

"RBAIO"

2012 Feb 10 09:01 AM

Rooth & Wessels Inc 012 346 7614

24/49

THE LAW SOCIETY
OF THE
NORTHERN PROVINCES

Responsible to the Law Society of the Transvaal
Houer vir die Prokureurskant van Transval

Suid-Afrika, Noordwes, Limpopo & Mpumalanga Provinces
Suid-Afrika, North West, Limpopo & Mpumalanga Provinces

PASTPKA
MATTAARE BAROEN COUNCIL

MAY 14 2008
2008

VINNIGCH PAKTIE
SAKE VOOR DIE RAND

Dear Colleague,

URGENT ATTENTION: ALL LITIGATION /
PERSONAL INJURY PRACTITIONERS
COMMON LAW PERCENTAGE CONTINGENCY FEES

Members will be aware, that in response to a long standing need expressed by the public and attorneys for a simple, certain and practical means of meeting the dual requirements of enhancing access to justice and providing fair and appropriate reward to attorneys in return for the risk of carrying fees and disbursements, the Council resolved to permit its members to enter into common law percentage contingency fee agreements.

Given that the profession regarded agreements in terms of the Contingency Fee Act as unworkable and impractical and that this clearly appeared from the then (and still) negligible number of contracts lodged with the statutory Law Societies, the Council of the LSNP announced its endorsement of common law contingency fee agreements in Specialty News of April 2008.

The Council wishes to measure the extent to which the public and litigation attorneys have embraced this route of access to justice and you are accordingly requested to please complete the questionnaire URGENTLY and e-mail or fax the completed questionnaire to e-mail: director@lsnp.org.za or fax no.: (012) 321 7733 on or before 23 May 2008.

Geachte Kollego,

DRINGUNDER AANDAG! ALLBLI
MVO PRAKTIKSNG
GEMEENRECHTLIKE PERSE
GEBONDENHEIDSGELI

Lede le daarvan bewe dat die Raad, hoewel wat lank reeds by die publiek vraag vir 'n convalide, seker en praktiese (wang)afsig vereis om toegang tot bevorder en 'n redlike en blillike vergoeding te hou vir die werk wat voort en uitgewer het om jads los te staan om gemeenrech gebondelheidsgelde ooreenkoms te doen te

Gesien in die lig daarvan dat die bordes ingevolge die Wet op Geheulhheldedelde en onpraklies werkou en dat dit duidelik deelstaat (en hulde) gesigte aantal konstitutiewe Prokureurskanties ingedien word, onderskywing van gemeenrechtlike gebondelheidsgelde in die Ordentlike van April gemaak.

Die Raad wll graag die mate waarop algaste-prokureurs hierdie route wat tot regstelling verleen benut het, bepaal en vereek om asbly die aangehaalde vraag te voltooi en om die voltooiende vryelys te eien e-pos: director@lsnp.org.za of rekenaarsnr. 082 321 7733 op 23 Mei 2008.

Wester
M. G. GROBLER
Director/Direktor

OB
B

B3

QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTS

Each practitioner involved in litigation is requested to respond promptly to the following questions:

In all estate sounding in money:

1. What percentage of plaintiffs in your practice has a need for assistance by means of a common law percentage contingency agreement, in order to assert their claims in Court?
2. In what percentage of cases administered in your practice, is a common law percentage contingency fee agreement utilised?
3. If you utilise common law percentage contingency fee agreements, do you ascertain the prospects of success before entering into such agreements with clients?

-2-

VRAGLYSI GEHEUWLIKHEIDS
OOREENKOMSTE

Elke vraaglysi wat by litigante betrek is te vind op die volgende vrye te respoen:

Ten opsigte van else vir geldbedrake:

1. Watter persentasie van klante in behoefte aan 'n gemeensregle geheuwlikheidsgeld-ooreenkoms, in die Hof te laat geld?
2. In watter persentasie van alle wanneer word, word 'n gemeensregle geheuwlikheidsgeld-ooreenkoms geconcludeer?
3. Indien u gemeensreglelike geheuwlikheidsgeld-ooreenkoms wat die vooruitstede op sukses te ooreenkoms met die klient uit!

2012 Feb 10 09:01 AM

Rooth & Weagels Inc 012 318 7614

26/49

Earle Friedman & Associates

From: "Earle Friedman & Associates" <earlef@jazzua.com>
To: "Johannesburg Attorneys Association - RAf" <raf@jae.org.za>
Sent: 02 June 2008 11:17 AM
Subject: Re: Your e-mail dated 2nd June 2008

1. CONTINGENCY FEES

I cannot see any reason why Common Law Contingency Fees should not be allowed provided the
does not over-reach himself/herself.

