



Case No: CR-2017-008690

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

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

Thursday, 21 December 2017

BEFORE:

REGISTRAR JONES

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

BETWEEN:

PAUL MILLINDER

Applicant

- and -

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

Respondents

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

PROCEEDINGS

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A (12.33 pm)

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

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

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

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

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

MR STAUNTON: Middlesbrough Football and Athletic Company 1986 Limited.

THE REGISTRAR: Thank you very much. 1986?

MR STAUNTON: Limited.

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

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

THE REGISTRAR: I did, thank you.

MR HANNON: Obligated.

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

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

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

MR MILLINDER: Okay.

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

MR MILLINDER: Sure.

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

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

THE REGISTRAR: Yes, yes.

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

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

MR MILLINDER: 2015.

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

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

THE REGISTRAR: Right. Okay.

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

THE REGISTRAR: Yes.

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

THE REGISTRAR: Right.

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

THE REGISTRAR: Yes.

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

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

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THE REGISTRAR: Right.

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

THE REGISTRAR: Yes.

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

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

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

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

MR MILLINDER: Yes.

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

MR MILLINDER: Correct, correct.

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

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MR MILLINDER: Because it's false.

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

MR MILLINDER: That's correct.

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

MR MILLINDER: Yes.

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

MR MILLINDER: Correct.

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

MR MILLINDER: We don't --

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

C MR MILLINDER: Correct.

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

MR MILLINDER: Yes.

THE REGISTRAR: Right. Okay. Yes.

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

THE REGISTRAR: Right.

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

THE REGISTRAR: Yes.

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

F THE REGISTRAR: Right.

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

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

MR MILLINDER: They killed it.

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

MR MILLINDER: Yes.

C THE REGISTRAR: Okay. Right.

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

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

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

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

MR MILLINDER: There's no assets.

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

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

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

MR MILLINDER: Of course, yeah.

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

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

H THE REGISTRAR: No. So --

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

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

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

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

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

C THE REGISTRAR: Right.

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

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

MR MILLINDER: However, my opinion is --

D THE REGISTRAR: Why is that wrong? Yes.

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

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

MR MILLINDER: There is nothing to adjudicate on.

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

MR MILLINDER: No, not at all.

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

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

THE REGISTRAR: All right.

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

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

MR MILLINDER: There has been no meeting.

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

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

THE REGISTRAR: Yes?

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

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

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

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

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

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

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

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

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

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

C

MR MILLINDER: Sure.

D

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

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

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

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MR MILLINDER: Well, it's --

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

MR HANNON: Three months.

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

MR MILLINDER: Okay.

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

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

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

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

THE REGISTRAR: All right. So --

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

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

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

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

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

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

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

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

MR MILLINDER: Yeah.

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

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

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

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

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

C MR MILLINDER: I agree.

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

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

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

E MR MILLINDER: Middlesbrough Football Club caused this liquidation.

THE REGISTRAR: Right.

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

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

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

MR MILLINDER: Yeah.

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

MR MILLINDER: It really does.

THE REGISTRAR: Right.

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

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

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

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

MR MILLINDER: No.

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

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

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

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

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

MR MILLINDER: Sure.

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

MR MILLINDER: Sure.

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

MR MILLINDER: Sure.

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

MR MILLINDER: I agree.

THE REGISTRAR: There isn't one.

MR MILLINDER: I agree entirely.

THE REGISTRAR: Is there one yet?

MR MILLINDER: I agree entirely with that sentiment.

THE REGISTRAR: Right.

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

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

MR MILLINDER: Sure, sure.

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

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

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

THE REGISTRAR: Right.

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

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

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

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

MR MILLINDER: What do you think of that?

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

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

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

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

THE REGISTRAR: Right.

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

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

MR MILLINDER: Yeah.

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

MR MILLINDER: Yes.

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

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

THE REGISTRAR: Yes.

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

F THE REGISTRAR: All right.

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

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

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

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

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

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

THE REGISTRAR: Mr Gill.

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

B THE REGISTRAR: Yes, a solicitor.

MR MILLINDER: Yeah.

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

C MR MILLINDER: Of course.

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

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

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

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

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

MR MILLINDER: Exactly, yeah.

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

MR MILLINDER: I have a problem

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

MR MILLINDER: I've got --

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

MR MILLINDER: Yeah, I can do that.

