Phil Rose ref: 20014186

Phil Rose ref 20014186.pdf	(this document)
[redacted]	[redacted]
[redacted]f 27.pdf	(the web post that Mr Seinberg refers to)
SeinbergLetter.pdf	(cease & desist, on behalf of Freudmann)
SeinbergReply.pdf	(my reply)

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1. The extent to which Tony Freudmann is a fit and proper person is pertinent to this DCO application. It is he who has drawn together the disparate players that currently form RSP. He has been the driving force behind the attempted acquisition of the ex-airport site for many years – [redacted]
It is he who introduced ROIC, then RSP, to this opportunity. He is the only one of the principals who has any operational aviation experience. **His importance to this DCO application cannot be overstated**.

2. It is a matter of public record that [redacted]

3. However, despite this being a matter of public record, and a matter of legitimate public interest, details of Mr Freudmann's [redacted]It would appear that Mr Freudmann has in the last few years [redacted].

4. When Mr Freudmann was seeking along with Mr Yerrall and Mr Lawlor to acquire the Manston site via a CPO undertaken by TDC, I came across and posted the decision of the Solicitors' Disciplinary Tribunal (SDT) relating to [redacted]That post has been in place since 8th September 2016. It is now probably the only place on the internet where the damning report from the Solicitors Disciplinary Tribunal is available.

5. On 2nd January 2019 I received a letter from a Mr Seinberg. Mr Seinberg appears to be a lawyer operating out of Los Angeles, California. It is a "cease and desist" letter, asking me to remove the post. The letter inaccurately refers to "defamatory content", whereas in reality the content of the post is factual. Mr Freudmann is well aware that I run the website in question, and he is well aware of how to contact me, but he has never contacted me directly regarding the post. Instead, he has sent me a lawyer's letter. In my assessment, this is a move clearly designed to intimidate. Curiously, Freudmann doesn't call on the services of BDB (RSP's lawyers), or any other UK

lawyer, but a US attorney. This is a move calculated to add to the complexity and cost of any legal process – again, I assume, designed to intimidate.

6. The timing of Mr Freudmann's action is also pertinent. The DCO process is underway and the ExA is asking for detailed CVs of RSP's principals. My site is one of the few places where people can access details of the SDT's decision. Mr Freudmann and his colleagues are also seeking investors so that they have something to put before the ExA. I conclude that this is why it is only now, when he is seeking funding and presenting himself to the ExA, that Mr Freudmann has realised just how inconvenient the truth can be. The backers, funders and financiers that he so desperately needs to attract will inevitably research RSP and its directors, and come upon these facts. To counter this, Freudmann has recently embarked on what I believe is called [redacted] (e.g. by trying [redacted]) and at the same time [redacted]", and an [redacted]

7. Mr Freudmann's [redacted] at this particular time suggests strongly to me that he thinks that it is highly pertinent to this DCO process and that he would prefer the ExA not to be aware of it. It is for this very reason that I think it important to bring to the ExA's attention Mr Freudmann's [redacted] into removing the facts around this part of his career history. Others better informed than I am will be able to comment on his track record of [redacted]

8. I urge the ExA to question Mr Freudmann in some detail on his past track record, and his string of business failures in the aviation and travel industries, and the extent to which there is any evidence that he could correctly identify a piece of land capable of becoming a nationally significant airport. The ExA must be satisfied that he is himself a person of such standing that he would be a fit person to be a principal in such a project.

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January 2, 2019

VIA ELECTRONIC MAIL
HBM2015.com
MuseumFriends@HerneBayMatters.com

Re: Request to Remove Damaging and Defamatory Content

Dear HBM2015.com Staff:

My firm has been retained to represent Mr. Anthony Fruedmann to address his concerns regarding the confusion and damage to his reputation that have been caused due to the following article remaining available on your website:

http://hbm2015.com/nnf/library/law/tony-freudmann-struck-off-solicitors-roll-for-27-counts-of-misappropriation-of-client-funds/

As of this writing, more than 25 years have passed since Mr. Freudmann paid the price for the actions referenced in this article.

In the two and a half decades that have elapsed since then, Mr. Freudmann has led an exemplary life, and has amassed a spotless record. Unfortunately for him, his reputation continues to suffer due to enduring connections to this long-ago incident.

Due to the possibility that potential future business associates, partners, investors, and clients will also see and become influenced by this article, we respectfully request that you remove it from your website.

Please feel free to contact me should you wish to discuss this matter. We look forward to your prompt response.

