

Day 10. *mt*

Held at

The Court House,
Wakefield,

on

Monday, 25th June, 1973.

BEFORE:

MR. REGISTRAR GARSIDE

RE: JOHN GARLICK LLEWELLYN POULSON
(IN BANKRUPTCY)

APPLICATION BY MR. MUIR HUNTER (ON BEHALF
OF THE TRUSTEE) FOR AN EXAMINATION OF THE
DEBTOR UNDER S.25 OF THE BANKRUPTCY ACTS,
1914 and 1926

EXAMINATION UNDER SECTION 25 OF THE
BANKRUPTCY ACTS, 1914 and 1926.

of

JOHN GARLICK LLEWELLYN POULSON.

APPEARANCES

For the Trustee:

MR. MUIR HUNTER, Q.C.
MR. D. GRAHAM.
MR. M. CRYSTAL.

For the Debtor:

MR. L. SAFFMAN.

From the shorthand notes of Laidler Haswell Limited,
4 Trinity Terrace, Rothwell, Leeds LS26 0PA.

THE OFFICIAL RECEIVER: May it please you, sir. Before Mr. Hunter makes his application I understand that a remark I made earlier about the Statement of Affairs seems to have caused some offence. I want to make it quite clear that I was not attacking the Trustee in this case, I was making the point, sir, that the Trustee was employed to assist the debtor in the preparation of his Statement of Affairs, and the Trustee's firm. The Statement of Affairs was prepared from information supplied to them by the debtor at that time. If, as it now appears, the Statement of Affairs is inaccurate, clearly the information supplied at that time was inaccurate.

MR. MUIR HUNTER: We are greatly obliged for the very handsome remark by Mr. Bishop. Would you give leave, sir, ~~that~~ that remark be communicated to the press, because, of course, the Trustee is a very well known firm in these parts?

THE REGISTRAR: Yes, of course.

MR. MUIR HUNTER: We are greatly obliged, steps will be taken. Now, sir, this is an application for a private examination under s.25 on the grounds set out in the report, and I propose, if I may, in the particular circumstances of this case to depart from the usual rule and to give my learned friend Mr. Saffman, who appears for the debtor, a copy of the report.

THE REGISTRAR: Yes.

MR. MUIR HUNTER: As you know, it is normally withheld from the witness and his advisers. You will recall, sir, that under s.25 the bankrupt or his wife are subjected to examination at large, and the statute does not itself impose any justification for their examination.

THE REGISTRAR: Yes.

MR. MUIR HUNTER: And when this matter was before you on Day 3 you said, as I ventured to remind you earlier today, that it would be possible to hold a private examination in lieu of the Public Examination, but in your view the matter had not yet reached that stage because the bankrupt was not threatened with prosecution. Now that he is, of course, actually arrested and under prosecution, the situation has changed.

THE REGISTRAR: Indeed.

MR. MUIR HUNTER: Now, as you know, sir, we have been much assisted by Mr. Poulson's answers in a matter of great complexity, and there are five subjects which are set out in this report.

THE REGISTRAR: Yes.

MR. MUIR HUNTER: Now, the first one, as you see, sir, I was unwilling to commit to writing, but --

THE REGISTRAR: Yes, I did not want to argue that point in open court.

MR. MUIR HUNTER: But, in fact, we have come into possession - and I will show this to my learned friend - of files. B.1 contains five documents which relate to the supplying to the order of Mr. Poulson of paints and decorative work and labour to the private residence of Mr. Anthony Barber, the Right Honourable Mr. Anthony Barber, at the end of 1967 in circumstances in which the cost of it - the exact amount is not known, but we think it must be larger than the two bills here enclosed - was debited to Mr. Poulson's business accounts and was, in fact, set off for the purposes of income tax, as appears from the income tax statement which is the last sheet in that file, where "Gross - decorating £41.14.8d." half-way down, is, in fact, the sum for decorating the top floor of Mr. Barber's house.

THE REGISTRAR: Yes.

MR. MUIR HUNTER: Now, we made investigations into this matter and we have spoken with Mr. Robinson, the Director of World Wide Interiors, which was that part of Mr. Poulson's organization which specialized in decoration. The Mr. Robinson is the person whose signature appears on the first sheet of B.1, and we think - and he is not disposed to deny - that the handwriting on other parts of B.1, page 1, "Party for Sarah Poulson - plaster accounts", are also his.

Now, it is absolutely essential, in our judgment and upon my advice, that Mr. Poulson should be asked upon oath to give an account of this transaction, bearing in mind that we are in possession of other correspondence showing that he and Mr. Barber were on close corresponding and political terms, and of the danger that a fact,

namely the actual decoration of a senior political figure's house in circumstances in which he does not appear to have paid for it at the instance of Mr. Poulson, may well become a matter of public rumour in the way that has occurred before, and it is absolutely essential, we feel, at the earliest possible moment to discover the truth of this matter. I say no more about that for the time being.

The second item in the report is that we have discovered the Fell Construction files which make it plain, on the surface at least, that Mr. Albert Roberts had built for him by Fell Construction a house which cost about £9,000, of which Mr. Roberts paid only half, the remaining half being defrayed by a set-off of Mr. Poulson's professional fees for services rendered to Fell Construction, and that similar houses on the cheap were achieved for Ovalgate Investments - a block of flats - Mr. Gomersal, Mr. Poulson's employee or partner, and the Knottingley Ladies' Conservative Club. These are matters again which are liable to become sources of rumours, if, in fact, they are not already known, and, secondly, they represent potential sources of recovery of assets.

The third item is that it has now become plain beyond argument that Mr. Costa Nasser, who was Mr. Poulson's or Mr. Poulson's associate's agent in the Middle East, was obtaining substantial commissions on the bankrupt's I.T.C.S. - it should be "projects", not "property" - for which he has failed to account. We have discovered amounts exceeding £2,500 in that respect.

The fourth item is this, that over and above what I will call the general relationship between Mr. Dan Smith and Mr. Poulson in relation to which the enormous sums were paid of which this court is aware, it now appears that Mr. Smith having obtained from Mr. Poulson a sum of 'X' pounds for Mr. 'Y', in fact may have paid only half 'X' pounds to Mr. 'Y', thereby suggesting that Mr. Smith is on any view accountable to Mr. Poulson for that sum which he obtained by misrepresentation, or has wrongfully converted.