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

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

H THE REGISTRAR: Right.

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

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

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

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

E MR MILLINDER: This is the problem.

THE REGISTRAR: And what a waste of time.

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

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

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

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

MR MILLINDER: Sure.

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

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

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

MR MILLINDER: Sure, sure.

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

MR MILLINDER: Yeah.

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

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

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

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

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

THE REGISTRAR: No, it doesn't.

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

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

MR MILLINDER: No, I don't.

THE REGISTRAR: No, precisely.

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

A THE REGISTRAR: You're not interested in that so that's a complete waste of time, just as all the other points that I've been identifying are a complete waste of time.

What you want to do is to put yourself in a position where you can say to this court that this package, which will enable this litigation to proceed, should be accepted.

B And if the court has a refusal by Mr Hannon to accept that package you can appeal to this court or seek directions for the court to look at that package and say, one, plainly the package ought to be accepted, and, two, plainly Mr Hannon should not have been involved in the liquidation and a new liquidator should be appointed. I'm not saying you'll succeed -- I've no idea -- but that's the only circumstances, surely, that this court can reach a decision on in your favour that will achieve anything.

C MR MILLINDER: It's --

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

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

THE REGISTRAR: But you are avoiding all that.

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

E THE REGISTRAR: Yes, I understand that.

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

THE REGISTRAR: Yes.

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

H

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

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

C MR MILLINDER: Sure, yeah.

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

MR MILLINDER: The parent company can.

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

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

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

MR MILLINDER: What about --

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

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

THE REGISTRAR: Right.

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

THE REGISTRAR: All right. Now, you --

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

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

MR MILLINDER: Yeah.

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

MR MILLINDER: Yes.

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

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

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

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

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

MR MILLINDER: Okay.

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

MR MILLINDER: Let's look at the logic.

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

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

THE REGISTRAR: No, no.

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

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

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

THE REGISTRAR: You can't appeal --

MR MILLINDER: Until you've reached a decision.

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

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

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

MR MILLINDER: I am, because --

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

MR MILLINDER: I have.

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

MR MILLINDER: Sure.

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

MR MILLINDER: Yeah.

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

MR MILLINDER: Yeah.

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

MR MILLINDER: Yeah.

THE REGISTRAR: And then you can tell me what you want.

MR MILLINDER: Okay. That's fair.

THE REGISTRAR: In those circumstances I will then make a decision.

MR MILLINDER: Brilliant.

A THE REGISTRAR: All right. At the moment, because I haven't heard from what you've
said, the decision I'm going to make is clear because of all the logic that we've
gone through and everything we've said so far, but I'm not going to reach it
because you might want to say something and you might change my mind. But
that's for the purpose of the other side so they know where I'm coming from. It's
quite clear what decision I'm going to make in the light of everything that we've
B gone through. At the end of the day, subject to what I'm going to hear from you in
due course, we have, indeed almost by agreement, reached the conclusion that the
only way this can proceed is if there is a package put together to enable this
litigation to get off the ground, and once that package is there we can then start
C looking about whether or not the litigation should be allowed to get off the ground,
but we need the package. I'll let you look at that on the transcript. I'll let you think
about that and come back to me with any arguments that you want, having had the
opportunity ... because I'm bearing in mind you're a litigant in person. I don't
mean that rudely because you're clearly very intelligent, but you're not the lawyer.

D MR MILLINDER: Sure.

THE REGISTRAR: It might also allow you to speak to lawyers. Show them the
transcript, by all means.

MR MILLINDER: Yeah, yeah.

E THE REGISTRAR: So, I'm going to pause there and just come, since he's been the man
under fire, to Mr Hannon first. Mr Hannon, apart from the fact we're out of time, I
can't see that's going to cause you any trouble, apart from having to come back, but
that's your life as Official Receiver.

F MR HANNON: It is the lot of an Official Receiver, sir. I've no comment to make.

THE REGISTRAR: Okay. Mr Staunton, the same really.

MR STAUNTON: Absolutely.

THE REGISTRAR: Yes. Okay.

