

IN THE COURT OF APPEAL CRIMINAL DIVISION – On appeal from Newcastle Crown Court

INDEX OF APP-15-11-2017

Tab No: Pages: Description:

Y1	1 - 3	Application notice dated 15/11/2017 to be heard by a high court judge which was circumvented by Registrar Jones after Briggs met with Hannon on the evening of 22/11/2017 - The same day Briggs approved the confidential filings at tab_Y7 on 21/11/2017. Briggs “crossed out” the request that the application be heard by a High Court judge, knowing of the fraud.
Y2	4 – 11	Claimant’s first witness statement dated 15/11/2017 dealing with the fraud by Hannon in accepting the fraudulent proofs of debt in abuse of his fiduciary duty.
Y3	12 – 23	Second witness statement of Claimant detailing the fraudulent non disclosure ex-parte on 09/01/2017 and Bloom’s false ex-parte witness statement.
Y4	24 25 – 31	The letter from the Attorney General’s Office dated 26/10/2017 in relation to contempt of court on 09/01/2017 referring to the fact that permission for committal could be sought from a single High Court Judge. Sealed letter to Solicitor General dated 14/11/2017 informing of the application to deal with the Official Receiver’s fraud, the false representations and the non-disclosure and contempt in 1 application before a single high court judge.
Y5	32 - 41	The 04/07/2017 response from Arnold J acknowledging the Claimant’s email concerning Cleveland Police corruption and concealment of the proven fraud and the request that Hannon exercise his powers to obtain directions from the court. The email chain sealed on 20/11/2017 setting out in clear terms that the proof of debt is false.
Y6	42 – 49	“Exhibit 15”; the email chain of 15/11/2017 (the day the application was issued) in relation to the application that was to be heard by a High Court Judge dealing with those matters raised in tabs Y1, Y2, Y3, Y4 and Y5. Arnold J evades dealing with the issues, stating the case is not allocated to him.

Y7	50 – 70	The confidential filings relating to the blackmail of 21/11/2017 originating from the fraudulent non-disclosure ex-parte between 09/01/2017 and 16/01/2017.
Y8	71 - 72	The witness statement of Fiona Fitzgerald dated 08/03/2018 confirming Briggs and Hannon met together during the Radcliffe Chambers drinks reception on 22/11/2017.
Y9	73 - 77	The fraudulent proof of debt claim made by Gill of D3 on 02/02/2017 which Hannon sustained knowing it was false and refused to interfere in the matter providing cause for the application pursuant to R.14.11 of the Insolvency Rules 2016.
Y10	78 – 110	Transcript of the 21/12/2017 hearing before Registrar Jones of the application that was to be heard by a high court judge.

Y17	179 – 206	The sealed Prospect Law (Edmund Robb of counsel's) letter of claim dated 18/08/2017 served on Hannon and Hannon's response to that letter of claim dated 19/09/2017 also sealed by the court.
Y18	207 - 246	The letter from Hannon dated 24/10/2017 stating that a meeting of creditors cannot be called because D1 is majority creditor owing to the false £4.1 million proof of debt he admitted. The 39-page email chain between creditors and Hannon setting out his lies and that D1's proof of debt is false.
Y19	247 - 271	The sealed Lupton Fawcett LLP letter dated 09/09/2016 presented to Baister to denote the cross claim exceeding £9.2 million against D2 that extinguished any claim they could bring.
Y20	272 - 288	26/03/2018 judgment of Registrar Jones after he refused to recuse himself from the application he had no jurisdiction to hear.
Y21	289 - 290	Order dated 05/10/2018 awarding c£45,500 costs to Hannon and MFC through Jones's fraudulent abuse of position.

TAB_Y1: PAGES 1 - 3

N244

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

To be heard by a Registrar

Date: 21 December 2017

Time: 12:30 hours (t/e 30 mins)

Place: The Rolls Building, 7 Rolls Buildings,
London EC4 A 1NL

Name of court High Court	Claim no. 16 Nov 2017
Fee account no. (if applicable)	Help with Fees - Ref. no. (if applicable) H W F
Warrant no. (if applicable)	CR-2017-008690
Claimant's name (including ref.) Earth Energy Investments LLP (Creditor of Empowering Wind MFC Ltd in Liquidation).	
Defendant's name (including ref.) Anthony Hannon - Official Receiver as Liquidator.	
Date	15th November 2017

1. What is your name or, if you are a legal representative, the name of your firm?

Mr Paul Millinder

2. Are you a ☒ Claimant ☐ Defendant ☐ Legal Representative
☐ Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

1. Application under Rule 14.11 to reject the Proof of Debt that has been accepted by the Official Receiver for voting purposes and to exclude Middlesbrough Football Club from making such claim for payment under Clause 3.4.2 of the Energy Supply Agreement as any such claim is false - Continued on (Sheet 2)

4. Have you attached a draft of the order you are applying for? ☒ Yes ☐ No
5. How do you want to have this application dealt with? ☒ at a hearing ☐ without a hearing
☐ at a telephone hearing
6. How long do you think the hearing will last? Hours Minutes
Is this time estimate agreed by all parties? ☐ Yes ☒ No

7. Give details of any fixed trial date or period

6th December 2017

8. What level of Judge does your hearing need?

High Court Judge

9. Who should be served with this application?

Defendant

- 9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

Anthony Hannon
Insolvency Service
4 Abbey Orchard Street

10. What information will you be relying on, in support of your application?

- ☒ the attached witness statement
☒ the statement of case
☒ the evidence set out in the box below

If necessary, please continue on a separate sheet.

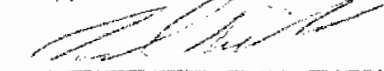
The Claimant refers to Clause 3.4.2 of the Energy Supply Agreement dated 7th November 2013 (Exhibit 1) of which £4,031,664.80 of the Middlesbrough Football Club Proof of Debt (Exhibit 2) relates.

The Energy Supply Agreement is a conditional contract, subject to (full satisfaction of) the conditions precedent set out in Clause 2. Those conditions encompassed full satisfaction of (by Tenant), the Connection Agreement and, Commissioning of the wind turbine. Middlesbrough Football Club (Landlord) refused to complete the Agreement (Exhibit 3) with Northern Powergrid, the Distribution Network Operator in February 2015 so that the connection for the wind turbine could be established. Condition 2.1 of the Energy Supply Agreement could not be fulfilled due to actions of the Landlord in refusing that connection to customer owned substation assets. The actions of the Landlord caused substantial losses to the Claimant, resulting in the insolvency of its subsidiary. The Start Date of the Energy Supply Agreement is the date upon which the conditions precedent in Clause 2 are satisfied. There was no Start Date, due to actions of the Landlord preventing the same connection from being established and therefore the Claimant asserts that the proof of debt, submitted to the Official Receiver is a false misrepresentation. - Continued -

Statement of Truth

(I believe) (The applicant believes) that the facts stated in this section (and any continuation sheets) are true.

Signed



Dated 15/11/2017

Applicant's legal representative's (s) litigation friend)

Full name Paul Millinder

Name of applicant's legal representative's firm

Position or office held Managing Director

(if signing on behalf of firm or company)

11. Signature and address details

Signed



Dated 15/11/2017

Applicant's legal representative's (s) litigation friend)

Position or office held Managing Director

(if signing on behalf of firm or company)

Applicant's address to which documents about this application should be sent

Paul Millinder
Earth Energy Investments LLP
3rd Floor
277 - 281 Oxford Street
London

Postcode W 1 C 2 D L

E-mail address paul@empoweringwind.co.uk

If applicable

Phone no. 0207 866 2401

Fax no. 0207 495 7021

DX no.

Ref no. MFC Proof of Debt

At the High Court;

Earth Energy Investments LLP (Claimant)

And;

Anthony Hannon, Official Receiver as Liquidator for the Insolvency Service

(Defendant)

Sheet 2 of N244 Application - Part 3

2. To disclaim the Energy Supply Agreement as an onerous contract;

2.1. The Claimant refers to point 45 on page 7 of the Prospect Law Letter of Claim to the Defendant dated 18th August 2017;

Duty of Office Holders to disclaim onerous contracts

45. Office holders are given wide powers to enable them to perform their functions (ss.165, 167 and Schedule 4 of the Insolvency Act 1986) and (s.314 and Schedule 5 of the Act) these powers include the right to disclaim "onerous property". As a consequence, a liquidator has the power to disclaim a contract where it is unprofitable. When considering whether a contract is "unprofitable", the liquidator must balance the benefit to creditors that the company derives from the contract against the liability that the contract imposes on the company. So, for example a contract is, in principle, unprofitable if it:

i. Requires the company in liquidation to discharge a financial obligation in circumstances where the discharge of that financial obligation is, in some way, detrimental to the interests of the company's creditors.

ii. Contains a financial obligation, compliance with which would prejudice the liquidator's ability to realise the value of one or more of the company's assets and distribute the proceeds to creditors.

46. A liquidator is not obliged to disclaim a contract, but one who fails to disclaim in circumstances where he should, may be treated as having failed in his duties.

3. To assign the right of action in the damages claim resulting from the breach of Lease and Energy Supply Agreement against Middlesbrough Football Club to Earth Energy Investments LLP (Parent Company) of Empowering Wind MFC Ltd.

Or;

4. To appoint Mr Chris Parkman as Liquidator to replace the duties of Mr Hannon with the intention of the Claimant placing the Liquidator in funds so he can prosecute the claim against Middlesbrough Football Club as the Company in liquidation.



At the High Court;

Earth Energy Investments LLP

(Claimant)

And;

**Anthony Hannon, Official Receiver
as Liquidator for the Insolvency
Service**

(Defendant)

Witness Statement - Paul Millinder of Claimant

1. Background and Statement of Case:

- 1.1 That Applicant has reason to believe that in December 2016, Middlesbrough Football Club submitted a proof of debt in the sum of £255,000 to the Official Receiver's Office in full knowledge that any such claim is disputed on genuine and substantial grounds.
- 1.2 The Claimant requested to inspect that proof of debt on 6th January 2017 under Rule 4.79 (now 14.6 of the Insolvency Rules 2016) of which, the Claimant understands, have the same core meaning, in placing a duty on the office holder to provide those proofs of debt for inspection by a creditor when requested to have done so.
- 1.3 The Defendant did not provide the Claimant with copies of either the first or second proof of debt and in a further letter of 20th September 2017, refused to do so, without an order of the Court and denied any further proofs of debt from Middlesbrough Football Club existed.
- 1.4 The Claimant is acutely aware that any claim from Middlesbrough Football Club would be entirely false and had contested any such claim with the Defendant since September 2016 and had provided numerous detailed and comprehensive explanations of the position to the Defendant, however the Defendant has refused to adjudicate on the validity of the proofs of debt made by Middlesbrough Football Club when asked to do so by the Claimant.
- 1.5 The Claimant made various attempts to make the Defendant aware that any such claim is entirely spurious, firstly on the grounds that any such sum is disputed on genuine and substantial grounds and the parties involved were acutely aware of that dispute and the matters in question, prior to Middlesbrough Football Club having raised an invoice for such sums after refusing to complete an Agreement with the Distribution Network Operator so that the connection for the wind turbine could be established. The Claimant alleges that the Defendant appears to have treated the Claimant's comments and requests with disdain over the last 12 months.

1.6 Mr Campbell, the Insolvency Examiner confirmed receipt of the first proof of debt in an email 09/01/2017 at 11.19AM ([Exhibit AC1](#)). The Claimant quotes from that email:

“Dear Mr Millinder,

I have not been able to release the details surrounding the MFC proof of debt yet as I am waiting for confirmation that I can do so and in what format this can be released.

With regards to a meeting, - I’m afraid I am fully booked this week and my earliest opportunity would be Friday 20 January”

1.7 The Claimant quotes Mr Campbell’s later statement in a further email ([Exhibit AC2](#)) on 26/01/2017 at 14:36PM;

“I understand you are considering applying for a rescission of the winding up order and would confirm that Middlesbrough Football Club have advised they are owed £541,308.

This is based on their original claim of £255,000 plus a balance of £285,039 representing lost rental and free supply of electricity for the period from 25 June 2015 until the date of the winding-up order. The original claim plus the balance of £285,039 do not add up to £541,308 but to £540,039 so their claim has been amended down until such time as any formal proof of debt is submitted.”

1.8 In that email of 26th January 2017 from the Insolvency Examiner, Mr Campbell clearly refers to two claims, the original claim of £255,000 and a further claim of £541,308. In referring to the Insolvency Rules 2016, Defined Terms 1.2, a proof of debt is the document on which a creditor submits its claim and, a claim made by a creditor in writing is that creditor’s proof.

1.9 The Claimant is also aware that there is no longer a prescribed form for use in proving. The Claimant asserts therefore that the Defendant had in his possession three proofs of debt in substantially differing amounts by 2nd February 2017.

1.10 The Claimant asserts that the office holder had a duty to creditors to have verified the creditor’s true position prior to admission of the second proof of debt in the sum of £541,308 for voting purposes. He did not do so and later admitted the third proof of debt, from the same originating source of debt in the sum exceeding £4.1m of which only £80,209.95 is sought from the Lease between the parties.

1.11 The Claimant alleges that the Defendant had a legal duty in his role to have verified the creditor’s true position prior to admission of the proof of debt for voting purposes in accord with the Insolvency Service Technical Manual Chapter 16, Part 5. The Claimant asserts that the office holder had a duty within his role to have verified the creditor’s true position under Chapter 16.73.

1.12 The Claimant refer to that Chapter 16.73 from the Insolvency Service Technical Manual:

Double proofs:

There cannot be two proofs in respect of the same debt, where this appears to be the case, steps should be taken to verify the creditor’s true position prior to the meeting and the admission of the proofs for voting purposes.

- 1.13 The Claimant believes that the office holder has an obligation to have acted on the information and the Claimant asserts that information in the office holder's possession, as provided by the Claimant since September 2016 proves that, on the balance of probabilities, any such claim is likely to be false. However, the Defendant did not act on the information in his possession and neither did he reject the proof of debt for voting purposes despite numerous requests by the Claimant over the last 12 months to have adjudicated on the matter.
- 1.14 The Claimant alleges that the Defendant wilfully failed to act on the information in his possession to detriment of the Claimant's rights as majority creditor of the company in liquidation and thereby prejudicing its rights to appoint a liquidator to replace duties of the Defendant and by effecting pecuniary interest for another, in preventing the Claimant from its rightful recovery in filing a damages claim against Middlesbrough Football Club in losses from the wind turbine project where Middlesbrough Football Club were sole cause of failure.

2. The conduct of Middlesbrough Football Club:

- 2.1 Jeremy Robin Bloom, a solicitor general legal counsel at Middlesbrough Football Club was party that dispute from March 2015 and was acutely aware that any such claim was disputed on genuine and substantial grounds.
- 2.2 The Claimant refers to an open email chain dated 10th December 2012 involving the Claimant, Northern Powergrid, the Distribution Network Operator and Middlesbrough Football Club where Mr Bloom was involved in the open email correspondence with Northern Powergrid and the Claimant's technical advisers from October 2012 until 12th December 2012 when the connection arrangements were agreed and finalised ([Exhibit NPG1](#)).
- 2.3 In referring to the email from Tony Ryan of Northern Powergrid, on 10th December 2012, the Claimant quotes from that email:
- "As we are proposing to pass over ownership of the two existing substations on site to the club, one of my commercial colleagues will need to get involved to arrange this therefore he will be issuing the POC quote."***
- 2.4 A prior email in the same email chain from Tony Ryan of Northern Powergrid on 8th November 2012 to André Pubanz refers to specification of the grid connection requirements by Northern Powergrid, the Distribution Network Operator;

Summarising our telephone conversation (correct me if I am wrong, plz):

- ***There is an 11kV line at the stadium with a transformer dedicated to the stadium. The stadium has two substations both connected to the same 11KV system. These will need to be disconnected from the Northern Powergrid system and connected to the customer owned 11KV network which in turn will be connected to a new 11kv switch house where the turbine would also be connected.***
- ***The maximum demand is 800kW (Saturday night). This is an approximation based upon the information we have, the customer should have more accurate information from their energy supplier. Its assumed that this will be on a Saturday winter evening as that's when the stadium will be use most of its equipment including flood lights.***

- *The line is lightly loaded. Relatively in terms of the level of generation you propose to install.*
- *When 2.6MW would be injected it would pose voltage problems. We have carried out further investigation and due to an imminent reduction in bar voltage by us at the primary this will no longer be an issue though the turbine has failed our second stage ROCOF assessment, a smaller turbine may meet our study requirements.*
- *The site was looked at in the past where the maximum power possible would be in the range of 1MW. . I assume that this is 1MW of generation? This has been indicated though I have no record of this.*
- *There is a costly alternative, which is to make a connection at the other side of the A66, also at 11 kV. The method of connection for the 2.6MW of generation is from our primary SS, approximately 3km away.*
- *The alternative connection is from the 11KV currently supplying the stadium though this can only supply the demand to the site and the generation cannot export when the site is connected via this alternative arrangement..*

2.5 The Claimant refers to Jeremy Robin Bloom's questions in relation to that grid configuration from

his email dated 9th November 2012;

Hi Paul,

It does sound positive but can you explain what he means by "There is a costly alternative, which is to make a connection at the other side of the A66, also at 11 kV. The method of connection for the 2.6MW of generation is from our primary SS, approximately 3km away. The alternative connection is from the 11KV currently supplying the stadium though this can only supply the demand to the site and the generation cannot export when the site is connected via this alternative arrangement..

Also is the 1.449MW machine a completely different turbine or the same physical structure with a different "engine".

2.6 The Claimant refers to the email chain from Jeremy Robin Bloom, including Mark Ellis of Middlesbrough Football Club (who later invoiced the Company on 25th June 2015 in the sum of circa £255,000), along with Michael Brown of Bond Dickinson who was acting for the Club since the start of the contractual negotiations from October 2012 and throughout the impasse from March 2015 ([Exhibit JRB 17.03.2015](#)).

2.7 The Claimant refers to the email chain between Middlesbrough Football Club and the Claimant dated 15th April 2015 in respect of that dispute in the sum of circa £255,000 and Force Majeure. ([Exhibit PM JRB 15.04.2015](#))

2.8 The Claimant refers to the email chain between Middlesbrough Football Club and Claimant dated 15th June 2015 containing detailed responses from the Claimant in relation to Middlesbrough Football Club's refusal of the Connection Agreement. ([Exhibit JRB BD 15.06.2015](#))

- 2.9 The Claimant considers it to be clear from the evidence that both Bond Dickinson and Middlesbrough Football Club were acutely aware that any sums claimed are disputed on genuine and substantial grounds. The parties acknowledged this position from March 2015 onwards and the Claimant asserts that this position is identical to that of today's date and such proceedings have yet to be determined by the Court, owing primarily to the delays in either assigning the right of action or appointing a liquidator to prosecute the claim against Middlesbrough Football Club in the name of Empowering Wind MFC Ltd.
- 2.10 The Claimant refers to its detailed letter addressed to the Chairman of Middlesbrough Football Club dated 21/09/2015 and Jeremy Robin Bloom's response to that Letter dated 30/09/2015. Mr Bloom himself acknowledged that matters were disputed. ([Exhibit PM 21.09.2015](#))
- 2.11 The Claimant asserts therefore that Middlesbrough Football Club had no legal position from which to have made any such representation to an Officer of the Court in circumventing the Company's insolvency.
- 2.12 The Claimant asserts that the first claim by Middlesbrough Football Club in the sum of circa £255,000 was disputed on genuine and substantial grounds and the parties making that submission were clearly acutely aware of the position prior to doing so and same is clearly evidenced in the exhibits hereto.
- 2.13 The first proof of debt is from the same originating source as the third proof of debt in the sum of circa £4.1m and therefore the Claimant alleges that the claims by Middlesbrough Football Club are false and that the £4.1m claim made on 2nd February 2017 by Julian Gill of Bond Dickinson, in full knowledge of the circumstances, is, a fraudulent misrepresentation.

3. The Energy Supply Agreement:

- 3.1 The Claimant asserts that Middlesbrough Football Club has no legal position from which to have raised any invoice for supply of energy in the specific circumstances of which each party was acutely aware.
- 3.2 The Start Date is the date from which the Conditions Precedent in Clause 2 are satisfied, there was no Start date, because Middlesbrough Football Club refused to complete the Agreement so that Northern Powergrid could establish the grid connection for the wind turbine. Without a grid connection the turbine cannot operate, even with the best endeavors of the Tenant. Without a connection, the turbine cannot supply energy to the Stadium. The Claimant asserts that this same grid connection went to the heart of the project and from February 2015 when Middlesbrough Football Club refused to do so, the operative provision of Force Majeure applied to the delay caused by the Landlord that is proven to be beyond reasonable control of Tenant.
- 3.3 Clause 2.1 of the Energy Supply Agreement required that the Tenant gained, full satisfaction of, the Connection Agreement.
- 3.4 The Claimant explains that the Connection Agreement encompassed the Northern Powergrid

Connection Offer, the Connection Deed dated 7th November 2013, the Northern Powergrid / Middlesbrough Football Club Asset Sale Agreement and the OFGEM Feed in Tariff Preliminary Accreditation for the wind turbine generating station and that those documents are clearly inextricably linked in that one cannot operate without the other. Hence, the Tenant could not get, full satisfaction of, the Connection Agreement due to actions of the Landlord.

3.5 The Claimant refers to the Letter of Claim served on the Defendant dated 18th August 2017 by Edmund Robb, Barrister and Director of Prospect Law Ltd ([Exhibit - 20170818 PLL to Official Receiver](#))

3.6 The Prospect Letter of Claim sets out detailed background of the Claimant's position in law, requesting that the Official Receiver, in his duty as Liquidator, performs on certain obligations under the Insolvency Rules 2016.

3.7 It was instructed by the Claimant that the letter is drafted in a non-contentious manner as a means of resolving the impasse prior to litigation. The Defendant responded to the Prospect Law letter with his response dated 19th September 2017. ([Exhibit A - 19.09.17 PL OR Reply to 18.08.17](#))

3.8 The Claimant submitted ([Exhibit 5](#)) to the Defendant on 11th October 2016. The Lupton Fawcett Letter and exhibits included a Statement of Case in the Company's claim against Middlesbrough Football Club containing detailed background in relation to the impasse between Middlesbrough Football Club and a damaged claim in favour of the Claimant in Middlesbrough Football Club's refusal to co-operate with the requirements of the Connection Offer that was fundamental to completion of the project.

3.9 It was condition precedent of the Connection Offer ([Exhibit 6](#)) that "Customer" (Middlesbrough Football Club) adopted certain components within its substation so that the connection for the wind turbine could be established.

3.10 This requirement was made clear to Middlesbrough Football Club from October 2012 through to 12th December 2012 when that same connection method was agreed between the parties and by Northern Powergrid (Northeast) Ltd, the Distribution Network Operator at meetings and in open email correspondence prior to December 2012.

3.11 The Claimant refers to ([Exhibit 7](#)), an email chain between the Claimant and Defendant containing a further email chain dated from 7th November 2012 where Jeremy Robin Bloom, a solicitor and general legal counsel of Middlesbrough Football Club agreed to extend terms of the Option Agreement on the basis of securing the connection that was jointly negotiated between the Claimant, Northern Powergrid and Middlesbrough Football Club over six months prior to exercising its Option and completing the Lease.

4. Conduct of the Defendant:

4.1 Since September 2016 the Claimant has been requesting, in a multitude of emails and until today's date that the Defendant provides evidence to substantiate the claim lodged by Middlesbrough Football Club. Despite these requests the Defendant has refused to do so and it would appear that the Defendant had further legal obligations to fulfil in his duty to creditors, including to have verified the creditor's true position where more than one proof of debt has been submitted for the same originating debt.

