**IN THE CROWN COURT**

**AT LIVERPOOL**

Order No: T.20167064

The Queen Elizabeth II Law Courts

Derby Square
Liverpool, L2 1XA

Date of hearing: 5th September 2017

Start Time:10.39 Finish Time: 15.49

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| Page Count: | 55 |
| Word Count: | 25429 |
| Number of Folios: | 353 |

**Before:**

HIS HONOUR JUDGE CUMMINGS, QC

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|  | **R E G I N A** |  |
|  | **- v -** |  |
|  | **ROBERT SMEDLEY****CHRISTOPHER JOHN JOYNSON** |  |

**MR J. DYER** and **MS L. WRIGHT** appeared on behalf of the prosecution

**MR S. SWIFT** appeared on behalf of the defendant **SMEDLEY**

**MS F. HUSSAIN** appeared on behalf of the defendant **JOYNSON**

**PROCEEDINGS**

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IN THE ABSENCE OF THE JURY

JUDGE CUMMINGS: Ms Hussain..?

MS HUSSAIN: Your Honour, I know there are pressing matters to deal with so far as the jury is concerned. One administrative matter I forgot to mention yesterday is would your Honour designate yesterday as being day 1, the start of the trial?

JUDGE CUMMINGS: I am happy to.

MS HUSSAIN: I am very grateful; it would assist us administratively.

JUDGE CUMMINGS: Yes. Can I just confirm for the record that all counsel received by way of email the ruling in relation to yesterday’s bad character and severance argument?

MS HUSSAIN: Your Honour, yes.

JUDGE CUMMINGS: The outcome, as you will appreciate, is that I ruled against the severance application so the indictment remains unaltered. Do you wish me at any stage to read my reasons into the record or are you happy simply for there to be a hard copy lodged on the court file?

MR DYER: I am happy for the latter.

MS HUSSAIN: Agreed, the latter.

JUDGE CUMMINGS: Thank you, very good. In relation to the jury, as experience has shown the precaution of taking overnight was worthwhile. There have indeed been a number of additional reasons given now by panel members why they cannot or should not sit on the jury. Essentially they tend to come down to work and/or care commitments, either for children or elderly family members, but sparing you the detail unless you wish it we have enough still to empanel 14 and, subject to any other matters, I propose simply to bring in the jury panel, say a few words to them and then proceed to the ballot.

MS HUSSAIN: Your Honour, yes.

JUDGE CUMMINGS: Thank you very much. I should also say you have seen the proposed form of words for putting the jury in charge. The jury will need to have copies of the indictment at that stage.

MR DYER: Certainly, we will hand out the jury bundle.

JUDGE CUMMINGS: I am very grateful, so that is one between two, is it, for the jury?

MR DYER: Yes.

JUDGE CUMMINGS: The two spare jurors so to speak will need one each because they sit one behind the other, so that will make 18 in all.

MR DYER: We have enough.

The jury-in-waiting entered court

JUDGE CUMMINGS: Good morning, ladies and gentlemen, welcome back. Thank you for taking overnight to consider further whether there were any additional reasons why any of you could not sit on the jury. I know in some of your cases you have discovered overnight, or confirmed overnight, information which means that you are not suitable to sit and where you have indicated that I have taken account of it and you will not sit on the jury, so I seek to reassure anyone who has put forward a reason. But now is the time - if there is anything that any of you wish to bring to my attention that you have not already done so, now is the time because subject to that we will proceed to the ballot and if you are balloted and end up on the jury on this case that is it, you will have to serve for the duration of the trial, so now is the time. (*No response*). Very good, we will proceed to the ballot.

The jury were called

THE CLERK OF THE COURT: Will the defendants please stand? Christopher Joynson and Robert Smedley, the names you are about to hear are the names of the jurors who are to try you. If you wish to object to them or to any of them you must do so as they come to the Book to be sworn and before they are sworn. Objections for call shall be heard.

The jury were sworn

MR DYER: There are copies of the jury bundle which has the indictment behind divider 1, so if we can distribute those to the jury? There should be sufficient copies for one between two but we may need an extra copy on the end of each row.

JUDGE CUMMINGS: Yes, so for the first 12 as it were it is one between two, and for numbers 13 and 14 it is one each because they sit behind each other?

MR DYER: Yes.

JUDGE CUMMINGS: I am very grateful, thank you (*same distributed to the jury*).

MR DYER: I think your Honour has the jury bundle?

JUDGE CUMMINGS: I do, thank you. Please do not be alarmed by these files, ladies and gentlemen. This, as you appreciate, is a lengthy trial, there will be plenty of time to familiarise yourself with everything you need to that is in these files. For present purposes could I ask you simply to open the file? Please do not be insulted if I just refer to how these files work – some people are uncomfortable with lever arch files – but on the top of the file you will see there is a black plastic clip, or there is in some of them. If that clip is closed, please just press it to open and slide it out of your way, and then if you would go behind the first tab – you will see there are numbered dividers. Go behind the first divider and you should see there a copy of the indictment and I am just holding mine up so that you can see it. You will see at the heading “In the Crown Court at Liverpool; indictment; Regina..” or the Queen against and it gives the names of the two accused persons and it then sets out the charges. There is no need at this stage to read every word but if you would just look, on the first page you can see two charges or “counts” as they are called, count 1 and count 2 – do you see that? Each divided into two parts, “statement of offence” and then “particulars of offence.” Over the page on the second sheet, counts 3 and 4. On the third sheet, counts 5 and 6 and then at the foot of the sheet the start of count 7. The next sheet, the continuation of count 7 and count 8 and then most of count 9 and the final part of count 9 is on the final sheet. So nine counts on the indictment. As I say, we will not read the wording of them in full just now, again you will be introduced to those during the trial, but the clerk, in a summary form, is now going to deal with the indictment.

THE CLERK: The defendants Christopher John Edward Joynson and Robert Smedley stand charged on this indictment which contains nine counts of fraud. The overall period covered by the indictment is just under five years, from September 2009 to June 2014. On counts 1, 4, 6 and 8, Christopher John Edward Joynson faces four charges of fraud by false representation. The dates of these alleged offences and the details of the alleged false representations are set out on the Particulars of Offence for each of these charges in question. On counts 2, 3, 5, 7 and 9, Robert Smedley faces five charges of fraud by abuse of position. Again the dates of these alleged offences and the details of the alleged abuse of position are set out on the Particulars of Offence for each of the charges in question.

 To this indictment they have pleaded not guilty and it is your charge to say, having heard all the evidence, whether they or either of them are guilty or not. Would the members of the jury in waiting now please leave court with the usher. Thank you very much for your attendance.

JUDGE CUMMINGS: Just before you go, may I thank you all for the considerable time you devoted to this exercise. Ultimately, as you will appreciate, it is a random process. Thank you very much. (Jury-in-waiting leave court).

 Good morning, ladies and gentlemen. You then are the jurors sworn to act in this case and to decide the verdicts at the end of the trial charge by charge, either guilty or not guilty according to the decisions you make on the evidence. Plainly that is a serious matter and may I say a few words to you, please - first some general information and after that some discussion of your legal obligations as jurors. So first of all some general information.

 Can I deal immediately with the reason why there are 14 of you at the moment rather than 12, 12 of course being the ordinary number for a jury in our system? Numbers 13 and 14, forgive me if I address you in that way. As you might have suspected, the reason for swearing in two additional jurors at this stage is a precaution; it is an additional precaution that we take in longer cases and it is designed to cater for this possibility, that during the course of the opening, because at the moment you know very little about the case really, it is a few details that you will have picked up from the questionnaire that you filled out and also the brief look that we had at the indictment. At the moment you do not know much about the case but in the course of today prosecuting counsel, Mr Dyer, will open the case to you. That is to say he will set out in outline what the prosecution allege and in the course of that exercise you will learn a lot more detail about what is alleged. It occasionally happens that during that process, when the jury receive more detail, it jogs a memory, someone on a jury realises at that stage that actually they have a connection to the case that they had not previously realised because the additional detail has brought that to light, so that is the reason for having, if you will forgive the expression, two spare jurors. It is designed to provide for a situation where someone in the original 12 realises something during the opening which means that they cannot sit and then, rather than have to go through the whole exercise that we have spent the last day plus on, any member of the jury who had to withdraw could be replaced by one or if necessary both of the spare jurors – that is the reason for that.

 Ladies and gentlemen, the way it is going to work is this. Once the prosecution have opened the case at that stage essentially I will enquire whether there is anything that you have heard which means that you are unable to sit on the jury. If there are no problems with any of the first 12 of you who have been sworn then I will simply thank numbers 13 and 14, at that stage you will withdraw and play no further part in the proceedings. If there are any problems then, as required, you will step into the breach so I hope that explains the reason for swearing 14.

 Ladies and gentlemen, can I give you – and at this stage I proceed on the basis that any or all of you could be on this jury – can I give you information relating to the trial. First of all, just to remind you of the sitting dates (and they were set out on the questionnaire but you I appreciate do not have them before you), the court will not sit on Wednesday the 11th, Thursday the 12th or Friday 13th October. So the week commencing Monday 9th October will be a very short week, it will be Monday and Tuesday only; the Wednesday, Thursday and Friday will be your own time to do with as you wish. I confirm that at this stage; you can take that as gospel, you can make other arrangements for any or all of those days if you wish. In addition, the court will not sit at all during the week commencing Monday 23rd October. That is in fact, I believe, half term week for some or all of the local schools and if in fact that is a consideration for any of you, all well and good, but whether it is or is not the court will not sit that week, so that means that once we finish on Friday 20th October we will not resume until Monday 30th October. You have got a clear nine days to do with as you wish. There may be other occasions when the court cannot sit on the trial for part or all of a day and that is likely to be because of other commitments that I have – nothing to do with this trial but other cases in my caseload that for one reason or another I have to deal with during the trial time. If and when that should happen I will try to warn you in advance so that you can plan around it, but that is the sort of thing that may happen on occasions. As things stand there are, as I say, the three days – Wednesday the 11th until Friday 13th October – when we will not sit and the full week commencing Monday 23rd October.

 Sitting times. The court day in principle will be as follows: 10.30 in the morning through until 1 o’clock lunch time, and then 2 or 2.15 in the afternoon through to about 4.15 or 4.30 close of play. So two sessions, a morning session and an afternoon session, each of about two or two-and-a-half hours. We will take at least one break per session. Very often the trial process throws up the need for breaks from time to time, perhaps between witnesses or for other reasons, but if that does not happen I guarantee you we will take at least one break per session around about the mid point of the session.

 You may think on hearing those hours, “Well, it doesn’t sound like much of a working day.” A couple of things to say about that. First of all, from the point of view of the lawyers involved in the case, and indeed myself, it is not the whole working day, there is always work for the parties to do outside of the actual sitting hours to try to ensure that when we do sit things run smoothly, and from my point of view as well as theirs there is always preparation that I need to do in relation to the trial both before and after those sitting hours, so it is not the whole working day for us. But from your point of view, and if you have already sat as jurors on other cases in the past you may have experienced this already but if not you may find during this trial that actually sitting in court for four or five hours a day concentrating on proceedings can actually be quite taxing. It is perhaps more akin to four or five hours of lectures every day so it may just be that you find that the sitting hours are plenty enough from your point of view on a day-by-day basis.

 Can I say a word about delay? First of all, if there should ever be any delay on the part of the court, if I give you a start time or a re-start time and come the appointed time the court is not able to receive you, first of all my apologies in advance. Generally when that does happen the reason very often is nothing to do with the trial itself; the reason very often is because I have been given some other supposedly short task to perform and in fact it is not as short as I had been told and it delays the trial. I have taken steps, I hope, to reduce or eliminate the risk of that but a risk still remains so if that should happen my apologies in advance, I simply ask for your patience and understanding.

 Turning that around, what should you do should there ever be any delay on your part? First of all, ladies and gentlemen, your responsibility as jurors in this case is of course a very important one and I have no doubt that you will approach it in the mature way that I would expect that you would apply to any serious responsibility in the rest of your lives, and that of course means being at court in good time and that of course means setting off in good time to ensure you are ready for the start or re-start time on any given day. But, ladies and gentlemen, if you do set off in good time in the morning and despite your efforts something arises – you are let down by public transport, there is an accident on the road, anything of that sort – please do not panic. You should have been given a contact number downstairs as part of your general briefing to contact the court – to use the expression please use that number when it is safe and legal to do so, contact the court, explain what the problem is and we will wait for you. I might just require a word or two of explanation but I hope you will find that the court will be sensible about anything of that sort if you in turn have made proper arrangements from your point of view. So that was a word about delay.