In a recent matter an attorney had agreed a contingency fee of 28%. The Defendant was ordered
approximately R80 million. The attorney's fee was in the order of R17 million. After negotiation,
reduce his fee to R7 million. In those circumstances, I believe that the Law Society would have
attorney was overreaching himself. If, however, the Contingency Fee is not unreasonable, I can
reason why it should not be allowed.

2. HIGH COURT ISSUES

For a Plaintiff to wait 21 months for a trial date is unacceptable. We all know that Defendants file
points in order to obtain a postponement of a trial, if the Defendant is successful, all he needs to do
is wasted costs and he will then have a "holiday" for 21 months. That is totally unfair on the Plaintiff.
Steps can be taken to expedite trial dates. It is all very well for the Defendant. It is not fair on the

I endorse the complaint about files going missing and delays in Orders being typed - also the Inao
Orders typed. Somebody should be appointed to make sure that the Order which is typed and the
the Registrar is correct.

I was recently given an Order in an Interlocutory application in which there were a few applications
the Court file. The typist typed the wrong Order i.e. an Order in one of the Interlocutory application
not on Roll. I found it impossible to get the correct Order typed.

I also recently obtained an Order declaring my client to be the father and natural guardian of his three
children. The typist left out the surname of one of the children. This is unacceptable.

3. COSTS IN RULE 48 PROCEEDINGS

The contribution to costs in Rule 48 proceedings is totally unrealistic and is archaic. Although the rule
provides for a short statement of claim and statement of defense (and there are judgments punishing
Applicant and/or Respondent if they disregard the Rule in this regard) substantial work goes into the
of a Rule 48 application.

A copy of this e-mail is being sent to the Director, Law Society of the Northern Provinces.

You're faithfully,

EARLE FRIEDMAN

177 11 331 178

R.02

TO 0623529740

RECEIVED FROM EARLE FRIEDMAN

2012 Feb 10 09:01 AM

Rooth & Weesels (Pty) Ltd 012 346 7514

27/49

R

Reg No: 2003/0

57 Hill Road, On
Pimmorendle
2196

Tel: (011) 648 6
Fax: (011) 488 0
Direct Fax: 088 6

E-mail: renier@telkomsa.net

Renier van Rensburg Inc

Attorneys

THE LAW SOCIETY OF THE NORTHERN PROVINCES

ATTENTION: BUBAN LOUW

PER FAX: (012) 321 7733

OUR REPI: RENIER VAN RENSBURG
YOUR
REPI:

DATED: 04 June 2012

Dear Sir

RE: QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTS

1. What percentage of plaintiff's in your practice has a need for absolute means of a common law percentage contingency agreement, in order to their claims in Court?

Answer: 98 - 100%

2. In what percentage of cases administered in your practice, is a common percentage contingency fee agreement utilised?

Answer: 100%

3. If you utilise common law percentage contingency fee agreements, do ascertain the prospects of success before entering into such agreements client?

Answer: Yes

Yours faithfully

Qd
RENIER VAN RENSBURG INC
Renier van Rensburg

• Signature: Renier van Rensburg Uitenhage, BA, LLB Proo

2012 Feb 10 09:01 AM

Roeth & Wessels Inc 012 346 7814

28/49

To: Louw, Susan
From: Ryan Erasmus (ryanerasmus@kurganoff.com)
Sent: 04 June 2008 13:17
To: Louw, Susan
Subject: Common Law Contingency Agreements

Dear Sir

In response to the questionnaire on common law contingency fee agreements:-

1. I would estimate that 95% of the clients which our practice represents have an absolute no assistance by means of contingency fee agreements and that the other 5%, while not absolutely dependant on such an agreement, elect to utilise them in order to assert their claims.
2. Consequently, such agreements are utilised in 100% of the cases administered in our practice.
3. A preliminary investigation of the merits of the claim is undertaken to ascertain the prospects of success and if there exists the possibility (not necessarily probability) of success, we are availed engaged.

Regards
Ryan Erasmus
RAPHAEL KURGANOFF INC

2008/06/04

Louw, Susan

From: Rita Naidoo [rita@friedman-law.co.za]
Sent: 06 June 2008 07:30
To: Louw, Susan
Subject: CONTINGENCY FEES

I acknowledge receipt of your Contingency Fee Agreement Questionnaire.

I practice in KwaZulu-Natal where despite efforts by both myself and Ken Cohen on behalf of KAPIL, (KwaZulu-Natal Personal Injury Lawyers) to attempt to persuade the KwaZulu-Natal Law Society that Common Law Contingency Fee Agreements should be put in place and accepted, the Society refuse to accept them.

Accordingly, we are in the same position as the Cape and not as set out in your memorandum.