- 4.2 The Claimant became aware on 6th January 2017 that the original Proof of Debt lodged by Middlesbrough Football Club at the Official Receiver's Office was in the sum of £255,000, being the amount claimed in the letter dated 25th June 2015 ([Exhibit 8](#)), yet by 26th January 2017 the Claimant later found that Middlesbrough Football Club had been corresponding with the Official Receiver's Office and had made a further claim of £541,308, prior to submission of the Form 14.4 Proof of Debt in the sum of circa £4.1 million on 2nd February 2017.
- 4.3 The Claimant refers to ([Exhibit 9](#)), its Statement of Case against the Insolvency Service in matters of failing to investigate the Claimant's Tier 2 and Tier 3 Complaint.
- 4.4 The essence of the Claimant's complaint was in relation to providing copies of the proofs of debt when requested under Rule 14.6 to have done so and failing to have "verified the creditor's true position prior to admission of the proof for voting purposes" in accord with the requirements of the Insolvency Service Technical Manual Schedule 16, Part 5.
- 4.5 The Claimant refers to ([Exhibit 30.10.2017](#)) an email chain between the Claimant and Defendant dated 30th October 2017. The Claimant expressed its position in relation to the Defendant refusing to provide those proofs of debt for inspection in accord with Insolvency Rule 14.6 and the office holder in failing to have verified the creditor's true position prior to having accepted the proof for voting purposes in accord with 16.73 of the Insolvency Service Technical Manual.
- 4.6 The Claimant further alleges that the Defendant had in his possession three proofs of debt in substantially different amounts, yet from the same originating source debt, being the conditional contract element of Clause 3.4.2 of the Energy Supply Agreement. The Claimant asserts that the Defendant did not perform on the office holder's obligation to have verified the creditor's true position prior to admission of the proof of debt for voting purposes and neither did he act on the information in his possession that proves any claim by Middlesbrough Football Club is likely to be false.
- 4.7 The Claimant has, since September 2016 made numerous representations to the Defendant, however the Claimant alleges that the Defendant has wilfully failed to act on the information in his possession to the detriment of the Claimant and the other legitimate creditors.
- 4.8 The Claimant refers to ([Exhibit 10 - 20170710 Advice Re Proof of Debt - Empowering Wind](#)) Prospect Law written advice on the proof of debt submitted by Middlesbrough Football Club.
- 4.9 The Claimant refers to ([Exhibit 11](#)) a letter from GMR Consulting Ltd, a Creditor of Empowering Wind MFC Ltd in support of the Claimant's request to hold a meeting of creditors to vote on the Claimant's proposed appointment of Mr Chris Parkman, a licensed insolvency practitioner, as liquidator of the Company.
- 4.10 The Claimant refers to ([Exhibit 12](#)) and ([Exhibit 12a](#)), letters from the Claimant to the Defendant dated 20th September 2017 and 25th September 2017 in which the Claimant seeks to address what it believes to be misconduct of the Defendant.
- 4.11 The Claimant further refers to a letter to the Solicitor General, Robert Buckland QC concerning an application for committal in contempt of Court against Middlesbrough Football Club and the solicitors concerned of which a response is awaited prior to such application. ([Exhibit 13](#)), along with the Claimant's Statement of Particulars provided to the Attorney

General's Office in relation to material non-disclosure of witness information by Jeremy Robin Bloom at an ex-parte hearing by Mr Justice Arnold at 10.30AM on 9th January 2017. ([Exhibit 14](#))

5. DECLARATION OF TRUTH:

I made this statement based on my knowledge of the case, having been party to negotiations since October 2012 and throughout.

I declare that the facts contained in this statement are true and accurate to the best of my knowledge and belief;

Signed:

A handwritten signature in black ink, appearing to read 'Paul Millinder', written in a cursive style.

Paul Millinder
15th November 2017



STATEMENT OF CASE

PAUL MILLINDER OF EARTH ENERGY INVESTMENTS LLP (RESPONDENT)

JEREMY ROBIN BLOOM OF THE GIBSON O'NEILL COMPANY LIMITED (DEFENDANT)

In the matters of Empowering Wind MFC Ltd (In Liquidation)

CR-2017-008690

Criminal Conduct in Deliberate Non-Disclosure and False Representations by in house General Counsel Solicitor of the Defendant and its Solicitor

Summary:

Following notification of the ex-parte injunction hearing of 9th January 2017 (Exhibit – [Order Dated 9th January 2017](#)) the Respondent, upon receipt of the Order from the Defendant's solicitor on the same date, raised a Police complaint of deliberate non-disclosure of material particulars by a solicitor acting in the capacity as General Counsel for Middlesbrough Football & Athletic Company 1986 Ltd ("MFC") and its Parent Company, Gibson O'Neill Company Ltd, also alleging a false representation offence when the Defendant submitted [Exhibit 3](#) to the Office of the Official Receiver in Westminster.

The Respondent alleges that Mr Bloom, acting in capacity of solicitor General Counsel for MFC did not maintain the rule of full and frank disclosure at that ex-parte hearing by withholding 172 pages of witness exhibit of the Creditor's Statutory Demand and that the witness statement of Mr Bloom contains false and misleading statements.

I refer to [Exhibit JRB1](#) – The material submitted as part of Robin Bloom's witness statement and in relation to the [list of witness exhibits Mr Bloom failed to disclose to the Court](#).

The Order was made by Mr Justice Arnold upon hearing the representations made by or on behalf of MFC. MFC signed an undertaking of truth to the Court, however the Respondent alleges Mr Bloom's statements were not true and that a substantial part of the witness exhibits of the Statutory Demand dated 6th January 2016 were withheld from proceedings with intent to mislead, causing loss to the Respondent in preventing its rightful recovery of the sums expended on the basis of those contracts. The sum of £530,000 recoverable by [Statutory Demand of 6th January 2017](#).

In referring to The Arena Corporation Ltd v Schroeder, 2015 Judgement, where 9 principles were set by the High Court and the two Supreme Court Judgements of Sharland & Gohil 2015 and in summary of those principles and rulings, the Respondent asserts that the rule of full and frank disclosure is the fundamental basis from which any financial negotiations proceedings are based.

The rule is not limited to the Family Division of the High Court, it applies to any ex-parte hearing and to any representation made by a solicitor to the Court during any proceedings, including proceedings under the Insolvency Act 1986.

The court followed the approach to material non-disclosure set out in The Arena Corporation Limited v Schroeder [2003] EWHC 1089, where nine principles were laid down:

1. *If the court finds that there have been breaches of the duty of full and fair disclosure on the ex parte application, the general rule is that it should discharge the order obtained in breach and refuse to renew the order until trial;*
2. *Notwithstanding the general rule, the court has jurisdiction to continue or re-grant the order;*

3. *That jurisdiction should be exercised sparingly, and should take account of the need to protect the administration of justice and uphold the public interest in requiring full and fair disclosure;*
4. *The court should assess the degree and extent of the culpability with regard to non-disclosure. It is relevant that the breach was innocent, but there is no general rule that an innocent breach will not attract the sanction of discharge of the order. Equally, there is no general rule that a deliberate breach will attract that sanction;*
5. *The court should assess the importance and significance to the outcome of the application for an injunction of the matters which were not disclosed to the court. In making this assessment, the fact that the judge might have made the order anyway is of little, if any importance;*
6. *The court can weigh the merits of the [claimant's] claim, but should not conduct a simple balancing exercise in which the strength of the [claimant's] case is allowed to undermine the policy objective of the principle;*
7. *The application of the principle should not be carried to extreme lengths or be allowed to become the instrument of injustice;*
8. *The jurisdiction is penal in nature and the courts should therefore have regard to the proportionality between the punishment and the offence; and*
9. *There are no hard and fast rules as to whether the discretion to continue or re-grant the order should be exercised, and the court should take into account all relevant circumstances.*

On the basis of the above precedents, and the “highly material and substantial” nature of the non-disclosures relating to matters which were of “great concern” at the time of the without notice hearing, the Judge decided to set aside the freezing order and refuse further relief. This was on the basis that the non-disclosures were characterised and as such; the Judge commented that the conclusion might be “all the more compelling in the light of the positive misrepresentations that were made”, although he was not in a position to make a finding about whether or not they were deliberate.

This decision is a clear illustration of the potential consequences for an applicant of failing to comply with its duty of full and frank disclosure, applying the general principle that any material particulars withheld could result in an order being set aside, irrespective of whether such non disclosure was deliberate.

There are significant consequences if it is later found that the disclosure is false and or deliberate, including that any Order made may be set aside, and proceedings for contempt of Court could be brought against that party, which could lead to a term of imprisonment or to a fine. A party is also open to being penalised in costs (i.e. being ordered to pay some of the legal costs of the other party).

If a party is deliberately untruthful in the process of full and frank disclosure, criminal proceedings may be brought against that person under the Fraud Act 2006. The Respondent therefore reported matters to Cleveland Police on 9th January 2017.

The Respondent addresses below the severity and culpability of the misrepresentations and failure to disclose material particulars, providing analysis as to the manner in which Mr Bloom of MFC has deliberately withheld information with intent to mislead the Court:

Referring firstly to Mr Bloom's witness statement ([EX1 Witness Statement of Jeremy Robin Bloom](#)):

The Respondent, in reviewing Mr Bloom's witness statement asserts that:

1a. Mr Bloom failed to disclose that in March 2015, any sums due under the Lease and Energy Supply Agreement between Empowering Wind MFC Ltd ("Company") and MFC, up until 24th December 2015, were and are still disputed on genuine and substantial grounds by the Company.

Referring to an email chain between the parties of 16th April 2015:

EX 6 – E-mail chain dated 16/04/2015:

----- Forwarded Message -----

Subject:Re: Calculation of rent and supply payment

Date:Thu, 16 Apr 2015 10:03:09 +0100

From:Robin Bloom <rbloom@bulkhaul.co.uk>

To:Paul Millinder <paul@empoweringwind.co.uk>, Andrew Lindsay
<Andrew.Lindsay@lf-dt.com>, Mark Ellis <mark.ellis@mfc.co.uk>,
neil.bausor@mfc.co.uk

Dear Paul

I do not agree with your calculation as under the Electricity Supply Agreement you will be responsible for all the paying us £80 per MWh consumed without cap. The actual consumption is nearer 1700 per annum.

This being said, and subject to a formal agreement being finalised by Bond Dickinson on our behalf to

- ensure that the £255,000 placed in escrow will be unconditionally released to us on the outcome of the dispute resolution (together with payment of any additional sums due due under clause 3.4.2 of the Electricity Supply Agreement)
- reflect a clear and unequivocal understanding of exactly what the issues to be decided in the dispute resolution process are and how these will be determined and
- to record the configuration, infrastructure, ownership and maintenance of the electricity supply network on which we have been seeking clarification for over 12 months

I will recommend to our Executive that, on these conditions being met, we should consent to the assignment of the Lease and the Novation of the Electricity Supply Agreement.

Yours

Robin

>> Paul Millinder <paul@empoweringwind.co.uk> 15/04/2015 12:34 >>>

Dear Robin,

I have made the crude calculation of rent and energy supply up to December commissioning of the wind turbine. Here are my assumptions;

£4168 month / rent

£10k / month energy supply @ .8p /KWh (£80 / MWh)

Period from;

July 14, August, Sept, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, June, July, Aug, Sept, Oct, Nov, Dec 15 (18 months)

(£75,024 rent)

(£180k energy supply)

£255,024 in total

In order to resolve this matter, I agree to deposit the sum of £255,024 in escrow pending resolution of the dispute around force majeure by an independent arbitrator, such arbitrator to be jointly approved between MFC and Empowering Wind MFC. The funds will be released to the party in accord with the arbitrator's ruling and such decision will be considered final.

I trust that this meets with your requirements and I look forward to being in a position to finally get this turbine built.

I look forward to hearing from you.

Regards,

Paul

1b. Mr Bloom failed to disclose that the Option Period was extended to that the Company could negotiate and receive a Grid Connection Agreement ([Connection Offer](#)) with Northern Powergrid, the Distribution Network Operator so that electricity generated by the wind turbine could be delivered to the Stadium to offset power demands and so that surplus electricity was to be exported back to the electricity grid.

1c. Mr Bloom also failed to disclose that he was involved in open email correspondences between Northern Powergrid and Power Systems UK Ltd from October 2012 until end of December 2012 when the method of connection was negotiated and agreed between MFC, the Company and Northern Powergrid. ([EX 5](#))

1.c.a The purpose of extending the Option Agreement between the parties, was so that Northern Powergrid could issue the revised offer for connection into Customer Owned Substation Assets.

1.c.b. The purpose of the [Energy Supply Agreement](#) , completed on 7th November 2013 was to supply electricity generated by the wind turbine to MFC Stadium. The purpose of the [Lease](#) was for Company to construct and operate a wind turbine at its own cost. MFC was to benefit from free energy supply of up to 1500 Mega Watt hours and a capacity rent of £50,000 per annum. The Company was to benefit from the Feed in Tariff Scheme for a 1.5 Mega Watt turbine approved under OFGEM's mechanism in paying a fixed feed in tariff and an export tariff for the energy delivered by the wind turbine, linked to the Retail Price Index for 20 years, commencing on 24th December 2015 (the Commissioning Date).

1d. Mr Bloom failed to disclose that on 18th September 2014, he had, on behalf of MFC agreed to postpone any rent until the wind turbine was commissioned, because the project had encountered a delay that was beyond reasonable control of either party.

I refer to that comment ([EX 3A](#));

"In principle we are happy to allow you to delay payment of the rent due for this and the last quarter until the turbine is commissioned."

1e. Mr Bloom failed to disclose that on 5th February 2015, the Company had provided the [Northern Powergrid Asset Sale Agreement to MFC](#) and its receipt was acknowledged. However in April 2015, after demanding that the Company pay sums that were disputed on the grounds of 1.a above, Mr Bloom refused to sign that Northern Powergrid Agreement for making the grid connection so that the wind turbine could begin commercial operation.

It was Condition Precedent of the [Northern Powergrid Connection Offer](#) that "customer will take ownership of the two joined out SS's which will then become part of the customers own 11Kv system. The transfer of ownership and liability will be carried out under a separate communication".

On 7th November 2013 the parties completed the [Energy Supply Agreement](#) on the basis that electricity could be delivered on the terms of the Northern Powergrid Connection Offer and on the same date, a [Connection Deed](#) in respect of MFC's obligation to maintain an active connection and "neither to terminate nor tamper" with the connection from the wind turbine to the High Voltage Switchboard within its Customer Owned Substation, for the duration of the Lease.

1f. Mr Bloom was not transparent in explaining that there was a dispute on genuine and substantial grounds relating to any such sums due under the [Lease](#) and Energy Supply Agreement and neither did he explain that any payment under the Energy Supply Agreement was conditional upon "full satisfaction of, the Grid Connection Agreement and Commissioning, meaning that in fact, no payment would have become due for energy supply, until the wind turbine had been commissioned.

1g. Mr Bloom failed to disclose, amongst 172 additional pages of witness exhibits (defined in [Exhibit X](#)) the contents of [EX 5](#), an email chain between the parties, Northern Powergrid and Lagerwey Wind B.V in an open correspondence in negotiating the grid connection dated 9th November 2012.

I refer to that e-mail when Mr Bloom asked a question in relation to the configuration:

From: [Robin Bloom](#)
Sent: Friday, November 09, 2012 2:05 PM
To: [Matt Smith](#) ; paul@empoweringwind.co.uk
Subject: Re: Fw: Project number: ENQ5198940 / Middlesbrough stadium Wind turbine / Lagerwey

Hi Paul,

It does sound positive but can you explain what he means by "There is a costly alternative, which is to make a connection at the other side of the A66, also at 11 kV. The method of connection for the 2.6MW of generation is from our primary SS, approximately 3km away. The alternative connection is from the 11KV currently supplying the stadium though this can only supply the demand to the site and the generation cannot export when the site is connected via this alternative arrangement.."

1f. Mr Bloom failed to disclose the [Planning Decision](#) and the [Accompanying Statement](#) in respect of the Application to withdraw Condition 7 of the Planning Permission, along with the [MBC Complaint Assessment Response](#) and the [DTVA Notification of Decision](#), providing full background into the delay that the Respondent asserts amounted to a delay beyond its reasonable control.

Fundamentally, Mr Bloom failed to disclose that the parties were unable to resolve the dispute on Force Majeure, despite attempts to negotiate arbitration, because MFC, in April 2015, Mr Bloom then refused to complete the Northern Powergrid Asset Sale Agreement when it was Condition Precedent of the [Connection Offer](#) to do so.

1g. MFC however raised an invoice in the sum of circa £255,000 in 25th June 2015. The Respondent asserts that MFC had no legal right to raise an invoice on sums that are disputed on substantial grounds when that dispute was yet to be resolved and that dispute could not be resolved because MFC then refused to co-operate with the terms of the Connection Offer that was basis of the contractual agreements between the parties.

The Respondent asserts therefore, had Mr Bloom, acting reasonably in his capacity of solicitor, disclosed any the material facts, it would have become clear that MFC unlawfully circumvented the Lease and Energy Supply Agreement on the grounds of a payment demand for money that was disputed on substantial grounds and that indeed, no payment for energy supply has ever become due and that indeed, Mr Bloom himself was responsible for the demise of a wind turbine project that would otherwise have been successfully commissioned. The outcome of these findings, taken with the material non disclosure would most likely have resulted in the Order of 9th January 2017 being set aside.

On 19th September 2016, in hearing of a winding up petition debt of £21,400 by HMRC against the Company, MFC attended that hearing in support of HMRC's petition to wind up the Company as Creditor in the sum of £255,000. I refer to [EX 8](#), the submission made during that hearing.

No Court has made a determination as to the dispute between the parties or as to the sums MFC are claiming. The Respondent strongly refutes MFC's claim on the grounds that those payments are not and never have been.

The Respondent asserts it has a claim with a reasonable prospect of success in a damages claim exceeding £9,500,000 resulting from loss of revenue from the wind turbine project and the usual rules of set off apply.

The Respondent raises below further evidence of criminal conduct involving false representation demands of payment to the Official Receiver's Office in London against the Company:

----- Forwarded Message -----

Subject:Re: STATUTORY DEMAND

Date:Thu, 05 Jan 2017 14:11:01 +0000

From:Robin Bloom <rbloom@bulkhul.co.uk>

To:paul@empoweringwind.co.uk, Anthony.Campbell@insolvency.gsi.gov.uk,
mark.ellis@mfc.co.uk, Neil Bausor <neil.bausor@mfc.co.uk>

[Dear Mr Millinder,](#)

[I do not wish to repeat myself but as you have chosen to copy in Mr Campbell I will respond fully.](#)

[1. The debt proved in the Winding Up Petition was for the invoices delivered to the Company for rent and the payment in lieu of free electricity.](#)

[These sums were due under legally binding agreements. You have argued that Force Majeure applied and no payments were due. We have never accepted this and you chose not](#)

to challenge this through the courts. We have no reason to treat the sums as other than a debt due.

2. The sums you claim under the Statutory Demand relate to recovery of a payment your company made for an Option Fee and consequential losses you claim to have suffered. This is not a debt and clearly not a sum recoverable by Statutory Demand and Winding Up petition. If you feel, which is disputed, you have any claim this must be determined through the courts who would need to decide if we were in breach of contract and if so what sums were then due. Your behaviour is a clear abuse of process.

We will deal with any papers which are served in due course in the appropriate manner but you are on notice that we do not accept the validity of your claim and as such will hold you personally responsible for any abortive costs incurred.

Yours faithfully

Robin Bloom
Group General Counsel
The Gibson O'Neill Company Limited
DD +44 (0) 1642 236969 Mobile +44 (0) 7980 769 554

Paul Millinder <paul@empoweringwind.co.uk 05/01/2017 13:52 >>>

Dear Sirs,

Please find enclosed the Statutory Demand as it will be served to your office with photographic confirmation of service.

I know you have all the documents referred to in your possession. Hard copies are with the Demand for avoidance of doubt.

A copy of this Demand and the enclosures has been sent to the office of the Official Receiver who is copied to this email.

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

Yours sincerely,

Paul Millinder

Referring to the email from Mr Bloom also addressed to Mr Campbell of the Official Receiver's Office, I quote "The debt proved in the Winding Up Petition was for the invoices delivered to the Company for rent and the payment in lieu of free electricity. These sums were due under legally binding agreements. You have argued that Force Majeure applied and no payments

were due. We have never accepted this and you chose not to challenge this through the courts. We have no reason to treat the sums as other than a debt due.”

At that time, on 5th January 2017 Mr Bloom was unequivocally aware that any sums were disputed on substantial grounds, that he caused the project to fail by refusing to complete the Asset Sale Agreement, that the original invoice demand was disputed by the Company by return on 30th June 2015 and that the Company was engaging with the Official Receiver to obtain its right to file a damages claim at the High Court.

Mr Bloom stated that the debt was “proved in the winding up petition”, yet the submission made in hearing of the HMRC winding up petition on 19th September 2016 was as [Ex 6](#). No court has made a determination as to the dispute in question or the amounts in relation to that dispute and although MFC stated that the claim is disputed, the Respondent asserts that the Defendant has no legal basis to dispute the sum of the Statutory Demand and that had it not been for false representations and deliberate non disclosure, the facts contained in the Statutory Demand and its exhibits would have become clear to the Court.

Referring to an email from Mr Campbell at the Official Receiver’s Office dated 26th January 2017 below, the Respondent became aware that the original false representation made to the Official Receiver by MFC had increased inexplicably:

----- Forwarded Message -----

Subject:FW: Empowering Wind MFC Ltd - Confidential: MFC Claim

Date:Thu, 26 Jan 2017 14:36:01 +0000

From:Anthony.Campbell <Anthony.Campbell@insolvency.gsi.gov.uk>

To:Paul Millinder (paul@empoweringwind.co.uk) <paul@empoweringwind.co.uk>

Dear Mr Millinder,

Thank you for your e-mail.

I understand that you are considering applying for a rescission of the winding up order and would confirm that Middlesbrough Football Club have advised that they are owed £541,308. This is based on their original claim of £255,000 plus a balance of £285,039 representing lost rental and free supply of electricity for the period from 25 June 2015 until the date of the winding-up order. The original claim plus the balance of £285,039 do not add up to £541,308 but to £540,039 so their claim has been amended down until such time as any formal proof of debt is submitted.

I would point out that creditors , including Middlesbrough Football Club , have not been asked to submit a proof of debt. Creditors are only invited to submit a proof of debt if a meeting to appoint a liquidator other than the official receiver is arranged or if sufficient funds are available to enable a dividend to be paid to creditors. It is only at these stages that either the chairman of the meeting considers the claims submitted by creditors to determine whether they should be admitted for voting purposes or the official receiver as liquidator determines whether the claim should be admitted for the payment of a dividend. If considered necessary the creditor will then be asked to provide further information to support their claim.

If you consider that a fraud has been committed by Middlesbrough Football Club in connection with its dealings with the company I would suggest that you report the matter to the police. As

discussed in a previous telephone conversation if you believe that the company has a claim against Middlesbrough Football Club the right of action can be assigned to a third party for consideration but the official receiver would first need to be put in funds to take legal advice to confirm that the action does vest in the liquidator and does have merit.

Regards

Anthony Campbell | Insolvency Examiner | The Insolvency Service – Delivering economic confidence

In February 2017, Mr Gill, a solicitor of Bond Dickinson acting for MFC made a further false representation to the Office of the Official Receiver in the form of [EX 7 – Proof of Debt to the Office of the Official Receiver](#). This matter is now under investigation by Northumbria Police.

The matters reported on 9th January 2017 are being investigated by Cleveland Police. The Respondent is currently awaiting conclusions of an investigation completed by Detective Sargent King of Cleveland Police Economic Crime Unit Fraud Investigation.

I refer to the Fraud Act 2006:

2 Fraud by false representation

(1) A person is in breach of this section if he—

- (a) dishonestly makes a false representation, and
- (b) intends, by making the representation—
 - (i) to make a gain for himself or another, or
 - (ii) to cause loss to another or to expose another to a risk of loss.

(2) A representation is false if—

- (a) it is untrue or misleading, and
- (b) the person making it knows that it is, or might be, untrue or misleading.