And the fifth item is that Alderman Cunningham appeared from Mr. Poulson's examinations on past days to

have received no more than three holidays, each of which was supposed to be for the purposes of a thank you for the building of a Trade Union office, or the design of one, and that each of these was intended to be a gift. Mr. Cunningham has been examined in this court and has admitted that he had nine holidays totalling over £4,000 over a period of six years, that he claims that he always intended to pay for them, and has produced two letters purporting to be a request for a bill in respect of two holidays of which we have never previously heard. He has also contended that under no circumstances did he receive any gift from Mr. Poulson at all, and that there was no relationship between them whatsoever in Mr. Cunningham's official capacity. He has also denied the receipt of any sum of money in his own right contrary to the statements in the exhibit TDS.2, namely the budget of Mr. Dan Smith. It may therefore appear that in this respect also Mr. Dan Smith has perpetrated some kind of confidence trick on Mr. Poulson, which might enable us to recover some sums.

These are the five outstanding matters which we would very much like - and in fact in the case of number one we regard as politically essential - to pursue at the earliest possible moment, indeed today.

THE REGISTRAR: What view do you take, Mr. Bishop?

THE OFFICIAL RECEIVER: Well, strictly speaking I have got no standing in this matter at the moment. This is an application by the Trustee under s.25. I am not a party to the application, and therefore I could not express an opinion.

THE REGISTRAR: Mr. Saffman?

MR. SAFFMAN: This is, of course, sir, an unusual application in these circumstances, in that normally the application is made ex-parte and a date is subsequently fixed for the hearing. It is then open to the witness, whoever he may be, to apply on notice of motion for the ex-parte order to be cancelled, so that he is not liable to be examined.

So far as the debtor is concerned, I appreciate that s.25 says that an Order can be made for his examination. It is also the fact, and I would ask you, sir, to bear this in mind, and refer you to p.128 and 129 of Williams referring to s.25 - the first complete paragraph on p.129,

sir: "The witness other than the bankrupt may refuse to answer on the ground that his answer would tend to incriminate him." Now, sir, as I understand it, the reason for the adjournment of the Public Examination, or one of the reasons for the adjournment of the Public Examination, is that, apart from the strain which Mr. Poulson would be under, his answers in the Public Examination which he could not refuse to give when he is the subject of a criminal charge - and may I make it clear at this stage, sir, that there is only one criminal charge against him, but that does not mean that there will not be others. I did have the opportunity on Saturday of talking to Commander Crane who is in charge of the investigation and he told me that this charge had been brought because the papers relating to the transactions with Mr. Pottinger had been placed before the Director of Public Prosecutions, but that other enquiries were proceeding. He was not, of course, in a position to say whether or not those would ultimately result in criminal charges, but certainly enquiries will proceed.

THE REGISTRAR: The decision does not rest with him though.

MR. SAFFMAN: It does not rest with him, sir, but in any event the enquiries are not complete. It is a matter for conjecture and opinion as to why this particular charge was brought so quickly. It may be, although I, of course, am not in a position to say, that it is as a result of the questions being raised in the House of Commons during the last week that it was felt that some positive step had to be taken.

THE REGISTRAR: Yes.

MR. SAFFMAN: What I can say certainly is that counsel for the Director on the hearing at the Leeds City Magistrates' Court on Saturday asked for a remand for a month to the 24th July and said in open court that he hoped that by that time he would be in a position to say when the Prosecution would be able to proceed. So that the adjournment to the 24th July is a first adjournment. It is certainly not to be taken on that date, and very probably not to be taken for some considerable time thereafter.

In view of the fact that there is a charge against the debtor, and in view of the fact that under Rule 191 A, I would submit, what applies to a Public Examination should equally apply to a private examination - although it does not say so, because Rule 191 A refers solely to s.15(3) which relates to the adjournment of a Public Examination - that you, sir, in the exercise of your discretion in deciding whether or not to grant an application for a private examination, ought to take those surrounding circumstances into account.

There is also this, sir, which has to be borne in mind, and I will put this into two parts. First of all, that the debtor, when required to do so, has at all times co-operated willingly and unhesitatingly with the Trustee with regard to any information which the Trustee requires. There is in the transcript of the Public Examination a record of certain questions asked by my learned friend in his examination of the debtor relating to a letter which I wrote on the debtor's behalf pursuant to an undertaking given by the debtor that he would go through the cash book and identify certain payments. The debtor complied with that undertaking and the appropriate letter was written. Similarly, the debtor has, at the request of those instructing my learned friend, given authorities to the Inland Revenue, to the Chase Manhattan Bank, to a bank which has not yet been mentioned in any examination, The British Bank in the Middle East, and to other people whose names I do not at the moment recollect, solely so that the Trustee should be able to obtain whatever information he required. That is the first point, sir.

The second point is this, that the debtor is being asked for explanations now of various transactions. This being a private examination, an examination purely for the information of the Trustee so that the Trustee can take whatever steps are necessary, it can, first of all, be something which can be done under s.22. S.22 of the Bankruptcy Act refers to the duties of the debtor as to discovery and realisation of property, and in ss.2: "He shall give such inventory of his property, such list of his creditors and debtors and of the debts due to and from them respectively, submit to such examination in respect

of his property or his creditors, attend such other meetings of his creditors, wait at such times on the Official Receiver, special manager or trustee, execute such powers of attorney, conveyances, deeds and instruments, and generally do all such acts and things in relation to his property and the distribution of the proceeds amongst his creditors as may be reasonably required by the Official Receiver, special manager, or trustee, or may be prescribed by general rules or be directed by the court in any special order or orders made in reference to any particular case or made on the occasion of any special application by the Official Receiver, special manager, trustee, or any creditor or person interested." So that it is my respectful submission that s.25 is at this stage taking a sledge hammer to crack a nut, because s.25 is only applicable if information is given which the Trustee, or the other person involved, believes to be untrue and therefore requires such information to be given on oath. There is no suggestion obviously with regard to these five matters that any untrue information has been given, because these matters have not yet been raised.

MR. MUIR HUNTER: Point (5) has. A direct conflict on point (5). Cunningham said he was to pay for them.

MR. SAFFMAN: Yes, that is what Cunningham said. I am corrected by my learned friend and I accept his correction that there is a conflict. But, of course, this is as a result, first of all, of the examination of Cunningham, which, speaking from memory, I have not seen.

THE REGISTRAR: It only happened recently.

MR. SAFFMAN: Well, in that case my memory is correct. I have been supplied with transcripts of private examinations.

THE REGISTRAR: It was on the 5th June. It may be that the transcript is not ready.

MR. SAFFMAN: I am obliged to you, sir.

MR. MUIR HUNTER: It is just.

MR. SAFFMAN: I am not suggesting, sir, that I have been prevented from having this. I have certainly been supplied with a considerable number of transcripts of private examinations and whilst I do not know unless the press reports it --

MR. MUIR HUNTER: It arrived on Friday.

