

CHAPTER 6.

INTRIGUE AT ALL LEVELS.

SORELY TRIED.

MARRON.

There were two decisions, each in different ways, leading to a series of grave injustices perpetrated by the Crown, in their handling of the Poulson Affair. The decisions were taken under three different Home Secretaries, Roy Jenkins, Jim Callaghan, <sup>both</sup> Labour Home Secretaries and Reginald Maudling under whose Home Office ~~Regime~~, the "Dossier" was shelved.

Until the news of <sup>first</sup> my impending arrest was leaked to the Daily Express on Saturday January the 17th 1970, there had been no substantial leak leading anyone in the know to anticipate <sup>this</sup> . . . . . It appeared that I was at the height of a successful career.

Although a few of those on the 'inside' clearly knew of the existence of the Poulson "Dossier" with the names of Poulson, Cunningham, and Smith written on it, only a small number of people knew of the decision to select me for prosecution.

Marron's contact with me in the first instance, had been indirect, through Vinleigh Public Relations which was NOT a T. Dan Smith company although, for reasons of their own, the Crown added it to the list of companies which were allegedly mine. It was a company formed at the time of <sup>earlier</sup> my association with Ron Dilleigh in Northampton and at the time of Trans York's bid for the Yorkshire Television Franchise.

Until my break with Bill Kirkup, Mrs. Cunningham had been paid through Kirkup's London Office and transferred to Vinleigh. Marron wrote to Vinleigh for the return of Mrs. Cunningham's employment documents.

That letter was followed shortly afterwards by a meeting, arranged by Andy Cunningham, at which I met John Marron and Andy for the purpose of setting up a company to handle the Public Relations work related to Ropergate/Poulson activity and any other business might arise from it. Agreement was reached and John Marron agreed to take steps to form a company with himself and one of his partners, Grahame Andrews, acting as nominee directors for Andy and me. The company came to be known as Progressive Public Relations Ltd., with its registered office at Trustee Savings Bank Chambers, Farrow, Marron's address. Mrs. Cheeseman, my secretary, was appointed company secretary and together with Marron, or his partner, was a signatory to the cheques. Printing and other preliminary requirements were incurred through Marron's Office.

What I did not know at the time was that a couple of days earlier another company had been formed by Marron for Andy Cunningham called Bancaria Industrial Relations Ltd., so that Mr. Marron could pay Mr. Cunningham's agreed £40 per month salary from Progressive Public Relations Ltd., into Bancaria. I only read of it in Mr. Marron's evidence to the police given in 1973. <sup>when he said</sup> "Mr. Cunningham did not trust Dan Smith". Had I known this, I would never have agreed to the formation of Progressive Public Relations Ltd., nor was it wise for Marron to have taken such a step, knowing what he knew.

The formation of Progressive Public Relations Ltd. co-incided with my break with O.S.B. Ltd., It was in the re-negotiation of fees with Ropergate that Ropergate agreed to pay £291. 33p per month to Progressive Public Relations Ltd., from which Andy Cunningham was to receive his £40 per month, Dews £83. 33, per month and Roebuck £62. 50. per month. An amount was also agreed as a monthly payment to Ken Allan at that time Chief Administrative Officer to the Peterlee and Aycliffe Development Corporations He received a total sum of £120. 00.

The other income to the company was £250 from a local architect interested in the development of a housing association, and a building contractor client of Mr. Marron who wanted to secure the O.S.B. Building licence for the North East, for which he paid £1,000. into Progressive Public Relations Ltd., through Mr. Marron.

At the time of the setting up of Progressive Public Relations Ltd., although I had been questioned by the police before then, there was no indication which had reached Andy Cunningham, John Marron and certainly not me, which could have led any of us to consider that I would be arrested within a year. Nor had John Poulson found it necessary to 'warn' Andy about his worry that 'mud' might stick to any of them through association with me.

Progressive Public Relations Ltd., started trading in March 1969, and the first actions were taken to have O.S.B. introduced to a Housing Association. At the same time, the appropriate steps were taken to ensure that Whittals Builders were put in touch with O.S.B., with a view to their securing the O.S.B. agreement to building houses in the North East.