(3) “Representation” means any representation as to fact or law, including a representation as to the state of mind of—

- (a) the person making the representation, or
- (b) any other person.

(4) A representation may be express or implied.

(5) For the purposes of this section a representation may be regarded as made if it (or anything implying it) is submitted in any form to any system or device designed to receive, convey or respond to communications (with or without human intervention).

3 Fraud by failing to disclose information

A person is in breach of this section if he—

(a) dishonestly fails to disclose to another person information which he is under a legal duty to disclose,
and

(b) intends, by failing to disclose the information—

(i) to make a gain for himself or another, or

(ii) to cause loss to another or to expose another to a risk of loss.

4 Fraud by abuse of position

(1) A person is in breach of this section if he—

(a) occupies a position in which he is expected to safeguard, or not to act against, the financial interests of another person,

(b) dishonestly abuses that position, and

(c) intends, by means of the abuse of that position—

(i) to make a gain for himself or another, or

(ii) to cause loss to another or to expose another to a risk of loss.

(2) A person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act.

5 “Gain” and “loss”

(1) The references to gain and loss in sections 2 to 4 are to be read in accordance with this section.

(2) “Gain” and “loss”—

(a) extend only to gain or loss in money or other property;

(b) include any such gain or loss whether temporary or permanent;

and “property” means any property whether real or personal (including things in action and other intangible property).

(3) “Gain” includes a gain by keeping what one has, as well as a gain by getting what one does not have.

(4) “Loss” includes a loss by not getting what one might get, as well as a loss by parting with what one has.

6 Possession etc. of articles for use in frauds

(1) A person is guilty of an offence if he has in his possession or under his control any article for use in the course of or in connection with any fraud.

(2) A person guilty of an offence under this section is liable—

- (a) on summary conviction, to imprisonment for a term not exceeding 12 months or to a fine not exceeding the statutory maximum (or to both);
- (b) on conviction on indictment, to imprisonment for a term not exceeding 5 years or to a fine (or to both).
- (3) Subsection (2)(a) applies in relation to Northern Ireland as if the reference to 12 months were a reference to 6 months.

7 Making or supplying articles for use in frauds

- (1) A person is guilty of an offence if he makes, adapts, supplies or offers to supply any article—
 - (a) knowing that it is designed or adapted for use in the course of or in connection with fraud, or
 - (b) intending it to be used to commit, or assist in the commission of, fraud.
- (2) A person guilty of an offence under this section is liable—
 - (a) on summary conviction, to imprisonment for a term not exceeding 12 months or to a fine not exceeding the statutory maximum (or to both);
 - (b) on conviction on indictment, to imprisonment for a term not exceeding 10 years or to a fine (or to both).
- (3) Subsection (2)(a) applies in relation to Northern Ireland as if the reference to 12 months were a reference to 6 months.

11 Obtaining services dishonestly

- (1) A person is guilty of an offence under this section if he obtains services for himself or another—
 - (a) by a dishonest act, and
 - (b) in breach of subsection (2).
- (2) A person obtains services in breach of this subsection if—
 - (a) they are made available on the basis that payment has been, is being or will be made for or in respect of them,
 - (b) he obtains them without any payment having been made for or in respect of them or without payment having been made in full, and
 - (c) when he obtains them, he knows—
 - (i) that they are being made available on the basis described in paragraph (a), or
 - (ii) that they might be,but intends that payment will not be made, or will not be made in full.
- (3) A person guilty of an offence under this section is liable—

(a) on summary conviction, to imprisonment for a term not exceeding 12 months or to a fine not exceeding the statutory maximum (or to both);

(b) on conviction on indictment, to imprisonment for a term not exceeding 5 years or to a fine (or to both).

(4) Subsection (3)(a) applies in relation to Northern Ireland as if the reference to 12 months were a reference to 6 months.



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CR-2017-008690

Date: 26 October 2017

Dear Mr Millinder,

I write further to your emails and documents asking the Attorney General to consider bringing contempt proceedings in respect of statements made in the course of litigation that you believe to be false.. It was not clear who you wished proceedings to be considered against but from the documentation it appeared to be: (i) Jeremy Bloom, (ii) Middlesbrough Football and Athletic Company limited; and (iii) the Gibson O'Neill Company,

The Solicitor General has now considered the matters set out in your emails and documents, but has decided that it would not be appropriate to instigate contempt proceedings in this case.

In making his decision, the Solicitor General has borne in mind that, for contempt proceedings to succeed, the Court would need to be satisfied beyond reasonable doubt that any of the parties noted above, deliberately made false statements. Although he appreciates the time you have taken to set out why you consider various matters to have been false, he is not satisfied that there is sufficient evidence to discharge this heavy burden of proof. This is particularly so in circumstances where there is no record of any of the matters you have highlighted being found to be false by the Judge who dealt with the matter.

I am sorry that this is not the decision you were hoping for. Nonetheless, the Solicitor General is grateful to you for bringing this matter to his attention.

Civil Procedure Rule r.81.18 provides that a committal application in relation to a false statement of truth may also be made with the permission of a single judge of the High Court. You may wish to consider this route if you are unhappy with the Solicitor General's decision.

Yours sincerely,

Lindy Foyle
Legal Trainee

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Mr Robert Buckland QC MP
Office of the Attorney General
5 -8 The Sanctuary
London
SW1P 3JS

Ref: **Application for Committal in Contempt of Court – Hearing by Mr Justice Arnold at the High Court at 10.30AM on 9th January 2017**

Dear Mr Buckland,

14th November 2017

I write following your letter dated 26th October 2017 and after having taken further advice, I write to set out my fundamental concerns in relation to your response.

It is in the public interest to prosecute where a High Court Judge is deliberately misled, particularly so in ex-parte proceedings where solicitors owe a duty of full and fair disclosure to the Court. In this respect, material non-disclosure is, in my opinion the same tort of deceit as a misleading witness statement, however in this case, we have both misleading witness statements and case critical material information being withheld from ex-parte proceedings. This is deceit against the Court rather than deceit against me or my Company and can be nothing other than contempt of Court.

I would like to confirm, at the time of writing this I am finalising the application to Court against the Official Receiver. The reason I raised the additional matters where MFC and their solicitors made three random false misrepresentations to the Office of the Official Receiver is because in fact this deceit is linked to the same case and after the parties involved were all acutely aware that any such claim is disputed on genuine and substantial grounds. It would be fairly obvious that the claim is disputed, given the ex-parte injunction hearing they attended on 9th January 2017, combined with the fact that Jeremy Robin Bloom is former senior partner of Bond Dickinson and Bond Dickinson completed that very same Option Agreement, Lease, Energy Supply Agreement and the Connection Deed (also deliberately withheld from ex-parte proceedings) from October 2012 when we started the project and throughout the dispute in 2015, resulting in MFC refusing the connection.

I respectfully request that you review and reconsider the position in relation to the particulars within this letter and I ask that you please come back to me with a detailed and comprehensive response with your rationale.

My sole intention was to build and operate a wind turbine at the Stadium, it was to be Europe's first wind powered football stadium" and should have been good for all involved. I was in advanced discussions with Stadium of Light and Man City who both expressed interest and were awaiting completion of the MFC project. I invested over £700k in the project, only to be deceived, to have my business reputation damaged substantially and to be left with over 4 years work in developing the project down the drain for no reason other than the fact these people believed they could get away with ripping me off "with a legal spin on it", leaving me with no wind turbine, £700k down and a subsidiary in liquidation, then with those responsible for those losses, to represent themselves as creditors.

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

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

I will not tolerate deceit, I have always maintained my integrity of being honest and truthful in my dealings, I could not say the same for my counterparties. I have the evidence to prove it and I will do so. Justice should not be "subject to status in society".

I have been let down and misled by the Insolvency Service, the very Official Receiver that is supposed to be acting in the best interests of creditors, I find to be, I allege colluding with Bond Dickinson to uphold a completely illogical £4.1m proof of debt that has been accepted for voting purposes, prior to the Official Receiver being presented with two further proofs of debt, firstly in the sum of £255k, then of £541,308 later increased to over £4m. Some inflation do you not consider? Yet the Official Receiver has accepted that proof for voting purposes, even though he knows it is false. Quite what is going on I just do not know, all I do know is I am not easily fooled and I am 100% confident the Judge won't be either.

The Official Receiver has, I allege, also demonstrated an utter disregard for the very Insolvency Rules he is supposed to be upholding, hence the matters of MFC misleading the Court, then going on to mislead the Official Receiver, as well as me, is, in my opinion rather material and could, in my opinion be described rightfully as aggravating factors that are clearly in the public interest to prosecute. Quite why I am at this stage being left to do it singlehandedly is most unreasonable, however I will not be dissuaded in any way shape or form from bringing these people to justice.

A copy of this letter, along with your initial response will be filed with the application in related matters against the Official Receiver. I will further proceedings with an application for committal against the Defendants if necessary after review of your response in line with those forthcoming proceedings.

If it were not to change, it would be my intention to formally challenge your decision as a matter of principle given that the Attorney General owes a public duty to prosecute cases where a High Court Judge is deliberately misled.

Solicitors owe a duty of care to the Court in maintaining full and fair disclosure at all times and particularly so during ex-parte proceedings.

It is obvious that withholding 172 pages of witness exhibit when that information clearly demonstrates the reason for the failure was entirely through the actions of MFC is dishonest, to then go on to mislead the Official Receiver (or, as I allege, to collude with him) is not only dishonest, it is outright recklessness and I am personally going to bring these people to justice irrespective of their status in society.

The Official Receiver is an officer of the High Court and the same rules apply when solicitors intervene in process under the Insolvency Rules 2016. Solicitors owe a duty to maintain honest conduct and not to mislead.

I refer to an email from Jeremy Robin Bloom, intended to mislead the Official Receiver's Office into believing that the first proof of debt by Middlesbrough FC was "proved in the winding up petition". Mr Bloom was clearly aware that no such debt was ever proved in the HMRC Winding Up Petition for £21,400 and no such debt has ever been presented to any Court. The Statement below is also therefore false and deliberately misleading;

E-mail from Jeremy Robin Bloom dated 5th January 2017 14:11PM;

Dear Mr Millinder,

I do not wish to repeat myself but as you have chosen to copy in Mr Campbell I will respond fully.

1. The debt proved in the Winding Up Petition was for the invoices delivered to the Company for rent and the payment in lieu of free electricity. These sums were due under legally binding agreements. You have argued that Force Majeure applied and no payments were due.

We have never accepted this and you chose not to challenge this through the courts. We have no reason to treat the sums as other than a debt due.

2. The sums you claim under the Statutory Demand relate to recovery of a payment your company made for an Option Fee and consequential losses you claim to have suffered. This is not a debt and clearly not a sum recoverable by Statutory Demand and Winding Up petition. If you feel, which is disputed, you have any claim this must be determined through the courts who would need to decide if we were in breach of contract and if so what sums were then due. Your behaviour is a clear abuse of process.

We will deal with any papers which are served in due course in the appropriate manner but you are on notice that we do not accept the validity of your claim and as such will hold you personally responsible for any abortive costs incurred.

Yours faithfully

Robin Bloom

Group General Counsel

The Gibson O'Neill Company Limited

DD +44 (0) 1642 236969 Mobile +44 (0) 7980 769 554

I would like to start by addressing why the information that Jeremy Robin Bloom, a solicitor acting as General Legal Counsel for Gibson O'Neill Company Ltd and Middlesbrough Football Club ("MFC") withheld from the ex-parte hearing was material;

1. I refer to the Connection Offer between Empowering Wind MFC Ltd ("EWMFC") and Northern Powergrid. You will note it is condition precedent to the Connection Offer that Customer (MFC) takes ownership of certain components within its substation so as to establish the connection for the wind turbine. The Connection Offer was withheld from proceedings;
2. The Northern Powergrid / MFC Asset Sale Agreement for making the connection dated February 2015 was unsigned by MFC. This document was key in proving that MFC refused to sign this fundamental Agreement so that the connection for the wind turbine could be established. It was MFC's refusal to complete this document that "killed the project".

The Asset Sale Agreement was withheld from proceedings.

3. The Planning Decision Notice demonstrated that the planning condition prevented the turbine from operating until a system (that still does not exist on today's date) was implemented. The Accompanying Statement demonstrated that implementation of such a system is beyond reasonable control of Tenant and in fact the entire position transpired to be ultra vires, as it was proven, after my lobbying with senior officials at the CAA, that the planning condition could be removed with no risk to air safety and therefore same condition served no purpose in planning. These documents were material because they prove in fact that contrary to Mr Bloom's comments (which I will move on to later in analysis of his witness statement), the eventual planning decision and the Accompanying Statement I submitted with the application to withdraw the condition (after nearly 12 months of trying to implement the radar mitigation with BT PLC and Peel) demonstrated in fact that the Applicant had done what was required to have discharged the planning condition in September 2013, the senior planning officer was minded to do so, however she did not do so due to an inconclusive objection by Peel Holdings on the grounds of "possible degradation to primary radar returns", however such objections were not construed in accord with CAA CAP 764 (Policy and Guidance on Wind Farms for Aviation Stakeholders). Very few would have had the expertise to have overcome what was a highly contentious technical and legal matter clearly beyond reasonable control of Tenant. It is also material that in fact MFC provided absolutely no support whatsoever in overcoming this matter (due to their existing relations with the Airport), hence you may note my barrister also refers to a fundamental breach of the Lease in this regard.
4. The Board Minutes of Assignment dated 29th June 2015 were material because that document was one of the many witness exhibits deliberately withheld by Mr Bloom, yet that document is also clearly referred to on the Statutory Demand. This document is material because it shows that the Directors made a written assignment of the funds invested in the project for purposes of collecting that debt from MFC when they gave notice to unlawfully forfeit the Lease after refusing the connection that was sole purpose of the contracts (but co-incidentally not the Energy Supply Agreement – I refer to the 3 random false misrepresentations made to the Official Receiver stemming from it, hence we know the answer, because Mr Bloom in his naivety believed he could then go on to invoice us for energy supply). I made my contracts conditional, hence I was more than content when MFC demanded I paid them £255k for the delay caused by the unlawful planning condition, to offer to deposit the sum in Escrow pending resolution by an independent arbitrator in

accord with the Lease, that however could not happen because from February 2015 MFC then refused the fundamental Connection Agreement and without a connection the wind turbine is useless, hence I use the analogy that they literally “killed the project” when it was ready to complete after demanding I paid £255k that was not even owed.

5. Mr Bloom’s statements in terms of the “Tenant being able to have done more to have resolved the matter” were in fact also untrue, because we went to very substantial lengths and succeeded in removing the condition despite Peel Holdings (owners of the Airport) attempts to sustain it on what later transpired to be financially motivated grounds and nothing more.

The fact that I had been misled firstly by completing the Lease and paying the Club £200k when it later became clear that MFC had no intention of installing a wind turbine correlates with misleading the Judge and when Middlesbrough FC and Bond Dickinson later submitted three false misrepresentations to the Office of the Official Receiver, an Officer of the Court.

I will explain in a little further detail why the first claim for £255,000 is false, that explanation is identical for the second and third false misrepresentation;

- A. The purpose of the Energy Supply Agreement was to supply energy via the grid connection arrangement that was pre-agreed between the parties six months prior to EWMFC exercising its Option and Completing the Lease, then later, on 7th November 2013, the Energy Supply Agreement. MFC refused to complete the Northern Powergrid Agreement for making the connection. Without a connection the wind turbine cannot operate, it cannot deliver power to the grid and neither can it power the stadium under the terms of the Energy Supply Agreement. The actions of the Landlord in refusing to co-operate with Northern Powergrid was direct cause in preventing the Tenant from performing on its contractual obligations. The parties, including Mr Bloom and Messrs Bond Dickinson were aware that I called upon the Force Majeure provisions in March 2015 and that any delay from February 2015 was an act of Force Majeure beyond reasonable control of Tenant in accord with those operative provisions within the Lease and the Energy Supply Agreement;
- B. The Defendants were therefore acutely aware that any such sum was disputed on genuine and substantial grounds. In March 2015, Michael Brown of Bond Dickinson was acting for the Club at that time and Mr Bloom was my counterparty to the “dispute” after demanding I paid a further £255k that was not owed. Mr Bloom made further reference to the Force Majeure position in his message of 5th January 2017. Interestingly, but unsurprisingly, that Force Majeure position is still yet to be resolved by the Courts, primarily because MFC has been frustrating my subsidiary’s insolvency for the last 12 months with these various false proofs of debt. I am also of the understanding that such damages claim can be filed as soon as practically possible within six years, hence the matter of Force Majeure in its operative provision is yet to be resolved by the Courts, although the fact that no payment can possibly be due under the Energy Supply Agreement is also fundamental to this case;
- C. I seek not to only rely on the fact that the delay was beyond reasonable control of Tenant, but the fact that no payment could possibly become due for energy supply payments because MFC refused the connection. Any Payment for Energy Supply is conditional upon, full satisfaction of, the Connection Agreement and, Commissioning. The Start Date is the date from which the Conditions Precedent in Clause 2 are satisfied;

There was no Start Date, because MFC refused that fundamental connection for the wind turbine into Customer Owned Substation Assets and same connection was the only way in which the turbine could operate;

MFC and Bond Dickinson were acutely aware of this position prior to making those submissions to the Official Receiver and prior to the hearing of 9th January 2017. Michael Brown of Bond Dickinson requested a copy of the same Connection Offer prior to completing the Energy Supply Agreement and the Connection Deed on 7th November 2013 in full knowledge that the Connection Offer Terms, the Connection Deed and the Energy Supply Agreement were inextricably linked in that one cannot be performed on without the other;

- D. The enclosed Proof of Debt in the sum of circa £4.1m submitted by Julian Gill of Bond Dickinson on 2nd February 2017 is a false misrepresentation because only £80,209.95 of the £4,111,874.75 is sought pursuant to the Lease, whereas the amount in dispute prior to March 2015 was £255,000 and Mr Bloom agreed in principle to that sum being deposited in Escrow as offered by the Claimant.

Both MFC and Bond Dickinson clearly knew that there was no “Start Date” being the date from which the conditions in clause 2 are satisfied and on the balance of probabilities, Bond Dickinson knew, as well as Mr Bloom did, that any such claim was disputed then on genuine and substantial grounds and it would therefore be wholly inappropriate to raise a demand for such sums until that matter was resolved by the Courts. If I adopted an identical position, I would raise an invoice for the £9.2m claim the Company has against MFC (clearly it would be unacceptable to do so until same proceedings were concluded). Julian Gill was party to the discussions prior to and during the ex-parte proceedings on 5th and 6th January 2017. Julian Gill was acutely aware of the position prior to making this further submission to the Official Receiver on 2nd February 2017.

I now move on to Mr Bloom’s Witness Statement dated 9th January 2017;

Exhibit JRB1 is a copy of the submission of material information with Mr Bloom’s witness statement. It becomes clear from a copy of this submission that material information was not put before the Court. The list of documents Mr Bloom failed to disclose are listed (although not in complete form – there is further non-disclosure) within the Penningtons Manches LLP letter dated 11th January 2017, constituting over 172 pages of witness information with the Statutory Demand subject to ex-parte proceedings, being withheld.

I refer you back to the Statement of Particulars, page 3, I provided with the bundle of documents where I defined how Mr Bloom has made misleading and false statements.

The Defendants have ridden roughshod over our legal system and it would appear, due to their financial or other status, those that should act to prosecute are not. This is not justice, it is in fact in my opinion, corruption and it appears, after my comprehensive investigations, that the justice system is being overridden by the Defendants and their supporters, including Cleveland Police, when those parties are in fact duty bound to have acted on these crimes that are fundamentally in the public interest to prosecute.

I request that you respond to this letter with your detailed rationale in failing to act upon the fundamental particulars of this case.

I have CC'd the Honourable Mr Justice Arnold's Clerk to this letter with whom I wrote to previously in relation to this criminal non-disclosure and that misleading witness statement. It would be very helpful to have your response prior to the hearing date, which I am aiming to be on 6th December 2017.

My contention and in concluding that your Office has made an oversight focuses primarily on the fundamental position on the Grid Connection Agreement. Jeremy Robin Bloom failed to disclose both the **Connection Offer** and the **Northern Powergrid Asset Sale Agreement - NPG Asset Sale MBC 200115 CL**. It is material in proving deliberate intent to mislead that Mr Bloom also withheld the email chain **EX 5 -09.11.12 MFC Qs on Grid Configuration**; because that email chain would have demonstrated that Mr Bloom himself was acutely aware of this fundamental requirement of the project in November 2012, over six months prior to the parties (Empowering Wind MFC Ltd and Middlesbrough FC) completing the Lease on 17th June 2013 and later, on 7th November 2013, the Energy Supply Agreement on the basis that the same connection for the wind turbine had been completed.

I am absolutely certain, if roles were reversed and I had behaved anywhere near as recklessly as Middlesbrough FC and their connected parties have over the last 12 months, I would be in prison by now.

I trust my letter further outlines matters in sufficient detail and I look forward to hearing from you at your earliest possible convenience.

Yours sincerely,



Paul Millinder



CR-2017-008690

----- Forwarded Message -----

Subject: Listing request - MFC Case & Cleveland Police matter

Date: Tue, 4 Jul 2017 13:24:47 +0100

From: Drewett, Pauline <Pauline.Drewett@hmcts.gsi.gov.uk>

To: 'Paul Millinder' <paul@empoweringwind.co.uk>, peter.morgan.2671@northumbria.pnn.police.uk, peter.morgan.2671@northumbria.pnn.police.uk, Tony Hannon <Tony.Hannon@insolvency.gsi.gov.uk>, GOODWILL, Robert <robert.goodwill.mp@parliament.uk>

Dear Mr Millinder.

Mr Justice Arnold acknowledges your email but he has no further comment to make.

regards

Pauline Drewett
Clerk to Mr Justice Arnold

From: Paul Millinder [mailto:paul@empoweringwind.co.uk]

Sent: 03 July 2017 09:14

To: Drewett, Pauline; peter.morgan.2671@northumbria.pnn.police.uk; Tony Hannon; GOODWILL, Robert

Subject: **completed** Listing request - MFC Case & Cleveland Police matter

Importance: High

Dear Mrs Drewett,

Following my correspondence in forthcoming action against Middlesbrough Football Club, Gibson O'Neill and Bond Dickinson I must also advise that I am taking written advice from senior counsel in the proposed action against Cleveland Police for withholding witness information from DI Chris Glover at City of London Economic Crime Unit Inspectorate.

I am dumbfounded by Cleveland Police for behaving in this way, nearly as much so as I am with MFC and their solicitors for misleading the Judge and withholding information.

I came to Cleveland Police to get justice. I was advised by the Official Receiver to do so "if I had reason to believe a fraud had been committed". I knew a fraud was committed firstly when I found out, on 9th January 2017, that Mr Bloom had withheld a substantial part of the witness information contained with the Statutory Demand served at their Registered Office on 6th January 2017. The conduct of that ex-parte hearing is, I strongly believe, quite categorically, deliberate non disclosure of material particulars by a solicitor when required to do so.

What happened subsequently, with various random submissions to the Official Receiver by MFC and its solicitors, when they had full knowledge of the full background, is a complete injustice and I strongly believe that this unlawful circumvention of the insolvency process was done with intent to further frustrate my position in obtaining my right of action to claim damages against MFC.

I had no intention of getting caught up in any of this. My sole intention was to build and operate a wind turbine, however I will not tolerate being treated in this way and I have 100% confidence in the Court that Justice will finally be served after this hearing.

Edmund Robb, my barrister who prepared the written advice on my claim against MFC is now reviewing the papers in these specific matters. I will contact the Official Receiver and find out what he proposes to do about getting the case listed. As explained previously, I am happy to pay the court fees in advance to save racking up any expense on the Official Receiver in this matter. I will confirm once I have established the Official Receiver's position.

Quite why the Official Receiver has not acted on the matters I have been raising since September last year also seems somewhat illogical to me.

