sir Geoffrey himself. It's cited from his own **judgment, dated 9th February 2019**.

2. On 21 June 2019 Sir Geoffrey Vos was reported on at a speech for the Faculty of Advocates stating that;

"*There are actually not many countries in the world that can genuinely profess to have a judiciary free from all corruption, and of absolute and undoubted integrity. Fortunately, we can say that in our three UK jurisdictions almost without fear of contradiction*"

3. Vos made that representation just weeks after handing down is judgment. A representation he undoubtedly knew was entirely false by virtue of his own conduct in Millinder's case.

12. The fraud allegation – dishonest deprivation of a statutory right and concealment of fraud against creditors

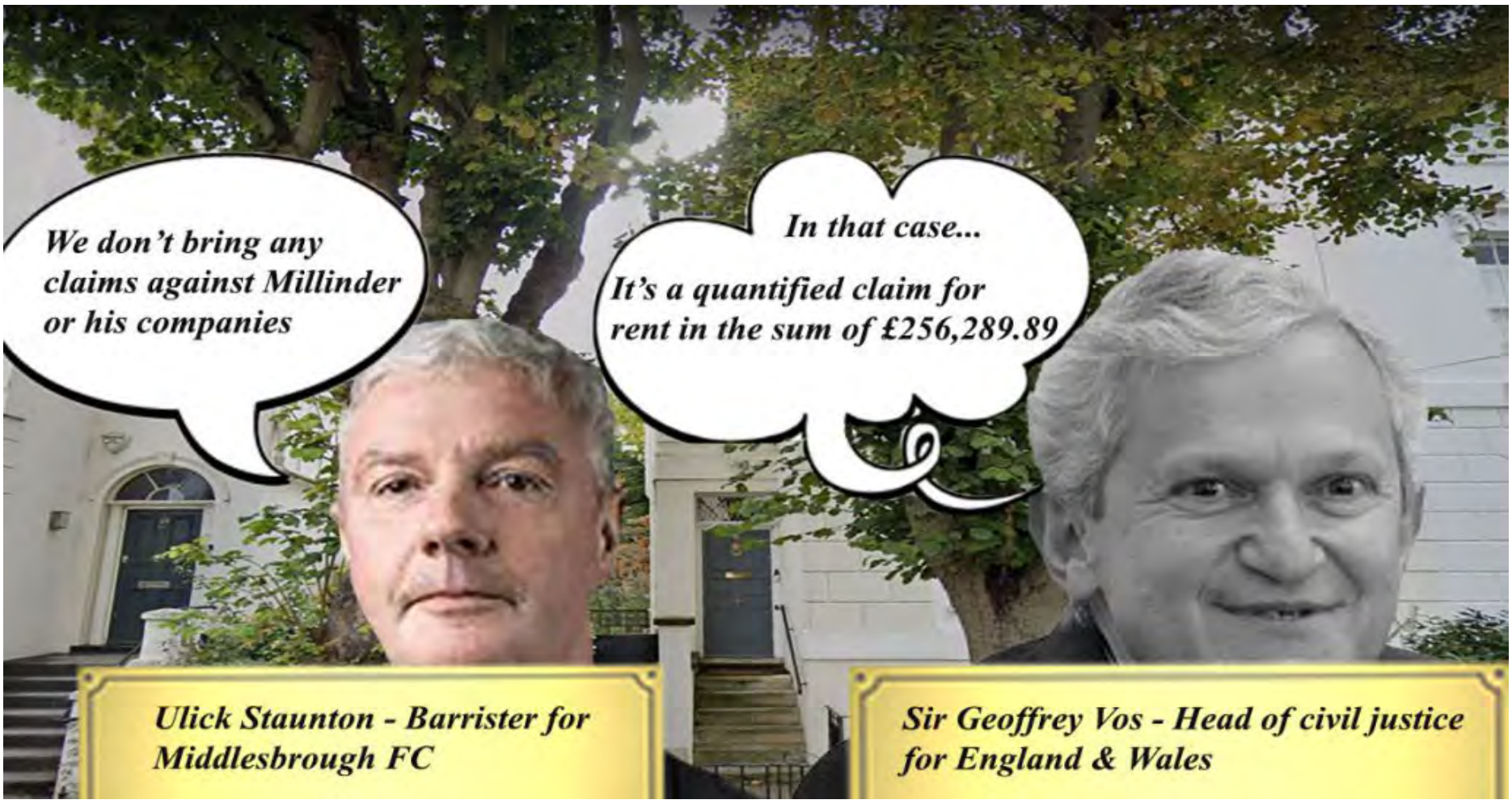
1. Acting in conspiracy to defraud, the English judiciary deprived Millinder and fellow company creditors of the right of insolvency set off, the mandatory law of due process in **rule 14.25 of the Insolvency Rules 2016**.