 Now a word about concentration in court. It is vitally important, ladies and gentlemen, that you should be able to concentrate fully when you are in court and so, ladies and gentlemen, if there is ever at any time anything which is preventing you from being able to concentrate fully on proceedings please do not suffer it in silence. Please draw it to my attention – if you cannot get my eye or the eye of a member of the court staff if necessary put your hand up and call out. What sort of thing might prevent you from being able to concentrate? All sorts of things but it can be very simple. It might be that you need a break for some reason – a comfort break; sometimes people need to take medication, anything of that sort. It can be that someone is not speaking loudly or clearly enough and you cannot make out what they are saying. Anything of that nature, anything comparable – as I say, please do not suffer it in silence, there is no point you being in court if you are not able to concentrate and if there is something impeding your ability to concentrate draw it to my attention and I will do what I can to deal with it.

 Notes. You have notebooks and pens; please feel free to take notes at any time if that assists you. Do not feel obliged to and just a word of explanation: everything that is said in court, including what I am saying now, is audio recorded so if there ever really is any dispute about what precisely someone said if necessary it can be checked, but more generally you are not simply left to your own devices in terms of remembering the evidence that you hear; it is the job of the advocates in the case at the conclusion of the trial to make closing speeches to you and in the course of their closing speeches they will undoubtedly remind you of parts of the evidence that they say are relevant. In addition to the advocates, I myself have the job of summing the case up to you at the end of the trial and that includes summarising and reminding you of some at least of the evidence that you have heard, so feel free to take notes; do not feel obliged to.

 Can I say finally in terms of these general introductory words a few words about how to approach a “big case.” The first thing is this, ladies and gentlemen, please do not be daunted by it. Please do not be daunted by the fact that this trial has a significant estimate and you may therefore be thinking, and no doubt rightly thinking, “Well, there must be a certain amount of material then to deal with.” The courts deal with a significant number of long trials and I can say, ladies and gentlemen, from long experience that jurors, people just like yourselves, are well able to deal with them. The questions that you will have to decide will be straightforward questions of fact, straightforward in the sense that they are not difficult to understand. Did a person do a particular thing or not? Did a person act dishonestly or not? That kind of question.

 What makes a long case different from a short case at the risk of stating the obvious is simply the volume of material involved and the number of decisions that you, as a jury, have to make. How do you deal with that? The answer is, ladies and gentlemen, to pace yourselves. Do not think that you have to understand the whole case on day one, simply concentrate fully when you are in court and have faith that as the trial progresses the facts will become ever clearer as will the issues, and by “issues” I mean the points that are really in dispute. Ladies and gentlemen, the trial process has an element of repetition built into it, I hope not tedious repetition in the sense of people simply saying the same thing time and again but repetition in the sense that as the trial progresses you will begin to see that the parties keep returning to certain points, certain parts of the evidence, certain themes, and that will in itself telegraph to you what the issues are in the case and, as I say, you will be reminded at the conclusion of the case both by the advocates and myself of the evidence that you have heard. So there is a sort of running process of repetition and building and revision of the case as it proceeds.

 Finally, ladies and gentlemen, and very importantly the prosecution brings the case, it is for the prosecution to prove the case. The charges on the indictment amount to allegations that the prosecution make against the defendants. The question for you at the end of this trial will be whether the prosecution have or have not succeeded in proving what they allege. The defence are under no obligation to prove anything. Part of my job is to ensure that the trial remains focused on the issues in the case and the issues in the case derive from the indictment: what does the prosecution allege; has the prosecution yes or no succeeded in proving what it alleges?

 That is what I want to say by way of general introduction, ladies and gentlemen, and I now wish to move to a document, Legal Obligations of all Jurors, and I will ask that that be distributed to you, please, one between two and one each for those numbers 13 and 14 (*same distributed*). Ladies and gentlemen, this document is different from every other document that you will receive in this case in this sense – this document, once we have read through it, you can take away with you; you can fold it up and put it in your pocket and take it away from court with you. That will not apply to anything else. Anything else must be left at court but this document is yours to keep. As you can probably gather just by looking at it, it is a proforma. There is nothing pointed about what is contained in this document, it is something that judges deal with at the start of every trial regardless of what that trial is about. Ladies and gentlemen, can I read through this document with you, not because you cannot read it for yourselves, of course you can, but everything has to be done in open court and in the presence and hearing of all present.

 Ladies and gentlemen, heading “Legal Obligations of all Jurors. 1. Your decisions in this case must be based solely on the evidence, legal directions and submissions you hear during the trial.” “Submissions” really means arguments or representations. 2. “It follows that you must not carry out any enquiries or research into any aspect of the case yourselves and should only work on the case when you are all together at court. In particular you must not use the internet to explore any aspect of the case or to investigate any personal details of anyone connected to the case. It is in fact a criminal offence for a juror intentionally to seek information relevant to a case in this way.”

 Pausing there, it does not mean you cannot use the internet in your spare time – of course you can. What it means is you must not do it in connection with the trial.

 3. “Until you have returned your verdicts you must keep all details of the case and evidence you hear during the trial to yourselves. You must not discuss any aspect of this case with anyone other than fellow jurors or allow anyone else to talk to you about it.” Pausing there, ladies and gentlemen, if you are not careful it is very easy to breach number 3 without intending to, it can happen in the most innocent of circumstances and particularly if this is the start of your jury service, because no doubt when you get home tonight whoever else is at home, if they know you are doing jury service may, for perfectly understandable reasons, be interested in your day – “What’s it like?” “Are you on a jury?” “What’s the case about?” – all perfectly pleasant sociable enquiries but if you answer any of them before you know it you are into a discussion about the trial and before you know it the other person, even if only out of courtesy, may have said something or offered some opinion which consciously or unconsciously could affect your judgment in the trial and that would not be fair to the parties in the trial because the other person you were speaking to would not have been in court, would not have seen and heard everything that you had and would not be in a position to comment properly on the case. So, ladies and gentlemen, if that happens, if you get that sort of enquiry – “What’s your day like?” “Are you on a jury?” – would you please simply say, “I’m sorry, I can’t discuss it” and if you get the follow-up question, “Oh go on, you can tell me” would you please play your trump card – blame the judge. Say, “I’d love to tell you about my day at court; the judge has said we can’t and we’d get into trouble if we did” and simply leave it at that. Do not allow yourself to be drawn into any discussion.

 Very rarely (and I do not say this pointedly, I say it in every case) very rarely a person on a jury is approached in rather more sinister circumstances – standing at a bus stop someone appears next to them, “Are you on the jury in such-and-such a trial?” and seeks to engage them in conversation about it. You do not need me to tell you that that would be wholly improper. If anything of that nature were to happen please tell that person, either politely or indeed not politely, to go away, do not discuss the case with them and report it to me as soon as you get the opportunity.

 Number 4: “You must not go on to Twitter, Facebook or any other social networking site to contact anyone about the trial or to in any way refer to or discuss any aspect of the case. To do so may also amount to a criminal offence.” Again it does not mean you cannot use social media in your spare time, of course you can if you want to; all it means is it must not be to do with the case. Number 5: “You may of course discuss the evidence among yourselves during the trial but should only do so when you are all together in your jury room.” Pausing there, the reason for insisting it be only in your jury room is to prevent any possibility of some unconnected person overhearing and chipping in – you will see there is a common theme that runs through a lot of this document – and the reason for insisting that there will only be discussion when you are all present is to ensure there is no risk of anyone feeling left out, feeling excluded, feeling that cliques are building up, anything of that sort. As a jury you are a team of 12 and all 12 must be involved in any discussions about the case.

 Reading on in paragraph 5: “You must keep an open mind and should not reach any concluded views about the case until you have heard all the evidence, the advocates’ submissions and my summing-up.” I stress the expression “concluded views.” As the trial progresses you will undoubtedly form provisional views about the evidence. When people give evidence from the witness box you will undoubtedly form a view at the time – what you make of them as a witness, whether you find them impressive, whether you accept or have reservations about what they say. Absolutely nothing wrong with that, just do not make any final decisions about anything until the very end of the trial when you have heard everything.

 Paragraph 6: “After you have returned your verdicts you may then talk about the case with others but you must never in any circumstances disclose anything of your jury discussions or deliberations. If anything happens during the trial which causes you concern, for example someone approaches you to talk about the case, please report it immediately to an usher or the court clerk, preferably in a note.” That will enable me quickly to deal with the matter. Finally, number 8: “As a juror you not only have responsibility for your own conduct but also for the conduct of the jury as a whole. If you are concerned about the behaviour of a fellow juror or there is any other problem among yourselves concerning the trial you must report it as soon as possible in the same way” so that I can help you and deal with the matter. “These legal requirements are in place to ensure that the trial is both fair and conducted in accordance with the law.”

 Ladies and gentlemen, as I say this is your document to keep, please feel free to put it in your pocket or your handbag or whatever and keep it throughout the duration of these proceedings.

 Ladies and gentlemen, the chances are you are all sitting there having been through that document thinking to yourselves, “Well, we really didn’t need the judge to tell us any of that; it was all obvious; we wouldn’t have done any of those things anyway.” If so, all well and good, but if in fact there was anything in that document that might not have occurred to you, well, it was worth taking the precaution. May I say this finally. Very rarely, and it really is very rarely, very rarely someone on a jury, despite having been through all of this, despite what is contained in this document, thinks that they know better and deliberately does something in breach of one or more of these rules, and on the rare occasions when that has happened and when the juror or jurors in question have been caught it has all been horribly serious for those concerned. I do not say that by way of threat, ladies and gentlemen, I say it simply to underline the importance and seriousness of what we are dealing with in these proceedings.

 Thank you. Ladies and gentlemen, that is all I wish to say by way of introduction and may I now turn to Mr Dyer, who will introduce those involved in the case and open the case for the prosecution. Mr Dyer..?

MR DYER: Thank you. May it please your Honour, members of the jury I prosecute this case with the assistance of my learned friend Ms Wright, who sits to my left. My learned friend Ms Hussain, who sits to my right, represents Mr Joynson who sits behind her in the dock and my learned friend Mr Swift, who sits nearest to you, represents Robert Smedley who is nearer to you in the dock. So that is the representation in this case.

 My purpose in opening the case to you is to tell you a little bit about the charges on the indictment and to tell you in general terms what the case is about before you begin to hear the evidence. What I say obviously is not evidence in the case. You are going to hear evidence from the witness box and you are going to obviously also be asked to look at documentary evidence and in due course it will be for you to determine where the truth lies in this case because matters of fact, questions of fact, are for you to determine. Questions of law are for his Honour and his Honour will make rulings on the law. Anything I say in relation to the law as it applies to this case is subject to any rulings or directions that he may give and in due course the case will be summed up to you by his Honour and legal directions will be given and you must of course follow those.

 In opening the case I am going to refer to some of the documents in the jury bundle which you have and quite obviously we are not going to look at every document in that bundle today but during the course of the trial we will look at all of that material. We will dip into it in the course of the opening so that you have an idea of what documents there are in the jury bundle and the documents that are relied upon by the prosecution. As his Honour has pointed out, it is the prosecution that bring the case; the prosecution must satisfy you so that you are sure if you are to convict either of these defendants on any of the nine counts on this indictment. It is only if you are sure of guilt that you can convict; if you are not sure then of course you must acquit.

 The defendants are charged with offences of fraud, as you have heard. It is alleged that Robert Smedley, who was Dean of the Faculty of Education at Edge Hill University, was responsible for recruiting Christopher Joynson and authorising the payment of invoices submitted by Mr Joynson for consultancy work allegedly carried out by him for Edge Hill University. The invoices amounted to a little over half a million pounds and spanned a period of approximately five years. I am going to ask you very briefly to look at the jury bundle before I turn to the indictment. If you could look, members of the jury, behind divider 4 in the jury bundle you should see a document like *this* which is principally blue. This, members of the jury, is a schedule of invoices and the first three pages behind this divider list the invoices with which we are concerned and you will see there are three pages on this first schedule, because this includes all of the invoices and some of them are blue and some of them are green. The blue ones you will see there is a reference to the company, C.J. Consultants – I say “company”, “organisation” I should say – C.J. Consultants, the trading name used by Mr Joynson and some, the green, are Forward Education, another trading name used by Mr Joynson. These are the invoices and you will see on the third page the total figure and you will see I have made a mistake there in the total – it is just over £500,000 as you will see that is submitted in invoices for consultancy allegedly carried out. So that just gives you an overview of the invoices. We do not need to study that in detail at this stage.

 For most of the time when invoices were being submitted, Mr Joynson was already being paid a salary, either by Fosse Primary School, because he was a primary school teacher initially, but subsequently he was in receipt of a salary from Edge Hill University itself. So the prosecution say that he was not entitled to those consultancy payments as he had either not done the work, or such work as he did do formed part of his employment for which he was already receiving a generous salary. If we just turn back to divider 3 and look at the second page of divider 3 you will see a document like *this*, members of the jury. If you could just briefly have a look at that. If you just look along the top, this gives details of salary information for Mr Joynson whilst he was at Edge Hill University. If you look at the post title you will see that there are in fact a number of posts that he held over about five years and you will see the annual salary starts at about £35,000 but increases over that five years to £53,000 or thereabouts. So the salary information is there - he was in receipt of a salary for most of the time when these invoices were being submitted.

