Pursuant to Section 9 Criminal Justice Act 1967:

Bundle of investigatory reports on judicial fraud and corruption in Mr Millinder's case exhibiting real evidence including official transcripts.

Judicial corruption and 3 lies by the 3 stooges

Judicial corruption: Left: Sir Richard Arnold (AKA Lord Justice Arnold) Center: Sir Christopher Nugee (AKA Lord Justice Nugee) Right: Sir Geoffrey Vos (AKA Lord Justice Vos - Master of the Rolls and head of civil justice for England & Wales)

Contents

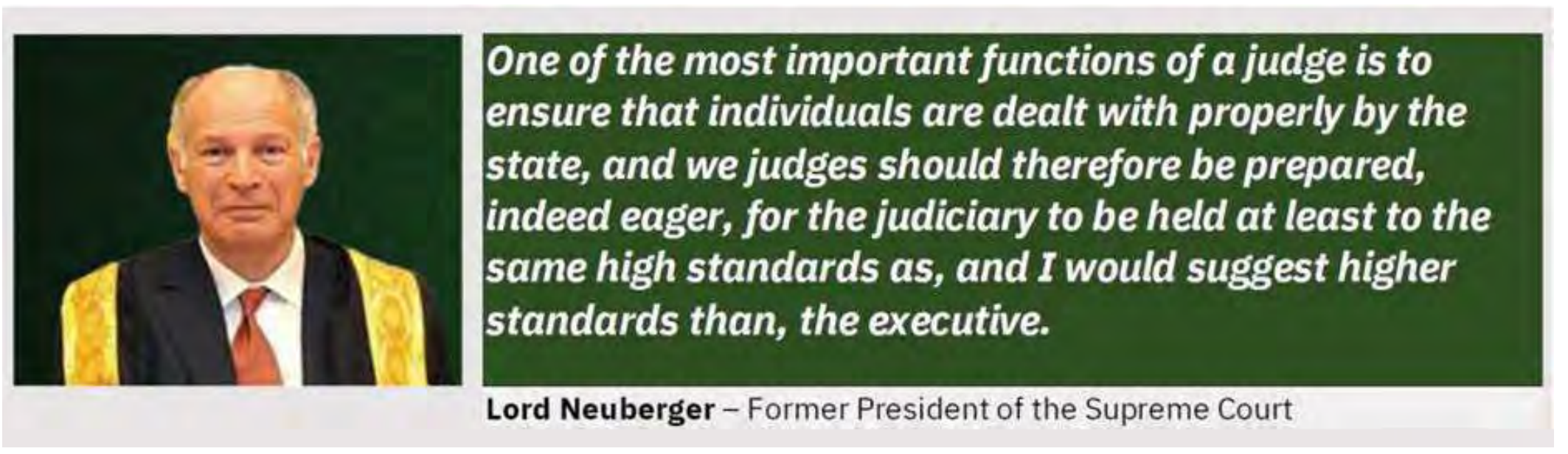
PRECIS: Judicial corruption and 3 lies by the 3 stooges

Judicial corruption violates not only the rights of victims, but also the State's treaty-based human rights obligations and international law, eroding democracy, defeating judicial propriety with nepotism and third party influence, undermining the rule of English law, justice and the public trust.

In this article we expose '3 judicial stooges', (Lord Justice Arnold, Lord Justice Nugee & the Master of the Rolls, Lord Justice Vos) and the lies they told and acts they carried out to conceal the crucial facts and evidence. Unquestionably, a severe affront to justice, by senior members of the judiciary.

Told for the ordinary man or woman down the pub, and based on real evidence, we expose major flaws in the UK justice system with unregulated and lawless judges lying and cheating to sway the case in favour of the wrongdoers due to their political status and connections.

Welcome to the totalitarian state of systemically corrupt two-tier justice Britain, the English rule of law is no more.



1. 1 of 3: Sir Richard Arnold – AKA Lord Justice Arnold

On 9 January 2017 Sir Richard Arnold (Richard David Arnold – D.O.B 23 June 1961) presided over an ex-parte financial injunction application brought by Middlesbrough Football Club, owned by its Chairman, Steve Gibson OBE, the Tory turncoat former Labour politician.

It is between 9 January 2017 and 16 January 2017 that the offending by Middlesbrough Football Club, their lawyers, and Sir Richard Arnold occurred.

On 17 October 2019, Sir Richard was made Lord Justice Arnold, elevated from the High Court, now sitting in the Court of Appeal, reviewing decisions from lower courts to ensure the law was applied fairly and correctly.

Taxpayer sponsored cronyism by corrupt officials in charge of the judiciary? You decide.

Sir Richard Arnold, pictured is now Lord Justice Arnold sitting in the Court of Appeal – an extreme risk of harm to all he comes into contact with?

1.1. Judicial corruption: A severe affront to justice by Sir Richard Arnold on 9 January 2017

Earth Energy Investments LLP v Middlesbrough Football & Athletic Company (1986) Ltd:

What happened was that on 6 January 2017, Earth Energy Investments LLP ('***EEI***') served Middlesbrough Football & Athletic Company (1986) Ltd **a statutory demand for a liquidated sum of £530,000**.

The EEI statutory demand prompted Middlesbrough Football Club to instruct their lawyers to apply for an ex-parte (without notice) financial injunction, on 9 January 2017.

However, there was never any dispute as to the contractual facts, so what's evidential is that the Club and their lawyers lied about those crucial contractual facts, and the assignment that unpinned the EEI claim.

What ensued was a severe and undoubtedly a criminal affront to justice, not only by officers of the court, but by senior judges themselves, needless to say fraudulent non-disclosure originating by the Club and their lawyers between 9 – 16 January 2017.

1.2. An ex-parte financial injunction application by Middlesbrough FC

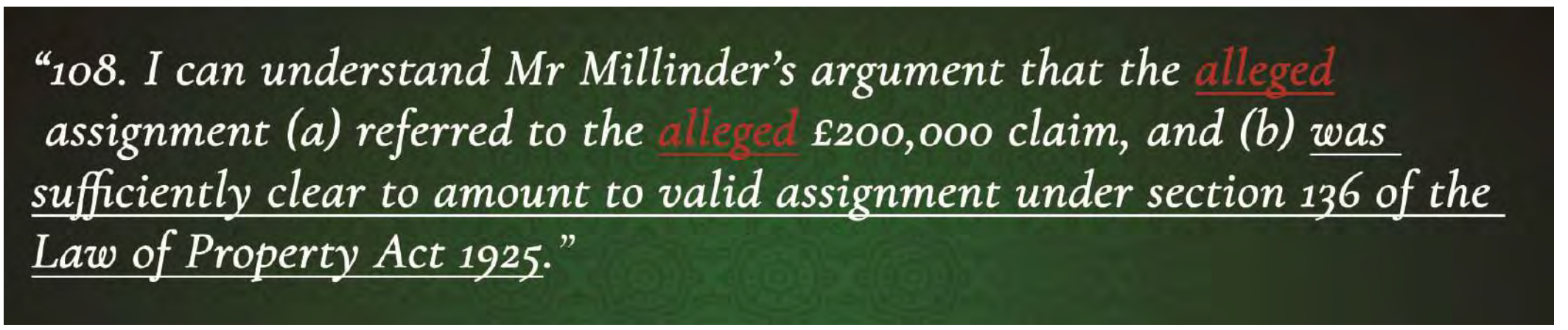
Ex parte financial injunction applications place the applicant under an absolute legal duty of full and frank disclosure to the court. Such an applicant must act with the "utmost good faith" and present a balanced view of the case.

All material evidence and facts must be disclosed, even if adverse to the applicant's case, and the ex-parte applicant is under a '*continuing legal duty'* to return to the Court with any material change in circumstances up until the first hearing on notice.

1.3. The two crucial facts and the related material information

1.3.1. FACT 1: The EEI claim was based on an assignment:

Pursuant to **Section 136(1) of the Law of Property Act 1925** EW assigned the debt, the investment made in EW to its parent, EEI on 29 June 2015. EEI first served notice of the assignment on the Club on 30 June 2015, then again on 6 January 2017 by independent process server.

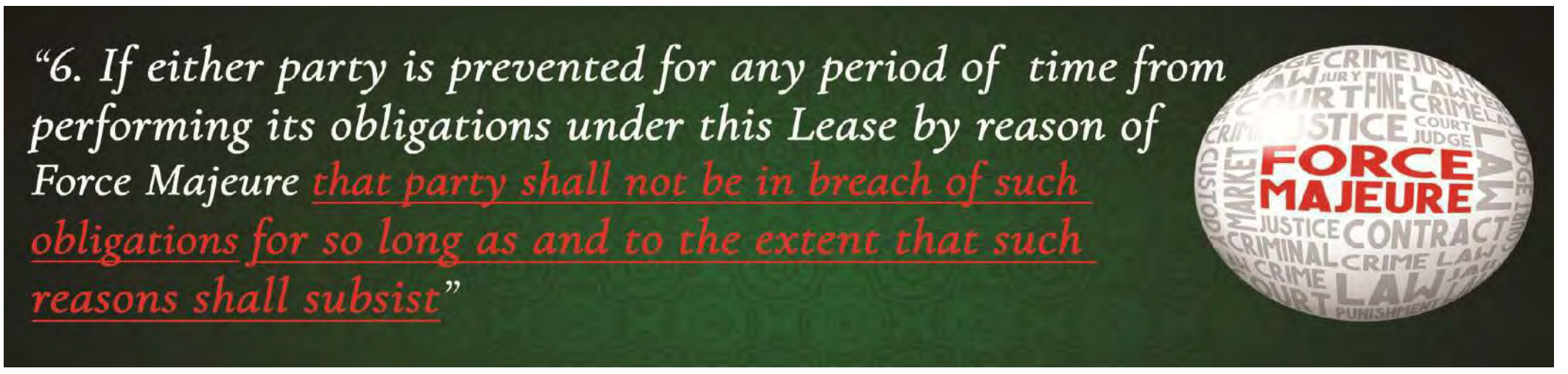


Paragraph 108 of the judgment by Lord Justice Vos, Chancellor of the High Court of 8 February 2019 referring to the assignment from EW to EEI

1.3.2. FACT 2: The EEI claim was based on the completed contractual terms – namely the force majeure definition and clauses:

The legal argument encompassed in **the 2-page statement** of the EEI claim was the crucial contractual fact that Earth Energy Investments LLP's subsidiary, Empowering Wind MFC Ltd ('***EW***') contractually owed no money to Middlesbrough Football Club, prior to them refusing the connection on 30 April 2015, defeating the contractual purpose, which was to ***'construct, connect to the grid and operate***' a 90 metre high wind turbine in the overflow carpark of the Club's Riverside Stadium.

At the heart of proving the EEI demand was that the delay preventing the turbine from lawful operation between 23 September 2013 – 23 December 2014 was an act of 'force majeure' according to the definition and operative clause of force majeure in the lease, and the energy supply agreement between EW and the Club.

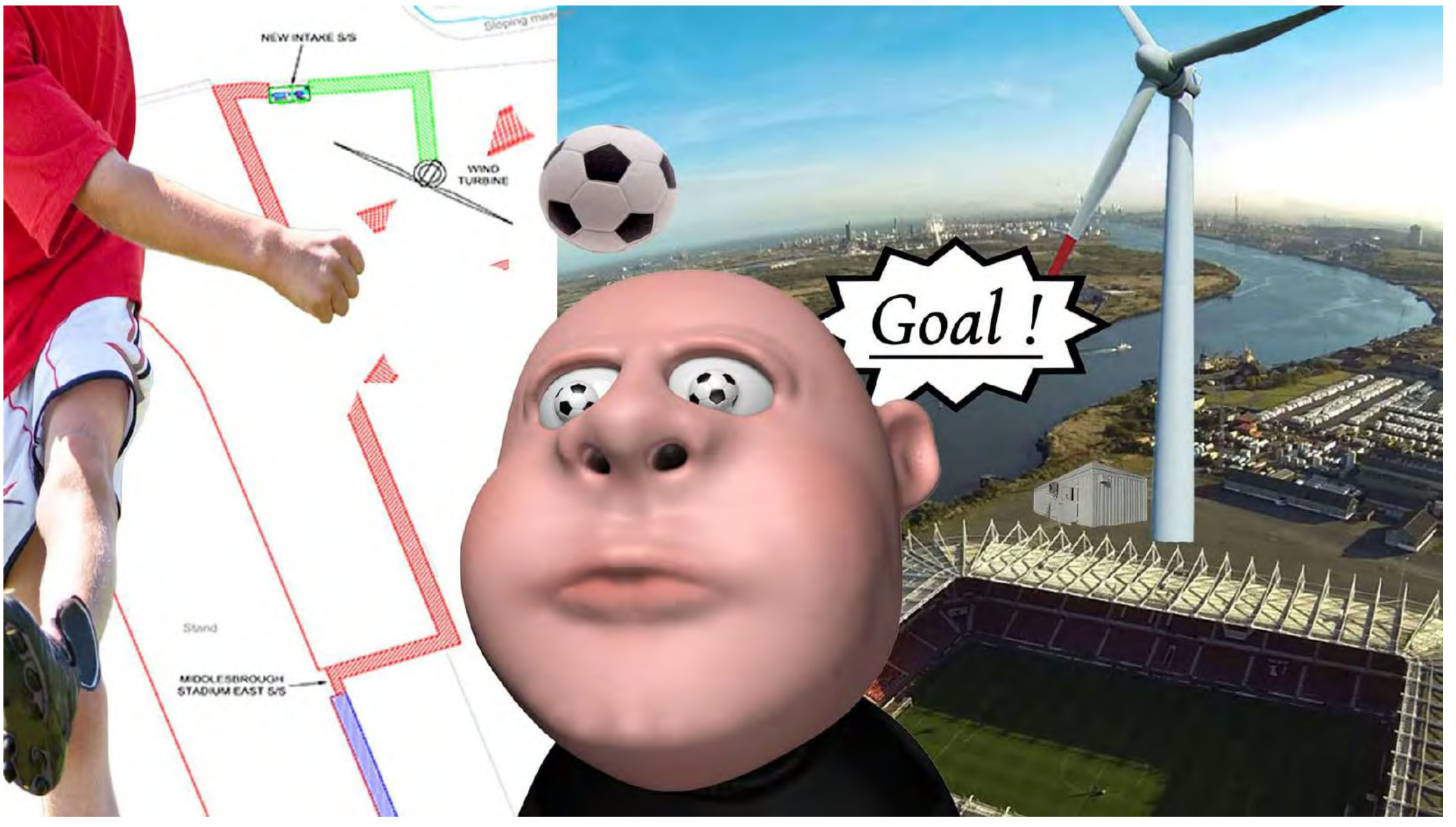


The operative clause 6 in the Agreements & Declarations of the lease between EW and Middlesbrough Football Club

The delay was caused by the Local Planning Authority failing to act according to their duties in discharging a pre-commencement planning condition that prevented the wind turbine from lawful operation, when on 23 September 2013 (96-days into the lease) the Planning Officer confirmed in writing that EW had done as required to have discharged it.

Schedule 7 of the lease (Rent) provided for 365-days free to rent from which EW was to have 'commissioned' the wind turbine. Therefore, from 23 December 2014, EW was to enjoy 269-days free of rent. The first instalment of rent in the sum of £15,000 including V.A.T fell contractually due on Friday 18 September 2015.

On 19 August 2015 the Club forfeited the lease, based on their unwarranted demand, after killing the project, on 30 April 2015. Without a connection, the turbine cannot operate!



Middlesbrough Football Club defeated the connection and therefore the contracts that required it – Then failed to disclose that they did!

1.4. Middlesbrough Football Club 'killed the project' with 3 strikes

A. **<u>On 30 April 2015</u>**, the Club refused the connection.

B. **<u>On 25 June 2015</u>** the Club demanded the sum of £256,269.89 of which £75,000 was for rent and £181,269.89 an invoice for energy supply, they were contractually prohibited from invoicing for, as the supply contract required EW's "***satisfaction in full of***" "***entering into a connection agreement***" prior to any "***Entitlement to Agreed Output***" (agreement to supply power).

C. On 19 August 2015 the Club fraudulently and or negligently forfeited the 26-year wind turbine lease deed registered against the Land Registry title of the Stadium, based on their 25 June 2015 unwarranted demand, after preventing EW from performing on the rights granted.

1.5. Sir Richard Arnold's actual knowledge of fact and circumstance

We feature the **official hearing transcript and judgment of 9 January 2017**, when Sir Richard Arnold, then a High Court Judge, presided over the Club's (without notice) financial injunction application brought by Middlesbrough Football Club, and their solicitors, Womble Bond Dickinson (UK) LLP in Newcastle, who instructed Ulick Staunton, counsel, of Radcliffe Chambers.

The ex-parte transcript of 14-pages including Sir Richard Arnold's judgment, enabled us to pinpoint and exhibit the evidence Sir Richard Arnold was taken to, so we can prove, with a high degree of assurance, his actual knowledge of fact and circumstances, prior to fraudulently misrepresenting and concealing those crucial facts in the way that Sir Richard Arnold did.

The evidential test we performed establishes a person's state of mind (mens rea), and culpability of the fraud by false representation, easily proven on the strength of the real evidence, to have been committed by Sir Richard Arnold.

Knowing that force majeure suspended schedule 7 of the lease, therefore no rent was owed Ulick Staunton, acting for the Club, falsely represented that there was no force majeure clause in the lease. Prior to the hearing however, when he wrote his skeleton argument at paragraph 6, Mr Staunton admitted he knew the clause was in the lease, when he wrote this:

"6. On 17 June 2013 the Applicant granted a lease to Empowering Wind on payment of a premium of £200,000 and under which it was liable to pay rent of £50,000pa from the earlier of the commissioning of the wind turbine or the first of anniversary of the lease. The lease contained a force majeure clause."

That was the Club, their lawyers, and by his own pen, Ulick Staunton's actual knowledge of fact and circumstance prior to the hearing on 9 January 2017.

Sir Richard Arnold was under official duties to have read Mr Staunton's skeleton, so he also knew there was a force majeure clause in the lease, as he did that the rent was £50,000 per annum.

1.6. False representations by the Club in relation to the force majeure clause in the lease

From the official transcript (pages 3 – 4):

MR STAUNTON: If I take you to p.32, cl.1.1, covenant to pay that further rent as set out in Schedule 7. Page 48, cl.1.4.1, there is the further rent of 50,000 a year.

MR JUSTICE ARNOLD: Yes.

MR STAUNTON: — and if you turn over the page, my Lord, 1.7 and 1.8, that is to be paid on the usual quarter days. So there is the obligation. It is the obligation of Empowering Wind, and you know from the evidence it fails to pay that additional rent, hence the lease is forfeit, which gives rise to this claim.

The respondent argues constantly about force majeure. Can you turn back to p.22, please? There is a definition clause for force majeure. The very curious thing is, although it is part of the definition clause of the lease, there is no further mention in the lease of force majeure, what happens should circumstances of force majeure arise. It is very curious.

MR JUSTICE ARNOLD: Right. Yes, that is odd.

MR STAUNTON: So it does not appear on the face of this document that any event of force majeure excuses Empowering Wind from paying the rent. Where you do find force majeure is, if you turn on to the energy supply agreement, p.51, it has an effective force majeure clause. So p.51. This is the energy supply agreement.

MR JUSTICE ARNOLD: Yes.

MR STAUNTON: If you turn on to p.54, you will see the force majeure definition about two-thirds of the way down the page. It is slightly different to the definition of force majeure in the lease, but that's neither here nor there in my submission, but this does have effect because if you turn on to p.57—-

MR JUSTICE ARNOLD: Yes.

MR STAUNTON: — cl.3.1.2, there is an obligation to pay sums, and p.60, cl.6, does have an effective force majeure clause. Now, I do not have, in the evidence, any answers to why there is an effective force majeure in the energy supply agreement but not in the lease, but that is the evidence before you.

MR JUSTICE ARNOLD: Okay.

MR STAUNTON: Now, the rent was not paid and there was a demand, forfeiture. Can you turn to p.66? There is the invoice for the rents. Page 67 is the invoice itself and p.73—-

MR JUSTICE ARNOLD: Yes?

Although wilfully blind, Ulick Staunton, counsel for the Club and Sir Richard Arnold are not and were not then physically blind anyway, they can see as well as you can below, that page 67 of the Club's ex-parte bundle was not an invoice for the rents at all, rather, it is an invoice for £181,269.89 for energy supply, which Ulick Staunton admitted was not owed, because, in his own words, there is an '***effective force majeure clause***'.

The Club, who completed the terms of the supply contract with EW on 7 November 2013 together with the Connection Deed, knew, or ought to have done, that any such invoice was contractually prohibited, because there was no "***Entitlement to Agreed Output***" (agreement to supply any power). That is the motive in Mr Staunton's lie in Court, saying the energy supply invoice below was "rent"

Middlesbrough Football Club

Riverside Stadium, Middlesbrough TS3 6RS
Tel: 0844 499 6789 Fax (01642) 757697

EMPOWERING WIND
3rd FLOOR
277-281 OXFORD STREET
LONDON

W1C 2DL

INVOICE No.	0000079473
Invoice/Tax Date	24/06/2015
Order No.	
Account No.	EMPOW01F

Qty		Unit Price (Incl. VAT)	VAT CODE	Total (Incl. VAT)
1	ELECTRICITY CONSUMED BY THE CLUB AT RIVERSIDE STADDIUM, MIDDLESBROUGH 1,888,228 KHw @ £0.08 = £151,058.24 NET + VAT	181269.89	1	181269.89

VAT CODE	GOODS	VAT RATE	VAT AMOUNT
1	151058.24	20.00	30211.65

INVOICE GOODS	INVOICE VAT	INVOICE TOTAL
151058.24	30211.65	181269.89

Bank Details:
Barclays Bank Plc
Account No. 80637408
Sort Code 20-56-74

Gross Value If Paid Within 0 Days 181269.89

Page 67 of Middlesbrough Football Club's ex-parte hearing bundle is not an invoice for rent at all – as they falsely represented in Court – Arnold J must have known that!

1.7. Fraudulent failure to disclose crucial material facts in relation to the energy supply agreement

The Club and their lawyers failed entirely to disclose that any '***invoicing & payment***', was contractually prohibited, because there was to contractual "***Entitlement to Agreed Output***', after the Club refused the connection on 30 April 2015.

On the contrary, in breach of their legal duty of full and frank disclosure, they failed to disclose both, and then in tandem failed to disclose they refused the connection, whilst withholding all the evidence to prove they did.

1.8. Summary of the Club's wrongdoing during their 9 January 2017 ex-parte financial injunction hearing

1. Ulick Staunton, counsel for the Club referred at paragraph 6 of his skeleton created prior to the hearing, to the fact that the lease contains a force majeure clause. During the hearing Mr Staunton lied about it, saying there was no force majeure clause in the lease, other than the definition, because he knew no rent was owed precisely due to existence of that clause. Mr Staunton lied in Court saying that the invoice for energy supply, he knew could not be established, is an invoice for the rent, knowing it is an invoice for energy supply that was not owed either.

2. The Club and their lawyers failed to disclose the crucial material fact that on 30 April 2015, the Club, acting by Mr Bloom himself (pictured below), defeated the connection, and the contractual purpose. In tandem with that material non-disclosure, was failure to disclose that the energy supply agreement was conditional upon EW / EEI's 'satisfaction in full' of entering into that connection agreement, prior to there being any agreement to supply any power.

3. The Club and their lawyers withheld the planning related evidence, the grid connection related evidence and the assignment on which the demand was based, when that evidence was served on them by process server, in person, by emptying the contents on the front desk of the Club's stadium, at 10.30AM on 6 January 2017.

1.9. SECTION 5B PERJURY ACT 1911: Knowingly false statement certified as true by the Club

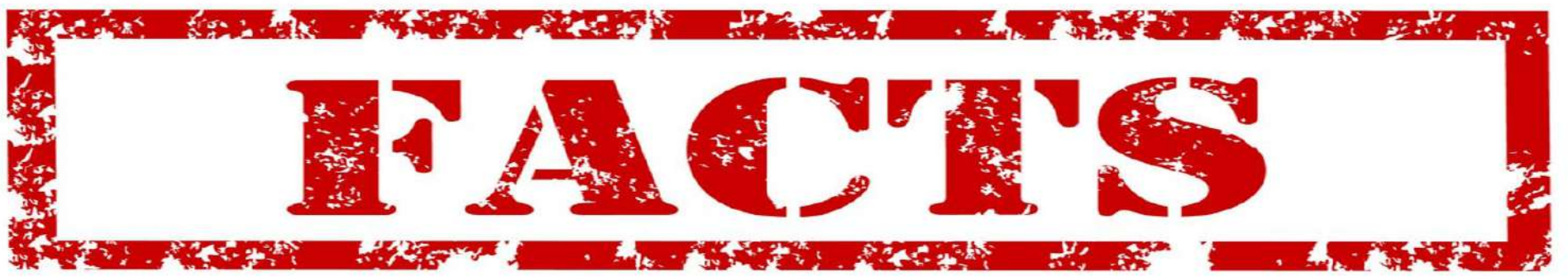
22.2 In his email of 15 December 2016 referred to above (pages 88 to 97), Mr Millinder stated that, as the majority creditor of EW, he had the " ... right to progress the claim that ***I shall assign*** *to its Parent Company"* [emphasis added]. In a similar vein, when referring later in the same email to MFC's involvement in EW's winding up and dissolution, Mr Millinder said that EW's liquidation did not " ... *prevent us from assigning rights to recover costs or taking legal action resulting from forfeiture of the Lease as Parent Company of [EW]"*. Whilst I express no opinion in this statement as to how Mr Millinder, as a creditor, could assign an alleged claim from a company in liquidation, the clear implication from these statements is that, as at 15 December 2016, no such assignment had occurred and I have seen no evidence of any assignment. It is therefore wholly unclear on what basis EE asserts that it is a creditor of MFC and no explanation Is provided in the statutory demand.

Paragraph 22.2 of the Club's 8 January 2017 witness statement by Jeremy Robin Bloom the former senior partner of Womble Bond Dickinson (pictured)

Page 4 of the 5-page statutory demand expressly referred to the absolute assignment of 29 June 2015 on which the claim for the liquidated sum of the demand was based, and later into this report, we evidence that on 5 February 2018, Sir Christopher Nugee (now Lord Justice Nugee) found that the assignment was withheld.

Obviously, for it to have been withheld, it must have first been in the Club's possession, which it was, just two-days prior to Mr Bloom lying about it, and dishonestly failing to disclose it at the same time.

Unlike the Club and their cohorts, the crucial facts and evidence don't deceive.



It is evident from the official transcript we recited above, that Ulick Staunton took Sir Richard Arnold to the Club's **unwarranted demand dated 25 June 2015**, comprising of a purported claim for £75,000 in rent, and £181,269.89 energy supply. The first page (1 of 7) was page 66 of the Club's ex-parte bundle (below), and page 67 (page 6 above) was therefore page 2.

Middlesbrough Football Club
Riverside Stadium
Middlesbrough
TS3 6RS

Tel: 0844 499 6789
Fax: 01642 757697

Training Headquarters
Rockliffe Park
Hurworth Place
Nr Darlington
DL2 2DU

Tel: 01325 722292
Fax: 01325 722104

Empowering Wind MFC Limited
Third Floor
277-281 Oxford Street
London
W1C 2DL

June 25th 2015

Dear Sirs,

Lease of wind turbine site made between Middlesbrough Football and Athletic Company (1986) Limited and Empowering Wind MFC Limited
Energy Supply Agreement dated 7 November 2013 made between Empowering Wind MFC Limited and Middlesbrough Football and Athletic Company (1986) Limited

Please find enclosed invoices in relation to the following:

1. Rent payable under the lease for the period to 28 September 2015. This rental demand covers the period from 16 June 2014 (the commissioning date under the lease) to the September quarter day;
2. Payment under clause 3.4.2 of the energy supply agreement on the basis that the Start Date has not been achieved within 12 months of the date of the energy supply agreement. – payment is therefore due at the rate of 0.08 per khw of electricity consumed by the club at Riverside Stadium, Middlesbrough.