MR. SAFFMAN: I am only wanting to make it clear, sir, that I am not suggesting for one moment that I have been deliberately deprived of this transcript. I am saying from memory that I have not seen it, and obviously since it only arrived on Thursday or Friday my recollection is correct that this is one that I have not seen.

THE REGISTRAR: Yes.

MR. SAFFMAN: I would submit, sir, that the proper way of dealing with this matter is for Mr. Poulson to be supplied with the relevant documents, or for me to be supplied with them on his behalf, that he then be asked for his explanations under s.22 of the Bankruptcy Act, and that it then be open to the Trustee, if he is not satisfied with those answers, to apply for examination under s.25.

But I would stress one point here, sir, which I have made on previous occasions, something which has on occasions been observed but more honoured in the breach than in the observance, and that is that where in the course of his Public Examination Mr. Poulson is to be asked about documents which he has not seen previously that he should be supplied with copies of those documents in advance so that he may direct his mind to them and marshal his recollections relating to them - be those recollections right or wrong - in the same way as I have asked on occasions that some indication be given as to the matters to be raised at the Public Examination so that Mr. Poulson could direct his mind to them. My learned friend has on occasions done so, in particular on one unfortunate occasion which has already been referred to this morning, and in respect of which I only wish to say this, that I, sitting more or less next to my learned friend, never heard any mention of the word "parliamentary".

MR. MUIR HUNTER: Thank you.

MR. SAFFMAN: And I personally am astounded as to how that ever came to be reported or mentioned in any way whatsoever. So that I would say this, sir, that, first of all, this application ought to be refused because the Trustee ought first of all to go under s.22 of the Bankruptcy Act, and that if that submission is rejected by you, then the examination under s.25 ought not to take place today but

at a date to be fixed after Mr. Poulson, or I on his behalf, have been provided with copies of the relevant documents - as I have this morning been provided with copies of the documents relating to Mr. Barber - so that they can be perused and my client's mind directed to the matters involved, and that a study can be made of all the files in the possession of the Trustee or the Official Receiver relating to that particular matter. Let me say this, sir, because I do not want to give any false impression whatsoever. Those instructing my learned friends have made it clear to me that I am welcome at any time to examine all documents in their possession. That invitation has been extended on many occasions.

THE REGISTRAR: It is a question of knowing where to look in this case.

MR. SAFFMAN: Well, this is the point, sir. The Official Receiver has also been most co-operative in that way, in that I have been supplied with copies of any documents which I have requested. There is the difficulty, of course, that all the documents may or may not be in the possession of the Trustee and the Official Receiver. They may be in the north east, they may be in London. It is very difficult.

I have taken the attitude consistently that so far as the Public Examination is concerned I have been in the position of a linesman at a football match, in that at the Public Examination all I can do is raise my flag if there is what I consider to be a foul or offside, or whatever it may be, and it was then for you, sir, in the position of a referee, either to blow your whistle and stop play or wave play on ignoring my flag. And I did not consider it proper that the costs - and I can now, sir, in chambers, of course, refer to the Order which was made - I did not consider it proper that the costs being incurred on behalf of Mr. Poulson should be increased by some thousands of pounds by me spending what would obviously be a very, very considerable amount of time in perusing files until such time as there was to be a re-examination in the bankruptcy.

But in view of the matters which have been raised, it is obviously important that I peruse not only the files

which the Trustee proposes to put to Mr. Poulson on these matters, but also any other files which may have any connection with it, and I stress "may have any connection with it" and not "do have any connection with it". So that if you were to make an order, sir, that there should be at this stage an examination under s.25, I would ask that the order be that it be an examination on a date to be fixed by agreement between the parties, so that that proper opportunity be given. Because this is, of course, sir, an application which seeks information and since it is an application made in good faith - I do not suggest for one moment that it is not - then obviously the Trustee, who wants information, must give every opportunity to the debtor and those advising him of getting a sight of all the documents which may enable them to give that information, or perhaps more information. Taking item 3(1) for example - and this is something which you will appreciate I have heard about for the first time this morning --

THE REGISTRAR: Yes.

MR. SAFFMAN: The Trustee has discovered documents relating to a transaction involving some £48.

THE REGISTRAR: £148.

MR. SAFFMAN: £148, I am sorry, sir. It may be - and as I say, I do not know - it may be that this is part of a larger transaction. If it is, the Trustee will obviously wish to know about it.

The only other point, sir, which I ought to mention is that in this report in paragraph 4 there is an application for an examination forthwith because the bankrupt will be involved in magistrates' court proceedings from 24th July onwards, after which time it might be thought oppressive to require his attendance in this court. I have already mentioned this in passing but I think it ought to be mentioned again specifically, that on the 24th July there is only to be a remand to a further date. We do not at this stage have the depositions; it is not anticipated that we will have the depositions before the 24th July. Indeed, sir, I am not in breach of any confidence, because the same thing was told to the Clerk of the Court on Saturday, that it is not anticipated that the depositions will be available to be served for a period of approximately

two months from now. In those circumstances the 24th July has very little significance, because there will then be a further remand which, at the present time and by agreement, it is anticipated will be to October, and the Prosecution do not anticipate that they will be in a position to proceed with the committal until near the end of the year.

I would ask you, therefore, sir, at this stage to dismiss this application, or, if you do not, to adjourn it to a date to be fixed after the debtor, through me, has been supplied with copies of the documents to which reference is to be made; as, for example - and I appreciate the reason why I do not yet have it - the examination of Mr. Cunningham.

THE REGISTRAR: Yes. Mr. Hunter, what about s.22?

MR. MUIR HUNTER: Well, s.22 is really purely an administrative matter. The Trustee can send for the debtor and say, "How many silver coffee spoons have you got?" or something of that sort, but what I am asking for is answers on oath, which s.22 does not afford, to specific and important questions. One of which - and I take the first one - having regard to the terrible political dynamite in this case and the terrible outbursts as a result of the George Brown, Crossland, Maudling, episodes in the past, I am most anxious to establish on the bankrupt's oath the circumstances of his transaction with Mr. Barber. It matters not whether it is £50 or £150, this is known to a number of people - it must be known; I think we can swear for the security of our own staff - but it must be known to the firms who did it, and I think it would be most undesirable that this matter should remain unclear and capable of being leaked out in these dreadful rumours which we have all suffered, without the bankrupt having given an explanation. If on ground one alone, I would most strongly press that the bankrupt should give on oath his explanation today.

