

From Marron's point of view, he had managed to create a situation in which a writ was issued against me at a time when the growing Poulson pressures, in which I was involved, had me operating under great personal strain. Marron was preparing to use the issuing of the writ as evidence against me. He had also secured the support of the Law Society for the action he had taken against me, and this he was also going to use against me. It was not until 1981 that I came into possession of all of the evidence and from which I prepared a summary and an analysis of the Wandsworth costs which I set out *hereto*.

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WANDSWORTH COSTS RECONSTRUCTED.

Debtor	Constructed by TDS from BILL 1, presented by JM. (£8,206.43)	Constructed by TDS from pages of JM's BILL 2 - supplied by Taxing Master.	Amount Allowed by Taxing Office	Item No.	PLUS		MINUS	
					B1.	B2.	B1.	B2.
J.Hutchinson	£2,508.40	£2,815.20	£1,355.20	1.	-	6.80	-	-
J.Chadwin	1,506.50	1,506.50	973.00	2.	-	-	-	-
A.Nutting	110.00	110.00	85.00	3.	-	-	-	-
J.Chadwin	390.90	390.90	390.90	4.	-	-	-	-
B.Rail, Brief & Co.	3.00	3.00	3.00	5.	-	-	-	-
Walpole	14.40	14.40	14.40	6.	-	-	-	-
"	40.80	40.80	-	7.	-	-	-	-
"	1.25	1.25	-	8.	-	-	-	-
"	17.42	17.42	17.02	9.	-	-	-	-
G. McDonald	4.50	4.50	4.50	10.	-	-	-	-
Red Star Post	1.15	1.15	1.15	11.	-	-	-	-
CMNT	1.81	1.81	1.81	12.	-	-	-	-
Pattinson Brewer	12.83	12.83	12.83	13.	-	-	-	-
Flowerdew & Co.	3.76	3.76	3.76	14.	-	-	-	-
" " "	-	2.33	2.33	15.	-	2.33	-	-
K.Ostel	2.50	2.50	2.50	16.	-	-	-	-
C.Shaw Conduct M.	8.00	8.00	-	17.	-	-	-	-
L.Hudson	20.00	20.00	10.00	18.	-	-	-	-
Mrs.Cheeseman	-	47.68	30.00	19.	-	47.68	-	-
Tel. Various	10.00	10.60	10.60	20.	-	.60	-	-
Rank Xerox	23.94	23.94	23.94	21.	-	-	-	-
"	14.82	14.82	14.82	22.	-	-	-	-
Richardson	15.00	15.00	-	23.	-	-	-	-
Mallory Conduct M.	8.00	-	-	30.	-	-	-	-
CMT Subpeona Shaw	8.00	-	-	31.	-	-	-	-
Express Parcel Post	.98	-	-	32.	-	-	-	-
Total Forward(1)	5,027.96	5,068.39	2,956.76			57.41	-	-
Taxi/Tubes	4.23	4.23	2.00	25.	-	-	-	-
Travel/Smith	73.80	36.90	12.30	26.	-	-	-	36.90
Travel/Marron	483.50	-	86.04	27.				483.50
Item J.Marron(alld. by Txg.Master)(Doctor)	-	-	10.00	28.	-	-	-	-
Hotels	97.40	58.63	68.00	24.				38.77
Meals	-	44.50	-	29.		44.50		
Sub Total(2)	658.93	144.26	178.34			44.50		559.17
Sub Total(3) (Marron's Costs)	3,000.00	3,110.00	2,695.56			110.00		-
Grand Total	£8,686.89	£8,322.65	£5,830.66			£211.91		£559.17

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THE WANDSWORTH COSTS ISSUE.

BILLS PRODUCED BY JOHN MARRON.

Marron's Bill No.1 was in the sum of £8,706.43, there being a discrepancy in the total which should have been £8,686.89 - a difference in Mr. Marron's favour of £19.54. **

Bill No.2 was in the sum of £8,322.75, and it should have been £8,322.65 - a difference in his favour of 10p.

The Taxing Master paid Mr.Marron a cheque for £5,831.06 and it should have been £5,830.66 - a difference in Mr.Marron's favour of 40p.

