Paul Millinder
Earth Energy Investments LLP
3rd Floor
277-281 Oxford Street
London
W1C 2DL
Tel: 0207 866 2401
Fax: 0207 734 9021
E-mail: paul@empoweringwind.co.uk

By E-mail only:

The Honourable Mr Justice Nugee
The High Court of Justice
Rolls Building
7 Rolls Buildings
Fetter Lane
London
EC4A 1NL

Ref: Hearing of 05/02/2018 at 2PM – CR-2017-000140

Dear Mr Justice Nugee, 7th February 2018

I write following the hearing of Monday to set out my observations and fundamental concerns. Anything that you may be able to do to help me would be greatly appreciated, even if that is purely to speak with Mr Registrar Jones about the position.

A. I know that you fully appreciate what has happened in the wider case and I also appreciate that those matters were not put before you at that hearing.

B. I did however make the Application on 16/11/2017 on the basis that I would actually be afforded the right for my case to be heard impartially by an honourable High Court Judge that would undoubtedly easily identify with the issues in hand, as you did in relation to those proofs at that short hearing with less than a week to have taken onto account what is a huge amount of information. Mr Registrar Jones however had over a month to have read the case and he did not even read page 2 of the Application.

C. I do appreciate that his lordship is undoubtedly exceptionally busy, however I do believe that had his lordship had sufficient time to have read and become acquainted with all particulars of the case in my Application under Rule 14.11 of the Insolvency Rules 2016 (CR-2017-008690), the outcome would have been completely different, as the incidents are clearly linked.

D. My sole intention was to build and operate the turbine. I did everything that was required of me, in fact to a very high standard and as you know, even after losing 26% of the tariff as a result of that delay, by January 2015 the project was ready to build and would have been completed.

E. The wind turbine would have been commissioned had it not been for the Defendants refusing that connection after firstly making a demand that I paid £255,000 that was not even owed and suggesting that I "drop my argument on Force Majeure" before, as I describe, "killing the project" by taking away its "heart". Clearly without a connection there is no power and I know from the hearing that we are on the same page in this respect.

F. I must address the "mistake", as Mr Staunton contended, in relation to the Force Majeure provision within the Lease and this misleading statement of para. 9 of the Notes of Hearing of 09/01/2017. I contend that same could not possibly be a mistake when clearly any barrister, acting reasonably would have carried out investigations as to the position presented by EEI in that Statutory Demand. In relation to this, I quote the first paragraph of the Statutory Demand;

G. *The Debtor unlawfully terminated a Lease on the grounds of non-payment. In accordance with the Lease and Energy Supply Agreement between the parties, no payment was due as the delay encountered from September 2013 until 23rd December 2014 was an event of Force Majeure in accord with Clause 6 of the Energy Supply Agreement and Force Majeure provisions of the Lease.*

H. In fact, Clause 6 of the Schedule 5 - Agreements and Declarations section of the Lease is hard to miss. Any commercial executive, acting reasonably with diligence would have identified the same. On this basis, I contend that on the balance of probabilities, Mr Staunton deliberately made that comment so as to mislead the Judge into believing that the Defendant had not unlawfully terminated the Lease whilst Force Majeure applied in the operative provision as to the impasse created by the Landlord refusing that fundamental connection. I am wondering whether this fact would be sufficient for his lordship to consider a retrial, given that same is inextricably linked to the Claimant's primary arguments in this case.

I. I further note that directly underneath his comment on Force Majeure in para. 10, Mr Staunton himself makes the admission that, for the purposes of the Energy Supply Agreement, indeed Force Majeure does have effect. Clearly it also has effect as to the Lease that was completed for the specific purpose of securing the land occupied by the turbine.

J. Those Agreements, as I emphasised, are clearly not in isolation of one another. In fact, on the contrary, one cannot operate without the other and particularly in the case of the Connection and the Energy Supply Agreement. My point being that fundamentally, without the connection, the turbine cannot supply power, period. Without a connection, the Tenant, with its best endeavours, cannot perform on its obligations under the Lease that intended the turbine to be capable of commercial operation.

K. It therefore becomes acutely clear that indeed it was the Defendants that were sole cause of the failure and sole cause of the insolvency of the sole purpose vehicle and for this reason, I contend that in fact, I have already won my claim in damages against MFC and same is contained in the Quantum within the Statement of Costs in the case, CR-2017-008690.

L. By virtue of Mr Staunton's own submission at that hearing as to Force Majeure and the Energy Supply Agreement, it is also abundantly clear that he himself knew then that over £4m of the proof is false, yet made no such admission at the last hearing by Mr Registrar Jones. He did not, because, as I allege, the entire position was pre-negotiated between Radcliffe Chambers and the Insolvency Registrars who had all met together, with Mr Hannon, on the evening of 22nd November 2017. One day after I filed the material concerning the unwarranted demand.

