

5658. Q. Now, listen, Mr. Poulson; in a letter to you from Mr. Shea's company dated the 17th June, 1966, Mr. Shea writes: "To confirm the ending of the agreement between Ropergate and the company, the final payment of £3,750 be made forthwith in respect of the retainer." That is the rest of the salary, you see. "Notwithstanding the termination of the agreement, Ropergate will acknowledge as an outstanding debt to Shea & Co. a sum equal to 5 per cent of the fees received or receivable in respect of the South Cheshire Hospital." Well now, how did that situation arise?

A. I've no idea, sir. All I was told was that I owed it to him.

5659. Q. Who told you that? A. Mr. Marr.

5660. Q. And on what basis was that? A. I've no idea, sir.

5661. Q. Mr. Poulson, you are making fun of this Court. A. I am not. I cannot recall incidents in detail that happened so long ago, sir.

5662. Q. You must remember -- A. Can I make this -- I make statements and then you say that they are incorrect. I am not going to be trapped into this.

5663. Q. Mr. Poulson, this is a sum which Mr. Shea's solicitors eventually quantify at £17,500. Are you saying that you did that inadvertently? A. I don't say I did it inadvertently. I suggest you take it up with them with a view to getting as much as you can back. Nothing would please me more.

5664. Q. His solicitors on the 9th September, 1965, say they would be glad to hear from you. "We understand that your clients have received the first instalment of fees in connection with the Manchester project." That is the South Cheshire Hospital. "Glad to hear from you with regard to the payment to our client of a further sum in accordance with Clause 3 of the agreement of the 26th October, 1963" - that is this agreement - "and negotiations leading up to that agreement, proper consideration being given to the services which our client rendered in connection with the Manchester contract." What services did Mr. Shea render? A. Mr. Shea never rendered any services as far as I am concerned. I didn't like him enough, or respect him enough.

5665. Q. On the 8th October, 1965, they write again. "Our client is entitled to something in the region of £17,500 for his services in connection with the Manchester Hospital" which

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is apparently calculated on 5 per cent. Well now, why did Mr. Shea think that he had a very large claim to these fees?  
A. I don't know, sir. The only thing is, I say you want to get as much of this back as possible because I --

5666. Q. Why did you pay it? A. I've no idea, sir. I can't answer that.
5667. Q. You were not all that flush with money in December, 1965, were you? A. Yes. If you look up the records and the narrative - very.
5668. Q. Now, when the thing had eventually settled -- A. It didn't matter.
5669. Q. In 1967, you wrote, or somebody wrote on your behalf:  
"Poulson has asked me to write and thank you for your letter, and he agrees that you may close on the basis of £10,000 being paid on or before the 31st July this year," and that, Mr. Poulson, you could not afford to pay. A. No, it was because I wanted to be rid of him. I didn't like him, I didn't see him, I didn't consult him.
5670. Q. Look at the contract that you entered into. A. Which I didn't want to enter into in the first place.
5671. Q. Look at the contract you entered into. It says, "Such further sum as in the opinion of the company shall be reasonable". Is this the only contract between yourself and Mr. Shea that you can recall? A. Yes, sir.
5672. Q. Was there some restriction on what Mr. Shea should and should not do? A. I have no idea, sir. I can't even recall.
5673. Q. Was there not a letter which said that Mr. Shea was not to deal with the Leeds Hospital Board? A. I wouldn't know, sir.
5674. Q. And the South Cheshire? A. I should take it as absolutely automatic that he wouldn't. I don't think they wanted anything to do with him.
5675. Q. So if there is no other contract, then, then you could not be indebted to him for any sum in respect of South Cheshire? A. Well, I don't know how this ever arose, sir. All I know is that, to get rid of him, I paid up.
5676. Q. No, you are not concentrating, Mr. Poulson, in the interests of your creditors. You signed a contract with Mr. Shea's company for Mr. Shea's company to act as a consultant at a salary of £2,500 and such further sums as you should think reasonable. If you did not think it reasonable, you should never be under an obligation to pay it, should you? A. If

I wanted to get rid of somebody, and get rid of them because I could not bear the sight of them and did not want to have anything to do with them, I would do anything.