I did not know that the financial pressures on J.G.L.Poulson had intensified to the point that in June of 1969 his Chief Accountant, Vivian Baker, had warned him, "we have been into everything that's owed. In our opinion you are insolvent to the tune of about £100,000. It has to be found if you're to stay afloat, that's all I can say." <sup>THIS IS WRITTEN IN THE PRICE.</sup> By the August of 1969 J.G.L. Poulson had been reassured by his colleagues that O.S.B. would be taken over and its activities transferred into a new company Interplanning and Design Ltd. Other decisions taken by Poulson at that time ended the agreements made by me, on behalf of my company Confersbrook Public Relations Ltd., and Ropergate Services Ltd. Poulson decided to end the arrangements made between Ropergate Services and Progressive Public Relations Ltd., although this was contrary to the agreements made between us a short time earlier. Payments which were due to both companies were not made and the Smith/Poulson era was at an end by the 30th September, 1969.

This period of hostility from Poulson to <sup>words</sup> me, and especially the date of the ending of our relationship, assumed great importance in the Peterlee charges to which I eventually pleaded Guilty.

It was in this period that the kind of Poulson double dealing that I had witnessed, and for too long silently tolerated, was applied against me. At the same time as J.G.L.Poulson was ending, without discussion, his agreement with my company, he was negotiating a separate agreement with <sup>mes</sup> Andy Cunningham under which Ropergate Services Ltd., would make payments to Mrs. Cunningham through Mr. Poulson's Chief Accountant, Vivian Baker. The deal was linked to an arrangement reached by O.S.B. and Whittals Builders who were on the point of finalising their licence agreement with the O.S.B. negotiated after discussion with Mr. Poulson and Mr. Sales, and of which I was not made aware.

Mr. Sales and I were friends. <sup>When</sup> he became aware <sup>and</sup> that J.G.L. Poulson was dropping me at the same time using my contacts for O.S.B. work in the North East, he expressed concern at the panic measures and complete irresponsibility of some of <sup>Poulson's</sup> actions relating to my staff.

Another relevant action was taken at this point, Mr. Poulson expressed to Andy Cunningham, for the first time, some doubts about my being investigated in Wandsworth, suggesting that a direct arrangement between the Cunningham's and Poulson would be safer than an arrangement involving me.

This news was leaked to me by one of Poulson's staff and so, ~~when~~ when I had my final meeting with J.G.L. Poulson, I raised with him his double deal with Andy Cunningham and told him that I would be raising the matter with Andy and the company solicitor John Marron, which I very quickly did.

In order to avoid the typical 'You said...He said' situation I proposed to Poulson that, subject to Mr. Marron and Andy being available, we should meet as early as possible in 1970 to seek to resolve what had become a totally unacceptable situation. Because of the expense I had incurred in the formation and development of O.S.B. and, as I had received no commission from a single sale although the terms agreed in the transfer of the company by us to Poulson, included such a commission to us, <sup>it</sup> became an issue requiring urgent resolution.

The issue was resolved in a completely different manner. I was arrested and Poulson headed for bankruptcy.

John Marron had been receiving Poulson 'vibrations',  
 First of all in press reports and later through  
 Ken Allan who was on the Progressive Public  
 Relations Ltd.'s pay roll. In his capacity as  
 Chief Administrative Officer to Peterlee Development  
 Corporation, Allen had been requested to check up on  
 rumours that Mr. Poulson 'was in financial straights'.  
 Marron was uneasy developments. Ken Allan was  
 given sufficient assurances by J.G.L. Poulson to  
 allow Peterlee to carry on working with him even  
 though Poulson's assurances were clearly worthless.

The situation facing John Marron, his clients  
 Whittals Builders, Andrew Cunningham, G.M.W.U. Union  
 of which Andy was Regional Secretary and Mrs.  
 Cunningham <sup>must have been</sup> worrying in the extreme. <sup>Marron had a</sup>  
 very early worry when employee Ken Allan, in July,  
 1969, had first requested Marron to 'stop his payments  
 from Progressive Public Relations Ltd..'

Marron had drawn, on Cunningham's instructions, an  
 amount of £40 per month from April 1969 to January  
 1970 and he had banked in "clients accounts" ten such  
 amounts for <sup>orders</sup> transfer to Cunningham. In addition  
 Mrs. Cunningham had been paid directly by Ropergate  
 Services Ltd., three credit transfers in the sum of <sup>total</sup>  
 £ 437, in the months of November, December  
 1969 and January, 1970.

Whittals finalised their agreement with O.S.B. in  
 October 1969 after I had ended my relationship with  
 Poulson and O.S.B.

