



Neutral Citation Number: [2026] EWHC 1043 (Ch)

Case No: CR-2025-008240

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

Royal Courts of Justice, Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 07/05/2026

Before :

MASTER KAYE SITTING AS A DEPUTY HIGH COURT JUDGE

Between :

ANTHONY ALAN GLADWIN

Claimant

- and -

(1) RSM UK RESTRUCTURING ADVISORY LLP

Defendants

(2) PAUL DOUNIS

(3) GARETH HARRIS

(4) STEVEN ROSS

Mr Gladwin in person

Rory Brown KC (instructed by **RSM** and **Taylor Wessing LLP**) for the **Defendants**

Hearing dates: 26 March 2026

Approved Judgment

This judgment was handed down remotely at 2pm on 7 May 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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MASTER KAYE SITTING AS A DEPUTY HIGH COURT JUDGE

Master Kaye sitting as a Deputy High Court Judge :

1. This claim concerns Killean Estates Limited (“**the Company**”). It was incorporated in Scotland on 16 November 2015 for the purpose of acquiring, developing, and operating the Killean Estate (“**the estate**”). **Mr Gladwin**, the claimant, was the sole director and shareholder of the Company.
2. The Company acquired the estate in 2016 with the assistance of loans from initially Lendy Ltd (“**Lendy**”) and then through Saving Stream Holding Limited (“**SSSHL**”). The initial sum borrowed was about £4.6m gross which was later increased by additional borrowing.
3. Mr Gladwin and the Company were legally represented at the time they negotiated and entered into the **first loan agreement**, the **restated first loan agreement** and the **second loan agreement** (together “**the loans**”). Each of the loans included contractual provisions for default interest rates which applied in specified circumstances including if the Company failed to make the repayments due under the loans by the specified repayment dates. The standard rate of interest was 1.25% and the default interest rate in the first and restated first loan agreements was 2% above standard rate interest. It increased to 3% above standard rate in the second loan agreement. The Company drew down the sums advanced under the loan agreements in 2016 and 2017.
4. The estate included amongst other assets Killean House, 24 self-catering holiday let cottages, two farms, a shop and an hotel. Mr Gladwin and his family moved into Killean House where they lived until they were evicted in 2023. Mr Gladwin sought to run the estate and says that the business was doing well and was successful. Mr Gladwin had lots of plans and ideas for the future development of the estate including the development of hydroelectric and wind turbine schemes.
5. On 29 June 2018, Lendy and SSSHL issued a formal demand for the immediate repayment of the loans together with interest stating that the loans were in default. The Company was unable to meet its liabilities to Lendy/SSSHL by the repayment dates and in the events that occurred the default interest rates had taken effect. Mr Gladwin complains that the contractual default interest rates were penal.
6. On 17 July 2018 Mr Dounis and Mr Ross (the second and fourth defendants) who were at the time partners in the first defendant (“**RSM**”) were appointed as joint administrators of the Company by SSSHL. Mr Ross was replaced as administrator in 2020 by Mr Harris (the third defendant) who was also a partner at RSM. I shall refer to the second to fourth defendants as **the joint administrators** generically unless it is necessary to distinguish between them.
7. During the course of the administration the Company’s heritable/immoveable property was sold for £4.39m. By that stage the sum due to Lendy/SSSHL as secured creditors was £8.772m. They received a net sum of £3.176m leaving a balance of about £5.5m due to them as secured creditors. In addition, there were unsecured creditors’ claims of about £1.3m. Mr Gladwin was not understood to be one of those unsecured creditors.
8. On 14 July 2023, the joint administrators filed a notice to move the Company from administration to dissolution. The dissolution took effect three months later on 17 October 2023 in accordance with the provisions of Schedule B1 Insolvency Act 1986

(“**IA 1986**”). Each of the joint administrators were discharged from liability following their departure from office. Mr Ross was discharged on 31 July 2020 when a block transfer order was made in relation to his appointments. Mr Dounis and Mr Harris were discharged on 17 July 2023.

9. Mr Gladwin is aggrieved by the loss of his Company and business. He firmly believes the Company would have been successful and would have generated large profits for him and his family. He has focussed his claims on the defendants. He believes that the loans were not valid and enforceable and consequently that the appointment of the joint administrators was not valid and so the disposal of the Company’s assets was void.
10. Mr Gladwin issued this claim against RSM, Mr Dounis, Mr Ross and Mr Harris on 31 October 2025 (“**the 2025 claim**”). It was supported by particulars of claim (“**the 2025 POC**”) and Mr Gladwin’s witness statement dated 30 October 2025 (“**the 2025 witness statement**”).
11. Mr Gladwin’s claim is premised on his belief that the administration and dissolution of the Company was part of a wider conspiracy and fraud involving RSM and others designed to cause him/the Company to fail and enable the joint administrators to be appointed. The others involved in the fraud include Lendy, SSSHL, the joint administrators and the eventual purchaser of the balance of the estate Ernest Cox Limited (“**ECL**”) as well as the administrators of Lendy and SSSHL. He further contends that the joint administrators by the manner in which they administered the estate, as part of that overarching fraud, then diminished the value of the Company, sold the Company’s properties at an undervalue and caused him loss. As a consequence of that wide-ranging fraud Mr Gladwin seeks to unravel the administration and dissolution of the Company including unravelling the property sales on the basis the titles were transferred fraudulently, and he also seeks damages and compensation for the losses he believes he has suffered as a consequence of the loss of his Company and business. His current estimated damages and compensation claim is in excess of £40m.
12. Mr Gladwin had previously issued a claim based on the same underlying complaints in July 2023 to which I refer below (“**the 2023 claim**”). Despite the detailed judgment of ICC Judge Barber in the 2023 claim ([2024] EWHC 3054 (Ch)) (“**the 2023 Judgment**”) which identified some fundamental flaws with the constitution of the 2023 claim, Mr Gladwin did not seek to remedy any of those flaws when he issued the 2025 claim. He distinguishes the 2025 claim from the 2023 claim on the basis that the 2025 claim relies on the Fraud Act 2006 rather than negligence and/or more generalised allegations of fraud.
13. This is my judgment to determine the defendants’ application dated 5 December 2025 to strike out the 2025 claim under CPR 3.4 (2) (a) to (c) and to record the claim as totally without merit (“**TWM**”). The defendants further seek an extended civil restraint order (“**ECRO**”) for the maximum period of three years (“**the Application**”).
14. The Application is supported by the witness statement of Gloria Leung dated 5 December 2025. Mr Gladwin made a positive choice not to file any evidence in response to the Application despite being given every opportunity to do so. He confirmed to Chief ICC Judge Briggs that he did not want to rely on any further

evidence beyond his 2025 witness statement. This was recorded in the directions order dated 23 February 2026.

Representation:

15. Mr Brown KC represented the defendants. He had provided a careful, fair, concise but clear skeleton argument which set out the relevant legal principles supporting the Application with references to the authorities which Mr Gladwin would need to consider on the Application. For Mr Gladwin's benefit he had included extracts from some of the key authorities and references to the *White Book 2025 Ed*. He had included the *White Book* extracts in his authorities bundle. Both his skeleton argument and the authorities bundle had been provided to Mr Gladwin. Mr Gladwin had not read the skeleton argument.
16. Mr Gladwin was not represented. He provided a skeleton argument which largely repeated the contents of the 2025 witness statement and 2025 POC. He did not address the legal principles identified by the defendants. Apart from maintaining that striking out his claim and/or making an ECRO would prejudice justice he did not grapple with any of the procedural issues raised by the defendants many of which were the same as those which affected the 2023 claim and had been highlighted in the 2023 Judgment.
17. I have read the skeleton arguments and also the documents to which I have been referred with care and carefully considered and reflected on the oral submissions of both Mr Brown and Mr Gladwin. I would like to thank Mr Brown and Mr Gladwin for the polite and courteous manner in which they made their oral submissions.
18. I have taken all of those submissions into account, together with the written submissions and evidence of the parties when reaching this decision even if I have not set out every detail in this judgment.

Applications:

19. In addition to the Application, the claimant had issued four applications. These were (i) **the second restoration application** dated 25 February 2026 (ii) **the disclosure application** dated 27 February 2026 (iii) **the stay application** dated 2 March 2026 and (iv) **the further documents application** dated 25 March 2026.
20. I considered each of those applications at the outset of the hearing and gave rulings on them. The outcome of those applications was as follows:
 - i) **The second restoration application was dismissed and certified as TWM.** I determined this application at the hearing but as it overlaps with other aspects of the Application I provide a brief summary of the reasons:
 - a) The Company is a Scots company. Any application to restore it should have been made in Scotland. It has been made in the wrong jurisdiction.
 - b) If there were some basis for making the restoration application in this jurisdiction it was still not in the correct form, not in the correct court, did not have the correct parties and had not addressed the evidence which would have been required to enable it to be advanced.

- c) Even if Mr Gladwin had made the restoration application in the correct form and on some proper basis in this jurisdiction it was bound to fail because there was no real prospect of any benefit to the Company or Mr Gladwin given the liability position (see below).

Additionally, and matters which explain why the second restoration application was TWM and highlight the risk posed by Mr Gladwin for the purposes of the ECRO:

- d) Mr Gladwin had filed the first restoration application on 17 October 2024 in the 2023 claim. He served it on 8 December 2024. He was told by the court on 16 December 2024 that any application should be made to the County Court sitting at Central London.
- e) Mr Gladwin was told by RSM in 2024 that his first restoration application was defective and referred to guidance about the evidence he would need to prepare.
- ii) **The disclosure application** was misconceived and had no proper purpose. It was an entirely speculative application in the best traditions of fishing and was based on a case theory which had not a shred of evidence to support it. For the reasons I gave, **I dismissed it and certified it as TWM.**
- iii) **The stay application** was an application made in the 2025 claim to stay Mr Gladwin's oral renewal of his applications for permission to appeal ICC Judge Barber's orders in the 2023 claim. He sought a stay until the 2025 claim had been determined (in his favour) so he could rely on it to support his oral renewal. But in addition Mr Gladwin explained that the stay application was to avoid being made bankrupt before the 2025 claim was determined and he had got justice. This was an application made in the wrong place and was backwards. Any such application should have been made in the 2023 appeals not in the 2025 claim. But in any event, it misunderstood the appeal process, was misconceived and bound to fail. **I have dismissed it and certified it as being TWM.** The hearing listed in relation to this application should be vacated.
- iv) **The further documents application** was a curious application. It sought: (a) permission to rely on Mr Gladwin's 2025 witness statement revised to include cross referencing to his own 1371-page bundle, (b) attached a copy of his skeleton argument. I was content for Mr Gladwin to rely on both of those documents, and no application was required, and (c) he sought permission to rely on approximately 100 pages of publicly available information he had downloaded from Companies House dating back to 2016. He could not explain why he had only just "discovered" the documents or why he had only just downloaded them. Whilst Mr Brown noted that technically this would be caught by the recital to Chief ICC Judge Briggs order, given (a) the Companies House documents were publicly available and (b) were not going to prejudice the defendants and/or they would be able to deal with them in submissions, I was content to let Mr Gladwin refer to them if he wished to. I therefore allowed this application despite it being very late, not yet issued and appearing unnecessary.

21. It appeared that Mr Gladwin’s concern was that he had prepared for the hearing based on his own bundle. The defendants’ attempts to organise the documents into what might be considered a more traditional form of bundle had caused him concern. The hearing proceeded with the court using both the defendants’ 3 volume bundle and Mr Gladwin’s 1371-page bundle and his supplemental bundle. Unfortunately, Mr Gladwin’s bundle references did not match the electronic bundle he had provided, and the page references varied by an inconsistent number of pages sometimes by up to 29 pages. This was unhelpful for both Mr Gladwin who found it difficult to navigate his bundle and locate documents in any event, and for the defendants and the court in trying to find the documents Mr Gladwin wanted to refer to.

The legal principles

22. I summarise the legal principles applicable to the Application in this section. Importantly in this jurisdiction there are procedural rules and practice directions which govern civil proceedings which I will refer to as the CPR and CPR PD and rules and practice directions as appropriate. Sometimes there are statutory requirements such as those in the IA 1986. There are also court guides which provide further guidance for court users including litigants in person.
23. The court’s powers to strike out a claim are set out in CPR 3.4(2) which provides:
- “3.4(2) The court may strike out a statement of case if it appears to the court —
- (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;
- (b) that the statement of case is an abuse of the court’s process or is otherwise likely to obstruct the just disposal of the proceedings; or
- (c) that there has been a failure to comply with a rule, practice direction or court order.
- ...
- 3.4(5) Paragraph (2) does not limit any other power of the court to strike out a statement of case.
- 3.4(6) If the court strikes out a claimant’s statement of case and it considers that the case is totally without merit —
- (a) the court’s order must record that fact; and
- (b) the court must at the same time consider whether it is appropriate to make a civil restraint order.”
24. The court uses its powers to strike out sparingly and only in a clear and obvious case, but it will use it where a party is pursuing a claim which has no reasonable basis, or is an abuse of process, or where it would be a waste of the court’s resources and those of

the parties if the claim continued. If the court is satisfied there are grounds for striking out, it is for the respondent, in this case Mr Gladwin, to persuade the court that it would be inappropriate or unjust to do so.