Please note that, in the event that you fail to pay these sums within the periods specified by the lease and the electricity supply agreement respectively, the club will enforce the provisions of these agreements relating to failure to perform obligations including (but not limited to) the provisions of paragraph 1 of schedule 5 of the lease and paragraph 7 of the supply agreement.

Yours faithfully

Mark Ellis

Chief Operating Officer

Page 1 of the Club's unwarranted demand for rent and energy supply in the sum totaling £256,269.89

Pages 3 – 7 of **the Club's 25 June 2015 unwarranted demand** are invoices for the quarterly rent in the sum of £15,000 including V.A.T.

Similarly, Sir Richard Arnold was also taken the Schedule 7 of the lease (Rent) which also affirmed that the rent is £50,000 a year payable in quarterly instalments. Below, we exhibit a photograph of Schedule 7 (page 48 of the Club's ex-parte hearing bundle):

SCHEDULE 7

Rent

[NB: Rental Payments to commence upon completion of commissioning of the turbine which will be no later than 12 months from the execution of the Lease]

1 In Schedule 7:

1.1 "Accounting Year" means the year commencing on the Commissioning Date or each anniversary of the Commissioning Date (as appropriate).

1.2 "Accounting Year End" means in every year the day before the anniversary of the Commissioning Date.

1.3 "Base Figure" means the figure for the Index for the month in which this Lease was entered into

1.4 "Capacity Rent" means for each Accounting Year, the Capacity Rent shall increase with the current rate of inflation for each accounting year, as follows:

1.4.1 during years 1 to 5 (inclusive) of the Term the sum of fifty thousand pounds £50,000 per annum

1.4.2 during years 6 to 10 (inclusive) of the Term the sum of fifty thousand pounds £50,000 per annum

1.4.3 during years 11 to 15 (inclusive) of the Term the sum of fifty thousand pounds £50,000 per annum

1.4.4 during years 16 to 20 (inclusive) of the Term the sum of fifty thousand pounds £50,000 per annum

1.4.5 during years 21 to 25 (inclusive) of the Term the sum of fifty thousand pounds £50,000 per annum

1.5 "Index" means the all items index of retail prices published from time to time by the UK Government or (if this index ceases to be published) such other index as the parties may

171992-0001 - Clean Copy Lease - Middlesbrough Football & Athletic
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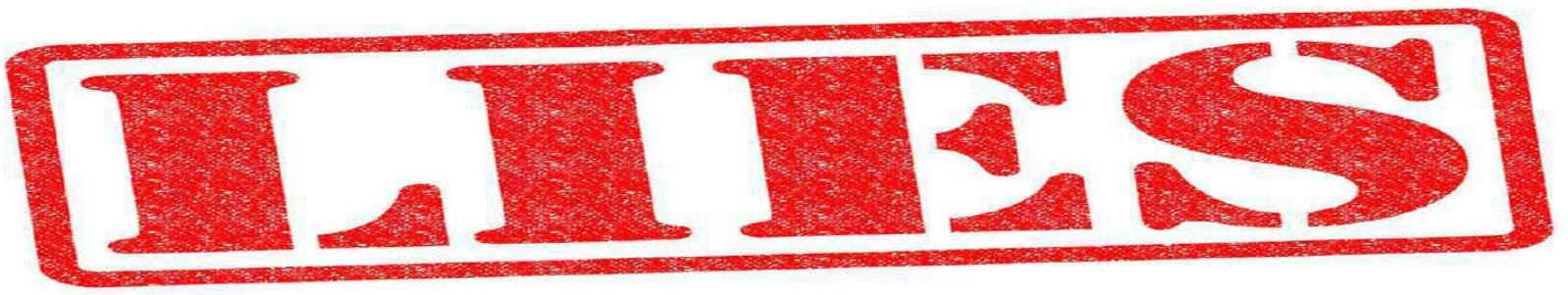
48

Schedule 7 of the EW – MFC lease which is page 48 of the Club's bundle that Sir Richard Arnold was taken to by Mr Staunton

In the Club's ex-parte hearing bundle, Sir Richard Arnold also learned that the Club had made an additional claim in the sum of £541,308.89 against EW of which £466,308.89 was also for energy supply. 19-days prior, the Club was claiming the sum of their unwarranted demand, of which £181,269.89 was that invoice for energy supply!

Page 5 of the EEI demand listed the assignment as one of the exhibits with it, along with the 'Connection Deed' and 'Connection Offer', Sir Richard Arnold must have known that these documents were withheld, but no further questions were asked.



We recite paragraphs 3 – 4 of [Sir Richard Arnold's ex-parte 9 January 2017 judgment] below:

"3. The background to the matter, in summary, is as follows. On 17 June 2013 the applicant granted Empowering Wind a lease on payment of a premium of £200,000 under which Empowering Wind was liable to pay rent of £550,000 per annum. There was a planning aspect to the matter which I do not propose to go into in any detail, but the upshot was that it was not until December 2014 that Empowering Wind obtained planning permission from the local planning authority. Empowering Wind paid the rents due under the lease up to June 2015, but thereafter failed to pay the rent. On 19 August 2015 the applicant forfeited the lease.

4. It is apparently Empowering Wind's assertion, and now the respondent's assertion, that the delay which was encountered between September 2013 and December 2014 in obtaining planning permission from the local planning authority was an event of force majeure under the lease. Be that as it may, it is at least arguable on the evidence before the court that Empowering Wind and the respondent have known for a very considerable period of time that the claim was disputed"

It becomes obvious to the ordinary man or woman reading this, that Sir Richard Arnold said he '*did not want to go into the planning aspect to the matter*', because he knew that the Club had withheld the planning related evidence, and that no rent or energy supply was owed at all.

If Sir Richard Arnold believed himself when he said that EW paid the rents due under the lease up until June 2015, he knew that the next instalment of rent in the sum of £15,000 (including V.A.T) was due on 18 September 2015!

Sir Richard Arnold however, did not make any error, for he approved the judgment in November 2019, long after it was orally handed down, and he knew that the Club had demanded £75,000 for rent and £181,269.89 for energy supply.

After discovering that the Club fictitiously claimed £541,308.89 on 20 December 2016, at paragraph 3 of his judgment, Sir Richard Arnold is attested making [the knowingly false representation] that the rent owed to the Club was £550,000 per annum, knowing nothing was owed at all!

1.10. FIRST CONCLUSION: Judicial corruption by 1 of 3: Sir Richard Arnold

1. Sir Richard Arnold concealed obvious material non-disclosure by the Club and their lawyers, he lied about the rent, knowing that contractually force majeure had effect and no rent was owed.

2. Sir Richard Arnold lied and said EW paid the rents up until June 2015, when he knew no rent was owed and that he had before him an invoice dated 25 June 2015, in the sum of £15,000 including V.A.T

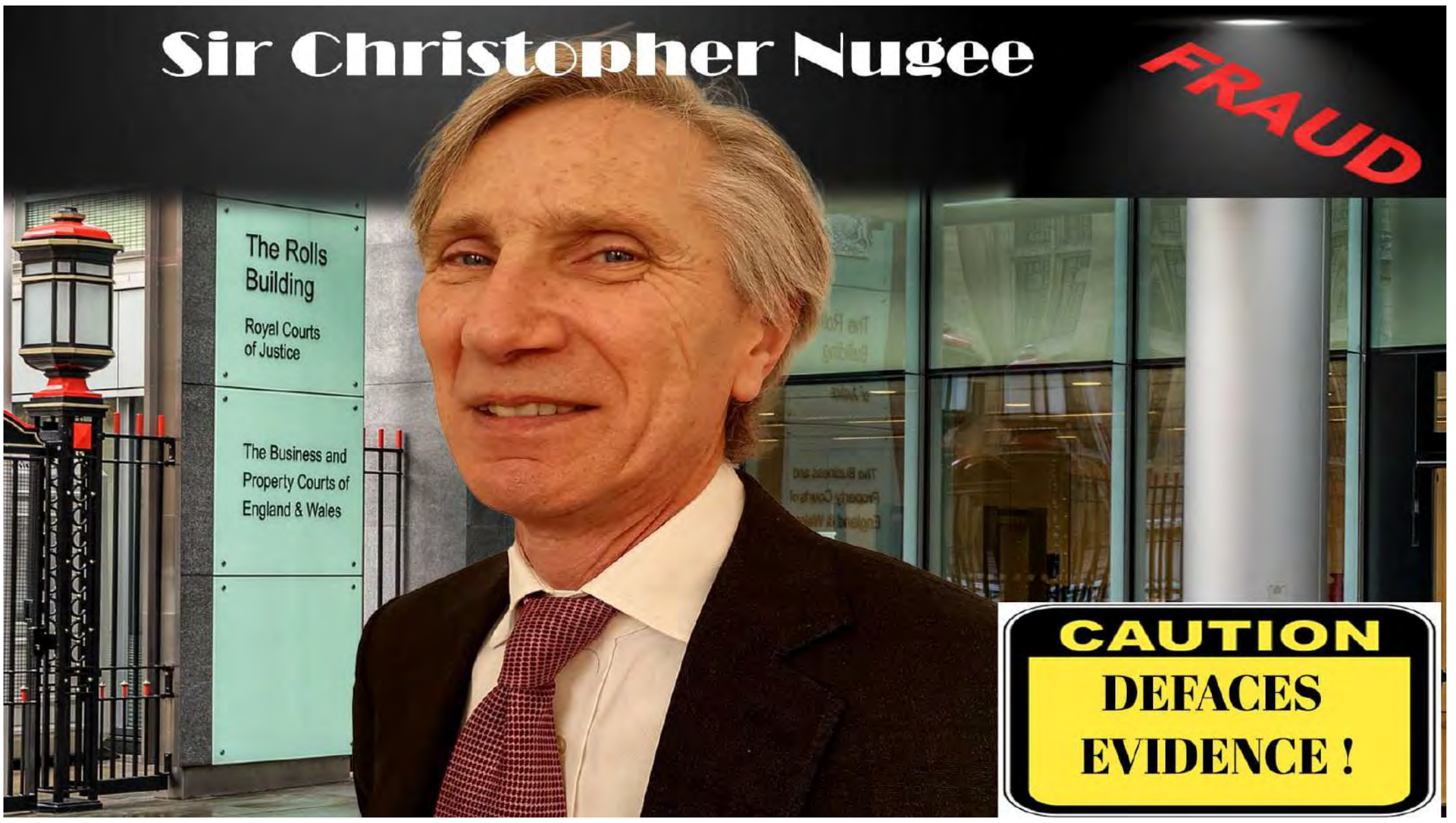
3. Sir Richard Arnold lied and said the rent owed to the Club was £550,000 to conceal the obviously false claim of 20 December 2016 by the Club, of which £466,308.89 was for energy supply!

Sir Richard Arnold was given a taxpayer sponsored promotion, elevated to a Lord Justice of Appeal, after breaching his oath and acting fraudulently in this case.

2. 2 of 3: Sir Christopher Nugee – AKA Lord Justice Nugee

On 30 January 2018 EEI made an application to set aside the order of 9 January 2017 said to have been founded by fraudulent non-disclosure.

Sir Christopher Nugee (D.O.B; 23 January 1959) AKA Lord Justice Nugee presided over EEI's application and to prove his acts of judicial corruption, we relied on real evidence, the **88-page official transcript of the hearing of 5 February 2018, and the 6-page approved judgment**.



On 5 February 2018, sitting in the Rolls Building, the interim applications Court 10, Sir Christopher Nugee, then a High Court Judge, purported to determine EEI's application of 30 January 2018 to set aside the Club's injunction orders. At paragraphs 3 – 4 of his judgment, Sir Christopher Nugee said this:

"3…I have heard some explanation from Mr Millinder as to why that project did not succeed, his contention being that it was, in effect, all Middlesbrough's fault for failing to enter into an agreement called the connection agreement. The upshot of that was that EW was unable to generate any money, that meant it was neither able to pay rent under the lease, nor to pay what were quite substantial charges ostensibly payable under something called the energy supply agreement under which, if it was not supplying energy to Middlesbrough it had to pay Middlesbrough a figure based on eight pence for each kilowatt hour of energy which Middlesbrough consumed.

4. On the basis of those matters, Middlesbrough demanded payment of money from EW, terminated the lease for non payment of rent and subsequently appeared as a supporting creditor in support of a petition to wind up EW brought by HMRC. In January of 2017, Middlesbrough received a statutory demand, not from EW which was by then in liquidation, but by EEI claiming over half a million pounds in respect of what could be briefly described as abortive costs, namely £200,000 which had been paid by EW for the premium for the lease, and a further £330,000 said to be for costs which had been incurred on the project."

Sir Christopher Nugee negated judging in the public interest on the obvious, the deliberate failure of the Club to have disclosed the material fact that on 30 April 2015, the Club defeated the contractual purpose, refusing the connection.

It was obvious to anyone, they failed to disclose that material fact, whilst hiding it in tandem by failing to disclose the email chai of 30 April 2015, the Connection Deed, Northern Powergrid Connection Offer and the agreement between the Club themselves and Northern Powergrid, for establishing the wind turbine connection.

Two tier selective judging, but this is far more sinister, we quickly reveal...

2.1. Judicial corruption: findings of material non-disclosure by Sir Christopher Nugee on 5 February 2018 – an obvious cover up

At paragraphs 5 – 6 of his judgment, Mr Justice Nugee found, and the Club's lawyers did not dispute that they withheld all the information said to have been withheld by Mr Millinder and his lawyers, Penningtons Manches LLP, in their letter to Womble Bond Dickinson (UK) LLP of 11 January 2017. Sir Christopher Nugee said this:

5. It is now suggested by Mr Millinder on behalf of EEI that the order of 16th January was obtained as a result of material non disclosure before Mr Justice Arnold on the without notice application on the 9th January. He relies for this on non disclosure of a large number of documents which, as I understand it, supported the statutory demand and which explained the background to the dispute, in particular the connection agreement which, in his submissions to me, he explained was the foundation of his argument that the project was, effectively, killed by Middlesbrough.

6. It is not disputed that those documents were not put before Mr Justice Arnold. I was also shown a note of the hearing in which Mr Staunton, who appeared for Middlesbrough then as he does for Middlesbrough today, says this:

"There is a definition of force majeure in the lease. There is no other reference to force majeure in the lease."

That was something he repeated before me, but in fact, there was a provision in the lease at schedule 5, paragraph 6, which provided that:

"If either party is prevented for any period of time from performing its obligations under this lease by reason of force majeure, that party shall not be in breach of such obligations for so long as, and to the extent to which such reason shall subsist."

Ulick Staunton lied about force majeure in the lease, in breach of his legal duty to have disclosed. Knowing of that, and then repeating the lie in relation to the most crucial contractual fact, Sir Christopher Nugee implied he did not believe Mr Staunton deliberately misled the Court!

Any judging by Mr Justice Nugee as to the contractual terms of the energy supply agreement was negated, following on from Sir Richard Arnold's lie, that the rent was £550,000, to cover up £466,308.89 in energy supply, and £75,000 in rent!

No consideration was given to the fact that Mr Staunton admitted on 9 January 2017 that the Club could establish no claim for energy supply, because 'force majeure has effect', and for that reason, he lied and said the invoice for energy supply, was rent!

Rather, due to persistent failure to judge, on 20 February 2017, the Club fictitiously claimed £4,111,874.75, of which, over 4 million was also for energy supply!

To put that into perspective, 42-days after Mr Staunton admitted in the open Court that no claim could be established, on 9 January 2017, when his client was claiming £466,308.89 for energy supply, whilst on 25 June 2015 claiming the sum of £181,269.89 which Mr Staunton lied in Court about and said was "***the invoice for the rents***", Middlesbrough Football Club and their lawyers, who completed the conditional energy supply agreement, then claimed £4,031,664.80 for energy supply!

2.2. Elizabeth Jones KC a Deputy High Court Judge of the same Court submitted that the non-disclosure was obviously material – Nugee J covered it up!

At paragraph 7 of his 5 February 2018 judgment, Sir Christopher Nugee said this:

"***7. It is true that that provision was, in fact, referenced in the evidence, being a witness statement of Mr Bloom on behalf of Middlesbrough that was put before Mr Justice Arnold on the 9th January, both at paragraph 8.5 where that clause is referred to, and at paragraph 19, where he refers to a letter in which he had pointed out that even if there had been a force majeure event that would only have absolved EW from any breach of its contractual obligations, not from its liability to pay rent. I agree, however, with Ms Jones, that on an ex parte application judges are far more likely to pay attention to what counsel tells them than to matters disclosed in the evidence, and the statement by Mr Staunton, I think one must conclude, was in fact inaccurate, although I have no reason to think that Mr Staunton in any way misled Mr Justice Arnold deliberately. Ms Jones suggested that the non disclosure of the material which Mr Millinder relies on was undoubtedly material. It seems to me, however, that one must bear in mind the nature of the application that was brought before Mr Justice Arnold and then continued before Mr Justice Norris.***"

2.3. Concise analysis of paragraph 7 of Sir Christopher Nugee's judgment

Mr Justice Nugee knew that Mr Staunton was under professional duties to his client, and to the Court to have diligently read his own client's witness statement, and at p.8.5 Mr Bloom of the Club expressly stated that the lease contains a force majeure clause. On the balance of probabilities, that is from where Mr Staunton learned of the fact, which he repeated at paragraph 6 of his skeleton he created prior to the hearing, when he said this:

"***The lease contains a force majeure clause.*** "

Contrary to what his client was saying however, and what he said in his skeleton, during the short hearing on 9 January 2017, Mr Staunton lied, and said the force majeure clause was not in the lease, when it is proven he knew it was. Similarly, Mr Staunton's client, the Club and their instructing solicitors had to approve Mr Staunton's skeleton, they all knew the clause was in there.

Sir Richard Arnold, was also under official judicial duties to have read Mr Bloom's witness statement and Mr Staunton's skeleton prior to the hearing, and undoubtedly therefore, Sir Richard also knew Mr Staunton was lying:

"***The very curious thing is, although it is part of the definition clause of the lease, there is no further mention in the lease of force majeure, what happens should circumstances of force majeure arise. It is very curious.***

"So it does not appear on the face of this document that any event of force majeure excuses Empowering Wind from paying the rent. Where you do find force majeure is, if you turn on to the energy supply agreement, p.51, it has an effective force majeure clause. "

2.4. Sir Christopher Nugee found that the Club's failure to disclose information went to proving the fact that they 'killed the project'

At paragraph 8 of his judgment, Sir Christopher Nugee said this:

"***In this case, two separate grounds were advanced by Middlesbrough, both in the evidence and by Mr Staunton before Mr Justice Arnold. One related to the underlying nature of the claim by EEI, which was a question as to whether it was right that it was Middlesbrough's fault that the project had collapsed and whether there was a cause of action for the sums which had been thrown away as a result, and it does seem to me that the bulk of the non disclosure went to that issue. The other was a question as to whether EEI had any cause of action vested in it at all."***

2.5. SECOND CONCLUSION: Lies about (1) the contractual facts, (2) the assignment & (3) failure to disclose that the Club defeated the connection on 30 April 2015

1. The crucial contractual fact proving the underlying claim of the EEI statutory demand was the force majeure clause of the lease that Mr Staunton twice lied about.

2. The Club defeated the connection on 30 April 2015, concealing and failing to disclose that crucial fact, and in tandem failing to disclose the conditional energy supply agreement, that Mr Staunton also lied about, saying that the invoice for energy supply was rent.

3. 42-days after their instructed counsel, Mr Staunton, admitted no claims could be established for energy supply, acting contrary to the mandatory engaged rule on insolvency set off (14.25 Insolvency Rules 2016) the Club and their lawyers then falsely claimed for over £4 million of energy supply. Mr Hannon, the Official Receiver of London, acting as liquidator, acted corruptly by failing in his duty to have wholly rejected the obviously bad proof, or to have set off.

2. In summary, EW owes the following amounts under the Lease and the ESA:-

2.1 £80,209.95 in respect of Capacity Rent payable by EW to MFC under the terms of the Lease at a rate of £50,000 per annum (exclusive of VAT) for the period from 17 June 2014 (the first anniversary of the date of execution of the Lease) to 19 August 2015 (the date of termination of the Lease); and

2.2 £4,031,664.80 in respect of amounts payable by EW to MFC under clause 3.4.2 of the ESA at a rate of £0.08 per kWh of electricity consumed by MFC from 17 June 2014 (the first anniversary of the date of execution of the ESA) to 17 June 2034 (being the date of expiry of the ESA).

Background

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

Page 3 of the 5-page 20 February 2017 false representation proof of debt prepared and submitted to the Liquidator of EW by Julian Gill, an Insolvency Partner at Womble Bond Dickinson (UK) LLP solicitors, who instructed Ulick Staunton to claim to be creditors in the sum of £256,269.89 on 15 August 2016 (of which £181,269.89 was for energy supply)

SUBORDINATION OF PERJURY – Sir Christopher Nugee covered up obvious contempt and a knowingly false statement by Mr Bloom of the Club in a material particular

At p.9 of Mr Justice Nugee's judgment, he said this:

"*9. **EEI's appearance on the scene, as I understand it, was first apparent to Middlesbrough in the statutory demand**, there having been correspondence before that date in which EW had been putting forward various claims against Middlesbrough. This was all dealt with in the evidence of Mr Bloom, who said that according to the statutory demand, the alleged debt was assigned by EW to EE on the 29th June 2015, and then makes a number of points in that regard, **namely, that the lease had not been terminated on that date, therefore EW's alleged claim against MFC did not even exist at the purported date of assignment**, and then he refers to an email of 15th December 2016 in which Mr Millinder stated that he had the right to progress the claim:*

"***But I shall assign to its parent company.***"

and that:

"***EW's liquidation did not prevent us from signing rights.***"

*and **put forward the contention that it was to be implied from these statements that as at 15th December 2016 no such assignment had occurred.***"

The passages we highlighted above are knowingly false statements subordinated by Sir Christopher Nugee from Mr Bloom of the Club's ex-parte 8 January 2017 witness statement designed to conceal the fact that the Club defeated the purpose, and that the EEI claim was based on the effective assignment.

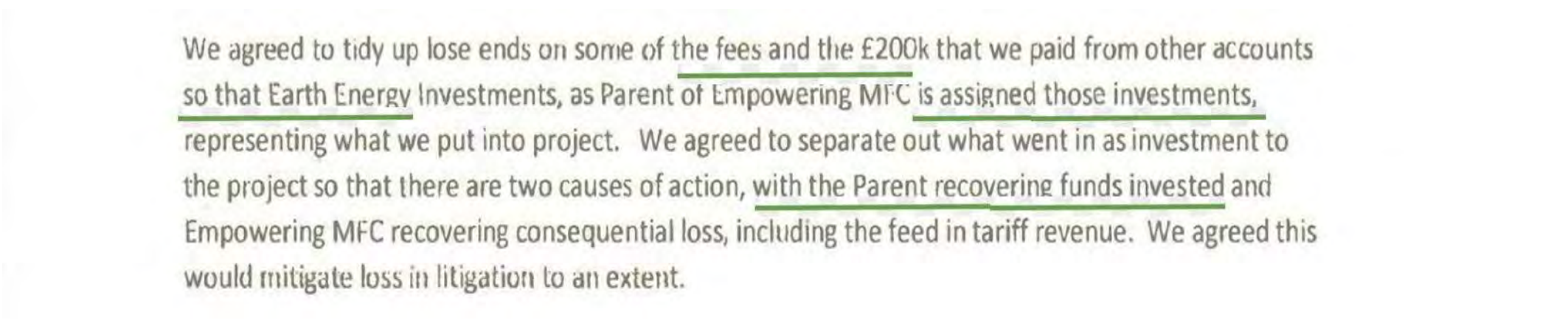
On 30 June 2015 EW served the Club the 29 June 2015 assignment, and then on 6 January 2017, 2-days prior to lying and denying existence of the assignment on which the demand was based, the Club was served in person by an independent process server who emptied the contents of the envelope containing the EEI statutory demand, the assignment and supporting evidence on the receptionist's front desk at Riverside Stadium. That information, along with the assignment, was found to have been withheld, because it was first in the Club and their lawyer's possession.

The assignment itself made the distinction as to the fact that EEI was recovering funds invested via the assignment, and EW required an assignment from the Liquidator, to progress the claim that Mr Bloom falsely represented to conceal the genuine assignment of the debt subject of the EEI demand.

Similarly, it is proven that the non-disclosure of the assignment was material, which is why it was withheld, and on 8 February 2019, in his judgment, Sir Geoffrey Vos, said this:

For precisely the reason, Sir Christopher Nugee then did this:

2.6. After finding that the assignment was withheld – Sir Christopher Nugee forged and falsely represented it!


We agreed to tidy up lose ends on some of the fees and the £200k that we paid from other accounts so that Earth Energy Investments, as Parent of Empowering MFC is assigned those investments, representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action, with the Parent recovering funds invested and Empowering MFC recovering consequential loss, including the feed in tariff revenue. We agreed this would mitigate loss in litigation to an extent.

A screenshot we took of the original assignment terms (underlined green for emphasis) that Lord Justice Nugee had before him

Below is p.10 of Sir Christopher Nugee's 5 February 2018 judgment where he committed fraud by false representation and or forgery of the absolute assignment to make his corrupted version, not absolute, defacing the evidence by altering it only in the 3 places within the paragraph where doing so makes his version, not absolute:

10. It is true that one of the documents relied on as not having been disclosed is board minutes of EW dated 29th June 2015, in which there was some discussion of how to react to Middlesbrough's demand for £255,000, and that that includes a passage which could be a reference to assignment to EEI as follows:

> **"We agreed to tidy up loose ends on some of the feeds and the 200K that we paid from other accounts of Earth Energy Investments as parent of Empowering MFC, as assigning those investments representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action that the parent recovering funds invested, and Empowering MFC recovering consequential loss, including the feed in tariff**

False representations defacing the evidence by Sir Christopher Nugee are underlined red

The evidence withheld reveals that Mr Bloom misled the Court by lying and implying that because the claim vested in EW required assigning, there was no assignment of the funds invested to EEI, which was the assignment he lied about on 8 January 2017, whilst obviously having the conscious and premeditated intent to have withheld it at the same time, during the application hearing the following day.

It is evident that the dishonesty by false representation and failure to disclose crucial material information and facts was centered on:

a. Failure to disclose the crucial adverse fact that on 30 April 2015 the Club defeated the connection and therefore the contractual purpose:

b. False representations in relation to the force majeure clause of the lease, and failure to disclose and false representations in respect of the invoice for energy supply:

c. Forgery, false representations and dishonest concealment by the judges involved, of the same crucial material facts and evidence the Club and their lawyers withheld from their ex-parte 9 January 2017 hearing.

Was it a coincidence that Nugee J forged the assignment and falsely represented it only in the 3 places where doing so would make his corrupted version not absolute?

Having first read the terms of the assignment, Nugee J knew there were two causes of action, which is what the assignment told him, and therefore he knew the Club's argument at p.22.2 of their 8 January 2017 ex-parte witness statement was false did he not?

2.7. Severe damages to Mr Millinder's personal and business reputation through fraud and lies conveyed by 'Judges'

It is a fact that on 9 January 2017, Mr Millinder, director of EEI, discovered the obvious dishonesty and non-disclosure in breach of the Club and their lawyer's legal duty to disclose, and on that day, made a report and gave evidence to Cleveland Police, notably the most corrupt police force in the UK's history, who covered up the proven crimes to prevent justice being served on their local Club, just as the civil court judges lied about the crucial evidence and facts.

In two-tier justice Britain, corrupt lawyers and politically connected cronies are made 'above the law', but that does not excuse the fact that they sought to 'weaponise the court system' to reverse the injured party into the defendant, and then they sought to jail him for being defrauded, handing out a 15-month jail sentence that is automatically void for civil contempt of court, after successive corrupt members of the judiciary covered up everything we have exposed in this report.

No judge ever mentioned anything about the contractual terms, nor the mandatory rule on insolvency set off that was automatically engaged prior to having made any insolvency order against EW or EEI. The truth is concealed not only by the UK establishment 'Judges', but by their propaganda agents, the Law Society liars who cover up for their members.