2. The taking of account in rule 14.25(1) and (2) is to be done when a creditor, or one claiming to prove, lodges a claim against the bankrupt / company with a corresponding claim arising through a pre-liquidation / pre-insolvency mutual dealing.

13. The liquidator accepted 3 claims from MFC – Failing 3-fold to administer insolvency set off in breach of duty

1. In this case, the liquidator of the Company accepted 3 proofs of debt from MFC, who was never a creditor, but one claiming to prove, with the first proof of £256,269.89 being accepted on 1 December 2016.

2. The Official Receiver fraudulently failed to set off, but he was absolutely aware of the £15 million claim he was to have set off and collected in.



3. On 20 December 2016, a second purported proof of debt was accepted in the sum of £541,308.89, mandatory set off being again deliberately absence.

4. On 2 February 2017, just 3-weeks after MFC's barrister admitted that no claims could be established against the Company in Court, MFC claimed £4,111,874.75 by a proof of debt against the Company.

5. The liquidator fraudulently failed in his fiduciary duty to have administered the law, not just once, but 3 times in succession, when his duty was to have set off the first claim, which the second and third grew from!

6. It can be nothing other than conscious and premeditated dishonesty. Vos did know that, or he ought to have known it.

7. **Rule 14.25(3)** determines that: "*If there is a balance owed to the creditor then only that balance is provable in the winding up*" and **14.25(4)** that: "*If there is a balance owed to the company then that must be paid to the liquidator as part of the assets*".

8. There was never any money owed to MFC, but the Company never got the balance. It appears only too clear to be for that reason, there's no singular reference to "14.25" in any of the **purported determinations**.

9. We adduce below a letter from Anthony Stansfeld, the outgoing Police and Crime Commissioner for Thames Valley Police who was then national lead on fraud for crime commissioners. Mr Stansfeld sent his letter to the Insolvency Service delinquents by email on 31 October 2019. Mr Stansfeld is not a lawyer, but he immediately identified the issues:

Dean.Beale@insolvency.gov.uk
Katy.Shrimplin@insolvency.gsi.gov.uk
Tony.Hannon@insolvency.gov.uk

Anthony Stansfeld
Police & Crime Commissioner
for Thames Valley

31st October 2019
Our Ref: AS

Dear Mr Beale, Ms Shrimplin and Mr Hannon,

I have read Mr Millinder's skeleton dated 18th October 2019 and related correspondence. I have studied the attached proof of debt and the transcription of the call between Mr Millinder and Mr Hannon. It appears that there is a fundamental issue that nobody appears to want to resolve. In referring to the proof of debt exceeding £4.1 million, I note over £4 million of the claim is founded by the Energy Supply Agreement.

As Mr Millinder's barrister correctly pointed out on 20th March 2017:

> 23. The essential operative terms of the Energy Supply Agreement concerning the supply of energy (clause 3.1) are contingent upon Commissioning and the entering into a Connection Agreement (clause 2). The date on which these conditions are satisfied is the Start Date.

I understand that there was no "Start Date", because Middlesbrough Football Club refused to provide the connection. It is clear that over £4 million of the claim therefore cannot apparently be established. Paragraph 98 of Mr Millinder's skeleton highlights an important point, whereas it appears Mr Staunton has retracted the position in relation to the claims and in paragraph 85, Mr Staunton also confirmed, on 9th January 2017 that "*For the purpose of the Energy Supply Agreement, Force Majeure has effect*".

In addition to the above, any *Invoicing & Payment* is again subject to those same conditions set out in clause 2 of that Agreement. It would appear therefore that no claim could be established and moreover, Mr Staunton twice made that admission himself. It appears that GMR Consulting, another creditor of Empowering Wind MFC Ltd has raised the same contention in September 2017.

