

## IN THE HIGH COURT OF SOUTH AFRICA

## GAUTENG DIVISION, PRETORIA



Case No.: 61790/12

In the matter between:

LAW SOCIETY OF THE NORTHERN PROVINCES

Applicant

and

JENNIFER GRAHAM

First Applicant in the main application

MATTHEW GRAHAM

Second Applicant in the main application

ROAD ACCIDENT FUND

Intervening Third Applicant in  
the main application

RONALD BOBROFF &amp; PARTNERS INC

Second Respondent in the main  
application

RONALD BOBROFF

Third Respondent in the main application

DARREN BOBROFF

Fourth Respondent in the main application

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**CONFIRMATORY AFFIDAVIT**

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I, the undersigned,

*Darren Bobroff*

BP

do hereby make oath and state the following:

1. I am an adult male admitted attorney practicing as such as a Co-Director and Partner of Ronald Bobroff & Partners inc. at 37 Ashford Road Rosebank.
2. The facts contained herein are within my personal knowledge and are, to the best of my knowledge and belief, both true and correct, unless appears otherwise from the context.
3. I have read the answering affidavit of Mr. Ronald Bobroff and confirm the contents thereof insofar as they relate to me.



D. BOBROFF

Thus done and signed before me at Johannesburg on this the 15<sup>th</sup> day of January 2016, by the deponent who has stated that he:

1. knows and understands the contents hereof and this it is true and correct;
2. has no objection to taking the prescribed oath; and
3. regards the prescribed oath as binding on his conscience.

Signed before me,



**COMMISSIONER OF OATHS**

**Bianca Da Costa**  
Commissioner of Oaths- Officio  
Practising Attorney  
DRSM Attorneys  
38 Bolton Road, Corner 4th Avenue  
Rosebank, Johannesburg  
Tel: 011 447 8478

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**SUPPORTING AFFIDAVIT**

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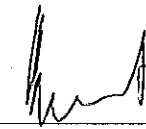
I, the undersigned,

*Stephen Derek Bezuidenhout*

BP

do hereby make oath and state the following:

1. I am an adult male admitted attorney practicing as such as a Co-Director and Partner of Ronald Bobroff & Partners inc. at 37 Ashford Road Rosebank.
2. The facts contained herein are within my personal knowledge and are, to the best of my knowledge and belief, both true and correct, unless appears otherwise from the context.
3. I have read the answering affidavit of Mr. Ronald Bobroff and support the contents thereof insofar as they relate to me.



S.D. BEZUIDENHOUT

Thus done and signed before me at Johannesburg on this the 15<sup>th</sup> day of January 2016, by the deponent who has stated that he:

1. knows and understands the contents hereof and this it is true and correct;
2. has no objection to taking the prescribed oath; and
3. regards the prescribed oath as binding on his conscience.

Signed before me,



**GREG VERMAAK**  
Commissioner of Oaths  
Practising Attorney R.S.A.  
151 Oxford Road,  
Parkwood  
Tel: (011) 447-3690/3721/3968

COMMISSIONER OF OATHS

BB

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## WEBBER WENTZEL

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Rooth & Wessels Inc

Per email: [andre@roothwessels.co.za](mailto:andre@roothwessels.co.za)

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Date

07 September 2015

Your reference

Mr A Bloem/ms  
B30479

Our reference

Mr D R Scholtz/jhs  
2235462

Dear Sirs

Jennifer and Matthew Graham v The Law Society of the Northern Provinces, Ronald Bobroff & Partners Inc ("RBP") and others - North Gauteng case no. 61790/12

1. As you are aware, we represent RBP and Messrs Ronald Bobroff and Darren Bobroff in these proceedings.
2. Our clients respect the judgment of Murphy J. Accordingly our clients want to co-operate and be transparent. Our clients have no difficulty whatsoever with their billing system and practices being subjected to objective and impartial analysis.
3. Accordingly, our clients tender for inspection all their accounting records at a time convenient to the agents of the Law Society.
4. Please communicate with the writer or Mr Ronald Bobroff to make arrangements for the contemplated inspection.