5677. Q. You mean you would pay £10,000? A. Well, it would appear so. The only thing I suggest is you take this up with Marr and those solicitors and find out what they have got to say.
5678. Q. The point, therefore, is this; so far as you can see at this date, speaking in relation to January, 1967, that Mr. Shea had in your opinion no legal claim on you for this sum? A. I don't think he had.
5679. Q. Are you not sure about that? A. I'm not sure.
5680. Q. Did you enter into any kind of oral agreement? A. Not that I am aware of.
5681. Q. Why should he think that he had any claim? A. Well, if you had met Mr. Shea, he would think anything.
5682. Q. Why should he think that he had a claim? A. Well, because I had an agreement with him.
5683. Q. But this agreement does not provide him with any right to any payment by way of commission. A. Well, I don't think he was entitled to it.
5684. Q. Was there some collateral agreement? A. Not that I am aware of.
5685. Q. Did he introduce you -- A. No, he did not.
5686. Q. Are you sure he did not introduce you to South Cheshire? A. I am told later that -- The only thing to do here, sir, is to ask the Ministry of Health if they -- I understand from -- The information I have now is that the Ministry of Health allocated two hospitals, and he did not introduce me to South Cheshire.
5687. Q. Mr. Poulson, I am asking you and not the Ministry of Health. A. Ah, but you must.
5688. Q. Did Mr. Shea do anything at all in relation to South Cheshire? A. Not that I am aware of. He certainly had nothing to do with the plans or anything to do with it in any shape or form.
5689. Q. What else did he do? A. Nothing. I didn't tell him --
5690. Q. Then this claim was wholly bogus. A. Well, I don't know. I don't know what his defence will be.
5691. Q. No. His claim in your opinion is wholly bogus. A. I didn't like paying it, I can assure you, and Mr. Marr will confirm that, but I was advised to pay it.

5692. Q. What possible claim could he have had? A. Well, I don't know.
5693. Q. In his solicitors' letter he says - he refers to the negotiations leading up to the agreement. A. Well, I don't know what that refers to.
5694. Q. You see, I asked you whether this had been before or after Mr. Shea's retirement. If it was before Mr. Shea's retirement there would be a very good reason for not writing it down, wouldn't there? A. I didn't want to take Mr. Shea but I did it --
5695. Q. Answer my question. If the South Cheshire project was before Mr. Shea's retirement there would be a good reason for not writing down any claim for commission. A. Well, first of all, you will find it wasn't, because it came as mark II to that special design.
5696. Q. If it was after his retirement, why was it not included in the contract? A. I don't know, sir.
5697. Q. It was something shady to be concealed, was it? A. Oh, no.
5698. Q. All right. If it was not shady, why was it not included? A. I have not the slightest idea, sir.
5699. Q. Did you send Mr. Shea on holiday? A. No, sir.
5700. Q. Did you not send Mr. Shea to America? A. I didn't. The Regional Board did. Honestly, whatever -- You don't half get hold of some --
5701. Q. Why was he being so grateful to you? A. Really --
5702. Q. Who sent him to America, do you say? A. I am certain it was the Regional Board. They sent him to all sorts of places, and a lot of other people, and so did all Regional Boards in the past out of 'free monies' if you know what the phrase means.
5703. Q. Did you send him on any other holidays? A. Not that I am aware of.

THE REGISTRAR: I will adjourn until half past two.

(Luncheon Adjournment)

MR. SAFFMAN: May it please you, sir. Before my learned friend continues with his examination, may I say two things? First of all, I understand that owing to the fact that the microphones were not working this morning and the very bad acoustics, reports have been sent out by the press that I said this morning that my client and I were opposed to the programme being transmitted. In fact, what was said was

that we were opposed to the ban. That is, we were opposed to any programme not being transmitted as a matter of principle, because of the questions of censorship that such a ban would raise.

THE REGISTRAR: That is how I understood you.

MR. SAFFMAN: I am obliged, sir. And secondly, that apparently the impression has been gained, as a result of the examination this morning, that it has been put to Mr. Poulson that he knew of the existence of these further files and did not disclose them. Now, I know that my learned friend did not intend to give that impression because I know that he has always tried to be fair, but this is, of course, a very long, difficult and complicated matter, and if I may draw your attention, sir, to the hearing which took place on the 7th August, that is Day 4, at Question No. 2532, at which my learned friend was asking if a final search could be made by the debtor amongst his personal papers that would include confidential matters, his reply was, "As far as I am concerned, at my home I have none other than a few Methodist files, and as far as the other files, either the public Trustee, the Official Receiver or Mr. Saffman have them, sir, and the present partnership and I.P.D. and everybody else," so he made it clear at that stage that there were files which were not in his possession and he gave notice of where they were to his knowledge, but, of course, they were not available to the debtor.

THE REGISTRAR: Thank you.

MR. MUIR HUNTER: I am greatly obliged, I am sure. It doesn't get over the fact, though, that Mr. Poulson gave the impression that there was no correspondence between him and Mr. Dan Smith, which we have now found. Sir, I have one more question to put in relation to Mr. Shea which I hadn't time for before the adjournment.