25. Ultimately, whether to strike out a claim is an exercise of the court's discretion which involves consideration of the overriding objective.
26. CPR PD 3A provides some examples of cases where the court may conclude that particulars of claim fall within CPR 3.4(2) (a) and (b). Those examples include claims which are incoherent and make no sense, those which contain a set of facts which even if true do not disclose a legally recognisable claim against the defendants and claims which advance vexatious, scurrilous or obviously ill-founded claims. Those examples reflect some of the principles that can be derived from the authorities which apply to the Application.
27. Further, a claim can be struck out under CPR3.4.2(a), if it is unreasonably vague or does not make sense, or where it identifies an unwinnable case, and the court considers that allowing the proceedings to continue is without any possible benefit and would be a waste of resources of both the parties and the court (see for example: *White Book 2025 Ed.*, at 3.4.1, *Harris v Bolt Burdon* [2000] C.P. Rep. 70; [2000] C.P.L.R. 9 and *Ashraf v Dominic Lester Solicitors* [2023] EWHC 2800 Ch (Smith J) at [71] - [72]).
28. Any claim should be concise and clear. It should clearly identify legally recognisable cause(s) of action which set out the necessary or essential elements or components of that cause of action. Although a claim form is not required to contain the detail of particulars of claim it should still adhere to those basic principles and identify concisely and clearly a legally recognisable claim.
29. Cockerill J explained the purpose of a statement of case in *King v Stiefel* [2021] EWHC 1045 (Comm): see paragraph 145 et seq), as set out in the Chancery Guide Chapter 4.7 and which should be borne in mind by parties whether represented or not when preparing any statement of case:
 - “(a) It enables the other side to know the case it has to meet.
 - (b) It ensures that the parties can properly prepare for trial – and that unnecessary costs are not expended, and court time required chasing points which are not in issue or which lead nowhere.
 - (c) The process of preparing the statement of case operates (or should operate) as a critical audit for the claimant or defendant and its legal team that it has a complete cause of action or defence.”
30. There are additional requirements when seeking to advance claims in fraud which requires the party alleging fraud to set out with particularity the facts and matters relied on. This is an area where the CPR, CPR PD and Chancery Guide all provide assistance for litigants in person see for example CPR 16.4; CPR PD16 8.2 and Chancery Guide Chapter 4.8 and 4.9 which provide:

“Setting out allegations of fraud

4.8 Paragraph 8.2 of PD 16 requires the claimant specifically to set out any allegation of fraud relied on. Parties must ensure that they state:

(a) full particulars of any allegation of fraud, dishonesty, malice or illegality; and

(b) where any inference of fraud or dishonesty is alleged, the facts on the basis of which the inference is alleged.

4.9 A party should not make allegations of fraud or dishonesty unless there is credible material to support the contentions made. ...for the relevant principles, see *El Haddad v Al Rostamani* [2024] EWHC 448 (Ch) at [177]-[182].”

31. An assertion of criminal fraud by reference to the Fraud Act 2006 does not bypass these rules. It does not provide a cause of action in civil law. Civil fraud is not a single cause of action but an umbrella term for a number of different causes of action which may overlap but have their own particular requirements. Any party asserting such a claim must identify which cause(s) of action they rely on and then set out the different elements of the cause of action and those matters relied on to support that cause of action with particularity including by reference to the primary facts relied on and the basis for any inference they seek to ask the court to draw.
32. Mr Brown referred to extracts from two well-known authorities but there are many more:
33. In *Three Rivers DC v Bank of England (No.3)* [2001] UKHL 16 at [184-185] Lord Steyn said:

“[S]ince dishonesty is usually a matter of inference from primary facts, this involves knowing not only that he is alleged to have acted dishonestly, but also the primary facts which will be relied upon at trial to justify the inference. At trial the court will not normally allow proof of primary facts which have not been pleaded, and will not do so in a case of fraud.”
34. In *Ivy Technology v Mr Barry Martin & Others* [2019] EWHC 2510 (Comm) [12] Andrew Henshaw QC (as he then was) said:

“Where a conspiracy claim alleges dishonesty, then "all the strictures that apply to pleading fraud" are directly engaged.” i.e. it is necessary to plead all the specific facts and circumstances supporting the inference of dishonesty by the defendants: *ED&F Man Sugar v. T&L Sugars.*”
35. A strike out application is not a time for the court to consider contested factual disputes or conduct a mini trial; the test is whether the court can be certain the claim is bound to fail.

36. Claims may also be struck out as an abuse (CPR 3.4(2)(b)). A statement of case that discloses no reasonable grounds may also be an abuse of the court process. But in any event a claim may be abusive if in reality it is a collateral attack on a previous decision, even if that decision is in a different tribunal or court. Equally, claims can be struck out where they represent in substance an attempt to relitigate issues that have already been decided in other proceedings, whether or not there has been any final trial. Additionally, claims can be struck out even if the arguments or claims raised are said to be new if they were in fact arguments or causes of action which could or should have been raised in the earlier claims.

37. Mr Brown again identified some of the more well-known authorities on these issues as follows:

38. In *Henderson v Henderson* (1843) 3 Hare 100 Wigram VC set out the rule as follows:

“... [W]here a given matter becomes the subject of litigation in, and of adjudication by, a court of competent jurisdiction, the court requires the parties to that litigation to bring forward their whole case, and will not (except under special circumstances) permit the same parties to open the same subject of litigation in respect of matters which might have been brought forward as part of the subject in contest, but which was not brought forward, only because they have from negligence, inadvertence, or even accident, omitted part of their case. The plea of *res judicata* applies, except in special cases, not only to points upon which the court was actually required by the parties to form an opinion and pronounce a judgment, but to every point which properly belonged to the subject of litigation and which the parties exercising reasonable diligence, might have brought forward at the time.”

39. In *Johnson v Gore Wood & Co* [2002] 2 A.C. 1, at 30H–31F, Lord Bingham of Cornhill restated the principle saying:

“The underlying public interest is the same: that there should be finality in litigation and that a party should not be twice vexed in the same matter. This public interest is reinforced by the public interest in the current emphasis on efficiency and economy in the conduct of litigation, in the interests of the parties and the public as a whole. The bringing of a claim or the raising of a defence in later proceedings, may, without more, amount to abuse if the court is satisfied (the onus being on the party alleging abuse) that the claim or defence should have been raised in the earlier proceedings if it was to be raised at all. It is, however, wrong to hold that because a matter could have been raised in earlier proceedings it should have been, so as to render the raising of it in later proceedings necessarily abusive. That is to adopt too dogmatic an approach to what should in my opinion be a broad, merits-based judgment which takes account of the public and private interests involved and also takes account of all the facts

of the case, focusing attention on the crucial question whether, in all the circumstances, a party is misusing or abusing the process of the court by seeking to raise before it the issue which could have been raised before.”

40. Mr Brown also relied on *Securum Finance Ltd v Ashton* [2001] Ch. 291; [2000] 3 W.L.R. 1400, CA, summarised in the *White Book 2025 Ed.* in the following passage:

“[T]he claimant’s first action had been struck out on grounds of inordinate and inexcusable delay. The Court of Appeal concluded that the claimant’s wish to have a “second bite at the cherry” has to be weighed with the overriding objective of the CPR in mind, and in particular, the court’s need to allot its limited resources to other cases. The Court of Appeal ruled that the conduct which had led to the first action being struck out had been so serious as to amount to an abuse of the court’s process. Although misconduct as serious as that did not by itself prevent the court from allowing a second action to proceed, the court should start with the assumption that if a party has had one action struck out for abuse of process, some special reason has to be identified to justify a second action being allowed to proceed.”

41. Lord Justice Chadwick at [52] explained the position as follows:

“ it is open to this Court to strike out the claim for payment made in the present action. That is a claim which, in substance, is indistinguishable from the claim for payment made in the first action. If that claim stood alone it could be said with force that to seek to pursue it in a second action when it could and should have been pursued, properly and in compliance with the Rules of Court, in the first action is an abuse of process. It is an abuse because it is a misuse of the court's limited resources. Resources which could be used for the resolution of disputes between other parties will (if the second action proceeds) have to be used to allow the Bank a "second bite at the cherry". That is an unnecessary and wasteful use of those resources. The Bank ought to have made proper use of the opportunity provided by the first action to resolve its dispute in relation to the claim for payment.”

42. When considering whether the matters or issues raised in the later claim were raised in an earlier claim the court adopts a broad merits-based approach which takes into account all the circumstances. Here this allows the court to focus on whether the 2025 claim being advanced is in reality a misuse or abuse of the court process having regard to in particular the 2023 claim and 2023 Judgment. This enables the court to consider whether in truth the 2025 claim is a second or third bite of the cherry and whether the defendants are being vexed again.
43. A failure to comply with the CPR and CPR PDs can be a freestanding basis for the court to exercise its unqualified discretion to strike out a claim under CPR 3.4(2)(c) or such

a failure can be an additional factor when considering all the circumstances. Whilst a single breach of a rule or practice direction may not be of sufficient weight in its own right to amount to grounds for strike out, some breaches are clearly more serious than others such as a failure to plead a coherent claim. The court has to take into account the cumulative effect of multiple breaches, however minor. A combination of multiple minor breaches may tip the balance and result in strike out, even where each individual breach may not itself have been sufficient.

44. Mr Brown relied on extracts from the *White Book 2025 Ed* at 3.4.1 as summarising the position in relation to CPR 3.4(2)(c):

“Ground (c) covers cases where the abuse lies not in the statement of case itself but in the way the claim or defence (as the case may be) has been conducted. The strike-out can be made even where there was nothing in the rule, practice direction or court order breached which specified that this might happen as a consequence of breach. In many circumstances such a strike-out would seem unduly harsh unless the party concerned was warned (possibly in writing by another party) of the risk of their statement of case being struck out if they did not comply with the rule, practice direction or court order in question. ”

45. The defendants also seek an ECRO. If the court strikes out a claim it must consider whether it is TWM and record it as such if it is. The court must at the same time consider whether to make a civil restraint order which would restrict the manner in which a claimant could pursue any further claims or applications depending on the type of restraint order made.
46. An ECRO can be made where a party has persistently issued claims or applications that are TWM. The threshold for an ECRO is three unmeritorious claims or applications but they do not have to have been certified as such at the time if the judge considering making an ECRO concludes those other claims or applications were in fact TWM. The touchstone is persistence. The court is considering not only persistence up to the time of the hearing but also the level of risk of further applications or claims of a similar type. In *Sartipy v Tigris Industries Inc* [2019] EWCA Civ 225 the Court of Appeal provided guidance on the requirements for making an ECRO which are now recorded in the *White Book 2025 Ed.* at 3.11.2. Mr Brown relied on the recent decision of Cotter J in *Shand v Kemkers* [2026] EWHC 341 (KB) at [288] to [296] where he set out the legal framework for the exercise of the court’s power in respect of an ECRO.
47. Mr Gladwin did not engage with or address any of the legal principles which applied to the Application.

Litigant in person

48. Mr Gladwin is unrepresented. He has been represented in the past both in Scotland and here. He explained that he had incurred significant legal costs (£500,000) but despite that he had not achieved his aims, had lost faith in those legal representatives and had exhausted his funds. He feels he has been let down.

49. Mr Gladwin is now a very experienced litigant in person. Whether represented or unrepresented he has been involved in disputes relating to the Company and the estate concerning the facts and matters which give rise to this claim since at least 2017 when he first raised issues about the default interest rates being applied to the loans and across two jurisdictions.
50. But the law is the same whether a party is represented or unrepresented and there are no different procedural rules or practice directions for litigants in person either. Being a litigant in person does not excuse any failure to comply with rules, practice directions or orders or for failing to set out a coherent, recognisable and supported cause of action. Being unrepresented provides no basis for the court allowing a claim to proceed or allowing an application (or refusing an application) that would not have been allowed, or would have been refused, if the party were represented. In *Barton v Wright Hassall LLP* [2018] Lord Sumption explained that where a party is unrepresented:
- “it will not usually justify applying to litigants in person a lower standard of compliance with the rules or orders of the court. The overriding objective requires the court so far as practicable to enforce compliance with the rules... The rules do not in any relevant respect distinguish between represented and unrepresented parties.”
51. Consequently, the legal or procedural tests to be applied to the Application, the claim and Mr Gladwin’s applications must be applied to the same standard whether he is represented or not. That obviously makes good sense and is part of the backbone of our legal process. Whilst there might be room for some latitude at the margins, the fact that Mr Gladwin is unrepresented cannot affect the standard against which his claim is assessed.

Mr Gladwin’s concerns

52. Mr Gladwin has a firm view as to the justice of his case and a strong sense that he and his family have been wronged. However, his unsupported allegations about the defendants behaviours and conduct bore little resemblance to reality.
53. As summarised above and set out in more detail in Mr Gladwin’s 2025 claim, witness statement and skeleton, Mr Gladwin believes that the defendants were involved in wide-ranging multi-party fraud and conspiracy designed to destroy his business and now to hound and harass his family. Mr Gladwin believes that Lendy, SSSHL, RSM, the joint administrators, ECL and others had thwarted his and the Company’s future prospects of developing the estate and acted in a manner that caused the Company to default on its loans which allowed Lendy and SSSHL to cause RSM to appoint these joint administrators.
54. The fraud and conspiracy involves Lendy and SSSHL including the contractual right to charge default interest rates on its loans if they were not repaid by the repayment dates and failing to agree to waive those default interest rates. Having entered into the loans on those terms and with the benefit of legal representation and advice in 2016 and 2017, he came to consider the default interest rates to be penal.

55. However, (i) any complaint about the contractually agreed default interest rates was a matter to pursue with Lendy/SSSHL; (ii) the Company entered into the second loan agreement with the benefit of legal advice with an increased default interest rate after he had first complained about them; and (iii) he took no legal action to challenge the default interest rates until he issued a summons in November 2018 after the Company was put into administration.
56. His case is that but for the default interest rates the Company would have been (i) successful and (ii) he would have been able to refinance on less onerous terms. Consequently, Lendy and SSSHL would not have been in a position to appoint the joint administrators either because no default interest should have been applied such that the Company was not in default at all or because it would have been able to refinance on more favourable terms. Secondly, he separately alleges that in any event the loans were defective for other reasons (for example he now relies on a security discharge in 2020) (see below) such that the appointment of the joint administrators was invalid. Thirdly that RSM had a conflict of interest because independent office holder administrators appointed to the Company in 2018, and to Lendy and SSSHL in 2019 were all employees of RSM. Fourthly, the joint administrators sold the estate to ECL despite knowing they had not been validly appointed – and in any event at an undervalue - this was therefore a fraudulent transaction, the title transfer was defective, and the transfers can be undone.
57. He further alleges that RSM and others (which included the joint administrators, Lendy, SSSHL, ECL and ors) had hacked his emails, monitored his emails, and caused his computer to blow up. He explained that as a consequence he no longer risked connecting his computer to the internet. He also believed he had been followed and harassed. He explained that he had moved his family to France to avoid the harassment. He considered that the joint administrators and then ECL's attempts to obtain vacant possession between 2018 and 2023 to be part of that harassment. He does not recognise/accept that the joint administrators and then ECL had any right to evict him or his family from Killean House maintaining that he remained the legal owner of the estate so could not be a trespasser because his occupation was not unlawful and fraud unravels all. He explained that connectedly 5 out of 8 of his backers and a private detective had all died in the last 8 -years. Mr Gladwin's submissions and allegations became more incredible as the hearing progressed and I had an increasing sense that Mr Gladwin had lost touch with reality.
58. Mr Gladwin's allegations are and were very serious allegations to make against the defendants. However firmly Mr Gladwin holds those views and however aggrieved he is, they are not allegations that should have been made without credible evidence to support them. Mr Gladwin has not advanced any evidence to support those allegations despite the extensive documentation relied on by him.
59. I understand that he believes that the estate could have been a success. If as he says there are opportunities to develop the infrastructure to provide sustainable forms of energy such as hydro and wind over the course of the next 30 years on a financially viable basis then someone may well be able to make a success of those businesses. Unfortunately, Mr Gladwin and the Company whatever their future aspirations were, were unable to fund the estate in the short term to enable them to take advantage of the

future potential that he saw in the estate. That does not mean that any of RSM or the joint administrators are to “blame”.