At the time in January 1970, when I asked Mr. Marron to conduct my defence, I was in a state of such shock that I was unable to even consider the major conflicts of interest that clearly made it impossible for Mr. Marron to be objective,

When I began to hand Marron the papers for my Wandsworth defence I became aware, without being able to understand the cause, that Marron was ill at ease with me. Weeks turned into months and it was as though Mr. Marron was behaving as an agent provocateur. In 1970 and 1971 when the affairs of Progressive Public Relations Ltd. needed to be wound up, it was obvious to me, that he was acting firstly in his own defence, secondly that of his clients Whittals and Andy Cunningham and appeared to be acting to my serious disadvantage. My affairs assumed a low priority.

I only learned in 1975, that by March 1970, only three months after accepting my defence instructions, Marron had taken the unprecedented step of going to the police Commander Vinton. In his own words "unknown to Mr. Smith I put to Commander VINTON my reservations in March 1970)". To maximise his stupidity he carelessly returned to me his hand written briefing notes when he returned my Wandsworth papers to my Solicitor in 1979.

Marron's

From the moment in March 1970 I decided to go to the police with my defence information, he was understandably going to be ill at ease whenever he met me to collect further documents or to have further discussion

While Marron was reading my defence papers relating to the Wandsworth charge, he would inevitably be reading press articles appearing in several papers, explosively in Private Eye. The kind of situation being revealed in Private Eye was a complete mirror of the Progressive Public Relations Ltd., exercise, in which he and his partner had acted as nominee directors for Cunningham and



He must have concluded, that by creating situations, which would help further blacken my name, and by creating 'conflicts' between ~~him~~ and I, that he would have a good chance of sliding out of any embarrassment should the Poulson Affair take off, and the affairs of Progressive Public Relations Ltd., become of interest to the Police.

There was one major snag, which, with luck, he might get away with. That snag was critical. ~~He~~ had been a party to the O.S.B. Ltd., agreement with Whittal Builders as the solicitor consulted.

At the same time Mrs. Cunningham, another of his clients, had been linked in the Whittal/O.S.B./Mrs. Cunningham agreement. He could no longer *indisputably* argue that I, the evil T. Dan Smith, had used an unsuspecting solicitor as a vehicle of fraud and that he, Marron, did not know of Poulson ~~or~~ that Ropergate and O.S.B. were my concern *and not his*.

My conferences with Counsel became unhappy journeys with Marron, about whom I was deeply suspicious. When I met Sir Jeremy Hutchinson, for whom I had a great regard, my suspicions were *somewhat* *alayed*. I also developed a great regard for the personality and ability of James Chadwin Q.C., who was Junior to Mr. Hutchinson, *and* who later acted as defence Counsel for the Yorkshire Ripper. I ~~much~~ wanted to ask the Barristers for a 'private session' to air my deep concern at the *inexplicable* attitude of my solicitor. I could get no one to agree that such a direct approach by me to Counsel would be any other than improper, and would be met with a flat refusal by them to meet me in any case.

*was* It ~~was~~ my state of mind which perhaps was colouring my view of Marron *quenched my friends*.

For people who are unaccustomed to being charged with Criminal Offences; appearing in Magistrates Court and being sent to a Crown Court for trial, is the background to a strangely tortuous experience.

The period between being charged, appearing in the Magistrates Court, and the ultimate trial, is a nightmarish period which intrudes into every unoccupied moment of the day, in the privacy of your own home or in public places.

If you are a public figure and recognisable, then the public appearances add to the tensions of the private part of your life, and become a 'punishment', long before the verdict is reached. *as 2 am*

The same tensions affect John Citizen as they do the mighty. Privilege can not relieve those pressures, as the suicides of Sir Eric Miller and Lady Barnett sadly demonstrated. The tensions also exist in a different form for the recidivists, but, at least, for many of them the legal process is a mark of distinction rather than shame to their contemporaries.

Ian Botham the English Cricketer, after he was found not guilty of an assault charge, expressed in two simple phrases how he felt when he wrote in the 'Sun'., 24th September, 1981,

"I knew that my summer of secret hell was over at last" and went on, "Quite honestly, I would rather face Aussie fast bowler Dennis Lillee with a stick of rhubarb for a bat than go through an ordeal like this again."

Imagine having such a triumphant cricketing season for England, being acclaimed, as he was, as the 'winner of the Ashes' and then *having to describe it as* "my summer of secret hell"!!

Surely these agonised expressions of spontaneous truth, should convince even reactionary people, who call out for longer and harsher sentences, that the period before the sentence, no matter what the verdict, is *already* a cruel form of punishment.