On that basis, can you please explain to me why Mr Hannon has not rejected the proof of debt when it looks clearly and obviously false and why it appears to have been sustained, against Mr Millinder's interests since 2nd February 2017?

Many thanks and I look forward to hearing from you.

Yours Sincerely,

Anthony Stansfeld
Police & Crime Commissioner for Thames Valley

10. The Insolvency Service, Beale, Hannon and Shrimplin continued the fraud. Set off never came into it, they knew there was nothing to have set off, so they just ignored Mr Stansfeld's letter and carried on the cover up knowing they could rely Vos and his colluding sect of amoral white-collar criminals in judicial office to do the same for them.

14. What fraud actually means

"Knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment" (Black's Law Dictionary).

"In law, fraud is intentional deception to secure unfair or unlawful gain, or to deprive a victim of a legal right. (Wikipedia***)***

15. An exhaustive search reveals no matches

1. We come on to the evidence, **the judgment by Vos on 9 February 2019** reveals that Vos concealed the fraud at the heart of it. Naturally, concealment of fraud when a course of public justice has started, is a perversion.

2. Do you see any mention of rule 14.25 or insolvency set off and claims arising through mutual dealings?

3. What about the claim vested in the Company that law intended him to set off which originated the proceeding?

4. What about the Club's 3rd fraudulent proof of debt in the sum of £4,111,874.75 which law intended be set off, with the net balance paid to the Company?

5. It was the fraudulent failure by the liquidator to have administered insolvency set off, which gave cause for Millinder, majority creditor of the Company to have made his first application in the case, **under rule 14.11 of the Insolvency Rules 2016**, for the Court to exclude the proof of debt, or to amend down, when the office holder refused to interfere in the matter. That never happened either.

6. Millinder's case against the Official Receiver originated as the Official Receiver was acting in conspiracy with MFC to defraud creditors, all the judges involved were doing the same, as Vos was unquestionably the most culpable.

7. We exhibit below the 18 August 2017 letter before claim from Millinder's barrister to Hannon which asked the liquidator to perform on his statutory duty to have set off:

The Legal Position

64. The Official Receiver has the power to reject the proof of debt (Insolvency Rules, 1986, Rule 14.7). An office-holder's decision on a proof may be challenged.

65. There is clearly a defence to the claims, and, there is clearly a corresponding claim, and one of far greater value. Rule 14.25 is potentially of great importance in this regard. It provides *inter alia* as follows:

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

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

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

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

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

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

8. It was the Court's duty, as well as it was the liquidator's, to have administered that scheme of law so clearly defined in that letter of claim.

9. There is **no res judicata** where it be shown to the insolvency court that there is no money owed to the creditor in truth and reality, but here, law intended that the first non-existent claim, in the sum of £256,269.89 was to have been set off, prior to 19th September 2016 during the CVA proceeding, but then on or around 1 December 2016 when Hannon accepted MFC's first c£256k proof.

10. When it came time for MFC's £4,111,874.75 proof of debt to be adjudicated, Registrar Clive Hugh Jones stepped in, misrepresenting the law, concealing fraud and criminality by the Official Receiver, lying and stating that the liquidator made no decision in respect of the proof of debt. Another perversion of the course of justice?

11. In his resulting **26 March 2018 judgment**, Jones stated this:

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

12. Acting in conspiracy to defraud, and with intent to pervert, Clive Hugh Jones made no mention whatsoever of the law of insolvency set off on which Mr Millinder's originating application was based, not a sniff.

13. Vos ratified Jones's malicious decision, stating all that was perfectly fine, but whilst concealing the £4,111,874.75 proof of debt, which law determined was to have been set off against the Companies' claim.

Left Steve Gibson OBE the Teesside Tory politician and chairman of Middlesbrough FC Centre Allegedly corrupt Judge Lord Justice Arnold and right Sir Geoffrey Vos the fake actor Master of the Rolls head of UK civil justice who we allege with very substantive evidence to be guilty of fraud and perverting the course of justice

14. The application which Vos failed to determine asked him assign the claim from the Company to Millinder. You will note, there is no mention of that either, yet the claim, which Millinder paid £10,000 for, was disposed of by Arnold J, the man in the middle, just a few days after stating that he had no jurisdiction to deal with it.

15. Richard David Arnold was also promoted to the Court of Appeal for following his orders.

16. Hannon, the Official Receiver of London was present at the hearing before Vos, they all knew of the sealed and issued claim against MFC, yet it was that claim that Hannon was supposed to have first set off, then collected in for the Company creditors.