60. When making his submissions, Mr Gladwin had little grasp of the detail or documents and often mischaracterised the contents of documents believing them to support his claims and allegations. When asked how they did so he would either move on to another document or make sweeping generalisations. During the course of his submissions, he alleged that court documents and orders had been forged and made other increasingly fantastic allegations which appeared to have no evidential basis. That is not how litigation works.
61. Mr Gladwin believes that if he is given an opportunity to advance his claim in the form he wants to then the true facts will come out and the fraud will be obvious. Despite his now several attempts to explain his claim he has failed to frame it as a recognisable civil claim – whether in fraud or negligence - against these defendants and has failed to provide any evidence to support what he says those true facts are.
62. His objection to the 2023 claim being struck out did not appear to have had any impact on his approach to the 2025 claim which remained incoherent, broad, amorphous and unparticularised. He did not address the procedural difficulties highlighted by the 2023 Judgment. There had clearly been no reflection or critical audit by Mr Gladwin to assess whether he had a complete or any recognisable cause of action. He ignored it all instead focussing on what he saw as the unfairness of the unless order.
63. To suggest as he did during the course of submissions that there was further evidence that he could advance to support his claims which even on his submissions he had known about since 2023 did not improve his position at all.

The 2025 claim

64. The 2023 Judgment sets out paragraphs 1 to 11 of the 2023 POC in full. In order to provide a framework for this judgment I set out the 2025 POC below. Ms Leung had undertaken a helpful comparison between the 2025 POC and the 2023 POC which I set out immediately below the 2025 POC. I have read both the 2023 POC and the 2025 POC and consider Ms Leung’s comparison to be fair. It will be apparent from her comparison, even without reviewing the 2023 POC, that the two claims are identical or near identical and that much of the focus in both claims is on complaints that, if they had any merit at all, were more properly directed towards Lendy or SSSHL prior to the administration:

1. The Claimant (Anthony Alan Gladwin) (“C”) was the sole director of and shareholder of a Realty, an Estate going by the name “Killean Estate Limited (“KEL”) (Company Number SC520359).

2. The Defendants (“D”) (Paul Dounis, Gareth Harris and Steven Philip Ross were Joint Administrators acting under the “Banner”/Authority of RSM UK Restructuring Advisory LLP with company number OC3253490), acted as joint administrators for KEL (Company Number SC520359), therefore there was an established duty of care to act in the best

interests of the company and its stakeholders, that being the claimant.

3. D as a professional services firm and Joint administrators, had a duty to exercise reasonable skill, care, and diligence in performing their administrative duties.

4. D should avoid any conflicts of interests that may compromise their ability to act impartially and in the best interests of KEL (Company Number SC520359), If conflicts arise, they must disclose them and take appropriate steps to manage them.

5. D sold and fraudulently transferred the Estate owned by KEL (Company Number SC520359), to six separate entities. without ensuring the proper registration of title, this is a breach of their duty of care and professional obligations.

6. In selling and transferring the Estate without proper registration, it is viewed as an act of **FRAUD and FRAUDULENT LAND TRANSFERS WILL NOT PASS FULL OWNERSHIP, THE DEFRAUDED PROPRIETOR REMAINS THE BENEFICIAL OWNER.**

7. Furthermore, D sold the Estate undervalue, with the Estate being valued £8.5M in August 2018 and sold for circa £4.4M.

8. D in selling the Estate wrongfully, has caused to significantly depreciate the value of the Estate and this in turn has caused C financial harm and loss. This cannot be seen as acting in the best interests of KEL (Company Number SC520359).

9. D should have not sold the Estate.

10. In addition, to the wrongful sale and transfer of the Killean Estate land titles as highlighted in Schedule A, it must be noted that D had been working with both Lendy Limited (**Lendy**) and Saving Stream Security Holdings Limited (**SSSHL**) prior to the administration of KEL (Company Number SC520359), Paul Dounis, Gareth Harris and Steven Philip Ross should not have been assigned as Joint administrators for KEL (Company Number SC520359), under the “banner” of RSM as there was a conflict of interest. There was a further conflict of interest when RSM became administrators of Lendy and SSSHL.

11. By being administrators for all the companies involved, D (RSM) cannot maintain their duty of care with all of them. D might have disclosed this fact and taken appropriate steps in mitigation

12. Due to the conflict-of-interest D has not acted in the best interests of KEL (Company Number SC520359) and therefore

has caused loss to the value of KEL (Company Number SC520359) and has in turn caused C financial harm and loss.

13. The Joint administrators (Paul Dounis and Steven Philip Ross) original appointment by Saving Stream Security Holding Limited (SSSHL as administrator of Killean Estate Ltd (SC520359), **Expired on 16 July 2019**. The Joint Administrators under the “banner” of RSM at the time failed to renew the Joint administrator’s appointment and the renewal did not occur until 17 July 2020 (at that time there was only one Administrator in place (Paul Dounis) because Steven Philip Ross had left RSM on the 12 June 2020 (as registered at Companies House). However, RSM stated that Steven Philip Ross left on the 31 July 2020 (as per the Court Order showing Steven Philip Ross resigning).

The Joint Administrators under the “banner” of RSM were fully aware that they required a valid Court Approval to continue to act as administrator of KEL (Company Number SC520359), and that not having the Court Approval for the 2019 year was a fraudulent act under Section 2 and Section 3 of The Fraud Act 2006, however they chose to withhold this information.

14. The Call up Notice dated 29 June 2018: PBL084 (£5,051,537) and PBL166 (£885,254). Note the PBL084 refers to the Original Lendy Loan signed on 26 February 2016 and drawn down on the 03 March 2016. However, PBL166 refers to a SSSHL loan Agreement 7 April 2017, these were the security documents that were never registered and effectively void.

The call up notice was just headed up Lendy and has no resemblance to any documentation. The Joint administrators under the “banner” of RSM were basically calling up a non-existent Security Document, which essentially amounts to a further Fraudulent Act, under Section 2, Section 3 and Section 4 of The Fraud Act 2006.

15. The SSSHL Loan signed on the 13 December 2016 was for £400,037. The Joint administrators Paul Dounis and Steven Philip Ross under the “banner” of RSM were appointed on the 17 July 2018 by a Bond and Floating Charge, registered 16 December 2016, relating to a SSSHL Loan signed on the 13 December 2016 for £400,037, however they were fraudulently claimed £5,936,791.

16. The Original Lendy Loan PBL84 (Security Document signed on the 26 February 2016) drawn down on the 3 March 2016. This loan was not discharged until the 02 December 2020, even though RSM, and the Joint Administrators (Paul Dounis and

Steven Philip Ross were appointed by SSSHL on the 17 July 2018 and then proceeded to sell the Killean Estate (Title Number: ARG 22755), commencing with Dalmore Farm on the 3 November 2020. This Loan did not comply with 2008 UK Banking Regulations; hence this was why Lendy attempted to Transfer the Loans to the entity

SSSHL under directions from the Financial Conduct Authority (FCA) in 2016. The FCA had stipulated that Peer to Peer Lenders had to have a different Company to lend money from, than that of the Company which was used to take in Investors Funds.

The 16 October 2016 Amendment and reinstatement agreement clearly shows under section 4.2 Clause. (“which shall be discharged as a condition precedent to this agreement”). This did not occur, however RSM and the Joint Administrators Paul Dounis and Steven Philip Ross knew that this loan had not been discharged correctly and that they were appointed fraudulently by SSSHL and continued to proceed to fraudulently sell and transfer the Killean Estate (Land Title number: ARG 22755) owned by KEL (Company Number SC520359) to six entities.

17. SSSHL was a Dormant Company in accounts submitted to Companies House ending 31 August 2016 and 31 August 2017, further adding weight to fraudulent activities being committed in the background by RSM and the Joint Administrators Paul, Dounis and Steven Philip Ross who were obviously aware of such matters, as RSM had been working with Lendy and SSSHL since circa 2015.

18. On numerous occasions the Claimant Anthony Alan Gladwin was deliberately prevented from refinancing the Killean Estate (Land Title number: ARG 22755), after proof of funding had been established, and settlement could be made very quickly.

19. Because RSM was appointed as Administrator for Lendy and SSSHL, it was easy for them to continue a trail for fraudulent activity. Even Registers of Scotland (ROS) only saw a fraudulent SSSHL Security Document and had no alternative other than to register the Killean Estate (Land Title number: ARG 22755) to the six entities even though SSSHL held a fraudulent security document. The claimant has spoken to ROS, and they have confirmed that they are obliged to Register the Security Document of Killean Estate even it is a Fraudulent one. The only way to prove otherwise is to have the matter heard in Court.

The Claimant has been trying to have his case heard in the High Court of Justice for the past three years however the True Facts never get heard and the case is always thrown back due to Procedural issues. Hence why the Claimant feels

it is necessary to bring a new case under the 2006 Fraud Act, in attempt to bring these fraudulent activities to a conclusion.

The Claimant Claims:

20. The sale and subsequent transfer of the various assets of KEL (Company Number SC520359), particularly the Land Titles as detailed in Schedule A, were unenforceable, an order should be made for the land titles to be reversed to the original land title of ARG22755, in the Ownership of Killean Estate Limited (Company Number SC520359).

21. The Company of Killean Estate Limited (Company Number SC520359), which was illegally Dissolved on the 17 October 2023 by the Defendants (Then Paul Dounis and Gareth Harris who were the joint administrators at that time), who knew that there were active ongoing Court Procedures and as such should not have dissolved KEL (Company Number SC520359), accordingly should have its Company Status **reversed to active**.

22. Compensation for the destruction of both the capital and trading value of the Killean Estate.

23. Compensation for the conflict of interest that occurred when RSM was representing Lendy and SSSHL, as well as being the administrator for KEL (Company Number SC520359), (Paul Dounis, Gareth Harris and Steven Ross acting as Joint Administrators under the banner of RSM).

24. Compensation for the difference in value due to underselling the Assets of KEL, (Company Number SC520359).

25. Compensation for all Legal Costs and associated expenses.

26. Damages and losses to be assessed, estimated more than £40M, with rights reserved to alter the figure as necessary.

(bold in the original)

65. Ms Leung explained at [107]:

“Paragraph 1 is essentially identical to the preamble paragraph in the 2023 POC.

Paragraph 2 (pleading a generic and unarticulated duty of care) is essentially identical to paragraph 1 of the 2023 POC, except that the 2025 POC refers to all of the Defendants and not just [RSM].

Paragraph 3 is identical to paragraph 2 of the 2023 POC.

Paragraph 4 is identical to paragraph 3 of the 2023 POC, except that the 2025 POC has added the Company's registered number.

Paragraph 5 is substantially same as to paragraph 4 of the 2023 POC, except that the 2025 POC has added an unparticularised allegation of fraud.

Paragraph 6 is identical to paragraph 5 of the 2023 POC, except that the 2025 POC now adopts bold text and all-caps in places (and an additional "THE" appears in the 2025 POC). It contains an unparticularised allegation of fraud.

Paragraph 7 is almost identical to paragraph 6 of the 2023 POC, except for minor and immaterial differences in phrasing.

Paragraph 8 is identical to paragraph 7 of the 2023 POC, except that the 2025 POC has added the Company's registered number.

Paragraph 9 is a new paragraph which states "D should have not sold the Estate."

Paragraph 10 is substantially same as to paragraph 9 of the 2023 POC.

Paragraph 11 is substantially same as to paragraph 10 of the 2023 POC.

Paragraph 12 is identical to paragraph 11 of the 2023 POC, except that the 2025 POC has added the Company's registered number.

Paragraph 13 makes a seemingly new allegation that the continuation of the administration after it had "expired on 16 July 2019" "not having the Court Approval for the 2019 year" was "a fraudulent act under Section 2 and Section 3 of The Fraud Act 2006"... [I have already addressed this allegation above]

Paragraph 14 is a new paragraph ... it appears to contain complaints about demand letters sent to the Company prior to the appointment of the Joint administrators, and it then goes on to say that "*The Joint administrators under the "banner" of RSM were basically calling up a non-existent Security Document, which essentially amounts to a further Fraudulent Act, under Section 2, Section 3 and Section 4 of The Fraud Act 2006*".

Paragraph 15 appears to allege that the Defendants (or some of them) have "*fraudulently claimed*" that the Bond and Floating Charge secured lending totalling £5,936,791 when in fact it only secured a sum of £400,037. I understand that the Bond and Floating Charge contained a usual "all monies" clause such that it related to all indebtedness of the Company.

Paragraph 16 appears to repeat the approximate contents of paragraphs 4 to 6 of the 2023 Points of Claim, before concluding that “*RSM and the Joint administrators Paul Dounis and Steven Philip Ross knew that this loan had not been discharged correctly and that they were appointed fraudulently by SSSHL and continued to proceed to fraudulently sell and transfer the Killean Estate*”. This allegation of fraud is unparticularised.

Paragraph 17 appears to be a new paragraph making a vague and unparticularised allegation of “fraudulent activities being committed in the background by RSM and the Joint administrators Paul, Dounis and Steven Philip Ross”.

Paragraph 18 is a vague paragraph that repeats allegations made in a number of places in relation to the 2023 claim, such as at paragraph 16 of the 2023 Amended Points of Claim.

Paragraph 19 is a new paragraph containing vague and unparticularised allegations of fraud.

Paragraphs 20-26 contain the prayer setting out the Claimant’s claims.

Paragraph 20 is the same as paragraph 1 of the prayer in the 2023 POC, except that the new paragraph 20 now references the New Schedule A.