I only wish that people like Ian Botham and other well known people who know<sup>have</sup> the shock and persistent worry of such experiences first hand, would spare a little more of their time to help those of us who work to civilise both the pre-trial and post sentence experiences <sup>for others</sup>.

I started my 'season of justice' with two summers and one winter of hell, <sup>I</sup> certainly never expected that before I was released from my parole licence in 1980, I would pass through ten summers and winters of secret hell, <sup>NOT so</sup> ~~or~~ that I would live through almost seventy days in court in four further trial experiences.

What I describe as my first trial ordeal was held in the Law Courts in the Strand, and it turned out to be pleading by Lord Hutchinson, Q.C., on my behalf for a separate trial. Mr. Justice Clarke acceded to Lord Hutchinson's request and I was tried <sup>separately</sup> later in the year.

I later learned with deep shock, ~~that~~ at the end of that first Law Court Trial, which continued without me, that Sydney Sporle had been given a six year sentence for the offence in which I was involved, together with the other offences in which I was not involved.

My real ~~trial~~ began at the Old Bailey at the end of June and lasted nine days into July 1971. The trial was presided over by Judge Mr. Justice Bernard Gillis, Q.C., who had many years earlier been a Labour Candidate in the East Division of Newcastle which he fought unsuccessfully. The leading barrister for the prosecution was Mr. Buzzard <sup>Q.C.</sup> since appointed as a High Court Judge, but, at that time, the formidable leading prosecutor for the Crown, ~~an~~ Lord Hutchinson, Q.C., led for the defence. Any ~~trial~~ is an ordeal and when you have a hearing impediment, and have experienced great tension and strain, finding it difficult to sleep or even rest, it is virtually impossible to hear, <sup>and comprehend</sup> the proceedings. By the time the Jury retired to consider my verdict and I was taken downstairs and, for the first time, experienced a loss of freedom and noted the sharp attitudes of the prison officer into whose charge <sup>I had</sup> been placed, <sup>I had a</sup> sense of unreality <sup>and</sup> ~~no~~ a fortaste of events already casting a shadow over me.

The ~~guard~~ officer on duty the day my Wandsworth Jury retired was a typical hard liner and when he 'banged me up' for the first time in my life I paused to think what it would be like if I had to spend the same number of years behind bars as Sydney Sporle had been sentenced to serve.

Within ten minutes of being taken downstairs I was recalled to hear the Foreman of the Jury reply 'NOT GUILTY' to the question 'Do you find the prisoner Guilty or Not Guilty'? I was released at once and walked in a near daze to the lobby of the famous No. 1 Court, sat down to collect my wits ~~then~~ went out to meet the waiting press men.

Meanwhile, the Judge had heard and granted an application by Mr. Chadwin Q.C. on my behalf for costs against the Crown.

Press and Television interviews over, my wife, friends and I went ~~across~~ the road to the famous pub the 'Magpie and Stump' to join a number of friends who had been a source of help during the nine long days of the Trial. Of these friends the ~~stanchest~~ <sup>stanchest</sup> was Geordie ~~Journalist~~ <sup>Journalist</sup> and T.V. personality Harold Williamson of B.B.C. 'Man Alive' fame, ~~then~~ <sup>then</sup> living and working in London.

The continuing conflicts between myself and Mr. Marron were becoming more acute. The Progressive Public Relations Ltd., conflict was added to the matter of the Wandsworth Costs. According to Mr. Marron, these were examples of his suffering as a result of my outrageously unfair and unjust behavior.

He claimed that he was motivated only by a sincere desire to be good and helpful.

Although during 1970 and through 1971 I had not been aware *for captain* of the hostile actions taken by Mr. Marron against me, and despite my own inability to pinpoint the cause of his enigmatic attitude, *towards me*, I co-operated fully with him, *and* *as all I was in the Dock.* I was acquitted *and* I looked forward to being able to 'get him off my back', and free to look around for another *Solicitor* whom I could confide.

The Wandsworth Trial behind us Mr. Marron at once *concerned* himself to secure the payment of Counsels fees. At the same time he began to take steps to resolve in his favour the matters coming to a critical head in the affairs of Progressive Public Relations Ltd..

Long before the Trial and after consideration with my *Accountant*, Lewis McGibbon, a personal friend, formerly a professional cricketer for Northamptonshire and who had *also* stood bail for me, I decided that I should pay the costs of my Wandsworth Trial without applying for legal aid. *In* this way *I* could protect myself from further financial *harassment* and so assist my rehabilitation when I was acquitted.

