

I discussed with him plans for the reconstruction of our Whitehaven office and also for an office to be built by the Union at Sunderland. I discussed that with him. That's fairly well known.

469. Q. Yes. Well now, during this period, we have seen, have we not, the holidays .. A. Yes.
470. Q. .. which you have said, collectively and individually, were all organised for you by Mr. Poulson on the footing that you expected to pay for them. A. Yes.
471. Q. When Mr. Poulson was asked about the first of the holidays which had been identified, which was on Day 5, at page 70, question 3,541 - I will give my learned friend a transcript in a moment - he said, at 3,547: "We have now established, have we not, a relationship between you and Mr. and Mrs. Cunningham which involved their going on holidays at no expense to yourself, have we not - two holidays, in fact? Perhaps you would like to tell me now why you sent them on holiday to Europe. A. I didn't send them, sir.
Q. You told Davell and Rufford" - that is the travel agents then - "to issue the tickets? A. Yes, sir. I didn't send them. It was at their .. It was at his request."
This is what Mr. Poulson is saying. A. Yes.
472. Q. "Q. But on the footing that you should pay? A. On the footing that I should pay. Q. Why? A. Because I had done this work for those three premises." Now, "those three premises" are the three Union jobs. A. Two just now, Mr. Hunter - one was in the offing.
473. Q. Yes, Middlesbrough, Whitehaven, and Sunderland was not completed. A. Sunderland.
474. Q. "Q. When I put it to you on the last occasion it was a 'thank you' for getting the work for the Whitehaven Union Offices, you would not have it, would you?" - and then we go on to talk about why three instead of two. Well now, were those three holidays connected with your having had offices built for you by Mr. Poulson? A. No, I wouldn't say that. I obviously got to know Mr. Poulson, as I keep saying to you, and Mr. Poulson said he would arrange holidays for me, and I said, "Yes," and I took advantage of the holidays, but the bills were never forthcoming.
475. Q. Well now, the earlier passage to which he was there referred was on Day 4 ...

MR. MUIR HUNTER: Perhaps my learned friend would like to have Day 5 at page 70.

MR. STEER: Page 70, is it?

MR. MUIR HUNTER: Page 70. Day 4, page 31, question 2134.

476. Q. Now, at this time, I want you to accept, Mr. Cunningham, we only knew of one of your holidays. This was an earlier appearance. A. Yes.

477. Q. I was looking at an invoice for the 31st October, 1969, relating to a trip to Lisbon. That was the last holiday. "Now, this is the same Mr. and Mrs. Cunningham, is it not? Why did you send them on a trip to Lisbon? A. For the simple reason that I had been doing a lot of work with Mr. Cunningham's trade union for various branch offices in the north-east," - union offices. "Q. Now, what has that to do with sending them on a £256 holiday? A. That is the reason. Q. That is not a reason, Mr. Poulson. Were you paying Mr. Cunningham for some services rendered?

A. No, sir, he couldn't render - what else could he render me? Q. So if it was not payment for services rendered,

it was a gift? A. Yes, sir. Q. Or alternatively it was a 'thank you'? A. Yes, sir. Q. Which would you prefer to have? A. A gift." And then at 2144 - I assure

you we shall take this up with Mr. Poulson - "Q. Did you give Mr. Cunningham any other holidays at the expense of the firm?

A. Not that I am aware of. Q. At any rate, whatever they are, they were all gifts; is that right?" Now, that, of course, is different from your testimony, is it not?

Do you wish to say anything further about any connection between these holidays and your having placed work in Mr. Poulson's way? A. No, no.

478. Q. And we are to take it, are we, that every single year after the holiday you asked for the bill and never got it?

A. Never got it - asked for the bills and never got them.

479. Q. Did you know a Mr. Peter Ward in the North-East? A. Yes. He was a journalist. I didn't know him very well, but I knew he was a journalist. He worked for Dan Smith.

480. Q. Did you know that he was working on Mr. Dan Smith's housing publicity? A. No.

481. Q. Did you know that on the 2nd February, 1965, the Labour Party placed a contract with Dan Smith Associates for regional publicity services for the Labour Party? A. No, I didn't. I wasn't Chairman at that time, I don't think.

a gift

482. Q. Were you the Northern Region Chairman? A. No, not at that time. I would have to check that, Mr. Hunter, but I don't think I was Chairman of the Northern Region in 1965. I could have been, but I don't know; but in any case I knew nothing at all about the contract. That would be placed by Transport House, not by the Northern Region.
483. Q. Ah, I thought perhaps it was the Northern Region. A. No, let's get this clear. That would be placed, at least to my knowledge, it should be, as Chairman of the Finance Committee - that would be placed by Transport House.
- MR. STEER: Sir, I have already objected about fishing. Surely, this cannot be called anything else.
- THE REGISTRAR: Well, they all seem relevant to me.
- MR. MUIR HUNTER: If my friend wants me to pursue this particular ...
- THE WITNESS: I don't know why Peter Ward's relevant to me, if I may say so, Mr. Registrar, with great respect.
- THE REGISTRAR: Your counsel will raise objections, Mr. Cunningham.
484. MR. MUIR HUNTER: Mr. Peter Ward, Mr. Cunningham, was employed by the Dan Smith organisation. You knew that, I think.
- A. Well, I had an inkling that he was, but, I mean, I didn't know. I didn't have access to Dan Smith's books. But it was fairly well-known that he was employed by them.
485. Q. In this contract, you see, it is apparently contemplated that 75% of Mr. Ward's time should be spent on the Labour Party's scheme for which it was paying. That is what I wondered if you knew anything about. If you do not know, well then I will drop the matter.
- MR. MUIR HUNTER: I want CDS.3, please. This is a letter which is not in the file, I am afraid, through, I think, a photographic error. It is a letter from Mr. Poulson to Mr. Dan Smith, and it is a long letter and I will not trouble you ..
486. Q. Will you accept it from me that it is a long report on things that are going on in Mr. Poulson's empire, and he says at the bottom of page two in a passage I will show you, "Andy Cunningham. Dan, we ought to see this gentleman. There is an awful lot he can do and there is an awful lot not being done. Can we fit in anything with the dates mentioned above?" I do not want to be accused of fishing, Mr. Cunningham, but can you throw any light at all on the passage underlined at the bottom?