The Chancellor: *You are no fool Mr Millinder, you know this game as well as I do*

17. Millinder is no fool, but same can't be said for those who treated him like one.

18. Millinder was simply asking the Court to act lawfully, when the law intended that the Club's fraudulent (entirely false) claims be set off, with the Company's claim being the net balance which law demanded was to have been paid to Millinder as a dividend.

19. The cabal were vindictive, branding Millinder a vexatious litigant for having the audacity to ask the fraudster judges to have acted lawfully, and leading that show was the allegedly, and evidentially corrupt law ministers of the Attorney General's Office.

16. The Lord Chancellor – Alex Chalk KC MP is alleged to be guilty of perverting and gross human rights abuse

1. Uncoincidentally, the one that attempted to have **Millinder jailed for 15 months off the back of it**, was the man himself, Mr Chalk, who was then Solicitor General.

2. Chalk also appears to have been promoted by his Tory crime family for following his orders, and now he sits as Lord Chancellor, covering up for those who clearly appear to be judicial criminals and lawless human rights abusers. He took oath to "***respect the rule of law***" and "***defend the independence of the judiciary***"

17. The lies and concealment by Sir Geoffrey Vos – Snippets from his judgment

1. The proceeding before Vos was a nullity, he was acting outside his jurisdiction, with ill-will, with intent to have defrauded Millinder. All the rest acting as judges after him, lent credence and relied heavily on the nullity to continue perverting and depriving Millinder of his assets and right of any form of fair trial.

2. It was the objective of Vos to conceal fraud and to have denied justice, sustaining a nullity excess of jurisdiction ECRO (**Extended Civil Restraint Order**) deployed to prevent Millinder getting the justice they deprived him of throughout.

3. Vos, ratified the fraud. The rest, including the cabal of Court of Appeal judges, all followed the last, it's what they do. We will cover how the rest did it in the next article.

4. We cite, in order from the Vos C judgment of 9 February 2019, his lies and concealment:

Paragraph 1

"Mr Millinder has tried, again and again, to assert his companies' legal rights against Middlesbrough, and Middlesbrough has resisted those attempts and has sought to wind up Mr Millinder's companies. There has never been any substantive resolution of the underlying contractual issues between the parties, which is regrettable, because, at its foundation, that is what the case is about. Instead, the parties have become enmeshed in a web of procedural and insolvency issues, culminating in the grant of an extended civil restraint order against Mr Millinder personally".

5. It is correct that the issues that the case was all about were never resolved, because the judicial fraudsters bypassed the mandatory law to defraud creditors.

6. The "*web of procedural and insolvency issues*" was the fraud they created, far departed from the law which intended that Millinder was to have been paid the net balance after set off.

Incontrovertible evidence of Vos lying with intent to conceal fraud

Paragraph 15

"It is common ground that on 17th June 2013 Middlesbrough and Empowering Wind MFC entered into an energy supply agreement (the "ESA"), by which Empowering Wind MFC agreed to supply the energy produced by the wind turbine to be installed at the Property to Middlesbrough for 20 years from the "Commissioning Date". Under clause 3.4 of the ESA, Empowering Wind MFC agreed to ensure that the "Start Date" was within 12 months of 17th June 2013, and agreed, if it failed to achieve that Start Date, that it would pay Middlesbrough for the electricity it consumed at the Property until the Start Date at the rate of £0.08/kilowatt hour. Clause 2.1 of the ESA provided that certain of its terms (excluding clause 3.4) would only commence on the satisfaction of condition precedents namely the commissioning of the wind turbine and Empowering Wind MFC entering into a connection agreement with the local electricity distributor. The force majeure clause in the ESA absolved both parties from liability to each other for delay in performance or non-performance due to and caused by any event or circumstance beyond its reasonable control"

7. Paragraph 15 is a perversion of the truth that "goes to the heart" of the case. Over £4 million of MFC's proof of debt was for energy supply. The *Start Date is defined in the energy supply agreement as:* "***the date the conditions in clause 2 are satisfied****"* , not as Vos falsely represents as "*within 12 months of 17th June 2013*".