As regards (2), I am presented with a fact that Mr. Albert Roberts, the M.P. for Normanton, had a house which cost £9,000 which he got at half price. Mr. Roberts is again a public person but not as senior as Mr. Barber, and if I am to know if I should take proceedings against Mr. Roberts, I should take them swiftly lest Mr. Roberts die

or lose all his money, and I must know if there is an explanation capable of being put forward by Mr. Roberts from the bankrupt. The bankrupt may have some explanation about this - that Mr. Roberts paid him on the side, or something. The same is true of the other three houses.

As regards Mr. Nasser, I know from the bankrupt's previous answers that he has always believed that he was cheated in respect of I.T.C.S. He has said in open court some pretty terrible things about the Right Honourable Reginald Maudling, but he wanted to know where the money went; but it now seems, from our information, that Mr. Nasser may have got away with something like £140,000 of illegal commissions, of which one of Mr. Poulson's partners complained in writing. We have the letter. Mr. Poulson pooh-poohed the idea, and now we have chapter and verse, in the shape of two invoices showing payments, substantial payments, to Mr. Nasser, one into a Swiss bank account. This might provide a very important additional source of assets, and it has a very particular connection with the settlement that we have made with the syndicate - that is to say, Mr. King and his fellow debtors - because in that settlement it was made on the terms that I.T.C.S. was treated as worth no more than £5,000 net worth. If, in fact, I.T.C.S. is worth many thousands of pounds, then the Trustee will be entitled to a further payment.

Now, as regards Mr. Dan Smith, I again understand from Mr. Poulson's evidence that he regards Mr. Dan Smith as having imposed on him. Mr. Poulson has said on oath that he never knew what Mr. Smith did. If, indeed, Mr. Smith was getting money out of Mr. Poulson on the pretence of paying a thousand pounds to, shall we say, Mr. Caine, a name that Mr. Poulson can remember, and, in fact, Mr. Caine was only paid £500, Mr. Smith has converted £500 a year. This is a matter of great importance to the bankrupt because he can get some consolation from the increase in the recovery of his assets.

As regards Mr. Cunningham's holidays and salaries, I regret to say that I am totally at variance with my learned friend, for in Day 4 Mr. Poulson had said that every holiday was a gift, the three holidays I asked him about. Mr. Cunningham, on his oath, said that in respect

of all the nine holidays he always asked that he might be allowed to pay for them, and he said this. This is Cunningham, Day 1, question 152: "It is common ground between us now, Mr. Cunningham, as a result of your repayments, that you regarded yourself as liable to pay for all the holidays which we could show that you had had," and he said, "Yes." "And you remember you wrote a letter about this"? - that was a letter to the Trustee - and he produced -- The only documents he did produce were two letters, one dated the 28th August, 1967, and one dated the 9th October, 1969, addressed to Mr. Poulson and purporting to be genuine carbon copy letters.

The first one read:

"Dear Mr. Poulson,

Thank you for arranging the holidays for us which we enjoyed very much. You did say, however, you would let me have the bill, and you must realise how important it is that I pay the bill. I would be obliged if you would bring it with you next time you visit the north-east, or post it."

And the second letter says:

"When we met last I reminded you once again that you have not let me have the bill for the holiday" - in the singular - "which you had arranged for us. I would be most obliged if you would please let me have it and not shrug the matter off in your usual kind way. You know how easy it is for your actions to be misrepresented by other people.

Forgive me for writing to you at your home.

This seems the only way to bring this matter to your personal attention as I have done before."

The original of no such letter has been found in any of Mr. Poulson's personal correspondence files. I am not saying the letters are not genuine - they may be there but we have not found them - but what is plain is that Mr. Cunningham said that every single holiday from 1963 to 1969 was something for which he expected to pay, whereas Mr. Poulson, in respect of the three holidays he has had put to him, has said that each one of them was a gift.

There is a direct conflict which impugns the **credibility** of the bankrupt because he is contradicted by a person of some public standing who has actually made his assertions good by paying over the sum of over £4,000. So that there is also the question of Mr. Cunningham flatly denying that he ever received any money from Mr. Poulson, and, therefore, I do strongly press that the Court should consider this is a justifiable case.

Now, as to "co-operated fully", well, the bankrupt has not, in fact, co-operated fully. We have had the greatest difficulty in extracting documents from him, and I did not bring it out in open court because I thought it might prejudice Mr. Poulson, but I must inform the Court that when Mr. Poulson was arrested on Friday night, the house was searched and a substantial quantity of documents were recovered, including important files relating to presents - some substantial files - and these are on their way to us from the police, and having regard to the way that Mr. Poulson has been pressed time and again, both by myself and by his own solicitor, I find it regrettable that these documents have only just come to light.

As regards using s.25 "to crack a nut", this is a wholly inappropriate simile. Mr. Poulson's is the largest and most complicated bankruptcy in the last twenty-five years, and the Court needs the aid of Mr. Poulson's sworn testimony, not merely to discover the circumstances of his case, but in order that the Trustee may, if he takes proceedings - as, for example, he has taken against Mr. Sales - have the bankrupt committed on his oath to statements of fact, and if, in fact, by pursuing Alderman Cunningham, I should need the bankrupt's statement of fact on that.

As regards my learned friend Mr. Saffman's desire that he should see documents before this examination, my learned friend is under the misapprehension that this is an action. It is not an action; it is an inquiry. The bankrupt can be asked questions about any matter and will be shown documents relative thereto, but I am not disposed, unless the Court directs me, to provide the bankrupt or his solicitor with discovery in advance of the questions which I propose to ask.

I, therefore, press for an examination to proceed forthwith on such of the subjects specified in the report as the Court thinks are urgent and justifiable.

As regards the bankrupt's future commitments, it would seem that between now and the 24th July is a time when at least he may be more free than he may be after the 24th July, and I would not wish to be met after the 24th July with the suggestion that he is now too busy, and I, therefore, conclude by reminding the Court that when my learned friend made his extremely eloquent address on the 1st August of last year that this Public Examination be suspended and that we have a private examination instead, he was putting forward the same arguments as I have been putting forward to-day.

MR. SAFFMAN: I did say, sir, on the 1st of August last year, "if necessary".

THE REGISTRAR: Yes, I can understand the Trustee's desire to have this evidence on oath on the five matters mentioned in paragraph 3 of the report, and I can understand the desire to get on with the bankruptcy, it being the most complicated case that it is. I do not think any of us could have foreseen that the criminal charges would have been brought so soon either in March on the occasion of the last day of the Public Examination, or even last week when the matter was raised in the House of Commons.

I have, therefore, to decide whether there should be a private examination of Mr. Poulson on these five matters or not. I have come to the conclusion that it is in order for a private examination to be held for these five matters to be looked into, but I do not think to-day is the appropriate day for such a private examination, coming so soon as it has after the issue and execution of the warrant, and Mr. Poulson being detained overnight in Leeds. It must have been a terrible experience for him, and I cannot think that he has recovered from it sufficiently to undergo a rigorous cross-examination to-day.