THE REGISTRAR: Which reads?

THE WITNESS: I think this is very good. He says, "There is an awful lot he can do and there is an awful lot not being done;" precisely what I've been saying all morning. I never ever did anything for Poulson.

487. MR. MUIR HUNTER: At any rate, Mr. Poulson remains under this delusion, Mr. Cunningham, that, in fact, you can do things for him where, in fact, you cannot. Is that really the substance of it? A. It must be .. You said before that I hadn't to embark upon these long explanations, but ...

488. Q. I am sorry. I did not mean to be offensive. A. Well, you haven't offended me because it sometimes takes a long time to explain things. If my learned friend will allow me, I will give you a list of all the things that I've been connected with. You can then draw your own deductions how much I did for Poulson, which was nothing.

489. Q. If you say, Mr. Cunningham, that you never did anything for Mr. Poulson in advancing his business, well then you say it in one, and then we can go on to the next subject, because, you see, there are a number of passages which suggest something rather different.

MR. STEER: Well now, there we come to it. Are these passages in letters to which Mr. Cunningham is a party, because these are allegations, sir. There can be no mistake about it.

THE REGISTRAR: Well, they are not allegations if the point is just put to Mr. Cunningham for him to answer, "Yes" or "No".

MR. STEER: Sir, you had, with respect, agreed, as I understood it, with my proposition that it was fundamentally wrong to cross-examine a witness on his credit on the basis of somebody else's document, not sent to him but to somebody else.

THE REGISTRAR: Yes.

MR. STEER: Now, this witness has spoken to a proposition, which is that he has done nothing to further Poulson's interests, to put it bluntly. Any further cross-examination on that point is cross-examination to credit, surely. It is a way of making allegations against him that that fundamental statement is untrue. If it is done on the basis, the proper basis, of evidence which is admissible against him, or, to put it in the terms of the Maundy Gregory decision, on a proper foundation, well and good; but if it is done on the basis of matters to which he is not party nor privy, it is fundamentally wrong, I submit.

THE REGISTRAR: Are you saying, then, that wherever there is correspondence between two third parties in which Mr. Cunningham's name is mentioned, that should not be put to him?

MR. STEER: No, I am not. What I am saying is that he should not be cross-examined to credit. He should not have allegations put to him on the basis of correspondence which is between other persons. Once his position is seen and understood - and on this point clearly it is now - he has said in terms that he did nothing to further Poulson's interests - once his position is to that extent clear, either he should be cross-examined on a basis which is a properly admissible basis against him or he should not be cross-examined. He should certainly not be cross-examined to credit, nor should allegations be made against him on the basis of other people's documents. Moreover - and this point is hand in hand with the first point which I have been making - to do what my learned friend is seeking to do, that is to cross-examine him against his fundamental proposition, on the basis of other people's documents, is essentially fishing. It is unfair and improper and fishing.

THE REGISTRAR: So, having made his point, then, that he did nothing to further Mr. Poulson's organisation, having established that, do you say, then, that no further documents written between other third parties should be put to him?

MR. STEER: I say that he should not be cross-examined contrary to his proposition on a basis which is not a proper basis against him. After all, it would be quite impermissible in an ordinary court to cross-examine a man who had made a statement and attempt to get from him the contrary of that statement on the basis of other people's documents. This would be stopped at once.

MR. MUIR HUNTER: This is not a trial.

THE REGISTRAR: The comparison with an ordinary action is not a good comparison. This is an enquiry.

MR. STEER: No, but the rule is perhaps even stronger in this type of proceeding. That is why I was citing the Maundy Gregory case. There has to be a proper foundation. We are here not concerned, I supposed, directly with the rules in court, except that we are to some extent because you have, as I understand it, already assented to my proposition that he should not be cross-examined on his credit.

THE REGISTRAR: Yes, I have.

MR. STEER: On somebody else's document.

THE REGISTRAR: On somebody else's document.

MR. STEER: But we are also concerned with what I submit is a much wider proposition than that; that although one can fish in an ordinary court, one cannot fish here, and this is essentially fishing.

MR. MUIR HUNTER: Could my friend explain what he means by "cross-examining as to credit"? May I explain that I am the mouthpiece of the Court by the Statute, asking the witness to explain things which need explaining, and if I have a letter, which I am now looking at, saying, "I think Cunningham should raise this matter of the fees with the Clerk," I must be entitled to ask him, "Did you raise the matter of Poulson's fees with the Clerk?"