8. Vos was told expressly, in the 28 September 2018 application notice, that the energy supply agreement is conditional and that in absence of Mr Millinder / the Company's "***satisfaction in full***" of "***entering into a connection agreement with the Distribution Network Operator***" and "**Commissioning**" of the wind turbine, there was no ***"Entitlement to Agreed Output***" (Agreement by the Company to supply MFC any power).

9. Any "***Invoicing & Payment***, was also contractually prohibited. Naturally the Club and their lawyers did know the terms of the contracts they completed just as they knew they refused the connection, and therefore that Millinder could get no satisfaction of entering into it!

10. Vos was shown the £256,269.89 blackmail by the Club of which £181,269.89 was an invoice for energy supply. He had the terms of the energy supply agreement before him, as well as the 5 February 2018 judgment by Nugee J finding that no energy supply or rent was ever owed to MFC on 25 June 2015.

11. Vos knew that it was the claim of £256,269.89 which MFC sought to prove, just as he knew that nothing was ever owed to MFC. He was asked to exercise the **duty of inquiry** in the insolvency jurisdiction!

Paragraph 22

"On 25th June 2015, Middlesbrough invoiced Empowering Wind MFC for rent allegedly payable under the Lease and energy payments allegedly payable under clause 3.4 of the ESA"

12. Therefore, it is proven beyond any shadow of a doubt that Vos knew that £181,269.89, the invoice for energy supply, was a nullity. That left £75,000 purportedly of rent.

Paragraph 102

"That leads directly to what I see as Mr Millinder's third fundamental misunderstanding. That is that one can or properly should make allegations of fraud or conspiracy against anyone, let alone professionals, civil servants and judicial office holders, without a sound evidential basis for those allegations. I would want to emphasise that, however tempting it may seem to do so, the practice of making wild allegations of dishonesty against everyone involved in a case, as Mr Millinder has done here, is much to be deprecated. Mr Millinder seemed to accept in oral argument that he may have overplayed his hand".

13. Millinder was right, defrauding a creditor of a statutory right, in breach of fiduciary duty, knowing of that right, with intent to make a gain and to cause a loss is a criminal fraud, one that Vos is proven to have lied about.

14. That was the entire purpose of his judgment, far departed from the law, the facts and justice itself.

Paragraph 103

"I can say at once that I have been through all the papers in this case in meticulous detail, and I have seen no evidence of any kind for any of the allegations of fraud, conspiracy or misdealing that Mr Millinder has made. He has made these allegations when he became frustrated by his seeming inability to find a forum in which he would vindicate what he saw as his companies' irrebuttable claims".

15. No evidence of fraud, after "meticulous detail" he says, but why no singular mention of the scheme of law at the heart of the fraud?

16. That forum that Vos referred to, was in fact a court, one that is supposed to administer the law, rather than one who's judges are fraudsters, who work to prevent justice being served on other fraudsters masquerading as lawyers and insolvency practitioners who all collude and conspire to defraud whilst preventing justice being served on themselves and others.

Paragraph 105

"On 25th June 2015, Middlesbrough invoiced Empowering Wind MFC for a quantified claim for rent in the sum of £256,269.89 and threatened forfeiture of the Lease and termination of the ESA. Mr Millinder could at that stage, on behalf of Empowering Wind MFC, if he had grounds to do so, immediately have challenged those claims.

He could have sought an injunction to restrain the presentation of a winding up petition, or initiated a civil claim to determine whether or not the monies claimed were due on the basis of the force majeure clauses or otherwise. At the same time, Mr Millinder could have advanced Empowering Wind MFC's alleged cross claims for misrepresentation and breaches of the Lease and the ESA. He did not, however, do so""

17. "*A quantified claim for rent*" he says, lying knowing that it was tried and found by Nugee J on 5th February 2018 that neither rent or energy supply was owed.