Be that as it may, I reply to your questionnaire as follows:

- 1) 98%, I have done claims on a contingency basis for claimants (or their parents) who were in the position to finance the litigation, but preferred to enter into a common law contingency agreement rather than fund the case themselves;
- 2) Probably in 50% - 60% cases;
- 3) Yes,

Yours sincerely

MICHAEL FRIEDMAN
FRIEDMAN & ASSOCIATES

From the desk of:

Rita Naidoo
(Secretary to Michael Friedman
& Lies van der Merwe)
407 Salmon Grove Chambers
407 Smith Street
Durban, 4001
TEL : (031) 304 6046
FAX : (031) 304 7009
EMAIL: rita@friedman-law.co.za

2008/06/05

2012 Feb 10 09:01 AM

Reoth & Wessels Inc 012 348 7814

30/49

Saapli

From: "Hennie Theron" <henrie@jwv.co.za>
To: "Saapli" <saapli@mweb.co.za>
Sent: 04 June 2008 17:11
Subject: RE: GEM.GEB.POOL.pdf

See attached reply as e-mailed to lamp.

Hennie Theron
(J W Wessels Theron Inc.)

— Original Message ——

From: Saapli
To: Charles Swartnam; Svenoer Tarr; Frank H Taublancha; Hennie Theron; Olif Thomas; Wim
Trenholme; Helma Ungerer; Behler van Rensburg; Elieven Vollmycaan; Johan Van der Elst; Natasja
van Zyl; Zane von Rooyen; Blaauw van Staden; Andre van Wyk; Albert van Zyl; E M van Zyl; G
van Zyl; Jaap Venter; Julian Venter
Sent: Friday, May 30, 2008 10:13 AM
Subject: FW:

TO ALL SAAPLI MEMBERS

Attached the questionnaire pertaining to Contingency Fees letter. Please reply as soon as possible,
reflected ion e-mail d.d. 04.06.08.

Regards
Heester Pelser
SAAPLI.

The information in this message is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying or distribution of the message, or any action or omission taken by you in reliance upon it, is prohibited and may be unlawful. Please contact the sender immediately if you received this message in error.

05/06

• 2 •

QUESTIONNAIRE: MONTGAGENCY FEE AGREEMENTS

Each practitioner involved in litigation is requested to respond promptly to the following questions:

In all claims sounding in money:

1. What percentage of plaintiffs in your practice has a need for assistance by means of a common law percentage contingency agreement, in order to assert their claims in Court?
2. In what percentage of cases administered in your practice, is a common law percentage contingency fee agreement utilised?
3. If you utilise common law percentage contingency fee agreements, do you ascertain the prospects of success before entering into such agreements with clients?

VRAGELYS: GEBEURLIKHEIDSGELDE OOREENKOMSTE

Elke praktywyn wat by litigasie betrokke is, word vanmee op die volgende vrae te respondeer:

Ten opsigte van alle vir geldbedrewe:

1. Wat voor persentasie van elera in u praktyk behoeft 'n gemeensregtelike gebaurlikhedsgelede-ooreenkoms, ten einde in die Hof te laai geld?
2. In wat persentasie van sake wat deur hanteer word, word 'n gemeensregtelike gebaurlikhedsgelede-ooreenkoms gebruik?
3. Indien u gemeensregtelike gebaurlikhedsgelede-ooreenkoms gebruik, wat die vooruitsigte op sukses is alvorens ooreenkoms met die klient sluit?

Antwoorde:

1. 70% plus in die praktyk en 100% van die beide party afgabing.
2. 70%
3. Ja.

4/6/2008

H.W. THERON
Directeur van S.W. Wessels Theron Ing.

B

QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTS

Each practitioner involved in litigation is requested to respond promptly to the following questions:

In all claims sounding in money:

1. What percentage of plaintiffs in your practice have a need for assistance by means of a common law percentage contingency agreement, in order to assert their claims in Court?
2. In what percentage of cases administered in your practice, is a common law percentage contingency fee agreement utilized?
3. If you utilize 'common law percentage contingency fee' agreements, do you ascertain the prospects of success before entering into such agreements with clients?

VRAEFLYSI GEBEURLIKHEIDSGEENKOMSTE

Elke praktyk wat by litigasie betrokke is, vinnig op die volgende vrae te reageer:

Ten opsigte van elke vir geldhouders:

1. Waller persentasie van elers in behoefte aan 'n gemeenreglike gebeurlikheidsgelde-ooreenkoms, ten in die Hof te laai geld?
2. In waller persentasie van sake wat hanter word, word 'n gemeenreglike gebeurlikheidsgelde-ooreenkoms geb
3. Indien u gemeenreglike gebeurlikheidsgelde-ooreenkoms geval dat die vooruitsigte op sukses is n ooreenkoms met die klient stull?

Answers:

1. 100%
2. In all cases except cases in the Cape. The Cape Law Society have charged us with unprofessional conduct for agreeing to charge our usual rate of fees on a contingency basis. They also regard common law percentage contingency agreements as unprofessional conduct and will charge members accordingly. The effect is to deprive prospective clients of access to justice.
3. We ascertain prima facie prospects of success.