G MR STAUNTON: Mr Hannon and I, together with Mr Millinder, discussed what the
time estimate would be if we were to be adjourned and come back. You've heard
Mr Millinder for some time. Both Mr Hannon and I, and I think Mr Millinder
would agree that the time estimate, allowing for reading, hearing and judgment,
should be a day. Now, whether in fact we need that amount of time depends on
H what Mr Millinder decides to do having read the transcript, but since we don't

know what that will be, and assuming the return date is effective on whatever the application is, we would suggest a time estimate of one day.

A THE REGISTRAR: Well, my reaction to that is that if Mr Millinder is going to present a package to me -- and your position (**Several inaudible words**) -- it would either be a strikeout which will need -- because you take the view it can't possibly succeed -- a specific hearing for that purpose, or, alternatively, it would be B directions because it's not a strikeout, it's something the court should look at. So it does seem to me that the next hearing will actually be short unless you, in sufficient time, have received a package and you can say, "No, I'm going to ..." C And you can bring out a strikeout or whatever -- I'm not even sure you know what you're able to strike out, but if you can do that -- and then we can just rejig the hearing date and give you a longer period.

MR STAUNTON: Yes.

THE REGISTRAR: So, I think on the first stage I would say ... I mean, actually I think at best an hour is needed, but I think I would put an afternoon for this because it D might go on longer out of that (**Inaudible**) judgment.

MR STAUNTON: Yes.

THE REGISTRAR: So I'll adjourn part-heard to a half-day hearing, because it needn't be an afternoon. A half-day hearing for which parties are to lodge dates to avoid, E the dates to avoid to be lodged by 4 o'clock. I could say, "Let's do it by tomorrow," in the sense of (**Several inaudible words**) the court staff just won't be able to do that, so we'll have to go into the New Year for the purpose of lodging dates. Friday, 6 January?

F MR MILLINDER: Perfect. That's brilliant.

THE REGISTRAR: Right. So, the dates to avoid to be lodged by 4.00 pm on 6 January. The time estimate -- I've given that -- is half a day, and the hearing to be not before 1 February? You're putting in dates. I mean, we could try and fit it in in January but I'd have thought it's probably, bearing in mind --

G MR MILLINDER: If you can fit it in, please, yeah.

THE REGISTRAR: Well, bear in mind -- and this is what we have to talk about -- you're going to have to give any further documents to the other side, they're going to have to think about it.

H MR MILLINDER: I can work very, very quickly.

MR STAUNTON: You've got to get the transcript.

A THE REGISTRAR: You need the transcript, which will take a time as well to go through. Well, let's say not before 1 February. I just can't see how it's going to get on before then. But there is a direction that in so far as Mr Millinder intends to refer to further evidence -- and I'm not limiting you, actually, at the moment but I imagine that's the sort of, "I've put this package together; here it is," with a witness statement --

B MR MILLINDER: Of course, yeah.

THE REGISTRAR: -- such evidence is to be filed and served not less than 21 days before the hearing date. What I would say --

C MR MILLINDER: 21 days before the hearing date.

THE REGISTRAR: Yes, because everyone's got to have time to look at it. Okay.

MR MILLINDER: So, we're 1 February, we're going into 5 January, 21 days to that date. How's that going to work?

D THE REGISTRAR: No. At the moment what I've just said is the dates to avoid (Inaudible) fix the date. Okay? The date won't be until after 1 February.

MR MILLINDER: Yeah.

E THE REGISTRAR: If you're going to rely on any further evidence you've got during the beginning of January to put forward your evidence 21 days before the hearing date. All right?

MR MILLINDER: My evidence is there.

THE REGISTRAR: Yes, but if there's any new evidence. We need the package potentially.

F MR MILLINDER: Oh, yeah. The package is a side matter, yeah. The proposal in terms of the financial offering and how it's all going to be structured.

THE REGISTRAR: Yes. Well, it won't be the side issue. It could be the key issue, if you remember what we've already been discussing.

MR MILLINDER: Sure. Yeah, yeah. Okay.

G THE REGISTRAR: I mean, the other way of putting it is to give you a date by which to put forward such package. I mean, potentially you're going to go away, you're going to speak to your solicitors and you're going to --

H

MR MILLINDER: I'm going to do it overnight. I'm going to do it very, very quickly.

A

I'm going to do it within a few days. You know, give it a week and I could have it done for you.

THE REGISTRAR: The package?

MR MILLINDER: Yeah.