5704. Q. Mr. Poulson, you will recall that you were asked some questions about your dispute with Mr. Shea in relation to Mr. Shea's desire to be compensated for the breach of his employment by Ropergate. You remember that? A. Yes. That is what you were saying before.

5705. Q. While this dispute was in its initiation, I have before me the file of correspondence passing between yourself and your solicitors, Messrs. Blundell Baker, represented by Mr. Marr, and I read a letter with your initials on it dated

the 23rd October, 1964. This is about getting back Mr. Shea's Mercedes Benz car which you had given him for the purposes of being your consultant. A. Loaned him in accordance with that agreement, sir.

5706. Q. You said about the car: "There are no conditions. This car was given to him to do his job. I am not providing this for his convenience." I want you to listen to this. "Mr. Marr may also remind him" - that is Mr. Shea - "that we paid him £1,000 while he was still secretary of the Hospital Board and that no doubt he will have cleared this with the Inland Revenue." Would you look at the carbon copy of your letter? Is that the letter I have just read out to you? A. Yes.
5707. Q. Well now, did you pay Mr. Shea £1,000 while he was secretary of the Hospital Board? A. I don't know, sir. I only know what is in that letter. I can't remember what was paid in that year or that month.
5708. Q. No. Just think, Mr. Poulson. You are speaking or writing of a time when Mr. Shea was a senior Government officer and you are saying, presumably truthfully, that during that period you paid him £1,000. A. It depends whether it was in the period of which he had resigned from the Board or was being moved out.
5709. Q. Show Mr. Poulson the letter again; he has forgotten it. The word is "while" isn't it? A. Well, it was "while", but I mean he didn't leave one day - he didn't resign one day and leave the next.
5710. Q. Did you pay Mr. Shea any money while he was secretary of the Regional Hospital Board? A. It would appear from this, yes.
5711. Q. All right. What was it for? A. I have no idea, sir. It says for a trip from London. Well, I don't know what it refers to, on this letter.
5712. Q. Well then, you obviously remembered what it was about. A. No, I read that letter. That is what I only know from.
5713. Q. Why would you suppose you would have paid Mr. Shea £1,000 while he was a serving officer? A. I've no idea, sir.
5714. Q. This statement was made to your own solicitor for the purposes of heading off Mr. Shea's opposition to giving up his car. A. But I can't remember in 1964 what happened.
5715. Q. How many Government officers did you pay during their service sums of the order of £1,000? A. None that I am aware of.

5716. Q. Except this one. You would not have told Mr. Marr a lie, would you? A. No.
5717. Q. Well, we haven't heard about this £1,000. A. Neither have I. I have forgotten all about it and I don't know what it refers to now.
5718. Q. Is it in your cash books, do you suppose? A. I wouldn't know. You can check up.
5719. Q. Mr. Shea appears to have retired at the beginning of July, 1963. A. Well, that is after.
5720. Q. Nothing here. Did you perhaps pay him in cash? A. I didn't ever pay anybody in cash. That's very obvious from all these transactions.
5721. Q. So it must be in the cash book somewhere. Will you undertake to assist the Trustee to find this payment? A. I have done.
5722. Q. Was it in connection with his holiday in America? A. As I have said before, I am jolly sure that was paid by the Regional Board.
5723. Q. Why are you jolly sure? A. For the simple reason that he went there on their request, and he was ill while he was there. I remember distinctly.
5724. Q. Mr. Poulson, I constantly offer you the opportunity of rather more straight-forward explanations of your odder pieces of conduct, but you never take them. A. It isn't that, sir. It is a case of I don't remember that that was the case, and I'm jolly sure I didn't do it. I'm jolly sure he did go on their request.
5725. Q. Well now, I want to deal with a subject which is slightly multi-headed, so to speak. It will cover Messrs. Bovis, Mr. Dan Smith and Mr. Tunbridge, among others. What do you understand to have been the relationship between yourself and Messrs. Bovis in 1962, for example? A. Architect and contractor.
5726. Q. Yes. Did you have any kind of profit-sharing agreement, or anything of that sort? A. No.
5727. Q. If you recommended them for something, did you get a commission? A. No, sir. I have never received commissions from anybody, except my fees.
5728. Q. I look at a file entitled "Bovis Holdings" without a date, where I find that on the 3rd of May, 1962, Mr. Vincent, who was the Managing Director of Bovis -- A. I don't think he would be at that time; it would be Leslie's.
5729. Q. Writing to our Mr. Graham Tunbridge of the British Railway,

asking to be allowed to submit a scheme for the redevelopment of London Bridge Station. That was a scheme which you eventually obtained, was it not? A. No, sir. I didn't know it had ever been done to this day.