MALCOLM LYONS AND BRIVIX INC
SPECIALIZING IN PERSONAL INJURY CASES
SINCE 1968.

2012 Feb 10 09:01 AM

Rooth & Weesels Inc 012 346 7514

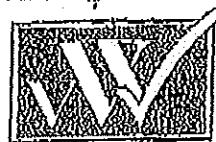
33/49

GERHARD VON WIELLIGH

GERHARD VON WIELLIGH

ATTORNEYS • PROKUREURS • ABAMELI

20 Taaffe Street, Empala
PO Box 1165, Empala 2360
Dewetstraat, Empala
Tel: (017) 811 2393 / 089 410 0097
Fax: (017) 811 2393 / 089 410 0097
e-mail: vw@vwg.law.co.za



Our ref / Ons verwys
Mnr. Von Wielligh/Jstrydom.
janklo@pwg.law.co.za

Your ref/U verwys:

04-06-2008

PER FAKS 012 321 7733

PROKUREURSORDDE VAN NOORDELIKSE PROVINSIES

Meneer

1/1st GEMEENRIGTELIKE PERSENTASIE GEBEURLIKHEIDSGELENDE

Ons beantwoord u vraelys met grondigte en as volgt:

AD VRAAG 1:

99% - 100%

AD VRAAG 2:

Wat MYO else aanbeteke? ~ 100%

Wat ander litigasie aan betrek ~ ±75%

AD VRAAG 3:

Die vooruitsigte op sukses word eers altyd noukeurig bepaal.

Met groet
GERHARD VON WIELLIGH
Per:

PO van Wielligh
Kantoorbestuurder / Strydom

2012 Feb 10 09:01 AM

Rooth & Wassels Inc 012 346 7514

34/49

Louw, Susan

From: Pietro Boles (OP Van Zyl) (pietrob@opvanzyl.co.za)
Sent: 06 June 2008 09:27
To: seapli@mweb.co.za; Louw, Susan
Subject: VRAELYS : GEBEURLIKHEIDSGEDEUREENKOMSTE

AANDAG : SUSAN LOUW

One antwoord graag as volg op die vraelys:

VRAAG 1

Watter persentasie van Elaars In u praktyk het 'n behoefte aan 'n gemeenregtelike persentasie gebeurlikheidsgedelde-ooreenkoms, ten einde hulle else in die Hof te laat geld?

ANTWOORD : 100%

VRAAG 2

In watter persentasie van sake wat deur u praktyk hanter word, word 'n gemeenregtelike persentasie gebeurlikheidsgedelde-ooreenkoms gebruik?

ANTWOORD : 100%

VRAAG 3

Indien u gemeenregtelike persentasie gebeurlikheidsgedelde-ooreenkoms gebruik, bepaal u wat die vooruitsigte op sukses is alvorens u so 'n ooreenkoms met die klient sluit.

ANTWOORD : JA

OP VAN ZYL INC
CHARLESSTRAAT 103
BROOKLYN
TEL. 012 460-7060

2008/06/05

0915633095

x 2 x

QUESTIONNAIRE CONTINGENCY AGREEMENTS

Each practitioner involved in litigation is requested to respond promptly to the following questionnaire.

In all claims sounding in money:

1. What percentage of plaintiffs in your practice has a need for assistance by means of a common law percentage contingency agreement, in order to assert their claims in Court? *15%*
2. In what percentage of cases administered in your practice, is a common law percentage fee agreement utilized? *15%*
3. If you utilize common law percentage fee agreements, do you ascertain the success before entering into such agreements with clients? *Yes*

VRAGLYSI OPPERBURLIKHEIDSORDE
OOREENKOMSTE

Elke praktlyk wat by litigasie betrokke is, word vanvinnig op die volgende vrae te respondeer:

Ten opsigte van elke vir geldbedrae:

1. Watter persentasie van klante in u praktlyk behoeft aan 'n gemeenregtlike ooperburlikheidsgeld-ooreenkoms, ten einde in die Hof te laai geld? *In die Hof te laai geld?*
2. In watter persentasie van eake wat deur hanteer word, word 'n gemeenregtlike ooperburlikheidsgeld-ooreenkoms gebruik? *In die Hof te laai geld?*
3. Indien u gemeenregtlike ooperburlikheidsgeld-ooreenkoms gebruik, wat die vooruitsig op sukses is daarvan ooreenkoms met die klient sluit? *Indien u gemeenregtlike ooperburlikheidsgeld-ooreenkoms gebruik, wat die vooruitsig op sukses is daarvan ooreenkoms met die klient sluit?*