No judge ever touched on the fact that all the civil restraint orders and civil orders against Mr Millinder are automatically void for impermissible and illegal trespass on his privilege of absolute immunity from suit, in respect of the same crucial evidence and facts he first gave as a witness to police, then in the civil courts.

On the contrary, the King's Bench Division headed up by Lady Justice Sharp, and the High Court of Chancery headed up by Lord Justice Birss, continue to conceal the same crucial evidence and facts presented by this Firm, since it first applied having acquired the case from June 2022 onwards.

The project was heavily publicised in 2013. Press coverage turned from positive to negative and then to untrue and defamatory, severely damaging Mr Millinder's personal and business reputation branding him a 'vexatious litigant' and 'timewasting businessman' to hide the true facts that the Club and the English establishment were the wrongdoers.

Boro to install 136m-tall wind turbine at the Riverside Stadium

17 Sept 2013 — Boro agree multi-million-pound scheme that will make them UK's first major football club and sports venue to use a wind…

Teesside Live

Radar row at Middlesbrough FC threatens football wind farm

22 Nov 2014 — Plan to build a 136m wind turbine at Riverside Stadium held up by dispute over possible interference with aircraft at…

The Guardian

Middlesbrough FC: Energy firm sues Durham Tees Valley Airport

28 Dec 2014 — A firm planning to make Middlesbrough's Riverside Stadium self-sufficient in energy is taking legal action against Durham…

BBC

Middlesbrough FC turbine scheme heads for High Court

20 September 2015
By Stuart Minting

HAPPIER TIMES: Empowering Wind chief executive Paul Millinder, left, and Middlesbrough FC chief executive Neil Bausor launching the renewable energy scheme in 2013

AN ambitious scheme to make Middlesbrough FC's stadium the first self-sustainable sports venue in Europe appears to be in tatters, as the developer behind the project announced it was launching £11m High Court actions against the club and Middlesbrough Council.

North Yorkshire developer Empowering Wind said its partnership with Boro had disintegrated following four years' work, as it prepared to install a 136m turbine in the 34,000-seater stadium's overflow car park.

The firm claims the Championship club's bosses have refused to provide a connection from the turbine to Riverside Stadium, following the club suffering £240,000 revenue losses due to lengthy delays as the council considered a Durham Tees Valley Airport objection to the scheme.

The Northern Echo

THE PUBLIC SMEAR CAMPAIGN OF GANGSTALKING HARASSMENT: Lies by the Law Society cheats & compromised mainstream media:

23 January 2024 - By Michael Cross of the Law Society:
"***Banned vexatious litigant fails in latest attempt to reopen seven-year-old case***"

2 November 2022 - By Michael Cross of the Law Society:
Vexatious Litigant Who Flouted 'All Courts' Ban Jailed For 15 Months'

11 February 2019 - The Teesside Gazette - By Ian McNeil an avid Middlesbrough FC supporter:
"The costly and bitter row over a £3.5m turbine involving Boro and 'time wasting' businessman"

3. 3 of 3: Sir Geoffrey Vos – Master of the Rolls – Now head of civil justice for England & Wales

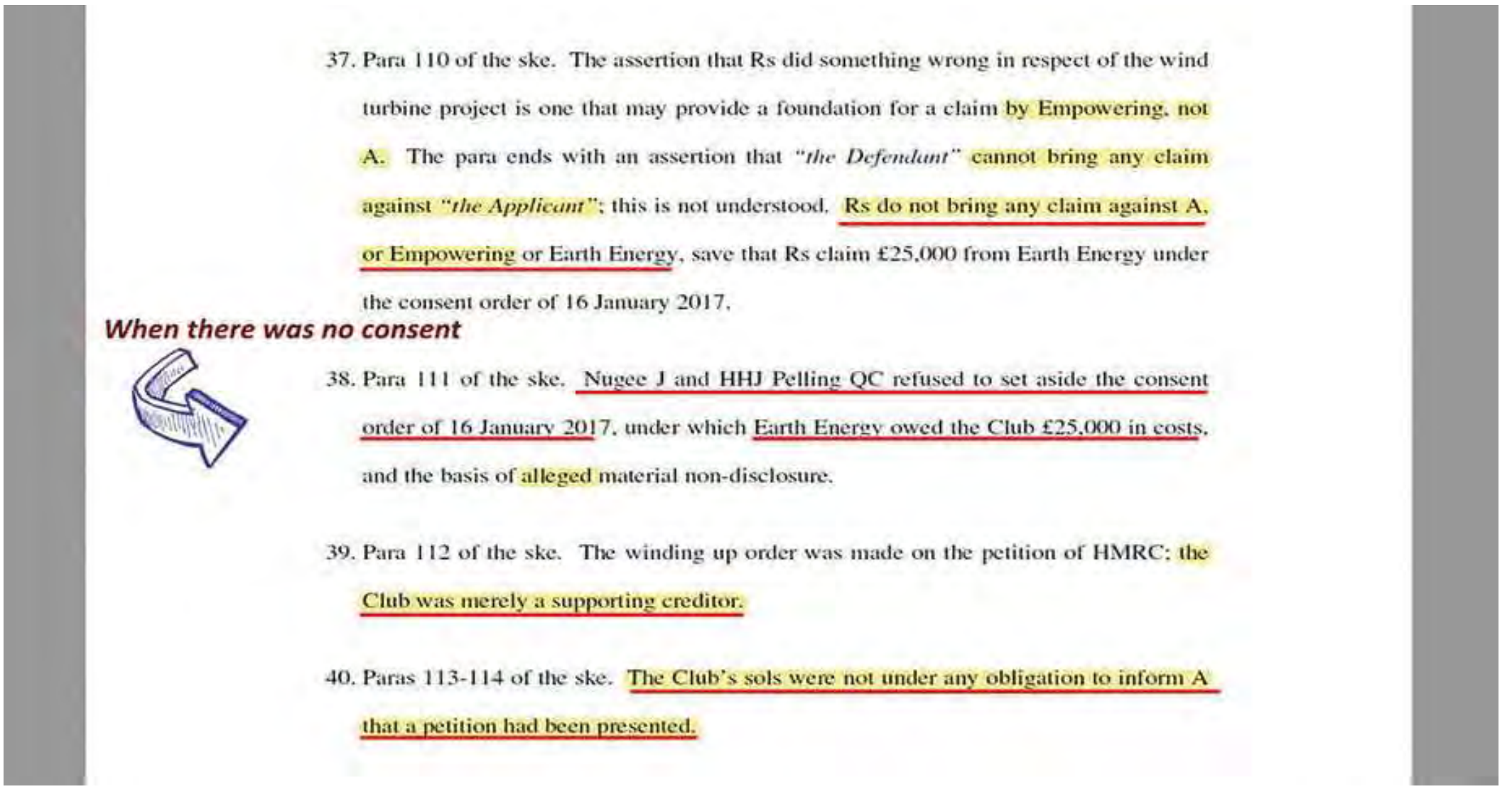
The dishonest concealment of the crucial contractual facts and the evidence of fraud, by the then Chancellor of the High Court, and the outright lies, are simply off the scale, and are easily identifiable for all to see.

This is the man put in charge of the civil justice system, the second highest judge in the country aside from the Lady Chief Justice who has been putting other judges into this case to continue covering up what he had, between 28 September 2018 – 8 March 2019 in alleged fraudulent abuse of his duties as Chancellor of the High Court.

Like Sir Richard Arnold, and Sir Christopher Nugee, Sir Geoffrey Vos was also given taxpayer sponsored elevation. Rewards for following orders?

The crux of Mr Millinder's case, his companies EW and EEI's case was all about set off / 14.25 of the Insolvency Rules 2016, and the crucial contractual fact that no money was owed. On 12 November 2018 Mr Staunton admitted that fact at p.37 of his skeleton argument in the application hearing presided over by Sir Geoffrey Vos, who asked Mr Staunton to retract and replace his skeleton, after adjourning the hearing for 3-months less than 24-hours prior to the hearing listed on 14 November 2018, citing an eye problem.

We think, what Sir Geoffrey was in fact referring to was his wilful blindness as to the crucial evidence and facts. Naturally, Mr Staunton obliged, but only after first serving Mr Millinder the skeleton he wanted to cover up!



37. Para 110 of the ske. The assertion that Rs did something wrong in respect of the wind turbine project is one that may provide a foundation for a claim by Empowering, not A. The para ends with an assertion that *"the Defendant"* cannot bring any claim against *"the Applicant"*; this is not understood. Rs do not bring any claim against A, or Empowering or Earth Energy, save that Rs claim £25,000 from Earth Energy under the consent order of 16 January 2017.

When there was no consent

38. Para 111 of the ske. Nugee J and HHJ Pelling QC refused to set aside the consent order of 16 January 2017, under which Earth Energy owed the Club £25,000 in costs, and the basis of alleged material non-disclosure.

39. Para 112 of the ske. The winding up order was made on the petition of HMRC: the Club was merely a supporting creditor.

40. Paras 113-114 of the ske. The Club's sols were not under any obligation to inform A that a petition had been presented.

An illustrated photograph of page 13 of Mr Staunton's 14-page 12 November 2018 skeleton argument

We exhibit below pages 4 and 5 of Mr Millinder's 5-page application of 28 September 2018 that came before Sir Geoffrey Vos under the guise of an automatically void civil restraint order deployed by HHJ Philip Mark Pelling KC to conceal the crucial evidence and facts Mr Millinder first gave as a witness to police on 9 January 2017.

It is notable that there is no singular reference to the crucial rule on insolvency set off, nor the contractual terms and the admission by Mr Staunton that the Club does not bring the claims it brought, nor the fact that on 9 January 2017 Mr Staunton himself admitted in Court on 9 January 2017, could not be established for energy supply, because "force majeure has effect".

On the contrary, Sir Geoffrey Vos, like Sir Richard Arnold on 9 January 2017, and Sir Christopher Nugee on 5 February 2018, is lying on 8 February 2019 to conceal the same crucial evidence and facts.

6. The Claimant submits therefore that a position of collateral estoppel arises insofar as the Claimant's primary argument is already proven and determined by the Judge, in that the Defendants caused loss to the Claimant by terminating the Lease and suite of documents after refusing the grid connection and making an unwarranted demand, then terminating the Lease that intended the turbine to operate on illogical grounds. The winding ups all came later.

7. It is further submitted that the Claimant's primary argument was again spelled out on Page 2 of the N244 Application in its Originating Application of 15th November 2017. That Claimant refers to that sealed Application; **EX1a - 8690 sealed & complete application form** and quotes the relevant passage;

"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 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 nnection for the wind turbine could be established. Condition 2.1 of the Energy Supply Agreeent could not be fulfilled due to actions of the Landlord in refusing that connection to customer owned substation assets.

A screenshot of page 4 of Mr Millinder's 5-page application notice in the application for trial of the contractual points at issue and the false c £4.1 million proof of debt that came before Sir Geoffrey Vos

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 the actions of the Landlord in 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".

8. The Claimant contends therefore that it is abundantly clear that the primary argument is linked to the connection related documents the Defendants withheld from the ex-parte hearing, also linked to the false misrepresentations and that same argument had already been identified by Mr Justice Nugee on 5th February 2018 and that therefore it cannot reasonably be disputed that the actions of the Defendants were of dishonest intent to cause substantial losses from the wind turbine project the Claimant had invested in to receive what were otherwise, fully ascertainable income derived from the sale of electricity to energy offtakers via the OFGEM Feed in Tariff Scheme for the 1.5MW wind turbine. The revenue, net of interest, exceeds £9.2 million.

9. The Claimant refers to its Part 8 Claim, its Statement of Case, the Quantum of Claim and supporting evidence.

Page 5 of the 5-page application of 28 September 2018 expressly set out the contractual terms and the EW and EEI quantified cross claims that law intended be automatically set off pursuant to Rule 14.25 Insolvency Rules 2016

You can establish for yourselves by examining the fraudulent, automatically void without jurisdiction judgment of 8 February 2019, that there is no singular reference to the crucial law they evaded to defraud Mr Millinder of the claims that were to have been set off (14.25 Insolvency Rules 2016 / insolvency set off) nor of the crucial contractual terms of the lease and energy supply agreement that established the EW and EEI claims, because those terms proved that the Club's claims are knowingly false.

On the contrary, being the leader of the team of corrupt judges, Vos did what they all do best, lied, cheated and concealed the crucial evidence and facts.

At paragraphs 103 and 105 of Sir Geoffrey Vos's 8 February 2019 judgment, he lied and said this:

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

"105. On 25th June 2015, Middlesbrough invoiced Empowering Wind MFC for a quantified claim for rent in the sum of £256,269.89 and threatened forfeiture of the Lease and termination of the ESA. Mr Millinder could at that stage, on behalf of Empowering Wind MFC, if he had grounds to do so, immediately have challenged those claims. He could have sought an injunction to restrain the presentation of a winding up petition, or initiated a civil claim to determine whether or not the monies claimed were due on the basis of the force majeure clauses or otherwise. At the same time, Mr Millinder could have advanced Empowering Wind MFC's alleged cross claims for misrepresentation and breaches of the Lease and the ESA. He did not, however, do so."

The fact is that Mr Millinder did not need to seek an injunction, or to advance the cross claims. The Club fraudulently claimed to be creditors in the sum of £256,269.89 on 15 August 2016 and the House of Lords finally determined in ***Stein v Blake [1995] UKHL 11*** that doing so engaged the mandatory rule, set off, which all the 'Judges' in this case evaded both administering and then making any mention of.

Insolvency law requires that when there are claims arising through pre-insolvency mutual dealings between the insolvent and a creditor, or one claiming to prove, the sums due from one, must be set off against sums due from the other. (See: R.14.25 Insolvency (England & Wales) Rules 2016 & ***Bresco Electrical Services Ltd v Michael J Lonsdale [2020] UKSC 25***).

In 2020, the Supreme Court in *Bresco* put it this way:

P.29…whereas legal or equitable set-off is essentially optional, taking effect only if the cross-claim is pleaded as a defence to the claim, insolvency set-off is mandatory, and takes effect upon the commencement of the insolvency (the "cut-off date"). It is said to be self-executing, and for some purposes the original cross-claims are replaced by a single claim for the balance: see IR 14.25(3) and (4).

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

The corrupted judiciary of England and Wales bypassed and concealed not only the crucial evidence and facts, but they failed to administer he mandatory law of due process in conjunction, to defraud Mr Millinder and to have deprived creditors of the assets law intended be realised for their benefit.

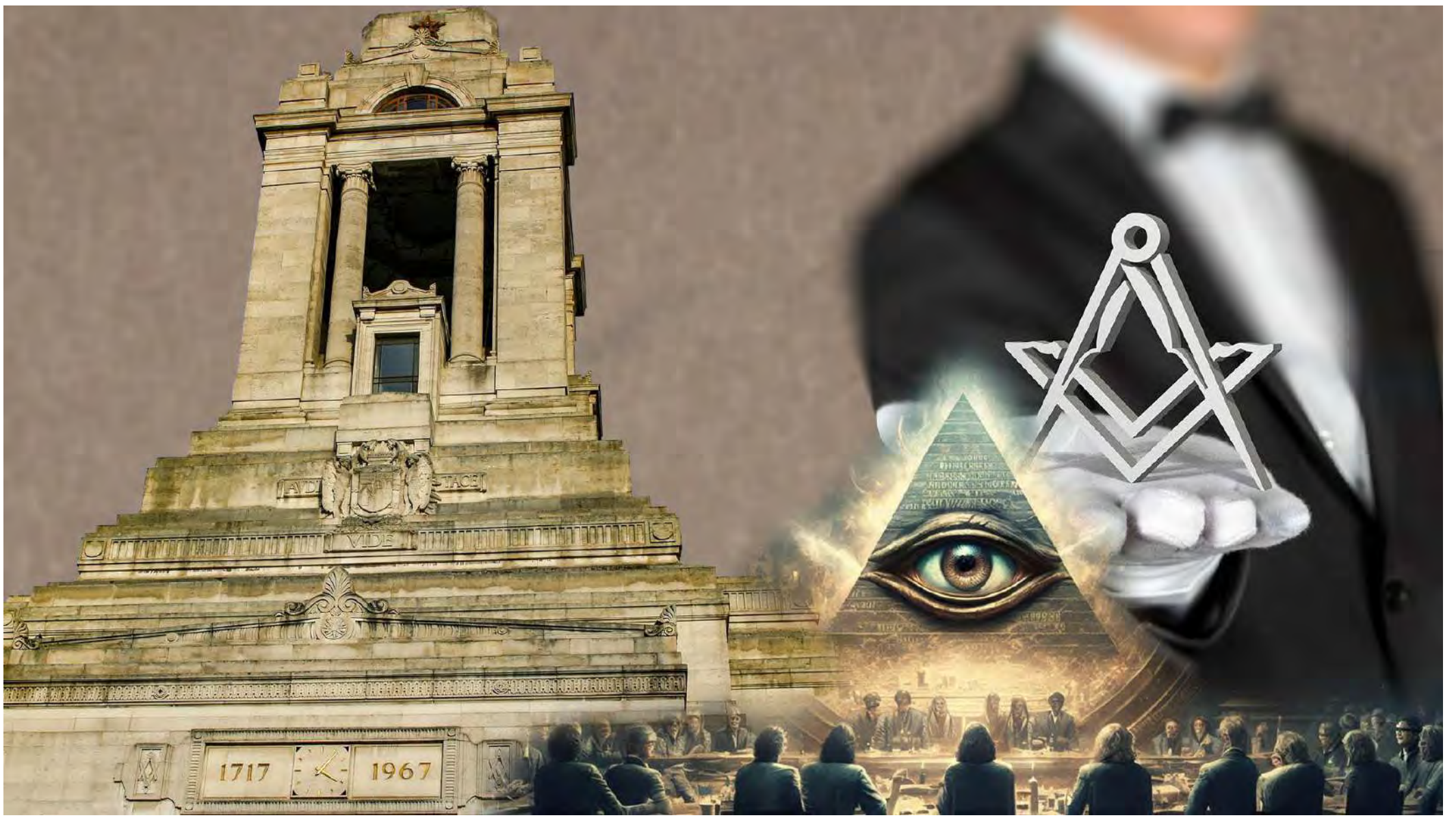
Contrary to the lies by Sir Geoffrey Vos we recited above at p.103 of his judgment concealing fraud, at p.2 in ***Belmont Park Investments PTY v BNY Corporate Trustee Services***, the Supreme Court expressly referred to the conduct in doing an act to contract out of the law, as being fraud:

*"In 1812 Lord Eldon LC confirmed that a term which is "adopted with the express object of taking the case out of reach of the Bankrupt Laws" is "**a direct fraud upon the Bankrupt Laws" from which a party cannot benefit**: Higinbotham v Holme (1812) 19 Ves Jun 88, 92"*

At p.105 It is evident that Sir Geoffrey Vos was performing the same lie as Mr Staunton was on 9 January 2017 when he lied and said the invoice for energy supply in the sum of £181,269.89 was "the invoice for rent". On the balance of probabilities, the ideal to have done so, then came from Vos, who repeated the lie himself, but whilst concealing the £466,308.89 claim for energy supply that Sir Richard Arnold lied about on 9 January 2017 and said was 'rent in the sum of £550,000 knowing that only 75,000 of the £256,269.89 claim was for rent and that the rent instalments were £15,000 including V.A.T per quarter!

This case establishes that in truth, nobody can rely on the corrupted English judiciary to gain remedy for breach of a contract, or to rely on the rights granted by the statutory laws of the land, for they can decide to deliberately fail to judge, and then cover up their fraud and the fraud of others like they are proven to have done in Mr Millinder's case.

Here, we have Vos lying and telling the world how meticulously he went through the application, whilst lying about the first fraudulent claim and concealing the second, and third, knowing that Nugee J had already found no such claims could be established, bypassing the law they deliberately failed to administer to achieve their idealisms in making the Defendants, '***above the law***' due to creed.



King Solomon, peace be upon him, was the Grand Master of the Jerusalem Lodge. A manuscript dating back to the fifteenth century suggests that Freemasonry entered England through Jews in Egypt and Jerusalem – All senior lawyers are encouraged to join and the Law Society of England & Wales is a freemasonic stronghold

3.1. CONCLUSION: Judicial corruption, fraud and a severe affront to justice by the 3 stooges – Judicial fraud in conspiracy

1. Nobody can mistake that on 9 January 2017, (1) Sir Richard Arnold lied and said that the rent was £550,000 and that EW paid the rent up until June 2015 to conceal the fact that £466,308.89 of the Club's second claim for £541,308.89 was for energy supply.

2. Nobody can mistake that Mr Staunton, counsel for the Club, identified that no money was owed for energy supply because force majeure had effect, and for that reason, anyone can conclude, Mr Staunton lied and said the invoice for energy supply in the sum of £181,269.89 was 'the invoice for the rents'.

3. Nobody can mistake that of the Club's demand dated 25 June 2015, £75,000 is rent comprising of 5 invoices of £15,000 each (including V.A.T) for the quarterly rent instalments, and that therefore on 15 August 2016, the Club, acting by Mr Staunton were falsely claiming to be creditors in the sum of £256,269.89.

4. Nobody can conclude anything other than the fact that Sir Geoffrey Vos knew that no money was owed to the Club contractually for rent or energy supply, and that he knew that of the Club's unwarranted demand of June 2015, £181,269.89 was an invoice for energy supply they were contractually prohibited from invoicing for, so he committed fraud by false representation to conceal the crucial fact, lying and saying that the claim was 'a quantified claim for rent'.

Question: **Why was there no reference in any of the 'purported determinations' in Mr Millinder's case, to the automatically engaged mandatory rule of insolvency set off that was engaged from 15 August 2015 in respect of EW and its corresponding cross claim exceeding £10 million, and at all times from 30 June 2015 when EEI served notice of assignment, in respect of its £530,000 claim plus statutory accrued interest, and the Club's £25,000 claim that arose from their fraudulent non-disclosure?**

5. Fundamentally, the Club could not defend the demand, because the completed contracts cannot be diminished, so they withheld the crucial evidence supporting the EEI demand, and lied about the crucial material facts in tandem, and the 'Judges' who do not judge concealed precisely the same.

6. Sir Geoffrey continues to send his underlings in to conceal the fraud at the heart of this case acquired by this Firm, to prevent justice being served on himself, the Club and their co-defendants and his judicial cohorts of the same sect.

7. Contrary to the public interest, the perpetrators, including the 3 stooges and their assistant liars at the Government Legal Department, and of the Attorney General's Office and Police forces, continue obtaining money from the taxpayer of which they are not lawfully entitled. A taxpayer funded criminal racketeering enterprise perpetrating fraud and gross human rights abuses on the people in the name of law and justice.

The case continues, and they continue to act as 'judges of their own cause', off the back of 'varying degrees of nullity'.

3.2. Jewish extremism within UK government and the judiciary

Extremism (as in the 2024 Government definition) is a major threat to the rule of law and democracy, and Zionism, is Jewish extremism with the idealism of a Jewish only state and Jewish supremacy. Similarly, the ISIS Muslim extremism ideology is Muslim supremacy and a Muslim only state.

Opposing political Zionism and Jewish extremism is not anti-Jewish

There is no judicial independence and the English rule of law is severely compromised in consequence by an alien invasion by an extremist minority in power. There is no longer judicial diversity, and it is apparent to us that those of the same sect have been recruiting one another to achieve domination.

The UK's totalitarian dictatorship and extremism within the judiciary and central government creates divide, discriminates and defeats long-established English constitutional principles, human rights, and the right of access to a fair and proper justice system itself.

Many MPs are funded and incentivised by the Pro-Israel lobby, a group of Zionist state agents supporting a state that has violated the **1948 Genocide Convention**. Supporting a genocidal state and promoting their idealisms is aiding and abetting an indictable only offence is it not?

Opposing political Zionism, corruption and extremism is not anti-Jewish. On the contrary, political Zionism is a racist ideology that has no place in the UK and is contrary to English constitutional principles and the statutory laws of our land.

It is our learned view, that this case and many others of a similar nature arise solely in consequence of political interference and cronyism driven by those extremist traits referred to in the Government's definition.

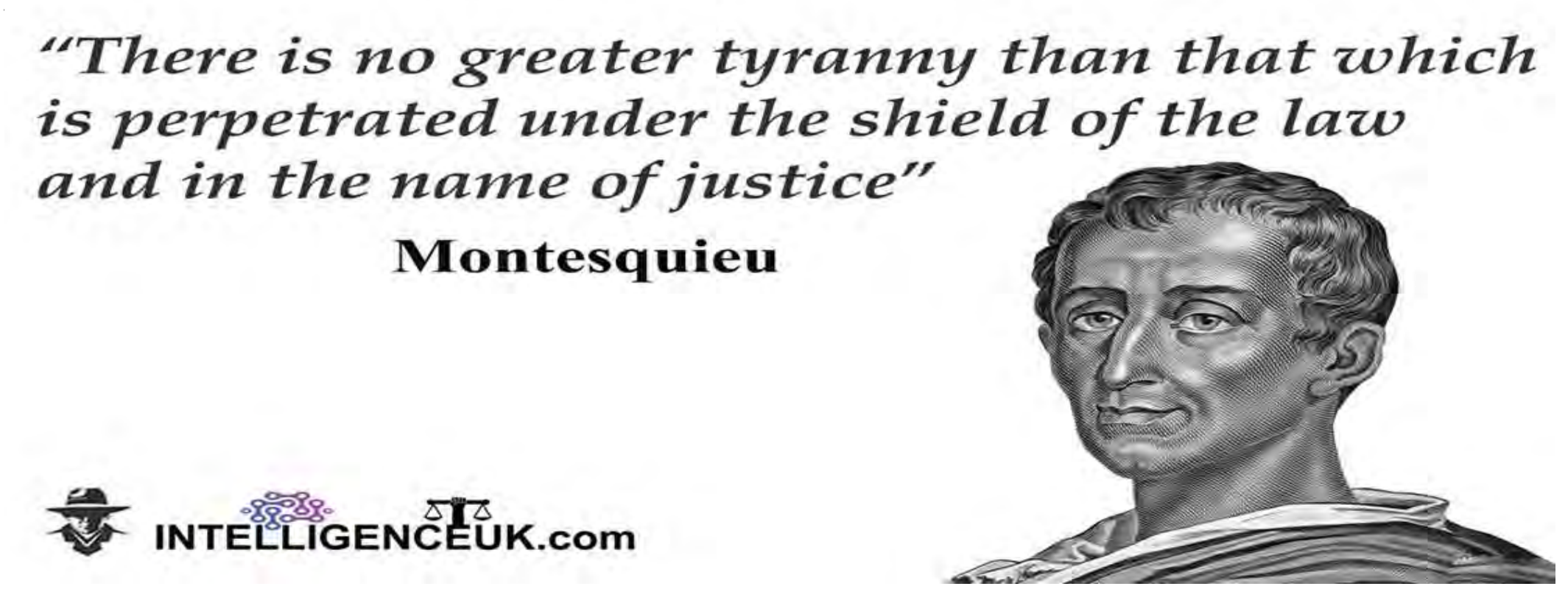
3.3. INVITATION TO COMMENT

What is the purpose of a judge who does not judge, and what would the ordinary man down the pub think?