Yours faithfully



WEBBER WENTZEL

David Scholtz

Consultant

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Senior Partners: JC Els Managing Partners: SJ Hutton Partners: RB Africa HG Alp OA Ampofo-Anti RL Appelbaum BA Baillie JM Bellew AE Bennett DHL Booysen AR Bowley PG Bradshaw EG Brandt JL Brink S Browne MS Burger RS Coelho KL Cellier KM Colman KE Coster K Couzyn CR Davidow JH Davies ME Davis PM Daya JHB de Lange DW de Villiers BEC Dickinson MA Diemont DA Dingley KZ Dlothi G Driver HJ du Preez CP du Toit SK Edmundson AE Esterhuizen MJR Evans AA Felekis GA Fichardt JB Forman MM Gibson H Goelam CI Gouwis JP Gouwis PD Greeff A Harley VW Harrison JM Harvey MH Hathorn JS Henning KR Hillis HA Hlatshwayo XNC Hlatshwayo S Hockey CM Hoffeld PM Holloway HP Human AV Ismail KA Jarvis ME Jarvis CM Jonker S Jooste LA Kahn M Kennedy A Keyser MD Kotia J Lamb PSG Leon PG Leyden L Marais S McCafferty MC McIntosh M McLaren SI Meltzer SM Methula CS Meyer AJ Mills JA Milner D Milo NP Mngomezulu LA Morphet VM Movshovich M Mtshali SP Naicker RA Nelson BP Ngoepe ZH Ntshona MB Nzimande L Odendaal GJP Olivier H Paige AMT Pardini AS Parry S Patel GR Penfold SE Phajane MA Phillips C Pillay HK Potgieter S Rajah D Ramjattan HJA Robb DC Rudman M Sader JW Scholtz KE Shepherd DMJ Smaen AJ Simpson J Simpson H Singh MP Spalding L Stein PS Stein LJ Swaine ER Swanepoel Z Swanepoel A Thakor A Toefy PZ Vanda SE van der Meulen ED van der Vyver M van der Walt N van Dyk A van Niekerk MH van Schaardenburgh JE Veeran D Venter B Versfeld MG Versfeld TA Versfeld DM Visagie J Watson JWL Westgate KL Williams K Wilson RH Wilson M Yudaken Chief Operating Officers: SA Boyd

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Middle Temple and SA Conference, September 2010

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## The rule of law under a written and unwritten constitution

### Costs

In this issue we publish two papers delivered at the Middle Temple and SA Conference dealing with costs.

- Reform of the cost regime – a South African perspective by Justice Malcom Wallis, Judge of the Supreme Court of Appeal
- The reform of the costs regime by Lord Justice Jackson

# Reform of the costs regime

## – a South African perspective

BY JUSTICE MALCOLM WALLIS, JUDGE OF THE SUPREME COURT OF APPEAL

It would make a refreshing change if we could discuss questions of costs without saying that, unless they are very rich or can obtain some form of legal aid, people are denied access to justice. It would also be refreshing if the words 'disproportionate', 'billable hours' or 'over servicing' did not enter the conversation, but that never seems to be the case. The theme of access to justice and the perception that legal costs are too high are always central to any discussion on costs. This is so even though the number of lawyers is growing exponentially and our law faculties are flooded with students, many of whom cannot find a place within the profession. But that is never raised in these discussions. Yet the most basic of all economic laws – that of supply and demand – would suggest that introducing more and more lawyers in the legal system should drive the price of legal services down to more affordable levels and make significant inroads into the problem of access to justice. It may be helpful to explore why this is not the case.

The two problems of costs and entry to the profession are usually dealt with entirely separately. When I was chairman of the Bar and serving on international legal bodies both were ongoing subjects of discussion. On the costs side an enormous amount of time is spent trying to simplify legal processes on the basis that if lawyers

are expensive we will give them less work to get rich on.<sup>1</sup> At the same time a good deal of energy and imagination is devoted to devising ways in which people can gain access to legal services that they cannot afford or, even if they can, not at a cost they are willing to incur. Legal aid, judicare, pro bono services, and ingeniously structured fee agreements seem to be the grist to this particular mill. On the side of entry to the profession in the last twenty years or so universities have enrolled a lot of law students as a cheap way of increasing government funding, which is then used to cross-subsidise more expensive faculties, and students see law as a way to acquire both a degree and (they believe) well-paid employment in a difficult environment for finding jobs.