Sincerely,

[redacted]

Steven A. Seinberg, Esq.
Attorney at Law

Dear Mr Seinberg,

Thank you for your correspondence of the 2nd January 2018 in relation to the request to remove information concerning your client, Mr Anthony Freudmann, from the Herne Bay Matters website. The correspondence leaves me a little confused. The subject heading *"Request to remove damaging and defamatory content"* is contradicted by the body of the correspondence in which you confirm that the relevant content is true and therefore incapable in law of being *'defamatory'*.

You will of course be aware that the original decision taken by the Solicitors Disciplinary Tribunal was that Mr Freudmann should be fined for his conduct. This decision was appealed by the then, Solicitors Complaints Bureau, to the High Court. That court had the power to dispose of Mr Freudmann's case in a number of ways, including suspension of his practicing certificate. However, Lord Justice Taylor took the view that Mr Freudmann's behaviour was such that he [redacted] he having formed the view that the conduct was such that Mr Freudmann [redacted]

It should perhaps be remembered that Mr Freudmann was not an impoverished and callow youth taking a wrong turn at the beginning of his career. Nor was the conduct a one-off submission to temptation. Had these factors been present, your arguments for removal may have been more persuasive. To the contrary, at the time of these wrongdoings, Mr Freudmann was of course a man in his 40's who had risen to be the Managing Partner of Wace Morgan Solicitors. He had taken political office as Leader of Shropshire County Council and had accepted judicial office as a Deputy District Judge. It is reasonable to assume that he enjoyed an above average income as managing partner, would have been paid handsomely for his sittings as a stipendiary magistrate and in addition, would have had his expenses as leader of the council. It is clear that his actions betrayed the trust placed in him by many people, not just those whose client accounts were affected.

You make the very bold assertion that *"In the two and a half decades that have elapsed since then, Mr. Freudmann has led an exemplary life, and has amassed a spotless record."* You will forgive me if I appear to be teaching granny to suck eggs (a quaint English aphorism) but perhaps it would have been wiser to phrase that as *"my client instructs me that he has led an exemplary life"*. As worded, it would seem that you attest to the truth of this proposition and evidence his good character, something that might be less than wise and I am sure was not your intention.

As you are doubtless aware, the fact of, and the reasons for, Mr Freudmann's [redacted] are matters within the public domain. The information is freely available to any enquirer, with sufficient interest, from both the Solicitors Regulation Authority and the Solicitors Disciplinary Tribunal. The judgement of the High Court, as a court of record, is of course permanent in its nature. However, despite my reservations and in the spirit of forgiveness and with good grace, should you obtain confirmation from those august bodies, that they are prepared to remove Mr Freudmann's records from the public domain, Herne Bay Matters will respect that decision and will remove the information requested.

Best regards,

Tony Freudmann [redacted]

Anthony “Tony” Freudmann was a solicitor with the firm of Wace Morgan in Shrewsbury, Shropshire. In 1991, the other partners at Wace Morgan discovered that over a period of years, Mr Freudmann [redacted].

In 1992 he was brought in front of the Solicitors’ Disciplinary Tribunal facing allegations (from the partners in his own firm) that ***“***[redacted]***”***.

Mr Freudmann had been given the trusted position of managing partner, which gave him the access to the client accounts. Wace Morgan stated that Mr Freudmann ***“had undertaken a*** [redacted] ***over a long period of time. The number of payments had been on a large scale and had been taken clandestinely”***, and that he ***“had i***[redacted] ***over a long period of time”***.

Mr Freudmann’s submission to the Tribunal is a cringe-making stream of “poor me” excuses – paragraphs 27 to 64 in the document. Poor Tony was working SO hard, and had difficult clients, and the other partners didn’t work as hard as he did (which made him resentful), and he was only “borrowing” the money, and it was only a little bit at a time, and so on. As a result of this, ***“he behaved in a way which he found difficult to understand”***… FOR YEAR AFTER YEAR.

His partners were cross with him, very cross.

- They let down the tyres of his leased car and took his car keys (presumably to safeguard the car) and frog-marched him out of the building.
- They cancelled his petrol account at the local garage, cancelled his life insurance and cancelled his wife’s car insurance.
- They grassed him up to the Lord Chancellor’s Department, who suspended him as a Deputy District Judge.
- They grassed him up to the Chief Executive and Chairman of the County Council, and the County solicitor, which cost him his position as Leader of the County Council.
- They grassed him up to the Crown Prosecution Service, so he was no longer able to work as an Agent for the CPS.
- They grassed him up to the local press.
- They grassed him up to potential clients.

All of this caused Tony ***"considerable embarrassment, alarm and distress"***. I think that may have been the point.