I kindly ask that you put this email chain in front of the honourable Mr Justice Arnold in advance of the hearing.

Many thanks and I look forward to hearing from you.

Yours sincerely,

Paul Millinder;

----- Forwarded Message -----

Subject:Re: Lastly - a few personal comments -- for the record

Date:Mon, 3 Jul 2017 08:21:04 +0100

From:Paul Millinder <paul@empoweringwind.co.uk>

To:Legal Services <Legal.Services@cleveland.pnn.police.uk>, SPITTAL, Iain (P2439) <iain.spittal@cleveland.pnn.police.uk>

Dear Sirs,

Following my last email I write to further round the position off re the forthcoming trial against MFC, Gibson O'Neill and Bond Dickinson -

When a solicitor misleads the Court - this is one of the most serious breaches of duty - a solicitor owes a duty of full and fair disclosure to the court.

When a solicitor makes a false representation to an Officer of the Court, the same as above applies.

When a false representation is made to an Officer of the Court in a sum exceeding £1m, that is, for all intents and purposes, a serious fraud. When taken in context with deliberate non disclosure of material particulars at that ex-parte hearing of 9th January 2017 and with Bloom misleading me into parting with substantial amounts of money under false pretense and with solicitors committing those offences, we have a very serious matter for the Judge.

Given that I completed all of the work (by outlining in very clear terms the particulars of these offences), I do consider it to be an absolute disgrace that Cleveland Police has failed to act on these crimes that are fundamentally in the public interest. Preserving the Justice System is clearly in the public interest and that applies both to misleading the Judge and Cleveland Police withholding witness information from City of London Police.

DI Bell made it very clear that he sought to rely on the outcome of that peer review, but at the same time, made various admissions that indeed information was withheld by (dropdead date x).

DS Earl then refused mandatory referral to the IPCC.

There are some outstanding questions in my email of 30th June at 07:16AM. It may be useful if you consider rounding these off so that I can understand your rationale prior to Court. I am pressing ahead.

Yours sincerely,

Paul Millinder;

On 30/06/2017 17:19, Paul Millinder wrote:

> Dear Sirs,

>

> Lastly, I must add my own personal statement, for the Court;

>

> I came to Cleveland Police on 9th January 2017 after reporting an
> issue in respect of a fraudulent misrepresentation in the sum, then
> understood to be £541,308, lodged by a solicitor, at the Office of the
> Official Receiver in the form of an "initial proof of debt".

>

> I came to Cleveland Police because I knew it was illegal to mislead
> the Judge and to withhold witness information from the Court. I also
> knew it was illegal to submit a false misrepresentation to the
> Official Receiver.

>

> I had an uphill struggle with Cleveland Police from the outset. There
> has been various conflicting statements (as referred to in the
> particulars) and I later find that their investigation is reliant upon
> a Police peer review by DI Chris Glover of City of London ECU
> Inspectorate and discovered that the Police had withheld witness
> information from City of London.

>

> I strongly believe Police were using their best endeavours in using

> various tactics to avoid bringing those responsible for crime to justice.
>
> Cleveland Police has failed to respond to my substantive points and
> questions made in alternative dispute resolution and I therefore put
> this matter before the Court.
>
> Yours sincerely,
>
> Paul Millinder
>

--
Paul Millinder
Chief Executive

Tel: +44 (0)203 286 2236
Fax: +44 (0)207 495 7021

E-mail: info@empoweringwind.co.uk
Web: www.empoweringwind.co.uk

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----- Forwarded Message -----

Subject:RE: Legally Privileged -- NOTICE TO SOLICITORS REGULATION
AUTHORITY --- At the High Court / CR- 2017 -008690- Sealed - Cleveland Police
Matter

Date:Mon, 20 Nov 2017 13:39:36 +0000

CR-2017-008690

From:Fraud <Fraud@sra.org.uk>

To:Paul Millinder <paul@empoweringwind.co.uk>

Dear Mr Millinder,

Thank you for the emails.

The matter you reported, SRA Reference - POL/1192334-2017, is not being
considered by the Intelligence Unit of the SRA at - fraud@sra.org.uk

Our Risk Assessment Team are dealing with your matter

You should send any further emails only to – report@sra.org.uk

Regards,

Steve Colley,

Fraud Intelligence Officer

The Intelligence Unit

Internal Extension - 6582

Phone: 0370 606 6575

Fax: 0121 643 1727

The Cube, 199 Wharfside Street, Birmingham B1 1RN
www.sra.org.uk

----- Forwarded Message -----

Subject:Legally Privileged -- NOTICE TO SOLICITORS REGULATION AUTHORITY ---
At the High Court / CR- 2017 -008690- Sealed - Cleveland Police Matter

Date:Mon, 20 Nov 2017 13:17:48 +0000

From:Paul Millinder <paul@empoweringwind.co.uk>

To: Fraud <fraud@sra.org.uk>, peter.morgan.2671@northumbria.pnn.police.uk,
robert.goodwill.mp@parliament.uk, greg.clark.mp@parliament.uk, Andrew Lindsay
<Andrew.Lindsay@luptonfawcett.law>, AGO Correspondence
<Correspondence@attorneygeneral.gov.uk>, fieldm@parliament.uk
<fieldm@parliament.uk>

Solicitors Regulation Authority,

Perhaps you can also provide me with some answers. The conduct from various parties, the roles of which are supposed to be primarily, preserving the public interest, have abused those positions in the hope this is all going to go away. It is an absolute sham and a disgrace.

Please refer to the emails outstanding, that have been for quite some time. why is that?

I enclose one such email, dated 1st November 2017 below.

You had best also come up with some very clear rationale.

Regards,

Paul Millinder;

----- Forwarded Message -----

Subject: Re: Private and confidential - In preparation for my call with Mr Baines

Date: Wed, 1 Nov 2017 13:05:46 +0000

From: Paul Millinder <paul@empoweringwind.co.uk>

To: Report@sra.org.uk <Report@sra.org.uk>

Dear Sir,

I have reviewed your response and I am keen to understand the rationale for your decision, which I find to be somewhat illogical against the facts in this case. I write to include some bullet points in preparation for our call;

* There is no dispute - What gives you cause to consider that there is a dispute between Middlesbrough FC and I?

I ask this because the Energy Supply Agreement is a conditional contract and that there is no Start Date, because **the Start Date is the date upon which the conditions precedent in clause 2 are satisfied.** The fundamental terms of the conditional contract to which the proof of debt originates cannot be disputed because they were agreed and the contracts were completed.

The conditions precedent encompassed (full satisfaction of) the Connection Agreement and, Commissioning. I could get no satisfaction on either because without a connection the turbine could not operate and MFC refused to complete that Connection Agreement

(attached) with Northern Powergrid so that the connection for the turbine could be established.

the entire purpose of the project was for the turbine to deliver power to the stadium via the private 11KV network. MFC was clear on this and had agreed to do so 6 months prior to completion of the Lease from October - December 2012.

* Secondly, any payment under the Lease from February 2015 when MFC refused the connection is quite categorically an act of force majeure in a delay caused by the landlord themselves when that action went to the heart of the project and was clearly beyond reasonable control of Tenant, caused by the Landlord themselves.

* For the reasons above, I do not "feel the proofs of debt are false" I know with 100% certainty that they are false, actually on additional grounds that any such claim is disputed on genuine and substantial grounds (above) and literally for that reason, also because I have a substantial claim in set off. The parties knew any such claim was disputed on genuine and substantial grounds prior to MFC raining that demand dated 25th June 2015 (after refusing the connection) and therefore they had no legal position to raise a single invoice under those contracts, period and aside from the fact that no payment has ever fallen due for energy supply.

Mr Bloom at Middlesbrough FC is a solicitor, he is regulated by you and so are Bond Dickinson.

* You state " The firm are entitled to act on the instructions of its client, and we cannot prevent the firm from submitting a proof of debt form"

Are you implying therefore that if the instructions of its client are of dishonest and illegal intent, then the solicitors are permitted to break the law because they are acting on those instructions? This statement is a complete nonsense and would also, I consider, substantially undermine the SRA Code of Conduct you are supposed to advocate.

* By waiting for the outcome of ongoing investigations you are implying that indeed the SRA is not in independent investigatory body.

* Unfortunately, given my knowledge of the correct position in law (having taken advice from Counsel), I cannot begin to agree that you have carefully reviewed the case and I intend to challenge this decision unless satisfied with the responses from you following our call and subsequent ADR negotiations (if any).

Lastly, I must ask, are you a solicitor / barrister?

I look forward to hearing from you.

Kind regards,

Paul Millinder

----- Forwarded Message -----

Subject:At the High Court / CR- 2017 -008690- Sealed - Cleveland Police Matter

Date:Mon, 20 Nov 2017 12:30:52 +0000

From:Paul Millinder <paul@empoweringwind.co.uk>

To:BELL, Stephen (P1286) <Stephen.BELL@cleveland.pnn.police.uk>, STOKES, Michael (C8624) <Michael.Stokes2@cleveland.pnn.police.uk>, Legal Services <Legal.Services@cleveland.pnn.police.uk>, SPITTAL, Iain (P2439) <Iain.SPITTAL@cleveland.pnn.police.uk>, fieldm@parliament.uk, robert.goodwill.mp@parliament.uk, AGO Correspondence <Correspondence@attorneygeneral.gov.uk>, peter.morgan.2671@northumbria.pnn.police.uk

Dear Sirs,

Please see enclosed. I am still awaiting the responses I asked for. It will do you absolutely no favours whatsoever by failing to provide a detailed, well balanced response to my enquiries prior to Court.

I think you understand my views re Professional Standards and I also think you know why.

I would like someone to explain what this is all about and more importantly, did the instruction to "sweep matters under the rug" in this case come from the Crime Commissioner?

I ask this because there are links between the Defendants and that party, in fact as there are Ray Mallon the former Mayor (connected to the Airport whilst at the time residing as Mayor involved in various allegations of asset stripping and collusive activities), Middlesbrough Football Club, the Airport and the Council. You, Mr Spittal, were made aware of these particulars and the investigation in process quite some time ago. What did you do about it?

In fact, if I recall correctly, I sent the same report I sent to Mr Spittal also to the NCA and two senior Conservative MPs who had been assisting me in the uphill struggle I had been having with the project.

I think in fact the Crime Commissioner should appear at the related trial that may be coming.

I would guess you will hear from the Court / Attorney General's Office directly in these matters from here on. Although, those responses I asked for are fairly long awaited. I will get those answers, I assure you of that.

I am today, as sure of the position in law, as I was when I reported those offences to Cleveland Police on 9th January 2017 and as I was on 17th June 2013 when the Lease was completed and I paid Middlesbrough FC £200,000 on the basis that the connection had been agreed. I think you should reflect on the significance of that and in this related case, which could, as I assert, have been prevented had Cleveland Police not behaved in the way they have.

I look forward to hearing from you in due course.

Yours faithfully,

Paul Millinder

On 20/11/2017 10:07, BELL, Stephen (P1286) wrote:

> Mr Millinder I understand that you feel frustrated but all correspondents need to be submitted via Professional Stand as previously agreed,

>

> TDI 1286 Steve Bell

> POLIT, Economic and Cyber Crime Detective Inspector

> Crime and Justice Command

> Middlehaven Police Office

> Tel: 101 x 6840 > Mobile: 07740839108

> E-mail: stephen.bell@cleveland.pnn.police.uk

>

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> -----Original Message-----

> From: Paul Millinder [<mailto:paul@empoweringwind.co.uk>]

> Sent: 20 November 2017 09:50

> To: BELL, Stephen (P1286); STOKES, Michael (C8624); Legal Services;

> fieldm@parliament.uk; peter.morgan.2671@northumbria.pnn.police.uk

> Subject: Re: Read: Legally Privileged --- At the High Court / CR- 2017 - 008690- Sealed Exhibit 15 & the Peer Review..

>

> Mr Bell,

>

> I did not agree this. I refuse to deal with Professional Standards, I am interested in nothing they have to say, for the obvious reasons I need not repeat myself. I am not making a complaint, I withdraw it because I saw no merit in doing so and little point in the most corrupt force in the history of the UK "investigating itself".

>

> I am asking you, you will be in Court and you are the one responsible for "sweeping this under the carpet" The ball is in your Court I will not be asking twice. You are the officer responsible the case. There is too much "passing the buck" in Cleveland Police and appears to be zero accountability, you are accountable for your actions in law.

>

> Regards,

>

> Paul Millinder

>

>

> On 20/11/2017 09:30, BELL, Stephen (P1286) wrote:

>> Mr Millinder as previously agreed all correspondents will come from

>> Professional standards Michael Stokes,

>>

>> Regards

>>

>> TDI 1286 Steve Bell

>> POLIT, Economic and Cyber Crime Detective Inspector Crime and Justice

>> Command Middlehaven Police Office
>> Tel: 101 x 6840 > Mobile: 07740839108
>> E-mail: stephen.bell@cleveland.pnn.police.uk
>>
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>>
>>
>> -----Original Message-----
>> From: Paul Millinder [<mailto:paul@empoweringwind.co.uk>]
>> Sent: 20 November 2017 09:23
>> To: BELL, Stephen (P1286);
>> peter.morgan.2671@northumbria.pnn.police.uk; SPITTAL, Iain (P2439);
>> Legal Services
>> Subject: Re: Read: Legally Privileged --- At the High Court / CR- 2017 -
008690- Sealed Exhibit 15 & the Peer Review..
>> Importance: High
>>
>> DI Bell,
>>
>> I want some answers from you and fast. I would suggest you give me a
call to discuss it, before ensuring your rationale is put in writing for
the record as I had requested.
>>
>> It is your fault that the Official Receiver finds himself in this
position and it is your fault that you failed to act on crimes as serious
as misleading a High Court Judge.
>>
>> If I am not 100% satisfied with your response, you will find yourself at
the High Court as Defendant along with your CC. I need not explain more,
I am not going to.
>>
>> You also need to explain why you failed to provide me with a single
update on the peer review position in all this time.
>>
>> Yours faithfully,
>>
>> Paul Millinder
>>
>>
>> On 20/11/2017 09:13, BELL, Stephen (P1286) wrote:
>>> Your message
>>>
>>> To: BELL, Stephen (P1286)
>>> Subject: Legally Privileged --- At the High Court / CR- 2017 -
008690- Sealed Exhibit 15 & the Peer Review..
>>> Sent: 18 November 2017 13:48:03 (UTC) Dublin, Edinburgh, Lisbon,
>>> London
>>>
>>> was read on 20 November 2017 09:13:14 (UTC) Dublin, Edinburgh,
Lisbon, London.
>> --
>> Paul Millinder
>> Chief Executive
>>
>> Tel: +44 (0)207 866 2401
>> Fax: +44 (0)207 495 7021
>>



EXHIBIT 15

Mr Millinder.

In regards to the emails that you have sent, the Judge has not read them as the case is not allocated to him. CR-2017-008690

Please do not send any further correspondence.

regards

Pauline Drewett
Clerk to Mr Justice Arnold and Mr Justice Warren

Pursuant to Practice Direction 510 (specifically the Practice Note to Paragraph 3.4(2) published 12 October 2016), it is no longer acceptable to file attachments (i.e. Witness Statements, Exhibits, Correspondence etc.) via email to be placed on the Court file.

These documents will need to be lodged through ce-filing.

More information can be found at www.ce-file.uk

From: Paul Millinder [mailto:paul@empoweringwind.co.uk]
Sent: 15 November 2017 10:52
To: Tony Hannon; Drummond, Claire; Gray, Kevin; peter.morgan.2671@northumbria.pnn.police.uk; correspondence@attorneygeneral.gov.uk; pm@litigio.co.uk; Drewett, Pauline
Subject: Evidence re Bond Dickinson ADR Attempts --- FAO Robert Buckland QC MP & Clerk to Mr Justice Arnold
Importance: High

Mr Hannon,

Please refer below to one further piece I will be presenting at the forthcoming hearing. You will recall, this is an email chain between Bond Dickinson and I in relation to these proceedings and the allegations in contempt of Court where I sought to raise the issues and address them by means firstly of alternative dispute resolution.

You were copied into all of those correspondences, although again it appears you failed to act even in light of the fact you were made acutely aware that neither MFC or Bond Dickinson could come anywhere close to being able to rationalise their conduct in relation to those three random proofs of debt and more particularly, how any payment could possibly be due under **Clause 3.4.2 - Commissioning**, of the Energy Supply Agreement in circumstances where their client refused that very same Agreement with Northern Powergrid for establishing the connection for the wind turbine.

My straight forward questions are, how could I get full satisfaction of the Connection Agreement when their client refused to complete that agreement so that the connection could be established in the first instance? I know you have previously wilfully refused to address anything to do with this fundamental point, so I am not expecting any answers from you Mr Hannon, this is for Bond Dickinson who were previously only too keen to make those 3 representations to your office.

1. When was the Start Date?
2. What about the operative provision of Force Majeure as to the delay caused by the Landlord with the clause in favour of Tenant when the Landlord refused the connection in February 2015?
3. What about the bundle of invoices dated 25th June 2015? What relevance do they have against the fact no payment could possibly be due under the Energy Supply Agreement and what about the operative provision of Force Majeure within the Lease in the same context?

It would be very helpful to have some answers from Bond Dickinson, or in fact, Mr Hannon or anyone else that may provide the answer. It would, unfortunately however, appear that both the Official Receiver and Bond Dickinson have run out of answers in this case, hence, BD will be summoned to this forthcoming hearing against the Official Receiver as Respondent given that I will be challenging the validity of their £4.1m false misrepresentation during proceedings and that this case is somewhat linked to that of 9th January 2017. Those proceedings will follow on from this hearing, as you will soon note.

I wanted to avoid litigation if at all possible, taking action against an officer of the court is somewhat complex, however you have, I allege, breached the very Insolvency Rules you are supposed to be advocating whilst acting against interests of legitimate creditors, hence why I had my barrister write to you (at no small cost) to address your conduct on a non-contentious basis. The fact you choose to ignore that also and completely disregard Counsel's opinion, combined with the matters you are aware of that you have also disregarded over the last 12 months, I will see you at Court.

I have as yet been unable to establish the status of the review being conducted by City of London Police, however they will be notified of my application against the Official Receiver in related matters. I will speak with DS Morgan to find out if he may have an update.

I have copied those at Bond Dickinson into this email by means of notice that the hearing I was asking the Official Receiver to call on is now in process and you can expect to receive notice of proceedings from the Court imminently. It may help your colleague at the Official Receiver's Office if you attend this hearing to help him quantify his position. I have reason to believe he is as unclear as you are as to coming up with any rationale.

Yours faithfully,

Paul Millinder;

----- Forwarded Message -----

Subject:Mr Gibson

Date:Tue, 4 Jul 2017 11:17:16 +0000

From:Drummond, Claire <Claire.Drummond@bond Dickinson.com>

To:paul@empoweringwind.co.uk <paul@empoweringwind.co.uk>

CC:Gray, Kevin <Kevin.Gray@bond Dickinson.com>

Dear Mr Millinder

Mr Gray is currently away from the office. Further to your email dated 30 June 2017, Mr Gibson is aware of your correspondence but will not be responding to you directly.

Please ensure that all correspondence in relation to this matter comes directly to me.

Yours sincerely

----- Forwarded Message -----

Subject:Private & Confidential: Alternative Dispute Resolution

Date:Fri, 23 Jun 2017 15:01:48 +0000

From:Gray, Kevin <Kevin.Gray@bond Dickinson.com>

To:paul@empoweringwind.co.uk <paul@empoweringwind.co.uk>

Dear Mr Millinder,

Your various e-mails addressed to Michael Brown, a partner in this firm, and Lucy Bremner, solicitor have been referred to me for attention in my capacity as Operational Risk Director.

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

Yours sincerely,

Kevin Gray

Operational Risk Director

Bond Dickinson LLP

Direct: +44 191 279 9163

Mobile: +44 7772 320747

Office: +44 345 415 0000

Follow Bond Dickinson:

www.bond Dickinson.com

----- Forwarded Message -----

Subject: RE: High Court Action - Formal request by Creditor -- List of parties for the Summons

Date: Tue, 27 Jun 2017 11:52:05 +0000

From: Gray, Kevin <Kevin.Gray@bond Dickinson.com>

To: Paul Millinder <paul@empoweringwind.co.uk>

CC: Tony Hannon <Tony.Hannon@insolvency.gsi.gov.uk>

Dear Mr Millinder,

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

Yours sincerely

Kevin Gray

Operational Risk Director

Bond Dickinson LLP

Direct: +44 191 279 9163

Mobile: +44 7772 320747

Office: +44 345 415 0000

Follow Bond Dickinson:

www.bond Dickinson.com

From: Paul Millinder [<mailto:paul@empoweringwind.co.uk>]

Sent: 27 June 2017 10:10

To: Tony Hannon; Anthony.Campbell; Gray, Kevin; Bremner, Lucy; Brown, Michael; BELL, Stephen (P1286); peter.morgan.2671@northumbria.pnn.police.uk; Andrew Lindsay; Ian.Davies; Drewett, Pauline

Subject: Re: High Court Action - Formal request by Creditor -- List of parties for the Summons

Importance: High

Dear Mrs Hallamore,

Sorry, there is a 12th to add to the List;

12. Paul Robert Stewart - Bond Dickinson (Defendant) that also made a statement to support Mr Bloom at that ex-parte hearing by Mr Justice Arnold of 9th January 2017 to which matters relate. - His Witness Statement is attached.

I will have the bundle of documents delivered in person to the Court and to your Office in preparation.

I look forward to hearing from you.

Yours faithfully,

Paul Millinder

On 27/06/2017 09:18, Paul Millinder wrote:

Dear Mr Hannon / Mrs Hallamore and Mr Campbell and all concerned,

Following my request of yesterday below I write to include the proposed list for the Summons and to be in attendance at the hearing;

Edmund Robb - Barrister - Prospect Law LLP acting for Earth Energy Investments LLP (Claimant) & Empowering Wind MFC Ltd (in Liquidation);

Andrew Lindsay - Partner - Lupton Fawcett LLP - Solicitor for Earth Energy Investments LLP & Empowering Wind MFC Ltd *in Liquidation (Solicitor of EEI and formerly Empowering Wind MFC Ltd in the MFC transaction);

1. Jeremy Robin Bloom - General Legal Counsel - MFC, Gibson O Neil (Defendant);
2. Julian Gill - Partner - Bond Dickinson (Defendant);
3. Michael Brown - Partner - Bond Dickinson (Defendant);
4. Lucy Bremner - Solicitor - Bond Dickinson (Defendant);
5. Kevin Gray - Solicitor & Director - Bond Dickinson (Defendant);
6. Steve Gibson - Director - Middlesbrough Football & Athletic (1986) Ltd and The Gibson O'Neill Company Ltd (Defendant);
7. Detective Inspector Stephen Bell of Cleveland Police (Witness);
8. Detective Inspector Peter Morgan of Northumbria Police (Witness);
9. Tony Hannon - Official Receiver - For Empowering Wind MFC Ltd in Liquidation (Witness);
10. Anthony Campbell - Official Receiver - For Empowering Wind MFC Ltd in Liquidation (Witness);
11. Paul Millinder - Director - Earth Energy Investments LLP (Parent Company) & Empowering Wind MFC Ltd (in Liquidation) (Claimant)

I am happy to pay, in advance any associated fees for the Summons and any appropriate Court fees so we are not racking up any expense on the Company in Liquidation. Clearly the parties will receive a copy of the papers in preparation for the hearing in advance. I am fairly certain of the outcome, therefore I will be claiming costs back for the case. I will make provision for any application for costs that may or may not be granted in these circumstances.

I look forward to hearing from you.

Regards,

Paul Millinder

On 26/06/2017 17:46, Paul Millinder wrote:

Dear Mr Hannon / Mrs Hallamore, Mr Campbell and all concerned,

I write with disclosure of the particulars in my complaint against Bond Dickinson. I write to request that the Official Receiver, as Officer of the Court, given that you cannot adjudicate in this matter, refers this email chain and the previous correspondence (full disclosure of particulars) is put before Mr Justice Arnold at the High Court for determination at trial.