M. I consider the actions of the Defendants to be a flagrant abuse of our justice system. I am honest and sincere in all of my dealings, I would never even contemplate doing what they have done and I am absolutely positive that had roles been reversed, I would be in prison by now. I am a practicing Freemason, I believe in those values called, trust, honour integrity and respect. I live by them. The Defendants have clearly demonstrated, both to me and indeed to the Court, that they do not share the same common values and that they express a willingness to deceive or mislead for financial gain.

N. I also note the tactics of Mr Staunton at the hearing, attempting to make me personally liable for costs. I consider such tactics to be predatory litigation. These people have wasted five years of my life, throwing away my life savings in the process and leaving me with a company in liquidation and no turbine along with prolonged turmoil and anguish after the serious commitment made by me in making that project successful.

O. I was disappointed by the result of the hearing in my Application being dismissed. I appreciate that the Application was probably not in the best form it could have been. I am however widely experienced in highly contentious legal and technical matters and have the ability to cut through these issues. On a practical level, clearly the Application has merits and therefore I cannot help but consider that this sends completely the wrong message, condoning the Defendant's behaviour in misleading the Court and making me pay for the privilege in making the Court aware of this misconduct.

P. My fundamental issue is that indeed, as his lordship acknowledged, there has been material non-disclosure at the ex-parte hearing by Mr Justice Arnold and this is and can be nothing other than deliberate non-disclosure, followed by the later offence of blackmail when the Defendants made the Application to Bristol County Court to obtain that Writ in the sum of circa £583,000. This was not a mistake, as Mr Staunton contends. Mr Stewart of Womble Bond Dickinson made that comment, suggesting that there had been an error by the High Court Enforcement Officer, however the instruction to issue the Application in that sum came from the Defendants.

Q. I know we did not touch on the blackmail issue. However, I have a recording of the High Court Enforcement Officer and indeed, the High Court Enforcement Office, who both confirmed that the position is that the Application to Bristol County Court was made by the Applicant. We do therefore have an unwarranted demand with menaces, it is unwarranted because it is false and there are menaces with the classic trait of the offence with the High Court Enforcement Officer threatening to seize my goods to that value and with the threats to make EEI insolvent off the back of it. I believe this was the ultimate intention of the Defendants, so as to dispose of their problem as a means of evading the claim I have against them in damages when they were sole cause of that insolvency.

R. I am unsure from the distance you were away, whether you noticed Mr Staunton's demeanour at the hearing. He was rather flush faced and I noticed that he was shaking rather uncontrollably and same was noted by my investigator and others also present at the hearing. I contend that he was this uneasy, because he knows as well as I do that he has been dishonest and in fact, on several levels. I however expressed myself with confidence, because I speak nothing but the truth and have nothing to fear because in fact I do know, above all that I am 100% accurate and that eventually, justice will prevail, despite the difficulties presented to date.

S. His lordship acknowledged that indeed my Application is not without merits. It is not without merits because that material information was withheld and that material included the Connection Offer, with its Condition Precedent being that Customer (Middlesbrough FC) was to take ownership of those components. That express requirement was made very clear to the Defendants, in fact on four separate occasions from October 2012 until December 2012 when that connection was agreed and formalised during the Option Period and as specified that Connection Offer.

T. I do consider it to be fairly obvious that non-disclosure of this material is clearly fundamental in proving the abortive costs contained in the Demand.

U. The primary reason I issued the Demand on 6th January 2017 was to flush the Defendants, because by that time, both the Defendant and their solicitors, Womble Bond Dickinson were withholding information and had also refused to provide to me, litigant in the case, with a copy of the proofs of the first two proofs of debt, in the sums of £255k and £541,308. The Defendant also failed to provide any rationale as to why they stated that the abortive costs were disputed. In fact, I do know that they cannot be disputed, for the clear and obvious reasons his lordship identified on Monday.

V. Hence, my contention remains, that indeed it would appear that justice is "subject to status" and a case of its not what you know, its who you know.

W. The extent of the non-disclosure is therefore also wider than withholding the material information from Mr Justice Arnold. There are the various covert submissions made without my knowledge and in relation to the proofs, even though I, as litigant and creditor of the Company, am entitled to see those proofs (in whichever form they were submitted), both the Defendants and the Office Holder had refused to disclose them. Hence, I contend that the matters we addressed on Monday and that of my Application on 16th November 2017 are in fact inextricably linked to the same primary arguments, originating from the Lease and the Energy Supply Agreement. We then have the Applications to Bristol County Court that I also knew nothing about, until I was visited by the High Court Agent on 21st November 2017.

X. My additional contention is that fraud should unveil all. In this case, we have firstly a misrepresentation based on the Connection Offer that was entire purpose of the Option Period and was the sole reason for completing contracts, then we have fraudulent non-disclosure of the ex-parte hearing and a £4.1m fraudulent misrepresentation that anyone, whether legally trained or otherwise could easily determine is false that has been frustrating my position as majority creditor of the Company over the past 12 months so as to prevent me from any kind of financial recovery.