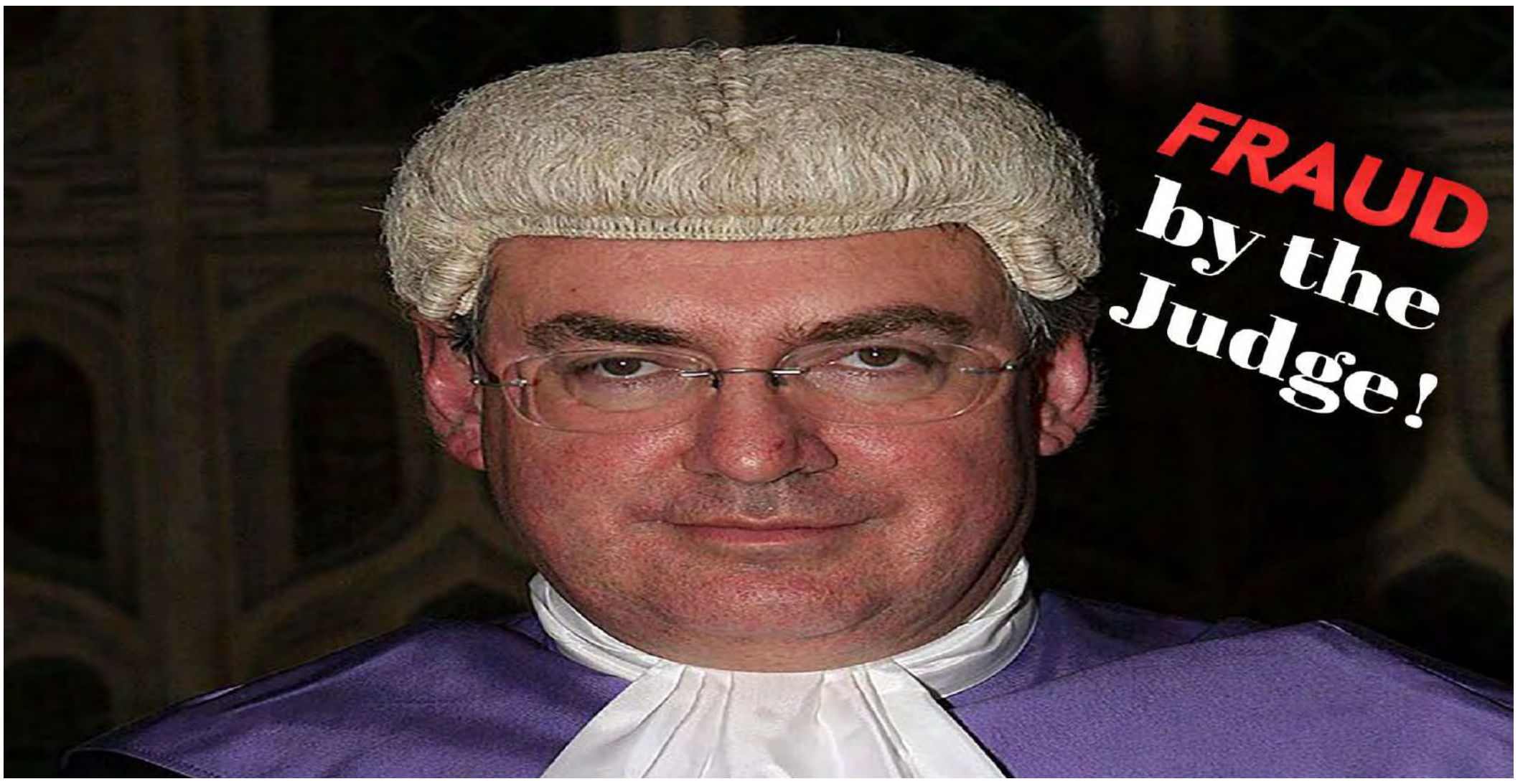
Lord Justice Arnold, Lord Justice Nugee, the Master of the Rolls, Sir Geoffrey Vos, the Lady Chief Justice, the Prime Minister's Anti-Corruption Champion, Commissioner for Human Rights, the Attorney General, Secretary of State for Justice and Serious Fraud Office have been invited to comment on this report.

All comments will be published in the public interest.

Email us: admin@intelligenceuk.com



High Court's severe affront to justice by HHJ Pelling KC



Contents

1. High Court's severe affront to justice by HHJ Pelling KC

HHJ Pelling KC (His Honour Judge), AKA, Philip Mark Pelling, is a Deputy High Court Judge with a reputation for dealing with cases involving allegations of wrongdoing against members of the legal sector 'circumvented the law, crucial evidence and facts'.

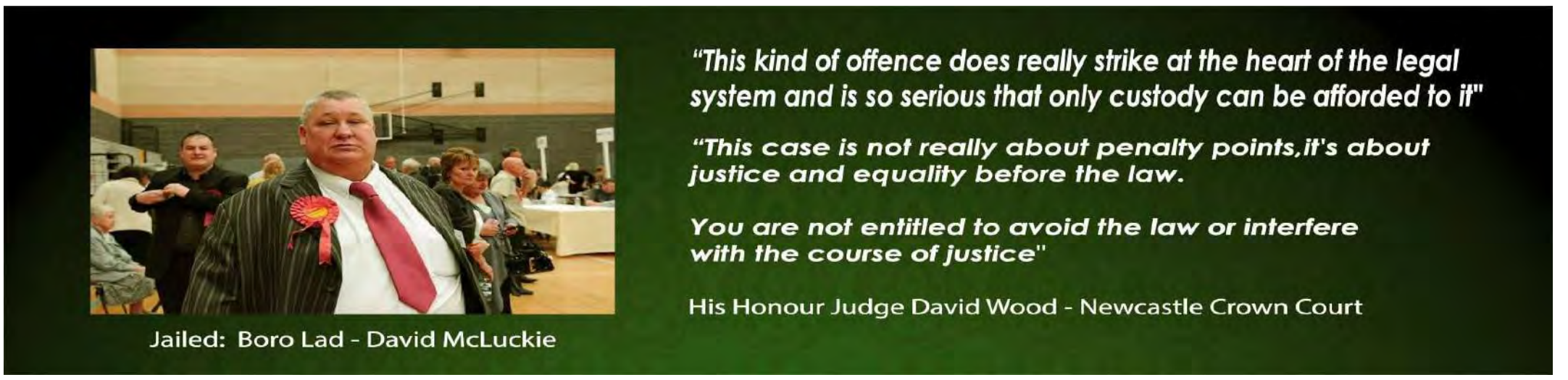
We expose another ***'judge who decided not to judge***.' with historic fraudulent and grossly negligent acts by HHJ Pelling KC, whilst sitting as a judge of the Insolvency & Companies Court in June 2018.

Don't get us wrong, we are not trying to single Judge Pelling out in this report, far from it, Judge Pelling is number 7 in chronological order in order of their involvement, of 33 'judicial transgressors' we describe as 'the Cards of Injustice' in our 'Operation Blackjack' 5-year intelligence investigation into judicial corruption looking at this case and others.

In our sequel of reports, we show the true face of the cards, and expose the truth behind the double-dealing.

Criminality doesn't carry an expiration date, and '***it is fraud to conceal fraud***'.

The maxim **"fraud unravels everything"** is well-established in English law, originating by Lord Denning in ***Lazarus Estates Ltd v Beasley*** **[1956] 1 Q.B. 702**, affirming that a judgment or order obtained by fraud can be set aside, even post-judgment. That does not however appear to apply, when it's the British establishment and their cronies perpetrating the fraud. Two-tier justice prevails.



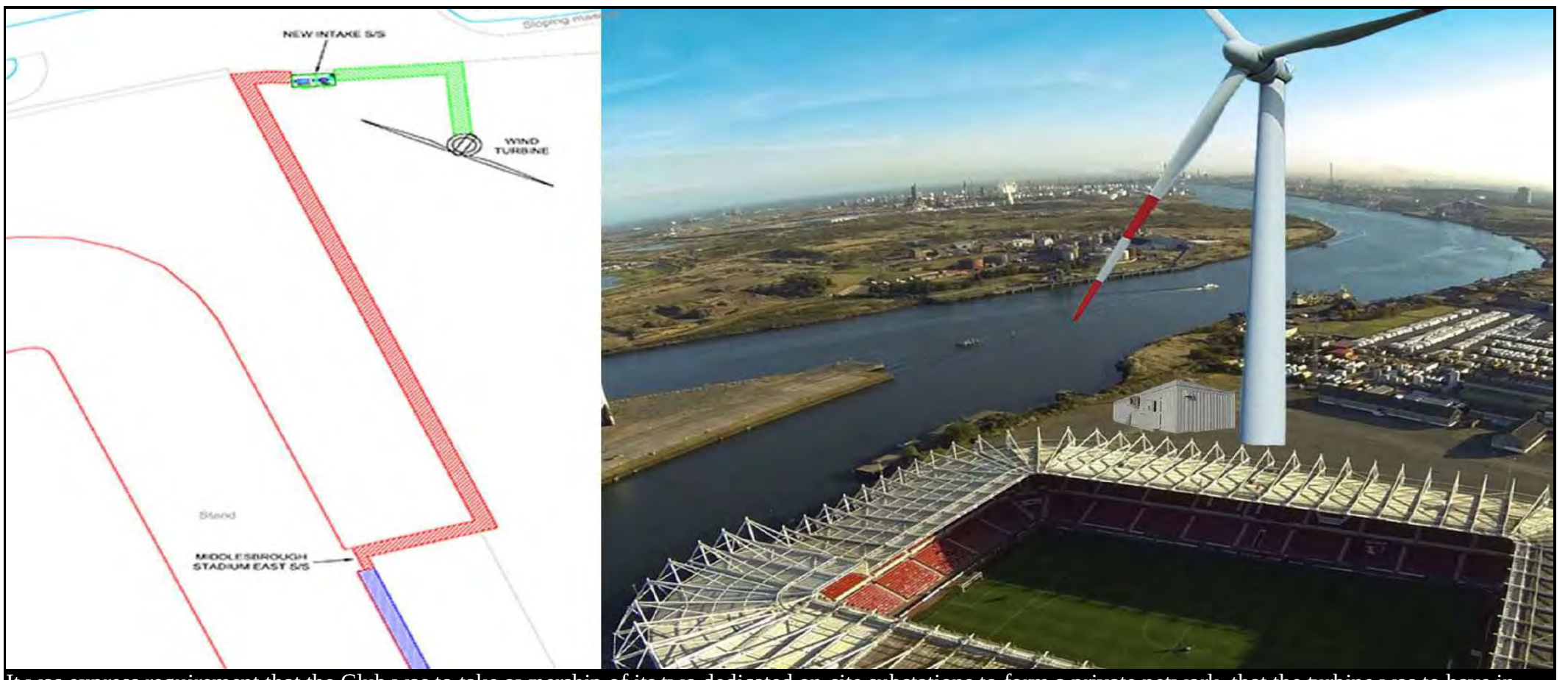
In 2019 HHJ Philip Mark Pelling KC was promoted to judge in charge of the London Commercial Court. Taxpayer sponsored promotions for following orders? You decide.

In March 2022, this Firm acquired a high-profile case alleging central government and judicial corruption. Originating the case was Mr Millinder's development project, what was to be '***Europe's First Wind Powered Football Stadium***' , at the Labour turned Tory politician, Steve Gibson OBE's (Chairman), Middlesbrough Football Club.

1.1. Completed contractual terms granting rights that were later denied to the Developer - defeating the purpose:

Between 10 October 2012 - 4 January 2013 the connection configuration, implementation timeframe, costs and the Connection Offer with the Distribution Network Operator were finalised in open email correspondence between the parties.

The Distribution Network Operator's completed connection arrangement required the Club to take ownership of its dedicated substations, to form a private network, that in turn the turbine infrastructure was to have connected into.



It was express requirement that the Club was to take ownership of its two dedicated on-site substations to form a private network, that the turbine was to have in turn then connected into

If, during the option period a party became dissatisfied with either the technical or commercial terms being implemented, the aggrieved party can negate without significant financial or contractual commitment.

Upon exercise of the option the side agreements implemented become a completed collateral contract part of the lease deed.

It was not until 17 June 2013 the Developer paid the Club a £200,000 lease premium on exercising the option and completing the lease.

1.2. The crucial material fact withheld by the Club in breach of their legal duty to disclose - Ex-parte financial injunction proceedings

On 30 April 2015 the Club refused to facilitate the private network connection that the turbine was to have connected into, preventing the Developer's turbine from being connected to the grid and suppling power.

The recital to the option to lease (the contractual purpose) was this:

(A) The Owner owns certain freehold Property at Riverside Stadium, Middlesbrough, Cleveland TS3 6RS... The Owner has agreed to grant the Developer an option to lease the Property in accordance with the terms of this agreement.

(B) The Developer intends to construct, connect to the Grid and operate a 90m high wind, turbine at the Property, in accordance with the conditions of the Planning Permission dated 7 July 2008..."

After preventing the project from connecting to the grid, defeating the lease and supply agreement intending the turbine to first operate, the Club unlawfully demanded payment of rent and energy supply.

Then forfeited the lease for non-payment!

1.3. Widespread publicity prior to the Club and their lawyers 'killing the project', destroying the Developer's business and international reputation with lies and judicial cheating to prevent justice being served on the wrongdoers

1.4. Important public interest principles

If justice was not done in this case a dangerous precedent of totalitarianism would prevail, whereby nobody could be confident in relying on the justice system, the completed terms of a contract, or on the statutory rights and protections granted by the law, to remedy a wrongdoing.

1.5. Where there's wrongdoing there must be remedy

Equity will not suffer a wrong to be without a remedy, meaning essentially that in common law the one who has suffered the wrong has the stronger hand. That is, until the double-dealers took over the game, with more wrongdoing, and remedy oppressively denied.

We tell it for the ordinary man or woman down the pub in this compelling evidence-based report.

1.6. The crucial material fact withheld by the Club in breach of their duty to have disclosed during ex-parte financial injunction proceedings

On 30 April 2015 the Club refused to facilitate the private network connection that the turbine was to have connected into, preventing the Developer's turbine from being connected to the grid and suppling power.

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We tell it for the ordinary man or woman down the pub in this compelling evidence-based report.

2. Widespread publicity prior to the Club and their lawyers 'killing the project', destroying the Developer's business and international reputation with lies then judicial cheating to prevent justice being served on them

Boro to install 136m-tall wind turbine at the Riverside Stadium

17 Sept 2013 — Boro agree multi-million-pound scheme that will make them UK's first major football club and sports venue to use a wind…

Teesside Live

Radar row at Middlesbrough FC threatens football wind farm

22 Nov 2014 — Plan to build a 136m wind turbine at Riverside Stadium held up by dispute over possible interference with aircraft at…

The Guardian

Middlesbrough FC: Energy firm sues Durham Tees Valley Airport

28 Dec 2014 — A firm planning to make Middlesbrough's Riverside Stadium self-sufficient in energy is taking legal action against Durham…

BBC

The project was heavily publicised in 2013. Press coverage turned from positive to negative and then to untrue and defamatory, severely damaging Mr Millinder's personal and business reputation branding him a 'vexatious litigant' and 'timewasting businessman' to hide the true facts that the Club and the English establishment were the wrongdoers.

There was no mention at all of the fact that the judges deliberately failed to administer the mandatory law of due process, corrupting and voiding the proceedings from the outset.

No mention of the rule on insolvency set off in any order or judgment, and certainly nothing in the press.

The crucial material facts were suppressed, both in and out of court.

Middlesbrough FC turbine scheme heads for High Court

HAPPIER TIMES: Empowering Wind chief executive Paul Millinder, left, and Middlesbrough FC chief executive Neil Bausor launching the renewable energy scheme in 2013

Firstly, the 2013 – 2015 mainstream news in relation to Empowering Wind MFC Ltd (**'EW'**) made it widespread public knowledge that the project first suffered a delay caused by a third party that prevented the turbine from lawful operation until that delay was successfully resolved. (Contractual force majeure).

Secondly, by 15 September 2015 it was announced that EW was commencing High Court action against the Club for refusing the connection, preventing the turbine from being connected to the grid.

Without a connection, the turbine cannot operate. Logic would imply that EW has a large claim against the Club for that.

2.1. The doctrine of wrongdoing / illegality 'ex turpi causa non oritur actio'

As a matter of legal principle, one cannot defeat a contract by preventing one's counter-party from performing on the rights granted, and then demand payment as if performance of the contract was unaffected.

Long-established English constitutional and common law principles, and indeed a statutory legal framework, is in place, ordinarily designed to protect people and their businesses from such fraudulent and or abusive treatment.

The common law doctrine in this case, prevented the Court from lending its aid to the Club's obviously dishonourable cause, yet, the Court didn't just lend its aid to the dishonour, it became the fraud and dishonour, and they appear to have been largely relying on HHJ Pelling KC, to cover it up for them.

The Millinder case was essentially about the fact that contractually the Club's claim could not possibly be established after the Club refused the connection or anyway, and that the investment had been assigned so that the debt was collected in a separate cause of action by EW's parent, EEI.

2.2. The mandatory law of due process: Insolvency set off

The 15 September 2015 article announces a claim exceeding £10 million against the Club for ultimately refusing the connection. It doesn't take a legal beagle to establish that without a connection; the turbine cannot operate!

It doesn't take any investigation therefore to establish that there are pre-liquidation claims between EW and the Club arising from those deeds from which EW was granted the right to 'construct, connect to the grid and operate' the wind turbine, on payment to the Club of the £200,000 lease premium.

Our Firm's 23-minute documentary produced in response after Mr Justice Fancourt came back into this Firm's interim case in January 2024 preventing the Claimant from being heard to cover up the contents of its skeleton argument

3. Illegal trespass on Mr Millinder's privilege of absolute witness immunity from suit

Mr Justice Fancourt, like HHJ Pelling KC, had impermissibly and unlawfully trespassed on Mr Millinder's privilege of absolute witness immunity from suit in 2020, essentially making civil restraint orders to conceal fraud, after the evidence and crucial facts Mr Millinder first gave as a witness, was suppressed and negated, throughout the civil proceedings.

The crucial evidence and the contractual facts Mr Millinder first gave as a witness to Police from 9 January 2017 and in Court as a witness for EEI, from 15 November 2017, was concealed throughout.

Mr Justice Fancourt came back into this Firm's case in January 2024, after Mr Justice Miles had found the fraud that HHJ Pelling KC had covered up in June 2018!

3.1. This Firm's CEO's 2008 Court of Appeal case in relation to witness immunity from civil actions

Martin Richard Walsh (pictured below), Managing Director of this Firm, capital markets investor and resident of Hong Kong, lost an appeal in 2008 because the outspoken political blogger, **Paul Staines, AKA 'Guido Fawkes'** of the 'Order Order' website, relied on the doctrine of witness immunity from suit.

What's good for the goose, must also be for the gander? One law fits all, does it not?

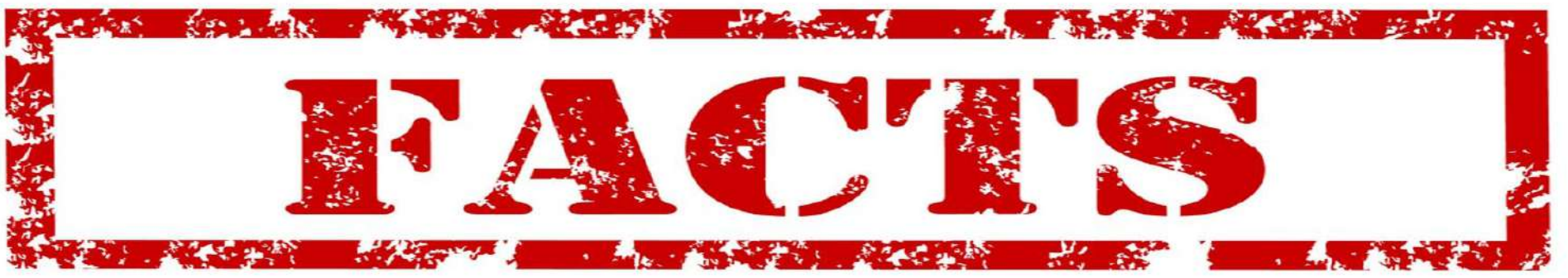
We include the Court of Appeal judgment in ***Sprecher Grier Halberstam LLP v Walsh [2008] EWCA Civ 1324***. which featured heavily in this Firm's skeleton argument dated 23 January 2024, the one that Mr Justice Fancourt prevented from being aired in Court.

Left: Managing Director of this Firm, Martin Richard Walsh, and right, Paul Staines, AKA Guido Fawkes, a former business associate of Mr Walsh

3.2. Case law – witness immunity from suit

Martin Walsh brought a claim against Paul Staines (Guido Fawkes) and Edward Judge (Counsel for Staines) for deceit and conspiracy against SGH LLP, who, on the evidence, seriously misrepresented financial information to secure an ex-parte financial freezing order in breach of the strict rule of full and frank disclosure.

The court held the claim had no real prospect of success and was bound to fail, focusing on Mr Staines's absolute privilege of witness immunity from suit.



In the *SGH v Walsh 2008* Court of Appeal case, the Court recited well-known final judgments by the House of Lords on the doctrine of witness immunity, which applies equally to Mr Millinder, as it did to Mr Staines and his legal advisors.

Below, we recite those salient passages from the SGH v Walsh judgment, highlighted for emphasis:

The law relating to witness immunity

"39. The doctrine is well settled. In Watson v M'Ewan [1905] A.C. 480, 486, the Earl of Halsbury L.C. said:

"By complete authority, including the authority of this House, it has been decided that the privilege of a witness, the immunity from responsibility in an action when evidence has been given by him in a court of justice, is too well established now to be shaken. Practically I may say that in my view it is absolutely unarguable – it is settled law and cannot be doubted. The remedy against a witness who has given evidence which is false and injurious to another is to indict him for perjury; but for very obvious reasons, the conduct of legal procedure by courts of justice, with the necessity of compelling witnesses to attend, involves as one of the necessities of the administration of justice the immunity of witnesses from actions being brought against them in respect of evidence they have given. So far the matter, I think, is too plain for argument."

40. A more modern exposition of the rationale for the rule is given by Lord Hutton in Darker v Chief Constable of the West Midlands Police [2001] 1 A.C. 435, 464:

"**… in order to shield honest witnesses from the vexation of having to defend actions against them and to rebut an allegation that they were actuated by malice the courts have decided that it is necessary to grant absolute immunity to witnesses in respect of their words in court even though this means that the shield covers the malicious and dishonest witness as well as the honest one.**"

He added at p. 468:

"***Furthermore, the authorities make it clear … that where the immunity exists it is given to those who deliberately and maliciously make false statements; the immunity is not lost because of the wickedness of the person who claims immunity.***"

41. In Marrinan v Vibart [1963] 1 Q.B. 234, 238 Salmon J. held:

"It is true that in nearly all the reported cases in which the principles to which I have alluded were laid down, the form of action was for damages for libel or slander, but in my judgment these principles in no way depend upon the form of action. In Hargreaves v Bretherton [1959] 1 Q.B. 45, an unsuccessful attempt was made to evade the immunity to which I have referred by suing for damages for perjury. Counsel for the plaintiff attempted to distinguish that case on the ground that an action for damages for perjury is unknown to the law, whereas an action for damages for conspiracy is of respectable lineage. As far as it goes, the distinction is a sound one. It does not, however, affect the point that Hargreaves v Bretherton demonstrates that the immunity to which I have referred is not only an immunity to be sued for damages in libel or slander. The immunity, in my judgment, is an immunity from any form of civil action."

ICC Judge Jones illegally violated Mr Millinder's privilege of immunity from suit on 26 March 2018 – Mr Millinder was made the Second Applicant. Judge Pelling, then Mr Justice Fancourt and all the rest, jumped on that:

Mr Millinder has been absolutely immune from suit in respect of the evidence and facts he first gave to Police from 9 January 2017 and throughout the proceedings.

The position is that:

ALL THE CIVIL ACTIONS AGAINST MR MILLINDER AND ALL THE CIVIL RESTRAINT ORDERS ARE AUTOMATICALLY VOID FROM THE OUTSET FOR THE REASON WELL ESTABLISHED, NOTWITHSTANDING OF COURSE, THAT NO 'JUDGE' HAD JURISDICTION TO CONCEAL FRAUD WITH ONE ANYWAY!

False statements by Judge Philip Mark Pelling at p. 16 & 17 of his judgment dated 28 June 2018

Below, we took a photo of p.2 of the 'purported determination' by ICC Judge Jones, his **judgment of 26 March 2018**:

2 Mr Millinder is named in the title above as the Second Respondent. No draft order has been lodged to that effect but his joinder arises from page 32 of the transcript for the 21 December 2017 hearing. He has been joined in any event upon an application by the Respondents made today for costs against him as a non-party. That is yet to be considered.

A photo of p.2 of the judgment by ICC Judge Jones of 26 March 2018 which we underlined red for emphasis

Below we adduce a photograph we took of Judge Pelling's 28 June 2018 judgment which is a blatant affront to the mandatory engaged rule on set off, as it is plain and simple lies.

15. The fourth application relied upon by Middlesbrough Football Club as being totally without merit was the application which came before me this morning. As it was drafted, the application described various forms of relief sought but it proceeded principally as an application that I should set aside an order made by ICC Judge Jones by which he dismissed an application made under the Insolvency Rules by Mr Millinder in the name of Earth Energy seeking to set aside or have discharged various proofs allegedly lodged by the Club with the Official Receiver as the initial liquidator of Earth Energy.

16. The application before ICC Judge Jones was opposed and was adjourned. Between the date when it was adjourned part heard, and its resumption, Mr Millinder applied for an order requiring ICC Judge Jones to recuse himself on the grounds of either actual or apparent bias. When the matter came back before ICC Judge Jones both the application that he recuse himself and the application brought by Mr Millinder in relation to the proofs failed and were dismissed. The remedy that was available in relation to that result was one which was only available to Earth Energy and was to apply for permission to appeal from the order made ICC Judge Jones. No such applicationw as made. The basis on which the application before ICC Judge Jones failed was that none of the proofs that were described had been admitted to proof in any formal sense because there were no assets available in the winding up and therefore there was no basis on which the proofs could be processed.

17. Mr Millinder maintains that the lodging of the proofs or claims to be a creditor by the Club is having a material effect on his ability to advance what he maintains is a viable claim available to Earth Energy in relation to losses said to have been suffered as a result of the failure by the Club to proceed with a joint venture, which Mr. Millinder maintains was a breach of contract or duty owed by the club in its capacity as a party to the joint venture. The effect of the Club's claims is set out in a letter from the Official Receiver dated 16 June 2017 in which the Official Receiver says that because his office had received claims of about £4,900,000 of which the claim submitted by Mr Millinder totalled £770,000, Mr Millinder's interest as a creditor was less than 25% of the known

Page **5** of **12**

HHJ Pelling KC's judgment of 28 June 2018 in Millinder v Middlesbrough Football & Athletic Company (1986) Ltd & the Official Receiver of London

It is evident from paragraph 2 of his 26 March 2018 judgment we photographed (above) that ICC Judge Jones made Mr Millinder the second applicant, and HHJ Pelling was under official duties to have read that judgment.

Any judge reading p.2 of 'Judge Jones' judgment could tell he was acting without jurisdiction. The Club only just made an application to trespass on Mr Millinder's privilege of witness immunity from suit, but Jones pre-determined it, adding Mr Millinder as the Second Applicant for them, by that judgment.

The front page of the judgment makes Mr Millinder the second applicant.

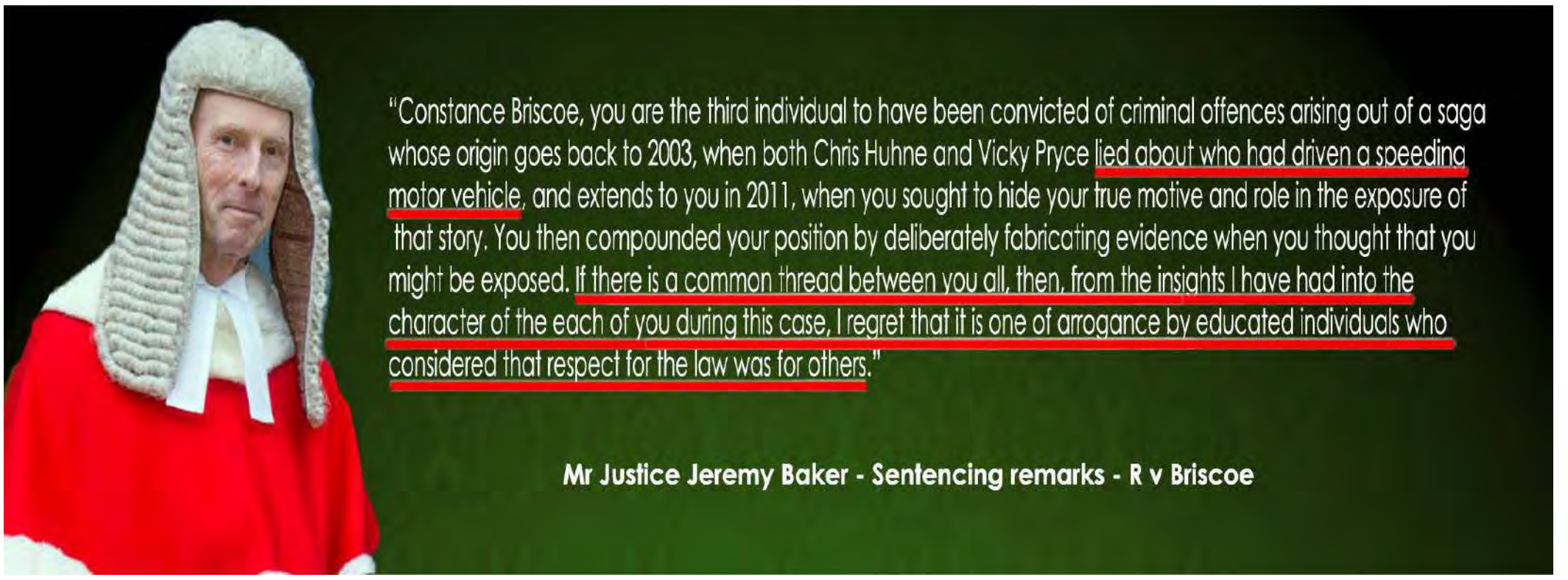
Mr Millinder, as the second applicant, exercised his right under *CPR 3.1(7)* to set aside Jones's order and Judge Pelling failed to deal with it at all.