Paragraph 21 alleges that the Company was illegally dissolved “by the Defendants” such that the Company “should have its Company Status reversed to active.”

Paragraphs 22 to 26 are substantially the same as other paragraphs appearing in the prayer in the 2023 POC, except that the estimated damages are now states as “more than £40M”, which I infer is a reference to the same calculations forming part of the 2023 Schedule of Damages as described above (and characterised by ICC Judge Barber as “*essays in make-believe*”).

66. Ms Leung had also compared the 2025 Schedule A with the 2023 Schedule A, as have I and notes they are also near identical. I would add that they are both near identical to the **Scottish claim** issued by Mr Gladwin in April 2023 (see below).
67. Mr Gladwin’s 2025 witness statement then repeats the allegations made in the 2023 claim and many of those made in the Scottish claim. Repetition does not transform a hopeless unsupported allegation of fraud into fact. It does not provide a basis for a claim where none existed. It does not make the extremely serious allegations contained in the 2025 POC true. It heightens the risk posed by Mr Gladwin in relation to future applications or claims which is relevant to my consideration of whether to impose an ECRO.

Background

68. As set out above Mr Gladwin was the sole shareholder and director of the Company from its incorporation on 16 November 2015. The purchase of the Killean Estate was funded by Lendy, and the first loan agreement was dated 26 February 2016. The first loan was secured over the assets of the Company. It was drawn down on 2 March 2016. This was expensive short term/bridging funding which included provision for default interest rates to apply if it was not repaid by the repayment date.
69. On 14 December 2016, the Company and Lendy entered into a further agreement to amend and restate the first loan agreement (“**the amendment & restatement agreement**”). This amended and restated the terms of the financing in the form of the restated first loan agreement. SSSHL was defined in the amendment & restatement agreement signed on 14 December 2016 as the “Security Trustee”. The restated first loan agreement was in the form of the facility letter set out in schedule 2 to the amendment & restatement agreement signed by Mr Gladwin. In simple terms the restated first loan agreement superseded and replaced the first loan agreement.
70. The restated first loan agreement provided that the loan amount was increased to £5,051,537 - the original £4,651,500 under the first loan agreement and a further £400,037 that would be made available on 9 December 2016 (subject to the relevant conditions precedent being met). The restated first loan agreement provided a repayment date of 26 February 2017. Mr Gladwin/the Company were represented by solicitors when the Company negotiated and then entered into the amendment & restatement agreement and the restated first loan agreement. This remained expensive short-term funding with default interest provisions. It was intended to provide time for Mr Gladwin/the Company to refinance to cheaper long-term funding/development funding.
71. The restated first loan agreement was entered into between the Company and Saving Stream as a trading division of Lendy (who are described as Agent). Lendy/SSSHL were peer to peer funders. The “Lenders” were therefore defined as “*the persons who have agreed with the Agent from time to time to provide all or part of the loan to the Company and whose names and addresses are maintained by the Agent*”. This arrangement was described in SSSHL’s joint administrators’ report and reflects the position of the Company and Mr Gladwin under the loans, as follows “[SSSHL] was incorporated on 17 August 2015 by the Directors set up as a security trustee vehicle for the benefit of investors under Model 2 Loans where Lendy was acting as agent for the investors lending to Borrower Companies. The [Company] granted security for the Model 2 loans to [SSSHL] as security trustee which was responsible for distributing the proceeds to investors on repayment Lendy was the operational entity carrying out all the administrative tasks for the platform.”
72. The security for the restated first loan included a **bond and floating charge** in favour of SSSHL. The parties to the bond and floating charge were the Company and SSSHL as Security Trustee. It was executed on 13 December 2016 and filed at Companies House on 16 December 2016. Clause 6.2 of what appear to be standard terms and conditions for Borrowers from Saving Stream/Lendy/SSSHL explained that the bond and floating charge “*will generally operate to secure all monies due from [the*

Company] to all lenders on the Saving Stream platform from time to time”. Given this was a peer-to-peer lender that makes sense.

73. Mr Gladwin submits that the bond and floating charge was limited to securing the additional borrowing advanced in December 2016. He did not explain why this was given it was an all monies bond and floating charge. But any dispute which Mr Gladwin or the Company had had about the interpretation of the loans, the bond and floating charge or any other aspect of the loans were disputes which were (i) between them and Lendy and SSSHL and (ii) subject to Scots Law and (iii) should have been raised at the time. Mr Gladwin and the Company had legal representation when the Company entered into the restated first loan, the second loan and related guarantees, and when the administrators were appointed. They had every opportunity to raise these issues or take action in relation to them if there was some proper basis for doing so. Neither Mr Gladwin nor the Company took any action at the time. Mr Gladwin did not explain why it would have prevented the joint administrators being appointed since even on Mr Gladwin’s case the additional borrowing under the restated first loan agreement was outstanding subject to other aspects of his overarching fraud claim. It was not immediately obvious why or how Mr Gladwin considered that the terms of the bond and floating charge should be interpreted to limit it to the new borrowing or why Lendy/SSSHL would have agreed to such terms.
74. Mr Gladwin’s alternative argument about the validity of the bond and floating charge concerns the discharge of the security for the first loan agreement. Mr Gladwin submitted that the requirement to discharge the security under the first loan agreement was a condition precedent of the effective date of the restated first loan agreement. It was not in fact discharged until 2020. Mr Gladwin argues that as a consequence the bond and floating charge were unenforceable and the subsequent appointment of the joint administrators was not valid. Consequently, he submits that the subsequent sale and transfer of the estate properties to third parties including ECL was fraudulent and because “fraud unravels all” the titles were never properly transferred and/or can be re-transferred now.
75. Mr Gladwin relied on *Bellinger v Bellinger* [2003] UKHL 21 for the proposition that a void transfer would be of no legal effect. That requires Mr Gladwin to set out some coherent, legally recognisable claim against the correct defendants that the loans were void and of no effect and to then prove it. Mr Gladwin also sought to rely on *Fitzwilliam v Richall Holdings Services Ltd* (2013) amongst other authorities for the proposition that a fraudulent land transfer does not pass title. Again, that requires Mr Gladwin to have set out a coherent legally recognisable claim against the correct defendants and to prove it. He cannot start from the end and work backwards. A legally incoherent unparticularised allegation of fraud based on the Fraud Act 2006 does not begin to provide a basis for such a claim against the joint administrators or RSM.
76. It was this argument that caused Mr Gladwin to maintain that he had been in lawful occupation of the estate and that the title had not been transferred to ECL. However, this not only misunderstands and mischaracterises what in fact had happened but, in any event, does not seem to recognise the separate legal identity of the Company.
77. An additional potential problem with any claim which Mr Gladwin might seek to advance is that the properties in question and at least some of the parties to whom the

properties were transferred are in Scotland and the Company if restored to receive those properties is a Scottish company. It seems to me that even if he were in a position to advance a coherent, recognisable claim that any such claim is very likely to be subject to Scots law.

78. Mr Gladwin/the Company did not pursue a claim in Scotland to challenge the validity of the bond and floating charge or the appointment of the administrators in 2018. The loans were subject to Scots law and any claim in relation to the interpretation of their terms and/or any challenge to the validity of the bond and floating charge or indeed the appointment of the joint administrators under the charge were matters to be considered by reference to Scots law.
79. Mr Gladwin did subsequently obtain advice from a Scottish advocate, Mr Upton, through his legal representatives dated 17 February 2023. Although the advice was focussed on whether Mr Gladwin had a defence to ECL's proceedings to evict him and his family from Killean House, the nature of the defence that Mr Gladwin wanted to advance in those proceedings was the same or substantially the same as many of the issues raised in the Scottish claim, the 2023 claim and the 2025 claim and in Mr Gladwin's submissions.
80. Mr Gladwin relied on Mr Upton's advice to support his claim. However, the advice does the opposite - it emphasises the difficulties with his position and the arguments that he now seeks to advance and his misunderstanding or mischaracterisation of the events. It emphasises his persistence and provides further evidence to support both the risk of further claims and applications and the reasons why the 2025 claim is TWM and the need for an ECRO.
81. Mr Gladwin sought advice about whether the absence of the discharge of the legal charge securing the first loan agreement until 2020 provided him with a defence generally and whether it supported his argument that the joint administrators had not been validly appointed because their authority derived from the bond and floating charge. Consequently, whether he could unravel the administration and the transfers of title to the properties. It was quite clearly the same or substantially the same issue as that raised in the 2025 claim.
82. Mr Upton explained the difference between the bond and the floating charge and that "*neither the existence nor the discharge of a standard security over a company's land assets has any necessary legal consequences for a floating charge over its assets including land.*" The joint administrators were appointed under the floating charge.
83. He explained that by 2020 Lendy/SSSHL and the joint administrators were likely to have regarded the earlier charge as a "*relic*" which might be an impediment to sales so that it was logical that they agreed to discharge it. He explained that it has no automatic connection with the validity of the floating charge or the validity of the administration.
84. He then considered Mr Gladwin's argument that because its release was a condition precedent it undermined the validity of the joint administrators appointment. Mr Upton had to make assumptions because he was not given the executed documents, however, he explained that even if there had been such a condition precedent if for example, the Company had proceeded to implement the restated loan agreement by for example

drawing down the loan any condition precedent could have been implicitly waived by the Company. As set out above the Company had drawn down the loans.

85. Mr Upton then considered the position if one were to assume that the condition precedent relied on by Mr Gladwin were not waived. Mr Upton's opinion explained that "*there was no apparent reason why [the Company] and Mr Gladwin as its director would not have known at all times since 17 July 2018 (moreover at all times since 6 October 2016) [the terms of the restated first loan] and the absence of the discharge...*". He noted that because the discharge had to be delivered to the Company, that Mr Gladwin as its director would have known that it had not been delivered before 17 July 2018.
86. Mr Upton concluded that Mr Gladwin and the Company knew or had the means to know that the discharge had not taken place from when the restated first loan agreement was entered into and was in a position to take legal advice including in July 2018. He records that Mr Gladwin did in fact then seek advice about the validity of the administration in 2018 (which adds to the difficulties for Mr Gladwin in relation to the 2025 claim). He concluded that there is no prospect of Mr Gladwin establishing "*excusable ignorance*" of grounds on which to challenge the administration and that such a challenge in February 2023 would necessarily fail.
87. It is very difficult to understand how Mr Gladwin believes this advice supports his position. Mr Upton had given clear advice (at a time when Mr Gladwin was represented) that he would not be able to challenge the administration at least on the basis of the condition precedent argument.
88. The Company/Mr Gladwin continued to find it difficult to obtain refinance before the extended repayment dates. Lendy/SSSHL agreed to extensions for the repayment but on terms that did not waive their entitlement to default interest. The Company therefore had a liability to pay the default interest on the outstanding borrowings pending any refinance. Mr Gladwin felt this was unfair.
89. Mr Gladwin's evidence was that it was clear to him from shortly after December 2016 that SSSH and Lendy were failing and desperate to find extra revenue and so were deliberately not agreeing to waive the default interest rates so that the Company would fail. Yet despite that, the Company took out a further loan in April 2017. On 6 April 2017, Mr Gladwin and the Company through their legal representatives reached agreement with Lendy/SSSHL to vary the terms of the restated first loan to provide (i) an extension of the repayment date to 30 September 2017 - an additional period of 6 months to seek to refinance and (ii) a second loan agreement between the same parties dated 7 April 2017 for gross amount of £885,254 (or a net amount of £816,750) for which Mr Gladwin provided a guarantee. The total borrowing therefore increased to about £5.9m. The second loan agreement included default interest rates at a higher rate than the earlier restated first loan agreement.
90. Mr Gladwin explained the effect of the default interest rates and their unfairness by reference to the Company's draft accounts for period December 2015 to 31 March 2017 supported by a letter from the Company's accountants dated 21 July 2017. Mr Gladwin submitted that if the default interest rates were excluded the business would have been making a healthy profit.

91. The profit and loss account did show turnover of £915,000 for the 15 months to 31 March 2017 – Mr Gladwin had said it was around £1m. But the operating profit was only £256,194 before interest and charges. The accountants explained that if depreciation charges were added back in the cash generative profit was £464,297 still before interest and charges.
92. The actual interest and charges for that 15-month period were £947,247 which will have included some default interest for some of the period. The accounts showed a loss for the period of £691,053. The accounts recorded the Lendy and SSSHL borrowing at £5,051,537 which was the sum advanced and drawn down prior to the second loan agreement in April 2017. The balance sheet for the same period had a valuation for the tangible assets which included the land and buildings on the estate of £9.2m after depreciation, but net assets were only £3,207,416.
93. The accountants' letter provided an indicative assessment of the charges in the event that the Company were able to secure £4m from a High Street Bank. The accountants suggested possible charges to interest of £120,000 on the basis of a £4m loan. As a matter of maths and logic that may be right, but it bore no relationship to the real world in which Mr Gladwin and the Company were seeking to operate.
94. It was not clear to me how this supported an allegation of fraud against the joint administrators or RSM. Mr Gladwin did not explain why, if the Company had entered into the loans on a commercial basis with the benefit of legal advice, including default interest if the repayment dates were not met, it was unfair for Lendy or SSSHL to apply them.
95. The actual sum advanced by March 2017 was over £5m and by July 2017 the actual sum advanced was £5.9m. Any refinancing would have to repay the entire outstanding balance then due. A possibility of lower interest in the future did not help Mr Gladwin at all. It appears that the accountants were aware that the business was at the time loss-making indicating that losses could be covered by the refinancing package.
96. Mr Gladwin had hoped that the implementation of a hydroelectric scheme and the development of a wind turbine scheme would generate income for the Company. The accountants hoped that the hydroelectric scheme would be operating by year ending 31 March 2019 which was still some time in the future. But as at July 2017 the Company was loss-making. It held illiquid assets and had no cash balance.
97. Mr Gladwin was in discussions with other expensive short term/bridging funders in 2017. In August 2017 he sought to agree a standstill with Lendy until 30 September 2018 that would extend the time for repayment by 12 months and cap or waive the default interest rates. Mr Gladwin believed he had reached an agreement with Lendy/SSSHL in about March 2018, but the terms were not accepted. He considered their refusal to agree his terms to be evidence of a deliberate attempt to undermine the business and obtain it for themselves.
98. On 29 June 2018, Lendy and SSSHL made a formal demand for immediate repayment of the loans and interest. The joint administrators were appointed pursuant to the floating charge on 17 July 2018.