5730. Q. Didn't you do the redevelopment of London Bridge? A. No, sir.

5731. Q. Mr. Tunbridge said you did. A. I'm awfully sorry. All I've done for British Railways didn't include --

5732. Q. Then on the 8th May, 1962, you write to Mr. Vincent, referring to Sunderland, which was another project of Mr. Graham Tunbridge, "The position is that I have written to the solicitor's chairman asking permission for us to do an exploratory review for the redevelopment of the site as a new hotel and some complementary development." But did you have a working arrangement with Mr. Vincent in advance of schemes? A. No, sir, and he didn't do Sunderland either.

5733. Q. On the 8th May, the same day, you write to one Walker of Otley about the Grand Hotel at Sunderland. "I am making this request on behalf of B. K. Developments, a subsidiary of Bovis Holdings." How did that come about? A. Well, I might have been asked to do it, but I mean the whole point was they didn't do it, and there's no hotel to this day there.

5734. Q. I asked you about your relationship with Bovis. A. Well, my relationship with Bovis, as architect and contractor.

5735. Q. You were, in fact, working in a consortium with them, were you not? A. Oh, no; I was doing developments where I was just purely the architect, and in some cases I was the architect to them but in others I was not.

5736. Q. It was, in fact, turned down. At this time, can you remember what your relationship was with Mr. Dan Smith? A. Yes.

5737. Q. What was it? A. A P.R. and personal friend.

5738. Q. On the 12th June, 1962, you wrote to Mr. Vincent of Bovis Holdings a personal letter which I think I must read out in full. "Dear Harry. When you were up in Yorkshire a fortnight ago, I promised I would endeavour to see Councillor Smith of Newcastle." Now, that is Mr. Dan Smith, isn't it? A. Yes.

5739. Q. "Well, I got him on the telephone and arranged to go up to Durham to see him," and so forth. "We had a really good chat. I think, Harry, in the first place you very rightly



had disturbed him, probably more than you realised or intended to do, namely you were so concerned about him clarifying his position with the Town Clerk and Newcastle Corporation." So Mr. Vincent had met Mr. Smith. A. Mr. Vincent introduced me to Mr. Smith.

5740. Q. But you knew Mr. Smith for some time -- A. No, not before I met Mr. Vincent. Let's get this quite definite.

5741. Q. "Very rightly, you were not only protecting Bovis' holdings but his as well. The dangers and difficulties have been so strongly emphasized regarding this position that it has assumed in his mind quite a predominant factor." So apparently Mr. Vincent had been putting the scares up Mr. Smith. A. No. There was something -- I didn't have anything to do with it before I came into touch with either of them -- something to do between Bovis or Leslie's as Vincent was at that time the manager of Leslie's in Newcastle.

5742. Q. I pass over the next paragraph. "You also seem not to agree with him as to what services he (inaudible) and the amount of those services, that he seems to have come to the conclusion himself, and I think quite rightly, that he knows best what he wants. He wants to run his business as he thinks best and, therefore, he has suggested what I think is the best way for you and for him, if you wish to do business together, that is, on the following terms." I know this is a long time ago, but do you remember this particular set of incidents? A. No.

5743. Q. Now, one of the things that you were interested in was town centre developments, was it not? A. Yes, sir.

5744. Q. In fact it was a large part of your work. A. Latterly, yes.

5745. Q. And it was important, was it not, that you should appear in relation to town centre developments to be entirely an external and impartial person? A. If we were in association with a builder it was disclosed at the beginning, if we were not --

5746. Q. And if you were working for the town, it was not. A. But we were only twice working for the town, Stockton and --

5747. Q. This is Mr. Smith's proposal to Mr. Vincent of Bovis for Mr. Smith's employment by Bovis with your knowledge and consent. He, Mr. Smith, will introduce the towns to you - "you" - Mr. Vincent - and when the schemes are put in - that is when the plans and models have all been done and

sent to the authority - he will have done 99 per cent of the spadework and then you would pay him a fee of 1 per cent. Do you remember that? A. No, I don't remember any of this.