THE REGISTRAR: I think that is ...

MR. MUIR HUNTER: How possibly can I discover otherwise?
The 1st of April.

MR. STEER: Well, yes, that can be asked, but not more.
Then there should not be questions asked to try and show that his answer to it is wrong. That is what I am objecting about.

THE REGISTRAR: Right. We will take each topic separately.

MR. STEER: Moreover, before we go further, surely it is time, and it is over time, I submit, that we had this whole business of fishing cleared up. I cannot see - it may be my slowness - but I cannot see the basis, other than a fishing basis, on which these questions are being asked. Where is, in the terms of the Maundy Gregory decision in the Court of Appeal, the foundation, proper against this witness, for this wide-ranging exploration? It does not exist, or it certainly has not appeared to exist so far. What is happening, as I understand it, is that a number of matters are being set up and he is being asked to give his explanation without there being any case of substance at all against him. Now, that is essentially, as I understand the Maundy Gregory decision, fishing.

THE REGISTRAR: I think I had better lay down some guide lines, then. These matters which are raised in this correspondence between other individuals can be put to Mr. Cunningham, and if he denies being implicated in the matter which is raised that seems to be the end of that matter. If he was implicated, then it seems to me that the questioning can proceed further.

MR. MUIR HUNTER: I am obliged, sir.

MR. STEER: Well, sir, I wonder if you would give a ruling on this question of fishing. Might I respectfully remind you of the words of the Maundy Gregory decision? "The Court must deem a witness capable of giving information upon some grounds that appear to have a foundation." Now, that must be an admissible foundation against the witness, and might I respectfully ask what are the grounds upon which this part of the examination is supposed to be proceeding? Where is the foundation against Mr. Cunningham?

MR. MUIR HUNTER: Does my friend want me to justify what we have in mind for Mr. Cunningham?

THE REGISTRAR: Yes.

MR. MUIR HUNTER: Mr. Cunningham appears to have been in receipt of substantial valuable consideration from the bankrupt, some of which, namely the holidays, he has acknowledged and repaid. There are other valuable considerations which are in dispute, on which I wish to establish the basis for reclaiming, and these are, in particular, the payments which Mr. Cunningham already in principle has denied receiving from the Smith organisation which was founded by the bankrupt, and it is the relationship between Mr. Cunningham and Mr. Poulson and Mr. Smith, to which those payments are relevant, which these questions seek to establish. Exactly the same words that I used to Mr. Poulson in the passages I cited: "What was the relationship between Mr. and Mrs. Cunningham, on the one hand, and the bankrupt, on the other?"

MR. STEER: But this is exactly to beg the question. It is what I am talking about. There is no proper foundation for the assumption that there is some sort of financial relationship between Mr. Cunningham and anyone else concerned here - not in these matters, at any rate.

MR. MUIR HUNTER: I do not wish to argue the case with my learned friend, but the witness has admitted that his wife received money from two separate entities, and we have evidence to suggest that he personally received money, some of which he has been shown, and I wish to pursue that matter with a view to discovering what the relationship was in the context of which such monies could have been paid. If Mr. Cunningham had said boldly, "Yes, I was a consultant", as other people have said, well then the whole matter would be very much clarified, but he will not have this at all.

THE WITNESS: No, I won't have it at all.

MR. MUIR HUNTER: And this vast correspondence, covering six years, which purports to include meetings and discussions between these men, Mr. Cunningham says, as I understand, is an entire figment.

MR. STEER: Well, if there is evidence against Mr. Cunningham - I say again, against Mr. Cunningham - because that would be necessary for there to be a proper foundation to prevent the matter from being fishing, I do not for a moment object to it being put, but what has been put so far is a thousand miles away from being evidence against Mr. Cunningham. It is the innuendo to be drawn from other people's letters, and it is nothing more than that, and that is not a proper foundation. To enquire on that basis is fishing.

MR. MUIR HUNTER: I abide by the directions of the Court in this matter. I have my duty to perform, and this is not by any means the first examination in this bankruptcy and I do not suppose it will be the last, but the Court must direct me within what limits, other than the ones that are specified, I am allowed to pursue what is undoubtedly the most complex and baffling bankruptcy in history, in which Mr. Cunningham is a small, though a distinguished, part.

MR. STEER: It is very difficult to see how it could be made less complex by going into matters which can be, however one looks at it, described as fishing.

THE REGISTRAR: I can see no objection to a question being put which appears to implicate Mr. Cunningham in correspondence between other people not here to-day. If he says that he was not implicated, that is an end of the matter. If he says he was implicated, then the questioning must proceed from there.

MR. MUIR HUNTER: I will proceed, if I may. I will try and keep within my learned friend's guide lines.

THE REGISTRAR: Yes.

490. MR. MUIR HUNTER: In a letter of the 1st April, 1966, which is on the main file there, Mr. Poulson has been asked by Mr. Smith, apparently, for some details of his earnings, or the fees which were outstanding. Now, Mr. Cunningham, you will see that this relates to fees. The first is Newburn, and then come three items in relation to Felling. Now, in 1966 were you a Councillor of Felling? A. Part of 1966, yes.