99. In the 2023 witness statement Mr Gladwin explained that he did go to court on 18 July 2018 to try to stop the administration. However, it does not seem that he actually issued any summons, claim or applied for any injunction/interdict to challenge the appointment of the joint administrators.

The Administration

100. The joint administrators, Mr Dounis and Mr Ross, assessed the financial position of the Company. As set out in their statement of proposals dated 10 September 2018, they concluded that the third statutory purpose of realising property in order to make a distribution to one or more secured or preferential creditors was the only viable option. Mr Gladwin's conduct and then Covid resulted in the administration taking much longer than it might otherwise have done. In order to achieve its aim the administration had to be extended beyond the initial one-year period. The administration period was extended by four court orders/interlocutors by the Scottish High Court:
- i) On 10 July 2019, the term of the administration was extended by interlocutor made by Lady Wolffe to 16 July 2020;
 - ii) On 8 July 2020, the term of the administration was extended by interlocutor made by Lord Ericht to 16 July 2021;
 - iii) On 29 June 2021, the term of the administration was extended by interlocutor made by Lord Ericht to 16 July 2022; and
 - iv) On 13 July 2022, the term of the administration was extended by interlocutor made by Lord Harrower to 16 July 2023.
101. Mr Gladwin does not accept the first extension was genuine. He says the interlocutor has been forged and supports this very serious allegation as follows:
- i) the interlocutor is a word document that does not have a wet signature of the judge who was said to have made it;
 - ii) the first extension could not have been obtained/granted because the security was flawed; and
 - iii) he had a witness (unidentified and from whom there is no evidence) to whom he had spoken in 2023 who had recalled a conversation with Mr Dounis in around 2019 prior to the first extension. Mr Dounis is alleged to have told the unidentified witness that the joint administrators could not obtain an extension because one of the secured creditors would not consent. Mr Gladwin raised this for the first time in his submissions. Mr Gladwin had declined the opportunity to advance any further evidence (see Chief ICCJ Briggs order above) and did not explain why this had not been raised earlier. Raising it during his submissions was too late and provided no opportunity for Mr Dounis to respond. But in any event, it was not evidence of anything at all even if the conversation took place. He would still have to prove that the court order was forged.

102. There was not a shred of evidence to support the lack of genuineness of the interlocutor or the very serious allegation that the joint administrators had been involved in forging court documents.
103. Mr Gladwin also challenged the genuineness or at least the effectiveness of the second extension from 2020 to 2021. He alleges that there has been backdating of documents. His reasoning was that Mr Ross resigned from RSM on 12 June 2020. The interlocutor is dated 8 July 2020 and the Companies House form filing the extension is dated 16 July 2020 after Mr Ross had ceased to be employed by RSM. This seemed to be tied up with Mr Gladwin's inability to separate RSM from the joint administrators who act as independent office holders. But Mr Ross was not replaced as joint administrator by Mr Harris until the block transfer order was approved on 31 July 2020.
104. The joint administrators did not consider that Mr Gladwin was cooperating with the administration. He did not accept their appointment was valid and continued to seek to run the business of the estate without reference to them. He says he was doing so in the best interests of the Company and the business but that was not accepted by the joint administrators.

The Petition and the Injunction

105. On 4 September 2018, the joint administrators filed a petition at the High Court in Edinburgh requesting orders under, among other things, sections 234 and 236 of the Insolvency Act 1986 (the "**Petition**"). The Petition set out what the joint administrators' concerns were about Mr Gladwin's conduct and included the following:
- i) failure to provide information regarding the affairs of the Company upon request.
 - ii) continuing to live on the Killean Estate without agreement from the Company, i.e. trespassing.
 - iii) failing to cooperate with the joint administrators and continuing to deal with the Company's funds.
 - iv) there was a specific allegation about a sale of cattle to Mr Gladwin's wife on 12 July 2018 which the joint administrators considered might be a preference and or sale at an undervalue but in any event might be challenged or set aside. Mr Gladwin continues to deny that the sale of the cattle to his wife was inappropriate. The joint administrators are entitled to investigate and potentially unravel transactions of this type even if they occurred before the administration.
 - v) he had purported to transfer £15,000 of hay from the Company to another company, which transaction appeared to be either not genuine or alternatively potentially voidable as an unfair preference.
 - vi) continuing to operate the Company's bank accounts and withdrawing £13,705 after the administration and in any event seeking to continue to exercise management power over the Company without consent.

- vii) seeking to dissuade potential farming tenants by telling them (without authority) that they are unable to be on the land and/or telling them he would be buying it back and/or stating that he would bring more animals onto the land without any authority to do so.
 - viii) alleging that the joint administrators' appointment was defective/challengeable, but without providing any basis for that allegation. The challenge to their appointment had been made by Mr Gladwin's solicitors and was based on complaints against Lendy.
106. Mr Gladwin was simply ignoring the effect of the administration. He was and is unable to disassociate his dissatisfaction with the commercial terms of the loans from the appointment of the joint administrators based on a floating charge securing the loans which the Company had received.
107. On 4 September 2018, Lord Doherty granted an interim interdict (injunction) which restrained Mr Gladwin from dealing with any of the property or assets of the Company and from obstructing any attempts by the joint administrators or their agents to do so.
108. Mr Gladwin did not accept the joint administrators' characterisation of his conduct. In the 2023 witness statement he said that the joint administrators had never taken any action against him. In the 2025 claim said it had not been necessary to take action against him. He characterised the injunction as the usual practice of joint administrators. It is not. The injunction remained in place until 2023. It was discharged and the petition withdrawn on the basis of no order for costs on 14 June 2023.
109. Mr Gladwin issued a summons on 9 November 2018 against Lendy and SSSHL and the Company (in administration) in his capacity as a guarantor. The summons challenged the default interest rates. He did not tell me the outcome of those proceedings.

The Marketing Process

110. In order to progress the administration, the joint administrators invited Bidwells LLP ("**Bidwells**") and Strutt & Parker to provide valuations of the estate. Strutt & Parker suggested a sale price in the range of £4.3 million to £4.6 million whilst Bidwells suggested an asking price of offers over £7.25 million. The valuers indicated a marketing period of 12 to 24 months. The Bidwells' asking price was substantially more than any of the other valuations at that time. There are several valuations in late 2017 early 2018 all closer to Strutt & Parker's sale price some of which were obtained by Mr Gladwin/the Company for the purposes of obtaining refinancing offers. Bidwells were instructed to market the estate. This required Mr Gladwin and his family to cooperate but despite Mr Gladwin's statutory obligation to cooperate and the injunction, his levels of cooperation did not improve. By 31 October 2018 less than two months after the injunction was obtained, the joint administrators' legal advisors were in correspondence with Mr Gladwin's legal advisors complaining about his refusal to accommodate visits from agents.
111. In 2020 Covid intervened. In June 2020, the joint administrators gave notice of their intention to attend the estate with Strutt & Parker. Mr Gladwin's response reflected his

continued refusal to cooperate with the joint administrators or comply with the terms of the injunction:

“I will not be giving any Access to the Killean House, Gate Lodge, Gigha or Cara, The Coach House (Arran, Islay & Jura), The Walled Garden or any of the grounds and Policies within the curtilage of the Killean House. For the avoidance of doubt this includes the main access drive and the rear access drive...”

112. Strutt & Parker took over the marketing in August 2020. Their revised market value of the estate was in the region of £4,300,000. In light of what they described as Mr Gladwin’s “*hostile and obstructive*” approach they proposed a two-phase approach. They would sell those parts of the estate that would have little impact on the overall value giving time to achieve vacant possession of the balance of the estate. Phase one progressed and resulted in sales with a total value of £1,046,923 by 16 July 2021.
113. In September 2021, the joint administrators and Strutt & Parker turned their attention to phase two and the disposal of the balance of the estate. Mr Gladwin continued to prevent Strutt & Parker from accessing the estate. Obtaining vacant possession would take time and they were concerned about the estate assets continuing to deteriorate whilst Mr Gladwin remained in occupation. By now they considered that the sale of the balance of the estate as a whole with vacant possession might achieve something in the region of £3.36 to 3.57m whilst a sale of the balance of the estate in lots with vacant possession might achieve up to £4.2m. However, without vacant possession they considered that the price would be in the region of £2.73m to £3.36m.
114. The joint administrators sought offers. Mr Gladwin made a bid to acquire the balance of the estate into a new co at £3.46m through his legal team. Strutt & Parker sought satisfactory proof of funding which Mr Gladwin was unable to provide.
115. The offers ranged from £3.1m to £4m (the £4m offer assumed vacant possession). On 14 December 2021, Mr Gladwin’s legal advisers told the joint administrators he would not vacate and that he would oppose any eviction proceedings. The letter raised again his concerns about the validity of the joint administrators’ appointment. He did not instigate any proceedings. The balance of the estate was sold on 23 December 2021 to ECL for £3.35 million with Mr Gladwin and his family still in possession. Mr Gladwin believes that ECL are involved in the fraud and conspiracy he alleges although neither they nor Lendy or SSSHL are parties to his claims.
116. Mr Gladwin says he obtained a valuation of £8.5m in August 2018 the details of that valuation or its purpose were not available, but it seemed out of kilter with the other figures. But in any event that is not an offer to buy the estate at any particular price and none were received in that range not even from Mr Gladwin. However, Mr Gladwin therefore considers that the estate was sold at an undervalue but he did not engage with the joint administrators’ evidence about the marketing process as set out above. Nor did he explain how this valuation in 2018 was to be assessed against his own offer to buy back the balance of the estate in 2021 at £3.46m. Nor does this address his own conduct over the period 2018 to 2021 or the impact of Covid. The other problem for Mr Gladwin was that even on the basis of his 2018 valuation the Company was insolvent.

117. As evidence to support his allegations of a wide-ranging fraud Mr Gladwin relies on his own reports to the police in Scotland. In January 2022 Mr Gladwin made a report to the Campbeltown police against ECL for what he says was intimidation and obstruction which appears to be linked to his continued occupation of Killean House. In about July 2022 Mr Gladstone made a report to Clyde Bank police in Glasgow in respect of his allegations of fraud. He says that investigation is ongoing.
118. Despite acquiring the balance of the estate in 2021, ECL did not manage to evict Mr Gladwin and his family until July 2023. Mr Gladwin and his family had remained in unlawful occupation since 2018 and had not made any payments for use and occupation.
119. The realisations from the sales were insufficient to clear Lendy/SSSHL's secured loans. In fact, the sums realised were less than the principal sums borrowed of about £5.9m. The costs of realisation and the expenses of the administration had been increased by Mr Gladwin's conduct, but the value of the realisations had been adversely affected by his failure to vacate and/or pay any use and occupation charges. It appears to me that Mr Gladwin will have had an adverse impact on both the level of realisation and the net realisation available to be paid to SSSHL. SSSHL was secured for a total of £8.772 million and there were other unsecured creditors. There were plainly insufficient funds to enable any other class of creditor to be paid.
120. The administration was concluded and the Company was dissolved. Mr Gladwin had taken no effective action on his own behalf nor sought permission to do so on behalf of the Company whether that was to challenge the validity of the underlying loan agreements or their terms, such as the default interest rates, nor the appointment of the joint administrators. He had taken no action in respect of what he perceived to be shortcomings in the conduct of the administration either before or during the administration despite his current allegations.

Lendy/SSSHL administration

121. On 24 May 2019, nearly a year after the Company went into administration, Lendy and SSSHL were put into administration by a secured charge holder. Partners of RSM but not Mr Dounis, Mr Ross or Mr Harris, were appointed as administrators. Mr Gladwin is unwilling or unable to accept that the joint administrators were independent office holders. He says the connection with RSM is suspicious, creates a conflict of interest and reinforces his wider fraud and conspiracy allegations and created an opportunity for RSM to continue their fraudulent activities. He has not explained how that alleged conflict of interest is said to have manifested itself, the fraudulent activity RSM were said to be engaged in which arose out of that conflict of interest, or the consequences of it.

The Scottish claim

122. Mr Gladwin issued a claim in the High Court in Edinburgh on 5 April 2023 (“**the Scottish claim**”) against Lendy, SSSHL, Mr Dounis, Mr Harris and the Company (in administration). Leave to proceed was refused on 23 April 2023 pending compliance with various procedural rules.

123. Like the later 2023 and 2025 claims, the Scottish claim sought “*to reverse the fraudulent sales and transfers of land title numbers back to Killean Estate Limited*”. It then listed the various heritable properties on the estate. In addition, there were claims for (i) compensation from the joint administrators for the destruction of both the capital and trading value of Killean Estate (ii) compensation and damages for conflict of interest because RSM were the joint administrators of Lendy and SSSHL and the Company (iii) removal of the joint administrators and (iv) various remedies against Lendy and SSSHL relating to the default interest provisions and his personal guarantee. The Scottish claim like the 2023 claim and the 2025 claim set out Mr Gladwin’s allegations of fraud and his claims about the validity of the Lendy and SSSHL loans and consequently his allegations that the joint administrators’ appointment was void and so the transfer of the property titles to ECL was fraudulent and could be unravelled.
124. In so far as the claims related to Lendy and SSSHL they appear to be in substance the same as the earlier summons in 2018. In so far as they related to the joint administrators, they appear to be remarkably similar to those advanced in the 2023 claim and the 2025 claim.
125. On 27 April 2023, Lord Sandison issued a direction which identified three reasons for refusing permission to advance the Scottish claim (i) an action could only be commenced against the joint administrators with their consent or the court’s permission and no application for permission had been made; (ii) the claims appeared to relate to wrongs against the Company and Mr Gladwin would need to apply for permission to advance those claims on behalf of the Company; and (iii) a claim for compensation should be a claim for specific sum with reasonable estimates not sums chosen at random.
126. Mr Gladwin was not to be deterred. Rather than address the shortcomings in the Scottish claim he changed forum. Indeed, he explained that he had been to court in Scotland 3 times and made applications to the High Court against Lendy, SSSHL and RSM (whom he treats as the same as the joint administrators) to prove that the administration was invalid and that there had been “title fraud” but that he had been blocked from pursuing those claims. He confirmed that the 2025 claim was the same claim he had been trying to advance in the Scottish claim. This emphasises the longevity of his behaviour, his persistence and the risk of further claims and applications which I take into account.