Judge Pelling is evidenced **LYING** at p.16, saying the only remedy was to appeal, and that it was only available to EEI!

Judge Pelling is further evidenced **LYING** at p.16 saying that the Club's proofs were not admitted in the formal sense, knowing that they were.

It is evident at p.17 that Judge Pelling knew the statement he made at p.16 were **BLATANTLY FALSE,** because he set out; that of the £4,900,000 in claims, only £770,000 are Mr Millinder's, the rest is the Club's formal 14.4 proof of debt form accepted by Mr Hannon, the Liquidator '***in fraud of the bankrupt laws'*** on 2 February 2017.

In our previous report exposing the serious judicial misconduct of ICC Judge Jones, **we showed you the 3 decisions made by the liquidator in respect of the Club's proofs of debt**. Judge Pelling must have known decisions were made to deliberately fail to administer the law, because he was one of the ones that did precisely the same, in respect of both EW and EEI!



3.3. On 12 November 2018 – Ulick Staunton, counsel for the Club 'U-turned' on the Club's claims

Literally, as it sounds, knowing that no money has ever been contractually owed to the Club (including the £256,269.89 unwarranted demand they made against EW first claiming to be creditors), were retracted by the Club's barrister in writing at p.37 of his skeleton dated 12 November 2018:

"The assertion that Rs did something wrong in respect of the wind turbine project is one that may provide a foundation for a claim by Empowering, not A. The para ends with an assertion that "the Defendant" cannot bring any claim against "the Applicant"; this is not understood. Rs do not bring any claim against A, or Empowering or Earth Energy, save that Rs claim £25,000 from Earth Energy under the consent order of 16 January 2017."

On 5 October 2018 ICC Judge Jones illegally trespassed on Mr Millinder's absolute immunity awarding costs founded by his and their fraud:

The proceedings brought by EEI on 15 November 2017 were founded by the Clubs £4.1 million claim, which was the third proof of debt that the Liquidator had decided, contrary to law, to admit against EW.

Acting in fraudulent breach of duty and without jurisdiction, exactly 38-days after the Club's barrister retracted the claims against EW, knowing they are false, acting with them, Jones sought to make a gain and to have caused loss consequential of the Club's £4.1 million fraud by false representation contrary to *Section 2 of the Fraud Act 2006*.

Jones lied in **his judgment**, saying that the liquidator made no decision in respect of the proof of debt, knowing they all decided to evade the law, to make gains and to have caused loss of over £10 million to Mr Millinder.

Due to systemic corruption, they all remain at large.

Here's the 5 October 2018 order made by ICC Judge Jones after Judge Pelling assisted the Defendants in covering up:

CR-2017-008690

In The High Court of Justice

008690|

Claim No CR-2017-

Business and Property Court of England and Wales

Insolvency and Companies List (ChD)

In the matter of Empowering Wind MFC Limited

Before Insolvency and Companies Court Judge Jones

Friday 5 October 2018

Between:

(1) Earth Energy Investments LLP

(2) Paul Millinder

Applicants

-and-

(1) Anthony Hannon The Official Receiver

(and liquidator of (a) Empowering Wind MFC Limited and

(b) Earth Energy Investments LLP)

(2) Middlesbrough Football & Athletic Company (1986) Limited

Respondents

Order

UPON the application by Application Notice issued on 16 November 2017

AND UPON hearing the Official Receiver, Mr A Hannon, and Counsel for the Second Respondent, Mr U Staunton

AND UPON the Second Applicant, Mr P Millinder, not attending

IT IS ORDERED that the Second Applicant pay (1) the costs of the First Respondent, the Official Receiver, assessed in the amount of £5,664.60, and (2) the costs of the Second Respondent, assessed in the amount of £38,872.24.

SERVICE

This order shall be served by Womble Bond Dickinson (UK) LLP, Solicitors for the Second Respondent, of St. Ann's Wharf, 112 Quayside, Newcastle upon Tyne NE1 3DX, on (1) the Second Applicant, Mr P Millinder, of 3rd Floor, 277-281 Oxford Street, London W1C 2DL, and (2) the First Respondent, Mr A Hannon, of The Official Receiver's Office, Second Floor, Abbey Orchard Street, London SW1P 2HT

ICC Judge Jones awarded the defendants £44,536.84 for their fraud and his own fraudulent abuse in concealing it for them and failing to judge!

4. In September 2023 Mr Justice Miles found the fraud that Judge Pelling covered up in June 2018

On 20 September 2023 Mr Justice Miles (now Lord Justice Miles), ordered a 2.5-day trial of this Firm's application, which was disposed of by Fancourt J in less than 10-minutes whilst he failed to touch on the crucial issues of '***set off*** ' / '***witness immunity*** ', which is what the case before him was all about!

REASONS

The application is highly contentious, involves serious allegations (including of fraud), and depends on a long and complicated history. The application notice seeks a substantial hearing. The usual position is that hearings of this length are heard in person. In the exercise of my discretion I do not consider that it is appropriate to depart from this and allow a remote hearing. I have taken into account the reasons given in box 11 of the application notice for seeking a remote hearing. These do not justify a remote hearing and are in any case without substance. The allegations of political interference and that the claimant cannot rely on the courts in the UK to act fairly are wholly without merit. In any case the claimant is bringing this application before the courts in the UK and is therefore invoking their jurisdiction.

A photograph of the 20 September 2023 order by Mr Justice Miles & the non-determined application pertaining to it

It is evident that Mr Justice Miles examined this Firm's interim application of 7 September 2023 and found it necessary , to list it for a 2.5-day fraud trial.

In June 2018 when the applications before him pleaded it, HHJ Pelling KC lied, condemning Mr Millinder's case as '***no more or less than bound to fail***', 3 times over, to invent a civil restraint order, to conceal the fraud!

5. Forgery by the Judge of the EW – EEI assignment of the debt

The crucial evidence proving the EEI claim against the Club is the assignment on which it was based.

Judge Pelling appeared to place great emphasis on relying on what Mr Justice Nugee did, so he knew, or ought to have done, that Mr Justice Nugee forged the terms of the assignment, but uncoincidentally, made no reference to that in his purported determinations, nor that Mr Staunton used the false instrument, to mislead the Court on 11 April 2018 in respect of the same crucial material facts.

Essentially, what happened was that on 5 February 2018, after finding that no money was contractually owed to the Club, because the operative clause of 'force majeure' suspended the obligation to pay rent, Mr Justice Nugee as he then was, acted fraudulently by falsely representing the terms of the absolute assignment, as evident below:

We agreed to tidy up lose ends on some of the fees and the £200k that we paid from other accounts so that Earth Energy Investments, as Parent of Empowering MFC is assigned those investments, representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action, with the Parent recovering funds invested and Empowering MFC recovering consequential loss, including the feed in tariff revenue. We agreed this would mitigate loss in litigation to an extent.

A screenshot we took of the original assignment terms that Lord Justice Nugee had before him in front of his eyes

10. It is true that one of the documents relied on as not having been disclosed is board minutes of EW dated 29th June 2015, in which there was some discussion of how to react to Middlesbrough's demand for £255,000, and that that includes a passage which could be a reference to assignment to EEI as follows:

> **"We agreed to tidy up loose ends on some of the feeds and the 200K that we paid from other accounts of Earth Energy Investments as parent of Empowering MFC, as assigning those investments representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action that the parent recovering funds invested, and Empowering MFC recovering consequential loss, including the feed in tariff**

Page **4** of **6**

A photograph of p.10 of his 5 February 2018 judgment showing that Lord Justice Nugee committed forgery and or fraud by false representation defacing the crucial evidence and facts in the proceedings

Mr Justice Nugee, then a High Court Judge, forged the terms of the EW to EEI assignment, then relying on his falsified version of the assignment to make a gain and to cause loss to EEI, and to prevent justice being served on the Club.

The motive for doing so could not be clearer...

EEI was, by virtue of serving the notice of assignment on the Club on 30 June 2015, granted statutory rights to recover the debt, those rights are conferred in Section 136(1)(a), 136(1)(b) & 136(1)(c) of the Law of Property Act 1925. The act that expressly affirms that '***any absolute assignment of which notice has been given... is effectual in law***'.

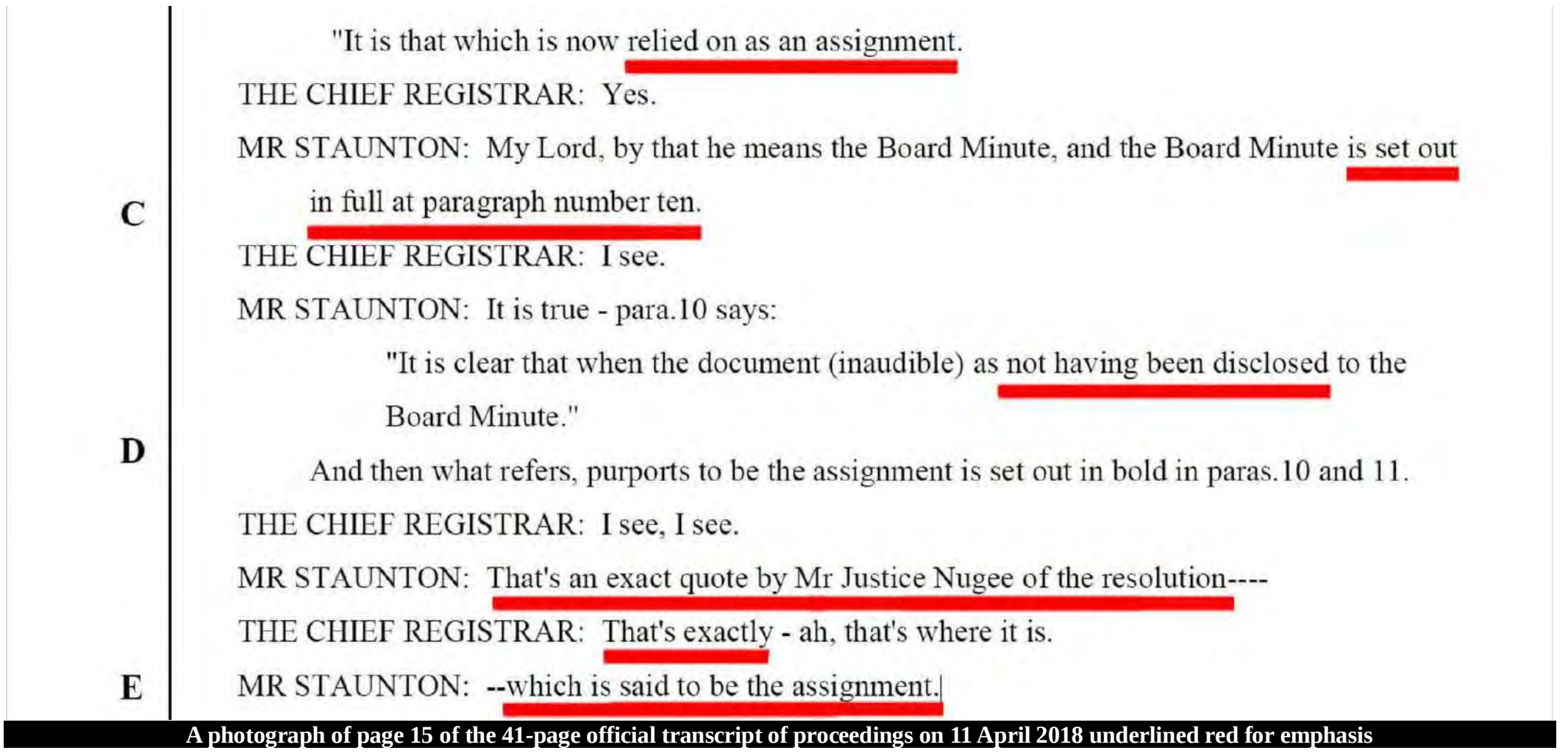
Mr Justice Nugee, now Lord Justice Nugee of the Court of Appeal, defaced the crucial evidence, and it is now plain for all to see.

HHJ Pelling KJ and successive 'Judges' including Mr Justice Fancourt, dishonestly deprived Mr Millinder of the rights granted by the Law of Property Act 1925, to hoodwink him of his own investment in the wind turbine project!

What would the ordinary man or woman down the pub think?

Hot topic? High Court Judge forged a crucial document to someone else's prejudice – to defraud a party of over half a million pounds? Or just another day in the life of corrupt Britain?

6. On 11 April 2018 in a rigged without jurisdiction proceeding before Chief ICC Judge Briggs, blatantly corrupt barrister, Ulick Staunton, acting for the Club relied on Mr Justice Nugee's forgery, lying about it and saying this



"It is that which is now relied on as an assignment.

THE CHIEF REGISTRAR: Yes.

MR STAUNTON: My Lord, by that he means the Board Minute, and the Board Minute is set out in full at paragraph number ten.

THE CHIEF REGISTRAR: I see.

MR STAUNTON: It is true - para.10 says:

"It is clear that when the document (inaudible) as not having been disclosed to the Board Minute."

And then what refers, purports to be the assignment is set out in bold in paras.10 and 11.

THE CHIEF REGISTRAR: I see, I see.

MR STAUNTON: That's an exact quote by Mr Justice Nugee of the resolution----

THE CHIEF REGISTRAR: That's exactly - ah, that's where it is.

MR STAUNTON: --which is said to be the assignment.

A photograph of page 15 of the 41-page official transcript of proceedings on 11 April 2018 underlined red for emphasis

7. The offence of Section 3 Forgery & Counterfeiting Act 1981

Forgery and Counterfeiting Act 1981

1981 CHAPTER 45

PART I

FORGERY AND KINDRED OFFENCES

Offences

3 The offence of using a false instrument.

It is an offence for a person to use an instrument which is, and which he knows or believes to be, false, with the intention of inducing somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice.

The EEI claim of the statutory demand of 6 January 2017 was based on the absolute assignment, which Mr Justice Nugee had found was one of the crucial documents withheld in breach of the Club's legal duty of full and frank disclosure during their ex-parte (without notice) financial injunction proceeding designed to prevent EEI from recovering the liquidated sum of the demand, of £530,000, of which £200,000 was the lease premium paid to the Club!

The 'Registrars' of the Insolvency & Companies Court, now known as 'ICC Judges', had defeated the pari passu distribution principle amongst the body of EW and EEI creditors by fraudulently evading / contracting out, the mandatory engaged rule of insolvency set off to defraud Mr Millinder of over £10 million vested in EW, and the £650,000 including interest, vested in EEI.

8. Argument substantiated by final judgments of the House of Lords and Supreme Court on insolvency set off

To cut a long story short, the bottom line is that both the House of Lords in **Stein v Blake**, and the Supreme Court in Bresco Electrical Services v Lonsdale, finally determined that '***set off is mandatory and takes effect on commencement of an insolvency process***'.
The judges involved decided that law did not apply in Mr Millinder's case, bypassing the mandatory law to defraud Mr Millinder of the rights granted by the statutory law, not just once, but twice in two different insolvencies affecting the same person.

In June 2020, the Supreme Court in Bresco Electrical Services, said this at p.29 – 30 of the final judgment on the issue of insolvency set off:

"One example is the balance of contingent or prospective claims under IR 14.25(5). Within the liquidation, a net balance owing to the creditor must be pursued by proof of debt in the ordinary way. The liquidator is entitled to be paid the full amount of any net balance owing by the creditor, and may exercise any available remedies for its quantification and recovery, including litigation, arbitration or ADR: see IR 14.25(4) and (5).

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

9. What was before HHJ Pelling KC in June 2018

What happened in relation to EW and its cross claim exceeding £10 million against the Club?

On 15 November 2017, EEI had applied to a High Court Judge to deal with allegations of fraud by non-disclosure and false representation during ex-parte financial injunction proceedings, and to deal with false claims made by the Club, purporting to be creditors of EW, when no such claims can be contractually established.

ICC Judge Jones appears to have been installed to cover up the fact that the Liquidator, Mr Hannon of the Insolvency Service, was colluding with the Club and their lawyers, with acts notably described by the courts as acts '***in fraud upon the bankrupt laws***', automatically engaging the rule on anti-deprivation (See: *Belmont Park v BNY*).

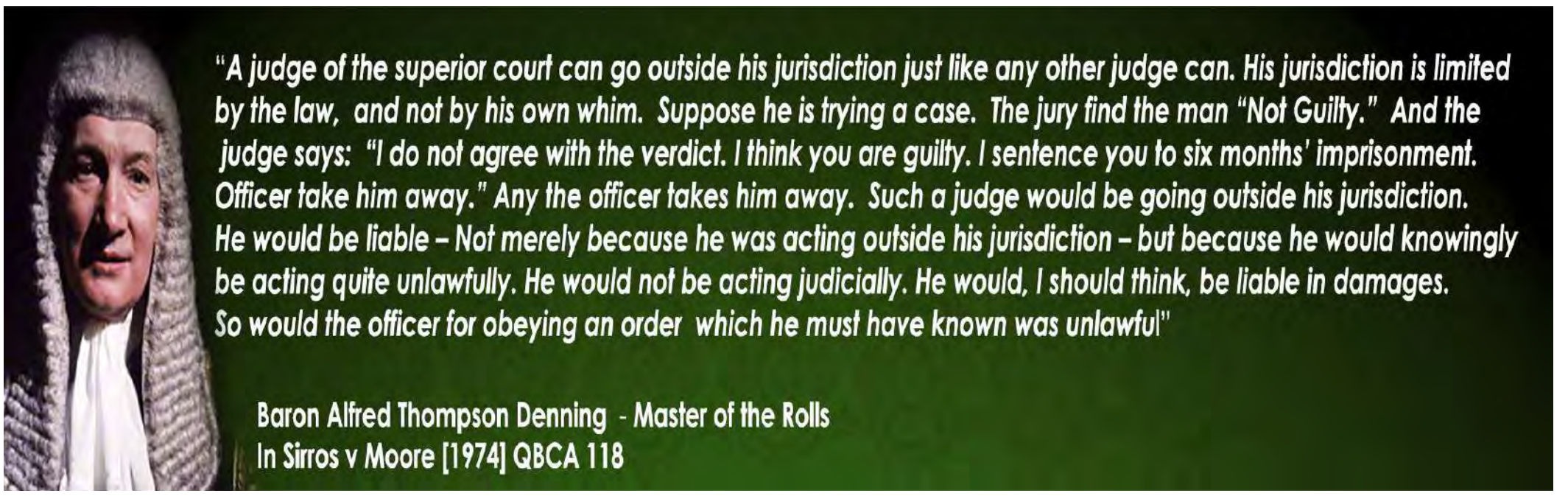
P.2 of the Supreme Court's final judgment in *Belmont*: said this:

"In 1812 Lord Eldon LC confirmed that a term which is "adopted with the express object of taking the case out of reach of the Bankrupt Laws" is "a direct fraud upon the Bankrupt Laws" from which a party cannot benefit: Higinbotham v Holme (1812) 19 Ves Jun 88, 92."

Mr Hannon, the Official Receiver of London, EW liquidator, did what the former Chief Regisatrar Baister who installed him did, he shirked his fiduciary duty to have administered the law, when between 15 August 2016 – 19 September 2016 Chief Registrar Baister wound up EW after bypassing the law on set off, creating an automatically void insolvency order which failed to comply with the statutory requirement.

HHJ Pelling was asked to set aside Jones's judgment of 26 March 2018 founded by his failure to administer the statutory law.

'***There are not varying degrees of nullity.***'



There was no singular reference to the crucial point of law' insolvency set off, anywhere in the ICC Judge Jones judgment of 26 March 2018, and yet that was what the case was all about.

10. The EEI claim that extinguished the Club's automatically void £25,000 claim by winding up petition

What happened in relation to EEI, was that on 21 March 2018, after first working for the Club and covering up their material non-disclosure, finding that no money was owed to the Club, and then forging the terms of the EEI absolute assignment to make his not absolute, Mr Justice Nugee, a High Court Judge, listed EEI's application to set aside the order of 16 January 2017 (said to originate the Club's £25k), for a hearing in the usual way.

6-days later, along came the cheat, Ulick Staunton, counsel for the Club, **who appears to have colluded with ICC Judge Barber**, a Master / Registrar, not only to defeat the High Court Judge's order and the Claimant (EEI), but to have bypassed the law on set off, because the Club never had a claim to prove, but for failure by the Court to have administered the law.

Courtesy of the fraud by Ulick Staunton, the Club, the now Lord Justice Nugee and ICC Judge Barber, on 28 March 2018 EEI was wound up, defrauding Mr Millinder of over £650,000, when the company had no debt.

That's what **Chief ICC Judge Briggs installed HHJ Pelling** to the case to cover up, and he did precisely that…

11. The fraudulent 'purported determinations in June 2018 by HHJ Pelling KC

In all the 29-pages produced by HHJ Pelling KC, there's no single reference to the crucial terms 'set off' as in insolvency set off, or '14.25' as in 14.25 of the Insolvency Rules 2016, yet both the applications he purported to determine, were precisely about that.

HHJ Pelling KC was put in to cover up the fraud, so he covered up the Court's deliberate (fraudulent failure) to administer the mandatory law in respect of the Club's false claims, to defraud Mr Millinder of millions.

We exhibit below HHJ Pelling's fraudulent 'purported determinations' deliberately concealing not only the fraud by Mr Hannon, the Club, Chief Registrar Baister, ICC Judge Barber and Chief ICC Judge Briggs, but also the forged terms of the assignment by the now Lord Justice Nugee.

HHJ Pelling KC was working for the Defendants, but yet, on 8 February 2019, the then Chancellor of the High Court, found that the assignment terms are effective according to Section 136(1) of the Law of Property Act 1925.

On 6 November 2020 Mr Justice Fancourt found that the assignment from EW to EEI was never determined and neither were the 'substantive issues'.

On 6 November 2020 Fancourt J found after examination of the 'purported determinations', including those by HHJ Pelling KC and the former Chancellor of the High Court, Sir Geoffrey Vos ' that in fact, the assignment, which Section 136(1) of the Law of Property Act 1925 determines as being 'effectual in law' was never decided at all.

We include below citations from the 6 November 2020 proceedings in Mr Millinder's case.

Set off was extensively mentioned by Mr Millinder, but again, Mr Justice Fancourt evaded the crucial evidence and facts.

Masters of spin and deceit? The official transcripts reveal all.

"Fancourt J: *Well, **it seems to me the position is that the, the validity of the assignment by EW MFC to EE was never actually decided** by a judge at a, at a trial. It is just that **various opportunities to raise it along the way were never taken and then Mr Millinder was not in the position to do so because ENW was in liquidation**, so he could not raise the point. And then **EE also went into liquidation, did it not**?"*

Fancourt J must have known that the 'various opportunities to raise it along the way were never taken' because his flagrantly corrupt colleagues in the Insolvency & Companies Court defrauding Mr Millinder by depriving him of the statutory set off rights. There was no single reference to 'set off' or '14.25 anywhere in Mr Justice Fancourt's judgment either, whilst evident that Mr Millinder put the point forward in the open Court before him!

12. On 6 November 2020 Mr Justice Fancourt was referring to the completed contractual terms in EW and EEI's favour

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

Fancourt J knew, or he ought to have known, that the 'points not taken at the right time' refereed to the fraudulent conspiracy by the corrupt judiciary and the Defendants acting together to circumvent the law, to make gains and to have caused loss, and to have prevented justice being served on themselves and each other.

The then Chancellor, Sir Geoffrey Vos also bypassed the crucial law, whilst negating to account for the fact that Ulick Staunton, 'U-turned' on the claims on 12 November 2018, knowing that no claims can possibly be established.

It is fraud to conceal fraud, and evidentially, nothing in Mr Millinder's case that ever needed to be determined, ever was, because those are the points that win his case.

13. CONCLUSION

13.1. Welcome to the totalitarian world of lawless two-tier justice Britain

Where providing immunity to corrupt judges, government officials and their cronies takes priority over the rule of law, equality and justice. The establishment makes sure the ball's always in their court, literally. The Club had no worries about its poor performance on the pitch. As Jock Stein said, "***If you're good enough, the referee doesn't matter***" and in this case, all the referees, the purportedly independent fact finders, were playing for the other side.

No judge had jurisdiction to conceal fraud and failure to administer the law with a civil restraint order designed to penalise and curtail a witness or plaintiff from giving evidence. At the heart of the EW claim and the fact that the Club's claims are false, are the 'substantive issues' that Mr Justice Fancourt found had never been tried.

Contractually no rent or energy supply was owed to the Club, proving the cross claim vested in EW, so the Defendants evaded the terms and bypassed the law.

13.2. The duty of inquiry / going behind a judgment – no res judicata in insolvency proceedings where it be shown there's no debt owed in truth and reality

In ***Dawodu v American Express [2001] BPIR 983***, Etherton J provided detailed analysis of judgments from the early 1800's on the duty of inquiry / going behind judgments and he finally determined what's required before exercise of this inquiry is this:

> ***"My only qualification to the summary by Warner J. is that the cases establish that what is required before the Court is prepared to investigate a judgment debt, in the absence of an outstanding appeal or an application to set it aside, is some fraud, collusion, or miscarriage of justice. The latter phrase is of course capable of wide application according to the particular circumstances of the case. What in my judgment is required is that the Court be shown something from which it can conclude that had there been a properly conducted judicial process it would have been found, or very likely would have been found, that nothing was in fact due to the Claimant. It is clear that in those circumstances the Court can enquire into the judgment and the judgment debt, even though the debtor himself has previously applied to have the judgment set aside, and even though that application has been refused and that refusal has been affirmed by the Court of Appeal see Re Fraser [1892] 2QB 633."***

HHJ Pelling KC had before him categoric proof that no money was owed to the Club under the completed terms of the deeds between the parties.

A 12-year limitation period has effect for breach of a deed, which, in this case happened on 30 April 2015.

The claims against the Club are well within the statutory limitation period and yet HHJ Pelling, covered up those terms, trying nothing and then certifying the case as '***no more or less than bound to fail***'

In *Belmont*, the Supreme Court said this:

"103. As has been seen, commercial sense and absence of intention to evade insolvency laws have been highly relevant factors in the application of the antideprivation rule. Despite statutory inroads, party autonomy is at the heart of English commercial law. Plainly there are limits to party autonomy in the field with which this appeal is concerned, not least because the interests of third-party creditors will be involved. But, as Lord Neuberger stressed [2010] Ch 347, para 58**, it is desirable that, so far as possible, the courts give effect to contractual terms which parties have agreed**"

Throughout Mr Millinder's case, it appears clear to us and as found by Fancourt J on 6 November 2020, that the crucial contractual facts in Mr Millinder's favour, the completed terms of the lease and associated deeds were never touched on at all, deliberately creating grave injustice.

