Request	Response
1. I would like a full breakdown of any funds paid to Contessa Hotels, prior to the return of Haigh Hall to council control.	1. A High Court Order sealed by the Court on 2 June 2021 (copy enclosed) described the outcome of the litigation and the determination by the Court on the sums payable to the former tenant in accordance with the terms of the Lease. On 18 June 2021, the sum of £3,832,000.00 was made to the bank account details described in the Court Order.
2. I would like a full list of the decision makers involved in this process detailing who agreed what and when.	2. A number of reports went to Cabinet regarding the lease and subsequent litigation. Those reports were exempt from publication to the press and public under Schedule 12 Paras 3 and 5 of the Local Government Act 1972. Para 3 applied because the reports related to the financial/business affairs of the authority or persons and Para 5 applied because the reports contained legally privileged information. The Freedom of Information Act does not override the provisions of the Local Government Act. The Council has considered whether s42 and s43 of the FOIA apply to these reports and believes that as the reports still retain legally privileged information s42 applies and in respect of s43 commercial information is within the reports. Whilst the public interest in such matters has been considered it is not believed that the public interest outweighs the need to protect the confidentiality of legal advice and the commercial interests of the company.



IN THE HIGH COURT OF JUSTICE **CASE NUMBER: PT-2019-MAN-000132**

BUSINESS AND PROPERTY COURTS IN MANCHESTER

PROPERTY, TRUSTS AND PROBATE LIST (ChD)

MANCHESTER DISTRICT REGISTRY

Before: HH Judge Hodge QC (Sitting as a Judge of the High Court)

On: 02 June 2021

BETWEEN: -

WIGAN BOROUGH COUNCIL

Claimant

\- and -

SCULLINDALE GLOBAL LIMITED (1)

CRAIG BAKER (2)

AMIR MADANI (3)

Defendants

DECLARATIONS AND ORDERS

UPON THE TRIAL of the Claim and Counterclaim heard on 22-26 February 2021, 1-5, and 10-11 March 2021

AND UPON HEARING Leading Counsel for the Claimant (Martin Hutchings QC) and Counsel for the Defendants (Andrew Latimer)

AND UPON READING the Trial Bundle and hearing the evidence

AND UPON THE DEFENDANTS UNDERTAKING by Mr Latimer, that the tenant's fixtures and fittings in place at Haigh Hall at the date of the Court's inspection on 21 February 2021 shall remain in place and be delivered up to the Claimant on the date referred to in paragraph 6 below

AND UPON THE COURT RECORDING that it is satisfied that, within the meaning of CPR 3.18(b) there is good reason to depart from the budgeted costs contained in the Claimant's Precedent H Form dated 24 June 2020 in respect of:

(1) late disclosure of documents by the First Defendant and costs relating to those parts of the valuation expert's supplemental report and updated statement of issues occasioned by that late disclosure;

(2) The accompanied site visit conducted on 20 February 2021;

(3) an increase in the length of the trial of up to 3 days;

and that such costs can form part of the costs to be assessed in accordance with the order contained in paragraph 14 below

IT IS DECLARED THAT:

1. The Lease dated 23 May 2016 between the Claimant ('Wigan') and the First Defendant ('Scullindale'), ('the Lease') of Haigh Hall Country Park, Wigan ('Haigh Hall'), registered under leasehold title: MAN291020 terminated on 22 November 2019 pursuant to the service under clause 9 of the Lease, of the Break Notice (as defined in the Particulars of Claim).

2. Wigan is entitled to close the above leasehold title at HM Land Registry and to remove the note of the same from Wigan's freehold title to Haigh Hall. Scullindale must answer any requisitions made by Land Registry in connection with the said removal and closure, provided that Wigan shall pay Scullindale's reasonable costs in answering any such requisitions

3. Wigan was not in repudiatory, or any, breach of the Lease by its service of the Break Notice - which was valid and effective to determine the Lease on 22 November 2019.

4. Scullindale was in breach of the Lease in failing to give vacant possession of Haigh Hall on 22 November 2019.

5. Wigan is entitled to set off against the Break Premium (as that term is defined in paragraph 10 below) the amount of the interim payment on account of costs, ordered pursuant to paragraph 15 below.

AND IT IS ORDERED THAT:

6. Possession of Haigh Hall be given by Scullindale to Wigan on or before 1pm on Friday 18 June 2021.

7. Wigan's claims for mesne profits and damages for trespass, double value and interest are dismissed.

8. Wigan's claims against the 2nd and 3rd Defendants are dismissed.

9. Scullindale's Counterclaim against Wigan is dismissed.

10. Pursuant to clause 9.3 of the Lease, the amount payable by Wigan to Scullindale is the sum of £4,922,000 being: (i) the open market value of Haigh Hall determined in accordance with clause 9.3(a) of the Lease, plus (ii) the value of Scullindale's fixtures and fittings remaining in place at Haigh Hall pursuant to the undertaking given above ('the Break Premium').

11. Subject to paragraph 5 above, the Break Premium shall be paid to Scullindale on or before 5pm on 18 June 2021 by bank transfer to the following account:

    ACCOUNT NAME: JOLLIFFE & CO LLP - CLIENT ACCOUNT

    NATIONAL WESTMINSTER BANK PLCPO BOX NO: 8
    33 EASTGATE STREET
    CHESTER

    ACCOUNT NO: 00817767
    SORT CODE: 60:40:08
    REF: SPB/LIT30301

12. Prior to possession being given up in accordance with paragraph 6 above, Scullindale shall permit Wigan (by its servants or agents) to inspect Haigh Hall on 16 June 2021, whether for the purposes of preparing an inventory or otherwise.

13. Scullindale shall pay Wigan's costs of and occasioned by the Defendant's Application to amend its Defence to be assessed if not agreed on the standard basis.

14. Scullindale shall pay Wigan's costs of and incidental to the Claim and Counterclaim, to be subject to detailed assessment on the standard basis if not agreed.

15. By 5pm on 18 June 2021 Scullindale shall make an interim payment to Wigan on account of Wigan's costs, in the sum of £270,000 being 90% of Wigan's costs contained in its costs budget dated 24th June 2020 (as approved by the Court at the CCMC on that day) such sum to be set off against the Break Premium payable in the amount referred to in paragraph 10 above. Accordingly the net payment, payable by Wigan on 18 June 2021 under paragraph 11 above, is £4,652,000

16. Permission to the parties to apply as to the implementation and working out of this order.

Service of this Order

17. The Court will supply a copy of this Order to the Claimant's Solicitors for service.

The Claimant's Solicitor's address for service is:

FAO Kate Joss, kate.joss@dwf.law

DWF Law LLP

ref: JOSK/2008620-4