The 2023 claim

127. On 13 July 2023, Mr Gladwin issued a claim against RSM accompanied by a two-page particulars of claim (“**the 2023 POC**”) which sought to advance claims that:

“1. The sale and subsequent transfer of the various assets of [the Company] particularly the Land Title of Killean Estate was unenforceable, an order should be made for the land titles (found in SCHEDULE A) to be reversed to the original land title ARG22755, in the ownership of [the Company].

2. Compensation for the destruction of both the capital and trading value of Killean Estate.

1. Compensation for the conflict of interest that occurred when RSM was representing Lendy and SSSHL as well as being Administrator for [the Company].
 2. Compensation for the difference in value due to underselling the Assets of Killean Estate which were valued at £8.5M.
 3. Compensation for all Legal Costs and associated expenses.
 4. Damages and losses to be assessed and estimated in the region of £23M, with the rights reserved to alter the figure as necessary.”
128. Schedule A was the list of properties and claims for compensation included in the Scottish claim. The 2025 Schedule A included the same list of properties but the claims for compensation had moved to the substantive part of the 2025 POC.
129. He also issued an application seeking “*an order for damages ...*”) (the “**2023 Damages Application**”). He filed a witness statement dated 13 July 2023 in support of both the 2023 claim and the 2023 Damages Application (the “**2023 Witness Statement**”).
130. The 2023 claim largely replicated the allegations in the Scottish claim. It alleged that “RSM” sold the estate “*wrongfully*” and “*without following proper processes and procedures under the Receivers and IA Act 1985*” such that “[t]heir conduct amounts to professional negligence”. The claim value was “*estimated to be in excess of £23M*”. The claim was based on an assertion that RSM owed Mr Gladwin a duty of care to “*to act in the best interests of the company and its stakeholders, that being [Mr Gladwin].*”
131. The estate was sold without proper registration of title which was “*an act of fraud and [a] fraudulent land transfer[]*” and was sold at an undervalue as it was valued at £8.5m. He repeated his allegation of conflicts of interest based on his misunderstanding that RSM acted both in relation to the Company and Lendy and SSSHL. This then resulted in a claim for compensation, loss and damage which was expanded on in the 2023 Damages Application which sought damages for Mr Gladwin and the local community caused by RSM’s negligent administration.
132. In support of his allegations that there had been a fraudulent transfer of title, Mr Gladwin relied on the cost of the title indemnity insurance purchased by the joint administrators. The premium had been significant. Mr Gladwin submitted that the existence of the title indemnity insurance coupled with the high level of the premium was evidence that the joint administrators knew and understood that he had a good claim that was likely to be successful. It was nothing of the sort. Given Mr Gladwin’s continued allegations, threatened and actual claims and applications between 2017 and 2021, his stated intention that he intended to seek to set aside any property transfer and his refusal to provide vacant possession it was hardly surprising that (i) the joint administrators and ECL put in place title indemnity insurance or (ii) that the premium was significant. It was just another example of how Mr Gladwin had himself both increased the costs of the administration and adversely affected the realisations. It is certainly not evidence that the joint administrators were involved in and knew they were involved in a complex fraud or conspiracy against Mr Gladwin or the Company.

133. The 2023 Witness statement repeated Mr Gladwin’s firmly held views that Lendy had caused the Company to go into administration so it could take over and destroy the Company. He repeated those same allegations in the 2025 claim and in his submissions.
134. On 27 July 2023, RSM invited Mr Gladwin to withdraw the 2023 claim (with no adverse costs consequences) but he did not agree to do so. On 15 August 2023, the parties agreed the terms of an unless order which provided an opportunity to address the deficiencies RSM had highlighted in the 2023 claim. He had to file amended points of claim and any associated insolvency applications by 4pm on 5 September 2023 and in default the claim would stand struck out without further order.
135. On 29 August 2023, Mr Gladwin applied to join Mr Dounis, Mr Harris and Mr Ross to the claim on the basis they were under the control of or employed by RSM (“**the 2023 Joinder application**”). The 2023 Joinder application was accompanied by points of claim. The points of claim had a number of procedural defects including that it had no statement of truth and made unparticularised allegations of fraud, breach of a duty, a failure to keep Mr Gladwin informed of the sales process and in addition claims related to “*slandorous remarks and libel*”, “*lost and damaged property*” and of course his claims about “*RSM’s conflict of interest*”, and claims in negligence.
136. The points of claim repeated allegations previously made in the Scottish claim, including that the security granted in favour of SSSHL was “*null & void (void ab initio)*”; that the joint administrators “*were under the collective control or employment of RSM*”; and that the sale of the Killean Estate “[d]espite being alerted to the defective documentation on numerous occasions” was “*an outright fraudulent act committed by RSM*”.
137. The defendants explained to Mr Gladwin why they considered he had not complied with the unless order and that his claim was struck out.
138. On 25 September 2023 Mr Gladwin made an application to rely on amended points of claim, an amended schedule A and a schedule of damages in table form – these documents included statements of truth and further details about his claims but did not address the more fundamental deficiencies which RSM had identified (“**the 2023 Amendment Application**”).
139. A 1-day hearing was listed on 3 October 2024 to determine the status of the 2023 claim and the 2023 applications. Mr Gladwin was represented by solicitors and counsel in the 2023 claim from December 2023 until September 2024 but did not change course. Mr Gladwin filed a notice of change shortly before the 3 October 2024 hearing, he explained that he felt he had been let down by his former solicitors. He applied to adjourn the 3 October 2024 hearing saying that Mhairi Richards KC had agreed to represent him, but she confirmed that she had not even been approached.

3 October 2024/2 December 2024

140. On 3 October 2024, ICC Judge Barber determined that the 2023 claim stood struck out for failure to comply with the unless order and dismissed the 2023 Damages Application, Joinder Application, Amendment Application, and Adjournment Application. She explained she would provide her written reasons separately. ICC Judge Barber handed down the 2023 Judgment at the consequentials hearing on 2

December 2024. She extended the time period for any application for permission to appeal until 21 days after the consequential hearing. Mr Gladwin's fundamental complaint (and the reason for pursuing the 2025 claim) was that as a consequence of the 2023 Judgment his substantive claim has not been determined and that was not justice.

141. The 2023 Judgment provided reasons for (i) the dismissal of each of the 2023 applications and (ii) considered the merits of the 2023 claim including highlighting some fundamental procedural and legal flaws - many of which had been highlighted by Lord Sandison in his 27 April 2023 direction in respect of the Scottish claim.
142. Mr Gladwin ignored both the guidance and directions provided by Lord Sandison and the 2023 Judgment and had failed to address the very fundamental difficulties which his claim against RSM and the joint administrators faced when he issued the 2025 claim. It is simply not good enough to say I am a litigant in person and want justice. Neither avoids the need to comply with rules and practice directions and neither avoids the need to be able to set out a legally coherent and recognisable claim against these defendants which had to be proved with evidence not speculation and supposition.
143. On 2 December 2024, ICC Judge Barber delivered two costs judgments. Mr Brown relies on the content of costs judgments and the 2023 Judgment as providing evidence to support the defendants' application for an ECRO (see below).
144. Mr Gladwin told ICC Judge Barber that he had secured a £20 million loan facility to fund proceedings but that it would take three months for the application process to be completed. He failed to produce any evidence to support this contention as noted by ICC Judge Barber in her second costs judgment. She ordered him to pay £95,860.70 on account of costs by 4pm on 23 December 2024, he did not do so and that sum remains outstanding.
145. The joint administrators relied on the alleged funding as further evidence that Mr Gladwin was making things up and in support of the ECRO. Mr Gladwin says it was not untrue because at that time he was working with someone on a proposal that would involve taking action to recover the estate.
146. Mr Gladwin did not wait for the 2023 Judgment but applied for permission to appeal on 17 October 2024 (**CH-2024-000252**). He served the application on RSM together with an unsealed further application also dated 17 October 2024 seeking an order to restore the Company to the register ("**the first Restoration Application**"). Mr Gladwin served the first restoration application on RSM on 8 December 2024. RSM had directed Mr Gladwin to resources that would have assisted him in understanding the shortcomings in the first restoration application. On 16 December 2024, he was told by the court that he had made the first restoration application in the wrong place and that it should be directed to CCCL (the County Court sitting at Central London). He ignored this making the late second restoration application within the 2025 claim.
147. Bizarrely on 2 December 2024, Mr Gladwin made an application for a transcript of ICC Judge Barber's judgment at public expense. The application simply made no sense and unsurprisingly, on 27 January 2025, Mr Justice Fancourt made an order dismissing the application and certifying it as TWM (the "**Fancourt Order**") The reasons given were "*the Judge had indicated on 3 October 2024 that she would give reasons in writing for*

her decision at a later date. The Appellant issued his application for a transcript at public expense on the same day that the Judge provided a written judgment.”

148. On 2 January 2025 Mr Gladwin issued an application within Claim Number CH-2024-000252 but filed in the struck out 2023 claim for permission to bring a claim against the former joint administrators relying on the evidence he had filed in support of his appeal.
149. On 12 December 2024, Mr Gladwin applied for permission to appeal the costs orders (**CH-2024-000300**). Mr Justice Meade considered both permission applications on 14 October 2025 and made an order refusing both applications for permission to appeal (the “**Meade Order**”). Mr Justice Meade’s reasons recorded that “*The ICC Judge was clearly correct to conclude that the claim was automatically struck out by operation of the Court’s previous order. The contrary is not even arguable.*” concluding at paragraph 6 saying “*the strike out appeal therefore has no prospect of success*”. And consequently, that in relation to the costs orders “*the decision of the ICC Judge is plainly correct or at the very least a reasonable one in the circumstances*” and described many of the points raised by Mr Gladwin as being “*inappropriate attacks on the merits of the strike out*”.
150. Mr Gladwin has asked to renew his applications for permission to appeal at an oral hearing which is waiting to be listed.

The 2025 claim

151. On 31 October 2025 and without notice to the defendants, Mr Gladwin issued the 2025 claim which was accompanied by (i) the 2025 POC; (ii) the 2025 Schedule A dated 1 November 2025; and (iii) the 2025 witness statement. The defendants to the 2025 claim were RSM and the joint administrators. Mr Gladwin had made no attempt to address the deficiencies in his claim as identified in the 2023 Judgment and there was no evidence of any cross check or critical audit having been undertaken to establish that there was a complete cause of action advanced against the right defendants.
152. There remained a fundamental flaw in the 2025 claim. The legal position remains as set out in the 2023 Judgment that there is no juridical basis for advancing the claim against RSM. Neither Mr Gladwin nor the Company had any legal relationship or nexus with RSM. The 2023 Judgment at [48] explains why RSM are not a proper party and why the claim against them should be struck out.
153. Mr Gladwin’s misguided attempt to argue that there was a conflict of interest because the joint administrators appointed to Lendy and SSSHL in 2019 were also partners of RSM remains just that - misguided. Changing the wording of the claim from “under the control of or employed by RSM” in the 2023 claim to “under the banner of” RSM in the 2025 claim did not improve the position. He did not attempt to explain what this might mean and what the consequences might be or how it provided a legal basis for a claim against RSM. RSM were not the joint administrators of the Company nor the administrators of Lendy or SSSHL and never had been.
154. The claim against RSM should not have been made at all but should certainly not have been made a second time in the 2025 claim. Nothing in Mr Gladwin’s submissions or

the 2025 claim changed that position. That would be enough to strike out the claim against RSM under CPR 3.4 (2) (a), (b) and (c) and to certify it as TWM.

155. The joint administrators are defendants in the 2025 claim. Mr Gladwin did not obtain permission to issue a claim against the joint administrators pursuant to paragraph 75(6) Schedule B1, IA 1986 despite knowing that it was necessary to do so. This had been explained to him by Lord Sandison in the Scottish claim and in the 2023 Judgment. He had even issued an application within the appeals in the 2023 claim. He did not provide any explanation for his failure to seek permission in advance of issuing the 2025 claim.
156. Any application for permission would have to have demonstrated that the proposed claim against the joint administrators was reasonably meritorious and that there was a possible benefit to the Company's insolvent estate for the benefit of the creditors (*Katz v Oldham* [2016] BPIR 83).
157. I have considered the nature of the claim Mr Gladwin seeks to advance against the joint administrators throughout this judgment and for the reasons set out in it I am satisfied that he has not identified any credible grounds for bringing a claim against the joint administrators let alone a meritorious one for misfeasance or at all bearing in mind in particular their duty to the creditors. It would not therefore meet the merits threshold for permission under paragraph 75(6) and permission would not have been granted. Mr Gladwin would not therefore have been in a position to advance the claim against the joint administrators.
158. But in any event even if he had overcome the merits threshold there is no conceivable benefit to the claim for the insolvent estate of the Company and its creditors. The secured creditor shortfall is in excess of £5m with unsecured creditors of £1.38m which provides an indicative shortfall of £6.38m. It would only be if all of those liabilities and any associated costs and expenses were or might have been met that there might conceivably be some ultimate benefit to Mr Gladwin as a contributory/shareholder.
159. For that there has to be some credible/meritorious basis for a potential claim and the prospect of recovery/benefit based on the alleged misfeasance of something well in excess of the £6.38m to provide any grounds on which the court might consider there to be any benefit to the claim. Although Mr Gladwin believes that his claims have a value of in excess of £40m there is no credible basis for his damages claim. It is not based on any evidence or sound financial footing or business plan. And Mr Gladwin really ought to have had such documents since he had been trying to refinance the estate and then to buy it back from the administrators.
160. The following simple example extracted from the schedule of damages begins to demonstrate the artificiality of the figures. Mr Gladwin assesses and claims the Company's trading loss as at 18 September 2023 at £2.3m. This figure is calculated by taking the trading profits in the 15 months to 31 March 2017 at £464,297 rather than the operating profit of £256,194 or the loss of £691,000 treating it as an annual figure and multiplying it by 5 years. It is quite obviously arithmetically the wrong figure, but the schedule of damages makes no allowance for any deduction for the trading or operating costs of the business such as the costs of borrowing.
161. The schedule includes figures which Mr Gladwin considers to be past damages such as the loss of operating profit set out above between 2018 and 2023 together with interest

at judgment rate at approx. £16m. However the future losses – the bulk of the schedule reflects 20 years of future damages calculated at in excess of £95m of which he seeks 1/3rd. It is this figure added to the £16m figure that provides his figure for damages. Those future figures include for example the income from 100's of holiday houses and cottages he had intended to develop if he retained the estate and the income but not the cost of numerous other projects he had hoped to develop.