I paid Mr.Marron's first Bill in the sum of £8,706.43, but have not to this day had any explanation as to why the second Bill was lower by a sum of £559.17 than the first Bill, nor any satisfactory explanation as to why there were items in the sum of £211.91 added into the second Bill, which were not included in the first Bill. The difference in these items is £347.26.*

Marron's BILL No.1, which I paid in June 1972, was in the sum of ... £8,706.43
from which I deduct the amount of Overcharge (irrespective of its merits)

347.26 *
£8,359.17

Deduct the amount overcharged by Mr.Marron

19.54 **
£8,339.63

ADD the costs associated with Mr.Marron's Writ

81.98
£8,421.61

I had paid Marron	500.00
	+ 8,206.06
Marron retained, of my Wandsworth Costs	<u>831.06</u>
	£9,537.12
	- <u>8,421.61</u>
	£1,115.51

Add an estimated amount due to me from the Taxed payment (without prejudice) 300.00
£1,415.51

Interest on that sum over the period would amount to over £1,000, making the sum that Mr.Marron owes me in the region of £2,500 plus.

17th August, 1981.

The great injustice of my situation ^{is} be seen by an examination of the balances of money ^{owed to me by Mr. Marron} ~~from~~ ^{from} ~~Progressive Public Relations Ltd., and~~ ^{my} Wandsworth costs ^{and these monies are still owed to me} as I write.

~~While~~ ^{On} receipt in March 1972 of Marron's first Wandsworth Cost Schedule, my secretary had examined the schedule, listed the omissions, and noted the incorrect entries. Then, on her own behalf, had contacted Mr. Marron to question why costs she had personally incurred under his instructions were excluded from his schedule. She began an argument with Mr. Marron which, in the end, she won but which lasted from March 1972 until ^{in 1974 when} she received out of the money held by Marron from my Wandsworth costs, an amount of £87. 28d. She had also been compelled to take her fight with Mr. Marron to the Law Society.

So despite Marron's inadequately prepared Wandsworth Costs Schedule, he was paid a cheque for the full amount claimed only eleven weeks after he first sent the schedule to me.

There is no doubt that had a proper schedule been prepared by Marron at the outset, the whole matter would have been settled expeditiously and without rancour. What sensible reason could there have been for him failing to do so?

Paying Marron the cheque was only the beginning of further problems for me. In his letter of the 2nd ¹⁹⁷² March he concluded the letter by writing, "and once we have got all the vouchers out of the way we can go to the Treasury and tax our Bill of Costs whereupon monies will be coming back to you without delay".

It was not until January 1973 that Marron finally submitted the schedule to the Taxing Masters Office, eighteen months after my trial was concluded. It was a further two months ^{in March 1973} before he sent a cheque for £5,000 to my bank to reduce the borrowings I had made.

Mr. Marron's Schedule of the Wandsworth Costs was the clearest illustration of his incompetence in that, although he omitted a number of legitimate claims from the Schedule, he also included amounts which I had already paid in the period before the trial.

As a result, in a later assessment he found himself with a sum of £475. 26p belonging to me, which had been overpaid, and which Marron retained in January 1975, almost five years after my trial had ended.

Marron then briefed Mr. Steer, Q.C., ^{Defence counsel for one of the defendants,} from information contained in my Wandsworth Defence papers in order that Mr. Steer could proceed to question me when I appeared as a ^{prosecution} witness in the Hadwin, Ward, Dews, Roebuck trial in Leeds in February, 1975.

For some reason Mr. Marron thought it necessary for him to put his record straight, before he was called as a witness in February 1975.

Accordingly on the 14th January, 1975, a month before he was to appear as a witness in the same trial, he wrote to Mr. Ogle, my solicitor : -

"After forwarding to you a cheque for £87. 28p for the benefit of Mrs. Cheeseman, we now hold on deposit (for Smith) a sum of £387. 98p. with accrued interest." This was the £475. 26p he had retained, less the amount paid to Mrs. Cheeseman to meet her costs.

"As you know we have on a number of occasions, written to you inviting you to attend upon us to sort out the issues; we believe both of us have a moral and legal duty to determine these issues which are dragging on unnecessarily and we shall be grateful if Mr. Ogle will make an appointment to call upon us".

Having informed Mr. Ogle that he held £387. 98p of my money with accrued interest, he had also briefed Mr. Steer, Q.C., to ask him leading questions on oath indicating that he had

paid the Progressive Public Relations Ltd. tax, and had never had 'a penny of it from Mr. Smith', and to answer that the sum allegedly outstanding from me for Progressive Public Relations Ltd., tax was £494, almost double the sum of £252. 32p which had been assessed by the Tax authorities. It was a compounding of his perjury.

Knowing the nature of his 'brief' notes to Mr. Steer, Q.C. (which are now in my possession) that he intended to say in court, on oath, that he had paid tax and never had "a penny from Mr. Smith", his letter to Mr. Ogle was clear proof that he had knowingly misled Mr. Steer and through him had misled the Court.