491. Q. And you see the third Felling item, "Ditto - Town Planning", Mr. Poulson has complaints about not having been paid, and then he continues: "You see, I think Cunningham should raise the matter with the Clerk. This surely was nothing to do with the original brief, and, for your information, we are entitled to a fee of £3,000 which we have just submitted in an account. It has cost us, including the brochures, £11,000." Now, do you remember whether Mr. Smith spoke to you about Mr. Poulson's fees? A. Mr. Smith never spoke to me, as far as I am aware, about Poulson's fees, and I certainly never raised Poulson's fees with the Clerk of the Council. I don't see why I should.
492. Q. Were you ever asked by Mr. Poulson to raise the matter of his fees? A. Not that I am aware of, and I take objection to him using my name in this letter again, you see.
493. Q. Of course, yes. Would you turn to the next letter of the 23rd November, 1966? "Dear Dan, If you will let me have a list of the people you would like to send any drink to at Christmas, I will let you have it. I already send to Cunningham ... " A. Yes.
494. Q. Did Mr. Poulson ever send you any drink? A. Yes, I think he sent me a couple of bottles of whiskey. That's not unusual.
495. Q. Regularly or just once? A. Maybe once, twice - I don't know.
496. Q. The words "I already send" suggest possibly it happened more than once. A. Yes.
497. Q. Well, then, the next item relates to the River Board of which you were at some time Chairman, and you will see that this purports to be a meeting before yourself as Chairman on the 21st December, 1967. The writer of this is Booth, who is one of Mr. Poulson's assistants, and the document seems to relate to the design of the new River Board building. Do you remember being associated with the design of the new River Board building? A. I was never associated with the design of the proposed new River Board building.
498. Q. As Chairman? A. Yes. What the Northumbrian River Authority decided to do was to erect new headquarters. A Sub-Committee was set up to enquire into the matter, mainly composed of all the chief officers, and, as you will see from this memo that I'm reading, all the chief officers were present, and they discussed the - how shall I put it? - the construction of the building.

499. Q. Well, then, would you turn to the third page of this minute - the last two paragraphs? The last paragraph but one quotes you as saying, if accurately, "We will argue about the money later. Let us get the building that we want now." It then goes on, "At the end of the meeting Mr. Cunningham said he would like us to use Transtar inductive appliances in this building. This is a system which I think we have used before as a basis for lighting and incorporated services. I said we would look into this and certainly use them if we could." What are Transtar inductive appliances?
A. They were inductive appliances, yes.
500. Q. What are inductive appliances? A. They are the manufacturers of electrical components, of which the Union has the full membership - closed shop. So, therefore, if I can push trade union shops, I'm going to push them.
501. Q. You mean this was to improve the employment at the factory?
A. Yes.
502. Q. Did you discuss this with Mr. Poulson? A. No, I didn't. I think I discussed it with Booth, as is said there, about the building, and he said - and to quote - "We will argue about the money later" - that refers to the global sum that the building is costing because there was some argument at the Ministry about it, and I said if we got the plans prepared we could argue about the money later. That was the cost per square foot to the Ministry.
503. Q. You said you do not remember discussing the Transtar control gear with Mr. Poulson. A. Well, I can't remember all the conversations I had with everybody about everything during the last ten years.
504. Q. Did you have any other personal interest in Transtar control gear? A. No, I didn't; not at all.
505. Q. You told us, I think, earlier this morning that your wife was employed by Transtar Inductive Appliances. A. Yes.
506. Q. Is that right? At this time? A. Yes, that's right. I'm not sure whether it was at this time, but she was certainly employed.
507. Q. What sort of time was she employed there? A. She was employed about - I don't know - five, six months, I should say.
508. Q. You see, if you turn on to the 10th May, 1968, it is a letter on your Union paper. A. Yes.
509. Q. This is to Mr. Poulson in person signed by yourself.
A. Yes.

510. Q. "I attach hereto a leaflet on Transtar control gear. This is the appliance I would like to install in the new River Board headquarters." Did you tell Mr. Poulson why you were keen on installing this? A. Well, it's on Union notepaper, if you note, but ...

511. Q. Did you tell Mr. Poulson why you were keen on him using this particular apparatus?

MR. STEER: I think that you interrupted him there.

MR. MUIR HUNTER: I am sorry. He said it was on Union paper. I do not see that ...

MR. STEER: And he was going on to say something else when you broke in.

512. MR. MUIR HUNTER: Please continue.

MR. STEER: I say that for the purposes of the transcript because it was apparent to me.

513. MR. MUIR HUNTER: Yes. Continue, Mr. Cunningham.

A. Well, this is probably the only letter I ever wrote to Poulson. I wrote it as the Regional Secretary of the Union, and pointed out to him that, if he possibly could, it would be of benefit to employment in the North-East, and in particular to the Union, if he could install Transtar control.

514. Q. You mean you told Mr. Poulson that? It is not in the letter, is it? A. I don't know whether I told him or not. I think the other fellow - what was his name? - the long meeting we had ...

515. Q. Booth? A. Booth. Booth would probably tell him.

516. Q. You see, Mr. Poulson's reply says, "Not only will we use this on the new River Board headquarters, but we will try to use it on other projects of ours." A. Yes.

517. Q. Why should Mr. Poulson want to ... ? A. I wouldn't know, apart from what I've said, because of creating employment in the North-East of England.

518. Q. How many people did Transtar employ? A. I think they employed between .. I don't know now, mind, but I think they employed originally about between eighty to a hundred people, but I think it's expanded since then.