162. ICC Judge Barber described it as “make believe”. I agree, it is utterly fanciful and based on nothing at all. Mr Gladwin’s “Claimant’s Schedule of Damages” was based on projected figures for various projects that Mr Gladwin hoped to develop and then receive income from over the next 20 years without any allowance for the costs of those developments and the costs of running the estate or the risks associated with those long-term projects.
163. Mr Gladwin’s understanding of the potential success of the business was at odds with reality (see above) whatever he considered to be its future prospects. He has provided no credible evidence that there would be any benefit to the Company, its creditors or him. For the very same reasons he would have failed in any application to restore the Company even if advanced in the right place. There was no conceivable benefit to the Company or its creditors in restoring it.
164. Even with the benefit of more documents and fuller submissions I am even more firmly persuaded that the position remains as set out in the 2023 Judgment at [50] to [53].
165. Mr Gladwin does not have permission to pursue a claim against the joint administrators. For the reasons set out above I would not have granted him permission. The 2025 claim was not and is not meritorious and would provide no benefit at all. It would be an expensive and pointless waste of time and costs.
166. That would have been enough to strike out the claim against the joint administrators under CPR 3.4 (2) (a), (b) and (c) and to certify it as TWM.
167. But even if there were some basis on which Mr Gladwin could overcome the problem raised by the identity of his defendants as set out in this judgment the wide-ranging allegations made in the 2025 claim had not improved for being made again and were not just substantially the same as the 2023 claim but are identical save that Mr Gladwin now sought to advance his claim in criminal fraud arising under the Fraud Act 2006 which is not a civil cause of action. Advancing the claim under the Fraud Act 2006 did not change the essential substance of the allegations he was making.
168. Mr Gladwin’s case remained that there is a wide-ranging multi-party fraud and conspiracy commencing in 2016 the ultimate effect of which was that he was defrauded of the Company which was itself defrauded of its assets. Given the inherent unlikelihood of a complex and multi-layered fraud it was for Mr Gladwin to set out in a coherent and legally recognisable way, identifying the particular form of civil fraud or dishonesty he was alleging, setting out the different elements of the particular form of civil fraud he was advancing, identifying the primary facts he relied on and fully particularising it. He has failed to articulate any recognisable civil fraud claim or provide primary facts, evidence or documents that provide a shred of evidence of the existence of the wide-ranging fraud he alleges let alone any evidence that any of the defendants against whom he has issued the 2025 claim had any involvement in it.

169. I listened carefully to Mr Gladwin's submissions, but he has been unable to persuade me that he has identified a claim which he could advance against these defendants for fraud and/or conspiracy even if he had not managed to yet articulate it in his claim.
170. There is simply no evidence advanced by Mr Gladwin that supports his allegations. Mr Gladwin's case theory is not even supported by the "facts" on which he has relied. For the most part the "facts" are not facts at all but speculation, supposition or just a misunderstanding. Where they are facts, they are not facts which support any of his allegations against these defendants. The claim advanced by Mr Gladwin both in the 2025 claim and in his submissions does not disclose any reasonable grounds for bringing a claim against these defendants.
171. The allegations are based on a fundamental misconception of the law and inappropriately directed at these defendants. In so far as there ever was a claim in relation to any alleged issues raised about the terms of the loans and/or the imposition of the default interest rates that was a claim that the Company/Mr Gladwin should have advanced against Lendy or SSSHL and/or may have been a basis on which to challenge the validity of the appointment of the joint administrators in 2018. It is not a basis on which to make a wide-ranging allegation of fraud and conspiracy against the joint administrators without any proper legal or factual basis for doing so many years after the events in question and long after they have been discharged. The claim itself is devoid of merit and discloses no reasonable grounds for bringing it and should be struck out under CPR 3.4 (2) (a).

Abuse

172. Mr Gladwin's submissions did not engage with the substance of the Application or any of the shortcomings in the 2025 claim. He did not engage with why he had pursued the 2025 claim in the manner he had notwithstanding the 2023 Judgment and the guidance provided in relation to the Scottish claim. He had not read Mr Brown's skeleton argument which would have provided him with a framework against which to make his submissions.
173. He submitted that RSM and others were using court procedures to avoid discovery of their fraud. He considers that Application is part of that process and that it is being advanced to avoid answering his allegations and to prevent the evidence of the defendants complicity in the alleged fraudulent activity surfacing. He explained to me that if he were barred from any further action then he would not obtain justice. He explained that if the true facts came out the defendants had no defence and they would lose.
174. He relied on *Thakhar v Gracefield Development Ltd and Ors* [2019] UKSC 13 for the proposition that there is no finality with fraud and that fraud unravels all. But this does not help him as he first needs to identify and set out a fully particularised coherent and legally recognisable claim in fraud against these defendants. He has not done so.
175. Mr Gladwin submits that the 2025 claim is not an abuse as he continues to uncover new evidence of the fraud which supports his claim. This new evidence included the late additional Companies House documents which have been publicly available since they were filed between 2016 and 2023 and the 2020 discharge on which he received legal advice in February 2023. This is plainly not new evidence at all and certainly not

evidence that he could not reasonably have obtained or known about at the time he issued the Scottish claim or the 2023 claim. This does not provide any basis let alone a good basis for continuing to advance claims in the same or substantially the same form as those that have already been struck out and without a coherent and properly recognisable cause of action against these defendants.

176. The reasons for striking out the claim under CPR 3.4(2)(a) come back into account and overlap with the reasons for striking out the claim as abusive under CPR 3.4 (2) (b). The claim against RSM and the joint administrators should not have been made at all and it was abusive to do so but should certainly not have been made a second or third time in the 2025 claim. Nothing in Mr Gladwin's submissions or the 2025 claim changed that position. It is abusive as an adjunct to CPR 3.4(2) (a) as being an incoherent claim wrongly advanced against these defendants which is hopeless and unwinnable such that allowing any part of it to continue would be a waste of the court's resources and time.

Abuse and *Henderson v Henderson*

177. Simply trying again in the hope of getting a different result is abusive of the court's process and weighs particularly heavily against Mr Gladwin. Allowing him to have yet another go would not be consistent with the overriding objective to deal with claims justly and fairly as between the parties and adds to the unreasonable, misguided and persistent nature of his conduct when considering the question of an ECRO.
178. The 2025 claim is abusive not only because it would be an attempt to have another go at pursuing the same or similar claim as the 2023 claim but also because it was a collateral attack on the 2023 Judgment. Mr Gladwin sought permission to appeal in the 2023 claim but that has so far been unsuccessful. The proper course if he was dissatisfied with the outcome of the 2023 Judgment was to appeal as he did. It is abusive to use the 2025 claim as a means to get around or seek to overcome an adverse judgment and a refusal of permission to appeal to have another go.
179. Although Mr Gladwin's 2023 claim was only issued against RSM it included the 2023 joinder application and was in all material respects the same claim as the 2025 claim. It was being brought against the same parties, involved the same Company, the same allegations of fraud in particular the allegations of "title fraud" and undervalue. Mr Gladwin seeks to distinguish the claims on the basis that the 2023 claim was in negligence (though it included fraud allegations) whilst the 2025 claim is in criminal fraud. It is the substance not the label that the court considers and the substance of the two claims (and the Scottish claim) and Mr Gladwin's intended outcome were the same.
180. Mr Gladwin had not of course limited himself to the 2023 claim, as set out above he had pursued Lendy and SSSHL in relation to the default interest rates in 2018. The Scottish claim raised the same allegations of fraud as he sought to pursue in the 2023 claim and the 2025 claim. Whilst he has not always included all the same defendants or all the same allegations in all of his attempts to pursue his claims that does not change the abusive nature of the 2025 claim. And just because the 2023 claim was ultimately struck out for procedural failings does not mean that Mr Gladwin had not advanced the same or substantially the same claim in the 2023 claim as in the 2025 claim.

181. Standing back the 2025 claim is plainly abusive. Mr Gladwin is having another go. Indeed, he accepted as much in his submissions. He just does not accept that he has yet had a fair go. This is his second or third or perhaps even fourth attempt across two different jurisdictions to advance the same or substantially the same claims.
182. The abuse in this case is not only that he is vexing the same defendants more than once with hopeless claims but also forum shopping. The forum shopping adds an additional element of persistence, abuse and risk and particularly where some of the claims had the additional problem that they should not have been made in this jurisdiction at all.
183. The 2025 claim is abusive: because it amounts to a collateral attack on the 2023 Judgment. Even if not precisely a collateral attack on the 2023 Judgment it is undesirable forum shopping given the Scottish claim. It is certainly *Henderson v Henderson* abusive in light of the 2023 claim and 2023 Judgment, the Scottish claim and Lord Sandison's 27 April 2023 direction.
184. The 2025 claim is therefore struck out in addition on a free-standing basis under CPR 3.4 (2) (b) as an abuse.

Procedural Strike Out

185. Mr Gladwin's claim is also liable to be struck out under CPR 3.4(2) (c). Mr Gladwin has failed to comply with numerous of the procedural rules, practice directions and statutory requirements to enable him to advance his claim:
 - i) The claim form fails to provide an address for service for Mr Gladwin that meets the requirements of the CPR. He has provided a serviced office or PO box address. That is not where he lives or works.
 - ii) He did not serve the claim form in accordance with the procedural rules.
 - iii) There was arguably a jurisdiction issue though the point was not taken.
 - iv) He has pursued a claim against the joint administrators without permission to do so in breach of the requirements of the Schedule B1 IA 1986.
 - v) RSM should never have been a defendant.
 - vi) The 2025 claim and 2025 POC do not comply with the provisions of the CPR in relation to the contents of the particulars of claim in particular CPR PD 16.
 - vii) He has failed to pay the adverse costs order in the 2023 claim before advancing the 2025 claim.
186. These procedural failings substantially overlap with whether the 2025 claim discloses any reasonable grounds for bringing the claim (it does not) or is an abuse of the court's process (it is). And is also a factor when I come to consider the exercise of my discretion.
187. I have considered the overriding objective and the need to deal with matters justly, fairly, efficiently and at proportionate cost. But this includes the impact on and prejudice to the defendants not just Mr Gladwin. Whilst Mr Gladwin feels strongly that

he has been wronged and that he has not had justice that has to be weighed against the nature of the claims he seeks to advance which are unmeritorious and abusive as set out above. Here he has advanced serious but unevidenced allegations of misconduct and fraud against the joint administrators and a claim against RSM for which there is no legal basis.

188. There is considerable prejudice to these defendants continuing to be vexed by unmeritorious claims making very serious entirely unsupported allegations of serious misconduct. The joint administrators may be office holders and professional men but that does not absolve Mr Gladwin's conduct in any way. It is not just, it is not fair, and it is not reasonable for them to have to be faced with the allegations made by Mr Gladwin.
189. It is a waste of resources for all parties and a waste of the court's valuable and limited resources to allow this claim to continue. It adversely affects other court users by taking up valuable court resources that could otherwise be used for other claims. It is neither unjust nor unfair to strike out the claim. Mr Gladwin should not have issued the 2025 claim at all and certainly not in the form he did.
190. I am satisfied that in the exercise of my broad discretion it is consistent with the overriding objective to strike out the claim and there is no reason to make a different order.
191. I am satisfied that not only should the claim be struck out but that it is and always was TWM.

SUMMARY OF CONCLUSIONS ON STRIKE OUT

192. Having carefully considered the matters raised by Mr Gladwin and applying the legal principles set out above, for the reasons set out in this judgment I have concluded that in the exercise of my broad discretion and consistent with the overriding objective, good case management and in dealing with his claim justly, fairly, efficiently and proportionately as between the parties it should be struck out under CPR 3.4(2) (a) to (c) and marked TWM.
193. The claim discloses no reasonable grounds for it, under CPR 3.4(2)(a).
- i) There is no legal basis at all for any claim against RSM. There is no nexus. They should not be parties;
 - ii) There is no application for and no permission to bring a claim against the joint administrators, Mr Dounis, Mr Ross and Mr Harris pursuant to the IA 1986, Schedule B1 Administration, paragraph 75(6). Mr Gladwin knew he needed permission (see below). Absent permission no claim can be advanced against the joint administrators. They cannot and should not be parties;
 - iii) Any such permission application would have to identify some meritorious basis for bringing the claim and some benefit for the Company's insolvent estate. For the reasons set out in this judgment (and as set out in the 2023 Judgment) even if such an application had been made it was bound to fail so the possibility of such an application does not save the claim.

194. The claim therefore cannot be advanced against these defendants and that of itself would be sufficient to dispose of it under CPR3.4(2)(a). But that is exacerbated in circumstances where this was the second attempt to do so in this jurisdiction and at least the third attempt overall. It was plainly abusive under CPR 3.4(2) (b) and TWM.
195. However, in any event:
- i) This claim is incoherent, vague and does not make any legal sense and is based on a fundamental misconception of the law as well as being inappropriately directed at the defendants. The claim seeks to advance a civil claim based on the Fraud Act 2006 but does not advance any recognisable claim in civil fraud. Trying to reframe the claim as one in criminal fraud does not change that analysis and does not help his civil claim. There has been no attempt to comply with the rules of pleading in relation to fraud and there is a very real lack of any particularisation of the alleged fraud. The apparent facts relied on, which are not in any event pleaded, are rarely facts at all but a mix of speculation, supposition and inference without any evidential or documentary support and no sound base. Where there are some facts – those facts even if true do not support the claim which Mr Gladwin seeks to advance against these defendants. It is hopeless and unwinnable. Allowing any part of it to continue would be a waste of the court’s resources and time.
 - ii) Further at least in relation to the fraud allegations concerning the title to the estate’s heritable property in Scotland, it appeared to me that even if Mr Gladwin were to be able to identify a coherent, recognisable claim against someone he was likely to be in the wrong jurisdiction.
196. The claim is abusive and is also struck out under CPR 3.4(2)(b).
- i) The failure to advance a coherent and legally recognisable claim is itself an abuse of process. The factors relied on under CPR 3.4.(2) (a) in relation to the defendants and the manner in which the claim has been advanced and its content come back into account as part of an overall consideration of abuse and would be sufficient to strike out the claim as abusive.
 - ii) However, in this case the substance of the claims and arguments raised in the 2025 claim, on any reasonable analysis, are either the same, or the same in substance, as those raised in the 2023 claim or which ought to have been raised in the 2023 claim. The connection and overlap between the issues raised in both claims is clear and obvious. This is an attempt to have another go. It is at least a second bite at the cherry. However, disappointed Mr Gladwin was with the 2023 Judgment having another go is also a collateral attack on that 2023 Judgment and abusive for that reason too. That is also sufficient for me to determine that the 2025 claim is abusive.
 - iii) But in addition, it also appears that the 2025 claim is substantially the same as the Scottish claim issued in April 2023. The apparent attempt at forum shopping between Scotland and this jurisdiction provides further support for a strike out on abuse grounds, the TWM certification and the ECRO.