The Tribunal found ***"the allegation to have been substantiated"*** – bang to rights, in English. Even though they described Tony as ***"ambitious, dominating and aggressive"***, they fell for his sob story, saying ***"the Tribunal has in these exceptional circumstances decided to treat him with an unusual degree of leniency"***, and fined him £5,000. Not everyone thought this was the correct judgement, but it wasn't any of his victims or even his ex-partners who appealed against the decision, because the (then) Solicitors Complaints Bureau beat them to it. Well done, SCB.

As you can see in the hand-written addition to the front page of the document: ***"The Tribunal's decision was quashed on appeal to the Queen's Bench Division of the High Court of Justice, and an order*** [redacted] ***was substituted on 22nd October 1993."***

So, a happy ending.

Shortcut to this page is: **bit.ly/FREUDMANN**

By the way, if you search for "Tony Freudmann" on Google, you will find that he is one of those people who has taken advantage [redacted] – there's a footnote to the search results explaining that some results have been removed. This episode in Mr Freudmann's life was meant to have been [redacted].

The Tribunal's decision was quashed on appeal & the Queens Bench Division of the High Court of Justice, & an order that the respondent be struck off the roll was substituted on 22nd October 1993.

No. 6200/1992
5133

IN THE MATTER OF ANTHONY FREUDMANN, solicitor

- AND -

IN THE MATTER OF THE SOLICITORS ACT 1974

Mr. A.J.C. Paines (in the Chair)
Mr. D.J. Leverton
Mr. R.P.L. McMurtrie

Date of hearing: 29th October 1992

F I N D I N G S A N D O R D E R

of the Solicitors' Disciplinary Tribunal
constituted under the Solicitors Act 1974

An application was duly made on behalf of the Solicitors Complaints Bureau by Geoffrey Williams, solicitor, of 36 West Bute Street, Cardiff on 17th July 1992 that Anthony Freudmann of , Shrewsbury, Shropshire might be required to answer the allegations contained in the affidavit which accompanied the application and that such Order might be made as the Tribunal should think right.

The allegation was that the respondent had been guilty of conduct unbefitting a solicitor in that he had used clients' funds for his own purposes.

The application was heard at the Court Room, No. 60 Carey Street, London WC2 on 29th October 1992 when Geoffrey Williams, solicitor and partner with the firm of Cartwrights Adams & Black of 36 West Bute Street, Cardiff, appeared for the applicant and Robin W. Onions of Messrs. Lanyon Bowdler of 23 Swan Hill, Shrewsbury appeared for the respondent.

The evidence before the Tribunal included the admissions of the respondent and exhibits "AF1" to "AF3" inclusive. The respondent gave evidence.

The facts are set out in paragraphs 1 to 15 hereunder.

1. The respondent, born in 1946, was admitted a solicitor in 1972. At all material times he practised as a solicitor in partnership under the style of Wace Morgan at 2 Bellmont, Shrewsbury.

2. Messrs. Wace Morgan acted for Mr. & Mrs. K in conveyancing transactions. Mr. & Mrs. K were due to complete a sale and a purchase of property on or about 24th April 1981. The purchaser from Mr. & Mrs. K failed to complete. To enable Mr. & Mrs. K to complete their purchase an advance was made by Mr. H.C. Wace to Messrs. Wace Morgan and thence to Mr. & Mrs. K. At the material time Mr. Wace was a partner in Wace Morgan and subsequently became a consultant.

3. The purchase having been completed the principle amount of the loan was subsequently repaid to Mr. Wace in or about June 1982. Interest however remained outstanding.

4. High Court proceedings were issued by Messrs. Wace Morgan on behalf of Mr. & Mrs. K against the defaulting purchaser. The proceedings sought to recover various losses sustained by reason of the purchaser's default including the sum of £3,061.06 representing interest due on the loan provided by Mr. Wace. Judgment was entered on or about 7th June 1985 for the total sum of £5,576.90. It was agreed that the defaulting purchaser should discharge the judgment by instalments of £100.00 per month.

5. The defaulting purchaser duly made instalment payments. Between 8th April 1986 and 27th October 1987 Mr. Wace received nine payments totalling £3,662.69 both from instalments received from the purchaser and from the partnership funds of Messrs. Wace Morgan. The final such payment of £2,087.79 made on 27th October 1987 was in full and final settlement of all sums due to Mr. Wace.

6. On 22nd January 1991 the sum of £1,223.94 was held in client account by Messrs. Wace Morgan on behalf of Mr. & Mrs. K in relation to their matters. The respondent paid the sum of £1,200.00 into an account he opened at the Shrewsbury branch of Cheltenham & Gloucester Building Society. It was not a client account but rather a trustee account with the respondent named as the trustee of E.C.K. Payments were made from that account by the respondent of a personal nature unbeknown to his partners or Mr. K. The payments had nothing whatsoever to do with Mr. K.