I, therefore, order that there be a private examination on a later date.

MR. MUIR HUNTER: Sir, I am greatly obliged to you for your ruling. I must now, sir, with your leave, trespass in relation to number 1, and in what I am about to say I am now going to disclose it as a sort of state secret, sir.

THE REGISTRAR: Yes.

MR. MUIR HUNTER: I consider that the Prime Minister is entitled to have available to him the Barber file, as I call it, as soon as possible, but not by sending it to him direct because I have no relationship with him, but I propose to send it to the Attorney General. A letter has been written - in fact, typed by myself for the purposes of confidentiality - which would enclose the documents B.1 and B.2 and a Statutory Declaration. I have indicated in the letter that if the Court thought it right that any questions be put to Mr. Poulson about that, a summary of them would be enclosed in the letter. One never knows at what moment some dreadful rumour may assail Mr. Barber or the Prime Minister or the House of Commons. If, however, you think that by the reasons you have given, with which respectfully I have the greatest sympathy about Mr. Poulson's condition, that I should not ask even questions about Mr. Barber, then I must accept your ruling and I shall inform the Attorney General that the Court did not think it right to ask any questions to-day at all.

MR. BISHOP: If I may assist the Court - and I do not wish a note to be taken ---

MR. MUIR HUNTER: Well, I do not know in what circumstances the documents have been disseminated. They are, in fact, the property of the Trustee; but the point is that the vital document is Mr. Simpson's Statutory Declaration which describes the circumstances in which the documents were found, the explanations given by Mr. Robinson, and identifies the persons who may be aware of the facts, and, although I am grateful to the Official Receiver for having sent this down already, I still renew my request that the Court should consider whether the interests of the administration, which at least in chambers we are allowed to pay heed to, the bankrupt be asked just, say, half a dozen questions about this episode, if nothing else.

THE REGISTRAR: Now, Mr. Saffman, could Mr. Poulson stand up to half a dozen questions?

MR. SAFFMAN: Sir, he came here to-day prepared for a further Public Examination because he does not seek, and he has never sought, to plead ill-health as a reason for an adjournment, except on one day when he was taken ill.

I would ask, sir, that there be an adjournment for some five or ten minutes to let him have a look at these documents which, of course, neither of us have ever seen previously.

MR. MUIR HUNTER: Would you think it right, sir, to adjourn perhaps --- I think you have retained the rest of the day for this.

THE REGISTRAR: Yes, I have, indeed.

MR. MUIR HUNTER: Could we resume, perhaps, at two o'clock?

THE REGISTRAR: Yes, certainly.

MR. MUIR HUNTER: Mr. Poulson will have been able to have lunch and a little rest after no doubt a trying morning, and then my learned friend may be able to put us in the picture almost himself. If he likes to make a statement, Mr. Poulson can confirm it.

MR. SAFFMAN: Is it possible to see a copy of the Statutory Declaration of Mr. Simpson, and are there any other papers which might be relevant to this, or is it purely these documents B.1 and B.2?

THE REGISTRAR: I have no control over the Statutory Declaration.

MR. MUIR HUNTER: There may be other documents. What my learned friend has before him in the shape of B.1 and B.2 are the only documents which have actually been discovered - well, the only documents which we have been able to lay our hands on at the moment which appear to be relevant. B.2 are documents of a political character passing between Mr. Poulson and his political associates including Mr. Barber, Sir David Renton, Lord Drumalbyn, and others. I do not think it would be right to give my learned friend a copy of the Statutory Declaration. I have summarized what it contains, namely the source of the documents, where they were found, and when they were found, and I have summarized what Mr. Robinson has said, and he identifies his handwriting, and that it appears to relate to a teenage party. I do not doubt that Mr. Poulson will remember something of it. If he wishes to be reminded further, then I will do so; but the Statutory Document is really a State paper now.

MR. SAFFMAN: Sir, there are no State papers in this matter.

MR. MUIR HUNTER: My learned friend must be reasonable. We are dealing with political dynamite here. I am not going to hand over the Statutory Declaration, and that is flat. I have gone a great distance already.

MR. SAFFMAN: With the greatest respect, sir, it is a matter for the Court.

THE REGISTRAR: I have no control over that document. It is out of my hands. It has not been produced in evidence. It is not an exhibit. I have no control over it.

MR. SAFFMAN: No, sir, but the position is this; that, as I understand it, an application under s.25 is for the seeking of information.

THE REGISTRAR: Yes.

MR. SAFFMAN: Now, either my learned friend wants full information, or he does not. I am not concerned, and cannot be concerned, with the administration as opposed to the State. Whether something is of damage to one political party as opposed to another - and in this case I am not taking sides, sir, because I see that there are ---

MR. MUIR HUNTER: My friend does me a grave injustice. What I am concerned about is the protection of members of the administration from false rumours. He does me the greatest dishonour by suggesting that I am protecting a political party. I cannot think why he is doing it.

MR. SAFFMAN: No, sir, I did not say that ---

MR. MUIR HUNTER: What I will do, I will say that the Statutory Declaration which was put in this form because this is a matter of the greatest possible delicacy, Mr. Simpson identifies himself. He says what he had been doing and he remembers seeing a file relating to work done on the home of Mr. Barber at Wentbridge.

THE REGISTRAR: Is it right that this should be on the transcript?

MR. MUIR HUNTER: I do not mind. I will not read anything which is confidential. The Official Receiver is possessed of a very large number of invoices, and so forth. On the 21st June these invoices were examined and there were found copies of the invoices 1 and 2 in the file B.1 Mr. Clarkson reported these to his superiors and Mr. Clarkson then produced 3 and 4 which suggested that the invoices were paid by the debtor. Mr. Clarkson also produced a schedule of payments - 5 - which is the list of income tax reductions to which I have referred, and it showed that the payments to Gross were set off against the debtor's professional fees. There was reference to Mr. Robinson, and I have said that Mr. Robinson has been spoken to and has given certain information with which the debtor is not concerned. It was

at our request that Mr. Clarkson produced these documents and we believe that Mr. Robinson may himself be in possession of further documents. One of the documents bears the rubber stamp of the debtor's chartered accountants and auditors, and Mr. Robinson has identified, or believes he can identify - I say that because he is incapacitated at the moment - the words "Party for Sarah Poulson" which appear on Document 1. That, I think, is all that my learned friend needs or is entitled to have. I am sure he must see the importance of this matter.