5748. Q. And then when the scheme has been approved and obtained by your good selves as developers, you pay him another half per cent for his remaining work in connection with the scheme. Then that is at the end, and he will have done all that he can and he can cover his own expenses out of that  $1\frac{1}{2}$  per cent. And you go on, "You yourself had doubts as to whether he needed such a big organisation, but whatever organisation he has is entirely his own business, or should be, and which he now rightly insists it is. It would concern you only on his results. You would be paying for his results in this way." You conclude, "I am quite sure in my own mind that while having nothing concrete to work on, there are other people who would be delighted to have his co-operation on these sort of terms." What is the true nature of that relationship, Mr. Poulson? A. Well, I was acting on behalf of Bovis, obviously not on my own there.
5749. Q. You were putting forward Mr. Smith's proposals for what he should be paid for nobbling the towns for Vincent. A. No, no, no; for getting him on the lists.
5750. Q.  $1\frac{1}{2}$  per cent for getting him on the lists? A. Well, I mean, there is an awful lot of work attached to these things.
5751. Q. What kind of work? A. Look, I am not answering for Mr. Smith's business or for Bovis' business.
5752. Q. Getting round the councillors? A. Nothing to do -- I don't know what it entails.
5753. Q. His big organisation is for getting round councillors. A. No.
5754. Q. What is it for then? A. As far as I was concerned, it was to get me on the list, but this does not refer to me. This is a matter between Bovis and Smith.
5755. Q. Why should Mr. --? A. For the simple reason that, as I said earlier, Bovis introduced me to Smith and I was acting on behalf of both of them as an intermediary.

MR. SAFFMAN: Sir, are these not matters between Bovis and Smith and, as such, not within the limits of an examination under Section 58?

THE REGISTRAR: I think Mr. Hunter is entitled to put a letter which Mr. Poulson has written.

MR. MUIR HUNTER: I will make no secret of it. If this letter is correct, then Bovis were to pay Mr. Smith's  $1\frac{1}{2}$  per cent, which may account for the enormous sums which Mr. Poulson - as a conduit pipe may be - paid to Mr. Smith, namely £155,000, and, therefore, Messrs. Bovis would owe this sum to the Trustees.

5756. Q. That is the plain indication of the letter, isn't it?

A. No, sir.

5757. Q. You mean Mr. Smith was to be paid both by you and by Mr. Vincent? A. I don't know when Mr. Smith started paying, but that was nothing to do with anything that I had with Mr. Smith. This is purely Bovis, and it states it most emphatically.

5758. Q. Well then, if we find -- A. And Bovis, I am sure, will corroborate what I have said.

5759. Q. Do not be too sure of that, Mr. Poulson. A. Oh. Well, not after what you have ---

5760. Q. The letter indicates, does it not, that Messrs. Bovis are to pay Councillor Smith for fixing towns to have his - Mr. Vincent's - town centre developments at  $1\frac{1}{2}$  per cent of the cost. That is what it says, is it not? A. That is right, yes.

5761. Q. And that sum is apparently to be paid by Bovis. A. Correct.

5762. Q. Now, let us look at the next letter, Mr. Vincent's reply dated the 18th June, 1962: "Thank you very much for your letter of the 12th June, proposing certain conditions under which Councillor Smith's services could be employed on our behalf through your good self." So that is what I meant by conduit pipe. A. Oh no, no, there was no suggestion of that, sir.

5763. Q. "It is understood that Councillor Smith would introduce proposed town centre developments to you for our subsequent examination and acceptance or first refusal". He goes on: "It is understood that Councillor Smith would then have done the great majority of his work and he would then be entitled to a payment of 1 per cent on the estimated building costs of the scheme. If, after that approval is obtained from the local authority, with ourselves as developers, then he would be entitled to another half per cent for his remaining work. It is understood this  $1\frac{1}{2}$  per cent would cover all his expenses" - and now listen to this last paragraph: "We would be most grateful if you could inaugurate this arrangement.

- It is, of course, agreed that in any such developments you would be appointed architect with Councillor Smith as your consultant." That is a contract between yourself, Mr. Smith and Mr. Vincent, is it not? A. It would appear so.
5764. Q. So there was, in fact, a consortium consisting of Bovis, yourself, and Mr. Smith, to get town centre developments for Bovis --- A. There was a consortium where I was the architect.
5765. Q. Exactly. A. But nothing else, and it never brought anything, so I don't see where it -- It never did any jobs so far as I am aware.
5766. Q. And then, so that it shall not appear that this letter is in any way a mistake, on the same day there is a letter - not "Dear Mr. Poulson" but "Dear John" -- A. Who from?
5767. Q. Of the 18th June. A. Who from?
5768. Q. From B. K. Developments, a subsidiary of Bovis: "Dear John, I am enclosing an official letter to you concerning the arrangement with Dan Smith with whom I had a most pleasant interview on Friday last. Since having seen him, I have discussed things with Morris" - and Morris and another director - that makes two directors represented. A. I don't know.
5769. Q. "And in principle we agree, subject to what I have said in the attached letter." And there is a yet third letter of the same date, 18th June, 1962, from Bovis Holdings this time, signed by Mr. Vincent to yourself. "Dear Mr. Poulson, Town Centre Developments. Referring to the attached letter concerning Councillor Smith and town centre developments, I am pleased to inform you that this company will appoint you as architect to town centre developments to be carried out .. when possible. It is understood that you will introduce to this company town centre developments for first refusal whenever you are in a position to introduce them, and it is equally understood that where town centre developments are introduced to us from other sources, we shall endeavour to have you appointed as architect for all these schemes." Now, that is as plain as plain, is it not? A. As architect.
5770. Q. Yes. So that for this purpose, Messrs. Bovis were to pay Mr. Smith 1 per cent up to the approval of the scheme and half per cent on completion for any town centre that he introduced to them, and you would become the architect