Had Mr. Steer directed a question to me, "Do you owe Mr. Marron money"? then the whole affair would have been exposed. As it was, the purpose of the questioning was to present me to the Jury in the worst possible light. The fact that Marron owed me money was suppressed.

Mr. Justice Caulfield's summing up caused me to read headline, "the tiny people in this affair".

I saw no sincere reason why it was necessary for Mr. Marron to have briefed Mr. Steer, Q.C., to direct questions to him in the way that he did.

Question. " I want to see if I understand the situation, and do you follow me, I am interested in this to see what sort of light your evidence throws on Mr. Smith's reliability or otherwise? "

Answer. " Yes Sir. "

(This is where some of the cards played so unskillfully by Mr. Marron began to fall completely into the wrong places)

Answer. Mr. Marron. "That is so my Lord".

Question. Mr. Justice Caulfield : "And you were acting for him in that Defence?"

Answer Mr. Marron. "That is so my Lord".

Question. Mr. Justice Caulfield : "Do I understand you to tell the Jury that in the course of your preparation of the defence you discovered certain matters which you disclosed to the police?"

Answer. Mr. Marron. "No my Lord".

To the Sheriff G.C. in which Marron wrote,

I remind you of Marron's hand written note; "Unknown to Smith I put to Commander Vinton my reservations in March, 1970". There is a months difference between the date in the memo and the date in Marron's evidence, but Marron had no concern for absolute truth even in simple answers.

Question. Mr. Justice Caulfield: "That is how I interpreted it?"

Answer. Mr. Marron. "If I can assist my Lord. I analysed a cash book in April of 1970 and I saw there were entries in that cash book from a company called Ropergate. Immediately I knew Ropergate was the company that had been paying monies into Progressive Public Relations. I then saw a history of a man called Poulson and Ropergate. Therefore I went personally to police officers - not the investigating police officers of the Prosecution - but other police officers saying that I was most unhappy with a company Progressive Public Relations Ltd., of which we were the nominee directors, and I asked if some enquiry could be put in train relating to a certain town in the North East."

Question. Mr. Justice Caulfield: "But you continued to act as Solicitor to the defence?"

Answer. Mr. Marron. "I continued to act, I asked him, I got an answer to my enquiry from the Police my Lord, who informed me that there seemed to be no trouble relating to that town. I put this to Mr. Smith who gave me an assurance and I continued to act but my Lord, I acted with many reservations."

Marron then created another diversion. Marron now admitted on oath that, as my defence solicitor, he had gone to the police with information from a key defence document! His unjust actions relating to my Wandsworth Costs and the finalisation of the Affairs of Progressive Public Relations Ltd., could now be examined by me knowing from his statement on oath, that he acted for me with many reservations while conducting my Wandsworth defence.

Let me deal with one of the key matters raised by Marron. Of course he certainly knew of Poulson's involvement in Ropergate and O.S.B. The whole purpose of the introduction of his building client, Whittals Builders, to Progressive Public Relations Ltd., was to assist Whittals to secure a licence from O.S.B. to build U.S.E. houses in the North East. Marron explained Whittals function to the Court on oath as follows.

Question. "Who are they Mr. Marron."

Answer. "Whittal Builders Co. were clients of my practice. I asked Smith if they could be members of this Housing Association, this consortium, and Mr. Smith said he would be pleased to meet them....."
".....Later Whittal Builders were informed they could get a licence to build if they paid a sum of £1,000. They forwarded me a cheque for £1000. which I credited to the William Deacons Bank".

Mr. Marron was later quite specific although untruthful, when he asserted that " as Whittals failed to get the O.S.B. licence he paid them their money back"..... My honour is at stake - I was able to repay Whittal Builders".

Marron saw no contradiction between his decision to dishonestly pay back Progressive Public Relations Limited's money to his client Whittals in 1971, with the contents of his answer on oath in February 1975:

Answer. "I can assure the court that I did not engage in any active participation of this company (Progressive Public Relations Ltd.) after the correspondence of March or April 1969."

He saw no contradiction between his decision to pay Whittals their money back and his refusal to pay Cunningham. His answer to Mr. Justice Caulfield shows *this*.

Mr. Justice Caulfield : "More than involved in the formations, Mr. Marron, you actually sent letters to Dews and Roebuck?"

Answer. "That is so sir."

Question.

Mr. Justice Caulfield. "Well that is not just formation, that is the operation. Are you asking the Jury to believe that you were just a puppet of Mr. Smith and not a solicitor to him".

Answer.

Mr. Marron. "No my Lord".

Question.

Mr. Justice Caulfield. "Well what were you then."