MR. SAFFMAN: Sir, whilst it is true you have no control over the document, you do have control over the examination, and it is open to you to say that this examination shall not take place unless copies of all relevant documents are produced. If it be - and I would ask my learned friend not to interrupt when I say this - if it be that it is considered that these documents ought not to be released but should be kept secret, then it is my respectful submission that in those circumstances this private examination cannot take place. He cannot have it both ways. Either you can order the documents to be produced as a pre-condition of the examination, and that the examination does not take place unless they are.

THE REGISTRAR: Every s.25 examination is a confidential matter and the transcript should not be released unless I say so.

MR. SAFFMAN: Exactly, sir, and that is why I see no reason why, unless it be thought that somebody present at that examination is not to be trusted, that these documents must be released, because how can the Trustee obtain the information which he requires unless in common fairness, in accordance with the rules of natural justice, the person being asked to answer questions on those matters has an opportunity of seeing the documents to which reference is to be made. We are told of correspondence passing between various people, which is presumably - and I have not seen it - relevant to the matter.

MR. MUIR HUNTER: That is B.1. That is one of the documents you are getting. This is B.2. If my friend would please concentrate. I am not going to produce the Statutory Declaration, not for anybody.

MR. SAFFMAN: With the greatest respect, sir, that appears to me to be arrogating the functions of the Court. It is for you to say whether or not this Examination is to take place, and whilst you have no control over the documents you are entitled to say that the Examination shall not take place unless certain documents which have been referred to are produced.

THE REGISTRAR: I think I can only do that after the private examination has started.

MR. SAFFMAN: As you wish, sir; but it may perhaps be of some assistance if you were to give some indication at this stage of the attitude which you propose taking in view of what has been said.

THE REGISTRAR: Well, you must remember that a Public Examination - and that is what this s.25 examination is but in private - is an inquisition. This is a private inquisition, in fact, and all these examinations take place on the basis that the debtor knows about his affairs.

MR. SAFFMAN: If he remembers.

THE REGISTRAR: If he remembers. Well, we shall see this afternoon if he remembers.

MR. SAFFMAN: If you please, sir.

THE REGISTRAR: It is only going to be a short private examination on that one topic, and the other date that I have in mind for the remaining topics is the 17th July.

(LUNCHEON ADJOURNMENT)

JOHN GARLICK LLEWELLYN POULSON, sworn.

MR. SAFFMAN: May I first of all apologise to the Court, sir, for the apparent discourtesy of being late. It was as a result of taking instructions from Mr. Poulson which I had to check, which necessitated certain tactful enquiries, if I may use that word, from other people to confirm the information which Mr. Poulson had given me.

THE REGISTRAR: Yes.

MR. SAFFMAN: May I say that in making those enquiries I did not in any way disclose the purpose for which the enquiries were being made.

THE REGISTRAR: Thank you.

MR. MUIR HUNTER: Mr. Poulson, I should like you to understand that I appreciate the painful experiences through which you have been and that I would not have particularly pressed the learned Registrar that you should be asked to answer a few questions on this were it not for the matter that this seems to us of some public importance, particularly for the suppressing of any unjust rumours which might be found in circulation. Will you accept that from me?

THE DEBTOR: Yes.

MR. SAFFMAN: May I, sir, take advantage of a suggestion made by my learned friend this morning that, my client being on oath, I should make a succinct statement as to the circumstances surrounding this transaction with a public personage, which Mr. Poulson would then be able to confirm or correct if he considers it necessary, since it may very possibly shorten the time taken in this examination. It would then be open to my learned friend to expand upon my statement by asking Mr. Poulson such questions as he thinks necessary.

THE REGISTRAR: Do you agree with this course, Mr. Hunter?

MR. MUIR HUNTER: I am sure it is convenient. My learned friend will say expressly that he is instructed to say what he does say, and that his client will then confirm it on oath, and I can ask any supplementaries.

THE REGISTRAR: Yes, very good.

MR. SAFFMAN: May it please you, sir; as a result of a discussion with my client over the luncheon adjournment and as a result of the enquiries which I have subsequently made, as I said before, very tactfully and without disclosing the purpose of them, for which purpose I had to go to Mr. Poulson's home and there see one of his daughters. I am now in a position to give an explanation as to the transaction which took place in 1967.

The position is this, sir. My client has a daughter called Sarah, who is now twenty-two, nearly twenty-three, years of age, and in December of 1967 was some seventeen years of age. Mr. Barber has a daughter named Louise, who is a year younger than Mr. Poulson's daughter and at the relevant time was sixteen or seventeen years old. She is some nine or twelve months younger than Mr. Poulson's daughter, Sarah.

The Wentbridge referred to in the exhibit WDS.1 is not Wentbridge in Surrey but Wentbridge near Pontefract - the Wentbridge on the A.1 - and that is where Mr. and Mrs. Barber and their children were living in 1967. At that time Mr. Poulson had been for some four years, and was for another two years thereafter, the Chairman of the National Liberal Party, which, as you are no doubt aware, had, for all practical purposes, become part of the Conservative Party some considerable time previously in that the National Liberal Party accepted the Conservative Whip, and ultimately in 1969 the National Liberal Party disbanded and became officially part of the Conservative Party.

In his position as Chairman of the National Liberal Party, Mr. Poulson had on many occasions met Mr. Barber, and, living so near to them - because Wentbridge is about a mile down the road from "Manasseh" where Mr. and Mrs. Poulson were living at the time - the two families had become friendly and the daughters, Sarah Poulson and Louise Barber, had become particularly friendly.

In 1967 it was agreed, although not in any way by means of a formal agreement or contract, but purely as an informal arrangement, that there should be a joint Christmas party for Louise Barber and Sarah Poulson. The Barber house was considerably larger than the Poulson house, and there was a room on the top floor which was in a very bad state of repair but which was otherwise ideal for such a Christmas party for the children and their friends, and it was thereupon arranged between Mr. Barber and Mr. Poulson that Mr. Poulson, being, as it were, in the business, should arrange for the re-decoration of the room; that Mr. Barber should arrange for the food and drink which was to be supplied at that party for the teenagers - because I must not call them children at that age - and that subsequently there should be a settling up between Mr. Barber and Mr. Poulson of the cost of that joint Christmas party, and if you would look, sir, at the exhibit WDS.1, you will see that the bill from Ceramic Consultants Limited, which had previously been World Wide Interiors Limited but which had changed its name and come, to the best of Mr. Poulson's recollection, under the sole control of Mr. Robinson ---

MR. MUIR HUNTER: Does my learned friend say that World Wide Interiors has changed its name?

MR. SAFFMAN: To the best of Mr. Poulson's recollection.

MR. MUIR HUNTER: Well, we have just put it into liquidation, have we not?