13.3. HHJ Pelling KC's affront to the final Court of Appeal judgments on the public policy issue of 'TWM'

It was an outright lie by HHJ Pelling and all the rest that did certify Mr Millinder's case as '***no more or less than bound to fail***'.

There are two leading judgments on the important public policy issue of 'TWM' (meaning no more or less than bound to fail). At p.15 in ***R (Grace) v Secretary of State for the Home Department [2014] EWCA Civ 1091*** the Court said this:

> ***"First, no judge will certify an application as TWM unless he is confident after careful consideration that the case truly is bound to fail. He or she will no doubt have in mind the seriousness of the issue and the consequences of his decision in the particular case."***

The Court of Appeal drew the distinction at paragraph 15 of the judgment, between an application within the case and the case itself.

The in the second leading judgment on the issue of 'TWM'***; R (Wasif) v Secretary of State for the Home Department [2016] EWCA Civ 82*** ,the Court of Appeal finally determined the public policy rule when any judge is considering a 'TWM' certification and at p.19 the Court said this:

> ***"But where the application is certified as TWM, so that the claimant has reached the end of the road (subject to appeal), peculiar care must be taken to ensure that all the arguments raised in the grounds are properly addressed."***

The Court of Appeal finally determined that all the arguments raised in the grounds are properly addressed, but HHJ Pelling KC concealed the contractual facts, he affronted the final judgments going back to the early 18th century on the '***no res judicata rule'***, and on the balance of probabilities, he knew as well as the ordinary informed lay observer does, that no money was ever owed to the Club.

But for failure to administer the mandatory rule, neither of Mr Millinder's companies were insolvent, it was all fraud, and then more fraud, by the judges concealing their own fraud. As we said, '***there are not varying degrees of nullity'*** but this lot make them anyway. Time for a clear out?

14. LINKS TO EVIDENCE

1. **The 14.4 formal proof of debt form** that the Liquidator, Mr Hannon, formally accepted on 2 February 2017, contrary to Judge Pelling's lies saying to formal proof was accepted.

2. **Middlesbrough Football Club's 31 May 2018 application for an Extended Civil Restraint Order** against Mr Millinder – The automatically void application impermissibly trespassing on Mr Millinder's privilege of absolute witness immunity from suit.

3. **Judgments by HHJ Pelling in this case dated 7 and 28 June 2018** that deliberately (fraudulently) negate any mention of the crucial rule on set off that HHJ Pelling KC and his cohorts evaded to engineer their fraud by depriving Mr Millinder of statutory rights anyone else in his position was entitled.

15. INVITATION TO COMMENT

What is the purpose of a judge who does not judge, and what would the ordinary man down the pub think?

HHJ Pelling KC, the Lady Chief Justice, the Prime Minister's Anti-Corruption Champion, the Attorney General, Secretary of State for Justice and Serious Fraud Office have been invited to comment on this report.

All comments will be published in the public interest.

Email us: admin@intelligenceuk.com

"There is no greater tyranny than that which is perpetrated under the shield of the law and in the name of justice"

Montesquieu

INTELLIGENCEUK.com

ICC Judge Barber a danger to the public

ICC Judge Barber, AKA Sally Barber, formerly known as Registrar Barber is not in fact a Judge, as in a judge of the High Court, but a Registrar (Master) of the High Court of Chancery specialising in insolvency and companies law cases. 'ICC' stands for 'Insolvency & Companies Court', based at the Royal Courts of Justice, Rolls Building, Fetter Lane, London.

In this short real-evidence based article we expose how ICC Judge Barber impermissibly trespassed on a case that was in the exclusive jurisdiction of a High Court Judge, to defeat the Claimant, and the High Court Judge's order, in a fraud case, by winding up / liquidating the applicant in fraudulent insolvency proceedings, without any debt, to defraud the victim and his Firm of over £650,000!

Life changing sums of money, hoodwinked in less than 10-minutes, in absence of law by ICC Judge Barber and her associate barrister, Ulick Staunton.

We tell it for the ordinary man or woman down the pub, everyone can get it. We show you, in simple speak, that those entrusted to administer justice in the UK, are unworthy of the positions they hold. Unregulated, lawless and out of control? You decide.

One of the most important functions of a judge is to ensure that individuals are dealt with properly by the state, and we judges should therefore be prepared, indeed eager, for the judiciary to be held at least to the same high standards as, and I would suggest higher standards than, the executive.

Lord Neuberger – Former President of the Supreme Court

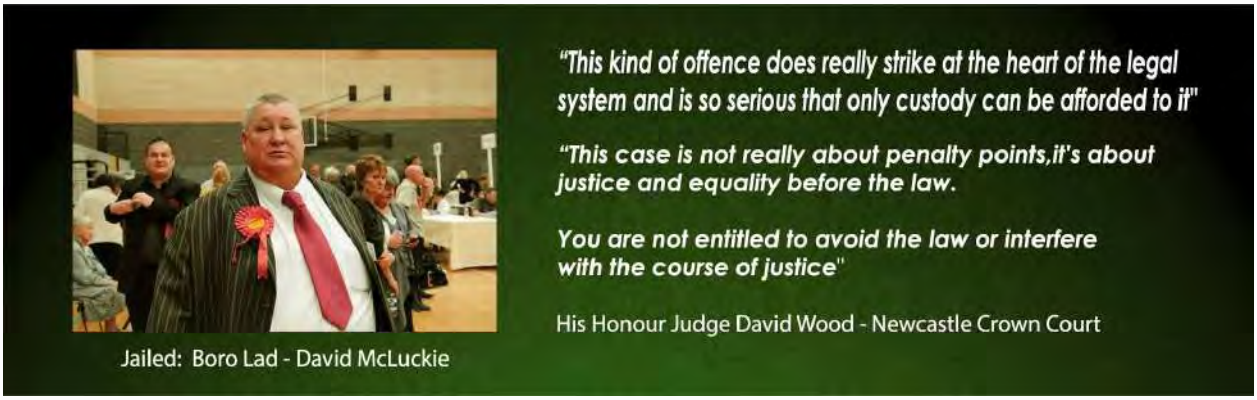
We're not trying to discriminate against ICC Judge Barber by saying that she is a danger to the public, although that is factual.

We're not trying to single any of them out, that wouldn't be fair. Chief ICCJ Briggs, the Master of the Rolls, head of Civil Justice for England and Wales, and many other senior judicial subjects, are likewise.

Treasonous conduct exhibited by a sect of judicial transgressors who walk all over their official oaths? We'd be doing our country and our people real injustice not to fully expose their tyranny.

Judges can also pervert the course of justice 'no one is above the law'

In sentencing David McLuckie, the former Cleveland Police Chairman for perverting for bypassing the law over a summary driving points offence…



What's knowingly defeating a High Court Judge's order just a week after it was made, to prevent justice being served on the Defendants, if it's not perverting?

We feature this video, where fellow Judge, Constance Briscoe, was also jailed for perverting, just over a summary driving points offence.

Judge, Constance Briscoe is jailed for 16-months for perverting the course of public justice. '***No one is above the law'***

Where McLuckie and Briscoe were concerned, there wasn't hundreds of thousands of pounds of fraud involved like there is here.

In this case, ICC Judge Barber was perpetrator of the fraud, dishonestly depriving EEI of the statutory set off rights to make gains and to have caused loss is fraud, as it is, an act without jurisdiction.

Failure to comply with the mandatory statutory requirement, when the rule is engaged, can only result in a nullity and, 'there's not varying degrees of nullity'.

If an act is void, it's automatically void and everything founded by it is also void.

The case of Middlesbrough Football Club v Earth Energy Investments LLP (and vice versa)

Insolvency law requires that when there are claims arising through pre-insolvency mutual dealings between the insolvent and a creditor, or one claiming to prove, the sums due from one, must be set off against sums due from the other. (See: **R.14.25 Insolvency (England & Wales) Rules 2016**; *Stein v Blake [1995] UKHL 11* & *Bresco Electrical Services Ltd v Michael J Lonsdale [2020] UKSC 25*).

In 2020, the Supreme Court in Bresco put it this way:

29... whereas legal or equitable set-off is essentially optional, taking effect only if the cross-claim is pleaded as a defence to the claim, ***insolvency set-off is mandatory, and takes effect upon the commencement of the insolvency*** *(the "cut-off date"). It is said to be self-executing, and for some purposes* ***the original cross-claims are replaced by a single claim for the balance****: see IR 14.25(3) and (4).*

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

In 2022 this Firm acquired the high-profile case from Mr Millinder, who we allege to be the victim of a protracted malicious campaign of abuse by the English judiciary over 7-years.

We show you all how a sect of 'judges' evaded the law, then concealed the crucial evidence and facts to prevent justice being served on the Defendants and themselves.

The Club defeated the contractual purpose on 30 April 2015, by refusing EW the connection on the finalised terms of the Connection Offer that was already agreed and completed by 4 January 2013.

The contractual purpose was to '***construct, connect to the grid and operate***' a 90-metre-high wind turbine at the Stadium.

Chronology of events

On 25 June 2015 the Club demanded money, £75,000 rent and £181,269.89 energy supply (£256,269.89).

On 29 June 2015 the Board of EW assigned the investment made in taking its development project to a construction ready phase to EEI.

On 19 August 2015 the Club forfeited the lease. The claims against the Club vested in EW and EEI arise from that.

On 19 September 2016, EW was wound up when the Club falsely claimed to be creditors in the sum of £256,269.89.

The then Chief Registrar, bypassed the mandatory law on set off, failing in his duty to have set off the EW claim substantially exceeding the Club's claim, as the law required. That was EW out of the way for the Club, the rules of the game, never figured. Then it was onto EEI.
On 6 January 2017 EEI served the Club a statutory demand for £530,000, the assigned investment made in EW thrown away when the Club forfeited the lease that it had been paid £200,000 for by EW.

On 9 January 2017, the Club attended a without notice (ex-parte) financial injunction hearing to 'refrain presentation of the EEI demand'.

On 16 January 2017 the injunction was disposed of, with an order, said to have been by consent, but disposed by EEI, awarding the Club £25,000.

It was later found by Mr Justice Nugee on 5 February 2018 that the Club had withheld material information to conceal the important facts and evidence proving the EEI demand, which required EEI to make a second application to try the fraud.

The Middlesbrough Football Club winding up petition

On 12 February 2018, Middlesbrough Football Club and their lawyers appear to have been given a license to 'bypass / avoid the law and justice by the English judicial establishment.

Acting to affront and defeat the mandatory engaged rule on insolvency set off, on 12 February 2018, the Club presented a winding up petition against EEI.

On 1 March 2018 EEI applied to set aside the consent order on the grounds that he was alleged to have been founded by fraud and that in any event, the EEI claim set off the Club's £25,000.

On 20 March 2018 the Club and their lawyers applied to Mr Justice Nugee to strike out EEI's application to set aside the £25,000 purported winding up petition debt originating by their order of 16 January 2017.

Empowering Wind MFC Ltd (EW) owned by Earth Energy Investments LLP ('EEI) were to have '*constructed, connected to the grid and operated*' '***Europe's first wind powered football stadium'*** until the Club refused the connection, leaving the firm with huge losses

The High Court Judge's order of 21 March 2018

On 21 March 2018 Mr Justice Nugee made the order below:

In the High Court of Justice **Claim No: CR-2017-000140**
Business and Property Courts of England and Wales
Insolvency and Companies List (Ch D)

In the Matter of the Insolvency Act 1986

CR-2017-000140

And in the Matter of Middlesbrough Football & Athletic Company (1986) Ltd

BETWEEN

Earth Energy Investments LLP

Applicant

and

Middlesbrough Football & Athletic Company (1986) Ltd

Respondent

ORDER

Before **the Honourable Mr Justice Nugee** sitting at the Rolls Building, 7 Rolls Building, Fetter Lane, London, EC4A 1NL on 21 March 2018

UPON the Application of the Applicant dated 1 March 2018

AND UPON reading a letter from the Respondent's solicitors dated 20 March 2018 applying for an order that the application be dismissed without a hearing

IT IS ORDERED AS FOLLOWS:

1. The Court does not think fit to dismiss the Application without a hearing.

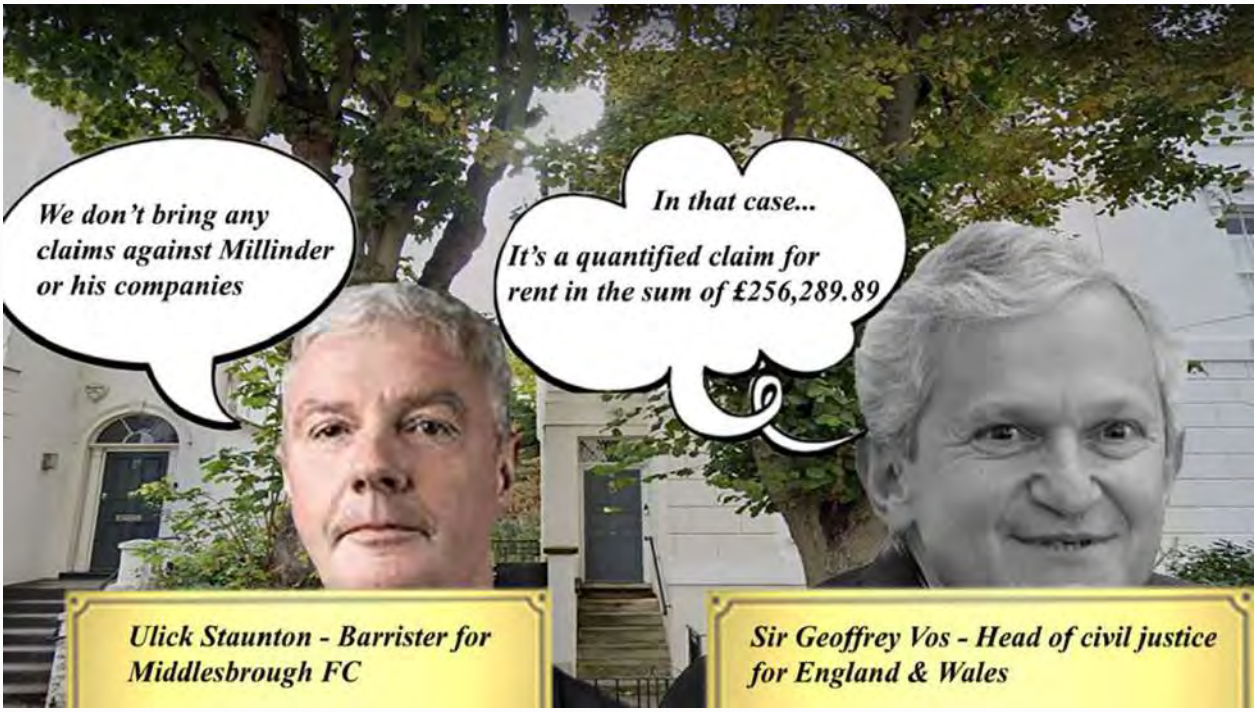
2. The Application be listed for hearing in the usual way.

REASONS

On 21 March 2018 High Court Judge, Mr Justice Nugee dismissed the Club's application attempting to strike out EEI's application for a fraud trial and listed EEI's application to set aside the order of 16 January 2017 for a hearing in the usual way.

Just 6-days later ICC Judge Barber came in to defeat the High Court Judge's order

ICC Judge Barber has a long affiliation with barrister, Ulick Staunton, acting for the Club.



What happened was rather than to have acted in the interests of justice and withdrawn the abuse of process petition, it appears that ICC Judge Barber conspired with Ulick Staunton, the Club and their lawyers, Womble Bond Dickinson (UK) LLP in Newcastle, to defeat the Judge's order to avoid a trial of the application to set aside the £25,000 order that EEI alleged was founded by fraud.

Earth Energy Investments LLP's authorised representative was taken ill – The 27 March 2018 sealed letter

On 27 March 2018 EEI filed the letter we exhibit below, it was sealed by ICC Judge Barber and her Court, affirming that the letter was read.

The letter expressly referred to the High Court Judge's order of 21 March 2018 and the fraud proceedings listed for trial relating to alleged material non-disclosure during without notice financial injunction proceedings, and alleged blackmail by the Club, also arising from the same order, 16 January 2017.

It cannot be said that ICC Judge Barber, Mr Staunton, the Club and their co-defendants did not know on 28 March 2018 that their purported £25,000 winding up petition was a flagrant abuse of process.

In two-tier justice England, the laws and even the High Court Judge's order, mattered not, not where ICC Judge Barber and the Club were concerned, they were going in for the kill, without jurisdiction in absence of law.

In the High Court of Justice

Chancery Division

CR-2018-001137

27 Mar 2018

THE BUSINESS & PROPERTY COURTS OF ENGLAND & WALES

CR-2018-001137

In the matter of the Insolvency Rules 2016:

Earth Energy Investments LLP

Claimant

And;

Middlesbrough Football & Athletic Company (1986) Limited

Defendant

Letter for Judge

Dear Judge, 27th March 2018

I am unable to attend the hearing today due to a stomach bug.

In my absence I make the following submissions;

1. That the parties were acutely aware that the £25k was subject to challenge and the Application is to be heard by Mr Justice Arnold on 6th June 2018;

2. That on 12th February 2018 matters were subject to proceedings as to CR-2017-008690 where the evidence to prove material non-disclosure at the ex-parte hearing of 9th January 2017 is filed;

3. I enclose a copy of the Order made by Mr Justice Nugee in relation to my Application as to fraudulent non disclosure and blackmail, when the Defendants made an application to Bristol County Court in the sum of £555,000 on 7th September 2017 when no such Order of the Court exists, relating to the same Order obtained when the Defendants withheld 172 pages of witness exhibit from that ex-parte hearing to which proceedings relate;

4. I did not agree to the Consent Order dated 16th January 2017 and I refer to the Penningtons Manches LLP letter dated 11th January 2017;

5. The Claimant has a counterclaim against the Defendants substantially exceeding the £25,000 that the Claimant does not owe;

6. It is therefore submitted that the Petition be dismissed and that costs are awarded to the Claimant in relation to its abortive costs from the wind turbine project, or;

7. That the Petition hearing be adjourned until after 10th June 2018 or until such time as the hearing of the case my Mr Justice Arnold is concluded.

[redacted]

1

No Judge acting properly could possibly have contemplated making a winding up order on 28 March 2018 knowing that there is a High Court Judge's order of 21 March 2018 listing EEI's case to set aside the alleged petition debt for a hearing – ICC Judge Barber did it anyway!

On 12 November 2018, after having falsely claimed to be creditors of EEI's subsidiary, making spurious claims of £256,269.89, £541,308.89 and £4,111,874.75 to the Official Receiver, Ulick 'U-turned' on the claims at paragraph 37 of his skeleton argument before the then Chancellor of the High Court, Vos, prior to Sir Geoffrey Vos lying in his judgment saying that the claim Ulick U-turned on was a '***quantified claim for rent***' knowing that no rent was owed and that £181,269.89 of it was an invoice for energy supply!

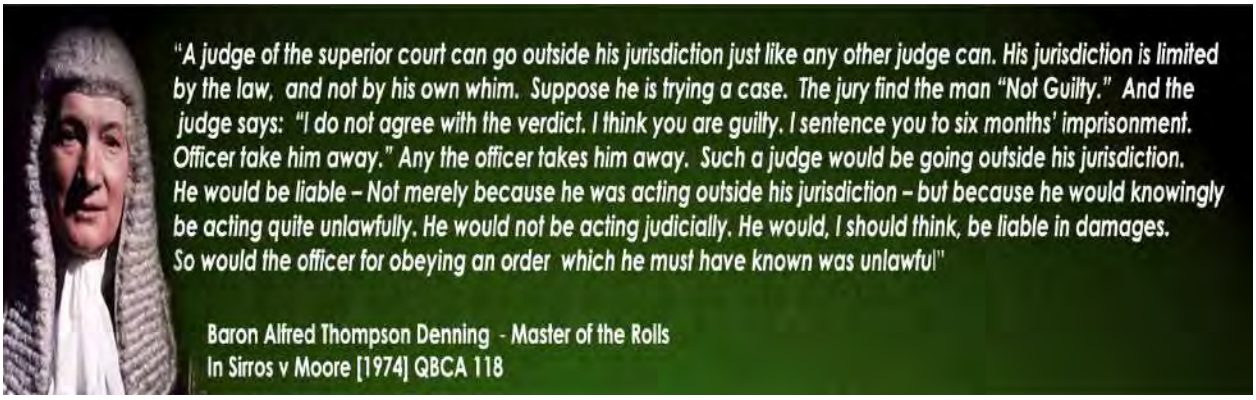
"Rs do not bring any claim against A, or Empowering or Earth Energy, save that Rs claim £25,000 from Earth Energy under the consent order of 16 January 2017."

– Paragraph 37 of Mr Staunton's skeleton for the Club, dated 12 November 2018.

On 28 March 2018, acting on her own whim, ICC Judge Barber acted as an agent for the Club, working with Ulick Staunton the obviously dishonest barrister to defeat not only the statutory law and the Claimant to evade justice, but the High Court Judge's order at the same time!

ICC Judge Barber wound up EEI so that the cause of action it was taking against the Club, and two-days prior, against the Club and the Official Receiver, fell back into the hands of the Official Receiver.

What jurisdiction did a Master / junior judge have to knowingly defeat a High Court Judge's order, just pretending it did not exist?



On 12 February 2018 the EEI claim of its demand plus statutory commercial rate interest was over £650,000!

The Club had no petition debt, so they, assisted by the '*judge who deliberately did not judge*' Sally Barber, evaded the law, to ensure the Club and their cohorts evaded justice.

Below we exhibit the 5-page official transcript of the rigged proceeding by ICC Judge Barber in absence of EEI, law and justice.

IN THE HIGH COURT OF JUSTICE No. CR-2018-001137

QUEEN'S BENCH DIVISION

BUSINESS AND PROPERTY COURT OF ENGLAND & WALES

INSOLVENCY & COMPANIES LIST

Rolls Building
Fetter Lane
London EC4A 1NL

Wednesday, 28th March 2018

Before:

INSOLVENCY AND COMPANIES JUDGE BARBER

B E T W E E N :

EARTH ENERGY INVESTMENTS LLP Debtor/Applicant

- and -

MIDDLESBROUGH FOOTBALL AND ATHLETIC COMPANY (1986) LIMITED Creditor/Respondent

---

THE DEBTOR/APPLICANT did not appear and was not represented.

MR U. STAUNTON (instructed by Womble Bond Dickinson (UK) LLP) appeared on behalf of the Creditor/Respondent.

P R O C E E D I N G S

I N D E X

(Transcript prepared from poor quality recording)

(12.07pm)

MR STAUNTON: Judge, for the second time around, I believe perhaps you received an email or the court received an email from Mr Millinder----

JUDGE BARBER: Yes.

MR STAUNTON: -- which I----

JUDGE BARBER: Who is Mr Millinder?

MR STAUNTON: The debtor----

JUDGE BARBER: He's the director, is he?

MR STAUNTON: The debtor's only one member which is Mr Millinder.

JUDGE BARBER: I see.

MR STAUNTON: So, he's the sole representative. Mr Millinder has a tendency to fire off numerous emails, so I hope I have in mind the one that you're looking at. He says he's unwell----

JUDGE BARBER: Yes.

MR STAUNTON: -- and unable to attend court and invites the court to dismiss the petition on the basis it's an abuse or to adjourn it to sometime from 10th June.

JUDGE BARBER: Yes.

MR STAUNTON: May I explain why neither of those grounds are good grounds for adjourning the petition?

JUDGE BARBER: Is this the first hearing of the petition?

MR STAUNTON: It is, yes, but the matter----

JUDGE BARBER: He's----

MR STAUNTON: Yes, but the matter----

JUDGE BARBER: -- saying in his email that the – the petition is disputed.

MR STAUNTON: Indeed, but that matter has been fully ventilated in front of Judge Jones, terminating Monday of this week when he dismissed (inaudible) application. I can explain what that is. And also, the adjournment to 10th June is because he wanted to make a second application, the first having been dismissed by Mr Justice Nugee on 5th February. Can we go back? Earth Energy has a fully owned subsidiary, Empowering Wind, which is now in the process of being wound up. The liquidator is Mr Hammond from the OR's office. The subsidiary had an agreement with the petitioner. The petitioner has, as part of that group, terminated the agreement and also a lease underlying it and Mr Millinder then said, "Well,

the subsidiary has a significant claim for damages against Middlesbrough", but it never brought any proceedings.

JUDGE BARBER: It's not a cross-claim then.

MR STAUNTON: That is the cross-claim.

JUDGE BARBER: Well, it's not a cross-claim though, is it?

MR STAUNTON: Well, I – in my submission, no, however, the company – the subsidiary then goes into liquidation and Mr Hammond's the OR. Mr Hammond's filed a report that the subsidiary has no assets, so he cannot investigate the claim that Mr Millinder says the subsidiary has against Middlesbrough.

JUDGE BARBER: Yes.

MR STAUNTON: On 15th November, Earth Energy issued another application, amongst other things that it wants directions that that claim should be pursued. That came on before Judge (inaudible) for the first hearing on 21st December, where he made it clear to Mr Millinder that as the subsidiary had no assets it couldn't pursue the claim unless Mr Millinder could put forward proposals to finance that claim, and he adjourned it to allow Mr Millinder to put in such evidence. It came back before Judge Jones on Monday of this week where Mr Millinder had failed to put in any sensible evidence to finance the claim and Mr Hammond said that obviously the subsidiary couldn't pursue it. Judge Jones then dismissed that application. That's the cross-claim. That's disposed of Monday of this week.

Now, to 10th June. In January '17 the (inaudible) obtained an injunction restraining Earth Energy from presenting a petition. That was disposed of by agreement on 16th January whereby Earth Energy agreed to pay £25,000 in costs. That's addition debt. In January of this year Mr Millinder applied to set aside the injunction on the grounds of non-disclosure. That was heard by Mr Justice Nugee who dismissed the application. On 1st March Mr Millinder issued an identical application. That's to be heard in the three-day window of 6th June, so again it's simply a repeat of an application that's already been dismissed. So, the two grounds that Mr Millinder puts forward to resist the petition have already been dealt with and disposed of by the court.

JUDGE BARBER: Yes, I see.

MR STAUNTON: So, he seeks to keep the ball alive but in an improper fashion.

JUDGE BARBER: Yes, very well.

MR STAUNTON: So therefore, on the invitation of the creditors----

JUDGE BARBER: Well, on the basis of what I've been told, I'm not minded to accede to the informal written request that the petition be adjourned. The grounds of dispute which Mr Millinder now seeks to raise have already been dealt with and adjudicated upon by judges of the High Court and, on that basis, any further attempt to revisit those arguments would be abusive. I am not minded to adjourn the petition simply to allow Mr Millinder an opportunity to put forward arguments which have already been adjudicated upon. That would be simply facilitating an abuse of process. The debt is a judgment debt. It is clearly due and owing. The partnership has not paid it. On that basis I make the usual compulsory order main proceedings.

MR STAUNTON: I'm obliged.

(12.12pm)

CERTIFICATE

Opus 2 International Ltd. hereby certifies that the above is an accurate and complete record of the proceedings or part thereof.

Transcribed by ***Opus 2 International Ltd.***
(Incorporating Beverley F. Nunnery & Co.)
Official Court Reporters and Audio Transcribers
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civil@opus2.digital

They all remain at large for in the UK, two-tier justice prevails and many are made ***'above the law'***

What would the ordinary man or woman down the pub think?

Invitation to comment

ICC Judge Barber, Chief ICC Judge Briggs, and the new Chancellor of the High Court, Lord Justice Birss, who is responsible for the conduct of the High Court Judges and ICC Judges of the Court of Chancery, have been invited to comment.

Help us to help you, share widely, and please consider **a donation to our fighting fund**. Comments please.

Questions or comments?

Email us: admin@intelligenceuk.com

"There is no greater tyranny than that which is perpetrated under the shield of the law and in the name of justice"

Montesquieu

INTELLIGENCEUK.com

Restoring the rule of law & holding the unaccountable to account

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ICC Judge Jones & the High Court's insolvency fraud

Contents

ICCJ Jones, AKA Clive Hugh Jones formerly known as Mr Registrar Jones, is a Registrar / Master of the Insolvency & Companies Court, the High Court of Chancery located at the Rolls Building, Fetter Lane, London.