7. The partners of Messrs. Wace Morgan having discovered those matters gave the respondent notice of termination of partnership with immediate effect on 14th June 1991. On the same day the respondent repaid the sum of £1,200.00 to the trustee account at Cheltenham & Gloucester Building Society.

8. Messrs. Wace Morgan submitted a fee note to Mr. & Mrs. K in the sum of £417.75 on 16th September 1991. The firm claimed a further sum of £230.00 for costs incurred. All other amounts recovered from the defaulting purchaser, save for the sums paid to Mr. Wace, were due to Mr. & Mrs. K. At the date upon which the respondent opened the Building Society account, no bills of costs had been delivered to Mr. & Mrs. K. Subsequent to the repayment made by the respondent Messrs. Wace Morgan paid the sum of £809.73 to Mr. & Mrs. K, the payment being made on 19th June 1991. At the date of the application Messrs. Wace Morgan held the sum of £224.31 which was due to Mr. & Mrs. K.

9. Messrs. Wace Morgan acted for Mrs. P in matrimonial proceedings. A lump sum settlement of £5,646.66 was recovered for Mrs. P who was legally aided. A payment was made to Mrs. P and the balance of £1,732.19 was retained pending a Legal Aid taxation.

10. The sum so retained was utilised to open account number R817435/8 with Cheltenham & Gloucester Building Society, High Street, Shrewsbury. The account was opened on 19th September 1986 in the names of the respondent and his then partner, Mr. Trevor Wheatley as trustees for Mrs. P.

11. In the five year period following 6th October 1986 the respondent made various withdrawals from the Building Society account in an approximate total sum of £1,295.00. Those withdrawals were for the personal use and benefit of the respondent and were made without the knowledge of his partners. The payments had nothing to do with Mrs. P. They included a payment of £260.00 to Diners Club Limited and a cash withdrawal of £120.00.

12. Those matters were discovered in or about July 1991. At the date of the applicant's application the respondent had not repaid the sums he withdrew from that account.

13. The respondent acted for Mrs. H in a claim for damages. The sum of £30,000.00 was recovered from the defendants. The sum of £27,000.00 was invested pursuant to instructions received from Mrs. H who was legally aided. The balance of £3,000.00 was invested in an account with Cheltenham & Gloucester Building Society in the names of the respondent and his then partner Miss Madeleine Butcher. Under cover of a letter dated 15th September 1987 the respondent forwarded a Building Society cheque for £1,000.00 to Mrs. H. The respondent advised Mrs. H that he was retaining the balance of £2,000.00 until he resolved the question of the recovery of Legal Aid costs and certain costs not covered by Mrs. H's Legal Aid certificate. He indicated that he hoped "shortly to be able to put a figure on those costs." The costs of the said proceedings were paid in full by the defendants on or about 12th September 1988. The Legal Aid certificate was duly discharged.

14. In or about January 1992 the respondent met Mr. Fraser, the senior partner of Messrs. Wace Morgan and admitted that in the three year period after June 1987 he had made withdrawals from the Building Society account for his own use and benefit. Such withdrawals were made unbeknown to the respondent's partners and the payments had nothing whatsoever to do with Mrs. H. Upon discovery of the matters the partners of Wace Morgan paid Mrs. H the sum of £2,207.00 out of their own resources.

15. Messrs. Wace Morgan submitted separate complaints to the Solicitors Complaints Bureau in relation to the three individual matters referred to.

The submissions of the applicant

16. In the matter of the monies held which belonged to Mr. & Mrs. K the respondent made some fifteen payments out of the Building Society account which included cash withdrawals. All payments were made for the respondent's personal benefit. It was accepted that the respondent had repaid the principle sum back into the account of £1,200.00. The respondent would argue that at the time he had serious personal problems and there was no argument before the Tribunal that those monies were not clients' monies.

17. All monies taken by the respondent were monies which began as credits in client account. If the monies represented costs then no bill or written intimation had been delivered to the client.

18. With regard to Mrs. P, a lump sum had been recovered. It was believed that the statutory charge for costs, as it was a Legal Aid matter, applied. The respondent's explanation was that he had taken an unauthorised loan of office money born out of his frustration. The Building Society account had been opened on 9th September 1986 in the names of the respondent and Mr. Wheatley. The respondent's argument was that it would "all come out in the wash" when arrangements on dissolution of his partnership were concluded. That money had not therefore been repaid.