thereto. Is that not right? A. Yes. Now, what did it result in?

5771. Q. What did it result in? You say it resulted in nothing?

A. Not that I am aware of.

5772. Q. Then during this period, you were paying these enormous sums to Mr. Smith, were you not? A. Yes.

5773. Q. £21,000 a year. A. Not at that time. Not at that time, no.

5774. Q. Not at that time? A. No.

5775. Q. During the period 1st March, 1962, onwards, you paid Mr. Smith £141,000 --- A. What did we pay that year?

5776. Q. You paid £1,816.13.4d. A. That's it. That's the relevant figure.

5777. Q. Well then, did you not then have a number of transactions with Messrs. Bovis about the allocation of properties?

A. Allocation of properties? What properties?

5780. Q. Yes. Do you remember our Mr. Tunbridge? A. Yes, but you have already mentioned London Bridge which I don't think, if you look at it next time you are down there, you will find has been done yet.

5781. Q. On the 4th September, 1962, it seems you wrote to Mr. Vincent, "Dear Harry. Tunbridge rang me up today" - that is Graham Tunbridge of British Rail - "I have written him a letter telling him you would like to meet him to discuss details in connection with (?Colgate)". A. With where?

5782. Q. "He wants to put it before his Board on Thursday of this week, assigning it to you. He also added he might even have a number of others." Do you remember such a transaction?

A. At that time, they were letting out lists of small stations for development, additional developments, for the opportunity to put in tenders for. That is all that refers to.

5783. Q. Mr. Tunbridge was to be a friend at the British Railway court.

A. No, it was the same to all. There were a lot. It wasn't just individuals. They weren't being allocated it purely as a set one firm; it was a number of people, so don't misrepresent that; and that can be checked on the minutes of British Railways. They don't do things like this. And I'm quite sure you will find he never even bothered with it; it was so small.

5784. Q. Do you remember the position at Blyth Corporation? A. I remember we built a swimming bath for them.

5785. Q. Blyth was a place where the town centre was considered a possibility, was it not? A. Not that I am aware of. Oh, later it was, yes. After we had built the swimming bath.

5786. Q. And it was, in fact, the subject of a joint adventure by a company formed by Bovis Holdings and Arndale, called Bovis-gate Arndale, which was to jointly develop Blyth. A. Yes.

5787. Q. Right. Do you remember having to pay anybody at Blyth for the advancement of this project? A. No.

MR. SAFFMAN: Sir, may I refer my learned friend and the Court to Day 3 of the examination on the 1st August, 1972, and the argument put forward by my learned friend in opposition to my application on that date for an adjournment. On page 27 in the middle of the page, my learned friend said: "The bankrupt can be compelled to answer any questions relating to his dealings and conduct or his property. Now, I could well understand a debate of this kind taking place on a specific question. Let me take a purely hypothetical question. I ask your Honour to remember that no such question was ever put by me. 'Did you not pay Mr. X the sum of £Y in order to give you the plans of the new town hall?'" I would be interested, sir, to know the difference between that question and the question which my learned friend has just put.

MR. MUIR HUNTER: I will have the letter read to the witness which the witness wrote, and then the Court can see whether there is anything improper in my question. This is a letter significantly marked 'Private and confidential' under the initials "J G L P" to Mr. Vincent. 24th September, 1962. "Dear Harry. Enclosed please find the account in connection with Blyth, which I think meets your requirements. The gentleman's secretary has been on the 'phone this morning asking where the cheque was as he had told her how to deal with it when it arrived during his absence. He is back in England on Thursday, and I would like him to have received this before his return as I have a campaign on with him to get at least half a dozen additional jobs on top of Wandsworth and Chester-le-Street, and the best way I can see that he does this is to be sure that he is paid for this." I hand you the letter. Would the shorthand writer now please read out the question to which Mr. Saffman objected?  
(The Shorthand Writer read back Question No. 5787.)