(Signature)
B

2012 Feb 10 09:01 AM

Rooth & Weesels Inc 012 346 7614

36/49

Albert Van Zyl Ing/Inc

27137654815
Prokureur, Bondskantoor van Dardparty like Beeldelators
Attorneys, Administrators of Estates and Third Party Claim Holders

WITSEGOET KANTORKOFFISI
Venterstraat 23 Villiersdal
Telfon: (013) 755 4634/5 Telefaks
Faks: (013) 755 4814 Fax
Postbus 19114 P.O Box
19114 VILLIERS 1218 DIE VILLAGE

WITRIVIER KANTORKOFFISI WITRIVIER
John Baard Street 9 John Baard
751914 (013) 755 4654/5
Postbus (013) 755 4814
Postbus 745
WITRIVIER 1240 WITRIVIER

baardvilliers@jive.co.za

Oop Verwyking/Our Reference A.J. VAN ZYL(a)

U Verwyking/Your Reference

8 JUNIE 2008

AANDAG: SUSAN LOUW

DIE DIREKTURUS
PROKUREURSORDE VAN DIE NOORDELIKE PROVINSIES
PRETORIA

PER FAKS: (012) 321

Meneer,

GEMEENREGTELIK PERSENTASIE GEBEURLIKHEIDSGEËLDE

Bogemelde aangeleenthed verwy.

Ter antwoording van die vraelys gedateer 14 Mei 2008:

1. 0% van elser In hierdie praktyk sal nie kan nie as dit nie v
gemeenregtelik percentsasie gebeurlikheidsgedde was nie.
2. 30% van die sake deur ons hanter is daar van so 'n ooreenkoms g
gemaak.
3. Ja, ons bepaal eers dat daar 'n redelike vooruitsig is tot sukses.

Ons vertrou u vind bogemelde in orde.

DIE UWE
ALBERT VAN ZYL ING,

Direktor: Albertus Johannes van Zyl Bokroc

Ref No 200701322727

OB
BB

2012 Feb 10 09:01 AM

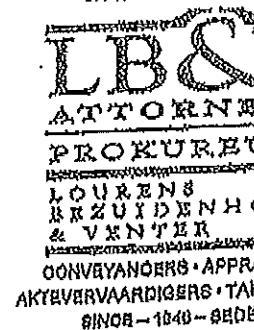
Reoth & Weezael Inc 012 346 7514

37/49

010 462 6168

HILBREN BUILDING/GEBOU
23 ANDERSON STR 23
PO BOX/POBUS 100
KLERKSDORP, 2670

TEL: (018) 462-2741/2/3
FAX: (018) 462-6638
(018) 462-8168 (NAP CLAIMS)
E-MAIL: info@lbyall.co.za
POBOX NO: DX3



DIE PROKUREURSBORDE VAN TRANSVAAL
PER FAKS 012 3217789

Ons Adres Vryheid
Your Address
Date/ Datum

MNR BEZUIDENHOUT/L
DIREKTeur M J B GRO
06 Junie 2008

Geagte mevrae / mevrou

GEMARKEERDE PERSENTASIE GEBEURLIKHEIDSGEELDE

Boegemelde aangeleentheid was ook die e-pos gedateer 14 Mei 2008 maar was ontfang op vervaar.

Geag wens ons soos volg op die vermelde vraeys te antwoord:

1. Dit is ekrywer se ervaring dat alle (100%) van Elsere is ekrywer so praktyk 'n behoefte aan gemeenregtelike persentasie gebeurlikheidsgeld-ooreenkoms. Nie een van die skrywers wat afgeloepé ± 10 jaar, bygestaan en behulpzaam gewees het, met Padongelukfondse elsee, sou die aktiewe proses en gepaardgaande koste aspekte bekostig het nie, en sou dit definitief daardie gehalte, dat was dit nie vir Gebeurlikheidsgeld ooreenkome, hierdie kliënte geen vergoeding en kompenasie sou ontvang het.
2. In alle Padongelukfondse, gehanteer deur skrywer as kantora word uitsluitlik gemaak van Gebeurlikheidsgeld-ooreenkoms.
3. Alvorens enige Gebeurlikheidsgeld-ooreenkoms, met 'n kliënt aangegaan word, word 'n formele morale ondersoek gedoen, om die vooruitligte op sukses te bepaal. Dit bestaan uit 'n gesprek van die ongelukstoneel, naam van fotoe, verkrywing van verklarings van opdrag, beoordeling van aanvanklike gedokumenteerde beserlings ens. Na sodanige ondersoek word daar dan 'n geskrewe Gebeurlikheidsgeld-ooreenkoms met die kliënt gesluit. Bovarmelde onderzoeks word deur die kliënt aangevaar. Die kliënt moet daar nie 'n vooruitligting op sukses in die geskrewe ooreenkoms gevind nie. Skrywer het gevind dat die algemene publiek glad nie ingelig is nie, tot welke stappe geneem moet word, ter versekeriging van getuenis, en is dit derhalwe om sodanige ondersoek spesiale te doen selfs al eindig dit onsuksesvol. Sodanige onderzoeks word deur die kliënt behoorlik en ingelig te adviseer, rakende die vooruitligting van sukses, sonder om homself of sy firma bloot te stel aan natigheid waans die voorstelling van verkeerde regsaadles.