After I was acquitted and it became known that I had been awarded costs, those who had been willing to help me financially assumed that I no longer needed help. There were two exceptions who gave me vital help at a critical time. One, Lennie Jacobson, *then Chairman of Jackson's Tailors and* who has since died *and the* other was Sir Peter Parker, now Chairman of British Railways.

Let me deal with the issues that led to the still unresolved conflict between Mr. Marron and myself. A conflict which lead him to mislead a Q.C., and a Court, during the trials of Hadwin, Ward, Dews, and Roebuck before Mr. Justice Caulfield in Leeds Crown Court on the days of 5th and 6th February, 1975.

In order that I could pay the Wandsworth Costs I had secured an agreement from my Bank to allow me an overdraft. The Bank were willing to advance me the money to pay my costs on any one of the assumptions, that I was found guilty, innocent but having to meet all the costs, or innocent and awarded costs. The only proviso the Bank made was that Mr. Marron would, in any event, present them with an account fully prepared in the manner laid down by the Court Officers. As Mr. Marron had professed that he was unsure about the Court Taxing procedures, he was persuaded by me to contact the Old Bailey Taxing Masters Office to determine the procedure. On doing this, he was informed that all accounts related to the case had to be submitted, appropriately receipted, before the Taxing Master would consider the claim at all.

It was a simple procedure to which there could be no reasonable objection on any side. Mr. Marron was aware that I had no alternative means of paying the legal costs other than by my arrangement with the Bank and, as he was concerned to pay Counsels fees, all that Mr. Marron had to do was to submit his completed Bill to me, unless he had some ulterior motive for not doing so. Mr. Marron sent me only that part of the Bill which related to Counsel's fees and refused to prepare the total account. I was still unaware at that time which Mr. Marron had visited the Police in March, 1970. and had betrayed his professional relationship with me. On the 13th December, 1971, he wrote to ;

The Wandsworth Case.

"On the 8th December 1971 we received the account of Flowerdew and so now we can complete a Schedule of Disbursements and so we trust by the first week of January 1972 you will be in a position to discharge the outstanding account whereupon the Treasury will then agree to tax the costs and disbursements against the Crown."

I was unaware <sup>then</sup> that the Flowerdew account which Mr. Marron implied was the reason for his delay in completing the schedule of disbursements, only amounted to a paltry sum of £3. 50, <sup>and</sup> a bill totalling £8,706. 00. Hardly a valid reason for him failing to complete a claim for legal aid on such a large amount.

At least, from his letter, I was entitled to assume that the completed schedule would follow within days.

I was wrong again, and it was not until the 2nd March, 1972, that I received the first 'complete schedule of costs' from Marron and, with it, the first warning that unless I paid Counsels fees he would take steps by issuing a writ to, 'recover these monies from you'.

The schedule that he had sent to me was clearly inadequate and as I was aware of a number of important omissions, I felt constrained to inform the bank of my conclusions and concern. They suggested that I insist on the corrections being made before they would advance me the loan.

I also referred the matter to my accountants for further advice and guidance. But it was becoming increasingly obvious that Marron and I were on a collision course and, without Bank support, I had no way out of it.

Marron continued to ignore my requests for a Schedule and so I asked him if a meeting could be arranged to discuss the two contentious issues of the Wandsworth Costs and the finalisation of the Progressive Public Relations Ltd., accounts. The meeting was arranged for the 22nd May, 1972 being one of two days *when* I would be back in Newcastle.

He wrote to me on the 29th March <sup>1972</sup> informing me that if I did not pay him a cheque to cover Counsels fees, he would take out and serve the writ on me on the 10th April, 1972.

I registered my reply to him stating, "the whole delay hinges upon my non-receipt of a satisfactory schedule of disbursements".

Marron served the writ on me when I went to his office on May 22nd 1972 accompanied by my Secretary, Mrs. Cheeseman.

On 2nd June 1972 Mr. Marron wrote to me again,

*Marron's* observations "We must confess we had not realised that you had to pay our costs in full but this is the Law and we shall be grateful if you will *produce* arrange to let us have a cheque as soon as possible".

*That Mr Marron did not know the correct procedure was clearly untrue. The Old Bailey costing office had notified Mr. Marron in writing 1970-1971 of the correct procedure. The second letter from the costing office was to him in exactly the same terms as their first letter.*

*Marron then ... his submission of the Bill to ...  
... until ... 1972 ... seven months after ...  
... after I had ...  
... him.*