Answer.

Mr. Marron. "I was employed as a solicitor to form a Company My Lord".

Question.

Mr. Justice Caulfield. "Yes, what about writing to Roebuck and Dews, were you a puppet or did you know what was behind it?"

Answer..

Mr. Marron. "At no time, My Lord, did I know what was behind it, therefore I must be indicted as being the puppet My Lord and I say that graciously".

Question.

Mr. Justice Caulfield. "You want the Jury to believe you were a puppet?"

Answer.

Mr. Marron. "That is the truth My Lord."

Bear in mind that my business relationship with Poulson and O.S.B. was ended, when Marron's client, Whittals, signed the agreement with O.S.B. and Marron was the solicitor who held that agreement. Bear in mind that Mr. Marron's client, Mrs. Cunningham, was also linked with Whittals in a letter written from Poulson's Ropergate Company. How then could Marron assert that in the critical matter under discussion that he was acting as MY puppet, and that he did not know of the link between Poulson, O.S.B. and Ropergate?

The Newcastle Evening Chronicle let Mr. Marron down lightly that evening when its banner h headline announced: "I wasn't Smith's Puppet", His answer to the Judge was simple q ".....you were a puppet?" "That is the truth My Lord."

How wrong can a headline be?

But let Mr. White, Director of Whittal's, explain his version of the truth, also on oath in his evidence to the police on 3rd May, 1973.

"I am a Director of Whittal Builders Company Limited. The Company was incorporated in 1955 and myself and Mr. Alder have been and are the only directors of this Company."

"Shortly after the Incorporation of my Company we retained Mr. John Marron, a solicitor of John Marron and Company of Trustee Savings Bank Chambers, Ellison Street, Jarrow, as the Company's Solicitor, his firm acted for us in all matters."

"Early in 1969 I was approached by Mr. Marron who *asked me if I were interested* in meeting Mr. Smith. "Two or three days later I spoke with Mr. Marron by telephone and as a result of what he said, I decided to pay £1,000. to Mr. Smith's Public relations company, Progressive Public Relations Limited.

"I made this payment by cheque on 14th March, 1969 and forwarded the cheque to Mr. Marron."

"About August 1969"

".....a Mr. Poulson introduced himself and a Mr. Sales his colleague, to me. Mr. Poulson explained that Mr. Smith could not be present and went on to say that they were connected with a company styled "Open System Building Limited" manufacturing a system Building House. During the conversation Mr. Poulson said he was an architect.....During lunch Mr. Poulson asked if my company would be interested in becoming area contractors for the Open System Building System...I expressed interest and arranged to visit Pontefract for further discussions."

"During October 1969 the draft of the agreement with O.S.B. was signed and sealed by both companies. My copy was held by my solicitor, Mr. Marron."

So Whittal's did get the licence, and Mr Marron held it. Bear in mind that my association with Poulson had ended in SEPTEMBER 1969.

How could Mr. Marron assert on oath that he did not know that Poulson , Open System Building and Ropergate were other than what I had told him when Progressive Public Relations Limited was formed? The worry that Mr. Marron had when he examined my defence documents, was that he knew what Ropergate meant, having got himself and his client Whittals involved with Poulson and O.S.B. He was trying to get himself and his client clear by using my privileged defence documents to my detriment.

But Marron had problems. The more he read my Wandsworth defence papers and heard rumours of Poulson's impending bankruptcy, the wider the gap he wanted between himself, certain of his clients and

He had withdrawn money each month to pay Andy Cunningham, that was on the record. What could he do with it ~~initially now~~ ~~Cunningham's~~ ~~at Ropergate's payroll.~~ It must have been a great relief for him to get rid of the £1,000. drawn by him to pay to Andy Cunningham according to Mr. White of Whittals "During or about 1971 Mr. Marron paid us in I think three separate cash amounts, just short of the £1,000." Why cash? I am still at a loss to understand. Mr. White continued "This we retained in our safe until 6th March, 1972 when we paid it into our Bank on our accountants advice".

You can almost sense Mr. Marron's concern. Mr. White pressing Mr. Marron for the money back, ~~the~~ putting the money in the safe and seeking advice from an accountant before paying it into his company account. By no means a normal transaction.

The reason for Marron's panic and his outrageously unprofessional conduct was ~~the~~ ~~information~~ ~~contained~~ ~~in~~ ~~the~~ ~~Dossier~~ against the rising crescendo of hysteria now building up around one of the causes celebr of the century. The responsibility for this hysteria arose from the Crowns failure to act ~~on~~ the information contained in the Dossier.