 The prosecution say that the defendants were dishonest from the outset and that Mr Smedley abused his position as Dean of the Faculty of Education by his involvement in the recruitment of Mr Joynson and the promotion of Mr Joynson at Edge Hill University and by authorising the payment of invoices, which clearly the prosecution say amounted to dishonest claims. Unbeknown to anyone at the University, the two defendants the prosecution say were in a relationship and in fact Robert Smedley himself received the benefit of a large proportion of that money that was paid out in consultancy fees to Christopher Joynson.

 I am going to turn to the indictment, members of the jury. You have looked at it – if we look behind divider 1. It is an important document, of course, because it sets out what it is that the prosecution allege and of course what it is the prosecution must prove if you are to convict on any of these counts. There are nine counts, four in relation to Mr Johnson; five in relation to Mr Smedley. If we just look at count 1, all of these counts allege fraud but the counts in relation to Mr Joynson and the counts in relation to Mr Smedley are slightly different in form. If we just look at count 1, it is fraud contrary to section 1 of the Fraud Act and the particulars of the offence – this sets out what it is the prosecution need to prove – are that “Christopher John Edward Joynson, between the 1st day of September 2009 and the 22nd October 2009, dishonestly” – so the prosecution have to show that he acted dishonestly and that is very important and applies to all of these counts – “and intending thereby to make a gain for himself or another” – to make money for himself in this case – “made a representation to Edge Hill University which was and which he knew was or might be untrue or misleading.”

 There are a number of elements there – dishonesty, an intention to make a gain for yourself or loss to another but here again for himself, and making a representation in this case to the University which he in effect knew to be false, the prosecution say, here. “Namely that he was entitled to be paid for work claimed for in C.J. Consultants invoice” – and there is a reference there, this is the reference on the invoice – “CJEHU” – “CJ” obviously standing for Christopher Joynson or C.J. Consultants – CJEHU/1 and it is in breach of section 2 of the Fraud Act 2006. So it is a fraud by misrepresentation; this sets out the elements of the offence. In fact that offence relates to – if you look just at the first page behind divider 6 – you will see a number of these invoices through the trial but this is the first in time and this is the invoice, in fact, which relates to count 1. There are dates upon which work is said to have been carried out and that is the invoice relating to count 1 on this indictment.

 Count 2 – if you would go back to the indictment, members of the jury, behind divider 1. This is a count concerning Mr Smedley and again it is fraud but the particulars are different. It does concern the same invoice and you will see the reference to the invoice – CJEHU/1 – but this count has the same dates, and again dishonesty is one of the things the prosecution have to prove and the intention to make a gain for himself or another “abused his position.” So rather than a fraud by misrepresentation, this is a fraud by abusing his position, his position as Dean of the Faculty of Education at Edge Hill University “in which he was expected to safeguard the financial interests of Edge Hill University.” So there the prosecution have to prove that he was in that position. He was the Dean, there is not going to be any dispute about that, it was his Faculty, but that it was a position in which he was expected to safeguard the interests of the University. The prosecution will say that is obvious but it is of course a matter for you. Then the particulars explain what it is that the prosecution say he has done – “by authorising the payment of the C.J. Consultants invoice CJEHU/1” - so by authorising that, knowing that Christopher Joynson was not entitled to be paid for that work. It covers the same invoice for the same work that has allegedly been carried out but the form of words is different as you will see and they are charged on separate counts and you will have to consider them separately, members of the jury, and reach your decisions in relation to those counts.

 Moving on over the page to count 3. This is another count concerning Robert Smedley and again it is fraud by abuse of position and you will see the dates here – 1st September 2009 to 29th January 2011. It follows the same pattern because again you have to be sure that he was dishonest, intending to make a gain for himself or another, a financial gain. He abused his position as Dean of the Faculty of Education, Edge Hill University – so again it is the same – in which he was expected to safeguard their financial interests – the same. But the manner in which he has abused that position is different, it is authorising the payment of C.J. Consultants invoices and you will see the reference there, the numbers of the invoices – it is CJEHU/2 to 20 – without disclosing to Edge Hill University his relationship with Christopher Joynson. So the prosecution say it was dishonest, he ought to have revealed this conflict of interest if you like, they were in a relationship and he did not; it was dishonest. That is what the prosecution say about those invoices and his involvement with them.

 Count 4 relates to Christopher Joynson and the dates are between November 2009 and February 2010 and again it is fraud by misrepresentation – I will not repeat all of the elements that have to be proved but you know dishonesty and an intention to make a gain. The representations are obviously different here. He made representations and the representations are set out. Obviously the prosecution say they were untrue or misleading and you will see the first one, that he had been employed to lead the development of Year 6 booster classes at Fosse Primary School – the prosecution say that was not true. Secondly, that he was not aware of any police or other formal enquiries undertaken following allegations made against him which may have had a bearing on his suitability to the post of Partnership Development Officer. This count concerns misrepresentations that he made when he applied for a job at Edge Hill University and in relation to that second misrepresentation the prosecution say he failed to reveal police cautions that he had on his record. Thirdly, that the reason for his leaving his employment at Lillington Primary School was that he had come to the end of a fixed term contract in August of 2007, so something else that the prosecution set out to prove was false and was something false that he put on an application form. So again it is fraud by misrepresentation but it concerns job application rather than the invoices.

 Over the page, members of the jury, count 5. This also concerns Mr Joynson’s job application but the count relates to Robert Smedley, so the dates are September 2009 to February 2010 and again the elements of dishonesty and intention to make a gain. He abused his position and you will see it was by failing to disclose the fact that he was in a relationship with Christopher Joynson and by dispensing with the requirement of a Criminal Records Bureau disclosure for the post of Partnership Development Officer. This is an abuse of his position that relates to Mr Joynson obtaining his salaried employment at Edge Hill University, so that relates to Mr Smedley’s involvement in that.

 Counts 6 and 7 is a count each for Mr Joynson and Mr Smedley. I say counts 6 and 7 because they relate to the same invoices. If you turn to the invoice references on each you will see CJEHU/21 to 30 and then there is a lettering, it goes up to CJEHU/I, so those invoices are the invoices that we are concerned with in counts 6 and 7. Again in relation to Mr Joynson the allegation is one of fraud by misrepresentation and here you can see in the particulars that he was entitled to be paid for the work claimed for in the C.J. Consultants’ invoices and the references there you will see.

 Count 7 in relation to Mr Smedley, again in his case it is fraud by abuse of position and you will see towards the end of the particulars what it is alleged that he has done – “by authorising the payment of C.J. Consultants’ invoices”, knowing that Christopher Joynson was not entitled to be paid for that work. So they relate to those C.J. Consultants’ invoices with those references.

 The final two counts follow a similar pattern. Counts 8 and 9 are similar to 6 and 7 but they relate to Forward Education invoices. If you look at count 8, Christopher Joynson, and you will see the period is specified – April 2011 to June 2014. If you look at the representations, that he was entitled to be paid for work claimed in those Forward Education invoices. There are a number of them and we will look at some of them shortly. So separate counts for C.J. Consultants’ invoices and Forward Education invoices, both of which were trading names used by Mr Joynson.

 The final count relates to Mr Smedley and follows the same pattern. You will see the dates are the same. It relates to him authorising the payment of Forward Education invoices knowing that Mr Joynson was not entitled to be paid for that work. Obviously you can come back to that document, and we can come back to that document as many times as is necessary, you do not need to memorise it at all, but that the prosecution say reflects the evidence in the case and sets out what it is that the prosecution must prove if you are to convict either of the defendants on any of these counts on the indictment.

 Members of the jury, I am going to tell you a little bit more about the case. Edge Hill University, it is a campus University with a long history in relation to teacher training and many of you will be aware of that, I am sure. It was originally Edge Hill College; it became a University in 2006. One of the Faculties now is the Faculty of Education – it has three Faculties now – and it provides initial teacher training as well as professional development courses for teachers.

 There is a structure hierarchy within this bundle which may be of some assistance when we hear from witnesses. If you look behind divider 3 – this is just to give you some idea of some of the people involved and their positions within the University. If you look at page 1 you should have a flowchart like *that*. You will see the Board of Governors at the top and the Vice-Chancellor, John Cater, just below. There is a Deputy Vice-Chancellor, Steve Igoe, and at one time a Deputy Vice-Chancellor academic Bill Bruce – he in fact left in July 2013. Moving along to the left you will see in blue “Pro-Vice-Chancellor and Dean of the Faculty of Education, Robert Smedley.” You will appreciate that over time positions change – this is to give you an overview of the position throughout most of the time we are concerned with. So we see his position and of course he is Dean of the Faculty of Education. You will see the Associate Dean just below and to the right is Peter Townley. You will see also to the left there is a Finance and Resources Manager, David Lowe, from whom you will hear. In red you will see some of the positions held by Mr Joynson because his job title changed over the years he was there. You will see the first is in fact on the left bottom corner, SENCO Partnership Development Officer starting in February 2010. He then moved to Partnership Development Co-ordinator and then Assistant Head of Professional Development. You will see at that time – for most of that time, I should say – his line manager was in fact Anita Walton who was Head of Professional Development and you will hear from her as well. Later on he had other positions. To the other side of this document you will see two other positions and you will see that his line manager later on was Nicola Whiteside. So that just helps you get an overview and to see, in broad terms, what the hierarchy was at the University and where people fit in. There are a number of names on there – most of them you will hear of or hear from during the course of the trial, so if you need to refer to it to remind yourself. It should be a helpful document; it may be that we will add to it in due course if there is other information that is needed or if dates are helpful. So that is an overview.

 As far as Mr Smedley is concerned, he had the roles that are on this hierarchy. He was Dean of the Faculty so he was responsible for management of the Faculty, including financial management with authority over budgets and responsibility for authorising payments, which of course is important in this case.

 I am going to tell you a little bit about the discovery of the fraud and jump ahead to 2014. In June of 2014, Christopher Joynson in fact was Executive Lead for School Centred ITT - initial teacher training. It is on this document here that we were just looking at, so he had progressed and that was his position. He was involved in such things as building partnerships with other organisations and so on and his salary by that time was something like £53,000 a year. In June 2014 the Director of Finance for the University as a whole, Carl Gibson, was reviewing lists of supplier payments – so that would include invoices from consultants and so on – and he was doing that prior to the auditing of the University accounts. Normally he would look at payments over £50,000 but on this occasion he was looking at payments over £10,000, and so he reviewed those payments and he discovered that a large amount of money was being paid into the personal account of Christopher Joynson. He did not know Christopher Joynson himself but he discovered that Mr Joynson was a salaried member of staff, full-time, and for that reason decided to make further investigations.

 He emailed Robert Smedley querying Mr Joynson’s employment status and asking why it was that he was being paid consultancy fees when he was on the pay roll. At that stage the scale of it had not been discovered; it was only apparent at that time to Mr Gibson that about £20,000 in one particular financial year had been spent on consultancy fees for Mr Joynson but he was still wanting to know what had gone on. Mr Smedley responded to say he remembered the work well and he himself had approved it and he said there had been checks with HMRC as to how he should be paid and the consultancy work, he suggested, was different – that is different to his salaried work – and it was carried out at weekends and holidays and that was why these payments were made.

 There were further investigations and by the start of July of 2014 Mr Gibson discovered that Mr Joynson had been paid much more than that – by that time he had discovered about £100,000 worth of invoices over three years from C.J. Consultants, which is the name being used by Mr Joynson, and he again asked Mr Smedley, he emailed him asking for an explanation as to how this could be an explanation as to what he said was the HMRC outcome that concluded he could be paid in this way as a self-employed consultant and asking him what procurement route had been taken, what efforts had been made to check they were getting value for money. Mr Smedley responded saying he had not realised the cumulative effect of all the work, he had not realised how much it was – that he may have approved it but he had not realised the scale of it is was what he was saying that he had asked Mr Joynson to do – and he accepted there had been no procurement process. He had not realised, he said, that he needed to obtain approval. He said that other consultants had been used over the years, which is undoubtedly true, without any procurement process and he said he had carried out checks. He said he was not aware of any other salaried staff – so like Mr Joynson, Mr Joynson was full-time employed by the University – there were not any of them earning additional sums of money through invoicing as a business in the years they were looking at. He said some staff were paid additional sums but not authorised by him.

 Carl Gibson continued his investigations and he repeated his concerns and he queried this lack of any tendering and queried how Mr Joynson could possibly have carried out the work in addition to his day job. He asked Mr Smedley to pass on any information that he had regarding Mr Joynson, in other words any explanation that he could give as to what was going on or anything that he might feel was relevant. Mr Smedley responded to say that at the time he had taken advice from the Finance Department as to how Mr Joynson should be paid, and you will hear a little more detail about that during the course of the trial. Further investigations by Mr Gibson showed that consultancy payments had been made for a number of years. It was also discovered that he had invoiced the University through another organisation he had set up called Forward Education. So initially he had not known about that, he had not mentioned it to Mr Smedley, he had been asking him about C.J. Consultants but in fact there was another organisation, Forward Education, used by Mr Joynson. So Mr Smedley had said nothing about this when he was asked for any relevant information by Carl Gibson. In fact, between September of 2009 and June 2014 as we have seen Mr Joynson invoiced just over half a million pounds - £513,000 – and he was invoicing both through C.J. Consultants and through Forward Education over a number of financial years, so it was not one and then the other but there was an overlap between the two.