One hoop u vind dit so in orde en sal graag in die toekoms wille mee maak met gesprekke oorvermelde onderwerp.

Partner/Vennoot: GARY LOURENS • Richter/Henrik Bruxvoordhuis • Pieter Jozannes Loubser
Assisteert By: Lizele Van Der

2012 Feb 10 09:01 AM

Rooth & Wessels | no 012 346 7514

30/49

018 462 6158

**Die Uitgawe van
LOKALE BEZUIDENHOUT & VENTER
oor**

NGERER · STRUWIG · HATTINGH
LITIGATION ATTORNEYS

Partners
 Marshall Andrew B.P.100
 Jonathan Limpopo B.Com, LL.B
 Reynardus van Riebeek B.Com, LL.B

Associate Law
 Trishna Chetty B.Com, LL.B
 Christopher Maynard B.Com, LL.B
 Pieter du Plessis B.Com, LL.B

Counsel & Clerks
 Monique Maboyana, B.Com
 Constance Maboyana, B.Com
 Helene Chikwane, B.Com

You're welcome
 Our office: 1010 NQERER/00

6 June 2008

THE DIRECTOR
 LAW SOCIETY
 NORTHERN PROVINCE

REF ID: 012-621-7738

Dear Sirs,

COMMON LAW PERCENTAGE CONTINGENCY FEES

The office is a member of SAAFile and has been requested to respond to the question which was mentioned to your letter of 14 May 2008.

In Part Elizabeth we are practising under the umbrella of The Cape Law Society who does not endorse common law contingency fees.

For that reason we would prefer not to commit ourselves by responding to the questionnaire for that purpose. We can say that should our clients be offered a choice of options we would opt for a common law percentage contingency agreement.

We also make bold to say that we are one of the biggest Plaintiff lawyers in the Cape.

OB
B

2012 Feb 10 09:01 AM

Rooth & Wessels Inc 012 346 7814

40/49

We apologize that we are not be of greater assistance to you.

You can contact:
UNIVERSITY OF HATFIELD
HATFIELD,
P.O. BOX 2000,
012 346 7814
FAX: 012 346 4026

Per
HANS VAN DER
HANSDV@UH.HP.CC.ZA

OB
D

2012 Feb 10 09:01 AM

Rooth & Wessels Inc 012 346 7514

41/49



FACSIMILE TRANSMITTAL SHEET

TO: <u>Susan Woods</u>	FROM: <u>Hester Peter</u>
COMPANY: <u>LSPN</u>	DATE: <u>6/6/08</u>
FAX NO: <u>012 321 7733</u>	TOTAL NO. OF FAXES INCLUDING COVER
PHONE NUMBER:	<u>10</u>
YOUR REFERENCE:	<u>CONTINGENCY</u>
<input type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input checked="" type="checkbox"/> PLEASE FAX ON	

MESSAGE (if any)

Enclosed herewith copies of answers received I will fax again to you when we receive more replies.

Cards
Hester

Monique Woods
Consultants De la Vilan / Fran Gvetsas
Office Manager Dora Angelou

Tel (011) 380 9780 Fax (011)
1st Floor Stone Bridge Ho
Stonemill Office Park 288 A
Dartmoor Hendberg 2180
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2012 Feb 10 09:01 AM

Rooth & Weesels Inc 012 346 7514

42/49

lor & Associates

Karin Haneko

Mélique Woods De Vries & Grootenhuijs
Per Telefax 011 380 3780

Near Hester

Q&A QUESTIONNAIRE

With regard to the questionnaire I wish to reply as follows:-

1. 80 - 95%;
 2. Being Under the Law Society of the Cape of Good Hope we adhere to contingent fee agreement and have clients sign an agreement in terms thereof;
 3. Yes.

I believe you should be asking another question as to the amount each particular law firm has disbursed to assist clients to run matters on a contingency basis, present our firm has disbursements in an amount of over R9.2 million in regard. Surely, if law firms are disbursing such large amounts in disbursements which includes paying certain experts for medical legal reports, then they are certainly entitled to a success fee at the end of the day. I hope this is assistance.