In this bombshell investigatory report based on real evidence, we expose the Chancery High Court's Insolvency & Companies Court and its officers for acting fraudulently in deliberately failing to judge, concealing crucial facts and evidence and evading the law.

ICC Judge Jones is a barrister specialising in insolvency law, he was called to the Bar in 1981, and became a deputy Registrar of the Chancery High Court Insolvency & Companies Court in 2007.

Jones can't try and argue that he did not know of the crucial rule of insolvency set off, so, one must naturally ask, why is the point missing from his judgment, when that's what the case was all about?

One of the most important functions of a judge is to ensure that individuals are dealt with properly by the state, and we judges should therefore be prepared, indeed eager, for the judiciary to be held at least to the same high standards as, and I would suggest higher standards than, the executive.

Lord Neuberger – Former President of the Supreme Court

Insolvency fraud by dishonest deprivation of statutory set off rights:

This high-profile case, acquired by this Firm in March 2022, is one of many we investigated where judges and insolvency practitioners are engaging in fraudulent and corrupt practices to procure pecuniary interest by deceptive means.

Alleged criminal judicial misconduct conduct by ICC Judge Jones, Chief ICC Judge Briggs and others within the Insolvency & Companies Court entailed deception to take away legal rights, to deprive creditors of property perpetrated by acts including making false representations, failing to disclose necessary information, and abusing positions of trust. In this case, it was a combination of all three together.

In the public interest, pursuant to the maxim of equity '***justice must not only be done, it must be seen to be done***' we expose historic acts by ICC Judge Jones, then 'Mr Registrar Jones' that are, in anyone's opinion, blatant fraudulent affronts to justice designed to ensure '**justice was not done**', and proceedings were **contrary to the law.**

Treacherous conduct by ICC Judge Jones & the Insolvency & Companies Court

ICC Judge Jones, like all judges in England & Wales swore solemn oath on taking office, having effect on these terms (bold underlined for emphasis):

Oath of allegiance

*"I, Clive Hugh Jones, do swear by Almighty God that I will be faithful and bear true allegiance to His Majesty King Charles the Third, his heirs and successors, **according to law**."*

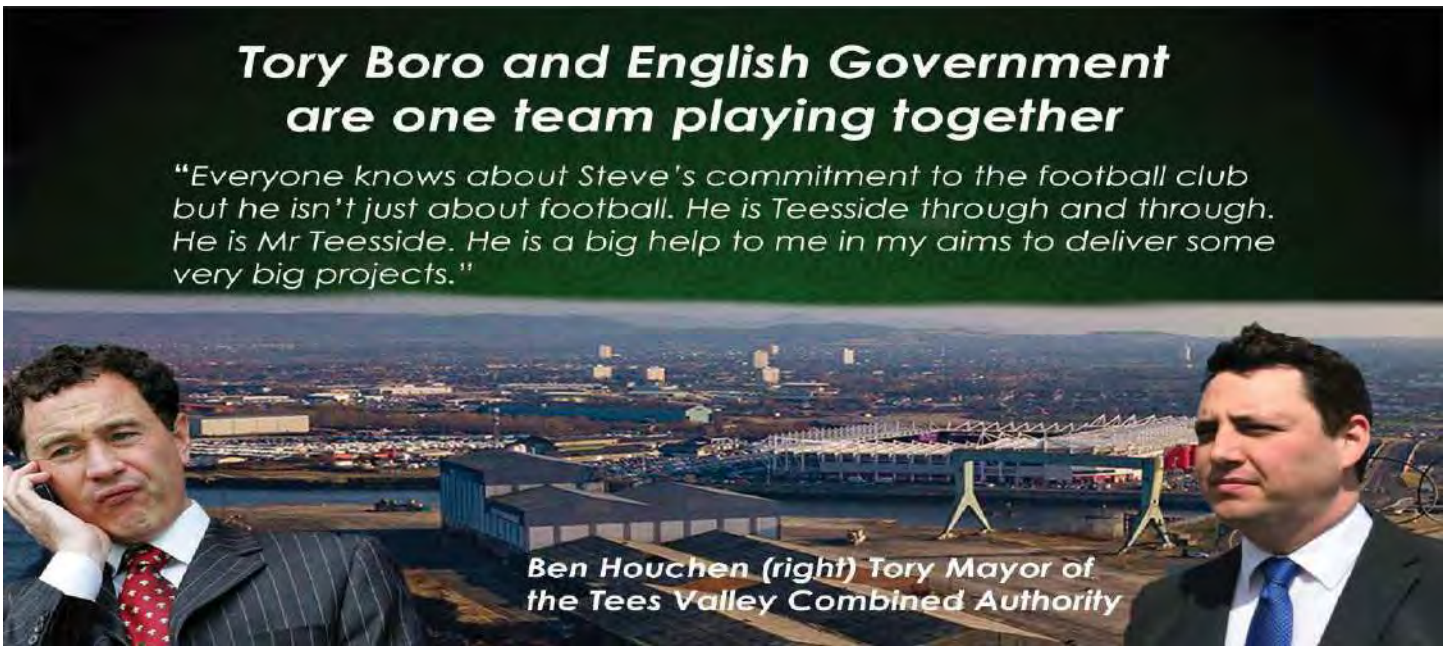
Judicial oath

*"I, Clive Hugh Jones, do swear by Almighty God that I will well and truly serve our Sovereign King Charles the Third in the office of Chief Registrar of the Chancery High Court Insolvency & Companies Division , and I will do right to all manner of people after the laws and usages of this realm, **without fear or favour, affection or ill will.**"*

It is alleged that between 15 November 2017 – 5 October 2018 ICC Judge Jones acted in conspiracy with Middlesbrough Football Club, their lawyers (Womble Bond Dickinson (UK) LLP, Mr Justice Arnold (now **Lord Justice Arnold**), Mr Justice Nugee (now **Lord Justice Nugee**), **Chief ICC Judge Briggs**, **ICC Judge Barber** and HHJ Philip Mark Pelling in a protracted and severe affront to justice.

ICC Judge Jones acted to deprive Mr Millinder and EEI of the mandatory engaged rule on insolvency set off (14.25 Insolvency Rules 2016), also evading the statutory duty of inquiry (Rule 14.11 Insolvency Rules 2016) to avoid exposing the true facts.

Contractually no money was ever owed to the Club, so there was no debt for them to have claimed, but they claimed anyway, to cause loss with their fraudulently maladministered insolvency proceedings.



Fraudulent concealment by ICC Judge Jones and deprivation of statutory rights

At the heart of the cross claims arising from contractual pre-liquidation mutual dealings between the Club and Empowering Wind MFC Ltd ('EW'), and the Club and Earth Energy Investments LLP ('EEI'), is the fact that no money was owed to the Club, prior to them refusing the connection, or after.

The Club defeated the contractual purpose, then made an unwarranted demand, forfeiting the lease off back of that, leading to the multi-million-pound claim against them in favour of EW, being the revenue it would have otherwise gained through sale of electricity produced by the turbine.

To facilitate the British establishment's fraudulent judicial stitch up, they only way they could have done it was to evade the law, so they did!

Fanny-the-Court (Justice Fancourt - 10) & Miles-Out (Justice Miles 11) - Justice seen not done

Operation Blackjack
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Mr Millinder of EW on the left, Steve Gibson MBE, Chairman of the Club on the right and the cross claim vested in Empowering Wind MFC Ltd ('EW) extinguished the Club's purported claim

Law required that the unwarranted demand claim made by the Club in the sum of £256,269.89 be set off against EW's claim, between 15 August 2016 when the Club's barrister, Ulick Staunton of Radcliffe Chambers, falsely claimed to be a creditor by presenting that claim in Court, and the Court considering winding up.

On 19 September 2016 Chief Registrar Baister, an associate of Staunton's affronted justice, bypassing the mandatory engaged rule, winding up EW in absence of law when the Company wasn't insolvent.

Mr Hannon, the Official Receiver of London was, at the same time in that winding up order, installed as liquidator of EW.

The Insolvency Service Technical Manual for Official Receivers

The Insolvency Service Technical Manual is the 'bible' for all Official Receivers with fiduciary duties to act as trustees in bankruptcy, administrative receivership or as liquidators of insolvent companies.

Nobody could ever say that the Court, Mr Hannon and his cohorts at the Insolvency Service weren't aware of the crucial statutory duty to have set off the Club's claims. They just decided that law and justice did not apply to Mr Millinder.

Right of set-off

Hide

43.149 Right of set-off – general

Where, before a company goes into liquidation</sup>1</sup> or a bankruptcy order is made, there have been mutual credits, mutual debts or other mutual dealings between the insolvent and any creditor of the insolvent proving or claiming to prove for a debt, an account must be taken by the official receiver, as liquidator or trustee, of what is due from each party to the other in respect of the mutual dealings and the sums due from one party to the other must be set-off</sup>2</sup>.

The balance, if any, once the account has been taken, is provable as a debt in the bankruptcy[3].

By way of summary example, therefore, if a creditor owes an insolvent £1,000 and the insolvent owes that same creditor £1,500, the two amounts will be set-off and the provable debt would be £500, being the difference between £1,500 and £1,000.

1. Section 247

2. Rule 14.25; Section 323

3. Rule 14.25(2) to (4); Section 323(4)

43.150 Right of set-off – balance due to the estate

It is possible for the provisions relating to the right of set-off to operate to reduce a book debtor's liability to an insolvent estate.

43.151 Right of set-off – purpose of the provisions

The purpose of the provisions relating to insolvency set-off are to do substantial justice between the insolvent and their creditors[1]. It would be unjust if the creditor had to discharge their debt to the insolvent in full while being left only with the right to prove and perhaps eventually receive a dividend in respect of the debt due to them.

1. Forster v Wilson 152 ER 1165

43.152 Set-off is mandatory

Insolvency set-off is mandatory and cannot be excluded by agreement between the parties[1].

1. National Westminster Bank Ltd v Halesowen Presswork and Assemblies [1972] AC 785

43.153 Mutual credits, mutual debts or other mutual dealings

The legislation requires that, for set-off to take effect there have to have been mutual credits, mutual debts or other mutual dealings between the parties.

Mutual credits arise where one or both parties to a transaction allow the other party to pay the sum due at a later date or on the occurrence of an agreed event[1].

Mutual debts arise where the insolvent and the other party owe each other a sum due payable now or in the future[2].

1. Ex parte Charles Prescot (1753) 26 ER 147

2. Clark v Cort (1840) 41 ER 449

Rule 14.11 of the Insolvency Rules 2016 was engaged on EEI's application of 15 November 2017

PART 14
CLAIMS BY AND DISTRIBUTIONS TO CREDITORS IN ADMINISTRATION, WINDING UP AND BANKRUPTCY

CHAPTER 2
Creditors' claims in administration, winding up and bankruptcy

Exclusion of proof by the court

14.11.—(1) The court may exclude a proof or reduce the amount claimed—

(a) on the office-holder's application, where the office-holder thinks that the proof has been improperly admitted, or ought to be reduced; or

(b) on the application of a creditor, a member, a contributory or a bankrupt, if the office-holder declines to interfere in the matter.

(2) Where application is made under paragraph (1), the court must fix a venue for the application to be heard.

(3) The applicant must deliver notice of the venue—

(a) in the case of an application by the office-holder, to the creditor who submitted the proof; and

(b) in the case of an application by a creditor, a member, a contributory or a bankrupt, to the office-holder and to the creditor who made the proof (if not the applicant).

Case law – The engagement of Rule 14.11 Insolvency Rules 2016

A few years after ICC Judge Jones and his Insolvency & Companies Court re-wrote the Act of Parliament on his own whim, in 2021 the High Court in ***Paragon Offshore Plc Re [2021] EWHC 2275***, at paragraph 33, determined when the rule is engaged:

*"As Mr Phillips sets out in his skeleton, there is no requirement for a creditor to submit a proof of debt. This is entirely a matter for the creditor in question. So, **in order for rule 14.11 to be engaged, there must be a proof which has been submitted and upon which a determination has been made**."*

The 3 determinations by the Official Receiver as liquidator of EW engaging the rule on the Club's spurious claims

On 1 December 2016 Middlesbrough Football Club falsely claimed to be a creditor of EW by submitting a proof of debt in the sum of £256,269.89 to Mr Hannon, Official Receiver deployed as liquidator. The mandatory statutory law of due process required that the Liquidator was to have wholly rejected, or to have set off, the fictitious proof of debt, pursuant to Rule 14.25 Insolvency Rules 2016.

1. The first decision by Liquidator in relation to the proof of debt claim:

Mr Hannon, the liquidator, decided not to administer the law when the rule was engaged on Middlesbrough FC's 1 December 2016 proof of debt.

2. The second decision by Liquidator in relation to the proof of debt claim:

After having unlawfully gained sight of the rest of the EW proofs of debt, the Club and their lawyers discovered that EEI were lodged as creditors in the sum of £530,000.

On 20 December 2016 Hannon, the Liquidator, made the decision once again to admit Middlesbrough FC's second proof of debt, in the sum of £541,308.89, evading the mandatory law of due process that required him to have set off the claim and pursued the Club for net balance owed to the Company.

3. The third decision by Liquidator in relation to the proof of debt claim:

On 20 February 2017 the Club's lawyer falsely claimed that the Club was a creditor of EW for £4,111,874.75, increasing from £256,269.89 of which £181,269.89 was in invoice for energy supply they were contractually prohibited from invoicing for. £4,031,664.80 was for energy supply!

Hannon decided on the third count to admit the Club's obviously false proof of debt, when law required him to have wholly rejected the bad proof of debt, or in the only plausible alternative, to have set it off pursuant to Rule 14.25 Insolvency Rules 2016.

Hannon decided again that law does not apply to EW, and decided to defeat the primary insolvency legislation on the third count, by 'contracting out' / bypassing the law in abuse of his fiduciary duties to EW creditors.

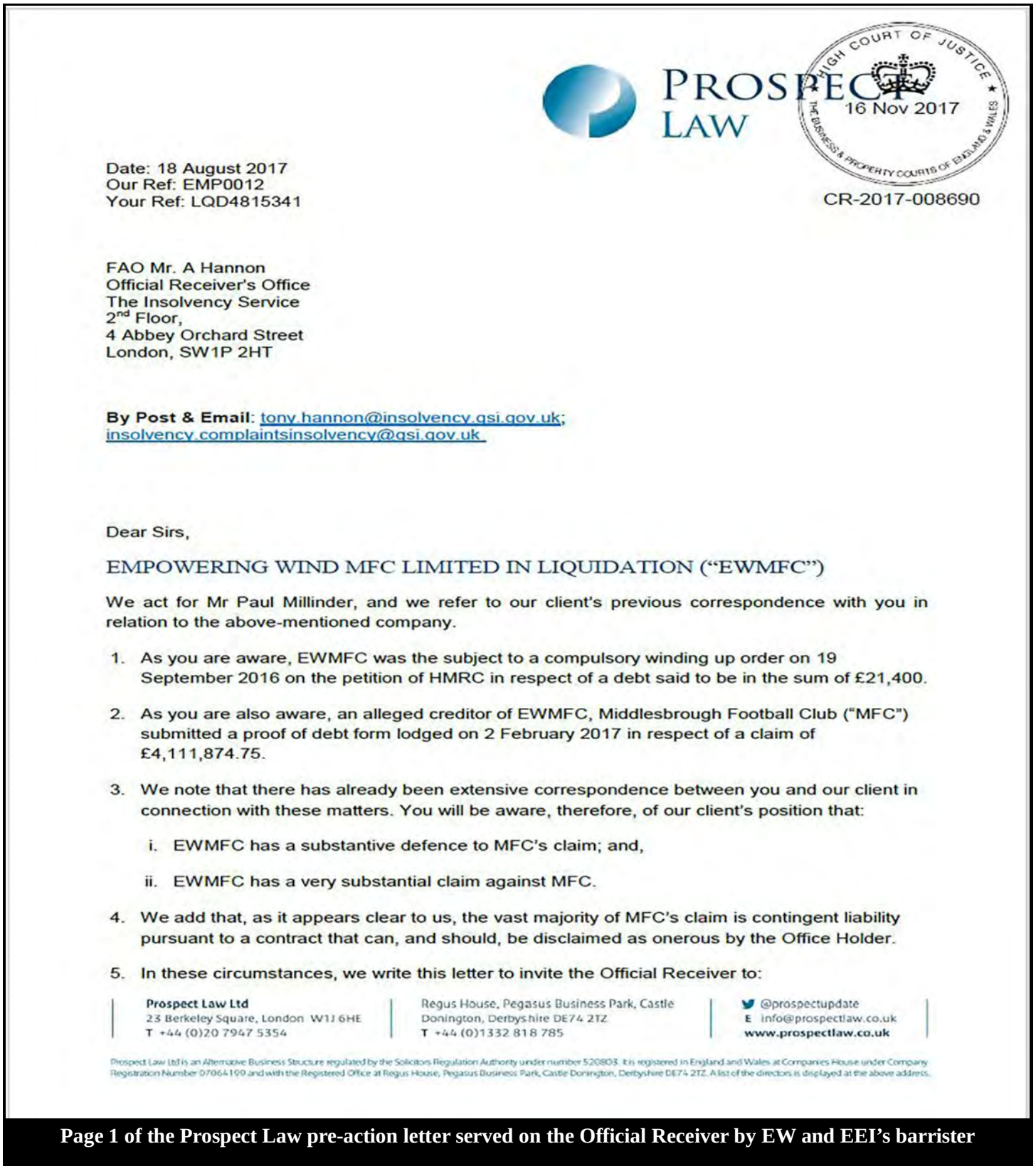
The Prospect Law pre-action letter served on the Liquidator of EW on 18 August 2017

Prior to filing the application against Mr Hannon, the Liquidator of EW and the Club, on 18 August 2017 Edmund Robb, counsel instructed to act for Mr Millinder, served the pre-action letter on them.

The letter below displays a court seal in the proceedings circumvented by ICC Judge Jones, that fell into the exclusive jurisdiction of a High Court Judge! See: Practice Direction 2B, Section 2, Rule 3.1(a) & 3.1(b).

The Official Receiver and the High Court Insolvency & Companies Court evaded the statutory law:

We exhibit below the first and last pages of Prospect Law's pre-action letter specifically requesting that the Official Receiver performed on his duties, making decisions in respect of the Club's proofs of debt:



PROSPECT LAW

HIGH COURT OF JUSTICE 16 Nov 2017 THE BUSINESS & PROPERTY COURTS OF ENGLAND & WALES

CR-2017-008690

Date: 18 August 2017
Our Ref: EMP0012
Your Ref: LQD4815341

FAO Mr. A Hannon
Official Receiver's Office
The Insolvency Service
2nd Floor,
4 Abbey Orchard Street
London, SW1P 2HT

By Post & Email: tony.hannon@insolvency.gsi.gov.uk; insolvency.complaintsinsolvency@gsi.gov.uk

Dear Sirs,

EMPOWERING WIND MFC LIMITED IN LIQUIDATION ("EWMFC")

We act for Mr Paul Millinder, and we refer to our client's previous correspondence with you in relation to the above-mentioned company.

1. As you are aware, EWMFC was the subject to a compulsory winding up order on 19 September 2016 on the petition of HMRC in respect of a debt said to be in the sum of £21,400.
2. As you are also aware, an alleged creditor of EWMFC, Middlesbrough Football Club ("MFC") submitted a proof of debt form lodged on 2 February 2017 in respect of a claim of £4,111,874.75.
3. We note that there has already been extensive correspondence between you and our client in connection with these matters. You will be aware, therefore, of our client's position that:
   i. EWMFC has a substantive defence to MFC's claim; and,
   ii. EWMFC has a very substantial claim against MFC.
4. We add that, as it appears clear to us, the vast majority of MFC's claim is contingent liability pursuant to a contract that can, and should, be disclaimed as onerous by the Office Holder.
5. In these circumstances, we write this letter to invite the Official Receiver to:

Prospect Law Ltd
23 Berkeley Square, London W1J 6HE
T +44 (0)20 7947 5354

Regus House, Pegasus Business Park, Castle Donington, Derbyshire DE74 2TZ
T +44 (0)1332 818 785

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Page 1 of the Prospect Law pre-action letter served on the Official Receiver by EW and EEI's barrister

The Legal Position

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

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

> ***14.25.***—*(1) This rule applies in a winding up where, before the company goes into liquidation, there have been mutual dealings between the company and a creditor of the company proving or claiming to prove for a debt in the liquidation.*
>
> *(2) An account must be taken of what is due from the company and the creditor to each other in respect of their mutual dealings and the sums due from the one must be set off against the sums due from the other.*
>
> *(3) If there is a balance owed to the creditor then only that balance is provable in the winding up.*
>
> *(4) If there is a balance owed to the company then that must be paid to the liquidator as part of the assets.*

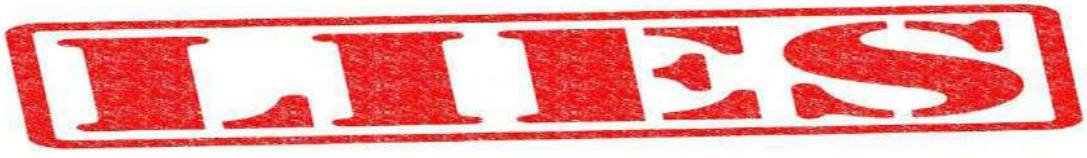
> *(5) However if all or part of the balance owed to the company results from a contingent or prospective debt owed by the creditor then the balance (or that part of it which results from the contingent or prospective debt) must be paid in full (without being discounted under rule 14.44) if and when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

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

It was expressly set out by Mr Millinder's lawyers that set-off is crucial – The Insolvency Service & High Court evaded the law to ensure impunity for the Club whilst defrauding creditors. How constitutional?

Mr Hannon, the Official Receiver, as liquidator, made the decision to act contrary to his fiduciary duty to have rejected each of the Club's obviously fictitious proofs of debt, and on all 3 occasions, he decided that law does not apply to Mr Millinder, EW and EEI.

Hannon and his conspirators were absolutely safe, knowing that Chief ICC Judge Briggs would cover up for them anyway, installing Jones to act without jurisdiction failing to judge, and that's exactly what they did.



In the evidence section towards the bottom of this report, we include the crucial evidence, the ICC Judge Jones 26 March 2018 judgment, negating any mention of the crucial rule on set off, which is what the application before him was all about.

The official transcripts of the hearing where Jones's lies are recorded are straight '*out of the horse's mouth*'

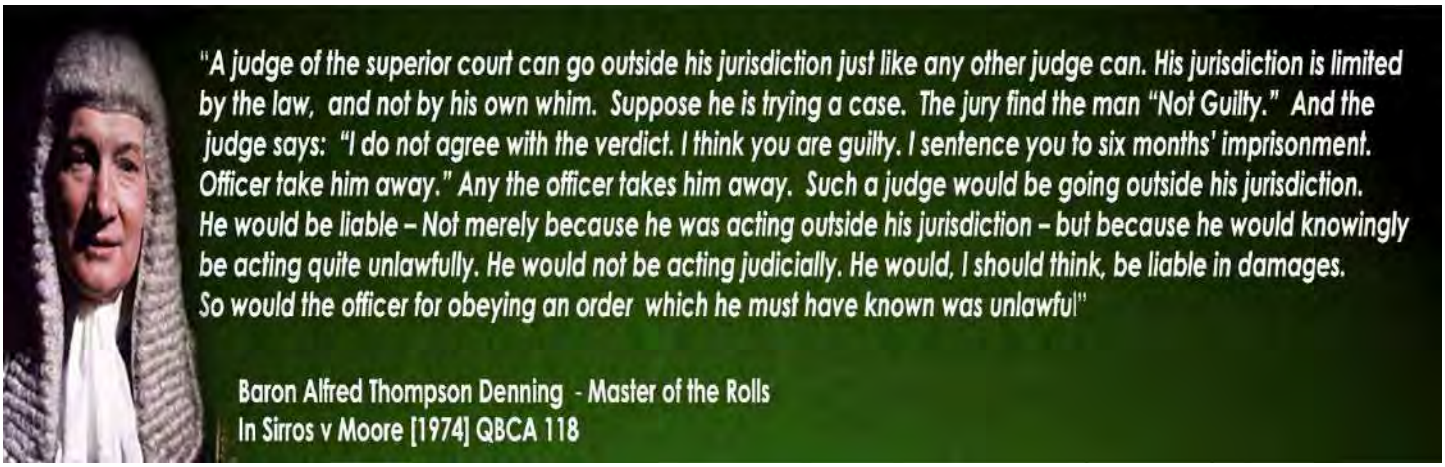
In his 26 March 2018 judgment, Jones lied to deny the statutory duty of inquiry on the Club's fictitious claims.

At paragraph 4, Judge Jones said this (bold underlined highlight for reference):

"Paragraph 1 of the Application ***is made expressly pursuant to r.14.11 of the Insolvency (England and Wales) Rules 2016 ("Rules")****. It asks the court to reject the Second Respondent's proof of debt that was accepted by the Official Receiver for voting purposes and to exclude the Second Respondent from making any claim for payment in the liquidation under cl.3.4.2 of a lease and energy supply agreement.* ***It is asserted that any such claim is false****. The basis for this, in summary, is that no debt could have arisen because the Second Respondent refused to complete that agreement and caused Earth Energy Investments LLP substantial losses, resulting in the Company's insolvency. The proof is described as "a false misrepresentation" because* ***the start date for the agreement would only have begun when a wind turbine was connected to the Northern Powergrid****. That did not occur, it is said, because of the actions or failures of the Second Respondent"*

At paragraph 38 is where ICC Judge Jones proved his credentials, deciding the law does not apply to Mr Millinder, EW and EEI, an obvious non-judicial act, outside of what law intended:

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



After serving the Club's lawyers and the Official Receiver with EEI's application, on17 November 2017, 4-days later EEI was BLACKMAILED!

At 10.15 in the morning, EEI was faced with a High Court Enforcement Officer, seeking to levy distress on goods by turning up unannounced at their offices demanding immediate payment of £619,774.48 arising from the Club's alleged fraudulent non-disclosure during their ex-parte financial injunction application case before a High Court Judge between 9 – 16 January 2017.

NOTICE OF ATTENDANCE

COURT OF JUSTICE
Enforcement Services
21 Nov 2017
THE BUSINESS & PROPERTY COURTS OF ENGLAND & WALES
CR-2017-008690

IN THE HIGH COURT OF JUSTICE
QUEENS BENCH DIVISION
QUEENS BENCH .... District Registry
On Transfer from ....BRISTOL.................... County Court
High Court Number ....
Claim Number ....

OUTSTANDING AMOUNT: £ 619,774.48
NAME OF DEBTOR: EARTH ENERGY INVESTMENTS LLP
Creditor: MIDDLESBROUGH FOOTBALL CLUB
ADDRESS: 14 HANOVER
Reference: 6011330199

DATE OF VISIT: 21 / 11 / 2017 Time: 12 : 17

ENFORCEMENT AGENT: P WAITE

REFERENCE NUMBER:

DELIVERED BY HAND

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

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

TELEPHONE 07958 704347 IMMEDIATELY TO DISCUSS PAYMENT

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

Yours Faithfully,

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

Payment Methods

24 hour automated credit/debit card service **0843 504 1607**

24 hour online credit/debit card service: www.courtenforcementservices.co.uk

Lloyds Bank Sort Code **30-13-54** Account Number **4199 2068**

Court Enforcement Services Ltd, PO Box 737, Waltham Abbey, Essex EN8 1LJ
Tel: 0843 504 1607 Fax: 0843 504 1608 Email: enq@courtenforcementservices.co.uk

The blackmail of £619,774.48 GBP arising from the Club's financial injunction case before a High Court Judge. No judgment existed on which the unwarranted demand was based!