 As you have seen briefly on the schedule we looked at at the start of my opening, the blue and the green invoices there, there is overlap between them so far as the timing of them is concerned. But this, of course, was in addition to the salary he was receiving for the work that he was carrying out. Once he had supplemented his salary in this way he effectively tripled his income; that was the effect of the consultancy payments, so something like £132,000 a year was the result. As a result of the discovery of the fraud, a couple of the Forward Education invoices that were submitted were withheld, not surprisingly, but needless to say Mr Joynson did not make any subsequent requests for payment.

 Going back, members of the jury, to the first invoices submitted in relation to work allegedly carried out, Mr Joynson claimed to have carried out consultancy work from December of 2008. Of course at that time he was not employed by Edge Hill, he had been working at Fosse Primary School, and Mr Smedley accepts that it was he who recruited him to do this work, the initial work. He was employed at Fosse Primary School but the Primary School was struggling, it was in Special Measures and did need help and there were obviously some discussions between Mr Joynson and Mr Smedley about that - they had known each other previously on any view. Mr Joynson had only been qualified for a short time – he had only been qualified as a teacher, I think, for three years. He was at Fosse Primary School, the school was in Special Measures and the idea was, it seems, that Edge Hill University give them some assistance.

 The first invoice - if we look at it again behind divider 6, members of the jury, the first page – if we just look at this for a moment you will see at the top right-hand corner the invoice number CJEHU/1 and you will see below that the date. You can see C.J. Consultants, Mr Joynson’s name and an address in Northumberland. It is addressed to Edge Hill University. As far as the detail of it is concerned, the dates you can see there, there are specific dates for which payment is requested. It starts on 12th December and goes through to 2008 and through to 21st May 2009 and it is a claim for 15 days “Consultancy project management, the Edge Hill University/Fosse Primary School improvement project.” So it is £350 a day for 15 days, there is an invoice for £5,250. If you look at that invoice, members of the jury, one of the things you may notice is the invoice date is some months after the last piece of work was carried out – September of 2009. This is just after Mr Joynson had finished working at Fosse Primary School, so the work itself was alleged to have been carried out when he was a full-time Primary School teacher at Fosse, but the invoice comes after he has finished that contract in September of 2009 because he obviously finished the school year in around July of 2009. It was submitted, it seems, in September 2009 and it relates to work allegedly carried out at his own Primary School where he was a full-time teacher, paid a full-time salary. Mr Smedley was later to claim that Mr Joynson had approached him asking for help because the school needed assistance and this was a school improvement project.

 In fact, we know from other documents and other witnesses that the work carried out by the University for Edge Hill was costed and there was a breakdown as to what was involved in that work. If we have a look, members of the jury, behind divider 10 there are a number of documents here relating to Fosse Primary School. I am not going to read all the way through these documents at this stage, members of the jury, but just so you have an idea of the evidence, behind divider 10 you will see there is a document “Fosse Primary School, Leicester.” You will see at the top of this document it actually says “Centre for Learner Identity Studies” – that is a department of the University, a research department. You will see at the bottom, though, that Mr Smedley, in April of 2009, has produced this document and the cost estimate is £4,500. If you move through the pages – I am sorry, I should have said at the outset there are a number of page numbers on some of these documents and it is quite confusing. When I refer to the page numbers, I am referring to the top right-hand corner – I should have explained that, sorry – so the top right-hand corner. If you move on through these documents to page 8, this is a report that actually gives a breakdown as to what was involved in the project. You will see the breakdown of that, £4,500, at the bottom of this page, the revised budget, and you will see reference to a “professorial consultation, visit to school, two-day gathering visit to school by project researcher”, reference to a research assistant and so on. So it was costed and there is a figure in relation to it – “revised budget” – as we see there. In these documents nowhere, of course, does it suggest that Mr Joynson was to be paid as a consultant when he was a Primary School teacher at the very school the work was being carried out. He should not have been paid because he was already being paid as a teacher at Fosse Primary School and the prosecution say that in any event whatever he did do the claim he made was grossly disproportionate – 15 days consultancy work.

 The Head Teacher, Deputy Head Teacher at the school were not aware of any consultancy work he was carrying out. 15 days of consultancy work, going back to the invoice behind divider 6 – these days are all week days; they are all teaching days, “school days” if I can put it that way. I am going to ask at this stage if I can hand out another document to you. Again, I do not want you to be overwhelmed by having yet another document – this is to assist you. It is a schedule, it is a larger document, A3, and it is colour coded and it is set out in chronological order. It has events on it which hopefully assist you in understanding certainly the chronology of the case and the events that take place. I am going to ask that you share one between two and perhaps one each on the end and we will have a little look at that (*same distributed*).

 I am just going to look at the first page for the time being. We can hold it alongside the invoice and see the dates and the work that is allegedly carried out. You will see on this document in blue this is work claimed for on invoices, so you will see there is a reference to his starting work at Fosse Primary School at the start. So in general terms red is an indication of employment or change in employment and so on; blue, the lighter blue here relates to work that has been claimed on invoices. So *here* you have the first invoice and we have the dates *here*, which are the same, so you will see those dates have been transposed on to this document so you can see the days for which he has claimed consultancy fees for full days’ work. You will see *here* the day of the week to give you some assistance as to when these things were taking place, because these are the very days for which the claims are made. What the prosecution say is that he was a full-time teacher then. All of these days were not spent carrying out work as a consultant for Edge Hill University, far from it. He was of course already being paid his salary for those days by his school and there is no way, the prosecution say, he could have done that work in addition.

 It is right that he did spend some time on this project, there is no doubt about that, and one of the things that we have are invoices. There are a couple of invoices from Fosse Primary School itself because on a couple of occasions it is right that Mr Joynson was involved in the project work and so what was agreed was that Edge Hill University would apply for a supply teacher to come into Fosse, so Edge Hill would pay that fee for the supply teacher, and pay for Mr Joynson to travel to the University so that he could be involved on a couple of days – he is still of course being paid his salary as a teacher but Edge Hill were paying for a supply teacher to cover for him at his own school and they also ended up paying this invoice, £5,000-odd, to pay him as a consultant. That was the position, members of the jury. If you have a look behind divider 10, at the last two pages – look at page 26 in the top right-hand corner behind divider 10 - you should see an invoice like *this*. It is actually an invoice, Fosse Primary School, Leicester – does everybody see that? So this, as you will see, has an invoice date 26th February 2009 and they are invoicing Edge Hill University. It is addressed to David Lowe who is the Finance and Resource Manager and you will see what it is for: “Supply cover and expenses for Chris Joynson in relation to the Fosse Primary/Edge Hill University Partnership.” You will see “Description: supply cover two days” and it gives dates, 30th January 2009 and 20th March. If you would just keep one finger in that page and look at the invoice again just behind divider 6 (sorry to jump around) you will see if you look down the dates 30th January is there. It is the sixth date for which he has claimed these consultancy fees. Edge Hill have paid his consultancy fees and they have paid also for that date and then 20th March, the other date, you will see is also on there on the invoice, so they paid £350 on this invoice for that and then you will see £200 for each of those days paid for cover for a supply teacher as well. Paid twice over. The prosecution say CJEHU/1 is a fraudulent invoice.

 Although that work was carried out from December 2008, the start date, it was only in the September of the following year, 2009, as I have said that the invoice was submitted and it was then that Mr Smedley sent an email to David Lowe, who is the man in finance in the Faculty of Education, so not somebody who is involved in teaching and all the rest of it but somebody who is involved in just the finance - setting things up, invoices and so on. He sends an email to David Lowe: “I need one of the school contacts linked to the Leicester project”, presumably a reference to Fosse School, “to undertake some work for us on a consultant basis.” It sounded like it was work to be done rather than work done months ago but that is what was said and he enquired how he should be paid, whether he should be paid as a visiting lecturer or as a consultant and so on. He said this: “I’m conscious I’ll be using him for lots of project work throughout the year”, so there was an expectation then that he would be using him a lot. David Lowe explained to him the different ways in which he might be paid and he sent off some forms to the address that was provided so that Mr Joynson could fill them in and it was determined at that stage – and remember at this stage this is way before his employment with Edge Hill University – that he should be submitting invoices as a consultant. There was discussion as to the rate of pay and Mr Lowe indicated he should be paid at £37.47 per hour. Mr Smedley overruled that; he said he should be paid at the top of Grade 7, £38.60 an hour, and so there were emails that you will see in the bundle in due course about that. You do not need to look at them all now but there are some emails in here about that.

 So at that stage – this is before he is ever employed by Edge Hill University – it was determined that he should be paid as a consultant for the work he was doing or had done or was going to do. And so the first invoice was then authorised by Mr Smedley and paid. Counts 1 and 2 on our indictment, which relate to that one invoice, relate to that work allegedly carried out at Fosse. The prosecution say a fraudulent invoice, he was not entitled to the payment for that work and that Mr Smedley abused his position in authorising it, knowing the true position.

 By the time Mr Joynson was appointed as a full-time employee at Edge Hill University – he was actually appointed on 8th February 2010, if you would just look at the Sequence of Events Chart briefly you will see on page 5 (the page numbers are at the bottom of this) a red line which signifies his appointment on 8th February 2010. That is his first appointment to do the job at Edge Hill. By that time he had already invoiced through C.J. Consultants some £40,000-odd of work. There were actually two other invoices after he had started his job that related to work he had done before he started his employment so it left a total of about £55,000 which relates to invoices 2 to 20. That is the period before he was employed by Edge Hill University. So here we have counts 1 and 2 on the indictment which relate to the one invoice, Fosse.

 We then have count 3 which relates to Mr Smedley authorising invoices and that period is a period between leaving Fosse and starting effectively at Edge Hill University, so that is the next period on the indictment and it concerns Mr Smedley’s authorisation of invoices. They were mainly for what were called “Master classes” and SENCO PDO work. That probably means nothing to you, it means nothing to most people I suspect, but what that involved was developing partnerships – partnership development – with other organisations in relation to the training of Special Educational Needs Co-ordinators (SENCO). We do not, I think, in this trial need to get bogged down in the detail of exactly what is involved in that, I hope, but there are a number of invoices during that period covered by count 3 for that type of work.

 If we have a look – just turn to page 1 here and we will just have a look at some of the entries so you can have an impression of what we are talking about. You will see just below the red line at the bottom, 4th September 2009. It is actually a Friday but it is a claim for Saturday master class provision on behalf of Edge Hill University with schools and local authorities, £425 per day, so it is a date on which he has claimed for that work. It seems to be a Friday despite it referring to a Saturday but be that as it may he is claiming for Saturday master classes and it may be that in due course he will explain to you what that is but that is one of the things that he was invoicing for.

 If you turn over the page and look in the middle of page 2, again light blue is work he has actually claimed to have done, so in the middle of this page you will see 19th October to 29th October – this is another type of work, the SENCO PDO work, Partnership Development work, and there is an hourly rate. You will see the hourly rate and the number of hours and so on and so this is the type of work he was claiming for at that time. As far as this document is concerned, again it is going to take some time to absorb the colour codes and so on but the light blue – they are the dates upon which he claims to have carried out work; the dark blue, the dates of the invoices. So, for example, 29th October 2009 you can see an invoice is submitted and it tells you just alongside it, in fact gives you the invoice number – in that case it is CJEHU/4a – and it is for that work on that invoice that he has put in that claim on that date. So dark blue is the invoice date; light blue is the date the work is supposed to have been carried out. In general terms you will see the light blue work and then perhaps weeks, sometimes months later, you will see a dark blue invoice and we should be able to tally those when we need to during the course of the trial.

 This is work that was being carried out between employment, if I can put it that way, and the prosecution say it was Mr Smedley who determined Mr Joynson’s hourly rate. There was no tendering or procurement process or anything like that. The prosecution do not dispute that Mr Joynson will have done some work at that time. There is not a count in relation to Mr Joynson in relation to those invoices; in fact it is in relation to Mr Smedley. It is difficult if not impossible to gauge the amount of work that he did because this is work that was being authorised by and large by Mr Smedley himself, but it is clear there was no procurement process or anything like that and no senior manager at Edge Hill was ever aware of this conflict of interest, the relationship between them. The prosecution say that Mr Smedley abused his position in authorising these payments in those circumstances – so no procurement process and without revealing the relationship he was in with Mr Joynson. It is fair to say that Edge Hill used consultants, there is no doubt about that. There ought to have been a tendering process, letter of engagement and so on, to provide services stipulating what it was to be delivered and agreeing fees. There were no such records for Mr Joynson, or for C.J. Consultants I should say and Forward Education.