5788. MR. MUIR HUNTER: Well now, you did not have to pay it.

A. I am glad you have corrected that statement, sir, because that is what I was going to do. You inferred that I had done it.

5789. Q. What was read out was what I asked. A. But what you referred to first, before you read out that, you said had I any memories of paying anything at Blyth. That is what you said, and let's have that read out.

5790. Q. What was asked and what was read out, Mr. Poulson ---

A. But before you said that you started off, sir, with that remark.

THE REGISTRAR: Please, Mr. Poulson, do not argue with Counsel.

THE DEBTOR: But aren't I allowed to do anything, sir? Is he allowed to say anything he likes?

THE REGISTRAR: You have your own solicitor here.

THE DEBTOR: Well, he can't say anything.

THE REGISTRAR: Just look at the letter.

5791. MR. MUIR HUNTER: Mr. Poulson, I asked you whether Mr. Vincent had to pay Mr. Smith either direct or through you as a conduit pipe, and you said 'No'. To what transaction does this letter refer which appears to be an account payable by Mr. Vincent but delivered to you? A. I have no ---

MR. SAFFMAN: I am again objecting to that question. This is a transaction between Mr. Vincent and Mr. Smith. It is clear that it is not a payment which the debtor himself has paid. It is not, in my submission, within the purview of Section 15 for that reason, and I can quote to you, sir, as I have quoted to you before, the case in which it lays down what are proper questions. I dealt with them on the 1st of August, and I can quote it and I can refer you to the page on which it was quoted, and I have had occasion to refer to it subsequently.

MR. MUIR HUNTER: May I deal with my friend's objection. My friend is not entitled to object to any questions the Court permits me to put. He is entitled to make representations about self-incrimination. Is he suggesting that Mr. Poulson was a party to a bribe? Perhaps he would answer that question first.

MR. SAFFMAN: Sir, all I am saying is that the Public Examination is limited to matters concerning the debtor, his conduct, dealings and affairs; not the conduct, dealings and affairs of other people. He is being asked questions about dealings between, as I understand it, Mr. Vincent or Bovis Holdings,

or some other company connected with the Bovis group, and Mr. Smith. There is no suggestion, as I understand it, that there is any of Mr. Poulson's money involved in this payment. In those circumstances, it is my submission that the question is not permissible. May I also point out in that same context that the question is a matter to be decided solely by you. If you wish me to find the case itself, sir, and the quotation from it, I can do, if you will allow me a couple of moments to do so - a case in which the judgment is itself quoted which lays down the limits of questions. It is not a question of self-incrimination. I cannot object to a question on the grounds that there may be self-incrimination.

THE REGISTRAR: I think the case you have in mind is (re Cronmire).

MR. SAFFMAN: Yes, sir, but there is, in fact, a quotation verbatim from the judgment, and it is that which I am looking for. Might I ask my learned friend if he could deal with some other topic for a couple of moments while I have an opportunity of finding the judgment.

5792. MR. MUIR HUNTER: Who was the gentleman at Blyth? A. The only person we dealt with was the Town Clerk.

5793. Q. This is quite a circumstantial letter, is it not? It refers to the gentleman going on holiday, so you must remember who it is. A. But the man that is referring to is obviously Smith, nothing to do with anybody else.

5794. Q. The man in that letter. A. That's what I take it it is. Yes, definitely it is Smith, as far as I am concerned. I would read into it as that.

5795. Q. Well, will you relieve your solicitor, Mr. Poulson, from the duty of objecting to a question you wish to answer in a perfectly innocent way?

MR. SAFFMAN: I have now had the opportunity, sir, of finding the reference to which I was referring in (re Cronmire). It is quoted on page 11 of the transcript of the 1st of August, which is Day 3 of the examination, in which Lord Esher, the Master of the Rolls, set out the definition of the proper questions to be put at a public examination. "The bankrupt is to be asked, and he is to answer, all necessary questions respecting his conduct, his dealings and his property. It would be the duty of the Registrar to say 'You may ask him any proper questions with regard to his own dealings, but



you must not ask him, and you cannot oblige him to answer, any questions with regard to any other person's dealings.' The Registrar must determine whether the questions are rightly put and whether the debtor ought to answer them. For that purpose, the Registrar must determine whether the questions put relate to the dealings of the debtor, or to the dealings of someone else", and my learned friend has, on a previous occasion said, "I never put a question without the document" - that was on the 5th day, sir, page 4, Question 2734.

THE REGISTRAR: I remember that well.

MR. SAFFMAN: Might I ask, sir, if there are any documents which indicate or tend to show in any way that any payments ever made to Mr. Smith were made on behalf of Bovis?