I would like to raise a summons against all those concerned, to attend the hearing.

There is, as you know, a Police investigation in process. Therefore the trial must focus solely on the issue in question, which is the validity of the Proof of Debt in the sum exceeding £4.1m, to an Officer of the Court, by Julian Gill of Bond Dickinson, on 2nd February 2017.

I look forward to hearing from you as soon as possible.

Yours faithfully,

Paul Millinder;

----- Forwarded Message -----

Subject:Re: Private & Confidential: Alternative Dispute Resolution

Date:Fri, 23 Jun 2017 18:55:09 +0100

From:Paul Millinder <paul@empoweringwind.co.uk>

To:Michael Brown <michael.brown@bonddickinson.com>, Andrew Lindsay <Andrew.Lindsay@lf-dt.com>, Tony Hannon <Tony.Hannon@insolvency.gsi.gov.uk>, Anthony.Campbell <anthony.campbell@insolvency.gsi.gov.uk>, Gray, Kevin <Kevin.Gray@bonddickinson.com>, Bremner, Lucy <Lucy.Bremner@bonddickinson.com>

Dear Michael,

I note the response from Mr Grey. I see that you do not have the common decency or honour in responding substantively to my points, which are 100% accurate, valid legal points. That is noted. In the circumstances, probably not the smartest decision you have made. I was however progressing a form of ADR, prior to legal action, however your colleague does not want to so that is fine. My Grey behaves like Bloom, does not have the answers so instead, goes into denial, flying off with the accusation that I am being "agressive"?

I have never been aggressive, although your client has on several occasions acted in a way that would have provoked an aggressive response, however I have always refrained from smacking him in the mouth, as much as he deserves it, because unlike him and your colleague, I am acting within the law. I have been assertive, not aggressive.

Michael, if roles were reversed, would you be happy? Come on, I am asking you man to man to give me some answers. You and colleagues were full of them previously. Perhaps now is the time to quantify your position. I was, actually writing with your best interests at heart. I have no reason to dislike you as an individual, I don't. I was trying to extract you from what will undoubtedly be much worse to come by getting some honest answers. I believe Bloom is responsible for this conduct. I think perhaps you were just taking his word for it and acting on instructions.

Dear Mr Millinder,

Your various e-mails addressed to Michael Brown, a partner in this firm, and Lucy Bremner, solicitor have been referred to me for attention in my capacity as Operational Risk Director.

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

Yours sincerely,

Kevin Gray
Operational Risk Director

Dear Mr Millender,

I see no purpose in holding a dialogue when you are making serious and unfounded allegations about the conduct of this firm. While you of course are entitled to pursue any perceived wrong-doing, it is unfortunate that you choose to correspond in such an aggressive manner.

I would, though, make it clear that you are not a client of this firm and as such we have no contract with you. It is therefore not clear to me how we could have been negligent as we have been pursuing our client's instructions. Nevertheless, any letter before claim should be forwarded to me for attention.

Given that your firm has represented this completely illogical and false proof of debt with an Officer of the Court, I would have thought the least you could do was to respond substantively, with all copied in, so at least I could perhaps begin to understand your rationale. I do not care who responds, but I do expect some answers. It is not going to help your case any further by refusing attempts of ADR prior to litigation. I will get the answers anyway, in Court. It is up to you.

As for the criminal elements. I have made my point very clear. There is a substantial Police investigation in process and I will leave the Police to deal with those parts. I think I have covered the basis in sufficient detail. I have not copied Police into this correspondence. Because he has everything required, not because anything I say or have said is anything that I would not gladly justify in Court.

Given the set of circumstances, I consider that I am perfectly justified in describing those involved as idiots, I could come up with far stronger terminology, however that could be considered slanderous, it does not mean however the thought is not there.

I also consider you and your colleagues to be negligent to the highest order, because you honestly believed you could get away with treating me in this way and indeed, by failing to respond, you are making yourselves look like the idiots I think you are.

I will leave it for you to mull over.

Regards,

Paul

On 23/06/2017 11:52, Paul Millinder wrote:

Dear Michael,

One final point I must also at this stage raise with you. In your firm's letter dated 12th January 2017 (attached), in response to the letter from my side (Penningtons) raising the issue of non disclosure which had, by that time, been reported to Police, I must address in this email why those documents are material, in case you have not already picked it up from the email chain below;

1. The Minutes of Assignment of Earth Energy Investments LLP dated 29th June 2015 were material because they were quoted on the Statutory Demand form in relation to assignment of a debt by the Directors of a Limited Company constituting a valid assignment of a debt for the purposes of collecting that debt, meeting the criteria of The Law of Property Act 1935, Section 136 when MFC unlawfully circumvented those contracts;
2. The non disclosure of the Accompanying Statement, the MBC Complaint Response and the Planning Decision Notice were material because they demonstrated to the Court that the delay constituted an act beyond reasonable control of Tenant;
3. The various email chains referred to are material because they would have proven that Mr Bloom was involved in the open negotiations in arranging that same connection prior to the Company exercising it's Option, as early as October 2013;
4. The non disclosure of the Grid Connection Offer, the Connection Deed and the NPG Asset Sale Agreement between Northern Powergrid and Middlesbrough Football & Athletic (1986) Ltd and dated "February 2015") was material because had those documents been disclosed, it would have proven indeed MFC was solely responsible for the demise of the project, by refusing the same connection that was the very purpose of those contracts in the first instance.

I hope this provides all the clarification you need.

Regards,

Paul Millinder

NOTICE OF ATTENDANCE

CR-2017-008690

IN THE HIGH COURT OF JUSTICE

QUEENS BENCH DIVISION

District Registry

On Transfer from County Court

High Court Number

Claim Number

OUTSTANDING AMOUNT: £

NAME OF DEBTOR:

ADDRESS:

Creditor:

Reference:

DATE OF VISIT:

21 / 11 / 2017

Time:

10 : 17

ENFORCEMENT AGENT:

REFERENCE NUMBER:

DELIVERED BY HAND

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

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

TELEPHONE

07958 704347

IMMEDIATELY TO DISCUSS PAYMENT

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

Yours Faithfully,

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

Payment Methods24 hour automated credit/debit card service **0843 504 1607**24 hour online credit/debit card service: www.courtenforcementservices.co.ukLloyds Bank Sort Code **30-13-54** Account Number **4199 2068****50**

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

Creditor/Claimant
Middlesbrough Football and Athletic Company Limited
Debtor/Defendant
Earth Energy Investments LLP 277-281 Oxford Street London W1C 2DL

In the HIGH COURT OF JUSTICE	
Claim No.	CR2017000140
Creditor's/ Claimant's Ref.	
Debtor's/ Defendant's Ref.	6011336064
Date	24 November 2017

Part 1

Date of Judgment or order	16 January 2017
Total amount of judgment including any costs	£ 25000.00
Or	
Details of order for possession including any costs	
Total amount of interest accrued at the rate of 8% per day to date (if any)	

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

I request an order for enforcement in the High Court by

- ☒ Writ of Control
☐ Writ of Possession

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

Signed - (Creditor/Creditor's legal representative)
(Claimant/Claimant's legal representative)

24 November 2017 date

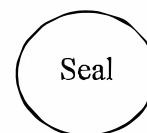
Part 2 (for court use only)

I Certify that this is a true exact of the court record in this case.

Order for enforcement in the High Court by

- ☐ Writ of Control
☐ Writ of Possession

made on (date) _____
An officer of the court



Please Note:

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

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

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

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

**In the High Court of Justice
Queen's Bench Division at**

High Court Enforcement Number

CR2017000140

277-281 Oxford Street
London
W1C 2DL

Date 24 November 2017

No. 53 - Writ of Control

In the High Court of Justice
Queens Bench Division
Bristol District Registry
High Court Claim No.
County Court Claim No. CR2017000140

Middlesborough Football and Athletic Company Limited - Claimant

Earth Energy Investments LLP - Defendant

SENT FROM THE COUNTY COURT BY CERTIFICATE DATED _____

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom of Great Britain and Northern Ireland and of Our other realms and territories Queen, Head of the Commonwealth, Defender of the Faith.

TO: *"Simon John Williamson, an enforcement officer authorised to enforce writs of control issued from the High Court."*

IN THIS CLAIM a Judgment or Order was made as set out in the Schedule.

YOU ARE NOW COMMANDED to take control of the goods of Earth Energy Investments LLP authorised by law and raise therefrom the sums detailed in the Schedule, [together with fees and charges to which you are entitled]. And immediately after execution pay the claimant Middlesborough Football and Athletic Company Limited, the said sums and interest.

YOU ARE ALSO COMMANDED to indorse on this writ immediately after taking control of goods a statement of the manner in which you have done so and send a copy of the statement to the claimant, Middlesborough Football and Athletic Company Limited.

THIS WRIT WAS ISSUED by the Central Office [the Bristol District Registry] of the High Court on
on the application of (*Court Enforcement Services, Leytonstone House, Leytonstone, London, E11 1GA*) [agent for Womble Bond Dickinson LLP] legal representative of Middlesborough Football and Athletic Company Limited.

WITNESS The Right Honorable David Lidington MP Lord High Chancellor of Great Britain, the

The address[es] for enforcement are 277-281 Oxford Street, London, W1C 2DL.

SCHEDULE

- | | |
|--|------------|
| 1. Date of Judgment or Order: 16 January 2017 | |
| 2. Amount of Judgment or Order (including interest awarded by Judgment or Order) | £ 25000.00 |
| 3. Fixed costs on Judgment or Order | £ |
| 4. Assessed costs (if any) [by costs certificate dated] | £ 0.00 |
| 5. (If sent from County Court by certificate) Interest ¹ post-Judgment or Order
on County Court judgment or order over £5,000) until date of certificate | £ 1742.48 |
| 6. LESS credits or payments received since Judgment or Order | £ 0.00 |

Sub Total £ 26742.48

7. Fixed costs on issue £ 117.75

Total £ 26860.23

Together with: -

- A.** Judgment interest² at [8]% from 24 November 2017 ;date of Judgment on sub-total above, or (if sent from County Court by certificate) date of County Court certificate on paragraphs 1,2 and 3 above until payment,
B. Fees and Charges to which you are entitled (where appropriate).

¹ Interest under s.74 of the County Courts Act 1984.

² S.17 Judgments Act 1838



CR-2017-008690

----- Forwarded Message -----

Subject:TAKE NOTE - More Lies

Date:Wed, 22 Nov 2017 15:10:40 +0000

From:Paul Millinder <paul@empoweringwind.co.uk>

To:Paul Stewart <Paul.Stewart@wbd-uk.com>

CC:Julian Gill <Julian.Gill@wbd-uk.com>, Michael Brown <Michael.Brown@wbd-uk.com>, Jonathan Blair <Jonathan.Blair@wbd-uk.com>, Kevin Gray <Kevin.Gray@wbd-uk.com>, peter.morgan.2671@northumbria.pnn.police.uk <peter.morgan.2671@northumbria.pnn.police.uk>, enq@courtenforcementservices.co.uk, fieldm@parliament.uk, robert.goodwill.mp@parliament.uk

Messrs Bond Dickinson,

I have just spoken with the High Court Enforcement Officer, Mr Williamson, he came across quite annoyed that you have implied he has made some kind of mistake when the figure of £619,774.48 is on the claim form that you provided their office. I think, from my conversation with him, he would be prepared to give evidence in Court.

You come back to me with vexatious? I am rightfully annoyed.

I also do not make allegations I cannot prove.

The entire chain will now be filed at Court and you should be arrested.

See you in Court.

Yours sincerely,

Paul Millinder

On 22/11/2017 14:22, Paul Stewart wrote:

Dear Mr Millinder,

I refer to your numerous recent emails sent to me and my colleagues. Please note the following (copies of the documents referred to below are attached for ease of reference):-

1. Your central allegation appears to be that we in some way misled the court at the hearing that took place on 9 January 2017 in relation to our client's application for an injunction to prevent the presentation by you of a winding up petition. This is the same allegation that was made by your solicitors at the time, Messrs Penningtons Manches, in their letter dated 11 January 2017. As you are fully aware, we responded to that letter on 12 January 2017. In our response, we explained why such an allegation was untenable and reminded you and your solicitors that, if you wanted to pursue your allegation, you would need to substantiate it. You declined to do so.

2. You and your solicitors agreed a form of Consent Order in relation to our client's application. The Order provided that Earth Energy Investments LLP (**EEL**) would contribute £25,000 to our client's legal costs, with payment being made by 4pm on 3 February 2017. No payment was made and it is now abundantly clear that you and EEL never had any intention of paying the agreed sum.

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

Your email correspondence is vexatious, abusive and entirely misleading. It also continues to restate points that we have addressed numerous times before and I am afraid that I can therefore see no benefit to you or us in repeatedly restating the correct factual position. If your conduct follows the same path that it has previously, your response to this email will be to send numerous emails to a wide circulation of people accusing me and others of, amongst other things, dishonesty and fraud. Neither I nor my colleagues will be responding to any such email correspondence.

Yours sincerely,

Paul Stewart

Partner

Womble Bond Dickinson (UK) LLP

Paul Stewart

Partner

Womble Bond Dickinson (UK) LLP

d: +44 191 279 9292

m: +44 7980 715531

t: +44 345 415 0000

e: Paul.Stewart@wbd-uk.com

womblebond dickinson.com

Please consider the environment! Do you need to print this email?

The information in this e-mail and any attachments is confidential and may be legally privileged and protected by law. paul@empoweringwind.co.uk only is authorised to access this e-mail and any attachments. If you are not paul@empoweringwind.co.uk, please notify paul.stewart@wbd-uk.com as soon as possible and delete any copies. Unauthorised use, dissemination, distribution, publication or copying of this communication or attachments is prohibited and may be unlawful.

Any files attached to this e-mail will have been checked by us with virus detection software before transmission. Womble Bond Dickinson (UK) LLP accepts no liability for any loss or damage which may be caused by software viruses and you should carry out your own virus checks before opening any attachment.

Content of this email which does not relate to the official business of Womble Bond Dickinson (UK) LLP, is neither given nor endorsed by it.

This email is sent by Womble Bond Dickinson (UK) LLP which is a limited liability partnership registered in England and Wales under number OC317661. Our registered office is 4 More London Riverside, London, SE1 2AU, where a list of members' names is open to inspection. We use the term partner to refer to a member of the LLP, or an employee or consultant who is of equivalent standing. Our VAT registration number is GB123393627.

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Womble Bond Dickinson (UK) LLP is authorised and regulated by the Solicitors Regulation Authority.

----- Forwarded Message -----

Subject:FOR MR BLAIR ----- Fwd: Fwd: Re: Fwd: Fwd: Re: Read: Fwd: Read: Fwd: STRICTLY CONFIDENTIAL ----- Fwd: Sealed ---- Re: URGENT REQUEST TO BOND DICKINSON -- High Court Enforcement Agent visit to Earth Energy Investments LLP

Date:Wed, 22 Nov 2017 09:26:02 +0000

From:Paul Millinder <paul@empoweringwind.co.uk>

To:jonathan.blair@bond dickinson.com, "Gill, Julian (Julian.Gill)"@bond dickinson.com, Paul Stewart <Paul.Stewart@bond dickinson.com>, michael.brown@bond dickinson.com, alison.bost@wbd-us.com

Mr Blair,

May be you can help me with my enquiries?

I will give until 12PM, then I will take it as read that you have nothing to say and will proceed accordingly.

I want to know why WBD sent a High Court Enforcement Officer to my office and I want a detailed explanation, for the Court.

----- Forwarded Message -----

Subject:Fwd: Re: Fwd: Fwd: Re: Read: Fwd: Read: Fwd: STRICTLY CONFIDENTIAL ---- -- Fwd: Sealed ---- Re: URGENT REQUEST TO BOND DICKINSON -- High Court Enforcement Agent visit to Earth Energy Investments LLP

Date: Wed, 22 Nov 2017 09:11:51 +0000
From: Paul Millinder <paul@empoweringwind.co.uk>
To: Report@sra.org.uk <report@sra.org.uk>, fieldm@parliament.uk,
robert.goodwill.mp@parliament.uk

Messrs Solicitors Regulation Authority,

Please put this on the file;

----- Forwarded Message -----

Subject: Re: Fwd: Fwd: Re: Read: Fwd: Read: Fwd: STRICTLY CONFIDENTIAL -----
Fwd: Sealed ---- Re: URGENT REQUEST TO BOND DICKINSON -- High Court
Enforcement Agent visit to Earth Energy Investments LLP
Date: Wed, 22 Nov 2017 09:04:41 +0000
From: Paul Millinder <paul@empoweringwind.co.uk>
To: alison.bost@wbd-us.com, jonathan.blair@bond Dickinson.com,
Julian.Gill@bond Dickinson.com, michael.brown@bond Dickinson.com, Paul Stewart
<Paul.Stewart@bond Dickinson.com>, kevin.gray@bond Dickinson.com,
peter.morgan.2671@northumbria.pnn.police.uk

Messrs Womble Bond Dickinson,

While you are busy mulling this over (it is not complicated what I am asking), go back to your client (Mr Bloom) and quote him on his favourite saying "I don't intend to litigate through correspondence" and;

"The debt proved in the winding up petition" "you chose not to challenge this through the Courts" "we have no reason to treat the sums other than sums due for payment".

On 15th June 2015 (10 days before your client invoiced us) both you and your client were indeed acutely aware of my intention to take you to the High Court (not some court in Bristol). As you were when you made the first, second and third proof of debt to the Official Receiver and now we have a forth. I am not at all impressed. I really would suggest that you stop ignoring my emails this is not going to help in the slightest, it just demonstrates further to the Court what a bunch of dishonest disgraceful cowards I have had the misfortune in dealing with.

All too happy to make false representations, but when faced with the facts, not so clever.

Yours,

Paul Millinder

On 22/11/2017 08:21, Paul Millinder wrote:

Sorry, what I should say, you will find yourselves at Court, whether you do or don't. I am only trying to get the answers beforehand.

On 22/11/2017 08:09, Paul Millinder wrote:

Womble Bond Dickinson,

Provide me with the answers right now. I am not asking again if you do not, you will find yourself at Court. I can cut through your lies and deceit like butter.

This is your final opportunity. The longer you leave it, the worse it will become.

Yours,

Paul Millinder

On 21/11/2017 23:30, Paul Millinder wrote:

Dear Mrs Bost,

Sorry the attached legally privileged documents should help provide some further insight into the matters. Your colleagues are very well aware of them, although completely silent in the matters. In fact your Michael Brown, had been involved in the transaction from day one and was acutely aware of the position before they did what they have done. I will let them explain it to you, they are the ones that will bring your firm into disrepute.

I hope to hear from you soon.

Kind regards,

Paul Millinder

On 21/11/2017 22:22, Paul Millinder wrote:

Dear Mrs Bost,

I am appealing to you, as Deputy General Counsel of your Group, to get me some answers from these evasive people within your organisation in the UK as a matter of priority.

The first hearing in question is on 21st December 2017. Ask your colleagues (copied) what they think they outcome will be.

I have enclosed a copy of the £4.1m false misrepresentation lodged by Mr Gill of Womble Bond Dickinson on 2nd February 2017 (in full knowledge of circumstances).

I would like to refer you to the case at the High Court that has been brought about solely through the misconduct of Womble Bond Dickinson solicitors. May be you could get some

answers from your colleagues, they are very evasive with me. I have copied them in for avoidance of doubt.

It would appear people from your UK offices have run out of answers.

I do hope you can help me and I look forward to hearing from you.

Kind regards,

Paul Millinder;

----- Forwarded Message -----

Subject:Fwd: Re: Read: Fwd: Read: Fwd: STRICTLY CONFIDENTIAL ----- Fwd: Sealed
---- Re: URGENT REQUEST TO BOND DICKINSON -- High Court Enforcement
Agent visit to Earth Energy Investments LLP
Date:Tue, 21 Nov 2017 19:51:46 +0000
From:Paul Millinder <paul@empoweringwind.co.uk>
To:Julian.Gill@bonddickinson.com

----- Forwarded Message -----

Subject:Re: Read: Fwd: Read: Fwd: STRICTLY CONFIDENTIAL ----- Fwd: Sealed ----
Re: URGENT REQUEST TO BOND DICKINSON -- High Court Enforcement
Agent visit to Earth Energy Investments LLP
Date:Tue, 21 Nov 2017 19:50:59 +0000
From:Paul Millinder <paul@empoweringwind.co.uk>
To:peter.morgan.2671@northumbria.pnn.police.uk, "Gill, Julian
(Julian.Gill"@bonddickinson.com, michael.brown@bonddickinson.com,
kevin.gray@bonddickinson.com, jonathan.blair@bonddickinson.com, Paul Stewart
<Paul.Stewart@bonddickinson.com>, kevin.gray@bonddickinson.com, Andrew
Lindsay <Andrew.Lindsay@luptonfawcett.law>

Dear DS Morgan,

Following our call, I am still trying to get to the bottom of it but none of these people can give me any answers. I will phone the High Court Enforcement Agents again tomorrow and see if they can shed any further light on it.

All those at Bond Dickinson acknowledged read receipts, even on the first I sent earlier today demanding a response by return. Absolutely nothing whatsoever.

I will continue drilling down into the matters I do hope Bond Dickinson can help me with my enquiries. It is not going to look at all good if by 21st December I do not have absolute clarification on this position. I am actually trying to help them, in a round about kind of way.

All the best,

Paul;

----- Forwarded Message -----

Subject: Re: Sealed ---- Re: URGENT REQUEST TO BOND DICKINSON -- High Court Enforcement Agent visit to Earth Energy Investments LLP

Date: Tue, 21 Nov 2017 17:19:48 +0000

From: Paul Millinder <paul@empoweringwind.co.uk>

To: michael.brown@bonddickinson.com, kevin.gray@bonddickinson.com, Paul Stewart <Paul.Stewart@bonddickinson.com>, Gill, Julian (Julian.Gill@bonddickinson.com) <Julian.Gill@bonddickinson.com>, peter.morgan.2671@northumbria.pnn.police.uk, Tony Hannon <tony.hannon@insolvency.gsi.gov.uk>

Messrs Bond Dickinson,

I will try to extract the information from you in another way. Please provide me with the High Court case reference for the instruction of the High Court Enforcement Officer.

Please explain also why you did not, when requested to do so on 6th January 2017, provide me, a creditor of the Company, with a copy of the first and second proof of debt you submitted to the Official Receiver.

I will not ask you any more questions after this I promise, but I do need to get to the bottom of the covert hearing apparently by some Court in Bristol. I will save further questions for the proceedings against you and your client.

- Paul Millinder

On 21/11/2017 16:04, Paul Millinder wrote:

In fact you are now out of luck, I will take it as an early Christmas present, the "icing on the cake" from you and your client.

Merry Christmas and Happy New Year.

Yours,

Paul Millinder

On 21/11/2017 15:10, Paul Millinder wrote:
Messrs Bond Dickinson,

I note the lack of response as to why you send a High Court Enforcement Officer to my office. Please find enclosed the sealed document.

So, let me just run over the choreography, for the record;

December 2016 - £255,000

26th January 2017 - £541,308
2nd February 2017 - £4.1m
21st November 2017 - £600k

I would still like that explanation, surely you can come up with something.

Yours,

Paul Millinder

On 21/11/2017 13:08, Paul Millinder wrote:

What the hell can't you understand.... You have all read the email and the attached notice of enforcement give me some answers right now. Cowards, honestly.

On 21/11/2017 12:50, Paul Millinder wrote:

Come on Bond Dickinson give me some answers on this now. You have all read the email and acknowledged receipt, you know what its about. Please respond with any explanation you may wish to give, by return.

On 21/11/2017 12:26, Paul Millinder wrote:

Messrs Bond Dickinson,

I received a visit from a High Court Enforcement Agent today. I knew nothing of any such claim or what this sum even relates to. I spoke with the High Court Enforcement Officer and he did not know either. Then when called their office in Waltham Abbey, they did not know too much either. They refer to some Court in Bristol.