19. In the matter of Mrs. H, damages had been recovered on her behalf in the sum of £30,000.00 of which £28,000.00 had been paid out to her. The respondent had taken £2,200.00 for his own purposes over the years commencing in June 1987. On 15th September 1987 the respondent wrote to the client in the following terms "I hope shortly to put figure on costs" and sent a further £1,000.00. The proceedings had been settled and costs had been paid in full by the defendants. The respondent had used clients funds for his own purposes. The respondent had made eight withdrawals over a period of two years. The respondent had not sought to make a repayment of those monies and expected as in the case of Mrs. P that it would "all come out in the wash."

20. In respect of the three clients matters, the sums which the respondent had utilised were in the case of Mr. & Mrs. K £1,160.00, in the case of Mrs. P £1,295.00 and in the case of Mrs. H £2,207, making a total of £4,662.87. There had been some twenty-seven separate misappropriations.

21. The applicant accepted that he was unable to establish that the respondent had formed an intention permanently to deprive anybody of the monies taken. The applicant did however take issue with the respondent's argument that he was borrowing the money. In the submission of the applicant for there to be a "borrowing" there must be a willing lender. If there were lenders in this matter, they did not know what was going on.

22. Even if the respondent had not formulated an intention permanently to deprive any person of the monies, in two of the cases referred to he had not repaid any money.

23. There appeared to have been a suggestion that some of the monies represented costs, in which case the sums would have been divisable between the respondent and his partners and should not have been paid to the respondent alone.

24. In the submission of the applicant the respondent had undertaken a misappropriation of clients funds over a long period of time. The number of payments had been on a large scale and had been taken clandestinely. It was accepted that the transactions had been recorded but had occurred without the knowledge of the clients or the respondent's partners.

25. It was submitted that the respondent had indulged in a deliberate and deceitful course of conduct over a long period of time.

26. The behaviour of the respondent had a disastrous effect not only on the respondent himself but also on the solicitors' profession. The Tribunal was invited to consider the matter as one of very great seriousness.

The submissions of the respondent

27. The respondent obtained a degree from London University and served his articles with a small firm of solicitors in West London, qualifying as a solicitor in 1972. He moved in July 1973 to the firm which became Wace Morgan. As an assistant solicitor with the firm, the respondent was responsible for managing and developing the firm's litigation practice. He became a partner in 1975. As a partner his responsibilities remained the same although gradually he assumed responsibility for part of the management of the firm. He was responsible for the introduction of a number of modern systems such as a computerised accounting system and the introduction of the concept of fees and work-load assessment and analysis.

28. During the 1980's the respondent's work changed and he ceased to deal with criminal work. He also reduced the divorce and family work undertaken by him. He developed a specialisation in personal injury litigation, medical negligence and employment law. The success of the firm's litigation department provided an impetus for the growth of the firm. By 1987 the firm had grown considerably. And by 1987 the respondent was responsible for personnel matters, the number of staff employed in the firm being about fifty at that time, as well as financial control. Following the introduction by others of unsuccessful management arrangements the respondent became managing partner. Although it was felt that that position was a full time job, the respondent was still expected to devote one-third of his time to fee earning. He also had Council duties and had been appointed a Deputy District Judge (formerly a Deputy County Court Registrar), the respondent considered both appointments to be not only a personal honour but an honour to the firm. He had come to accept that he was working far too hard and believed that his judgment had become clouded as a result of what he and his partners demanded of him.

29. In particular the respondent took on one case which with hindsight he realised had provided considerable additional pressure. He had been instructed by a lady who had been engaged in bitter divorce proceedings which involved allegations of child abuse, physical cruelty, sexual malpractices and major fraud. The respondent had been the thirteenth solicitor to represent the client, she proved to be an extraordinarily demanding client. When the papers were delivered to the respondent they proved to be of great number. The client would telephone most evenings and at week-ends to speak to the respondent at his home and there followed innumerable hearings in London. The respondent said he worked himself into an absolute standstill by the end of the case in the Autumn of 1988, the respondent was, however, able to reflect with some satisfaction that the financial settlement finally achieved was some three times as much as the amount for which the client's former solicitors had advised her to settle. The respondent confirmed that his firm had been handsomely paid for all the work but the respondent had dealt with the case entirely on his own and upon reflection had come to realise that it had dominated his life to the point when he totally neglected his own affairs.

30. The firm of Wace Morgan was long established and in 1978 had taken over a small firm. Despite the efforts of the partners Messrs. Wace Morgan never showed great profit. The respondent had given a great deal of thought to the profitability of the firm which had not really improved despite the introduction of new business systems to include time recording and costs targets. One of the main reasons why the firm

consistently failed to achieve reasonable profits was the failure by three of the senior partners to achieve their costs targets or indeed to get anywhere close to them.