519. Q. A matter of great consequence to the Union, no doubt.

A. Well, all membership is a matter of great consequence to the Union, whether it be five or five thousand or five hundred thousand.

520. Q. I think you said you had no personal interest in the company. A. I didn't say that.
521. Q. Oh. You said your wife was employed there at one time, but you could not remember when. Do you have any personal interest in the company? A. No.
522. Q. You said you practically never wrote to Mr. Poulson. In fact, I think, just for accuracy, we find a letter from yourself of the 16th March, 1968, about the trip to Majorca. Somebody had suggested that they should obtain student fares for the girls and you did write a letter there, did you not? A. 16th .. ?
523. Q. 16th March, 1968. That is your handwriting, I think. 16.3.68. It is a manuscript letter. A. Here we are.
524. Q. That is your writing, is it not? A. Yes.
525. Q. This is a long letter about the holiday. A. Yes.
526. Q. And the girls. A. Yes.
527. Q. You did not say anything here about wanting the bill, did you? A. No, well, it wasn't necessary at that stage about wanting the bill because I hadn't taken the holiday when I wrote that letter.
528. Q. But you had had seven holidays before this. A. Yes, for all of which I asked for the bill.
529. Q. We have another letter, not in the file, which I will show you, concerning the Northumbrian River Authority. I will read you the letter and then give it to you. It is dated the 18th May, 1968, from Poulson addressed to Mr. Smith, and it encloses a letter which we have not got ... No, I am sorry, it is the 17th May. Yes, the 17th May. I will hand it over. Mr. Poulson writes, "With regard to the Northumberland Water Board .. " Now, is that the same as the River Authority? A. No. It is a good example of the confusion of these people. They don't know the difference between a Water Board and a River Authority. It's the Northumbrian River Authority.
530. Q. But, I mean, do you suppose Mr. Poulson is referring to the Northumberland River Authority? A. Well, when you read the letter, Mr. Hunter, I will be able to tell you.
531. Q. "With regard to the Northumberland Water Board, early next month do please see that they pay us. The drawings and quantities will be ready to go out to the contractors on Wednesday evening, which means that we have done three-quarters of our architectural work and, therefore, are

entitled to three-quarters of our fee," and so forth, and he goes on at the end, "At the moment they" - that is the Board - "owe us £10,000 which is well overdue and after next Wednesday will owe us an additional £20,000. Please get them to do something about it." Now, there is nothing about you in this letter, but just listen to the next letter. "The enclosed letter" - which we have not got - "was received from the Northumbrian River Authority this morning. It had crossed with the letter I sent them yesterday saying that we would appreciate their approval to our list so that we could send out our quantities on Wednesday night next in accordance with our programme agreed with them. Now we get this." Obviously it was some letter which annoyed him, you see. And he continues, "We arranged this programme because it was what you and Alderman Cunningham wanted and then they tell us this. For your information we are entitled to submit our fee account on Wednesday next for £20,000." Now, what was it that Mr. Poulson was at this time doing for the Northumbrian River Authority? Would it be the new headquarters? A. Yes.

532. Q. Had he spoken to you about the work? A. No, he had never spoken to me about the work. He was engaged by the Northumbrian River Authority and not by me, after talks and discussions with the chief officers, and there it was, and I was not aware of the existence of those letters until you read them out. That would be up to the Clerk of the Northumbrian River Authority, wouldn't it?

533. Q. Well, I do not know, you see. A. Well ...

534. Q. But, you see, there is a reference to you. It says, " .. what you and Alderman Cunningham wanted .." and I wondered if ... ? A. Well, what we wanted, Mr. Hunter, in the North-East was a complex of civic buildings, and even the County Council were very keen then that the Northumbrian River Authority's new headquarters should be situated in Durham, because Durham was a geographical area of the area covered by the River Authority, and this would then coincide with new County Hall, new Police Headquarters, and all this sort of business. So, therefore, what we wanted was to get on with the job and do it.

535. Q. Well then, later, on the 28th May, 1968, Mr. Poulson writes to Mr. Smith again. "Further to our telephone conversation yesterday, Mr. Baker rang Mr. Lathan (?) of the Northumbrian

River Authority, and last night, before they had sent us the letter requesting it, let him have details of all the work we had done," and then he goes on to say that they must have £10,000 this week. Mr. Cunningham, did Mr. Poulson speak to you personally about this fee? A. I can't recall.

536. Q. Or Mr. Smith? Perhaps just to put you in the context of this extremely agitated letter, Mr. Poulson had just received information that the Revenue were about to enter default judgment for income tax for £109,000, and this, apparently, had led him to stimulate the people who owed him fees, but you did not speak to him ... ? A. I don't think it's any part of my job or my duties, as a local authority representative, to go along to treasurers and say, "Pay bills", or go along to architects and say, "Get on with the housing." I'm not that sort of fellow. So, very obviously, I wouldn't be interested whether they paid the bills or not. Eventually all the bills are paid by local authorities, anyhow, but not at my behest. They would tell me to mind my own business.

537. Q. Mr. Cunningham, without giving any offence to either you or to your counsel, I think you would agree that a word from the Chairman might speed up the passage of a bill, might it not?

A. Yes, words from the Chairman, or from any other member of an authority, to a very recipient clerk or an official would probably help. That is what local authorities are composed for, so that they can help people.