 Mr Smedley would have been aware of the procedures that should have been adopted and the need for approval. He attended quarterly finance meetings as you would expect, he being the Dean of the Faculty. He met with the Finance Director on a regular basis and the Deputy Vice-Chancellor and never once did he mention C.J. Consultants or Forward Education. Of course you might say, “You’re not always going to carry out a procurement process because work needs to be done and do we really have to do that every time?” Of course here, members of the jury, the need for a procurement process to ensure correct procedures was adopted was obvious because of the relationship between the defendants and the conflict of interest.

 I am going to move on to the appointment of Christopher Joynson, his first appointment at Edge Hill University as an employee. The prosecution say that Mr Smedley was instrumental in this, in the recruitment. He created a post for him with the title of Partnership Development Officer and he completed a form authorising that appointment in September of 2009 and we can see that in the jury bundle. Let us have a look behind divider 11. Behind divider 11 – it is not all entirely legible, you can probably just about make it out, there is some handwriting on it but it is, as you will see, authorisation of appointment of staff for three months or more. There is reference to SENCO bid TDA – TDA is a reference to Training and Development Agency for Schools. Do not worry too much about all these acronyms, there is a glossary of acronyms we can look at from time to time; you do not need to memorise all of these. There is a reference to the grade and so on and the job title at paragraph 4, “Partnership Development Officer”, and a number of details of the post. If you look over the page to page 2 you will see there is a request at paragraph 10 in relation to disclosure - “Criminal Records/enhanced disclosure. Will the post holder require a disclosure with the Criminal Records Bureau due to working with children or vulnerable adults?” You will see here initially it seems to have been circled “yes” and then it is crossed and then it is circled “no” and it says “see attached email.” In fact it asks whether it is “children, vulnerable adults or both” and there is a tick for both presumably initially.

 This document, if you look over the page, is a document signed by the Dean. You will see “Authorisation: Dean, 23rd September 2009.” This is the form that has to be filled in to authorise a new post in the Faculty or at the University and it has been completed and signed by certainly Mr Smedley. This was just after Mr Joynson had finished at Fosse Primary School because he finished in the summer and this is September of 2009. As far as that is concerned you will see, if you turn over the page again to page 4, that there is an email. It is from Phil Jones to someone called Catherine Law and it is in relation to this post, PDO post: “Hi Catherine, Robert has asked the requirement of the CRB checking be removed from SENCO Partnership Development Officer post as they will only be visiting local authorities. Could this be done before it is put up on the website?”

 The prosecution say that Mr Smedley had determined that there should not be any CRB check in relation to this job and that forms the basis for count 5 on the indictment – you do not need to go back and look at that but it concerns the job application and the dispensing of the requirement for a CRB check for that job for which the prosecution say he had lined up Mr Joynson. About two weeks later the application form of Mr Joynson was submitted and it was received by Edge Hill University and Mr Smedley was one of his references, provided a reference for him, and he was asked on that application “Are you aware of any police or other formal enquiries undertaken following allegations made against you which may have a bearing on your suitability for this post?” He indicated “No.” If we have a look behind divider 11 at page 23 – we are not going to look at the whole application form and so on but just look at this page – you will see the question, it is about two-thirds of the way down the page: “Do you have any criminal convictions..” and so on “..not regarded as spent under the Rehabilitation of Offenders Act 1974?” Do you see that? And then a little further down the page: “Are you aware of any police or other formal enquiries undertaken following allegations made against you which may have a bearing on your suitability for this post?” It is marked “no” and that is signed by Mr Joynson on 17th November 2009.

 In fact, it was clear that the work that he was going to do at the University over the years he was there did involve working with schools. The reason why Mr Smedley would be anxious to change the requirement for a CRB check was because he knew that Mr Joynson had police cautions recorded against him and they would be revealed by that CRB check. In fact he had two police cautions recorded against him. The first one was from 2001; the second was from 2007 and that second police caution was for failing to reveal to a Primary School the first police caution that he had received. So he had, on that second occasion – it was Lillington Primary School – failed to tell them about his caution. That is the very thing the prosecution are saying here in this case in relation to Edge Hill, he had failed to tell them about both of these cautions. He had failed to tell them and so he accepted a caution for obtaining a pecuniary advantage by deception for that but he did not reveal that on this form and that is apparent, as you will see, from the document we have just looked at.

 In fact he also went on in that form – it is actually in the CV on the form; if we move back to page 10 in the same divider. It is part of an employment history, I should say, and towards the bottom you will see a reference to Lillington Primary School, Year 6 class teacher. You will see “Reason for leaving”, it says August 2007: “end of contract, fixed term.” That in itself was false; he had not finished that fixed term contract. What had actually happened is he did not complete the academic year, he had been suspended and then resigned before the end of the academic year and they had discovered, of course, that he had that previous police caution that he had not revealed to them. So that all ties in with the failure to reveal cautions in this case and this relates to – if we just turn back briefly to divider 1, to the indictment just to remind you what we are concerned with – it is page 2 behind divider 1. You will see count 4 on the indictment. You will see (2) and (3) of the representations, that he was not aware of any police or other formal inquiries and so on, and (3) the reason for leaving Lillington Primary School was that he had come to the end of a fixed term contract. There is a relationship between the two of them, of course, but those are misrepresentations the prosecution say in relation to the application form. You will see that in fact the first of those representations on the indictment is that he had been employed “to lead the development of Year 6 booster classes at Fosse Primary School” and again that is something referred to in his application which the prosecution say is wrong. So those are the three representations which are alleged in relation to the job application, count 4, as far as he is concerned.

 The job was created by Mr Smedley. He dictated there should be no CRB check. In fact, Mr Joynson was the only applicant for the job. He was interviewed by a man named Peter Townley from whom you will hear and Fiona Hallett, and you will also hear from her. Both of them worked under Robert Smedley and it was Mr Smedley who provided one of the references in support of the application and Mr Joynson was appointed full-time on 8th February 2010 as we have seen on that Sequence of Events. Full-time basis; his salary at that time about £35,000. It is fair to say that Mr Smedley did not interview Mr Joynson himself. He said that that was because he was an old family friend, a friend of the family, but he did not tell anyone about the relationship they were in. None of the senior managers at the University knew about this relationship, this conflict of interest.

 If you have a look, members of the jury, at your Sequence of Events Chart for a moment and if we look at page 5, this is the page where there is the red line which indicates the appointment – his first employment, salaried employment at Edge Hill University. In fact what we now know is that there was a relationship between them, the prosecution say. There was in fact a payment of money you will see on 4th February 2010 – payments are in yellow – four days before he takes up his appointment, a payment of £2,457 from Mr Joynson to Mr Smedley. They were in a relationship and that involved financial transactions between them, the prosecution will say, and we will see more of that during the course of the evidence. That is just before he starts his employment. What was also discovered was that just a few days after his appointment there were Valentines cards sent between them. It is clear they were in a relationship at that time and of course nobody who needed to know knew. The prosecution say Mr Smedley abused his position by failing to reveal that conflict of interest and dispensing with the requirement for the Criminal Records Bureau check. So that is counts 4 and 5 on the indictment which concern the job application rather than the invoices.

 I wonder, your Honour, whether that is a convenient moment to have a break?

JUDGE CUMMINGS: By all means.

MR DYER: It is a bit early but I have been talking for a long time.

JUDGE CUMMINGS: No, no, by all means and I had said earlier in principle we would take a break every session. This has been the exception, ladies and gentlemen. Can we resume please, ladies and gentlemen, at five past 2, so an hour and a quarter? Thank you very much. (The jury left court). Any other matters arising at this stage?

MR DYER: No.

JUDGE CUMMINGS: Thank you very much. Can I just say for the benefit of the dock officer – I said yesterday in fact when there was no officer present I have given a general direction for bail in favour of both defendants at all breaks. Five past 2, please.

LUNCHEON ADJOURNMENT

(Matters of housekeeping and time-table discussed in the absence of the jury)

 JUDGE CUMMINGS: Thank you, we will have the jury in. Once the opening has finished I will discharge numbers 13 and 14 unless they are required and adjourn, so far as the jury are concerned, until Thursday. (The jury returned to court). Thank you, ladies and gentlemen; welcome back. Just before we resume, can I mention one thing. You have probably noticed you have got highlighter pens. I should have said feel free to use those pens, including in relation to any of the typed materials that you have received, so the file that you have or indeed the Sequence of Events Chart. If it helps you to highlight anything, feel free. Thank you, Mr Dyer.

MR DYER: Thank you, your Honour. Members of the jury, I have reached the time at which Mr Joynson had been appointed as Partnership Development Officer in February of 2010 which takes us up to count 5 on the indictment so I am going to move on to deal with the other counts on the indictment – 6, 7, 8 and 9 – because invoices continued to be submitted in relation to work and it is that that these counts concern.

 As far as staff at Edge Hill are concerned, staff might exceptionally have been paid for extra work for additional hours undertaken. Generally the use of flexi-time would be preferred for junior staff certainly and generally those doing additional work would be paid at a similar rate to the rate they would be paid in their salaried employment and generally they would be paid through PAYE as you might expect – not always but generally. Mr Joynson’s line managers - I have referred to them briefly, we can look at the hierarchy chart again later – were Fiona Hallett initially for a short time, Anita Walton and Nicola Whiteside over that period of four-and-a-half years or so. None of those line managers ever authorised Mr Joynson to do additional work whilst he was employed by Edge Hill University; in fact none of them had ever even heard of C.J. Consultants or Forward Education. One of the most significant features of this case, it will be a matter for you, the prosecution say is that no-one other than those in the accounts office, administrative staff involved in processing invoices was actually aware of C.J. Consultants or Forward Education or the fact that Mr Joynson was submitting invoices whilst he was employed by the University and you will have to consider all the evidence in relation to that and decide what you make of it.

 The first invoice submitted by Mr Joynson post-appointment – you will remember he was appointed in February 2010 – the first invoice is actually in June of 2010. We can have a look at that behind divider 6 just briefly – it is page 20 in the top right corner. If you look at the invoice date you will see it says 24th June, so it is four months after he has been appointed. The invoice is four months after he has been appointed but the actual work that it is claiming for pre-dates his appointment – you will see it is some eight or nine months; it is a range of dates but it is from September to January, so it is a period before he actually took up his employment. That actually relates to the earlier counts on the indictment even though it is an invoice submitted at the time that he was employed.

 At around that time what happened was there was email communication because this is the first invoice submitted after he has taken up his appointment but it relates to work from before the time of his employment, as you will appreciate from the dates on that invoice. There was an email sent from Robert Smedley in June of 2010, around the time of this invoice, sent to David Lowe who is the man in the Faculty of Education finance office who deals with administration and invoices and so on, asking how Mr Joynson could submit an invoice for work that he had done previously to his employment even though he was now employed by Edge Hill. That resulted in further communications and a reply from the University Finance Department. Helen Adams indicated she had spoken to HMRC and that as it related to work before his employment with Edge Hill, salaried employment, he could submit invoices and the invoice could be paid as before. So this period of overlap at that time; it is still the work that was allegedly done before he was actually employed by Edge Hill. The Finance Department said they would ensure that the invoice – we see it here – would be processed. There was no suggestion at that time that what was going to happen was that these invoices were going to continue for work done whilst he was an employee.

 There were further emails in relation to the work. There are further emails that we can look at - if we have a look at divider 18 and turn to page 23. This actually helps us to understand the position, members of the jury – I can see there is some problem with one of the lever arch files; I think we are going to have to rectify that at some stage.

JUDGE CUMMINGS: I will tell you what, why don’t we rectify it now?

MR DYER: Yes.

JUDGE CUMMINGS: Shall we just take a short break? Is it broken?

MR DYER: Yes.

JUDGE CUMMINGS: Let us just take a short break, just stretch your legs and that will give the court staff time to swap the file – thank you very much.

SHORT ADJOURNMENT

JUDGE CUMMINGS: Thank you very much. Mr Dyer..?

MR DYER: Thank you. Members of the jury, if anybody else has a problem with the lever arch files or anything of that nature, please let us know and we will find another one. I had asked that we look behind divider 18 at page 23. There are some emails there and they relate to an invoice and you will remember, before we look at that email, I was saying that it was not anticipated at that time that the invoices would continue for work after he had taken up his post and this illustrates that, the prosecution say. If you look at the email at the bottom of page 23 – it is a chain of emails and of course, as is the way of things, they are not in correct order but in the reverse order. You will see it says “Hi Robert, I have attached the invoices for the past week. I’ll send you receipts..” and so on. If you turn back a page you will see a copy of the invoice – the emails go with this invoice. It is actually an invoice from just before he took up his post and you will see what was being said at that time by Mr Smedley because you will then see an email “Hi Dave”, just above this, “this is okay to process” so this invoice can be processed. These words then appear: “I am hoping he will take up his new post from today so these will stop”, in other words the invoices will stop because he is starting his full-time position – this is on page 23 in the middle of the bunch of emails. You will see the “Hi Dave” – this is to David Lowe and it is from Robert Smedley. It is in relation to payment of invoices suggesting it is not going to continue after his appointment, he in fact anticipates him starting from today. We know he did not actually formally take up his post until 8th February so it was a little after, a couple of weeks, but that was the position; it was not anticipated, expected, that those invoices were going to continue.