B

THE REGISTRAR: All right. Okay. Sorry, perhaps I should have thought of it in those terms. So, let's do it this way. This is in addition to the dates to avoid by 6 January. By 4.00 pm on 13 January Mr Millinder ... I'm giving you slightly longer than you were indicating but I would give you longer if you wanted it.

MR MILLINDER: Brilliant, yeah.

C

THE REGISTRAR: Well, no. At the moment I've put the 13th but let's see what we come down to.

MR MILLINDER: That's fine, that's fine.

D

THE REGISTRAR: By 4.00 pm on 13 January Mr Millinder, if so advised -- that means up to you -- shall serve and file any further evidence he intends to rely upon at the adjourned hearing, in particular the terms of any proposal he has for the future conduct by the company of the litigation which he has identified as being litigation the company ought to commence against -- and I'll short-circuit the name --

E

Middlesbrough Football Club whilst in liquidation. Now, you ought to have the opportunity to answer. It may be that it's unnecessary to do so but you ought to have the opportunity to answer that. So, any evidence in answer shall be filed and served by 4.00 pm on ... If I took that on 13 January you must be entitled to three weeks, which would be 3 February. So, the hearing date of the half-day hearing

F

will be not before -- because everyone needs time to look at the evidence and you need two weeks after that -- the 27th. I think that's right. You're going to love this. I've given you these dates and of course I've looked at 2017, so let me just go back. Apologies for that. I said 3 February. In fact, it's extremely convenient because that's a Friday. I then went on to say evidence in ... That was because I picked 13 January, which is actually a Saturday, so that should be the 12th, so your evidence by the 12th, which is the Friday.

G

MR MILLINDER: That's okay, yeah.

H

THE REGISTRAR: Theirs by the 3rd, which is a Friday. The hearing not to take place before Monday, 19 February. You're lodging your dates to avoid by 4 o'clock on

6 January for a hearing which will take place in half a day not before 19 February.
Hearing to be before -- it has to be before me because it's part-heard --
Mr Registrar Jones to take place as soon as practicable after 19 February, so the
court's aware that's what we're to do. All right.

MR MILLINDER: Okay.

THE REGISTRAR: And, so far as I need to make an order for costs today, because it's
part-heard I don't need to actually because it will all get wrapped up with the next
one. Is everyone content with regard to those directions?

MR MILLINDER: Yes, Mr Registrar.

MR STAUNTON: Yes.

THE REGISTRAR: Yes. Good. Thank you.

MR STAUNTON: My solicitor is saying 3 February is a Saturday. I can have my --

THE REGISTRAR: Sorry, 2 February, I'm afraid, not the 3rd. Thank you very much
for doing that. I'm still all right on the 19th, I think. Thank you.

MR MILLINDER: In terms ... One further point if I may, Mr Registrar. In terms of the
contempt proceedings I am going to file immediate contempt proceedings against
Middlesbrough Football Club to return the order of 9 January to this court.

THE REGISTRAR: The order of 9 January being ...?

MR MILLINDER: Being the **ex parte** injunction hearing that Middlesbrough Football
Club and Mr Staunton obtained after they withheld 172 pages of witness exhibit
from an **ex parte** hearing heard by Arnold J.

THE REGISTRAR: Hold on a minute. Okay. I'm not encouraging you in any way to
do this by what I'm saying.

MR MILLINDER: No.

THE REGISTRAR: This is completely neutral.

MR MILLINDER: Yeah.

THE REGISTRAR: You wouldn't bring contempt proceedings for that. What you
would do is restore whatever the application is that was before Arnold J, asking
him to review that on whatever grounds you want.

MR MILLINDER: Yeah.

THE REGISTRAR: I emphasise I'm not encouraging or suggesting that you should,
and, by the sounds of it, it doesn't sound a very good idea. It sounds as though
we're just going to waste time, money and effort but I've no idea so I can't go on

that. But it wouldn't be contempt proceedings. You'd be going the wrong way on that. All right. You'd want to go back. But you'd better make sure you get that transcript as soon as possible, for obvious reasons, because of these dates. I emphasise in regard to that that I've put a tight timetable as it is because that's what you want.

MR MILLINDER: Yes.