538. Q. Well then, on the 30th May, 1968, which is again, is it not, in the main file, Mr. Smith writes again, even more violently, to Mr. Smith. "Dear Dan, I do think you ought to bring to Andy Cunningham's attention what a hopeless set of officials he has on the Water Board." Then he goes on to make complaints about them. Do you say that at this stage Mr. Smith did not speak to you about ... ? A. At that point .. You said "Smith", but was that a letter from Poulson to Smith?

539. Q. A letter from Poulson to Smith, saying, "I do think you ought to bring to Andy Cunningham's attention ... "

A. Rather positive proof I did nothing at all about the previous two letters.

540. Q. Well, I do not know. The fact is I understand you to say you did not receive any communication from Smith in connection with that work or those fees. A. Well, Smith might have asked me to do something about it, but the only

point I am making in answer to your question is this: you've read two previous letters out to that one in which Poulson is writing to Dan Smith and not to me, note - to Dan Smith - "playing war" - letting off steam, if you like - about the non-payment of his fees and asking them to hurry it up, and then in the third letter he writes to Dan Smith asking me to do something about it, which proves positively I had done nothing about the other two.

541. Q. So, at any rate, you think you may have spoken to him?

A. No, I don't think - I'm not here to think - I'm here to recall what I can recall and tell the truth, and the truth was - it's positive from those two letters - that I didn't do anything.

542. Q. Or, alternatively, that you did something which was ineffective?

A. I haven't said that. You're saying that.

543. Q. No, I mean that is an alternative explanation, is it not?

Well, we have come back now to the 1969 period, which we were looking at earlier. Well now, in 1969, there were these changeovers that we have discussed. You will remember I put the points to you. Your wife ceased to be employed by Vinleigh, although she did not apparently cease to be paid, and then on the 4th March, 1969 ... According to Mrs. Cheeseman, in March, 1969, there was to be a meeting at the Station Hotel. Now, the Station Hotel, I imagine, would be Newcastle. Did you have meetings there?

A. I don't know if they had meetings there or not, but probably, if there was going to be a meeting in the North of England at the Royal Station Hotel, it would be Newcastle.

544. Q. Yes. According to Mrs. Cheeseman, she said, "A series of meetings, commencing with Alderman Cunningham, were arranged at the Station Hotel on the 7th March." A. Yes.

545. Q. Now, do you remember having a meeting with Mrs. Cheeseman and Mr. Smith at the Station Hotel about these matters?

A. About which matters, Mr. Hunter?

546. Q. Well, this is in connection with Confersbrook, the company which was mentioned ... A. Never heard of it. Never heard of it. The first time I heard Confersbrook mentioned was this morning.

547. Q. And from Confersbrook Mr. Dews and Mr. Roebuck were/being transferred to Vinleigh .. A. Yes.

548. Q. .. in the circumstances which I gave you earlier to-day, and you say you did not have any meeting that you can recall with Mr. Smith or Mrs. Cheeseman about such matters?
A. I had dealings with Mr. Smith but not about Confersbrook. I think that's the first time I've ever heard that company's name mentioned this morning.
549. Q. He had many companies. And you still say that you were quite unaware of the funding of these companies from Mr. Poulson?
A. Yes. It wasn't part of my job. I've never done the fundings of any companies at all.
550. Q. Well, Mr. Smith you knew, did you not, was pressing Mr. Poulson's wares? He was Mr. Poulson's sales' agent, was he not?
A. Well, the way I looked at Dan Smith's business, the same as all sorts of people are plagued with these people now, where they call them consultants, personnel relations officers, and what-have-you, is that he would have many customers, I would imagine. Poulson happened to be one of them.
551. Q. Yes, but if Mr. Smith was working to sell Mr. Poulson's wares, then you would assume, would you not, that Mr. Poulson was paying him?
A. I would assume that if he is properly employed he would be paying him, yes.
552. Q. Well, now, you see, I come back to this strange letter which I have shown you already from Mrs. Cheeseman to Mr. Marron, which says that you had complained about not being paid but she had spoken to you and said that you understood that there would be two months. Is it possible that this is a confusion with a complaint that your wife had not been paid?
A. It probably is, because I want to say again and I want to keep repeating this on that paper so many times that people .. I was never ever paid by Dan Smith at any time.
553. Q. Assume for the moment, if you do not mind, that Mrs. Cheeseman is a reasonably honest and accurate person who ran an office quite efficiently. She is not likely to have imagined what is in this letter, is she?
A. I'm not so sure about that - the things I've imagined this morning here, what with mistakes in letters and saying I've been here in Belfast and here and all over the place - I don't know why she puts that in because it's blatantly untrue.
554. Q. Yes, but, you see ...

MR. STEER: Well now, sir, I am sorry - on your ruling that should be the end of the matter.

THE REGISTRAR: Is there a date on that letter?

MR. MUIR HUNTER: The 2nd May, 1969. It is in the file.

This is the copy that I have been giving the witness and taking away again. It is addressed to Mr. Marron, you see, who is, or was, for some purposes Mr. Cunningham's solicitor.

555. Q. You see, there are three possibilities, Mr. Cunningham.

One is that it was you - about yourself; another is that it was you - about your wife; and the third thing it was your wife complaining that she had not been paid. Now, did you make any call on behalf of your wife?

MR. STEER: Well, sir, on your ruling, as I said before, this should be the end of the matter. The witness has said that the proposition in the letter is untrue.

THE REGISTRAR: Yes.