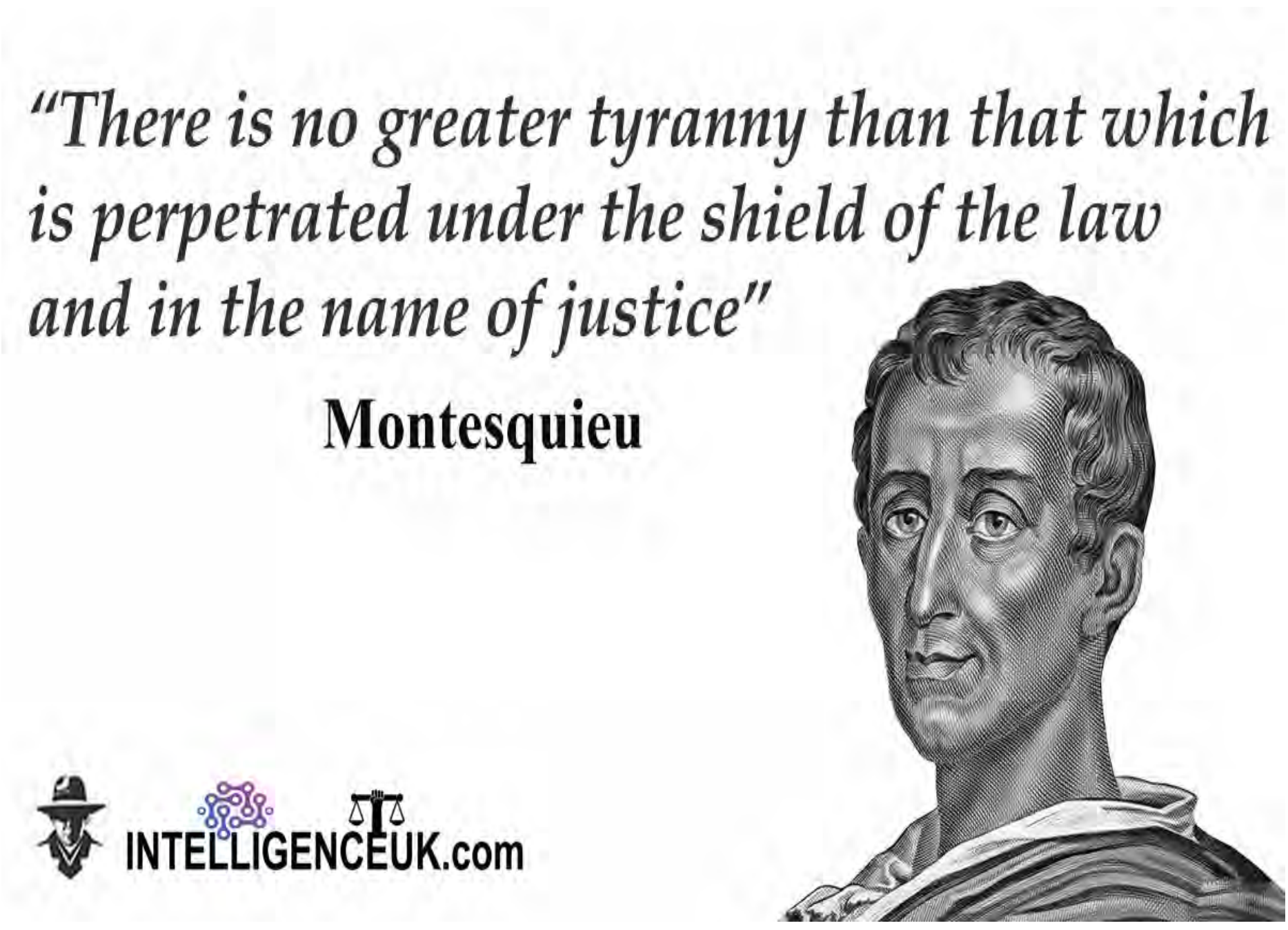
18. It is clear from his comment that Vos knew that the Company had cross claims. The law he was supposed to have administered, never figured in his equation. Instead, under a kleptocracy of liars and cheats, Vos continues to lead, and he appears to have led them all to jail where they belong. Leading by example, My Lord?

19. This lobbying report, the first in a sequel encouraging '**open justice**', is designed to show you the people, that the administration is unworthy and there must be change. The likes of Sir Geoffrey Vos and other delinquent judges must be removed forthwith and it is easily proven that they are incapable of acting lawfully, fairly or impartially.

20. We invite the Master of the Rolls, Judicial Office, the House of Lords, the Insolvency Service, the BEIS Ministers, the Lord Chancellor and the Lord Chief Justice to comment and to make a ruling in the public interest based on our findings published herein.

We will publish all comments in the follow up.

Help us to help you. Like, comment and share this article far and wide. There is a cure for corruption and that is transparency.



Restoring the rule of law & holding the unaccountable to account

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