MR. MUIR HUNTER: No; that is why I asked the question.

MR. SAFFMAN: I repeat the objection to the present question.

MR. MUIR HUNTER: In relation to Blyth? If my learned friend means in relation to Blyth, the answer is 'No'. Otherwise, it is my next question.

THE REGISTRAR: Well, as I understand it, Mr. Hunter is trying to establish the true nature of this consortium of Bovis, Smith and Poulson, and if this letter sheds any light on the matter, then any question relating to the letter is perfectly permissible.

5796. MR. MUIR HUNTER: Well now, on the 15th June, 1964, in a letter which I can show you, you wrote to Mr. Dan Smith: "Dear Dan. I have now been paid by Harry Vincent, and am therefore enclosing cheque for £2,500 which I promised you." Do you see that letter? A. Yes.

5797. Q. Well, now, what is that sum? A. I don't know. I don't know whether it was the sum that he was asked for in the first place. I know nothing about it except that it was obviously a cheque which was made out to me and I transferred it to Smith. I don't know whether it was Vincent's original cheque, or one of mine, or what.

5798. Q. Well, in a letter dated the 18th April, 1964, which for the moment I cannot find, of which I will read you my summary: "In relation to Blyth, Mr. Poulson was asking Mr. Vincent for money. Smith wants half the outstanding amount. Poulson says send Poulson half of his, that account which I gave you." Well now, could that be the Blyth money? A. I've no idea, sir. I don't know what you are referring to.

5799. Q. Mr. Poulson, do I understand, then, that so far as you are aware, Mr. Vincent or Messrs. Bovis did not pay Mr. Smith direct? A. I wouldn't know, sir; I can't recall it. I don't know what their arrangements were. As I said, they introduced me. They had been working with Smith years before I met them. Of that there is no doubt, and in any case he did not get the job. The job never went on, as far as I know. Certainly not with me.
5800. Q. Well now, before I leave this part of the file --- A. So why they paid him for something which did not go on, I shall not understand.
5801. Q. I want to refer again to another aspect of Mr. Tunbridge, whom you remember you said acted quite properly and, as I understand it, in a neutral capacity. Is that right? A. Quite right.
5802. Q. On the 12th December, 1962, on British Railway notepaper, Mr. Tunbridge, by his assistant Mr. Fulford, wrote to Mr. Vincent thus: "Guildford Station - Proposed Development. I thank you for your letter of the 4th December, but am already in negotiation with an earlier applicant regarding possible development schemes at Guildford Station. If, however, by any chance these discussions should fall through, I shall be very pleased to bear your application in mind, together with others which have or may be received." A. Well, that is just what I told you originally, that they didn't interview one, they interviewed a lot, and I didn't know this. I didn't know plans for Guildford or anywhere else.
5803. Q. A very proper letter, you would say. A. I would definitely say so.
5804. Q. And you would think Mr. Vincent would think so, too, would you not? A. Well, I would think so, yes.
5805. Q. Mr. Vincent replied thus on the 13th December: "Dear John - Guildford Station. I enclose copy of a letter from Tunbridge. I seem to think he is rather a broken reed and I do not think we will get anything further from him. We have had nothing as yet following our meeting during the earlier part of the

year. Yours sincerely, Harry." A. Because I expect it was all in competition and he did not get the required --- He never did anything for them.

5806. Q. What Mr. Vincent is saying is that Mr. Tunbridge does not come up with the goods. A. No, he did not do anything that was --- He couldn't give him any work because he didn't get his tenders ---

5807. Q. He does not come up with the goods. A. No. I am sorry, your interpretation is not mine.

5808. Q. Well, what did he mean by 'broken reed'? A. I don't know. I mean, I think it is a terrible thing to say about a man in his position. I can't remember it, sir. It's a horrible thing. The man wasn't a broken reed.

5809. Q. But you see, Mr. Poulson, you not only received the letter but you replied to it on the 15th December. You thank him for his letter: "I saw Mr. Tunbridge about Guildford and Sutton" - that is another station - "and you are not (?), but these are being dealt with in the region and not by railway sites," and so forth. A. Well, that's what I expect he told me and so I communicated it.

5810. Q. "There is far more left in the reed, but, of course, the press does not get hold of all the information, and naturally British Transport Commission has not told them, but don't you go round telling everybody. Neither Chippendale" - now that is the head of Arndale - "or anyone else must know. It is for you personally." So that Mr. Tunbridge was giving you confidential information about the railway plans for you to pass on to Mr. Vincent, was he not? A. If he was giving me confirmation he would have given me a list of the stations, and I never did, and they never did any work for British Railways as far as I am concerned.