 They did of course continue and that is why we have the further counts on the indictment and he took up his post on 8th February 2010, so despite being in full-time employment at the University he was still submitting invoices. The invoices submitted by Mr Joynson were not submitted in the usual way the prosecution say. Invoices would generally be sent to the Faculty to be dealt with by administrative staff, in particular the Finance Department or the Finance Manager. The invoices would have to be authorised by somebody like Mr Smedley who had authority to authorise payments. In this case, Christopher Joynson submitted C.J. Consultants’ invoices by email and we will see examples in here of invoices which have been emailed and there are the emails that attach the invoices and then emails about paying the invoices, emails to the Finance Department. So that is the pattern of it and you will see that in these documents. So sent to Mr Smedley by email or attached to email so that he then authorised those invoices – this is the C.J. Consultants’ invoices – and we can see that by way of example in fact here in the pages we are looking at.

 Forward Education invoices, another organisation used by Mr Joynson, were submitted in a different way. They were sent by post directly to Robert Smedley, who then would pass them to David Lowe in Finance for him to ensure that the payment was made. So they are all authorised during this time by Robert Smedley but there is a difference between the manner in which the invoices from C.J. Joynson and Forward Education were actually processed. So all of it at this time was authorised by Mr Smedley and there was a clear conflict of interest again the prosecution say. He was a governor of the University, he was required to sign a register declaring any conflicts of interest and he signed it each year but he did not mention any connection he had with Christopher Joynson or C.J. Consultants or Forward Education and you will see in this bundle behind divider 16 there are actually the declarations that he signed on those dates in 2011, 2013 – we have those documents here – and there are certain interests which he has which are declared but not anything to do with C.J. Consultants or Forward Education. Not disclosed to the University and it is a conflict of interest, the prosecution say. He was also technically a senior officer of the University and he had a duty to notify the Clerk to the Governors of conflicts of interest and he did not do that.

 Mr Smedley sought to justify the payment of invoices with the Finance Department by claiming that Mr Joynson had unique skills. The prosecution say that simply was not the case. Some of the invoices related to work that Mr Joynson had little if any involvement in and it is apparent that he could not possibly have undertaken all of the work that he claimed for in addition to his full-time position at the University. In fact he later claimed, and in particular he claimed in a resignation letter that he wrote and also a claim to the Employment Tribunal, that he had been repeatedly asking to work part-time as a result of his poor health. He referred to his diabetes. We can see that part of his resignation letter because we have it in this jury bundle behind divider 22. You do not need to look at the whole letter but if you look at the second page behind divider 22 you should see:

 “In November 2013 I was diagnosed with severe Type 2 diabetes which has proved to be very difficult to regulate. My line manager has been supportive and accommodating when I have been taken into hospital or needed to take some leave. Over the past year my health has deteriorated due to my condition and has resulted in me requesting on a number of occasions a step down from my full-time post to two or three days per week.”

 Suggesting that in fact rather than doing what the prosecution say amounts to at least two jobs, he wanted to work two or three days a week certainly by that time. In any event, the prosecution say that any work that he did do that is claimed for in these invoices would have formed part of his employment at the University in any event.

 Mr Joynson claimed for work that he claimed was carried out on various University initiatives, on occasions claiming for working on Saturdays, but when other staff were asked to work on Saturdays they would occasionally be allowed to take a day in lieu. The defendant in fact was making claims to be paid at a rate of around three times his salary instead and these claims were being approved by Mr Smedley. On occasions he would book leave from his employment and then invoice the University at a similar rate for work he claimed to have carried out but none of this was authorised by his line managers or approved by them; in fact they were not even aware that he was submitting invoices in this way.

 I have referred to Forward Education and you know on the indictment there are separate counts relating to Forward Education invoices so the last four counts on the indictment, two of them relate to C.J. Consultants and the last two counts, 8 and 9, relate to Forward Education. Mr Smedley asked David Lowe to set up Forward Education as a supplier, to put it on their database so that it could be a supplier and paid for work. That was in March of 2011 and he claimed that they had done regular work and he needed to pay them, and so Mr Joynson began to submit invoices from Forward Education from April of 2011. If we have a look at the Sequence of Events Chart, members of the jury, and if we turn to page 8 – I have already explained that the light blue and the dark blue relate to C.J. Consultants’ invoices and work claimed but then we have this salmon pink colour which starts at this time on 14th April 2011. That colour for this document represents Forward Education invoices and you will see that there are actual invoices rather than dates that work is done – they are all invoice dates rather dates work done. The reason for that is the invoices do not specify dates to enable us to say when he is claiming the work was done. No dates. And so you have the dates of the invoices and the detail of what is claimed and these details should marry up with the invoices that we have behind divider 6 which we will look at.

 It starts from April of 2011. Checks with Companies House reveal that Forward Education Limited, because it did become a limited company, registered in January of 2014, Mr Joynson was the sole director at that time. If we look at the invoices themselves – let us have a look behind divider 18, page 35 – this is actually a copy of an invoice. In relation to some of these invoices in the jury bundle there is more than one copy - this is in this part of the bundle because it goes with emails to which it relates and we will see that, but this is an example of a Forward Education invoice. It is actually dated 27th January 2012 and you can see it is for the attention of Mr Robert Smedley, Dean of Education, the University address and you will see the sums of money claimed. You will see at the bottom (it has not printed very well) there is an email address - forwardeducation@yahoo.com - and there is an address which is not the same address as the Northumberland address on C.J. Consultants’ invoices. The registered address of the company is actually the home address, or was the home address of Mr Joynson’s grandparents in York. There is no way, from looking at the invoice, of knowing that that actually had come from Mr Joynson. It is not like C.J. Consultants’ invoices which have his name on – and the “CJ” obviously stands for Christopher Joynson – this is something else; it is Forward Education, different address and so on.

 In fact no-one at the University, save for Robert Smedley himself and Christopher Joynson, was aware that Christopher Joynson was Forward Education. Save for those who processed the invoices, no-one seems to have heard of Forward Education at all. It was set up, the prosecution say, in order to disguise the fact that large sums of money were being paid to Mr Joynson – you will see the size of the figures being claimed here on this invoice. Bogus emails were being sent in order to give this organisation an air of legitimacy. One of the people who is mentioned as working for Forward Education is a man called Ken Clough, who was Mr Joynson’s then 85-year-old grandfather, and emails were purportedly sent from him in the capacity it was said of Managing Director of Forward Education. We know from Companies House documents that Mr Joynson was the only director of that company when it was incorporated.

 If we turn over the page, members of the jury, to page 36 what you will see here is an email – if you look at the second email from the bottom. It is an email to “Robert”, that is Robert Smedley, and it is from Ken Clough and you will see “Ken Clough, Managing Director” and it is the Forward Education email address. So this email is suggesting that Ken Clough, the 85-year-old grandfather of Mr Joynson, is the Managing Director and it is an email about work for the Faculty of Education. I am not going to read all of that email but it is obvious that it is about work being carried out by Forward Education and it purports to be from Ken Clough, Managing Director. Well, he never was the Managing Director, members of the jury, we know that. There is a purported reply from Robert Smedley which reads: “Dear Ken.” These emails the prosecution say are to legitimise what is going on because Ken Clough was not working for Forward Education.

 There are also references in various emails to other individuals who supposedly worked for Forward Education. There are references to Ben and John and Graham and Gina – no surnames; first names. Emails sent apparently to Robert Smedley, his email address, from the Forward Education email address and copies then attached to invoices in an attempt to legitimise what is going on; in other words, “We do have staff, it’s a team”, that is what is going on.

 In January of 2013 it was being suggested by Mr Smedley to David Lowe – and you will remember he is somebody in Finance who processes invoices – that members of the Forward Education team had been seconded from other organisations to Edge Hill as teacher consultants. If we just turn over a few pages to 51 in this divider – you will see at 51 there is only one email there and it is an email from Robert Smedley to David Lowe. He is asking how to pay or what they had agreed about people they seconded from schools or organisations without advert. He is asking about methods of payment and so on and saying “It will save us money so we want to make it happen.” We have to work backwards so we turn back to page 50 – I apologise for that but it is the way they are printed, I am afraid. “We said we would call these teacher consultants – need me to do anything in relation to this?” That is David Lowe to Robert Smedley. And then you will see there is a query because there are these names that have been mentioned; a number of them are referred to in the email from David Lowe to Robert Smedley – it is in the middle of the page. “You want to draft the secondment letter requesting salary details to Ken. Do you know his surname? At Forward Education to Gina (surname?) or Graham (surname?) as a teacher consultant but I need to know when we’re seconding them from and to and is it 1FTE?” I cannot tell you what that means but it is an enquiry about detail and it is an enquiry about names.

 This is, the prosecution say, all bogus because these individuals do not exist and that is why there are not any full names given. But ultimately they did not give the details – Mr Smedley did not give the details of these individuals so that they could be set up properly, payment made properly or even they could be paid wages by Forward Education; it just did not happen and the prosecution say it is just bogus; that names are mentioned in order to legitimise what is going on. And this is through the Forward Education Yahoo email address.

 Over the next 18 months or so, Mr Joynson invoiced over £100,000 for secondment cover and we can see it on the Sequence of Events Chart – if we look at page 18 of our Sequence of Events Chart. Remember Forward Education are all pink coloured entries. You can see from here on 18th January 2013 there are claims for “seconded time for staffing as agreed for term 1” – no dates provided. There is a further one in February on that page. Over the page you will see each of those on page 19 include claims for secondment time and these are significant claims. You will see it is thousands of pounds for secondment and it goes on through the next few pages of the Sequence of Events Chart. We are not going to look at all those now but it goes on for a number of months, about 18 months. To this day none of those staff has ever been identified by either Mr Joynson or Mr Smedley and the prosecution say they do not exist but it will be a matter for you to consider in due course when you have heard all of the evidence.

 There is an exchange of emails in March of 2014 between Mr Smedley and David Lowe when Mr Smedley was saying he had had a call from Ken at Forward Education – this is Mr Joynson’s grandfather Ken Clough – and he said that Ken had been in hospital and wanted to know if it was too late to claim for work that they had done in 2012/13, so work they had done historically I suppose. There is no evidence that anybody other than Mr Joynson ever worked for Forward Education. Prior to the fraud being discovered – so that is June/July 2014 – neither Chris Joynson, C.J. Consultants or Forward Education ever submitted any accounts to HMRC. There is no evidence of any payments being made to staff. But the response from David Lowe to Mr Smedley shows that he had actually set aside – he had asked for a budget to be set aside of £48,000 for Forward Education, obviously anticipating making large payments to Forward Education. We can see if we turn over the pages – I think it is page 57 – if you look towards the bottom of the page (this is divider 18): “FYI” – “for your information” – “you asked me to set aside 48k” - £48,000 – “to Forward Education in July 2013. It’s waiting to be used for these invoices when they arrive.”

 You may say, “So what?” What it shows is that Mr Smedley knew exactly the sums of money that were going to Forward Education; that is the significance of it. It is not that he had not appreciated the cumulative effect of all these payments.

 David Lowe alerted Mr Smedley to the fact they had paid around about half of that sum already, so £24,000, and so it is clear that Mr Smedley knew about all of these payments and the size of the payments. There is no reference in the emails – Ken and Gina and the like – to Christopher Joynson, which you may think is a little strange if he is the one behind Forward Education but that is something you may want to consider. David Lowe was not aware that the payments were being made directly in fact to Christopher Joynson. The reference to Mr Clough and others was simply a ploy to avoid association with Mr Joynson.

 Mr Joynson also used Forward Education to claim huge fees for registration of students at the University. Despite the fact that the prosecution say recruitment formed part of his salaried position, he would claim £90 per student he claimed to have enrolled. It is fair to say it was not unusual for payments to be made to outside consultants who were recruiting and had managed to recruit students in that way and it is not suggested, of course, that Mr Joynson did not do recruiting but anything he was doing in that regard was part of his job in any event. It amounted to many thousands of pounds, the prosecution say, that he should never have been paid. If we have a look at an example of that – divider 6. At page 61 we can see how lucrative this was in an invoice dated 1st June 2013. Some of it is for secondment cover, also a significant sum, but for registration recruitment, £8,550 – so significant sums that he claimed for that.