Why, when we were in correspondence, did not not and have not ever mentioned any such claim and why was this not put before the High Court where the claim (the only possible one I could think of of 9th January 2017) relates?

I do hope you can help me. I find the situation to be most stressful and very distressing, on top of the complete anguish caused by the actions of you and your client over the last five years. I am reporting this additional matter to DS Morgan. Although the High Court Enforcement company are now looking into how this could possibly have happened.

Regards,

Paul Millinder

----- Forwarded Message -----

Subject:Re: Empowering Wind MFC Ltd

Date:Tue, 21 Nov 2017 12:07:26 +0000

From:Paul Millinder <paul@empoweringwind.co.uk>

To: Calder, Jonathan <jonathan.calder@hmcts.gsi.gov.uk>, peter.morgan.2671@northumbria.pnn.police.uk

Dear Mr Calder,

Many thanks this is great. I knew I was being optimistic with 6th December 2017.

Quite unbelievably, I have been visited by a High Court enforcement agent on behalf of Middlesbrough Football Club / Bond Dickinson when I knew absolutely nothing of any such claim in related matters. The High Court enforcement officer did not seem to know much about it either and neither did their office when I spoke to them. They refer to a "consent order" from some Court in Bristol. I know nothing about it whatsoever.

I will file this as a further exhibit in these related proceedings. It is just simply insane that this has happened. I am going to speak with DS Morgan of Northumbria Police about it.

Kind regards,

Paul Millinder

On 21/11/2017 11:54, Calder, Jonathan wrote:

> Dear Mr Millinder,

>

> Apologies for that. The application is now attached.

>

> This document is attached the event titled "Miscellaneous Application under the Insolvency Act" and the document has the same title as the one I have attached to this e-mail.

>

> I hope this helps, but if you are experiencing difficulties accessing documents I would recommend that you call the ce-file support line on 020 7947 6725.

>

> Kind regards

>

> Jonathan Calder

>

> -----Original Message-----

> From: Paul Millinder [<mailto:paul@empoweringwind.co.uk>]

> Sent: 21 November 2017 09:58

> To: Calder, Jonathan

> Subject: Re: Empowering Wind MFC Ltd

>

> Dear Mr Calder,

>

> I could not find the new sealed application form within the CE File system and it was not attached to your last email. Please resend. Many thanks.

>

> Kind regards,

>

> Paul

>

> On 21/11/2017 09:13, Calder, Jonathan wrote:

>> Dear Mr Millinder,
>>
>> Please find attached the sealed application form. I confirm that the
>> Court has served the Official Receiver with a copy of the Application
>>
>> Kind regards
>>
>> Jonathan Calder
>> Insolvency & Companies Issue Section, Business and Property Court of
>> England and Wales, RCJ High Court, The Rolls Building, 7 Rolls
>> Building, Fetter Lane, London, EC4A 1NL | DX 160040 STRAND 4 |
>> TEL: 020 7947 6102/6294
>>
>>
>>
>> Pursuant to Practice Direction 510, it is no longer acceptable to file
documents via email. Documents should be filed through Ce-File (the Rolls
Building's electronic case management system), although the court will
apply discretion in exceptional circumstances. For more information please
visit [https://www.gov.uk/guidance/ce-file-system-information-and-support-](https://www.gov.uk/guidance/ce-file-system-information-and-support-advice)
[advice](https://www.gov.uk/guidance/ce-file-system-information-and-support-advice) and refer to the 'user guide' and the 'FAQ 's' (frequently asked
questions). To register as an E-Filer, click on the 'CE-File System' tab
and then 'Register as an E-Filer'. If you wish to only have access to the
'Public Search' and 'Office Copy' functions, click on the 'Public Search'
tab and then register as a 'Public Search User'.
>>
>>
>>
>> Please note as from the 25th April 2017 Ce-file will be mandated, this
will mean that all documents lodged with the court must be sent
electronically via the system.
>>
>>
>>
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>> broken when composing or forwarding e-mails and their contents.
>>
>>
> --
> Paul Millinder
> Chief Executive
>
> Tel: +44 (0)207 866 2401
> Fax: +44 (0)207 495 7021
>
> E-mail: info@empoweringwind.co.uk
> Web: www.empoweringwind.co.uk
>

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--
Paul Millinder
Chief Executive

Tel: +44 (0)207 866 2401
Fax: +44 (0)207 495 7021

E-mail: info@empoweringwind.co.uk
Web: www.empoweringwind.co.uk

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On 21/11/2017 19:40, Paul Millinder wrote:

Mr Stewart,

You attended the ex-parte hearing on 9th January 2017. Please answer the questions, you know what is all about and so does Mr Gill and Mr Brown knows every intricate detail, but I don't see any of you coming forward, even to spare me the common courtesy in explaining why you sent a High Court Enforcement Officer (if that is what they are) I know one thing's for sure, they need to sharpen their pencils, as I think you do.

May be you can respond?

You were very keen to try and charge me £47k after you and your client mislead the Judge.

- Paul Millinder

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

Creditor/Claimant
Middlesbrough Football and Athletic Company Limited
Debtor/Defendant
Earth Energy Investments LLP 277-281 Oxford Street London W1C 2DL

In the HIGH COURT OF JUSTICE	
Claim No.	CR2017000140
Creditor's/ Claimant's Ref.	
Debtor's/ Defendant's Ref.	6011336064
Date	24 November 2017

Part 1

Date of Judgment or order	16 January 2017
Total amount of judgment including any costs	£ 25000.00
Or	
Details of order for possession including any costs	
Total amount of interest accrued at the rate of 8% per day to date (if any)	

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

I request an order for enforcement in the High Court by

- ☒ Writ of Control
☐ Writ of Possession

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

Signed - (Creditor/Creditor's legal representative)
(Claimant/Claimant's legal representative)

24 November 2017 date

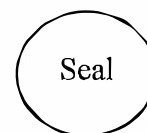
Part 2 (for court use only)

I Certify that this is a true exact of the court record in this case.

Order for enforcement in the High Court by

- ☐ Writ of Control
☐ Writ of Possession

made on (date) _____
An officer of the court



Please Note:

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

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

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

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

**In the High Court of Justice
Queen's Bench Division at**

High Court Enforcement Number

CR2017000140

277-281 Oxford Street
London
W1C 2DL

Date 24 November 2017

No. 53 - Writ of Control

In the High Court of Justice
Queens Bench Division
Bristol District Registry
High Court Claim No.
County Court Claim No. CR2017000140

Middlesborough Football and Athletic Company Limited - Claimant

Earth Energy Investments LLP - Defendant

SENT FROM THE COUNTY COURT BY CERTIFICATE DATED _____

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom of Great Britain and Northern Ireland and of Our other realms and territories Queen, Head of the Commonwealth, Defender of the Faith.

TO: *"Simon John Williamson, an enforcement officer authorised to enforce writs of control issued from the High Court."*

IN THIS CLAIM a Judgment or Order was made as set out in the Schedule.

YOU ARE NOW COMMANDED to take control of the goods of Earth Energy Investments LLP authorised by law and raise therefrom the sums detailed in the Schedule, [together with fees and charges to which you are entitled]. And immediately after execution pay the claimant Middlesborough Football and Athletic Company Limited, the said sums and interest.

YOU ARE ALSO COMMANDED to indorse on this writ immediately after taking control of goods a statement of the manner in which you have done so and send a copy of the statement to the claimant, Middlesborough Football and Athletic Company Limited.

THIS WRIT WAS ISSUED by the Central Office [the Bristol District Registry] of the High Court on
on the application of (*Court Enforcement Services, Leytonstone House, Leytonstone, London, E11 1GA*) [agent for Womble Bond Dickinson LLP] legal representative of Middlesborough Football and Athletic Company Limited.

WITNESS The Right Honorable David Lidington MP Lord High Chancellor of Great Britain, the

The address[es] for enforcement are 277-281 Oxford Street, London, W1C 2DL.

SCHEDULE

- | | |
|--|------------|
| 1. Date of Judgment or Order: 16 January 2017 | |
| 2. Amount of Judgment or Order (including interest awarded by Judgment or Order) | £ 25000.00 |
| 3. Fixed costs on Judgment or Order | £ |
| 4. Assessed costs (if any) [by costs certificate dated] | £ 0.00 |
| 5. (If sent from County Court by certificate) Interest ¹ post-Judgment or Order
on County Court judgment or order over £5,000) until date of certificate | £ 1742.48 |
| 6. LESS credits or payments received since Judgment or Order | £ 0.00 |

Sub Total £ 26742.48

7. Fixed costs on issue £ 117.75

Total £ 26860.23

Together with: -

- A.** Judgment interest² at [8]% from 24 November 2017 ;date of Judgment on sub-total above, or (if sent from County Court by certificate) date of County Court certificate on paragraphs 1,2 and 3 above until payment,
B. Fees and Charges to which you are entitled (where appropriate).

¹ Interest under s.74 of the County Courts Act 1984.

² S.17 Judgments Act 1838



Statement on behalf of the Applicant

Statement of F Fitzgerald

Statement No one

CR-2017-000140

Date 8-3-2018

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

IN THE MATTER OF THE INSOLVENCY ACT 1986

AND IN THE MATTER OF MIDDLESBROUGH FOOTBALL & ATHLETIC

COMPANY (1986) LIMITED COMPANY NUMBER 01947851

B E T W E E N:

MIDDLESBROUGH FOOTBALL AND ATHLETIC COMPANY (1986)

LIMITED

Applicant

AND

EARTH ENERGY INVESTMENTS LLP

Respondent

Witness Statement

I, Fiona Fitzgerald of 11 New Square, Lincoln's Inn, London WC2A 3QB, say as follows:

1. I am the Chief Executive of Radcliffe Chambers at 11 New Square, and make this statement of facts within my own knowledge.

2. I hosted a Radcliffe Chambers event on 22 November 2017, which was a seminar on insolvency. The event was attended by Chief Registrar Briggs, Mr A Hannon, two Deputy Registrars, namely Ms Kyriakides and Mr Mullen, both of whom practise at Radcliffe Chambers. I confirm that no other Registrars or Deputy Registrars attended the event.
3. I confirm that Mr U Staunton of Radcliffe Chambers did not attend the event.

I believe that the facts set out in this statement are true.

Signed

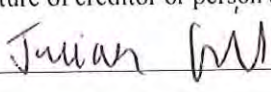
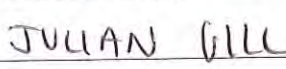
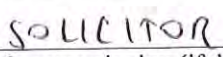
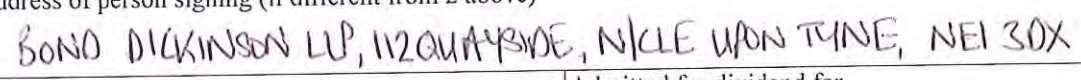
Fiona Fitzgerald

A handwritten signature in dark ink, appearing to read 'F. Fitzgerald', written over the printed name.

Rule 4.73



Proof of Debt – General Form

Empowering Wind MFC Limited (in Liquidation)		CR-2017-008690
Date of Winding-Up Order/Resolution for voluntary winding-up Court order dated 19 September 2016		
1	Name of creditor (If a company please also give company registration number).	Middlesbrough Football & Athletic Company (1986) Limited (registered number 05324467) (MFC)
2	Address of creditor for correspondence.	Riverside Stadium, Middlesbrough, TS3 6RS
3	Total amount of claim, including any Value Added Tax and outstanding uncapitalised interest as at the date the company went into liquidation.	£4,111,874.75
4	Details of any documents by reference to which the debt can be substantiated. (Note: There is no need to attach them now but the liquidator may call for any document or evidence to substantiate the claim at his discretion as may the chairman or convenor of any meeting).	1. Lease dated 17 June 2013 made between MFC and Empowering Wind MFC Limited (EW) 3. Energy Supply Agreement dated 7 November 2013 made between MFC and EW
5	If amount in 3 above includes outstanding uncapitalised interest please state amount.	£
6	Particulars of how and when debt incurred (If you need more space append a continuation sheet to this form).	Please see the attached continuation sheet
7	Particulars of any security held, the value of the security, and the date it was given.	None
8	Particulars of any reservation of title claimed in respect of goods supplied to which the claim relates.	Not applicable
9	Signature of creditor or person authorised to act on his behalf 	
	Name in BLOCK LETTERS 	
	Position with or in relation to creditor 	
	Address of person signing (if different from 2 above) 	
Admitted to vote for		Admitted for dividend for
£		£

Date	Date
Liquidator	Liquidator

Proof of Debt Continuation Sheet for

Middlesbrough Football & Athletic Company (1986) Limited ("MFC")

Empowering Wind MFC Limited (in Liquidation) ("EW")

Executive Summary

1. MFC's debt in the total sum of £4,111,874.75 (inclusive of value added tax) arises from amounts payable to it by EW as a result of breaches by EW of the following agreements:
 - 1.1 a lease dated 17 June 2013 between MFC and EW (**Lease**); and
 - 1.2 an energy supply agreement dated 17 June 2013 made between MFC and EW as subsequently amended on 7 November 2013 (**ESA**).
2. In summary, EW owes the following amounts under the Lease and the ESA:-
 - 2.1 £80,209.95 in respect of Capacity Rent payable by EW to MFC under the terms of the Lease at a rate of £50,000 per annum (exclusive of VAT) for the period from 17 June 2014 (the first anniversary of the date of execution of the Lease) to 19 August 2015 (the date of termination of the Lease); and
 - 2.2 £4,031,664.80 in respect of amounts payable by EW to MFC under clause 3.4.2 of the ESA at a rate of £0.08 per kWh of electricity consumed by MFC from 17 June 2014 (the first anniversary of the date of execution of the ESA) to 17 June 2034 (being the date of expiry of the ESA).

Background

3. EW was incorporated for the specific purpose of constructing and operating a wind turbine on part of MFC's land within the overflow car park at the Riverside Stadium (**Property**). The proposal was that electricity that MFC would otherwise have drawn from the National Grid would be generated by the wind turbine and supplied to the Riverside Stadium, thereby enabling MFC to reduce its energy costs.
4. Brief details of the terms of the Lease and the ESA are set out below.

Lease of Land at Riverside Stadium

5. MFC granted EW an option to lease the Property under the terms of an Option Agreement dated 15 June 2012. EW exercised the option and the parties entered into the Lease. The Lease included the following provisions:-
 - 5.1 Clause 2 – provided that EW agreed to pay £200,000 in consideration of the grant of the lease of the Property for a term of 26 years and also agreed to pay MFC rent (defined as “Capacity Rent”) in accordance with Schedule 7;
 - 5.2 Schedule 7, paragraph 1.4 – provided that MFC was to receive a “Capacity Rent” of £50,000 per annum (subject to indexation) for each “Accounting Year”, which was defined so as to commence on the earlier of the commissioning of the wind turbine or the first anniversary of the date of execution of the Lease (i.e. on 17 June 2014);
 - 5.3 Schedule 7, paragraph 1.8 – provided that the Capacity Rent was payable quarterly in advance on the usual quarter dates (25 March, 24 June, 29 September and 25 December);
 - 5.4 Schedule 3, paragraph 1.2 – provided that interest at a rate of 4% above the base rate of Barclays Bank plc is payable any sums not paid within 14 days of their due date under the Lease; and
 - 5.5 Schedule 5, paragraph 1 – allowed MFC to require EW to remedy any failure to pay any sums due under the Lease within a reasonable period (which was specified as being not less than 28 days) after which MFC was entitled to terminate the Lease.
6. Because the wind turbine had not been commissioned by 17 June 2014 the Capacity Rent became payable from that date. EW failed to pay the Capacity Rent which fell due on 24 June 2014, 29 September 2014, 25 December 2014, 25 March 2015 and 24 June 2015 in the sum of £12,500 plus value added tax per quarter.
7. MFC send a notice to EW on 14 July 2015 requiring payment of the outstanding Capacity Rent but EW failed to pay the outstanding rent.
8. Therefore, on 19 August 2015 MFC forfeited the Lease.

Energy Supply Agreement

9. The ESA set out the basis on which EW would supply electricity generated by the wind turbine to MFC. The ESA included the following provisions:-
 - 9.1 Clause 2.1 – provided that the terms of the ESA (other than clauses 3.1-3.3 and 4) would be effective from the date of the ESA and continue in full force and effect until the end of the “Contract Term”. The “Contract Term” is defined as the period from the date of the ESA (ie

- 17 June 2013) until the earlier of 20 years from the "Commissioning Date" or the date of termination pursuant to clause 7;
- 9.2 Clause 3.4.1 - provided that EW would ensure that the "Start Date" (i.e. the date by which the wind turbine would be commissioned and EW would have entered into a connection agreement with the local electricity distributor) would be within 12 months of the date of execution of the original ESA (ie 17 November 2014);
- 9.3 Clause 3.4.2 – provided that in the event that EW failed to meet the Start Date it would pay MFC *"...£0.08 for [each] kWh of electricity consumed by [MFC] at the Property until the Start Date"* (clause 3.4.2); and
- 9.4 Clause 7 – provided that MFC may terminate the ESA by notice to EW upon the occurrence of certain events including the termination of the Lease or the insolvency of EW.
10. Notwithstanding the liquidation of EW and the termination of the Lease, MFC has not given notice of termination of the ESA. Therefore, the ESA continues in full force and effect.
11. Because the wind turbine had not been commissioned by 17 June 2014 and because EW will not be able to comply with its obligations under the ESA to commission the wind turbine, MFC is entitled to payment from EW of £0.08 for each kilowatt hour its uses for the period of 20 years from 17 June 2014.
12. Between 17 June 2014 and 31 December 2016 MFC used 5,580,141 kilowatt hours of electricity as follows:
- 17 June 2014 to 31 December 2014 – 1,813,748 kWh
- 1 January 2015 to 31 December 2015 – 2,006,112 kWh
- 1 January 2016 to 31 December 2016 – 2,566,722 kWh
13. Based on the usage for this period MFC estimates that its annual usage of electricity for the remaining term of the ESA will be 2,566,722 kilowatt hours per annum.
14. In total therefore, MFC is entitled to payment from EW of £4,031,664.80 (excluding VAT) in respect of 50,395,810 kilowatt hours of electricity that it will use during the term of the ESA at the rate of £0.08 per kilowatt.



Case No: CR-2017-008690

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
COMPANIES LIST

7 Rolls Buildings
Fetter Lane
London EC4A 1NL
CR-2017-008690

Thursday, 21 December 2017

BEFORE:

REGISTRAR JONES

IN THE MATTER OF EMPOWERING WIND MFC LIMITED (in Liquidation)
AND IN THE MATTER OF THE INSOLVENCY ACT 1986

BETWEEN:

PAUL MILLINDER

Applicant

- and -

(1) THE OFFICIAL RECEIVER
(Liquidator of the above-named Company)
(2) MIDDLESBROUGH FOOTBALL & ATHLETIC COMPANY
1986 LIMITED

Respondents

MR P MILLINDER appeared in person
MR M HANNON (THE OFFICIAL RECEIVER) appeared in person
MR U STAUNTON (instructed by Bond Dickinson) appeared on behalf of the 2nd
Respondent

PROCEEDINGS

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A (12.33 pm)

THE REGISTRAR: I'll just read out what we've got so it gets marked on the tape -- or recorded anyway. This is matter number 8690 of 2017. It concerns Empowering Wind MFC Limited. I have Mr Millinder in person, who is the applicant; Mr Hannon, the Official Receiver. Are you now known as liquidator?

B MR HANNON: I'm also the liquidator, sir.

THE REGISTRAR: Sorry, yes. I'm just checking. But that's what you're now known as, isn't it, for these purposes? I mean, obviously you're the Official Receiver but when you were appointed -- don't get up; sitting is fine -- you're now known as the liquidator, so that's the capacity as well. Mr Staunton, counsel appearing on behalf of, remind me ...?

C MR STAUNTON: Middlesbrough Football Club, I call it. The name of the company is much longer than that. It's Athletic and --

D THE REGISTRAR: That's what I was thinking. It's all right. Middlesbrough.

MR STAUNTON: Middlesbrough Football and Athletic Company 1986 Limited.

THE REGISTRAR: Thank you very much. 1986?

MR STAUNTON: Limited.

THE REGISTRAR: Limited. Right. Good. So --

E MR HANNON: Before Mr Millinder addresses you, sir, can I just check, did you receive a short skeleton from me?

THE REGISTRAR: I did, thank you.

MR HANNON: Obligated.

F THE REGISTRAR: Yes. Yes, Mr Millinder. I think probably once and for all we need to sort of get to the bottom of all of this and where we're going to go.

MR MILLINDER: Yes. Yes, we do, Mr Registrar. I find the position very unfortunate. I find that Mr Hannon has unfortunately been very dishonest with me in quite a number of different respects.

G THE REGISTRAR: Can I just pause there. It's never a good move, to start with, to sort of suggest dishonesty because it raises the hurdle. I don't need to worry about dishonesty at the moment.

H MR MILLINDER: Okay.

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

MR MILLINDER: Sure.

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

MR MILLINDER: Okay. Let's focus on the proof of debt.

THE REGISTRAR: Yes, yes.

MR MILLINDER: The parties, Middlesbrough Football Club, and their solicitors, Bond Dickinson, were acutely aware that any such sums were disputed on genuine and substantial grounds on 15 June 2015, ten days before they raised an invoice demand for the sum of £255,000.

THE REGISTRAR: Apologies. 15 June, year ...?

MR MILLINDER: 2015.

THE REGISTRAR: 2015. Thank you. Then they raised an invoice. Right.

MR MILLINDER: The sum of circa £255,000 comprised of a collection of invoices referenced as -- sorry, bear with me one second -- exhibit 8.

THE REGISTRAR: Right. Okay.

MR MILLINDER: The collection of invoices constituting £255,000.

THE REGISTRAR: Yes.

MR MILLINDER: Later in January -- I believe the middle of January; Mr Hannon, please correct me if I'm wrong -- Middlesbrough Football Club's lawyers submitted a further proof of debt or a claim, should I say, in the sum of £541,308.

THE REGISTRAR: Right.

MR MILLINDER: I requested in January to see such proof of debt in Mr Hannon's possession claims against the company in liquidation by Middlesbrough Football Club and Mr Hannon did not provide me with copies of those proofs of debt.

THE REGISTRAR: Yes.

MR MILLINDER: I wanted to see the proofs to debt because I actually knew that, firstly, any such sums were disputed on genuine and substantial grounds and, secondly, I wanted to see how such sums could possibly be calculated on the basis that I'm acutely aware, given the fact that I wrote the energy supply agreement and I completed it with Middlesbrough Football Club in November 2013, I would

happen to know that I made my contract conditional upon two conditions precedent. The first one was full satisfaction of the grid connection agreement.

A THE REGISTRAR: Right.

MR MILLINDER: The second condition precedent was full satisfaction of commissioning of the wind turbine.

THE REGISTRAR: Yes.

B MR MILLINDER: So therefore, when Middlesbrough Football Club lodged a further proof in the sum of circa £4.1 million on 2 February this year, I assert same as a fraudulent misrepresentation. It is, because the parties were acutely aware of the dispute. They were acutely aware, in fact, that I told them prior, prior to doing what they'd done that, in fact, my contract was condition; what gives them the right to make such representation and to put this proof in when they know full well that the situation is incorrect.

C THE REGISTRAR: Why, when somebody knows there is a dispute, does it stop them making a claim/putting in a proof? I don't quite follow that.

D MR MILLINDER: Quite simply, the parties refused the grid connection. The parties refused to complete the asset sale agreement dated February 2015 when Northern Power Grid, the distribution network operator, required that document completing by customer, Middlesbrough Football Club, so that the connection for the --

E THE REGISTRAR: What I'm saying, though, is you're putting it on the basis that they were wrong to submit a proof knowing there was a genuine dispute, or indeed submit invoices knowing there was a genuine dispute.