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

Creditor/Claimant
Middlesbrough Football & Athletic Company (1986) Limited

Debtor/Defendant
Earth Energy Investments LLP
277-281 Oxford Street
London
W1C 2DL

In the High Court of Justice

Writ reference: 09166B5

Claim No.	CR2017000140
Creditor's/ Claimant's Ref.	Middlesbrough Football & Athletic
Debtor's/ Defendant's Ref.	
Date	7 September 2017

Part 1

Date of judgment or order 16/01/2017

Total amount of judgment *including any costs* £555,000.00

or

Details of order for possession *including any costs*

Total amount of interest accrued at the rate of _____ per day to date *(if any)*

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

I request an order for enforcement in the High Court by

[X] Writ of Control

[ ] Writ of Possession

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

signed - [redacted] (Claimant's legal representative)

7 September 2017 date

Part 2 ***(for court use only)***

I certify that this is a true extract of the court record in this case.

Seal THE COUNTY COURT

Order for enforcement in the High Court by

[✓] Writ of Control

[ ] Writ of Possession

made on (date) 02/10/2017

S. [redacted] An Officer of the Court

Please Note:

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

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

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

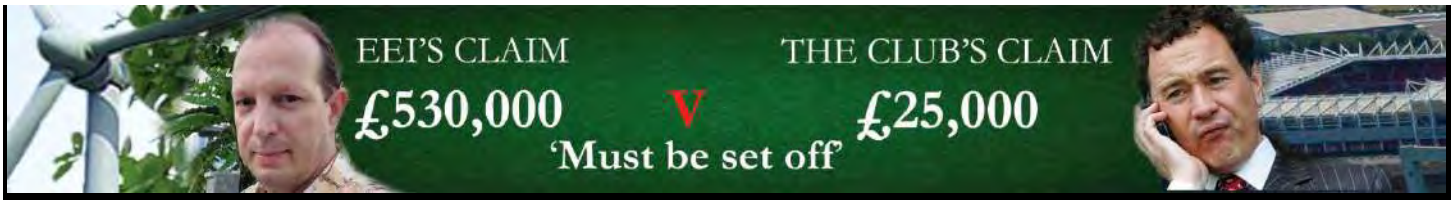
THE ACTION DEPARTMENT of the High Court is open between 10am and 4.30pm. All correspondence should be sent to the Court Manager, Action Department, Royal Courts of Justice, Strand, London WC2A 2LL

N293A Combined certificate of judgment and request for writ of control or writ of possession (04.14) Continued overleaf

 Laserform International 5/14

On 7 September 2017 the Club and their lawyers instructed their agents to make a false application to Bristol County Court falsely representing that EEI was indebted to them in the sum of £555,000

The application refers to the ex-parte injunction order of 16 January 2017, purporting to award the Club, just £25,000 for their alleged fraud, when there was no genuine consent by EEI to pay them but for their failure to disclose.

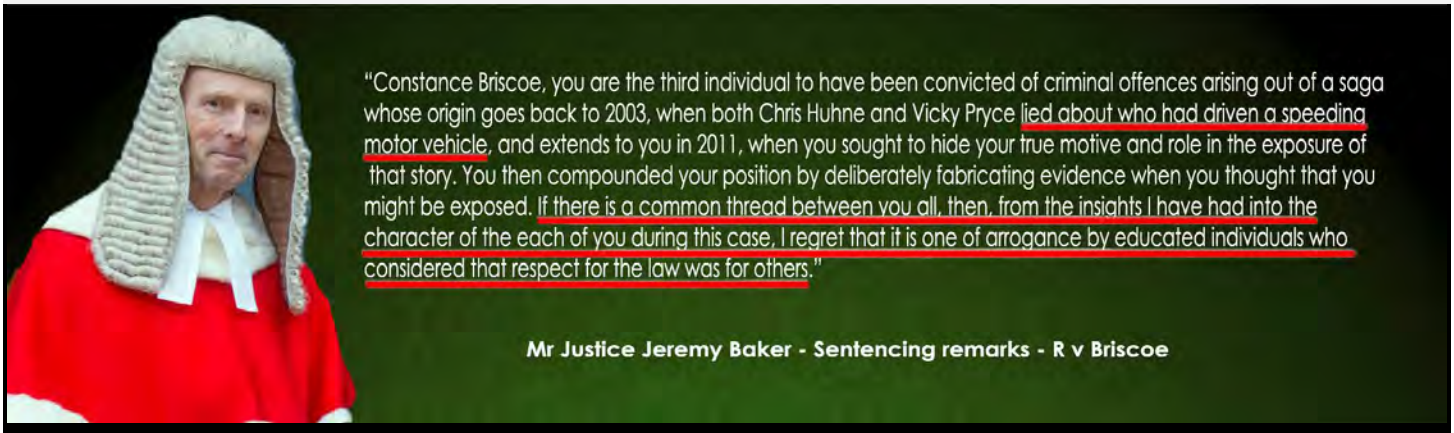


The cross claim vested in Earth Energy Investments LLP ('EEI') extinguished the Club's claims

Notwithstanding the fact that the set off rule was automatically engaged, they all once again bypassed the law, knowing no money was owed.

We coin the phrase '***set off fraud'***, commonly known as '***fraud upon the bankrupt laws'*** (see: *Belmont Park Investments v BNY*). We recite below, p.2 of the Belmont Supreme Court judgment, defining what ICC Judge Jones and his co-defendants have done, specifically as fraud:

"What is now described as the anti-deprivation principle dates from the 18th century, although the expression "deprivation" has been in use in this context only since the decision of Neuberger J in Money Markets International Stockbrokers Ltd v London Stock Exchange Ltd [2002] 1 WLR 1150. In 1812 Lord Eldon LC confirmed that a term which is "adopted with the express object of taking the case out of reach of the Bankrupt Laws" is "a direct fraud upon the Bankrupt Laws" from which a party cannot benefit: Higinbotham v Holme (1812) 19 Ves Jun 88, 92"



HHJ Baker's sentencing remarks when he sent Recorder Judge, Constance Briscoe to prison for 16-months for perverting by lying and concealing the crucial facts and evidence to prevent justice being served on her cohorts in relation to the summary driving points offence by former BEIS Minister, Chris Huhne and ex-wife, Vicky Pryce

Section 5(B) Perjury Act 1911 / Contempt of Court knowingly false allegations certified as true:

It is evidential that the agents acting under the Club's instructions knew that there were application proceedings pending, after the Club was served the pre-action letter from EEI on 18 August 2017.

The Club and their agents knew, or ought to have known that EEI did not owe them a penny.

The Club's lawyers, and their instructed agents had the 16 January 2017 order in their possession, prior to lying and saying the EEI owed them £555,000 in consequence of it!

The mandatory rule on set off was engaged from 6 January 2017 when EEI served their statutory demand on the Club.

On 16 January 2017 set off took effect, automatically extinguishing the Club's £25,000 against EEI's £530,000 liquidated sum of the statutory demand. They evaded the law!

Fraud by Womble Bond Dickinson (UK) LLP in Newcastle:

Being insolvency lawyers, Womble Bond Dickinson (UK) LLP in Newcastle obviously knew of the EEI liquidated sum of the demand, based on the assignment their client withheld in breach of their legal duty to have disclosed.

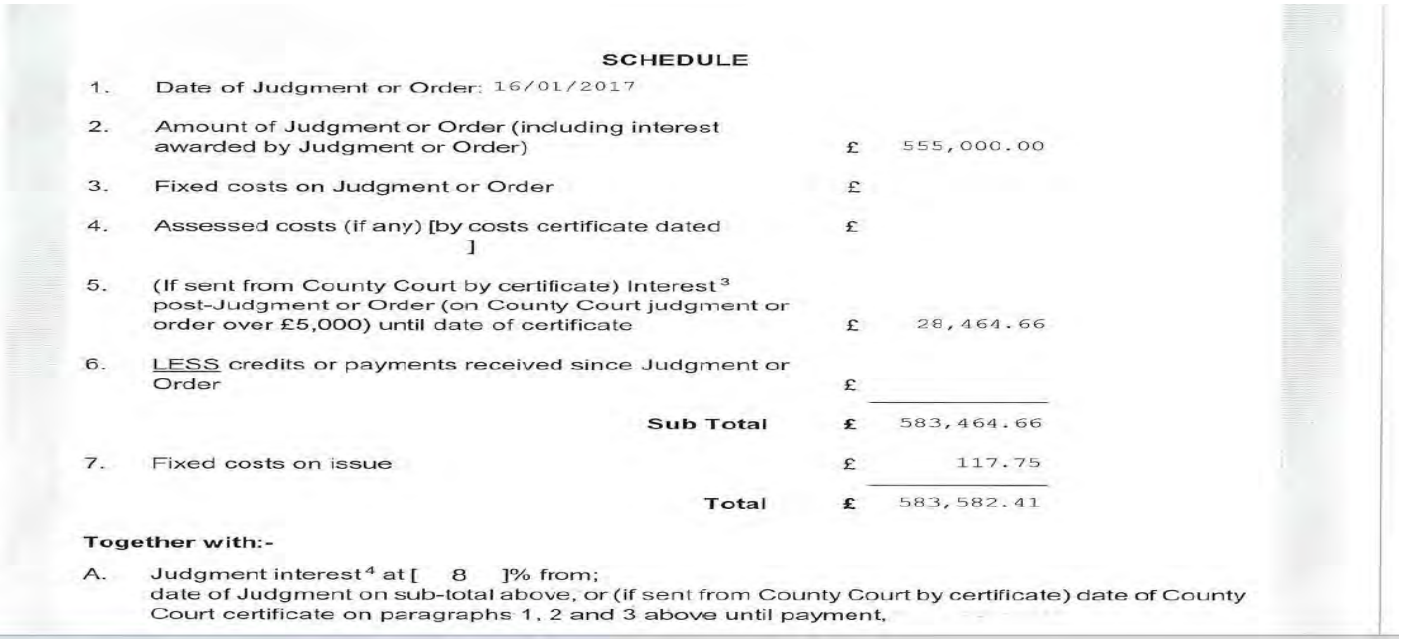
They acted in conspiracy, evading the rule to deprive creditors of the mandatory right, to have caused loss of over £10 million whilst obviously preventing the course of public justice being served on their clients.

Due to systemic corruption of the UK, the perpetrators remain at large, presenting a massive risk to the public.

Lord Justice Nugee's fraud by false representation & or forgery of the EEI assignment:

They later relied on **the cheating by Lord Justice Nugee,** to deface the evidence on the assignment of the debt on which the EEI demand was based, then on **ICC Judge Barber and Chief ICC Judge Briggs affronting the statutory law and defeating the High Court Judge's order**, whilst evading the law in fraudulent breach of duty, winding EEI up just two-days after Jones's abuse, on 28 March 2018.

Below we exhibit the false instrument High Court Writ of Control that Bristol County Court were obligated to have provided to the Club and their lawyers on or shortly after 2 October 2017.



SCHEDULE

1.	Date of Judgment or Order: 16/01/2017		
2.	Amount of Judgment or Order (including interest awarded by Judgment or Order)	£	555,000.00
3.	Fixed costs on Judgment or Order	£	
4.	Assessed costs (if any) [by costs certificate dated]	£	
5.	(If sent from County Court by certificate) Interest[3] post-Judgment or Order (on County Court judgment or order over £5,000) until date of certificate	£	28,464.66
6.	LESS credits or payments received since Judgment or Order	£	
	Sub Total	£	583,464.66
7.	Fixed costs on issue	£	117.75
	Total	£	583,582.41

Together with:-

A. Judgment interest[4] at [8]% from; date of Judgment on sub-total above, or (if sent from County Court by certificate) date of County Court certificate on paragraphs 1, 2 and 3 above until payment,

On or shortly after 2 October 2017 the Club, their lawyers and their appointed enforcement representatives received the false instrument writ of control from Bristol Combined Justice Centre

It wasn't until 21 November 2017 the Club and or their lawyers decided to blackmail EEI in the sum of £619,774.48 and on 21 November 2017, Mr Millinder, acting for EEI, filed the confidential filings in their originating application case (CR-2017-008690).

It was Chief ICC Judge Briggs who approved those filings in the case, placing the seal on the unwarranted demand of the same date.

We exhibit **EEI's application of 15 November 2017** showing where Chief ICC Judge Briggs intervened without jurisdiction, then installing Jones, who was precluded by statute from making any order or granting any interim remedy in the case arising through fraudulent non-disclosure and false representations during ex-parte financial injunction proceedings before a High Court Judge.

On 22 November 2017 Chief ICC Judge Briggs met with Hannon (the first Defendant) at a drinks party arranged by Mr Staunton's Chambers

On the evening of 22 November 2017 Chief ICC Judge Briggs met with Hannon (the first Defendant) at Radcliffe Chambers – the Club's barrister's chambers.

Prior to meeting with the Defendants, Chief ICC Judge Briggs, crossed out the request that the proceedings before a High Court Judge be before a judge who can judge, and installed Jones who cannot, with intent to conceal the obvious criminality by the Defendants in this case, after having himself approved EEI's evidence to do with the blackmail just a day prior.

We exhibit below the second page of the 2-page witness statement of Fiona Fitzgerald, the Chief Executive of Radcliffe Chambers dated 8 March 2018 confirming that Briggs and Hannon did meet together that evening:

2. I hosted a Radcliffe Chambers event on 22 November 2017, which was a seminar on insolvency. The event was attended by Chief Registrar Briggs, Mr A Hannon, two Deputy Registrars, namely Ms Kyriakides and Mr Mullen, both of whom practise at Radcliffe Chambers. I confirm that no other Registrars or Deputy Registrars attended the event.

Acting Detective Inspector Peter Morgan 'wished Mr Millinder luck' at the hearing tomorrow (the first hearing before Jones on 21 December 2017), on terminating his purported investigation into the fraud they covered up. They must have known that Jones would have gone on to conceal the same evidence.

Police shut Mr Millinder down, banning him from contacting the police, in case their corruption and perversion was exposed.

Below we exhibit a photograph we took of the letter from Northumrbia Police, shutting down the investigation into the alleged fraud by Womble Bond Dickinson (UK) LLP and their client, a day prior to the fix up hearing with ICC Judge Jones installed to cover up.

20th December 2017

Dear Mr Millinder,

Further to my telephone call on Friday 8th December 2017 I write to confirm details of my update concerning your report to Northumbria Police about Middlesbrough Football Club and Bond Dickinson Solicitors (FWIN 789 20/03/17).

I prepared a report for our Legal Department concerning your complaint, including a statement and documentation kindly supplied by you. As discussed the advice received was that this was not a matter for Northumbria Police to investigate further. This decision was reached on the following basis;

a) This matter was correctly referred to Cleveland Police in the first instance
b) This matter has been subject of an independent peer review by City of London Police
c) Both Cleveland Police and City of London Police have categorised this as a civil matter
d) The lawyer does not accept that this is a new head of fraud

Furthermore I confirm that I had noted your recent complaint to The Metropolitan Police concerning a complaint of blackmail regarding Womble Bond Dickinson and actions of High Court Enforcement Officers. As I agreed to do I can confirm I have contacted Acting Detective Sergeant Jim Hinchliffe and he has my contact details if required.

I am aware that you have your own actions in court on Thursday 21st December 2017 and hope you reach a suitable conclusion in this matter.

LINKS TO EVIDENCE

We include links to the evidence relied on that we have not already included in the article above:

1. **Transcript of the (allegedly) rigged without jurisdiction proceeding before ICC Judge Jones on 21 December 2017:** It is alleged that Chief ICC Judge Briggs arranged for the case to be disposed of, one-month after he became aware of the criminal blackmail, the confidential filing he approved placing the seal on the unwarranted demand arising from the fraudulent non-disclosure by the Club during proceedings before a High Court Judge!
2. **The judgment 'purported determination' by ICC 'Judge' Jones of 26 March 2018**

3. **Skeleton argument of Mr Staunton, counsel for the Club of 12 November 2018:** At paragraph 37, it is evident that Mr Staunton, counsel for the Club, retracted all the claims they were advancing against EW, including the unwarranted demand of £256,269.89 deployed to fraudulently forfeit the lease after they defeated the contractual purpose, by refusing the connection for the turbine, before demanding money for rent and energy supply. At p.37 Mr Staunton said this:

"Rs do not bring any claim against A, or Empowering or Earth Energy, save that Rs claim £25,000 from Earth Energy under the consent order of 16 January 2017"

In this judgment of 8 February 2019, then Chancellor of the High Court, Sir Geoffrey Vos, said this at p.108:

"I can understand Mr Millinder's argument that the alleged assignment (a) referred to the alleged £200,000 claim, and (b) was sufficiently clear to amount to valid assignment under section 136 of the Law of Property Act 1925. The words in the Minutes "[w]e [the directors of Empowering Wind MFC] agree to tidy up loose ends on … the £200k that we paid from other accounts so that [Earth Energy], as [parent of Empowering Wind MFC] is assigned those investments, representing what we put into the project" could be construed as Mr Millinder would like them to be"

4. **The fraud by false representation / forgery of the EEI assignment of the debt by Lord Justice Nugee at paragraph 10 of his 'purported determination' of 5 February 2018.**

Below we exhibit a photograph of the original absolute assignment of investment made in the wind turbine project from EW to EEI. We underlined green for emphasis:

We agreed to tidy up lose ends on some of the fees and the £200k that we paid from other accounts so that Earth Energy Investments, as Parent of Empowering MFC is assigned those investments, representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action, with the Parent recovering funds invested and Empowering MFC recovering consequential loss, including the feed in tariff revenue. We agreed this would mitigate loss in litigation to an extent.

Directly below we exhibit a photograph of paragraph 10 of Mr Justice Nugee's judgment of 5 February 2018 underlined read to show where, after finding that the assignment resolution page was withheld, he forged / falsely represented the absolute assignment, relying on it to prejudice Mr Millinder & EEI:

10. It is true that one of the documents relied on as not having been disclosed is board minutes of EW dated 29th June 2015, in which there was some discussion of how to react to Middlesbrough's demand for £255,000, and that that includes a passage which could be a reference to assignment to EEI as follows.

> **"We agreed to tidy up loose ends on some of the feeds and the 200K that we paid from other accounts of Earth Energy Investments as parent of Empowering MFC, as assigning those investments representing what we put into project. We agreed to separate out what went in as investment to the project so that there are two causes of action that the parent recovering funds invested, and Empowering MFC recovering consequential loss, including the feed in tariff**

Page 4 of 6

The motive was to have defrauded Mr Millinder of over £650,000, the sum of the EEI statutory demand for the investment he made in the project, only for the Club to refuse the connection and demand money that wasn't contractually owed!

Having known of the plan between him and Judge Nugee to falsify the terms of the assignment of the debt, on 11 April 2018, Mr Staunton relied on the forged assignment, lying to the Court. Chief ICC Judge Briggs, now a Deputy High Court Judge, once again covered up for them…

5. **Transcript of the hearing before Chief ICC Judge Briggs on 11 April 2018.**

At page 15 of the 41-page transcript before Chief ICC Judge Briggs on 11 April 2018, Ulick Staunton relied on the knowingly fraudulent version of the assignment terms, obviously knowing that Lord Justice Nugee defaced the crucial evidence:

We recite the passages from the official transcript:

MR STAUNTON: That's an exact quote by Mr Justice Nugee of the resolution—

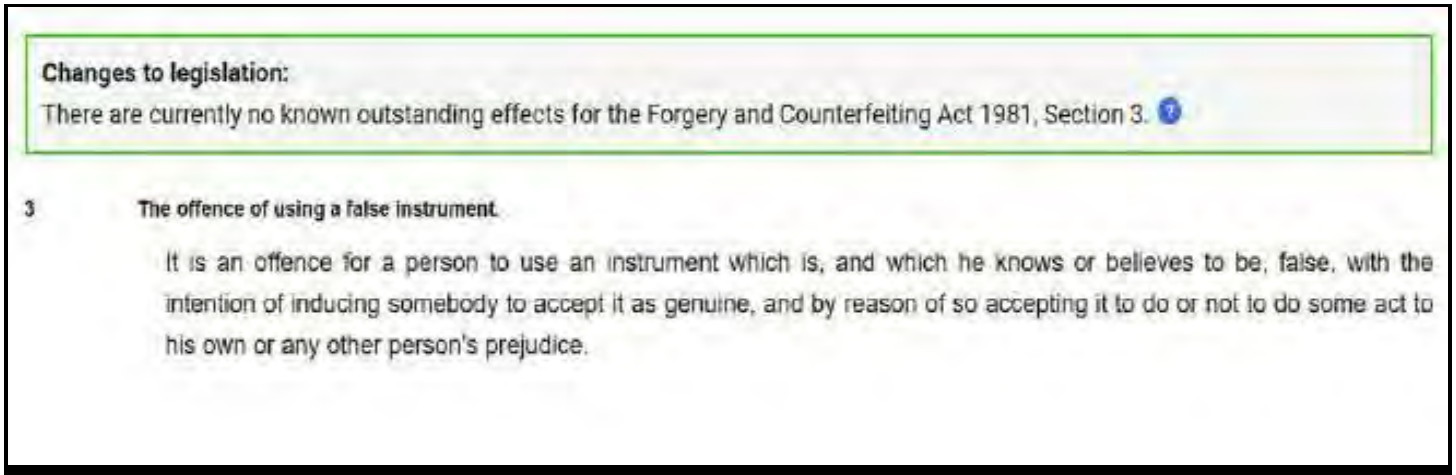
THE CHIEF REGISTRAR: That's exactly – ah, that's where it is.

MR STAUNTON: –which is said to be the assignment.

THE CHIEF REGISTRAR: So "resolution," which is said to be the assignment.

MR STAUNTON: Yeah, yeah, absolutely.

THE CHIEF REGISTRAR: Yes, I see. So it's not meant to – that's a separate assignment document.



Changes to legislation:
There are currently no known outstanding effects for the Forgery and Counterfeiting Act 1981, Section 3.

3 **The offence of using a false instrument.**

It is an offence for a person to use an instrument which is, and which he knows or believes to be, false, with the intention of inducing somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice.

Section 3 of the Forgery & Counterfeiting Act 1981 – Mr Staunton was using a knowingly false instrument to cause prejudice to Mr Millinder & EEI – The corrupt UK police & judges cover it up!

Below we exhibit the cover letter serving the assignment resolution, both of which constitute a valid and enforceable assignment according to law, but there's nothing lawful going on with this lot.

The 'judges' who deliberately do not judge, sponsored by you, the taxpayer!

Empowering Wind
empoweringwind.co.uk

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

Empowering Wind Group
3rd Floor
277-281 Oxford Street
London
W1C 2DL
United Kingdom

E: info@empoweringwind.co.uk

Mark Ellis
Middlesbrough Football Club
Riverside Stadium
Middlesbrough
TS3 6RS

NOTICE OF CHANGE

Dear Mr Ellis, 29th June 2015

The investment made by the Assignor in Empowering Wind MFC Ltd is assigned to Earth Energy Investments LLP (Assignee) on 29/06/2015.

I enclose a copy of the assignment resolution for your records.

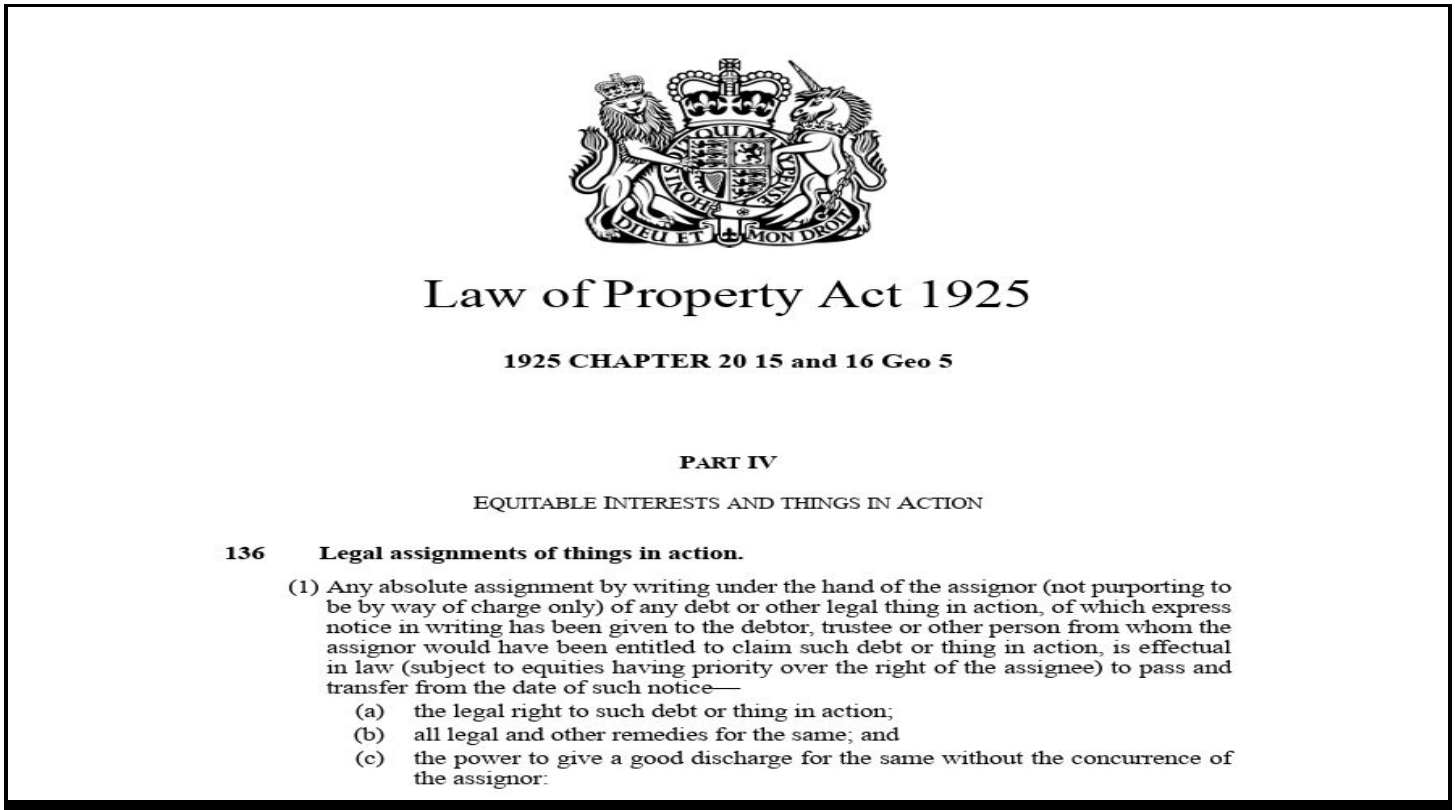
Yours sincerely,

[redacted]

Paul Millinder

Mob: [redacted]

The 29 June 2015 cover letter was in itself notice of absolute assignment, but it referred to the assignment resolution which was found to meet the requirements by the then Chancellor of the High Court on 8 February 2019



Law of Property Act 1925

1925 CHAPTER 20 15 and 16 Geo 5

PART IV

EQUITABLE INTERESTS AND THINGS IN ACTION

136 Legal assignments of things in action.

(1) Any absolute assignment by writing under the hand of the assignor (not purporting to be by way of charge only) of any debt or other legal thing in action, of which express notice in writing has been given to the debtor, trustee or other person from whom the assignor would have been entitled to claim such debt or thing in action, is effectual in law (subject to equities having priority over the right of the assignee) to pass and transfer from the date of such notice—

(a) the legal right to such debt or thing in action;

(b) all legal and other remedies for the same; and

(c) the power to give a good discharge for the same without the concurrence of the assignor:

Section 136(1) Law of Property Act 1925 determined the assignment from EW to EEI was 'effectual in law' from 30 June 2015 when notice was first served on the Club. Mr Millinder was defrauded of the rights conferred in the section

Invitation to comment

Judicial independence and an 'incorruptible' judiciary they say. Nonsense, and lies, we say.

Chief ICCJ Briggs, the new Chancellor of the High Court responsible for conduct of the judiciary, Lord Justice Birss, the Lord Chancellor, Lady Chief Justice, Attorney General's Office, Serious Fraud Office, City of London Police, Director of Public Prosecutions at the Crown Prosecution Service and the Constitution Committee of the House of Lords, have been invited to comment.

Help us to help you, share widely, and please consider a **donation to our fighting fund**.

What would the man down the pub think? Comments please.

INTELLIGENCEUK.com

Restoring the rule of law & holding the unaccountable to account