MR. MUIR HUNTER: Well, I will leave it there. We will just ask Mrs. Cheeseman.

556. Q. Well now, just to try and wind this up, Mr. Cunningham, we have now covered, as you appreciate, a long number of years, have we not? Now, you have said that Mr. Smith and you were at one time friends? A. Yes.

557. Q. And is it right that you must have met during this period quite a number of times? A. Not so many times as people think, Mr. Hunter, but we met a number of times over a long period of years.

558. Q. And there appear to have been a certain number of conversations on the telephone and a number of letters between other people referring to yourself. A. Yes.

559. Q. Now, what did you think that Mr. Smith was doing for Mr. Poulson? What was his job? A. He was acting as his public relations officer.

560. Q. What is "public relations" in the context of an architect? A. I don't know. I wish someone would describe to me what the duties and functions of a public relations officer are. There's millions of them in the country at the present time.

561. Q. But this was a man who you actually knew and saw a number of times, who was employed by your Party of which you were an important officer and for whom your wife worked, of course. A. Yes.

562. Q. Did you never ask what Mr. Smith was actually doing? A. No. It wasn't necessary for me to ask what Mr. Smith was doing. He was a personnel outfit, and he was there to promote the interests of his clients.

563. Q. Yes; you see, as far as we can see from the documents - even these documents you have seen here - Mr. Poulson had three functions in life. One was to get councillors to allot the re-development of their city centre to a particular developer -- we have a great deal of evidence of that, if you will accept that -- A. I don't know about that.

564. Q. -- who would employ Mr. Poulson as an architect. That is the first thing. The second thing that Mr. Poulson seems to have been engaged in is to try and sell the idea of the O.S.B. house. A. Yes.

565. Q. Now, you know about this yourself, do you not? You have mentioned it. A. Yes.

566. Q. The third thing is to get himself employed as the consultant architect to a local authority. A. Yes.

567. Q. Now, you know of all those three functions, I think, as being his objectives; is that right? A. I would say that was part of his duties, yes. I would imagine .. An architect has to get work. I am not aware that he had any control - as I say, I very rarely spoke to him - any control over building firms as to who would employ him as an architect. I thought it went through the ordinary process of people nominating an architect. You see, there's so much irrelevance, not by you, talked about architects, and that. It really makes me smile a bit. You don't tender for an architect, like you would tender for a public building; you choose an architect if he's known. And there wasn't any reason at all that .. If Dan Smith was pushing Poulson, there's nothing wrong in that. I will repeat that. You don't tender for the services of an architect, just the same as you don't tender for the services of a Q.C. You select them.

MR. MUIR HUNTER: Perhaps we ought to be put out for tender.

THE WITNESS: I didn't mean that, but I'm just trying to draw an analogy about that.

568. THE REGISTRAR: You are saying that all architects are paid the same and you choose them for their skill? A. It's an R.I.B.A. charge, you see. All architects are paid - I don't know what the percentage is, but they're paid the Royal Institute of British Architects' fees. You don't go into the Council meeting and say, "Well, let's go out to tender for an architect," because A architect cannot say he wants more than B architect - let's put it that way. So it's a matter .. Large authorities employ dozens and dozens of architects, chosen at random from a list made out by the officials. There's so much nonsense talked about it, it really makes me cry.

569. MR. MUIR HUNTER: Well, may I take a specific example that may be within your recollection, Mr. Cunningham? You remember the building, or the design for the building of the Sunderland Police Headquarters? A. Yes, very well.
570. Q. Now, according to the press reports, this was originally designed, or to be designed, by the Borough Architect. A. Yes.
571. Q. It was then switched from him to Mr. Poulson. A. Yes.
572. Q. You no doubt remember the occasion because I think you were at the time the Chairman of the Police Authority. A. Yes.
573. Q. Well now, it would plainly be of importance to Mr. Poulson to obtain the switching of that job from the Borough Architect to himself. A. Yes.
574. Q. Would it be for that, do you think, that he would employ a public relations firm? A. Well, Mr. Registrar, I have to put learned counsel right about this, if I could use the word.
575. Q. Please do. A. There was a series of police amalgamations of which I was the Chairman of the Durham Police Authority at the time ...
576. THE REGISTRAR: Take it slowly, Mr. Cunningham. A. Sorry. There was a series of amalgamations of police forces and authorities in the North-East which included the Durham Constabulary, the Sunderland Constabulary, the South Shields Constabulary and the Gateshead Constabulary. Now, they were brought about slowly, and at the time they were there was a lot of partisan feeling - put it that way. Everybody thought they were being swallowed by Durham County Council. And it was my position as Chairman and a politician then to ease these tensions. So what I insisted upon in the Labour group meetings, and not very openly, and then openly in the full Police Authority meeting, was that each of these County Boroughs who, prior to the amalgamations, had had their own County Borough Architects, should maintain the services of the County Borough Architects in the drawings for the new Police Headquarters, and this took place. And then, apart from what the press says, which is nearly always erroneous, as you well know - I've read some of the things that are supposed to have happened down here - the County Borough of Sunderland's Architects' Department then wrote to the Durham County Architects' Department, pointing out that the