MR MILLINDER: Yes.

F THE REGISTRAR: There's nothing wrong in anybody putting forward a proof or invoices, indeed, just because there's a dispute; what you're saying is they're not entitled to the sums that they've claimed.

MR MILLINDER: Correct, correct.

G THE REGISTRAR: So, we can get away from the genuine dispute because you're actually saying they shouldn't have put in --

MR MILLINDER: Because it's false.

THE REGISTRAR: -- the invoices or the proof because actually they've got no claim.

MR MILLINDER: That's correct.

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A THE REGISTRAR: But we need to remember, of course, that whilst you say they've got no claim -- and you may be right; I have no idea -- that is the matter of dispute which would need to be determined.

MR MILLINDER: Yes.

THE REGISTRAR: So that's where we're coming from.

MR MILLINDER: Correct.

B THE REGISTRAR: So, you're kicking off on the basis that, although they claim to have this debt, it is wrong because --

MR MILLINDER: We don't --

THE REGISTRAR: -- the preconditions of the contract were never fulfilled --

C MR MILLINDER: Correct.

THE REGISTRAR: -- and therefore they don't have a debt. was

MR MILLINDER: Yes.

THE REGISTRAR: Right. Okay. Yes.

D MR MILLINDER: So, I move back to the £255,000, the first proof, submitted actually in December 2016.

THE REGISTRAR: Right.

MR MILLINDER: That was the amount then subject to the dispute.

THE REGISTRAR: Yes.

E MR MILLINDER: In fact, I offered to place that sum in escrow in accordance with the lease, subject to resolution by an independent arbitrator. That arbitration, however, could not take place because a month later Middlesbrough Football Club refused to provide the grid connection so that the turbine could readily commence operation, killing the project, in effect.

F THE REGISTRAR: Right.

G MR MILLINDER: With the best endeavours, with my best endeavours, I could not complete my obligations under the energy supply agreement because the energy supply agreement requires a grid connection so that the turbine can deliver power to the stadium. Without that connection specified by the distribution network operator, which those terms are not subject to negotiation, particularly not as I asserted within my, within my statement, certainly not two years from the date that such agreement was finalised.

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A THE REGISTRAR: Right. Okay. So, although you kicked off with regard to that being the proof, the proof follows from that. The starting point was that there was a dispute, you made various offers with regard to escrow and arbitration but it all comes to an end because they failed to --

MR MILLINDER: They killed it.

B THE REGISTRAR: Fine. So that when they now bring in the proof -- so we're talking about later after that, in the context of the liquidation -- that is where the dispute needs to be determined, ie the dispute you've identified, which is that they don't have any claim.

MR MILLINDER: Yes.

C THE REGISTRAR: Okay. Right.

MR MILLINDER: I have been somewhat persistent with Mr Hannon from September of last year, sending him a lot of emails and a lot of correspondence to prove my position.

D THE REGISTRAR: Now, why does that position have to be proved? I don't think I follow that. Has the company in liquidation got money to pay out to this creditor?

MR MILLINDER: Well, my money to pay out is the claim in damages against Middlesbrough Football Club for causing the insolvency in the first place.

E THE REGISTRAR: That's different at the moment. That's not linking to the proof; that's whether or not a claim should be brought by the company. That's a different question. We'll come on to that.

MR MILLINDER: There's no assets.

THE REGISTRAR: Right, so there's no assets.

F MR MILLINDER: There's no assets, Mr Registrar, no.

THE REGISTRAR: So, at the moment, ignoring the claim that the company may wish to bring, so assume that's not on the cards at the moment -- it isn't because we're going to discuss it later --

MR MILLINDER: Of course, yeah.

G THE REGISTRAR: -- there is no point in adjudication of this proof, is there? There's no point in deciding who's right or who's wrong with regard to whether or not they can bring a claim because bluntly they're going to get nothing anyway.

MR MILLINDER: They're not going to get anything, no, no.

H THE REGISTRAR: No. So --

MR MILLINDER: But the proof shouldn't be there. My --

A THE REGISTRAR: No, no. But people wouldn't lodge proof. I mean, we're hopefully not, but you can get in liquidations the most absurd proofs coming in from all sorts of people -- and I talk generally.

MR MILLINDER: And it's up to Mr Hannon, the Official Receiver --

B THE REGISTRAR: And if there's no money there the liquidator, whether it's the Official Receiver or anybody else, says, "Well, thank you very much for that proof but I'm not going to deal with it because there's no money and it's academic." I can't see what's wrong with that.

MR MILLINDER: Well, I can see what's wrong with it.

C THE REGISTRAR: Right.

MR MILLINDER: Without ... I'm not going to argue with you, Mr Registrar.

THE REGISTRAR: No, no. Perhaps it was wrong of me to put it that way.

MR MILLINDER: However, my opinion is --

D THE REGISTRAR: Why is that wrong? Yes.

MR MILLINDER: Because Mr Hannon was acutely aware that no claims existed and Mr Hannon had an obligation under the Insolvency Rules to reject a bad proof and not accept that proof for voting purposes.

E THE REGISTRAR: Ah. Well, that comes under a different question because you're talking about adjudication as opposed to acceptance for voting purposes. We haven't got on to acceptances for voting purposes. If we just talk about adjudicating the proof of debt for the purposes of this confusion --

MR MILLINDER: There is nothing to adjudicate on.

F THE REGISTRAR: -- there is no point in determining it.

MR MILLINDER: No, not at all.

THE REGISTRAR: No. Okay. So, your complaint then comes for the decisions to accept the proof of debt, though I think it was marked "objected to" -- or you're not sure?

G MR MILLINDER: It was marked, it was marked ... Mr Hannon marked it "objected to" was it around September time this year? September?

THE REGISTRAR: All right.

H MR MILLINDER: Or was it later than that, Mr Hannon?

A THE REGISTRAR: Now, for what meeting was that done? In other words, what meeting were the votes accepted that (**Overspeaking**)?

MR MILLINDER: There has been no meeting.

B THE REGISTRAR: No meeting. So it doesn't really matter again. I mean, if there had been a meeting and a decision reached which you didn't like then you would be able to appeal the lodging of the proof of debt -- I mean, taking it's marked "objected to", the OR effectively is treated as neutral from then on) -- and there is then a hearing by this court, effectively between you as a creditor and them as a creditor and you decide what to do about the decision which was reached at the meeting, but we haven't got any decisions.

C MR MILLINDER: I'll tell you why we haven't got any, Mr Registrar.

THE REGISTRAR: Yes?

D MR MILLINDER: We haven't got any because Mr Hannon explained that I don't have any position. I'm a minority creditor. Middlesbrough Football Club's £4.1 million fraudulent misrepresentation has the majority voting right so therefore

Mr Hannon's taken it upon himself not to convene the meeting that we requested.

E THE REGISTRAR: I know you're going to want requesting meetings and whatever but let's go back to this point about the proof at the moment. We'll come on to meetings and what you want and the liquidator et cetera, but if one just looks at it at the moment, number one, your point with regard to the proof having been adjudicated on for the purposes of a distribution is of academic interest because there's no distribution. Secondly, your objection to the proof being accepted for the purposes of voting is also academic because there's been no meeting and therefore no votes.

F MR MILLINDER: Well, that could go on indefinitely though, couldn't it, Mr Registrar?

G THE REGISTRAR: Unless and until we get to a stage, which I think we're going to come on to in a moment, where you say there should be a meeting and then that becomes a different ballgame. But we haven't got to that in our discussion yet so at the moment, unless we get on to that, which we will, there can't be any reason for the OR to adjudicate on the proof.

H MR MILLINDER: I've been requesting a meeting for the past six months and each time we, we go back to the same contention. GMR Consulting, another creditor, wrote

to Mr Hannon to request a meeting to effectively adjudicate on the matter because they too know that the proof of debt is in fact false.

A THE REGISTRAR: But, again, at this stage, unless we've got a reason for the proof of debt being relevant, there's absolutely no reason to do anything.

MR MILLINDER: Why did they submit it in the first place then?

B THE REGISTRAR: Well, people do things all over the place. From the OR's point of view, or any liquidator -- forget that it's Mr Hannon; it could be any liquidator at the moment -- they're just going to say, "Well, thank you very much for that proof. We're not going to do anything with it, one, because there's no money so you're not going to get anything so there's no point in us spending time and effort deciding whether or not this is a good proof; two, with regard to votes at a meeting, there is no meeting so it's totally irrelevant." So, that's at that stage. So, we have to find a reason for this application, and so far we haven't done so. It doesn't mean we're not going to, but we've got to find it.

C MR MILLINDER: Sure.

D THE REGISTRAR: So where do we go on now for the reason why this is important?

MR MILLINDER: I made an application under rule 14.11 for the court to exclude the proof on the grounds that that proof is a false misrepresentation, ie we don't owe them the money.

E THE REGISTRAR: But, firstly, that only applies as and when a proof is adjudicated on for the purposes of distribution of funds -- not going to happen -- and, secondly, even if one didn't (**Inaudible**) that's a technical use of the rule, and there may be some other rule. Again, we need a reason for the court to say, "I'm going to exclude it." I'm not going to exclude something which is completely irrelevant, and at the moment it's completely irrelevant. It just stays there. Because what's going to happen, if there's nothing else, is that the Official Receiver will do a report to all creditors -- and indeed the members will see this -- saying, "I've found absolutely ..." I mean, I'm making this up to a degree because obviously I don't know the circumstances and it will be his report, but in round terms it will be, "I've investigated what's gone on. This company has absolutely no assets; there's no point in doing anything at all other than having this company dissolved."

F G MR MILLINDER: Well, it's --

A THE REGISTRAR: "I'm therefore going to send my report to Companies House. The company will be dissolved within," I can't remember but let's say three months --

MR HANNON: Three months.

THE REGISTRAR: There we are, three months. And then the company is dissolved and it just doesn't exist.

MR MILLINDER: Okay.

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

MR MILLINDER: On that basis, Mr Registrar, should I go and submit a proof of debt for £50 million to make me the majority creditor?

C THE REGISTRAR: For what purpose? This is what I'm going to try to get down to now.

D MR MILLINDER: If you imply that indeed Middlesbrough Football Club were correct to submit the £4.1 million proof of debt, on that basis I will go and submit a £50 million proof of debt so that I'm, I have the majority voting interest --

THE REGISTRAR: All right. So --

MR MILLINDER: -- and then I can convene the meeting.

THE REGISTRAR: But for what? For what purpose? This is where I'm going to next.

E MR MILLINDER: So I can prove that that debt is false and should never have been there in the first place.

THE REGISTRAR: But there's no point in doing that.

F MR MILLINDER: And indeed, and indeed that Middlesbrough Football Club was solely responsible for this insolvency in the first place, solely responsible for the £700,000 they've lost me and solely responsible for the demise of a project that would have otherwise been successfully completed.

THE REGISTRAR: Can I just write that down for a moment, because it's a bit quick for me. Solely responsible for ... Can you just --

G MR MILLINDER: The demise of the wind turbine project due to their actions in refusing the fundamental connection to allow that turbine to operate.

THE REGISTRAR: And so solely responsible for the liquidation, you said --

MR MILLINDER: Yeah.

H THE REGISTRAR: -- and solely responsible for your loss of --

A MR MILLINDER: Of revenue that I invested, my losses that I invested in the project and the revenue from the wind turbine that we would have otherwise enjoyed had they not what they done.

THE REGISTRAR: When you say invested in the project, you were obviously a shareholder of the company. Were you the sole shareholder?

MR MILLINDER: I'm, I'm the, I'm the sole shareholder.

B THE REGISTRAR: Sole shareholder. So, your investment in the company. Okay. Right. So, the reality is you're not concerned with the proof of debt for the reasons I've given, because if that was all that was on the table it's completely irrelevant. We all agree that. Nothing happens.

C MR MILLINDER: I agree.

THE REGISTRAR: The company just gets dissolved and that's it. So, we need to get away from this proof of debt, and the idea that you put in a proof of debt for £500,000 is, again --

D MR MILLINDER: I'm never going to do it. I wouldn't do it. It's **(Inaudible)**.

THE REGISTRAR: But totally academic and pointless. So what you're actually doing -- and this is leading from the "they are solely responsible" allegations to what you want to happen with the liquidation. Now, what do you want in the light of that to happen in the liquidation?

E MR MILLINDER: Middlesbrough Football Club caused this liquidation.

THE REGISTRAR: Right.

F MR MILLINDER: The company wouldn't have been insolvent had Mr Staunton not attended to state that Middlesbrough Football Club were creditors in the sum of £255,000 back in, back in, on 19 September, where Mr Staunton attended the three-minute summary hearing where Mr Registrar Baister was present. The hearing was previously adjourned so that I would enter into CVA proposals with the legitimate creditors. I knew Middlesbrough Football Club wasn't a legitimate creditor. I had engaged with HMRC, with GMR Consulting and with G Smith Brothers. They accepted and also sympathised with my position. The basis of the agreement was agreed in principle, and when I returned to court Mr Staunton attended the hearing to say, "Mr Millinder hasn't disclosed Middlesbrough Football Club as a creditor," and Mr Baister was actually misled

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into believing at that time that I hadn't disclosed the legitimate creditor of the company, and that was, that caused the winding up of the company.

A THE REGISTRAR: Right. Well, let's just take that in stages. In principle one could go back to the court and ask for the winding up to be rescinded. The reality of that is -- you recognise that -- too much time has gone by for that and the court won't do it. That then leads to, in principle, either the company and/or yourself as
B shareholder having a claim against the football club for what they are responsible, as you've described. Okay.

MR MILLINDER: Yeah.

C THE REGISTRAR: In regard to that, pausing there for the moment, your application with regards such a claim has nothing to do with that claim, does it? So there really is a genuine question.

MR MILLINDER: It really does.

THE REGISTRAR: Right.

D MR MILLINDER: My intention today was to come to court to prove, in fact, that the amount is false that is being claimed.

THE REGISTRAR: But we need the purpose for doing so, so the purpose is because you want to say --

E MR MILLINDER: I want to file a claim against them, against Middlesbrough Football Club.

THE REGISTRAR: Right. Precisely. At the moment it's nothing to do with the fact they lodged the proof of debt or anything like that.

MR MILLINDER: No.

F THE REGISTRAR: It's wider than that. I mean, that's their defence to your claim, potentially -- or possibly; I don't know -- but your position is that you want someone to bring a claim against the football club. Now, at this moment you are therefore bringing on to your next part of the case, which is that the company should bring a claim or has a claim to bring and that that's not happening. Okay.

G MR MILLINDER: That's not happening at all, no.

THE REGISTRAR: Okay. Now, that undoubtedly can't happen unless somebody has put the funds up to allow that claim to be brought or someone's reached agreements whereby it can all be done on conditional fees et cetera.

H MR MILLINDER: I wanted to appoint another liquidator to replace Mr Hannon.

A THE REGISTRAR: Let's not come to that because that depends upon your criticism of Mr Hannon's conduct, which we'll come to in due course.

MR MILLINDER: Sure.

THE REGISTRAR: Assume there's no problem with Mr Hannon at the moment and he's all on your side and assume for the moment that there is good grounds for the company having a claim -- and I have to put "assume" because nothing I say --

B MR MILLINDER: Sure.

THE REGISTRAR: I mean, I have no idea at the moment because I'd have to look at all the papers, hear the evidence and decide. But this is the case you're presenting to me, because I've read your witness statement.

C MR MILLINDER: Sure.

THE REGISTRAR: So, assuming the company has a claim as you say, the company will not be able to start that claim without being placed in funds. And the only way that therefore the claim can get off the ground is if you have, to start with, a proposal to the liquidator -- at this moment it's Mr Hannon who is the OR -- which is, "I will provide the funds to do X, Y and Z. Here is the money. Will you go ahead?" Obviously they may then be able to reply and say, "That's not good enough for this reason," or "That's not ..." But that's the starting point, is for you to put a package together.

D MR MILLINDER: I agree.

THE REGISTRAR: There isn't one.

MR MILLINDER: I agree entirely.

THE REGISTRAR: Is there one yet?

E MR MILLINDER: I agree entirely with that sentiment.

F THE REGISTRAR: Right.

MR MILLINDER: And that was entirely what my intention is to do. But I don't want Mr Hannon to do it. I want a liquidator who I've already engaged with.

G THE REGISTRAR: All right. I mean, I'm taking this in stages because it's important to take it in stages.

MR MILLINDER: Sure, sure.

H THE REGISTRAR: I know I'm going to come on to whether it should be Mr Hannon but at the moment it is Mr Hannon so I'll deal with that first. At the moment he

cannot possibly proceed without what I've described as the package, and there is no package at the moment for him to proceed on, as I understand it.

A MR MILLINDER: Well, no, there is. I've already taken a lot of advice from Prospect Law barristers.

THE REGISTRAR: Right.

B MR MILLINDER: And Prospect Law are energy experts in my sector and I've worked with them for many years. Prospect Law has provided the written advice and, indeed, I submitted that written advice to you as a confidential filing, so you do have a copy of that advice, and part of my application --

C THE REGISTRAR: Can I just say for the record -- and I'm completely unaware that is the case -- there may be an issue coming up as to who's entitled to see that advice so we'd better be careful about it at the moment. As far as I'm aware, so everybody's clear, I've no idea. I didn't even know it existed. Anyway, carry on. Your background is that, okay, you got Prospect Law advice for Mr Hannon to see. Right.

D MR MILLINDER: Have you seen the letter dated 18 August, addressed to Mr Hannon from Prospect Law?

THE REGISTRAR: I think I have, yes. I'm pretty sure I have. I've seen a letter from them setting out the details of your case.

E MR MILLINDER: What do you think of that?

F THE REGISTRAR: Well, I'm not going to comment on that. It's not for me to comment. But the point is that we haven't got to the stage of removing it. All right. We're just keeping him here at the moment. The point is, at the moment, that it's for him to decide whether or not to proceed but if he's going to proceed there's no doubt that he will have to have a very large sum of money offered to him.

MR MILLINDER: I wouldn't pay Mr Hannon --

G THE REGISTRAR: If I sit here at the moment looking at your application, I don't see -- and I don't (**Inaudible**) that I know every page, don't view that I have -- any offer to him which is along the lines of the package.

MR MILLINDER: I wish to make myself expressly clear. I have reason to distrust Mr Hannon.

H THE REGISTRAR: Right.

A MR MILLINDER: I do not trust Mr Hannon, neither would I pay Mr Hannon a single penny to act as liquidator for that company because I believe that Mr Hannon has proven himself to me not worthy of the trust.

B THE REGISTRAR: Okay. So, again, if we stop at the moment and we stop at the position with regards Mr Hannon being the liquidator and nobody else taking over ever, there is absolutely no possibility that one could say as of today or of any hearing at the moment that he should proceed with the litigation because he does not have the package, and I know why he doesn't have the package because you don't trust him.

MR MILLINDER: Yeah.

C THE REGISTRAR: So, again, there can't be any remedy at this stage with regard to that. That does seem to me to come to a subpart of that, which is that you were asking for an assignment of the cause of action --

MR MILLINDER: Yes.

D THE REGISTRAR: -- but have dropped that. Is that right?

MR MILLINDER: I didn't want Mr Hannon to assign it. I'd already engaged with a Mr Chris Parkman, a licensed insolvency practitioner.

THE REGISTRAR: Yes.

E MR MILLINDER: Mr Parkman would have happily acted as liquidator for the company. Mr Parkman has reviewed all of the documentation including my case against Middlesbrough Football Club. He knows that I've got a claim with a reasonable prospect of success in the sum of circa £9.2 million and Mr, Mr Parkman would gladly allow me to place him in funds so that he himself actions the claim in the name of Empowering Wind MFC Limited.

F THE REGISTRAR: All right.

MR MILLINDER: However, Mr Hannon wishes to take this out to mark it. Now, I happen to know from my wider investigations in the matters that Mr Hannon has an established relationship with Mr Julian Gill at Bond Dickinson.

G MR HANNON: Sir, at this point I do feel I should be allowed to respond. I have no relationship with Mr Gill at Bond Dickinson. I've met the man once and I've exchanged emails only in relation to this company. And the suggestion from Mr Millinder that I'm somehow involved with Mr Gill is utterly refuted, sir.

H THE REGISTRAR: All right. Okay. All right. In one sense he --

MR MILLINDER: Fine. That's another one --

A THE REGISTRAR: I mean, I presume he's an insolvency specialist. I haven't come across him.

MR MILLINDER: Mr Parkman's a licensed insolvency practitioner.

THE REGISTRAR: Mr Gill.

MR MILLINDER: Mr Gill is a solicitor specialising in insolvency.

B THE REGISTRAR: Yes, a solicitor.

MR MILLINDER: Yeah.

THE REGISTRAR: It wouldn't necessarily be surprising if you had been in contact
(Several inaudible words).

C MR MILLINDER: Of course.

THE REGISTRAR: Absolutely fine. That's written down. Okay. Yes.

D MR MILLINDER: So, what I'm really concerned about, going back, without trying to deviate too much, what I'm concerned about is the fact that Mr Gill and Mr Hannon are having these covert conversations about these proofs of debt firstly in the sum of £255,000 then £541,301 then £4.1 million, but me, I'm the creditor of the company. I'm the man that originated the company to build the wind turbine. It's sole trading interest was to operate that wind turbine. Why have I not seen the initial proof of debt when I --

E THE REGISTRAR: Well, we're getting lost on the proof of debt. I think you've got to forget the proof of debt for all the reasons that we've given. That's nothing to do with it at the moment. Admittedly, that will form the nature of the defence if a claim is brought by the company because no doubt -- well, I say "no doubt"; I assume -- a defence would come back along the lines of, "We deny any breach whatsoever and actually we're owed 400," or whatever the figure is. I imagine it will be like that. But we haven't got there yet, and at the moment if this claim doesn't get off the ground we're in a situation where the proof of debt is completely academic and this company's going to be dissolved. We've gone through that and we've accepted that and we've got to this stage because we've recognised that, by
G looking at the proof of debt, we're going down the wrong path.

H The path you want to go down -- and whether or not you're entitled to is another matter -- is, "Let's see what the company's claim is because unless the company has a claim it has no money." And it's only if it's got money that there's any point

A in doing anything. And so the question you're raising is, should Mr Hannon
decide to accept the package in his capacity as liquidator, and the problem at the
moment on that is there is no package. You then turn round and say, "Ah, but
that's because I don't want Mr Hannon to be appointed because, for a number of
reasons, I don't trust him." That, however, still is a slight ... I mean, I can see that.
B Sorry. Forgive me, Mr Hannon, I'm not saying I can see that you shouldn't be
trusted. I can see why you're putting it on that basis but I'm wondering if that,
even in itself, is hitting the right spot. In one sense it will be good for you because
if, after ages -- because that's how long it will take the court to decide this -- the
C court decides that Mr Hannon should be replaced for all the reasons of conduct
you want to go into -- but it will take ages -- then you'll have another liquidator
appointed, but isn't what you actually ought to be doing saying to the court, I'm
going to say at the moment, "The reason why Mr Hannon ought to be replaced is
not simply because I don't trust him. Take that as read; don't decide it. But it's
because I have this package which, unless Mr Parkman is appointed, will just be
D ignored, and if it's ignored --"

MR MILLINDER: Exactly, yeah.

THE REGISTRAR: I mean, I agree. That's where I think you've got to. "Unless this
package is accepted," is your point, "nothing will happen, and I want this package
E accepted." But what we need to do is identify the package because until then the
court's going to say this is all academic because I don't know that you're going to,
for example -- and I make this up; I don't require this --

MR MILLINDER: I have a problem

F THE REGISTRAR: I make this up. I don't know that you're going to be able to say, "I
have £250,000 ..." -- and I make that figure up --

MR MILLINDER: I've got --

THE REGISTRAR: No, no, don't. "... that I have identified in such-and-such bank
account that is going to be available for the funding of this litigation upon the
G following terms."

MR MILLINDER: Yeah, I can do that.