THE DEBTOR: No, he was ---

MR. MUIR HUNTER: I am sorry - this is something new.

MR. SAFFMAN: I am sorry, I may have misunderstood. Is that right, Mr. Poulson, or had Mr. Robinson started another company?

THE DEBTOR: Robinson - he started another company, that's correct.

MR. SAFFMAN: I beg your pardon. Mr. Robinson had been associated with World Wide Interiors?

THE DEBTOR: He was the principal.

MR. SAFFMAN: And then formed a company called Ceramic Consultants Limited. I am sorry if I misled the Court, but you will appreciate it has been difficult in the limited time available.

The "sealer-guard - half gallon" was for the purpose of sealing the floor of a room on the top floor of Mr. Barber's house. It was an old room - a large room - which had not been decorated, which had not been used, but which was thought to be suitable for a party of this nature; that the "armour-guard", as you will see, amounted, in fact, to one gallon of paint, and the Court will doubtless be aware that one gallon of paint does not go very far in any decorations; that the only other item from Ceramic Consultants Limited was a quarter gallon of brush cleaner. The other bill from Gross & Sons is for the labour - "to work carried out on the top floor of Mr. Barber's house at Wentbridge". That is the two coats ---

MR. MUIR HUNTER: And the paint as well - more paint.

MR. SAFFMAN: Yes, yes. That two coats of emulsion paint were applied; that the walls were stripped. One wall, I am instructed, to the best of Mr. Poulson's recollection, was papered with silver foil which is something which is apposite to a teenage party, and that two coats of emulsion paint were applied to the other walls and the woodwork was touched up, and the amount used in respect of materials was some ten or eleven pounds, the rest of the charge being for labour.

Mr. Poulson informs me that, to the best of his recollection, after the party had taken place at the Christmas of 1967 - and during the course of that party Mr. and Mrs. Poulson and Mr. and Mrs. Barber were, as parents usually are on these occasions, downstairs, being neither welcome nor permitted to attend the party and not knowing, to a very large extent, who was present at the party - that when the bills came in for the drinks, and the catering and the decorations, there was a settling up between Mr. Barber and Mr. Poulson because it was a joint party, but after this period of time Mr. Poulson has not the slightest recollection of what the total cost was and whether payment was made by Mr. Poulson to Mr. Barber or vice versa, but it was, as I say, not a question of paying for the decoration of Mr. Barber's house but solely because there was a joint party which was arranged and held for the children of Mr. Poulson and Mr. Barber.

The friendship continued for some considerable time, and, in fact, not only did the Poulsons and the Barbers visit each other's houses regularly, but some considerable time later Sarah Poulson went down to London, the Barbers having moved to London in the meantime to a house in, I think, Montpellier Place, to the best of Mr. Poulson's recollection, to stay there with Louise Barber. So that this was an arrangement which was completely without any political significance whatsoever.

There is just one other point which I think I must make at this time because I have instructions on it and it is a point to which my learned friend referred this morning, and that is that so far as the arrest of Mr. Poulson on Friday is concerned and the removal of documents from the house, I think it proper to put on record, in view of what my learned friend said this morning, that the only documents which were removed were documents of a political nature which Mr. Poulson has never considered to be relevant to his bankruptcy, some empty files in which there had been documents but the documents had already been handed over, the files having been saved in case they could come in useful subsequently, and a housekeeping book for 1965 which had been kept by Mrs. Poulson. Apparently the police also wished to take Mrs. Poulson's address book, but she refused to hand it over as not being relevant to the matter in any way whatsoever.

By MR. SAFFMAN:

1. Q. Now, Mr. Poulson, you have heard what I have said. Have you listened to it carefully? A. Yes.
 2. Q. Is what I have said accurate? A. Yes, as far as to the best of my knowledge, yes.
 3. Q. And do you accept it as being your evidence? A. Yes.
- MR. MUIR HUNTER: I am much obliged to my learned friend.

By MR. MUIR HUNTER:

4. Q. Mr. Poulson, I must just press you for one or two specific points. Do you say that in settling up for the party, which would be a quite natural thing, you agreed to bear the cost of the decorations and Mr. Barber agreed to bear the other expenses? A. No, sir, I didn't say that. Mr. Saffman didn't say that.
5. Q. Well, do you say, then, that Mr. Barber, in fact, paid you? A. I am quite sure that it was all checked - lumped together, and a settlement made.
6. Q. You see, I have to think at all times, Mr. Poulson of all the angles of this case, and on these documents, which you may have had a chance of looking through, we find that Mr. Robinson, a trusted employee or associate of yours, signs this and calls it "Party for Sarah Poulson", does he not? A. Yes, which was wrong, of course, but how would he know? He was only an employee.
7. Q. Well, then he passes it to the Accounts - page one - and the same Mr. Robinson, in the same handwriting, says, "Gross account passed to Mr. Baker, Accounts; K. W. Robinson being paid by Mr. Poulson," and that is stamped by the auditors, and then the ledger account shows that it is ---
MR. MUIR HUNTER: Has Mr. Poulson not seen it?
MR. SAFFMAN: He saw it before lunch, but ---
MR. MUIR HUNTER: I am sorry. (Document handed to the debtor.)
Will you start at page one, please?
8. Q. I think that is what you were shown. You see, this is all Mr. Robinson's handwriting, it seems. He passes it to Accounts after signing it; he passes the next one to Accounts after signing it, and it is then stamped by the auditors. The next sheet - you see "J. G. L. Poulson" at the bottom - is a ledger sheet. A. Yes.
9. Q. No, the next one. A. I see.

10. Q. That is a ledger sheet showing this as a debit against the practice accounts of £41.14s. 8d., which is the third item from the bottom of the middle column. A. I've seen it.
11. Q. The same is found on the next ledger sheet, the sum of £17. 4s. 5d., and then on the last sheet you see, "Gross Decorating £41.14s. 8d." - and you may take it that these are payments debited against your income tax if more than £20. That would be presumably why Ceramic Consultants did not appear. It is right, Mr. Poulson, is it not, that this could not be regarded as a practice expense? A. Oh, definitely it couldn't.
12. Q. No? A. It could not be regarded, no.
13. Q. It could not, no. Therefore, you say this is a mistake? A. Well, I didn't know it was until you showed me it, sir.
14. Q. And if, in fact, Mr. Barber settled up with you then it would be even more incorrect? A. Yes.
15. Q. Did you tell Mr. Robinson that this was a private expenditure? A. I don't know that I discussed anything with Mr. Robinson. I wouldn't do. I'd just ask him to do the job.
16. Q. Apparently he was invited to the house to advise on the decoration of Mr. Barber's home. He says, "I met Mr. and Mrs. Barber who showed me the upstairs room." And, in fairness to yourself, he says, "The only explanation I can think of for the note about Sarah Poulson is that it was to be a sort of dual arrangement." Do you say, then, therefore, in so far as you can recall - and this may be important for Mr. Barber, Mr. Poulson - that to the best of your belief Mr. Barber did, in fact, pay for these costs of re-decorating a part of his house? A. Half of them.
17. Q. Half of them? A. Yes, because it was for that purpose. I would imagine so.
18. Q. He paid half --- A. Well, I would imagine so.
19. Q. What, he paid half and you bore half? A. Well, I mean, it was only done for that purpose. He wouldn't have had the room done. It wasn't used. It was a room that was never used.
20. Q. Well, then, in order to enable you to settle with Mr. Barber you would have had to have known what it cost. How did you find out? A. I expect when the bills came.