architect who was responsible for the project, the Sunderland Police Headquarters, was leaving and they no longer had the staff to complete the job. This is all on record. That information was conveyed to me. It was conveyed probably to other people in the Police Authority, the Vice-Chairman and to the Clerk of the Police Authority, who was the Clerk of the Council as well. I then insisted, as it is my policy because I was responsible for setting up a direct building organisation in County Durham - I will repeat that, I was responsible for setting up a direct building organisation in County Durham. I then insisted that we should - if they were unable to do it after further negotiation and we tried that - that we would do it ourselves. Parnaby, the Police Authority Architect, then came to me after a day or two and said, "Well, I'm very sorry, Andy, we can't do this work, and you'll have to get an architect." And then after consultation with him, because I had then learnt of a very good job being done at the Durham Technical College, of which I wasn't aware at the time, we decided - we decided - to employ Poulson's firm of architects, and that was conveyed to the Police Authority who ratified my decision, just the same as they would ratify the decision if it had have been C. Bell & Company, just the same as at the same meeting in the back end of September they also ratified decisions, which are in my name but which really are not my name, if you understand, that'll govern quantity surveyors and civil engineers, and this sort of business. If an architect comes to me and says, "Well, Mr. Cunningham, we have got R. C. Moorhouse & Company who are good civil engineers; would you agree to their appointment?" and I would just say, "Yes." I mean, I don't know who they are. They're from all over the country. And that's how Foulson came to get the Police job at Durham. Not by any jiggery pokery, or anything; by a series of incidents away along the line

577. MR. MUIR HUNTER: I am very much obliged to you. Well now ...

A. That's ...

578. Q. Is there something further? A. No. I was going to say that's how he got the position of architect to the Durham Police Authority.

579. Q. Well now, I think we will finish off with this. Can ...

A. There was another thing, Mr. Hunter, I was going to add to this.

580. Q. Yes, please go on. A. Because I think it is very relevant, I must say, at this time. Under my Chairmanship of the Police Authority, there's sixteen capital projects, twelve of which have been completed and occupied including the one costing nearly £3 million - the Durham complex. There's four in the pipeline, and of all those sixteen Poulson was only the architect of one. So if you keep trying to say to me that I was an agent for Poulson, I wasn't a very good one.
581. Q. Thank you very much. My last question is this: last year, during the controversy over P.P.R., there is a lot of correspondence which no doubt Mr. Marron has on your behalf, which I am looking at at the moment, and on the 27th March, 1972 -- perhaps Mr. Marron has his file which the witness could use -- Mr. Marron wrote to Mr. Smith and said this: "Progressive Public Relations. Mr. Marron confirms that he personally handed you an envelope with money in the lounge of the Royal Station ground floor. This item appears in the balance sheet under the miscellaneous heading 'Management Charges' and we have specifically put it under that heading to avoid any embarrassment to yourself." Now, I accept, of course, Mr. Marron's statement as absolutely true. Did Mr. Marron speak to you in your capacity as his principal on behalf of Progressive Public Relations about his having given Smith money in an envelope? A. Well, I can't recall it. I don't think it's the sort of thing that Mr. Marron would say to me, anyhow.
582. Q. Well, this is a company of which he says he is your nominee. A. It's all very difficult to remember conversations of a long time ago.
583. Q. I mean, it is headed in the name of the company, you see. A. Yes.
584. Q. Did Mr. Marron mention that to you? A. Well, you see, it would be inaccurate for me to say he did or he didn't, Mr. Hunter, and I'm quite sure you want me to be sure ...
585. Q. Of course, yes. You cannot remember. Well, then, Mr. Smith's reply to that is pretty fierce. On the 17th April, 1973, he wrote to Mr. Marron replying to that letter and denying that he had been handed money as alleged, you see. He said, "I have made several attempts to see or speak to Alderman Cunningham, at whose instigation this company was set up, and, in fact, for which purpose you were introduced to me,"

and then he goes on, "Payment was made to him by you from P.P.R. in 1969." Do you still deny that you ... ?

A. I still deny it, yes, and I also deny that the company was set up at my instigation, as you say. That is a fantasy, if I may use the word again.

586. Q. And then he asks for a meeting. Did such a meeting between you and him and Mr. Marron ever take place? A. No, not on that issue at all, if I can recollect.

587. Q. On any other issue relating to this company? A. No, I think I've told you - and I've told you quite truthfully - that from the very initiation of this company, which was initiated by Smith, and he asked for my assistance - and the shorthand writer has down what I've said he asked for - I then decided to play no further part in the company, and after about eleven/twelve months - I'm not sure what the period of time was - during the period I had done nothing at all for the company except, as I said, I mentioned the matter of the trade union complex to Lord Carron. I did nothing at all for it and I received no monies for it, and that's the position.

MR. MUIR HUNTER: Well, sir, it now appears that Mr. Marron has, or may have, a file containing one or more documents relevant to the matters we have been considering to-day, and I would, therefore, ask for an adjournment of this matter, with liberty to restore on seven days' notice or more, if my learned friend would like, after Mr. Marron has discovered the documents which he thinks may exist.

MR. STEER: Yes.

THE WITNESS: Excuse me for saying this - I'm being informal now - you won't just call the meeting out of the blue, will you?

MR. MUIR HUNTER: Oh, no.

MR. STEER: I would certainly agree to that, in principle. You will recall the undertaking which I gave on Mr. Marron's behalf. I wonder if we might have a longer period of notice?

(After a short discussion, the examination was adjourned to a date to be fixed, to be restored at fourteen days' notice.)