197. None of the claims, arguments or allegations advanced by Mr Gladwin were new. Either he had in fact raised them before and/or he could have raised them before. This was either because he already knew about all the relevant facts and matters, he relied on or could have known about them. The submission that he had only recently discovered “new evidence” and/or was constantly uncovering new evidence simply did not stand up to scrutiny (see below). Trying to reframe the claim as one in criminal fraud does not change that analysis. The 2025 claim is therefore *Henderson v Henderson* abusive as well. To use the phrase from the authorities these defendants should not be further vexed.
198. The claim is also struck out under CPR 3.4(2)(c) for a failure to comply with court rules and practice directions.
- i) There have been multiple failures to comply with rules and practice directions. In some circumstances each of the separate failings might not of themselves have amounted to sufficient to strike out the claim in their own right. However, in this case, the cumulative effect of the failures would have been sufficient to justify striking out the claim on their own but in any event provide additional substantial support for the other two grounds.
 - ii) Many of the failings identified under CPR 3.4(2) (a) and (b) are also failures to comply with the rules and practice directions and therefore come back into account under this sub-section.
 - iii) These failures include (i) making RSM a defendant at all; (ii) failing to obtain permission to advance the claim against the former joint administrators; (iii) failing to provide an address for service which complies with the rules, failing to obtain permission to serve out of the jurisdiction notwithstanding that the defendants have not taken that points (iv) the failure to comply the requirements of CPR PD 16 which provides clear guidance on the particular requirements for fraud.
199. Further the failure to pay the adverse costs orders in the 2023 claim is also a failure to comply with rules and practice directions and can be added to the factors which the court takes into account whether as a procedural failure or on the basis that it is abusive to issue a further claim for the same relief without paying the outstanding costs order. It would certainly be a discretionary factor.
200. Ultimately whether to strike out a claim is an exercise of discretion. All of the matters considered in this judgment come back into account when considering that exercise of discretion consistent with the overriding objective and where the balance lies between the parties. Whilst the court should exercise that power sparingly, where, as here, Mr Gladwin has already had several opportunities to advance a coherent, recognisable claim but has failed to do so but instead has persisted in advancing incoherent and unsustainable claims against RSM and the joint administrators, the balance weighs heavily against providing him with any further latitude or opportunity to address the fundamental deficiencies in his claim.
201. I do not consider it consistent with the overriding objective good case management to allow this claim to continue. The prejudice of allowing this case to continue is not only prejudice to the defendants, who would have to incur further costs in seeking to defend

a hopeless claim and/or a claim to which they should never have been a party but is also a prejudice to Mr Gladwin. These proceedings are hopeless, and Mr Gladwin's own legal assessment of his rights is equally hopeless and will continue to fail. His persistence in pursuing his claims despite adverse decisions because he believes that he is entitled to justice is divorced from reality.

202. When considering whether Mr Gladwin should be entitled to continue to pursue his hopeless claims against these defendants I also have to keep in mind the use of the court's time and resources which would continue to be taken up by this claim. Mr Gladwin has already taken up significant court time and resources, as well as his own – across two jurisdictions. It is not consistent with the overriding objective to allow him to continue to do so unchecked. It is not fair on the defendants; it is not fair on other court users; and if Mr Gladwin reflects on it and is honest with himself – it is not fair on him (or his family). It is certainly not reasonable or proportionate or consistent with the overriding objective to allow him to do so.
203. The defendants succeed on the Application, and **the claim is struck out pursuant to CPR 3.4 (2) (a), (b) and (c).**
204. I further find that **the claim to be TWM and I certify it as such.**

ECRO

205. I have set out the legal principles that apply to consideration of an ECRO above. I have now certified three of Mr Gladwin's applications as TWM and also struck out the 2025 claim and certified it as TWM to which can be added the Fancourt J order. On any basis the court is in a position to consider whether to make an ECRO and must consider it under CPR 3.4(6) having certified the 2025 claim as TWM.
206. Mr Brown fairly acknowledges that at the time the Application only the Fancourt J order had a TWM certification. He and Ms Leung have set out in some detail (as below) the findings they rely on in the 2023 Judgment, the costs judgments and elsewhere to satisfy me that the 2023 claim, the 2023 Applications and other applications were all in fact synonymous with TWM findings.

From the 2023 Judgment

207. At [41] when considering the Denton criteria "*in my judgment, a case in which... the court would be able to see, without much investigation, that if reinstated, the Claimant's claim would be bound to fail.*"
208. At [47] Mr Gladwin "*can have no conceivable claim against RSM because it does not stand in any relevant juridical relationship with him...the claim against RSM is hopeless*". This is a particularly telling passage since Mr Gladwin ignored it completely when issuing the 2025 claim against RSM demonstrating a failure to accept the legal position and a persistence and high level of risk in terms of further claims. ICC Judge Barber found that the 2023 Damages application was bound to fail for the same reason at [49].

209. The 2023 claim and the 2023 Damages Application “*were flawed both procedurally and substantively*” [17].
210. The 2023 Joinder Application and the 2023 Points of Claim “*were still defective however, in that they did not set out with full particularity the legal and factual basis for the relief sought, made serious and unparticularised allegations of fraud, and did not bear a CPR compliant statement of truth.*” [20].
211. A “further problem” with the claims against the Joint administrators was that “*the Claimant wished to join as defendants to the Claim were former joint administrators of the Company who had already been discharged from liability under paragraph 98 of Schedule B1 to the Insolvency Act 1986. ... Whilst, in principle, an application raising complaints against a former administrator can still be made under paragraph 75 of Schedule B1 after their discharge in appropriate circumstances, any such application requires the permission of the court (paragraph 75(6)). The Claimant had not applied for such permission.*” [21].
212. “[T]he Claimant failed to comply with the Unless Order dated 15 August 2023, in that he failed by 4pm on 5 September 2023: (1) to file amended points of claim bearing a statement of truth and setting out with full particularity the legal and factual basis for the relief sought, against the correct defendants; (2) to file an application to amend the claim form and join the correct defendants; and (3) to file an application pursuant to paragraph 75(6) of Schedule B1 to the Insolvency Act 1986 for permission to bring proceedings against the former joint administrators.” [29]
213. applying the criteria outlined in *Denton v TH White Ltd* [2014] EWCA Civ 90, “*this is, in my judgment, a case in which, in a Denton context, the court would be able to see, without much investigation, that if reinstated, the Claimant’s claim would be bound to fail.*”. [42]
214. The 2023 claim was bound to fail because “*Dealing first with the [2023 claim]: the only defendant to the [2023 claim] is RSM. The Claimant can have no conceivable claim against RSM, because it does not stand in any relevant juridical relationship to him. RSM has never owed any kind of duty to the Claimant, nor has RSM ever infringed any of the Claimant’s rights. RSM was not ever an administrator. As such, the claim against RSM is hopeless.*” [48]
215. The 2023 Joinder Application failed:
- i) because “as the [2023 claim] has been struck out, there are no live proceedings to which Messrs Dounis, Harris and Ross could be joined as parties” [50] and also alternatively: because no application for permission to bring a misfeasance claim against the discharged Joint administrators had been made under paragraph 75(6) of Schedule B1 to the Insolvency Act 1986 [50];
 - ii) because the Claimant would not have been permitted to bring a misfeasance claim as a contributory as he was clearly “out of the money” “*unless the court was prepared to entertain his various schedules of damages, which were not supported by evidence and were plainly essays in make-believe*” [51];

- iii) because an application for permission to bring a misfeasance claim against discharged joint administrators would in any event “*be bound to fail as it would not pass the threshold requirements set out in Katz v Oldham [2016] BPIR 83*” [52];
 - iv) because “the Claimant has no standing outside of paragraph 75 of Schedule B1 to bring a claim against the joint administrators under common law” [53].
216. The 2023 Amendment Application “*suffer[ed] from the same fundamental flaws*” as in relation to the 2023 claim and the 2023 Joinder Application [54], and in any event permission to amend would not have been given because:
- “The proposed pleading is not coherent and properly particularised. It is also not supported by evidence which establishes a factual basis for the allegations. In addition, on any realistic analysis, the Claimant is so far ‘out of the money’ that he would have no pecuniary interest in the proceedings in any event.”* [59]
217. The defendants have also extracted findings from the 2023 costs judgments which they say are also synonymous with a finding that the 2023 claim and 2023 applications were TWM:
- i) “*A particular exacerbating factor*” was the serious reputational allegations which involved allegations of fraud that require “*an extremely cogent evidential basis and proper particulars*”, but in support of which the Claimant had never “*properly particularised his case*” [24]-[25].
 - ii) “*I also take into account the complete lack of reality and vexatious nature of the Claim and the related applications. ...The Claimant has shown himself to be quite obdurate in his determination to push on, notwithstanding several attempts, both in open correspondence from the Defendants’ solicitors, and in my written judgment thereafter, to set out in clear terms the various problems with the Claim and each of the related Applications.*” [30]-[31]
 - iii) “*Notwithstanding the foregoing, the Claimant has still appeared before me today maintaining that, if only he can get to the appeal court and go through the material that he wishes to seek permission to rely upon at that stage, he will win hands down on everything. Anyone who paused to read and reflect on the written judgment that I have just handed down would recognise immediately the utter lack of reality about the stance that the Claimant has adopted.*” [32]
218. All these findings were equally applicable to the 2025 claim which I have certified as TWM. Not only have the defendants been at least twice vexed by Mr Gladwin but so has the court. I have read the 2023 Judgment and the costs judgments in full, and I am satisfied that these extracts provide a fair presentation of the findings made in those judgments. I am satisfied that the 2023 claim and the associated 2023 applications were synonymous with and could have been certified as TWM at the time. I treat them as further support for the ECRO on that basis.
219. I have throughout this judgment made findings and highlighted conduct on the part of Mr Gladwin which evidenced his lack of perspective, his persistence and the risk of

him pursuing further unmeritorious claims and applications if not restrained which all weigh against him when I am considering whether to make an ECRO.

220. In addition, I take into account as part of the overall background when considering the risk that Mr Gladwin poses and his persistence the manner in which he has resisted the administration of the Company. I also take into account his willingness to (i) make very serious unsupported allegations against these defendants and (ii) to allege on no evidential basis at all that, for example, court documents have been forged or are not genuine.
221. He has pursued his fraud and conspiracy theory relentlessly and across jurisdictions and has not been deterred by adverse findings or orders and has not paid the adverse costs orders made against him.
222. His continued failure to comply with rules and practice directions and his failure to pay adverse costs orders adds to the risk. Whilst compliance would not have made a bad claim good it would have reduced the level of concern I have about Mr Gladwin's lack of perspective, and the risk of his persistence if not restrained by the court.

CONCLUSIONS ON ECRO

223. I am satisfied that there is evidence of considerable persistence over a number of years and that there is a high risk that Mr Gladwin will issue further claims and make further applications against these defendants arising from substantively the same facts and matters he relies on in the 2025 claim. I consider that the substance of the Scottish claim, the 2023 claim and the 2025 claim coupled with the applications in those claims are clear evidence of that persistence. As set out in this judgment there are multiple examples of claims and applications which were unmeritorious even if not certified as such at the time.
224. All the claims Mr Gladwin has advanced are inter-related and concern the same underlying issues. Mr Gladwin is aggrieved that he/the Company were unable to refinance the Company's borrowings away from the short-term expensive borrowing they had obtained from Lendy and SSSL which included default rates of interest. This eventually resulted in the administration. His grievance has become focussed on the joint administrators, but they were not responsible for the terms of the loans. Mr Gladwin has lost all perspective.
225. Whilst the threshold had not been reached when the Application was issued the threshold has now been met - there are now 5 TWM certifications and for the reasons set out above I am satisfied that the 2023 claim and the 2023 applications were also all TWM even though they were not certified as such at the time. But I must, in any event, consider whether to impose a civil restraint order having struck out the 2025 claim as TWM.
226. I am satisfied that the level of persistence, the 5 TWMs, the 2023 claim and associated 2023 applications coupled with the history set out in this judgment make the risk that Mr Gladwin will continue to advance unmeritorious claims and applications based on the same or substantially the same subject matter as the 2025 claim in his pursuit of justice very high indeed.

227. Mr Gladwin's submissions gave me no expectation that he will accept this decision and desist. He is fixated on his own assessment of his rights and has so far been unmoved by his lack of success.
228. The number of claims and applications made to date and the number of parties he believes are involved in the alleged fraud and conspiracy mean that a limited civil restraint order would not be sufficient to contain or restrain him. Sanctions such as adverse costs orders (which he has not paid) or even unless orders have not deterred him. His wide-ranging allegations against multiple parties and his persistence over several years and the manner in which he has pursued his claims over two jurisdictions mean that I consider that unless he is restrained, he will continue to do so.
229. I am satisfied that it is necessary and appropriate to restrain him from issuing further claims or applications concerning the same or substantially the same underlying subject matter as the 2025 claim without first seeking permission from a High Court Judge. The only appropriate order is an ECRO.
230. I am also satisfied given the time period over which Mr Gladwin has persisted in advancing claims and making allegations here and in Scotland that it is appropriate to restrain him for the maximum period of 3 years. I therefore make an ECRO for the maximum period of 3 years.
231. I therefore make an **ECRO for the maximum period of 3 years.**
232. This does not preclude Mr Gladwin from making claims but any claim or application he seeks to advance that relates to the same subject matter as this dispute cannot be issued without permission of a High Court Judge of the Chancery Division.
233. I know that Mr Gladwin will not readily accept this decision, but I would urge him to take time to reflect carefully before taking any further action. There comes a time when the court has to say enough is enough. I have now said that. It is over and this should stop.