Yours faithfully
A BATHSHEBA & ASSOCIATES

(Direct West 089 007 0794)

176 *Journal of Health Politics*

(8) Rev. FEB 080 007 0734

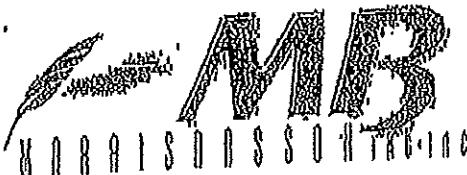
A Falothor & Associates
VAT Registration No. 4830 200 140
Pristine | A W Falothor & Associates Ltd. | 9 Hanover Place, London, WC1N 1AA
Professional Accountants | E: H. L. Lomax Ltd. | O: 0181 860 0000

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MARIA & BASSON WITH.



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One Year / Our Ref:
MR BASSON LIESL
DIRECT LINE: 012 348 8306
DIRECT E-MAIL: jiesl@maraisbasson.co.za

U verw/Your Re

MJS GRC

8 June 2008

The Law Society of the
Northern Provinces
Per fax
012 321 7733

Dear Sir / Madam,

RE: CONTINGENCY FEE AGREEMENT QUESTIONNAIRE

Your fax/fax dated 14 May 2008, refe...

Our firm specializes in personal injury claims. 90% (NINETY PERCENT) of our clients thereof and of this, 90% (NINETY PERCENT) consists of motor vehicle accident related claims.

Our clients are mostly indigent people (90%) and cannot afford to pursue their claims to obtain fair and reasonable compensation. (Especially High Court quantum).

As most experts demand payment of their reports and x-rays with delivery, it usually be the end of the road for him / her.

Even the small percentage of clients who possibly have the financial means to pursue their claims, when given the choice of a contingency agreement, opts for the latter reason being a natural reluctance to incur disbursements where the outcome of the case is uncertain.

Uncertainty caused by bad publicity of the Road Accident Fund and meritless responsive cases.

Prokureurs, Notaries, Beeldhouwers en Aanwesen | Attorneys, Notaries, Administrators of Estates

Prokureur | Director : JG Marais, MA Viljoen | MA Basson | B.Gomm | LLB | SP Basson | B.Pros.
In assoc met | with : CA Venter | M.Pol.Dip | B.Pros | LLB

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MARIA'S & BASSETT WITH

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With High Court trial dates being as much as 26 to 30 months in the future, having and quantum separated causes unacceptable delays in finalizing matters.

Attorneys, like ourselves, take reasonable risks in financing the medico-legal whilst merits have not been determined or settled. If such a case is lost and client being indigent, great losses are experienced as the disbursements (paid attorneys) cannot be recovered.

Merits are in some cases settled with the Road Accident Fund and only the quantum cases are heard in the High Court. This is mainly due to the lack of expertise specialized knowledge on the side of the Road Accident Fund claims handlers. On the other hand, having two legal teams agree or having a Court Order set out the quantum, removes the risk of underestimating the case.

The common law contingency fee agreement, apart from giving indigent people access to justice (especially the High Court) also simplifies the difficult fee structures common with attorneys practices. Since 2003, after the common law contingency fee agreement was accepted, we have not had one client that was dissatisfied with fees.

At the last AGM of the JAA, Mr Modise (CEO of the RAF) complained that the Accident Fund had to pay out more funds due to the contingency fee agreement between Attorney and Client. This goes to show that just and fair compensation is obtained now because of the common law contingency fee agreement.

In short, the answer to the questionnaire is:

1. 90% (NINETY PERCENT);
2. 90% (NINETY PERCENT);
3. Seldom, because the common law contingency fee agreement is entered in matter of course (clients are usually indigent).

Yours faithfully
MARIA'S BASSETT INC.

cc: SAAPIL,
 PER FAX 011 476 4826

Prokuraars , Notaries , Beeldselsvelders / Attorneys , Notaries , Administrators of Estates

Direktaars | Directors : JG Marais - 'B.A.'U.B | MA Basson - 'B.Colin' 'L.B | RP Basson - 'B.P/oo
 In ses metjie with I DA Verster - 'Pol.Dip' 'B.Proof' 'L.M

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QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTSVRAELYSI: GEBEURLIKHEIDS
OOREENKOMSTE

Each practitioner involved in litigation is requested to respond promptly to the following questions:

1 all claims sounding in money:

- What percentage of plaintiffs in your practice has a need for assistance by means of a common law percentage contingency agreement, in order to assert their claims in Court?

In what percentage of cases administered in your practice, is a common law percentage contingency fee agreement utilised?

If you utilise common law percentage contingency fee agreements, do you ascertain the prospects of success before entering into such agreements with clients?