Let me ~~now~~ illustrate ~~the~~ panic by a few more simple examples. Progressive Public Relations Limited had enough money funds to meet all of its bills even allowing for the clearly illegal repayment of the £1,000. by Mr. Marron to Whittals. Mr. Marron made several attempts to explain where the Progressive Public Relations Limited's money went. None of the explanations was valid, but in the process of offering explanations he committed many ~~of~~ ~~which~~ ~~he~~ ~~recorded~~, one of these related to the payment of Progressive Public Relations Limited's Tax.

The amount of tax owed by Progressive Public Relations Limited, was never clearly established by Mr. Marron, he gave three On oath in the witness box in Leeds; *February 1975*

Question.

Mr. Steer, Q.C. "And subsequently to straighten out Progressive's position have you paid some tax for Progressive?"

Answer.

Mr. Marron. "We have paid all the tax."

Question.

Mr. Steer. "How much did it amount to?"

Answer.

Mr. Marron. "I think it is £494."

Question.

Mr. Steer. "Have you ever had a penny of that back from Mr. Smith?"

Answer.

Mr. Marron. "No Sir."

Let me hasten to add it was the company and not ~~Smith~~ who owed the tax in any case!

In his evidence to the police ^{IN} August 1973 Marron stated:

"I confirm that the company incurred £283. 82. tax to the Revenue which we paid from our own monies and this has not been refunded to us".

"Marron's client ledger card, ^{dated 1971, of which I have a copy} shows the amount of ^{tax owed by} £252.32 and this is the figure included in the analysis of the company's affairs prepared by accountants acting on the figures provided by Marron at the time. P.P.R. as

Whatever the amount of tax paid by Mr. Marron on behalf of Progressive Public Relations Ltd., it is certain and beyond doubt that, had he not paid back £1,000 to his client, Whittals Builders ^{thus putting Marron's P.P.R client account} into the red, he would ^{not} have had to falsify the figures or commit perjury under oath. He did ^{all of} these serious things.

His constant adjustment of the figures still did not ^{document headed} balance the account.

Marron produced to me a ^{document headed} "History of Progressive Public Relations Ltd.", on the 19th October 1971 in which he clearly set out the position of Progressive Public Relations Ltd., as he saw it at that time. As ^{the company} had ceased to trade, little could be changed after that date. He had included in his history the following important words. 2. "...nor to the best of our knowledge had Mr. Smith nor Mrs. Cheeseman received Directors fees nor dividends nor profits"

That statement was agreed between ~~him~~ and I for submission to the Income Tax authorities.

[Faint, illegible text at the bottom of the page]

Marron discovered, at a later stage, a £ 250 discrepancy in the accounts for which he had no satisfactory explanation, so he showed the amount on a P.P.R. Balance sheet as having been paid to me in cash, despite having recorded that I had never received Directors Fees, dividends or profits at the time the company had ceased to trade.

So, he had to introduce a fictitious £ 250 cash payment, allegedly paid to me in the presence of Mrs Cheeseman. Every subsequent communication following his decision to make the allegation contained a statement such as " I reminded him that I had given him an envelope containing £250 in cash in the Station Hotel, Newcastle."

He qualified the payment in a number of ways, but also included the innuendo, " We assumed that he had or would be declaring the payment to the Income Tax Authorities." If he had paid the amount to me in 1969 as he later alleged, why did he not include it in his History of Progressive Public Relations Limited when he submitted that document to me for signature in October 1971. ?

Let me draw this chapter to a close by showing a few of the confusions built up into Poulson Case facts simply by repetition.

Mr Marron claimed on oath that he had paid the tax owed by Progressive Public Relations Ltd and that he had never had a penny of it back from me .

Yet he deducted the P.P.R. tax amounts from my Wandsworth Costs in a letter sent to me in 1973. He deducted the amount again from Progressive Public Relations Ltd funds in his summary account notes. He also deducted the tax amount ^{for the third time} from P.P.R. funds in the Balance Sheet included in Court evidence and later submitted and agreed by the Tax Authorities.

~~He also deducted the tax amount from the P.P.R. Ltd funds in his summary account notes.~~

No tax back. ? On oath, " No Sir ".

Besides this, he wrote to my solicitor Mr. Ogle at the time I was in prison, to point out that, even though he had deducted Progressive Relations Limited Tax from my funds and, after he had paid expenses to Mrs Cheeseman, he still had a sum of money which he owed to me. And this letter was written only one month before he swore on oath in court that he had not had one penny back from me.

From my own stand point, the " Marron Incident" was another case of ' coals of fire' being unjustly heaped on my bloody and bowed head.