

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.

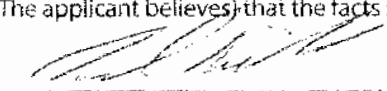
The Claimant refers to Clause 3.4.2 of the Energy Supply Agreement dated 7th November 2013 (Exhibit 1) of which £4,031,664.80 of the Middlesbrough Football Club Proof of Debt (Exhibit 2) relates.

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

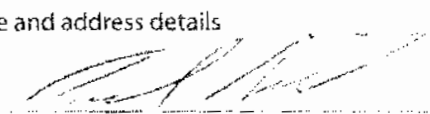
Name of applicant's legal representative's firm

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;



CR-2017-008690

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:

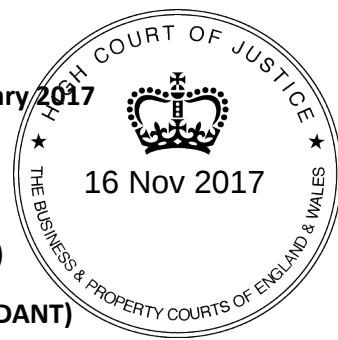
I made this statement based on my knowledge of the case, having been party to negotiations since October 2012 and throughout.

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—

At the High Court in the matter of the ex-parte injunction hearing of 9th January 2017

(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.



**Attorney
General's
Office**

Mr Millinder
Earth Energy Investments LLP
3rd Floor
277-281 Oxford Street
London
W1C 2DL

Attorney General's Office
5-8 The Sanctuary
London
SW1P 3JS

Tel: 0207 271 2492

www.gov.uk/ago



19 Nov 2017

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

D +44 (0)20 7271 2492

E correspondence@attorneygeneral.gsi.gov.uk



Paul Millinder
Managing Director
Earth Energy Investments LLP
3rd Floor
277-281 Oxford Street
London
W1C 2DL
CR-2017-008690

Tel: + 44 (0)207 866 2401

E-mail: paul@empoweringwind.co.uk

Web: www.empoweringwind.co.uk

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
>>
>> Like us on Facebook
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>> INTEGRITY | BENEVOLENCE | SERVICE
>>
>>
>> -----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.

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

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----- 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:

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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 its 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