The profession insists that practical experience and training are essential to the practice of law, but is increasingly unable to find the capacity to provide that training by way of what we call articles for candidate attorneys and pupillage for barristers. Whilst our situation at the Bar is not I suspect quite as dire as that in England, where apparently only one in six of those who pass the Bar vocational course find a place in chambers and places in solicitors' firms are extremely hard to come by, we are already limiting the numbers who can undertake pupillage and it is notorious that many graduates are unable to obtain articles.<sup>2</sup> The end result is that we spend very large sums of public money training young

lawyers at university and they are then unable to find a place in practice.<sup>3</sup>

Despite this the profession has expanded markedly.<sup>4</sup> However this has not, as one might have expected, resulted in increased competition and (making allowance for inflation) lower fees. The explanation seems to lie largely in two areas. First, there is the impact of technology that has increased the burdens and demands of practice with the result that more work has to be done to handle the same number of cases. Instant communication demands instant responses and it is not uncommon for a busy attorney to receive 50 or 100 e-mails a day with an expectation on the part of clients that there will be an immediate response. Also clients make more frequent demands for reports on their cases. Firing off an e-mail is quicker and simpler than writing a letter or even making a phone call, so many more are sent. Phone calls and sms messages are incessant in the era of the mobile phone and the ubiquitous Blackberry. Electronic production and copying of documents ironically increases the burden of paperwork in the era of the paperless office and we see this daily in lengthy papers and enormous discovery affidavits and trial bundles that clog our courts. This requires more administrative staff and more professional staff in order to service the same case and the same client, inevitably at much greater cost.

Second, the sheer volume of the law and

ocean in addressing the demand for legal services at the lowest end of the financial spectrum, because this is a classic instance of cross-subsidisation. The high value work

*The attitude is that reflected in one judge's description of counsel's argument as 'leaving no stone or any part thereof unturned.'*

must continue in order to meet the costs of the free work and with many small firms of lawyers and those at the Bar who are already struggling to make ends meet, pro bono work is a luxury they can ill afford.

Ultimately I believe that there will always be an unsatisfied demand for legal services and there will always be good cases that are not brought to court and good defences that are not advanced because of the inability of people to fund or obtain funding for the proceedings. We can facilitate access to justice by way of endeavours to reduce levels of costs by simplifying procedures, better case management and contingency fee agreements. It would be a work of supererogation for me to try in a short paper to reprise what Lord Justice Jackson has already done. I make only a few comments from our domestic experience. Contingency fee agreements have been relatively successful in South Africa in making personal injury litigation available to even the very poor in our community. Whilst we have a statute that regulates this topic<sup>15</sup> it is badly drafted and generally ignored by the attorneys who act on a contingency. In practical terms these attorneys conduct litigation on a 'no win, no fee' basis where, at the successful conclusion of a case, they will tax a conventional bill of costs (which covers a fair proportion, but not all, of their disbursements) and charge over and above that a proportion, usually 25% though sometimes less with small claims, of the damages recovered. The latter fee is not recoverable from the other side. Whilst there are occasional complaints of over-reaching in these arrangements by and large they appear to work well and people are willing to sacrifice part of their damages in return for making some recovery.

In regard to court procedures I have little doubt that measures to speed up cases by simplifying procedures can reduce costs simply because they involve less work and therefore fewer billable hours. However I am sceptical of achieving this through the front-loading of costs by way of detailed pre-action procedures and by shifting the

taking of evidence towards written witness statements. Not only does this make proceedings more costly as noted by Lord Justice Jackson but in a country such as ours where there are wide differences between the quality of legal practitioner available to the well-resourced and those available to ordinary people it has the potential to work in-justice, because the one side's lawyers are better resourced

and more adept at giving evidence than those of their opponents. And we need to acknowledge that when evidence is reduced to writing it is the lawyer's voice that we are hearing not that of the witness.<sup>16</sup>

Lastly if something can be done to break the near universal reliance on charging by time, particularly by attorneys, but increasingly by counsel, that would be a good thing. Our courts have bemoaned it as a basis for charging fees, describing it as putting a premium on slowness and inefficiency.<sup>17</sup> It started as a way in which clients could monitor the costs charged to them. It has become routine because it is easy to calculate (especially if the hour is 6, 10 or 20 minutes, which is how most law firms calculate them) and I would suggest profitable when law firms demand anywhere from 1500 to 2200 billable hours annually from professional staff at the junior and middle levels.<sup>18</sup> Clearly it provides a perverse incentive to the lawyer to manipulate the time spent on a case and I was always amazed in practice by the number of hours my juniors would claim to have spent on a draft prepared for my consideration. The problem is that the practice is well nigh universal, although my information from speaking to the managing partners of leading firms is that it is highly unpopular with clients and a constant source of disputes over fees especially in litigation. Even experienced costs judges admit to difficulty in keeping the number of hours claimed in check when looking back over a case. How much less qualified is the litigant who is facing a bill calculated on an hourly basis irrespective of how much can be recovered from the other side? There can be little doubt that it increases costs and inhibits access to justice.