 During his time at the University, Mr Joynson was promoted - that will have been clear to you already from the information you have about his pay and his job titles. Despite what the prosecution say is his lack of experience and poor qualifications, it was with the help of Robert Smedley that he managed to secure promotion. In around September 2012 he was promoted to Assistant Head of Professional Development. Claire Timmen, who is a senior manager in the HR Department, asked that the job be advertised externally but she was overruled by Mr Smedley saying it would take too long and they had good internal candidates. She raised concerns, Claire Timmen, with Mr Smedley that Mr Joynson was not appropriately qualified for the job but despite this, of course, he was appointed and in fact over three-and-a-half years Mr Smedley was instrumental in securing various promotions and pay rises for Mr Joynson. By the end of his time at the University, in June of 2014, he was earning more than £50,000 a year as you know.

 Following the investigation, Mr Smedley and Mr Joynson resigned. Mr Smedley wrote his letter of resignation to the Vice-Chancellor on 13th July 2014 along with a statement that he had drafted concerning the consultancy work. He accepted that he had approved the work, that is the work that C.J. Consultants had carried out, and he claimed he had discussed it with Bill Bruce, who was a previous Pro-Vice-Chancellor, so a senior man at the University, but he had never sought approval as it had not occurred to him he needed to. He accepted this was clearly a wrong decision and highly inappropriate and he said he had known Mr Joynson’s father for over 20 years and he had approached Mr Joynson to run some master classes for schools and local authorities. He repeated the fact that he had sought advice from the Finance Department as to how Mr Joynson should be paid once he was on the pay roll and he said that they had confirmed he could be paid on a self-employed basis.

 He suggested that Mr Joynson was taking Saturday master class sessions across the country with new schools and he claimed that two ex-colleagues took on some of the work for C.J. Consultants, not Forward Education, but he has never identified to this day who those ex-colleagues are. He admitted he had made multiple errors in asking Mr Joynson to undertake this work. He had automatically assumed he could continue to be paid as a consultant and he accepted that cumulatively there were significant sums paid and he had not checked how it was adding up. He relied too heavily on trust, presumably the trust he had in Mr Joynson, and he accepted he had never asked permission to use a full-time member of staff to do out-of-hours work. Very significantly he said this, that “The work stopped in Easter of 2013 and since then I haven’t requested or approved any other work from C.J. Consultants..” or “C.J. Associates” is what he said.

 That may have been technically true but it was completely misleading because he had authorised over £100,000 in consultancy fees to Mr Joynson through Forward Education in the year 2013/14 – that financial year alone – and another £200,000 in the preceding years, so huge sums of money that he failed to mention. No mention at all in his letter and statement about Forward Education on his resignation and you will have to consider why that is. It is likely, the prosecution say, to be because he was unaware that senior management had discovered the connection with Forward Education; that they had realised that Mr Joynson was behind that as well and therefore was not for revealing it himself.

 Mr Joynson himself wrote a letter of resignation and he complained he had had lack of notice of his disciplinary hearing, he had been on leave and he spoke of a diagnosis of Type 2 diabetes as you know, a deterioration in his health and wanting to reduce his hours to two or three days a week. He complained that Mr Townley, his line manager, had been bullying him. As far as his application for employment was concerned he said he had been advised by HR that only convictions and not cautions need be disclosed. Once he was employed he said that the payment of these consultancy invoices was discussed with David Lowe in Finance and was resolved and that senior managers at the University were aware of his work and were supportive and appreciative.

 The police became involved and they attended Mr Smedley’s address – this is 24th September 2014. They attended 119a Frankby Road, Wirral, the home address of Mr Smedley and they were allowed in by Mr Smedley’s father. It became apparent that this was also an address used by Mr Joynson. A blank tax return in Mr Joynson’s name was recovered and there were also a number of cards sent between them, including Valentines cards which you will see during the course of the trial. There were more cards recovered from Mr Smedley’s parents’ address which had been sent between the two of them. It was clear that they were in a relationship and had been for some time. There was also building work that had been carried out, a new kitchen installed at that address – 119a Frankby Road. This had all occurred between 2011 and 2013, so right in the middle of the time we are concerned with on this indictment, and the cost of this work was significant, in excess of £70,000 for building work. There was also an analysis following on from that of bank accounts and that revealed that Mr Joynson had paid out of his accounts sums totalling £106,000 in relation to all the work that was carried out on Mr Smedley’s address – that is 119a Frankby Road. Also transferred in addition were sums totalling £98,000 into the account of Mr Smedley during this period of employment at Edge Hill University. That means, members of the jury, that during this fraud Mr Smedley, the prosecution say, has benefited effectively to the tune of just over £200,000 himself.

 If you have a look behind divider 5, members of the jury, you will see a document which is a money transfer summary. It actually has a number of entries on it, payments and the like – you will see that there is reference to Mr Smedley’s mortgage payments on the address so you know how much was being paid on the mortgage as monthly payments, and there is in addition information on transfers from Mr Joynson’s account to Mr Smedley’s. You will see it is year-by-year so we have got 2010, 2011. Over the page if you go to page 3 we end up with the totals but there are totals for each year as well. We can see there is a total for mortgage payments, there is a total movement of money from Mr Joynson’s account to Mr Smedley, the £98,000. Payments made by Mr Smedley which are referable to work on 119a Frankby Road, his own address, of £2,000. Payments by Mr Joynson which are labelled 119a Frankby Road - so payments towards that work, the building, the kitchen - £106,000. So payments from Mr Joynson, just over £200,000, which are going to the benefit of Mr Smedley. That was the true position, members of the jury, but of course nobody at the University was aware of that.

 On 25th September 2014, both defendants attended Skelmersdale Police Station and they were arrested and each of them made no comment when questioned in police interview to all questions that were asked of them. They did submit prepared statements, written statements that were handed to the police. Mr Smedley, in his prepared statement, said that he and Mr Joynson were friends and business colleagues but he said he was not his line manager. He knew that Mr Joynson had continued his consultancy work once he was employed at the University; he said it was common knowledge within the partnership area. He accepted that he could authorise C.J. Consultants’ invoices but he said that others could do that as well and he said at all times his relationship with Mr Joynson was proper and in no way did it involve any dishonesty. He said an analysis of his bank account would reveal the transfer of money from Mr Joynson to himself and he said that these reflected rent paid to him whilst Mr Joynson lodged at his address. That is why you have the mortgage payments, members of the jury, just to give you an indication as to the payments that Mr Smedley was having to make on the property. So he was suggesting that Mr Joynson was a lodger and paid rent. He said he had also paid for some building work but he did not say why and the fees, he said, paid to Mr Joynson were for partnership activities and the registration of teachers and other school staff which he said produced major streams of income for the University.

 When he was interviewed of course he made no comment but he was asked a number of questions – if he was in a relationship with Mr Joynson; he made no comment. Asked why his lodger would be paying for his building work; asked who Forward Education were and why he had authorised payments to them during the same period as C.J. Consultants – no comment – and he declined to comment when he was asked whether Mr Joynson operated Forward Education.

 He was interviewed again a number of months later in February of 2015 and again made no comment but again submitted a prepared statement. He acknowledged this time, so several months later, that C.J. Consultants and Forward Education were trading names used by Mr Joynson and he said others at the Faculty had signed invoices for consultancy work. He said that arrangements with Mr Joynson were above board and he listed other members of staff who would know about his consultancy work. He said the University made extensive use of consultants, corporate and individual, and he said he believed that Mr Joynson’s invoices were legitimate claims for work he had actually carried out. He said he was under pressure – he, Mr Smedley, was under pressure – to register students to receive government funding and he wanted to put the activities of himself and Mr Joynson into a proper context.

 When he was interviewed by the police he was asked why there had been no mention of Forward Education in his resignation letter and he was asked who Ken, John, Gina and Graham – these people who were supposed to have worked for Forward Education – who they were. He was asked why large sums of money were being transferred from Mr Joynson’s bank account and why an additional £106,000 had been paid for building work – a new kitchen – but he answered “no comment” to all of those questions he was asked by the police.

 He was interviewed for a third time in June of 2015 and again made no comment but gave a prepared statement. He said that “Stephen Igoe and John Cater”, that is the Chancellor and the Vice-Chancellor, “were fully aware of the extensive partnership activities of the Faculty and the associated expenditure and supported those activities as they knew how important they were in fulfilling numerous national contracts held by the University.” He made no comment when asked questions by the police, because he was asked about Ken Clough, Mr Joynson’s grandfather who is in the care home and was suffering from dementia at that time. He was asked why he would be emailing him and he made no comment.

 He failed in any of his interviews or prepared statements to give any explanation for the bogus organisation Forward Education, the prosecution say, and refused to admit that he and Mr Joynson were in a relationship.

 Mr Joynson was also interviewed and he attended on 25th September 2014. He again made no comment to all questions when he was questioned by the police but again made prepared statements. He said he had got to know Mr Smedley through a school maths project. He said most of his email invoices were actually emailed to David Lowe but some were hand delivered. He believed that Mr Smedley may have had to have approved these claims. He only became aware of any problem when he returned from leave in August and he said that the University were fully aware of his joint roles. He paid rent to Mr Smedley as a lodger and admitted contributing to some building work but he said invoices were in relation to partnership activities and they were not dishonest. There was no reference in that prepared statement to Forward Education. He was questioned by the police and declined to admit he was in a relationship with Mr Smedley. He made no comment when asked about the building work. Asked about Forward Education, whether he had heard of it, whether he knew anyone who had worked for them and who had used this Forward Education Yahoo email address and he made no comment to all of those pertinent questions.

 He was interviewed again in February and again made no comment. He submitted a prepared statement and on this day, some five months after his arrest, he finally admitted that he had set up Forward Education and he said he had been asked to do consultancy work. He said he had been approached specifically by Peter Townley to work with Fiona Hallett, setting up partnerships with local authorities and schools; that he was paid for it through C.J. Consultants. He said following his appointment in February 2010 he was then asked to undertake additional partnership work as a consultant as the Faculty was struggling to recruit to targets. He went on to list Faculty initiatives in which he undertook this additional work and he said the work grew and he was asked to lead on recruitment activities. He claimed that the Faculty offered a pay-back scheme to numerous consultants and he had had the same rate of £90 per student referral. His ambition, he said, was to move to part-time employment and develop his consultancy work and that was why he had set up Forward Education. He said it was in his addition to his core role at the University and he listed numerous people he said were aware of his consultancy work. He said other staff at the University were paid sums additional to their salary. He said it was accepted practice and he went on to give some further detail of the work referred to in the invoices he had submitted. In relation to Forward Education, he said he had claimed staff time because staff had helped to deliver some of the partnership projects but again, as I have already said, he did not name any of the staff that he allegedly used.

 In February interviews with the police he again made no comment. When he was asked who these other staff were receiving £90 per referral, “no comment”; whether he thought his police cautions were relevant to his job application, “no comment”; asked whether he had falsely claimed to have a leadership role at Primary School, Year 6 booster classes, “no comment.” He made no comment when asked about payments from his bank account for building work at Frankby Road and transfers into Mr Smedley’s account. He was again asked, “Who was employed by Forward Education?” and specifically who Ken, Graham and Gina were. We know Ken was Ken Clough apparently – Graham and Gina, but he declined to say.

 He was interviewed for a third time in June of 2015 and again made no comment but submitted a prepared statement. He was asked about his application to Edge Hill University and he seemed to suggest that he had consulted someone called Claire in HR about his police cautions, so he had spoken to somebody he said about police cautions, and he seemed to imply that he had told her about those cautions and that the details were available on request but there was never any request made for them, the details. He was able to identify two days of the - 15, in fact, it was - that he had claimed when he had worked on the Fosse Primary School project. He finally accepted that Ken of Forward Education was a reference to his grandfather and he claimed he had asked his grandfather to do some administrative work for him from time to time before he suffered dementia. He made no attempt to explain the references to John, Gina or Graham or why indeed he described his grandfather as a Managing Director. In police interview he was asked how long his grandfather had been suffering with dementia when he had gone into the nursing home, and again he was asked who this team were at Forward Education and he made no comment to all those questions.

 There were some further investigations by the police. Mr Joynson’s electronic work diary was recovered to see if that would assist in working out whether there were legitimate invoices that had been submitted. It is difficult because much of the work is undated, as you will appreciate, but in summary such entries as there are – and you will see some entries – do not support the invoices or carrying out of work that is specified on the invoices. A number of names were provided by the defendants of individuals who were said to know of C.J. Consultants and Forward Education – know of their work – and so of course enquiries were made and you will hear from a number of witnesses. One or two of the staff responsible for processing invoices and so on had heard of C.J. Consultants and Forward Education but the vast majority had not, and in particular the staff who were involved in this type of work – the actual work rather than the invoice processing, the work that is alleged to have been carried out – they had not heard of these organisations at all.