31. The respondent had built up a sense of grievance and resentment against the three partners who continually failed to meet their targets and to accept their responsibilities as partners. The respondent believed he should have taken a decision and left the partnership but did not do so because he felt great loyalty to his partners and the firm's staff.

32. In addition to the failure to meet costs targets there were persistent problems in credit control in that there were substantial sums outstanding for bills that had not been paid. The respondent's sense of disillusionment was increased when he learnt that one of the partners had delivered bills which had been entered as "bills delivered" but had not been sent to the clients. The firm had become responsible for the payment of V.A.T thereon and the credit control showed the bills as outstanding whereas in fact they had never been delivered.

33. The respondent told the Tribunal that it was against that general background that he behaved in a way which he found difficult to understand and which he did not in any way seek to excuse.

34. In the matter of Mr. & Mrs. K the respondent had not had any personal dealings in the clients' transactions and the file first appeared on his desk in his capacity as managing partner in late December 1990. There appeared to be a substantial sum on client account and having ascertained that no money was due to Mr. Wace, decided to pay the money to the client. He requisitioned a cheque but when it arrived at his desk he again looked at the file and realised that his firm was probably owed fees of several hundred pounds in connection with the collection of the debt. Instead in accordance with his firm's accepted practice he arranged to put the money into a building society account. At the time he opened the account he had absolutely no intention of borrowing or using any of the money.

35. At that time the respondent's own personal finances were strained and on 11th February 1991 he planned to see the firm's Bank Manager with a view either to extending his own overdraft or extending the firm's overdraft. His idea had been to go to the partners to ask for permission to make a special drawing on the firm's overdrawn account. The Bank Manager made it clear that the firm's overdraft could not be extended. The respondent did not following that decision ask for an extension of his own overdraft because to have done so would have meant disclosing the state of his own finances and that of the partnership. The respondent had a number of pressing bills to pay for medical expenses for his son who was an epileptic. The respondent accepted that faced with pressing demands and apparent inability to meet those demands over the period between February and April 1991 he withdrew sums of money from the Building Society account opened in the name of Mr. K. He had not intended to use that money for his own purpose and invited the Tribunal to consider the fact that he had not withdrawn the money in one lump sum. He used the money to pay a number of small bills and said that it was his intention always to borrow the money on the basis that he would repay it as soon as possible.

36. The respondent believed he had made it clear in correspondence that at least part of the money in the Building Society account was money to which the respondent and his partners were entitled as profit costs. He had however accepted advice that until the bill was delivered and the money was transferred from the Building Society account in settlement of that bill then the money remained technically client account money. In the submission of the respondent both Mr. Wace and the client accepted that they had received all monies due to them.

37. As soon as the allegation had been put to the respondent in June 1991, the respondent made arrangements through his wife for the sum to be repaid with immediate effect.

38. In connection with the matter of Mrs. P the respondent said that the sum retained on account of costs pending a Legal Aid taxation was, in accordance with the normal practice referred to before, deposited in an account with Cheltenham & Gloucester Building Society. The respondent accepted that subsequently he withdrew a total of £1,295.00 and that the various withdrawals made had been so made without the knowledge or approval of the respondent's former partners.

39. The respondent was of the view that of the sum retained some if not all of the money was due to Messrs. Wace Morgan as profit costs, again he had to accept that until any bill was delivered the sum in that account technically remained client money. When the respondent took the money it was always his intention to repay and again the money was taken against the background of monies due to the firm and the respondent's own particular difficult financial circumstances.

40. With regard to Mrs. H, the respondent confirmed that he had acted for her and had negotiated an agreed settlement. The respondent said that the sum of £27,000.00 was invested in accordance with Mrs. H's instructions and the balance of £3,000.00 was invested in an account with Cheltenham and Gloucester Building Society. The respondent accepted that he had written to Mrs. H on 15th September 1987 which letter made it clear that the sum of £3,000.00 had been invested with a building society. The respondent believed that he fairly explained the position to Mrs. H and in fact sent her a cheque for £1,000.00 meaning that the sum retained by his firm was £2,000.00 on account of costs.

41. The respondent accepted that he subsequently made withdrawals from that account for his own use without the knowledge or permission of the client, he accepted that he owed the sum of £2,207.00.

42. The respondent was asked to leave the partnership on 14th June 1991. He attended at his office without warning of what was to happen and whilst he was engaged in conversation with one of his partners, another partner let down the tyres on his leased car. His car keys were taken and he was "frog-marched" out of the office in full view of the partners, staff and clients. The car had been parked on a public street and the action of letting down the car tyres had been undertaken in full view of members of the public. The respondent knew that what had happened had quickly become public knowledge in Shrewsbury and the respondent still suffered nightmares about the events of that morning. He accepted responsibility for what he had done, but the actions of his former partners that morning had stripped him of any dignity.