In this country hourly rates are used only to a limited extent in the taxation of bills of costs,<sup>19</sup> and a menu of tariff items is specified in the rules of court. However that creates the problem of keeping the tariff up to date with

the result that recovery is usually limited to 50 or 60% of the actual cost to the client. There is the further problem of the artificiality of determining the value of work on a basis wholly different from that actually used as between the attorney and its client. However if hourly rates are introduced into the taxation process, as I understand happens elsewhere, the rates used are likely to be based on those charged in practice, which effectively endorses the current level of attorneys' charges. The one glimmer of light on this particular horizon is that it appears that the customers are beginning to revolt. Articles in journals and professional magazines note that corporate counsel are increasingly demanding that work be charged on a fixed rate fee basis agreed at the outset of the instruction.<sup>20</sup> I suspect that the problem of hourly rates is more likely to be resolved in the marketplace than by intervention from the side of the courts

Reverting to my basic theme, however, it seems to me that all these reforms and adjustments address the problems only at the margins rather than bringing about a sea change in the level of costs and the ability of ordinary people to obtain access to justice at affordable prices. It is undoubtedly helpful to allow some form of regulated contingency fee arrangement and experience suggests that clients are prepared to accept some diminution in the award rather than forego their claim entirely, although one suspects that at the lowest level some people will regard their claims as no longer worth pursuing. To permit some funding of litigation by outside funders is also a good idea although it is likely to be restricted to a limited range of cases from which a profit can be expected and the ethical implications are potentially troublesome. As Baroness Deech points out in her paper 'we have yet to work out the reconciliation of consumerism and ethics' in this and many other spheres.

It is also helpful to look at the impact of issues of cost shifting in areas such as judi-

*To permit some funding of litigation by outside funders is also a good idea although it is likely to be restricted to a limited range of cases from which a profit can be expected and the ethical implications are potentially troublesome.*

cial review. Our own experience in labour cases, where adverse costs orders are rare

RB4

23 February 2011



Mr S A Thobane  
THE LAW SOCIETY OF THE NORTHERN PROVINCES  
PO Box 1493  
PRETORIA  
0001

By E-mail; communications@lsnp.org.za; director@lsnp.org.za

Dear Mr Thobane

**MEDICAL AID / ROAD ACCIDENT FUND CLAIMS**

- 1 We refer to your "urgent notice to members" of 1 February 2011 (the LSSA notice), our 2 February 2011 request for information and a meeting (our request) and your response of 17 February 2011 (the LSSA rejection).
- 2 We respond at this time only to parts of the LSSA notice and rejection; whilst denying the others.
- 3 Discovery disputes the advice in and alleged motivation for the precipitous, damaging LSSA notice. Your belated, defensive rejection of our request – which avoids every Discovery inquiry – reinforces the impression that something is amiss. The Society is again invited to dispel the impression by correcting its advice in the LSSA notice and by playing open cards about how it arose. In the interim all Discovery's rights are reserved.
- 4 It is evident from the LSSA notice that at the start of February 2011, when it gave urgent advice to attorneys without seeking medical scheme input, the Society confused ordinary contractual insurance with statutory / regulatory medical scheme membership. In particular, the Society was unaware or failed to inform attorneys:

155 West Street, Sandton; PO Box 786722, Sandton 2146, Tel 0260 99 88 77 or 033 123 8977 (Client Services), (011) 529 2838 (Switchboard); Fax (011) 539 2958; www.discovery.co.za

Directors: M H Kowitz (Chairperson), A Golea (Group CEO), Dr I Grossman (g CEO), Dr D A Bosh, P Cooper, S B Epstein (USA), R Fader\*, H D Jansen\*, H S Jansz\*, Dr T V Kijl, H P Jagers\*, V Kofman\*, A L Oyen (UK), A Pelsma\*, J M Robertson\* (CEO), S E Scholte, T Shoben, R Swenlheng\*, Dr P M Thall, S V Zkwa (\*Executive), Secretary: M J Dello.