Elke praktyk wat by litigasie betrokke is,
vinnig op die volgende vrae te reageer:

Ten opsigte van elke vir geldbedraai

1. Welke persentasie van klante in u behoeft een 'n gemeensreglike gebeurlikheidsgelde-ooreenkoms, ten in die Hof te laet geld? 70%
2. In watter persentasie van sake wat hanter word, word 'n gemeensreglike gebeurlikheidsgelde-ooreenkoms gebu-
3. Indien u gemeensreglike gebeurlikheidsgelde-ooreenkoms te getrek, wat die vooruitsigte op sukses is vir ooreenkoms met die klient sluit? ✓



2012 Feb 10 09:01 AM

Rooth & Wessels Inc 012 346 7614

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HAUPTFLEISCH
ATTORNEYS

DIE PROKUREURSORDÉ VAN DIE NOORDELIKE PROVINSIES
PER X-POS director@hauptfleisch.co.za
ASOOK PER TELEFAKSI (012) 321-7783

Date
11 MAART 2008 Year Date
2008-06-10

Regering
GEMEENREGTELIKE PERSENTASIE GESEURLIKHEIDSGELDE VRAELYS

1. Ons verwys na u skrywe gedateer 14 Mei 2008, inhoud waarvan verneem is.
2. Hierby lugesjufft vind die voltooide vraelys soos versoek.

**DIE OWE
HAUPTFLEISCH ATTORNEYS**

Poet FM VAN ZYL

Hauptfleisch Incorporated
Reg No 2003/007009/21 · Previous known as Smit Hauptfleisch Attorneys
Telephone (011) 782 2221 · Facsimile (011) 782 2492 · Email general@hauptfleisch.co.za
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PO Box 6607 Cresta 2118, South Africa
Website www.hauptfleischattorneys.co.za · Office: 103 Johannesburg
Director Poet Hauptfleisch, FM van Zyl, R Jooste, CJ Scheepveld

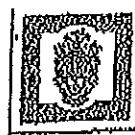
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VRAELYSI
GEBEURLIKHEIDS-GELEID-OOREENKOMSTE

Elke praktiese wat by uitgaai betreklike is, word versoek om vinnig op die volgende vrae te responde.

Tam opsigte van die vir getabiedraai:

1. In watter persentasie van diens is u praktiese heel 'n behoefte aan 'n gemeenregtelike persentasie gebeurlikheidsgelde-ooreenkoms, ten einde hulle also in die Hof te laai geld?

Antwoord Afval

2. In watter persentasie van diens wat deur u praktiese handeer word, word 'n gemeenregtelike persentasie gebeurlikheidsgelde-ooreenkoms gebruik?

Antwoord 90%

3. Indien u gemeenregtelike persentasie gebeurlikheidsgelde-ooreenkoms gebruik, bepaal is wat die vooruitsigte op sukses is daarom u so 'n ooreenkoms met die klient sluit?

Antwoord Ja

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012 0117822432

KRUGER
Attorneys / P

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Direct Fax: 086

Office Ho
08h00 to 13
14h00 to 16

director@lenn.org.za

Our ref:	Your ref: Date:
<u>MK/pd</u>	06/06/2008

Dear Sir / Madam

RE : **CONTINGENCY FEE AGREEMENT RESPONSE**

I respond to the questionnaire as follows:

Ad 1 - 98% of Plaintiffs

Ad 2 - Nil. This is because the Cape Law Society does not accept the needs of the poor or even the middle class in this type of matter.

Ad 3 - This is not applicable as the Cape Law Society does not permit this type of contingency arrangement.

Yours faithfully

KRUGER & CO

Per:

M KRUGER

KRUGER&CO INC NO: 2001/013410/21
DIRECTOR: M Kruger BA LLB

ASSOCIATES: N K Haupt BA LLB & J. G Kolder B Proo, Dip LR, E.M. Ackermann B Proo,
assisted by T Nolwana B Proo, & W Bothendag B Jur LLB (Unies)

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QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTS

Each practitioner involved in litigation is requested to respond promptly to the following questions:

In all claims sounding in money:

1. What percentage of plaintiffs in your practice has a need for assistance by means of a common law percentage contingency agreement, in order to assert their claims in Court?
2. In what percentage of cases administered in your practice, is a common law percentage contingency fee agreement utilised?
3. If you utilise common law percentage contingency fee agreements, do you ascertain the prospects of success before entering into such agreements with clients?

VRAEELYSI GEBEURLIKHEIDSGEEL OOREENKOMSTE

Elke praktyk wat by litigasie betrokke is, word vinnig op die volgende vroeë te reageer:

Ten opsigte van elke vir geldbedrae:

1. Watter persentasie van elers in u praktiese aan 'n gemeenregtelike gebeurlikheidsgedekte-ooreenkoms, ten einde in die Hof te laet geld? **95%**
2. In watter persentasie van enkele wat de handteer word, word 'n gemeenregtelike gebeurlikheidsgedekte-ooreenkoms gebruik
3. Indien u gemeenregtelike gebeurlikheidsgedekte-ooreenkoms gebruik, wat die vooruitgang op stuksaes is alvo ooreenkoms met die klient sull?

Ja.

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2008 09/04 FROM MR. PROKURERUS A

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