43. The respondent said he could only describe his leaving the partnership as a form of bereavement. He had been involved in the firm since 1973 and never imagined that he would leave the partnership in the manner in which he did. He accepted the need of his former partners to protect their own interests but still found some of their actions difficult to accept. The respondent said that after he left the partnership he decided to try to maintain himself by continuing to work as a Deputy District Judge and also to undertake agency work for the Crown Prosecution Service. He was professionally advised that while the matter was before the Solicitors Complaints Bureau, it was private and as a holder of a Practising Certificate he could undertake work. One of the respondent's former partners wrote and informed the Lord Chancellor's Department of the circumstances of his leaving the partnership, as a result of which the respondent was suspended from his duties as a Deputy District Judge.

44. The respondent began to work as an agent for the Crown Prosecution Service following an approach made to him in October 1991 by the Branch Area Prosecutor. He worked for about one month until the Branch Prosecutor informed him that he had been contacted by one of the respondent's former partners who had made known the circumstances of the respondent leaving the firm. As a result he was no longer able to work as a Crown Prosecution Service Agent.

45. At the beginning of January 1992 the respondent had been approached by a reporter from a local newspaper who told the respondent that he had been informed by a member of his firm that the respondent faced serious charges involving clients money and he wanted to give the respondent an opportunity to comment before he ran the story. The respondent had been devastated. The respondent told the reporter the exact position and the story was not run.

46. The allegations against the respondent had also been reported on two separate occasions to the County Council. The Chief Executive had been informed that the respondent had been dismissed and also the Chairman of the County Council.

47. In July 1992 the County solicitor had been telephoned by one of the respondent's former partners who was informed that the respondent's case had been referred to the Disciplinary Tribunal.

48. All of these actions on the part of the respondent's former partners caused him considerable embarrassment, alarm and distress.

49. Whilst the respondent accepted that he had borrowed what was technically clients' money which he was not entitled to do, he had suffered serious financial loss as the result of his actions. He had lost the share of fees which he would have received in the period June 1991 to October 1992. He was still engaged in a dispute with his former partners over the firm's accounts. He believed that a substantial sum stood to his credit in the capital account but draft accounts had been delivered to him which had been prepared in such a way to show his capital as being in deficit to the sum of £23,000.00. That was not because of any irregularities. It was because of disputes concerning such matters as the value of work in progress, the value of the firm's library and the fact that having repossessed his firm's car, the former partners kept it for a year and then purported to charge the respondent £7,000.00 for that year's leasing costs. The respondent had also to suffer petty losses such as, for example, when the firm without warning stopped his

petrol account at a local garage, after he left them: he went in to pay a petrol bill and was asked by a member of the garage staff why he had left the firm.

50. The respondent's wife's car insurance was cancelled without warning or reference to the respondent, as was his private health insurance. That in itself caused considerable distress as the health cover extended to the respondent's son who was receiving treatment for epilepsy. For some time the insurance company stated that the policy had lapsed and the respondent would have to commence a fresh policy and his son would not be covered. After considerable pressure the respondent had happily been able to negotiate a continuation of the policy.

51. The respondent had been appointed trustee for a Barrister who had practised in Chester and had died in 1982. He gladly accepted her request to act as trustee and did so until 14th June 1992. On 15th June 1992 he had been telephoned by the Barrister's brother and co-trustee who said he had been contacted by one of the respondent's former partners and had been informed that the respondent had left the firm because of a serious breach of trust. The respondent explained the position to his co-trustee who subsequently rang back to state that whilst he wanted the respondent to continue as a trustee he felt that he had no alternative but to change solicitors completely and felt that it would be best if the respondent were to retire as trustee. The respondent agreed to do so but felt very depressed at having let down his Barrister friend.

52. The respondent was forty-six years of age, married, but separated from his wife. There were three children of the marriage. The respondent was still supporting the youngest of the children financially.

53. The respondent had obtained employment on a temporary basis as a company secretary with a small limited company for which he worked one and one-half days per week for a very modest salary. He also had obtained a consultancy with Central Law Training and specialised in legal training relating to Local Government Law. As part of his employment with that firm he was provided with a car and was paid a modest salary. That was also a temporary position.

54. The respondent was a Councillor for Shropshire County Council and had represented a Shrewsbury ward since 1981. Prior to that he had been Parish Councillor for a Parish on the outskirts of Shrewsbury.