Y. To top matters off, the £619,000 blackmail based off the same Order obtained in fraudulent non-disclosure. It cannot surely all go unpunished. The only one being punished is me and I have done absolutely nothing wrong whatsoever. In fact, I was working to preserve the interests of our justice system in full knowledge that it is fundamentally wrong, red tape or ulterior motives aside for one moment, to mislead a High Court Judge, or any Judge of our Courts for that matter.

Z. I find it very hard to come to terms with the fact that the Consent Order was not set aside, purely on the basis of the significant and clearly deliberate non-disclosure of material that would have otherwise proven that Demand, let alone the fact that the same was then used as a tool to commit blackmail against me.

A. I wonder if a retrial, based on the contents of this letter, would be the appropriate avenue to address this. Would his lordship be open to inviting me to making an Application for a retrial on this basis?

B. I came to the Court to get justice. What I have experienced to date is, in my firm opinion, nothing other than financial abuse and a complete injustice. It is an injustice primarily because the Registrars circumvented my Application and sought to keep the case under their control, causing further delay and frustration whilst wilfully failing to act in the interests of justice. I also consider it to be extremely undermining of the Court that Mr Registrar Jones has, I allege, failed to act on the evidence or information before him that proves any such proof of debt is false and made the comment that "we need to get away from the proofs of debt". The Application I made is clearly relative to the £4.1m fraudulent misrepresentation and the fact this has been made so as to effect pecuniary interest for another, with the assistance of the Mr Hannon.

C. Had the case been heard by his lordship or any other honourable High Court Judge as I had requested, I could have proven that the claims were all false in around five minutes or less, if I would have even needed to explain that at all.

D. When the Defendants made an Application pursuant to matters under the Insolvency Act, they get to see a High Court Judge. When I make an Application to address these very serious issues I get treated like I am the Defendant.

E. I made the Application to recuse Mr Registrar Jones on 19th January 2018 "without a hearing", Mr Registrar Jones listed the hearing of the recusal for the same day as the adjourned hearing date. This is clearly because the Registrars are connected with the Defendants, including Mr Hannon, the Official Receiver and Mr Staunton of Radcliffe Chambers and that the intention of Mr Registrar Jones is to refuse to recuse himself then to hear the case at 2PM on 26/03/2018, so as to follow through on the scheme to "reject the package" so it can be looked at on appeal. That package Mr Registrar Jones refers to however, is in fact already proven, because, as his lordship will undoubtedly acknowledge, the case boils down to the same primary arguments set out in Page 2 of the N244 Application I made.

F. These "football orientated white-collar criminals" are being allowed to carry on their business, due to their connections with Radcliffe Chambers and their clear and obvious connections with the Insolvency Registrars.

G. The Company is not insolvent, it was not when it was wound up by Registrar Baister on 19th September 2016 when Middlesbrough FC made their false misrepresentation as creditor in the sum of circa £255,000. The Claim is clearly an asset of the Company and became an asset on the day that the Defendants unlawfully terminated the Lease after refusing that grid connection.

H. In essence, Mr Registrar Jones refused to recuse himself and made further attempts to delay and frustrate process, hence I appealed to Senior Judiciary so as to recuse him due to what is a clear and obvious conflict of interest.

I. I contend that my rights to free and unfettered access to property and assets has been circumvented unlawfully and so have my rights to access to justice in relation to the circumvention by the Insolvency Registrars. The hearing of 21/12/2017 was conducted with bias and the Registrar failed to act in the interests of justice, declining me the right or affording me the protection I rightfully deserve of an impartial hearing by a High Court Judge.

I do fully appreciate that the Honourable Judge has to follow process and where an Application is unsuccessful, costs are awarded to the other side.

J. As evidenced in the case the Met Police Serious Crime Unit at Westminster CID are involved and their stance on this is that they cannot investigate whilst the case is subject to proceedings at the High Court. That evidence was submitted in CR-2017-008690 and indeed the case before his Lordship on Monday. As I am sure you will recall, I did state that I did not want to cover this during the hearing, because there would have been insufficient time to do so in the hearing of the Application to set aside. On this basis, it would be very helpful to have a form of acknowledgement from the Court that the Civil Court does not propose to address the criminal offence of blackmail so that the Police can complete their investigations.

K. I have completed the EX107 so as to obtain a copy of the transcript in preparation for the related hearing on 26th March 2017. I know that the hearing transcript will at also prove useful at the next hearing in March. I do hope that Mr Registrar Jones will recuse himself and ideally that his lordship takes over that case, as you clearly have far greater knowledge and ability to cut though this than the Insolvency Registrars, aside from my obvious reasons for the recusal. However, I am doubtful this will happen, because doing so would, I allege, conflict with the ulterior motives I refer to.

I enclose a copy of that Transcript for your consideration and I look forward to hearing from you.

Kind regards,

Paul Millinder