 It is right that other staff at the University were paid sums in addition to their salary over and above travel expenses and the like and both defendants pointed that out in their prepared statements, but on investigation the prosecution say no-one was in any position remotely similar to Mr Joynson because generally additional work was limited, generally through PAYE and generally paid on a level similar to their salary. As Mr Smedley pointed out in his resignation statement, there were no other salaried staff in the Faculty of Education earning consultancy fees as Mr Joynson did and there were certainly none who were tripling their salary in this way through income derived from invoices as Mr Joynson did. He was only able to do it, of course, because he was in a relationship with Mr Smedley and the prosecution say the defendants were dishonest from the outset. Mr Joynson submitted invoices for work when he was not entitled to be paid, he lied on his job application form and Mr Smedley abused his position in authorising these fraudulent invoices, removing the requirement for a CRB check and failing to disclose the relationship. Mr Joynson should not have been submitting these invoices for work, described as partnership work and recruitment, because these things were part of his salaried employment.

 Members of the jury, that is more or less everything I am going to say to you in opening the case. I am just going, before I finish, to look at the index to the jury bundle because we have looked at a number of documents, just so you know what is in it. If we turn to the front, we have already looked at a number of these documents but let us just have an overview of what is in here. You will see the indictment; we have looked at that, number 1. Number 2, if you can look behind number 2, it is a glossary of acronyms and it may be that we will add to it and perhaps add some more information to it in due course but there are so many acronyms used in the world of education and we are never going to know what they all are or learn them because it is probably not our field our expertise. They are there to assist you and if you have any queries about any others then you of course let us know.

 Behind divider 3 we have looked at the hierarchy chart and the salary and the jobs of Mr Joynson. Divider 4, there are a series of schedules. We looked at the one which shows all the invoices so the first three pages show all the invoices – if you look behind divider 4 the first three pages are blue and green with a total. The next couple of pages are just C.J. Consultants and then finally we have the green ones which are just Forward Education. So you can see them set out in that way, broken down in that way. Behind that there is another document which is the payments summary. We do not need to look at that in detail now but it is a breakdown of payments, salary and invoices and totals for years and so on. So that is section 4.

 Divider 5 – money transfers; we have looked at that briefly just now. These are mortgage payments and transfers from Mr Joynson to Mr Smedley or payments for work. 6 are the invoices and they are all listed in the index with dates and references. Forward Education invoices do not have a supplier reference as such so we rely on the date and they are noted in the index as “FE” with a date. After the invoices, annual leave summaries. We have not looked at these but if you would just open them briefly – it is an A3 document and it should fold out. Should we need to refer to annual leave and records as to what was going on at a particular time in their employment you can see there is reference to Mr Smedley and Mr Joynson and in fact there is a page for each academic year, as you will see. And so that is divider 7.

 Divider 8. Again, I am not going to deal with this in detail now. This is a comparison document just looking at some references in Mr Joynson’s electronic diary, his work diary, to see what cross-references there are and how they relate to certain of the invoices. We do not need to look at that now; there are only a couple of entries in any event. Divider 9 is a similar comparison document but this just looks at some of the invoices alongside expenses claims. For example, there may be an occasion when there is a claim for expenses for travel from A to B and there is an invoice claiming certain type of work at a certain place and you can cross-refer the dates. We do not need to look at that now but that is what that section contains and again there are not many dates to look at.

 Number 10. We have looked at a few of these documents. These relate to Fosse Primary School. If we just look at the index, in fact, you will see there are a number of documents about the Fosse Primary School project and they are all behind that divider and there is no need for me to go into the detail of those now but they are all there. The next few dividers relate to the different jobs Mr Joynson had. You will appreciate there is an HR file with job adverts, job descriptions, contracts and the like, emails relating to HR issues, so here at number 11 we have documents relating to his first job, Partnership Development Officer, and the documents are listed there for that job and they run in chronological order more or less. Number 12 is his next job and again these are extracts from the HR files. 13 and 14 – it follows the same pattern, it is just the next job title he had – and that takes us up to number 15. We have already looked at 16, it is the declaration of interests that was signed and the dates of them so we have looked at those. 17, previous references that were written by Mr Smedley for Mr Joynson by way of background. We can look at those in due course but you will see the dates on those.

 18. We have looked at these. These are David Lowe exhibits, so exhibits that he produces and you will see the descriptions here. There are invoices with associated emails because he was the one being asked to process invoices by Mr Smedley so you will see in those documents that there are invoices, or copies of invoices, with notes attached in some cases from Mr Smedley saying “Pay this”, in some cases emails associated with them about payment of the invoice, so they are set out there.

 19. Claire Timmen is in Human Resources and there are some documents that she has produced and when she gives evidence we can look at those. Stephen Igoe likewise, Deputy Vice-Chancellor, there are some emails between various people. You will appreciate some chains of emails are copied to various people, not necessarily two individuals, so there are combinations of email addresses in some of these documents, but there are emails there from 2010 and then emails from the time of the investigation. In 2014 you will see the reference to Carl Gibson who was conducting an investigation by that time. There is reference to a Focus Education Memorandum of Co-operation. That is a memorandum of co-operation concerning payment of fees for registration of students for a different organisation; there will be some reference to that.

 Beyond that there are documents relating to Mr Smedley’s resignation at 21 – the resignation letter and the statement. I have referred to them; we have not read them all but they are in there. Mr Joynson’s at 22, resignation letter and the grounds of claim that he submitted to a tribunal office in December of that year. And finally some exhibits – 23 – relating to Frankby Road. This relates to the work that was carried out and there are invoices from the builders in relation to the kitchen and there are some photographs of the property as well behind divider 23 which you can look at in due course, members of the jury.

 That is all I propose to say this afternoon, your Honour.

JUDGE CUMMINGS: Thank you very much indeed. Ladies and gentlemen, as you appreciate what you have heard there is an introduction from the prosecution; the prosecution have in outline been laying out their case. What Mr Dyer has said is not in itself evidence, the evidence will begin later in the trial and of course you will decide the case according to the evidence.

 Ladies and gentlemen, now is the time to deal with (if they will forgive me for the description) the spare jurors. You will appreciate the purpose of having the additional numbers 13 and 14 present. My question now is, and I direct it to you 12 if I can address you in that way, the first 12 to be sworn, is there anything that you have now heard about the case, or indeed is there any other reason that you are now aware of which constitutes an obstacle to any of you 12 continuing as jurors in the trial? Is there any detail that you have heard that makes you realise you have a connection that you did not previously appreciate, anything of that sort? (*No response*). Very good. There it is – numbers 13 and 14, as ever forgive the description, I am extremely grateful to you but I am afraid your services are not in fact required and all I can do at this stage is to thank you and bid you farewell. I can release you back into the general jury pool so you are available to sit on other juries within your jury stint effectively. Could I say this, and I do not mean this in any way discourteously, now that we have reached this point that does sever your connection with this case I am afraid, so please do not speak to any of the other 12 about it; you are simply departing really from this case now but I am very grateful to you.

 Could I say a few words to you others, if I may. I mentioned this morning I think that there may be occasions over and above the dates indicated on the questionnaire when the court would not sit on the trial. Tomorrow is one of those days, at least so far as you are concerned, so what that means is tomorrow is your own to do as you wish and when you leave court shortly you will not be required until Thursday but please, as I say, be back in good time for a 10.30 start on Thursday.

 May I say this generally about any such days – so tomorrow is one of them but also the days that were indicated on the questionnaire in October and in particular the half term week in October. If you are in employment it is entirely a matter for you whether you go into work or not on any such day that might arise during the trial, so if we have a free day or indeed a free week it is up to you whether you go into work or not. You are not obliged to because even if the court is not sitting it falls within your jury service and if you need the court to provide you with a letter to that effect then we can do that. It is entirely up to you whether or not you go into work. Do just bear this in mind, that if you do go into work it is one of those situations where people may ask you about your jury service and ask you questions about the trial so just bear in mind what we discussed earlier about that.

 Could I say this also. This trial will take some weeks and there will be numerous occasions when one way or another you are walking into court, either at the start of the morning or coming back from a lunch break or indeed leaving court for lunch or at the end of the day, and other people involved in the case will be doing much the same thing, so over the course of the next several weeks there will probably be occasions, particularly in the immediate vicinity of the court building, where you see someone you recognise or think you may recognise as being involved in the case, whether that is a lawyer, an accused person, a witness, whoever it might be. That is all perfectly natural, it is unavoidable with the geography of most courts, but obviously I am sure you would do this anyway, if you do see someone you recognise or believe may be involved in the case simply politely avoid them and I would expect them to do the same with you. There is no discourtesy intended; it is simply to underline really the division of functions in this trial. You are the jury and no-one should have any contact with you other than in court in connection with the case.

 Finally may I say this. I mentioned this morning pacing yourselves during this lengthy case and may I make this suggestion to you. A habit you may wish to get into is switching on and switching off, so when you have been in court you have been switched on and listening attentively but as soon as you leave the court, and as soon as you leave the courtroom, may I suggest that so far as the case is concerned you simply switch off, give it no further thought, leave it mentally and physically in the courtroom; as soon as you leave simply regard the time as your own and do other things. So thank you very much, ladies and gentlemen. Unless there are any matters arising I am very grateful. As I say, tomorrow no need to trouble you but Thursday 10.30, please, and renewed thanks to the two additional jurors, thank you. Please go with Mrs Jones.

The jury left court

JUDGE CUMMINGS: Any matters arising?

MR DYER: Not at this stage, your Honour, but I was going to mention tomorrow.

JUDGE CUMMINGS: Yes. I am intending, unless you say otherwise, that the case should be listed and we will attend. I anticipate from what you have said that there may be matters for me to deal with.

MR DYER: Yes, those are our thoughts, that we may need assistance from your Honour as to potentially the scope of the defence case, if I put it that way, and certain documents perhaps. We need to have some further discussion and I need to also try to resolve the issue in relation to the Yahoo account. If there needs to be any application that could hopefully be dealt with tomorrow as well. I do not know if your Honour has any other work in tomorrow?

JUDGE CUMMINGS: I do not know either actually. I do not know if it is possible to check the list for tomorrow.

THE CLERK: No, just this, your Honour.

JUDGE CUMMINGS: Yes – so, no, certainly not as things stand.

MR DYER: I do not know if your Honour wishes to have a specific time for us to gather tomorrow to raise any legal difficulties that need to be resolved?

JUDGE CUMMINGS: Subject to representations I would say the case to appear in the list, as I think it does, at 10.30 and all parties certainly to be present at that time but I am happy, subject to that, to leave it to you to let me know if and when you need me.

MR DYER: Yes.

JUDGE CUMMINGS: Although having said that, I would at least like an update by mid-morning.

MR DYER: We can certainly do that.

JUDGE CUMMINGS: Thank you very much. Can I just discuss time-table? (Matters of time-table discussed). I am just wondering, I am going to suggest some completion dates for respective cases and at this point they are only suggestions but I would invite you to consider them and perhaps we can re-visit tomorrow. My initial thoughts are these: Crown to close its case by close of play Friday, 6th October – so that is the remainder of this week plus four full weeks.

MR DYER: Yes, that is exactly what I was thinking.

JUDGE CUMMINGS: I am very grateful and then, subject to considerations of witnesses being part-heard for significant periods, and I do understand that sort of concern, but subject to that defence case to finish by Friday, 20th October, so that would be the last day before the half term break – I describe it in that way but the one week that we are not sitting.

MR SWIFT: Your Honour, yes; I think we do not see any difficulty at all with that time-table and would hope to be finished before.

JUDGE CUMMINGS: One consideration there is the short week, the Monday and the Tuesday, because I can see concerns that if a defendant in particular began evidence on the Monday he might not have finished his evidence by close of play on the Tuesday and there is then a significant gap in the middle of evidence so I can see that sort of concern and it is something that could be re-visited nearer the time. It would be very convenient if the evidence globally could be completed by 20th October and we have then got the three weeks after that for a combination of speeches, summing-up and jury retirement, plus a little bit of time for any slippage if we have sick jurors or anything of that sort. As a working proposal is that reasonable?

MR DYER: It is. I can say this, though, that counsel yesterday sat down and went through the witness list to have realistic joint estimates as to how long each witness is going to take. What I have not managed to do just yet is to go through it and tally it with when the witnesses are coming and so on, so tomorrow I suspect I will have a better idea but even before that I think the date I was working to was approximately 6th October.

JUDGE CUMMINGS: Yes, very good. Is there anything else at this stage?

MR DYER: No, your Honour.

JUDGE CUMMINGS: Ms Hussain, Mr Swift, you heard what I said to the jury about the precincts of the court building and from your clients’ point of view – and this is no reflection on them, I say it routinely in cases but I am going to ask that they remain in the building for ten minutes after the jury leave on any given day, designed to reduce the risk of bumping into each other outside the court building. It is no reflection on them; it is simply to avoid embarrassment or misunderstanding. Anything else at this stage?

MS HUSSAIN: No, thank you.

JUDGE CUMMINGS: Thank you. As I say, I have given the general direction for bail. 10.30 tomorrow, please.

A D J O U R N E D

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