THE REGISTRAR: I would have given a longer timetable if it wasn't for that. It could cause you difficulties because it means you might not get the transcript because it's over the Christmas period, but you know what I --

MR MILLINDER: I do, yeah.

THE REGISTRAR: We've gone through it.

MR MILLINDER: Oh, yeah.

THE REGISTRAR: You're obviously an intelligent man so I'm not --

MR MILLINDER: Sure. I know exactly, yeah, yeah.

THE REGISTRAR: You've seen what we're doing so it shouldn't cause you prejudice.

MR MILLINDER: Yeah, fine. I'm happy with it.

THE REGISTRAR: But I emphasise that this timetable is on the basis that that's what you want, which is quick return.

MR MILLINDER: I'm happy with it, yeah, yeah.

THE REGISTRAR: Does anyone else have anything to add? **(Pause)**. Good.

MR STAUNTON: So, is the court going to draw the order or are you going to invite us to --

THE REGISTRAR: I think it's probably best in the circumstances.

MR STAUNTON: Yes.

THE REGISTRAR: Normally I would ask counsel but I think in the circumstances I will draw it, because there seems to be a certain element of mistrust, which obviously isn't coming from the court but I think it would be sensible if I did it.

MR STAUNTON: Thank you, sir.

THE REGISTRAR: But it's taking effect straightaway. And I'll go and do it now because I've got a 2 o'clock and I won't get the order done. So, thank you very much.

MR MILLINDER: Thank you very much.

THE REGISTRAR: Now, the only question I've got --

MR STAUNTON: Sir, do you want me to retrieve that bundle?

THE REGISTRAR: That's an excellent idea.

MR STAUNTON: (**Several inaudible words**) should be a Radcliffe Chambers bundle.

That's not the bundle that I put in.

THE REGISTRAR: Oh, that's the wrong one, sorry.

MR STAUNTON: That looks like it.

THE REGISTRAR: No, no. Yes, yes. That's the one.

MR STAUNTON: Right.

THE REGISTRAR: I'll leave the skeleton. I'm going to say as well for you that it's probably best if you take your bundles back and make sure --

MALE SPEAKER: Oh, no. I'm going to be (**Inaudible**).

THE REGISTRAR: Well, I know. But the reason I say that is, with the best will in the world from the court (**Several inaudible words**) and the last thing you want is (**Inaudible**). In so far as you want them back, make sure you give them back a few days before the next hearing.

MR MILLINDER: Of course, yeah, yeah.

MR STAUNTON: Sir, it's a matter for your drafting but when you were going through the order you talk about Mr Millinder doing something but, of course, Mr Millinder is not the applicant. The applicant is the company. You may want to keep --

THE REGISTRAR: Sorry, I presumed. Can I just take your bundle back?

MR STAUNTON: You may want to keep my skeleton.

THE REGISTRAR: Sorry.

MR MILLINDER: I am the applicant.

THE REGISTRAR: Do sit down for a minute.

MR MILLINDER: Sorry.

THE REGISTRAR: Can I look at this bundle again?

MR STAUNTON: Yes, of course.

THE REGISTRAR: Sorry. I've been assuming --

MR MILLINDER: I'm the applicant. The company --

THE REGISTRAR: -- I'd read that Mr --

MR STAUNTON: It's the tab numbered 3.

THE REGISTRAR: 3. Mr Millinder ...

MR STAUNTON: You see the claimant's name, Earth Energy Investments LLP.

A THE REGISTRAR: I do. I had understood that this application notice, although it's got "claimant's name", is you as applicant.

MR MILLINDER: Correct.

THE REGISTRAR: Okay.

MR MILLINDER: That is the correct position.

B THE REGISTRAR: So, in so far as that needs to be made clear, it's fully understood this is your application.

MR MILLINDER: It's my application.

THE REGISTRAR: And so I will name you in the title as the applicant.

C MR MILLINDER: Fine. That is correct, yeah.

THE REGISTRAR: Yes. Absolutely. No. Well, that's --

MR MILLINDER: That's right, yeah.

D THE REGISTRAR: In fact, in that regard, I'm going to take out of the bundle, although (Inaudible) easier for me, that application notice because that will help me with the title.

MR STAUNTON: Thank you, sir.

THE REGISTRAR: Good. Thank you very much indeed.

(13.38 pm)

E (Adjourned to a date to be fixed)

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