21. Q. Well, these bills are fairly small. Were they, in fact, brought to your notice? A. They would be at the time, sir.
22. Q. If they were brought to your notice then you would have directed that they were not paid out of the practice, would you not? A. I don't know. It's all memory, sir. I can't remember it.
23. Q. They were not, in fact, paid so far as your practice was concerned for a year in the case of Messrs. Gross, and for six months in the case of Messrs. Ceramic Consultants, according to the ledger card. When did you have this settlement with Mr. Barber? A. I don't know, sir. It would be afterwards.
24. Q. Shortly afterwards? A. Well, I don't think so. I don't think it would be.
25. Q. To show the terms of personal friendship you were under, I see from another file, B.2, of correspondence between yourself and your political associates, that on the 15th January, 1968, you said that you were sending Mrs. Barber some sodium amytal tablets "which will be useful for you on your forthcoming trip, provided you don't wash them down with too much drink." I do not know whether you remember that? A. Of course I don't.
26. Q. But presumably Mrs. Barber at least was going on a trip. So would you have settled up with Mr. Barber soon after Christmas? A. I wouldn't know, sir.
27. Q. What, therefore, do you remember about the settling up? A. Only that there was a settling up - that's all.
28. Q. Where would it have taken place? A. At Mr. Barber's home.
29. Q. Would he have given you cash or a cheque? A. I can't remember, sir.
30. Q. What? A. I can't remember.
31. Q. You cannot remember. If, in fact, Mr. Barber paid half the decorations, did you pay half the eats and drinks? A. Oh, yes. I'm quite sure I did.
32. Q. You did not? A. I did.
33. Q. You did. You mean you split everything? A. I'm quite sure it was done that way.
34. Q. So would you have paid him by cheque? A. I don't know, sir.

35. Q. You see, Mr. Poulson these are very dangerous waters.
We are speaking about --- A. I know, but it's no
good me saying when I can't remember, sir.

36. Q. And if there is, in fact, a cheque in your bank account
made out in favour of Anthony Barber for some sum, well
we will have to, you know, remember to look for it.
A. Well ---

37. Q. You must appreciate --- A. But it's such small amounts
that he might have had it in cash.

38. Q. How many children were there? A. I have no idea, sir.
I'd be guessing.

MR. MUIR HUNTER: Well now, I think I have performed my
public duty in this respect.

THE REGISTRAR: Yes.

MR. MUIR HUNTER: And I propose, sir, with your leave, to
send my junior's note of this with the communication of
which you are aware. May I have the Court's leave for this
purpose?

THE REGISTRAR: Yes, most certainly.

MR. MUIR HUNTER: It is only addressed to the Attorney
General. It is marked "Most confidential - Law officers
only".

THE REGISTRAR: Yes.

MR. MUIR HUNTER: But before I part with this, may I take
up an extraneous matter which my learned friend did put
to the witness about the documents recovered by the police?
I just do not want there to be any misunderstanding. May
I tell you the extent of my instructions? That we were
informed in the course of Saturday - or was it Sunday?

MR. GRAHAM: Sunday.

MR. MUIR HUNTER: -- that the police had, in fact, recovered
certain documents from Mr. Poulson's house and that they
were being taken down to London in a police car which
could not be intercepted. An attempt was made to catch me
at Kings Cross, but in the event they reached our chambers
and extracts from them were read to my junior by a clerk,
and the impression we received was that they were considerably
more extensive than has been made out.

THE DEBTOR: I only repeat what Mr. Saffman has repeated
to-day. This is second-hand information that I was told,
sir.

MR. MUIR HUNTER: I see. Well, if you do not, in fact, know what was taken, I do not make any implications at all. What the documents are will speak for themselves.

THE DEBTOR: Well, I was told this. I mean, after all, I wasn't there, was I?

MR. MUIR HUNTER: But apparently they contain certain material on the Ropergate Services accounts and also on the scheme, proposed scheme.

Sir, I am greatly obliged to you for this indulgence, and I am sure we are grateful to Mr. Poulson and my learned friend for answering in this way.

THE REGISTRAR: Yes, indeed. So this private examination is adjourned until the 17th July. That is a Tuesday.

MR. MUIR HUNTER: Could we say at 10.45 or 11.00, permitting counsel to come by train in the morning?

THE REGISTRAR: Yes, of course. I will say eleven o'clock.

MR. MUIR HUNTER: I am greatly obliged.

MR. SAFFMAN: May I again, sir - and I appreciate that you have said this morning that the production of documents is a matter with which you cannot deal until the examination commences - that the production of these documents to me this morning relating to Mr. Barber has, I think I can confidently say, cleared up any difficulty that there may have been with regard to any suspicion of any ---

MR. MUIR HUNTER: Do not put words on it. It is a necessary enquiry. Please do not put words on it, Mr. Saffman. I had to ask the questions and you had to answer them. Let us leave it at that.

MR. SAFFMAN: Let us by all means leave it at that, sir. Let me make no comment on it except this: that as a result of those documents having been supplied, the enquiry into these matters has, as I feel sure everybody will agree, been considerably shortened, and may I ask, sir, that ---

MR. MUIR HUNTER: I have a car waiting to go to London, Mr. Saffman.

MR. SAFFMAN: I will only be one moment, sir. -- may I ask, sir, that that be borne in mind with regard to other matters which are to be the subject of private examination, and I would ask you again, sir, to give some indication at this stage as to whether or not you would adjourn a private examination when questions are raised on documents which Mr. Poulson has either not seen at all or has not seen for some considerable time.

THE REGISTRAR: That must depend on the nature of the document produced.

MR. SAFFMAN: As you please, sir.

MR. MUIR HUNTER: I will use my best endeavours to obtain instructions to release the documents which Mr. Poulson mentioned. I am greatly obliged to you, sir.

(PRIVATE EXAMINATION ADJOURNED)