55. The respondent had been leader of Shropshire County Council since April 1988. In addition to the leadership of the Council he also held the Chairmanship of the Policy and Resources Committee. Before that he was Chairman of the Leisure Services Committee for three years. The Policy and Resources Committee was the major Council Committee and established the Council's broad policy. It was also required to set and oversee the Council's budget and the budget for the then current financial year was set at £250 million.

56. The respondent was also a trustee of the Shropshire County Council Employees Pension Fund with the value of the Fund standing at approximately £200 million.

57. From 1983 to 1989, when he resigned through pressure of work, the respondent was a founder Director of the Shropshire Hospice. That was an unpaid position which involved many hours of voluntary work culminating in 1989 with the successful opening of the hospice.

58. For many years, the respondent had been the Honorary Solicitor to the Shrewsbury Citizens Advice Bureau. That had involved him in many hours of unpaid work on behalf of the community.

59. Initially when the respondent became leader of Shropshire County Council, there was no salary for that position but subsequently the Government introduced legislation that permitted the payment of salaries to Council leaders. The respondent received a salary of £5,000.00 per annum from May 1991 and in addition received attendance allowances for attending various Committee meetings. His duties increased when he became leader.

60. The respondent had informed the Council's Chief Officer and the Secretary of his Political Party of the proceedings pending against him. He had already decided to stand down from Council duties at the election in May 1993 as the possible outcome of the disciplinary proceedings, the respondent had decided to resign his Council duties and his seat as a Councillor with immediate effect. He was also of the opinion that he would be unable to continue to work for Capital Office Systems Limited and Central Law Training if his ability to practice were removed.

61. Although the respondent remained separated from his wife she had supported him. Their former home had been sold at a reduced sum and his former wife claimed the net equity in the property. The respondent was able to understand her claim as the fact that the house had to be sold on disadvantageous terms was the respondent's fault and not hers.

62. Since the allegations had come to light in June 1991 the respondent had had to live with the probability that the proceedings would culminate in an appearance before the Disciplinary Tribunal and that his entire practising life would be at stake.

63. The respondent fully accepted that he had let himself down, he had let his partners down and that he had let down the solicitors' profession. The respondent maintained that he only borrowed the money, which he always intended to repay. He had striven as best he could since 14th June 1991 to rebuild his life.

64. The respondent bitterly regretted what he had done and offered to his clients, his former partners and the Tribunal his deepest apologies.

The Tribunal FIND the allegation to have been substantiated, indeed it was not contested. The respondent had taken for his own use small sums of money. It was fortunate, and the Tribunal accepted, that no clients had suffered loss. The Tribunal has paid heed to the argument of the respondent that there were outstanding billable costs and accept that to some extent this mitigates the fact that the respondent had taken for his own purposes clients' money. There was no doubt that in the technical sense such money was clients' money and the Tribunal are able to give weight to the respondent's explanation. It is, however, not acceptable for a partner to take for his own use monies which were properly destined to be included in the fees earned by the partnership. The Tribunal perceive that there was within the partnership a considerable clash of personalities. The respondent was doubtless ambitious, dominating and aggressive. There was no doubt that he had done much good work. He entered partnership with partners who perhaps did not appreciate his drive, dynamism and business acumen. Of course, as the respondent himself indicated, the proper solution would have been

to withdraw from the partnership and seek an association with other partners or firm which matched his own views in such matters. It had to be said that the behaviour of the respondent's former partners following his ejection from the partnership did little to serve the good reputation of the solicitors' profession and could not do otherwise than evoke a degree of sympathy for the respondent.

The respondent's professional and public life was in shreds. Before appearing before the Tribunal, the respondent had already been made to suffer to a very considerable degree. The respondent's behaviour had been, of course, unacceptable. It was clear that he had been under pressure which, although to a certain extent he had placed upon himself, had been considerable. The Tribunal was impressed by the testimonial letters offered in support of the respondent.

It is because this respondent has already suffered to a very great degree that the Tribunal has in these exceptional circumstances decided to treat him with an unusual degree of leniency. Although the Tribunal gave grave and deep consideration to making an Order which would deprive the respondent of his ability to practise, they have decided in this case to impose a financial penalty. The Tribunal ORDER that the respondent, Anthony Freudmann of Shrewsbury, Shropshire, solicitor, do pay a fine of £5,000.00 such penalty to be forfeit to Her Majesty the Queen and they further Order that he do pay the costs of and incidental to this application and enquiry, such costs to be taxed by one of the Taxing Masters of the Supreme Court in the absence of agreement between the parties.

DATED AND FILED WITH THE LAW SOCIETY
this 21st day of January 1993

on behalf of the Tribunal [redacted]

A.J.C. Pa[redacted]
Chairman