THE REGISTRAR: But you haven't at the moment. Now, I'm not being --

MR MILLINDER: No, no. I haven't.

H THE REGISTRAR: Right.

A
MR MILLINDER: I haven't because I need to get through all this. What I'm concerned about, Mr Registrar, is the fact that you haven't fully read the claim. And I know that the hearing was done very quickly and all the rest of it.

THE REGISTRAR: But why do you have to go through all this?

B
MR MILLINDER: Because quite simply -- and this is my contention -- this with Mr Hannon is going to go on forever more. We've got three proofs of debt with substantially different amounts.

C
D
THE REGISTRAR: But you're not seeing the picture. Put it in my position as a registrar, right -- and this is against your interest. If you decide that I have to find that Mr Hannon, for a whole variety of reasons, has acted in such a way that he is going to be replaced, we will get caught up in deciding that first. That will take large amounts of money but, more importantly, large amounts of time because no doubt Mr Hannon will oppose that because it's his, in part, reputation that's in play so he'll want to oppose it, I'm guessing, and if he does we'll have to have directions. We'll have to have directions for issues, we'll have to have evidence to come in, we'll have to then have a trial, we'll have to have cross-examination. We're into probably 2019 before this is decided. In the meantime, absolutely nothing will get off the ground with regard to the company's claim against the football club.

E
MR MILLINDER: This is the problem.

THE REGISTRAR: And what a waste of time.

MR MILLINDER: Yeah, yeah, I agree with you. No, I agree with you entirely, yeah.

F
G
H
THE REGISTRAR: Right. And I'm not saying you'll succeed on this, but therefore ignore Mr Hannon's conduct at the moment and put it to him, "Here is the package, here is, in your hand, in effect, £250,000," and I make that figure up, "here is a solicitor who's going to act as well on a conditional fee," and I make this up, "here is the nature of the claim. Will you accept this offer whatever the terms are?" And then the court -- and let's assume he refuses it -- can look at his refusal, but we're actually looking at the right thing. We're not looking at the past, we're not looking at the proofs of debt, which we don't need to worry about. We're not looking about his failings in the past. We're looking at your package which you're saying to the court ought to be accepted because otherwise this claim is not getting off the ground.

MR MILLINDER: What I'm looking at, Mr Registrar, in addition to that -- and clearly my fundamental issue --

THE REGISTRAR: Can we just pause a moment and can we just deal --

MR MILLINDER: Sure.

THE REGISTRAR: Rather than "in addition" to that. I'm not saying we won't look at that but can we just pause that. Now, you will agree that that is not yet on the table for the court to look at because that package has not been put forward to be rejected.

MR MILLINDER: No. And in the current situation, impasse, it's not going to happen.

THE REGISTRAR: I understand. I'm not criticising; I understand.

MR MILLINDER: Sure, sure.

THE REGISTRAR: But that's what needs to be done.

MR MILLINDER: Yeah.

THE REGISTRAR: All right. So, at the moment, subject to the additional points you want to raise, nothing is going to be achieved by these proceedings. What you want to do is put together your package and see what the response is.

MR MILLINDER: I do have a major contention with this hearing, unfortunately.

My main contention is the fact that the Official Receiver in his role has an obligation to have carried out due diligence, acted on the information in his possession that proves quite categorically that any claim from Middlesbrough Football Club is false. Now, the way I'm going to handle this with Mr Hannon is probably down the criminal misconduct route.

THE REGISTRAR: Well, let's just pause on that. Let's just pause on that. Let's assume for the moment that you do that. Right. What good does that achieve?

MR MILLINDER: It removes Mr Hannon from the equation --

THE REGISTRAR: No, it doesn't.

MR MILLINDER: -- so I can put in place a different liquidator.

THE REGISTRAR: No, it doesn't. See, that's the problem. It doesn't. It leads to a criminal proceedings that will not come into play -- and I guess this -- probably until 2020, I should think, so it doesn't achieve anything other than perhaps you want personal revenge. And I'm sure --

MR MILLINDER: No, I don't.

THE REGISTRAR: No, precisely.

MR MILLINDER: I'm not interested in that at all, no.

A THE REGISTRAR: You're not interested in that so that's a complete waste of time, just
as all the other points that I've been identifying are a complete waste of time.
What you want to do is to put yourself in a position where you can say to this court
that this package, which will enable this litigation to proceed, should be accepted.
B And if the court has a refusal by Mr Hannon to accept that package you can appeal
to this court or seek directions for the court to look at that package and say, one,
plainly the package ought to be accepted, and, two, plainly Mr Hannon should not
C have been involved in the liquidation and a new liquidator should be appointed. I'm not
saying you'll succeed -- I've no idea -- but that's the only circumstances, surely,
that this court can reach a decision on in your favour that will achieve anything.

MR MILLINDER: It's --

THE REGISTRAR: And it's exactly what you want.

MR MILLINDER: It isn't, and I'll tell you why it isn't, Mr Registrar, because, having
D worked with Mr Hannon for the past 12 months, this man has created impasse over
impasse, he has disregarded all of my information --

THE REGISTRAR: But you are avoiding all that.

MR MILLINDER: The fundamental problem that I have is this company should never
E have been wound up in the first place.

THE REGISTRAR: Yes, I understand that.

MR MILLINDER: It has been wound up through whatever's happened. I'm not going
F to address the issues of misconduct or anything else, but it has been wound up
solely through Middlesbrough Football Club's activities, otherwise I would have
had a turbine spinning away, bringing in 700 grand or so a year, and everyone
would be hunky-dory.

THE REGISTRAR: Yes.

MR MILLINDER: I would be building more turbines at the Stadium of Light and so on
G and so forth, but because they've effectively said, "Pay me £255,000 or we're not
going to do this, this and this," when in fact I at that point pointed out, "I'm not
going to pay you the money because we don't owe you the money because the
energy supply agreement is a conditional contract," and therefore they, they then
H say, "Oh, well, if you're not going to pay us the money we'll just and kill the whole
project by refusing the grid connection." That is a fundamental breach that caused

A the insolvency in the first place. The fact that we're still here a year later, that's forced me to make this application to exclude what is a wholly bad proof of debt that should have been rejected or removed in the first place and never even accepted for voting purposes would only lead me to appeal this particular case if we couldn't sort it out.

B THE REGISTRAR: But don't you see, what I've been trying to do in this case is to identify ... I mean, I think the other side might be a bit horrified, potentially, by my helping you on this, but you're a litigant in person and I'm helping you not in the sense of (**Inaudible**) get a result, because it's neither here nor there to me what the result should be --

C MR MILLINDER: Sure, yeah.

D THE REGISTRAR: -- because I have no idea. Well, it will be if I have to decide it, but until then not. The reason I'm doing this is to try and get us onto a path where everything makes sense. I understand this, because people get all caught up. I can imagine how your mind is caught up in how you lost your company as a result of what you -- and I put it this way because I don't know if it's a fair allegation or not -- believe was caused by the football club, so I can understand how that is dominating your thought process. But, as a result, you're concentrating on all the wrong things. I've tested it as we've gone through with you and we've agreed as we've gone through what are the wrong things. And if we get to the right thing, you move away from the right thing because you're still in your mind thinking all the wrong things must be the right things. The right thing is not the proof of debt and it's not the challenging, at the moment, of acts that have happened in the past and it's not revenge. None of all that matters. The right thing at the moment is to remember that this company cannot start litigation against the football club unless it is funded and unless the litigation is set up.

E MR MILLINDER: The parent company can.

F THE REGISTRAR: I am concerned with this company here and if it's its cause of action it must be it which brings it. I can only approve one way or another of this litigation being started and followed by this company if I have a package to look at, because if I don't, you ask me now, "Order that this company goes ahead with the litigation," my answer must be, "No, I can't order that because I have not seen the package that you're proposing which will enable this company to do so." At

the moment I am dealing with a company which has no money. There is therefore no point in me ordering it to go ahead.

However, if you could present a sensible package that the court thinks is right to accept and Mr Hannon, should he refuse it, is wrong to refuse, then the court will be able to say, "We think the package should go ahead." But, until then, it can't do it. So, you are concentrating against your own interest on the wrong issues. You need to concentrate on, "How can I get this package together?" When you get this package together you will then be saying to the court, "It's in the context of a case where the football club has done everything wrong. It's in the context of a case where the football club has caused the insolvency. It's in the context of the football club having ruined everything."

MR MILLINDER: What about --

THE REGISTRAR: But it's only if there is a package, because otherwise this case isn't going to get to court.

MR MILLINDER: I agree. No, I agree entirely with what you're saying there, Mr Registrar.

THE REGISTRAR: Right.

MR MILLINDER: However, I didn't attend the **ex parte** hearing on 9 January and withhold 172 pages from Arnold J. Mr Staunton and their client did, and his client did.

THE REGISTRAR: All right. Now, you --

MR MILLINDER: I have addressed this matter in quite some detail within exhibit 14, in fact -- my letter to Mr Robert Buckland QC who's quite adequately addressed the matter. He said, "Go and make the application to court." Now, these people --

THE REGISTRAR: Again, I can't do anything in regard to any matter which involves Arnold J. He's up there, I'm down here.

MR MILLINDER: Yeah.

THE REGISTRAR: So, if there's anything which results from that hearing it has to either go back to Arnold J if that's appropriate -- no idea, but if it is -- or, alternatively, there has to be an appeal, if you can have appeal, because you need permission, to the Court of Appeal.

MR MILLINDER: Yes.

A THE REGISTRAR: So, Mr Justice Arnold's decision or whatever happened there is above me and therefore beyond me. All right?

MR MILLINDER: But it's very much related to all of this.

B THE REGISTRAR: Well, it may be but I can't do anything about it. And you would have had to go back to Arnold J. But, even assuming that there is a problem with that hearing, what I can still do is look at a decision to reject a package which is a reasonable and proper package to present whereby this company will start its proceedings with another person leading the way as in a new liquidator leading the way to bring the claim against the company.

C MR MILLINDER: Why could you just not assign the right of action to parent company?

D THE REGISTRAR: Well, hold on. That's the application I would need to have, not the one that's in front of me. With regard to why I shouldn't assign it, that again comes down to, is there a package presented for the purposes of the litigation being pursued by the parent which the liquidator has been able to look at and has decided to reject. It's exactly the same thing.

MR MILLINDER: Okay.

E THE REGISTRAR: As soon as that package is rejected then I can look at it on appeal from that decision and I can say yea or nay as to whether or not that was right and it should be rejected or actually it should go ahead.

MR MILLINDER: Let's look at the logic.

F THE REGISTRAR: But it's still the package. It doesn't matter who presents the package -- it can be a package by way of assignment or otherwise -- it's still a package which says the company will be in funds with these lawyers, who will act accordingly, to pursue this claim. Now, until that's reached I can't do anything. When that's reached there may well be issues as to whether or not this is a proper and right claim on the merits to bring, whether it's appropriate. Those are all to be dealt with in the future, which only get off the ground when the package is presented, because at the moment my answer to everything that's being said is, this court will not give you any order for the company to proceed with the litigation in the absence of it being in funds.

G H MR MILLINDER: I am going to appeal this. I'm going to appeal this hearing today because, firstly, you haven't read the information.

THE REGISTRAR: No, no.

MR MILLINDER: You've made the admission that --

THE REGISTRAR: I haven't reached a decision yet. You haven't asked --

MR MILLINDER: No, no. I understand that. I understand that. However --

THE REGISTRAR: You can't appeal --

MR MILLINDER: Until you've reached a decision.

THE REGISTRAR: -- until I've reached the decision. Okay?

MR MILLINDER: No, no. I accept, I accept that.

THE REGISTRAR: Well, you accept that, you say, but you've already said you're going to appeal so it becomes a bit fruitless.

MR MILLINDER: I am, because --

THE REGISTRAR: We're now at 1.20 pm. All right. Can I assume from what you've been telling us that you have funds to be able to afford ... I mean, you've got quite a lot of funds, from what I hear.

MR MILLINDER: I have.

THE REGISTRAR: Okay. We've passed the time that I have to hear this so I'm simply going to adjourn the hearing.

MR MILLINDER: Sure.

THE REGISTRAR: You will obtain a transcript of the hearing, of what we've just gone through --

MR MILLINDER: Yeah.

THE REGISTRAR: -- and you can look at it and you can think about it further and decide what you want to do.

MR MILLINDER: Yeah.

THE REGISTRAR: All right. We will come back in the light of you having read through the transcript very carefully. I mean this in your own interest: really carefully look at it and decide what to do.

MR MILLINDER: Yeah.

THE REGISTRAR: And then you can tell me what you want.

MR MILLINDER: Okay. That's fair.

THE REGISTRAR: In those circumstances I will then make a decision.

MR MILLINDER: Brilliant.

A THE REGISTRAR: All right. At the moment, because I haven't heard from what you've
said, the decision I'm going to make is clear because of all the logic that we've
gone through and everything we've said so far, but I'm not going to reach it
because you might want to say something and you might change my mind. But
that's for the purpose of the other side so they know where I'm coming from. It's
quite clear what decision I'm going to make in the light of everything that we've
B gone through. At the end of the day, subject to what I'm going to hear from you in
due course, we have, indeed almost by agreement, reached the conclusion that the
only way this can proceed is if there is a package put together to enable this
litigation to get off the ground, and once that package is there we can then start
C looking about whether or not the litigation should be allowed to get off the ground,
but we need the package. I'll let you look at that on the transcript. I'll let you think
about that and come back to me with any arguments that you want, having had the
opportunity ... because I'm bearing in mind you're a litigant in person. I don't
mean that rudely because you're clearly very intelligent, but you're not the lawyer.

D MR MILLINDER: Sure.

THE REGISTRAR: It might also allow you to speak to lawyers. Show them the
transcript, by all means.

MR MILLINDER: Yeah, yeah.

E THE REGISTRAR: So, I'm going to pause there and just come, since he's been the man
under fire, to Mr Hannon first. Mr Hannon, apart from the fact we're out of time, I
can't see that's going to cause you any trouble, apart from having to come back, but
that's your life as Official Receiver.

F MR HANNON: It is the lot of an Official Receiver, sir. I've no comment to make.

THE REGISTRAR: Okay. Mr Staunton, the same really.

MR STAUNTON: Absolutely.

THE REGISTRAR: Yes. Okay.

G MR STAUNTON: Mr Hannon and I, together with Mr Millinder, discussed what the
time estimate would be if we were to be adjourned and come back. You've heard
Mr Millinder for some time. Both Mr Hannon and I, and I think Mr Millinder
would agree that the time estimate, allowing for reading, hearing and judgment,
should be a day. Now, whether in fact we need that amount of time depends on
H what Mr Millinder decides to do having read the transcript, but since we don't

know what that will be, and assuming the return date is effective on whatever the application is, we would suggest a time estimate of one day.

A THE REGISTRAR: Well, my reaction to that is that if Mr Millinder is going to present a package to me -- and your position (**Several inaudible words**) -- it would either be a strikeout which will need -- because you take the view it can't possibly succeed -- a specific hearing for that purpose, or, alternatively, it would be B directions because it's not a strikeout, it's something the court should look at. So it does seem to me that the next hearing will actually be short unless you, in sufficient time, have received a package and you can say, "No, I'm going to ..." And you can bring out a strikeout or whatever -- I'm not even sure you know what C you're able to strike out, but if you can do that -- and then we can just rejig the hearing date and give you a longer period.

MR STAUNTON: Yes.

D THE REGISTRAR: So, I think on the first stage I would say ... I mean, actually I think at best an hour is needed, but I think I would put an afternoon for this because it might go on longer out of that (**Inaudible**) judgment.

MR STAUNTON: Yes.

E THE REGISTRAR: So I'll adjourn part-heard to a half-day hearing, because it needn't be an afternoon. A half-day hearing for which parties are to lodge dates to avoid, the dates to avoid to be lodged by 4 o'clock. I could say, "Let's do it by tomorrow," in the sense of (**Several inaudible words**) the court staff just won't be able to do that, so we'll have to go into the New Year for the purpose of lodging dates. Friday, 6 January?

F MR MILLINDER: Perfect. That's brilliant.

G THE REGISTRAR: Right. So, the dates to avoid to be lodged by 4.00 pm on 6 January. The time estimate -- I've given that -- is half a day, and the hearing to be not before 1 February? You're putting in dates. I mean, we could try and fit it in in January but I'd have thought it's probably, bearing in mind --

H MR MILLINDER: If you can fit it in, please, yeah.

THE REGISTRAR: Well, bear in mind -- and this is what we have to talk about -- you're going to have to give any further documents to the other side, they're going to have to think about it.

MR MILLINDER: I can work very, very quickly.

MR STAUNTON: You've got to get the transcript.

A THE REGISTRAR: You need the transcript, which will take a time as well to go through. Well, let's say not before 1 February. I just can't see how it's going to get on before then. But there is a direction that in so far as Mr Millinder intends to refer to further evidence -- and I'm not limiting you, actually, at the moment but I imagine that's the sort of, "I've put this package together; here it is," with a witness statement --

B MR MILLINDER: Of course, yeah.

THE REGISTRAR: -- such evidence is to be filed and served not less than 21 days before the hearing date. What I would say --

C MR MILLINDER: 21 days before the hearing date.

THE REGISTRAR: Yes, because everyone's got to have time to look at it. Okay.

MR MILLINDER: So, we're 1 February, we're going into 5 January, 21 days to that date. How's that going to work?

D THE REGISTRAR: No. At the moment what I've just said is the dates to avoid (Inaudible) fix the date. Okay? The date won't be until after 1 February.

MR MILLINDER: Yeah.

E THE REGISTRAR: If you're going to rely on any further evidence you've got during the beginning of January to put forward your evidence 21 days before the hearing date. All right?

MR MILLINDER: My evidence is there.

THE REGISTRAR: Yes, but if there's any new evidence. We need the package potentially.

F MR MILLINDER: Oh, yeah. The package is a side matter, yeah. The proposal in terms of the financial offering and how it's all going to be structured.

THE REGISTRAR: Yes. Well, it won't be the side issue. It could be the key issue, if you remember what we've already been discussing.

MR MILLINDER: Sure. Yeah, yeah. Okay.

G THE REGISTRAR: I mean, the other way of putting it is to give you a date by which to put forward such package. I mean, potentially you're going to go away, you're going to speak to your solicitors and you're going to --

H

MR MILLINDER: I'm going to do it overnight. I'm going to do it very, very quickly.

I'm going to do it within a few days. You know, give it a week and I could have it done for you.

THE REGISTRAR: The package?

MR MILLINDER: Yeah.

THE REGISTRAR: All right. Okay. Sorry, perhaps I should have thought of it in those terms. So, let's do it this way. This is in addition to the dates to avoid by 6 January. By 4.00 pm on 13 January Mr Millinder ... I'm giving you slightly longer than you were indicating but I would give you longer if you wanted it.

MR MILLINDER: Brilliant, yeah.

THE REGISTRAR: Well, no. At the moment I've put the 13th but let's see what we come down to.

MR MILLINDER: That's fine, that's fine.

THE REGISTRAR: By 4.00 pm on 13 January Mr Millinder, if so advised -- that means up to you -- shall serve and file any further evidence he intends to rely upon at the adjourned hearing, in particular the terms of any proposal he has for the future conduct by the company of the litigation which he has identified as being litigation the company ought to commence against -- and I'll short-circuit the name -- Middlesbrough Football Club whilst in liquidation. Now, you ought to have the opportunity to answer. It may be that it's unnecessary to do so but you ought to have the opportunity to answer that. So, any evidence in answer shall be filed and served by 4.00 pm on ... If I took that on 13 January you must be entitled to three weeks, which would be 3 February. So, the hearing date of the half-day hearing will be not before -- because everyone needs time to look at the evidence and you need two weeks after that -- the 27th. I think that's right. You're going to love this. I've given you these dates and of course I've looked at 2017, so let me just go back. Apologies for that. I said 3 February. In fact, it's extremely convenient because that's a Friday. I then went on to say evidence in ... That was because I picked 13 January, which is actually a Saturday, so that should be the 12th, so your evidence by the 12th, which is the Friday.

MR MILLINDER: That's okay, yeah.

THE REGISTRAR: Theirs by the 3rd, which is a Friday. The hearing not to take place before Monday, 19 February. You're lodging your dates to avoid by 4 o'clock on

6 January for a hearing which will take place in half a day not before 19 February.
Hearing to be before -- it has to be before me because it's part-heard --
Mr Registrar Jones to take place as soon as practicable after 19 February, so the
court's aware that's what we're to do. All right.

MR MILLINDER: Okay.

THE REGISTRAR: And, so far as I need to make an order for costs today, because it's
part-heard I don't need to actually because it will all get wrapped up with the next
one. Is everyone content with regard to those directions?

MR MILLINDER: Yes, Mr Registrar.

MR STAUNTON: Yes.

THE REGISTRAR: Yes. Good. Thank you.

MR STAUNTON: My solicitor is saying 3 February is a Saturday. I can have my --

THE REGISTRAR: Sorry, 2 February, I'm afraid, not the 3rd. Thank you very much
for doing that. I'm still all right on the 19th, I think. Thank you.

MR MILLINDER: In terms ... One further point if I may, Mr Registrar. In terms of the
contempt proceedings I am going to file immediate contempt proceedings against
Middlesbrough Football Club to return the order of 9 January to this court.

THE REGISTRAR: The order of 9 January being ...?

MR MILLINDER: Being the **ex parte** injunction hearing that Middlesbrough Football
Club and Mr Staunton obtained after they withheld 172 pages of witness exhibit
from an **ex parte** hearing heard by Arnold J.

THE REGISTRAR: Hold on a minute. Okay. I'm not encouraging you in any way to
do this by what I'm saying.

MR MILLINDER: No.

THE REGISTRAR: This is completely neutral.

MR MILLINDER: Yeah.

THE REGISTRAR: You wouldn't bring contempt proceedings for that. What you
would do is restore whatever the application is that was before Arnold J, asking
him to review that on whatever grounds you want.

MR MILLINDER: Yeah.

THE REGISTRAR: I emphasise I'm not encouraging or suggesting that you should,
and, by the sounds of it, it doesn't sound a very good idea. It sounds as though
we're just going to waste time, money and effort but I've no idea so I can't go on

A that. But it wouldn't be contempt proceedings. You'd be going the wrong way on that. All right. You'd want to go back. But you'd better make sure you get that transcript as soon as possible, for obvious reasons, because of these dates. I emphasise in regard to that that I've put a tight timetable as it is because that's what you want.

MR MILLINDER: Yes.

B THE REGISTRAR: I would have given a longer timetable if it wasn't for that. It could cause you difficulties because it means you might not get the transcript because it's over the Christmas period, but you know what I --

MR MILLINDER: I do, yeah.

C THE REGISTRAR: We've gone through it.

MR MILLINDER: Oh, yeah.

THE REGISTRAR: You're obviously an intelligent man so I'm not --

MR MILLINDER: Sure. I know exactly, yeah, yeah.

THE REGISTRAR: You've seen what we're doing so it shouldn't cause you prejudice.

D MR MILLINDER: Yeah, fine. I'm happy with it.

THE REGISTRAR: But I emphasise that this timetable is on the basis that that's what you want, which is quick return.

MR MILLINDER: I'm happy with it, yeah, yeah.

E THE REGISTRAR: Does anyone else have anything to add? **(Pause)**. Good.

MR STAUNTON: So, is the court going to draw the order or are you going to invite us to --

THE REGISTRAR: I think it's probably best in the circumstances.

MR STAUNTON: Yes.

F THE REGISTRAR: Normally I would ask counsel but I think in the circumstances I will draw it, because there seems to be a certain element of mistrust, which obviously isn't coming from the court but I think it would be sensible if I did it.

MR STAUNTON: Thank you, sir.

G THE REGISTRAR: But it's taking effect straightaway. And I'll go and do it now because I've got a 2 o'clock and I won't get the order done. So, thank you very much.

MR MILLINDER: Thank you very much.

H THE REGISTRAR: Now, the only question I've got --