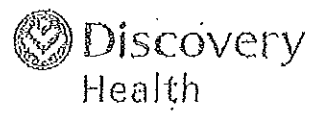
Discovery Health (Pty) Ltd, registration number: 1997/013420/09  
An Authorised Financial Services Provider

2010/06

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25.2 Which members of the Society were involved in any way in the meeting(s) / deliberation(s) referred to in paragraph 25.1 above? And which members were involved in formulating and/or settling the LSSA rejection?

26 Should you remain of the view that Discovery is entitled to none of the information called for above, kindly provide us with your considered basis for this view so that we may address it in the PAIA notice / application which will follow.

27 Meanwhile we advise that Discovery is suffering ongoing, mounting harm as a result of the Society's failure to date either to withdraw or to correct the LSSA notice circulated at the start of the month. We confirm that, since the LSSA notice Discovery has recovered less than 25% of its usual recoveries of past medical expenses for a corresponding time period. Discovery knows of no other factor of significance that may account for this drop-off in recoveries and concludes that it is attributable to the LSSA notice. Indeed many firms of attorneys -- including Ronald Robroff & Partners -- have in recent weeks relied on the LSSA notice as the basis on which they or their clients are withholding amounts due to the scheme. (In this regard we annex RBP's telefax dated 23 February 2011 addressed to clients who are members of Discovery.) Discovery's rights in regard to losses caused by the LSSA notice are reserved.

28 We look forward to your urgent response.

Yours faithfully,

Jeff Katz  
Discovery  
Tel no: 011 529 5143  
Fax no: 011 539 5144  
E-mail: jeffreyk@discovery.co.za

155 West Street, Sandton: PO Box 736722, Sandton 2146; Tel 0800 99 89 77 or 083 123 0577 (Client Services),  
(011) 529 2628 (Switchboard); Fax (011) 539 2958; www.discovery.co.za

Directors: M H H Kowitz (Chairperson), A Gore (Group CEO), Dr J G Mookeng (CEO), Dr D A Bink, P Cooper, S B Epstein (USA),  
R Forbes, H D Khatun, H S Koozeali, Dr T V Mphahlele, H P Mnyoni, V Mufamadi, A L O'Brien (UK), A Pelland,  
J L Robertson (CEO), S C Schabas, F Stubbart, B Swartburg, Dr P M Tladi, S V Zwafer (\*Executive). Secretary: M J Ollis.

Discovery Health (Pty) Ltd, registration number: 1997/013480/07  
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RBS 242





Gauteng High Court to discuss matters of mutual interest as well as to discuss the possibility of formulating guidelines as well as criteria to be used when members are sought to undertake acting appointments as Judges.

The Committee so tasked did formulate some criteria which has been made known to the members. The idea was that a panel of members who were in good standing and who, according to the set criteria, were eligible for appointment to the Bench, was to be formulated and be made available to the Judiciary for purposes of making such appointments. The response from members in this regard has been overwhelming. We remain committed to a process that is clear and unambiguous, that is transparent and that is aimed at facilitating the process of affording our members an opportunity to serve the country, albeit in a different manner.

### Access to Justice Conference

The immediate past Chief Justice, Justice Sandile Ngcobo, who was a guest speaker at the 2010 annual general meeting caused a conference to be convened which was to deal specifically with access to justice. This conference, which I had the privilege of attending, was a huge success and credit must accordingly go to Justice Ngcobo for bringing all three arms of the Government together for the first time in the history of South Africa, to deal with problems in the justice system. Guests from throughout the world lined up along local stakeholders to share their experiences about how best access to justice can be enhanced. All efforts that are aimed at improving the administration of justice are to be supported and the profession did undertake to play its role. In my view, nothing illustrates better what access to justice is all about than an extract of the speech that Justice Ngcobo delivered at the conference when he said *"we owe the people of South Africa a justice system that is just in the result that it delivers, that is fair to all litigants regardless of their station in life, that is inexpensive, that delivers results in the shortest possible time, that people who use it understand, that responds to their needs, that is effective. To be effective it must be adequately resourced"*.

Two key areas identified at the conference that can impact positively on the type of justice system referred to by Justice Ngcobo were case flow management as well as electronic filing. There was deserved criticism of lawyers that take advantage of the inherently adversarial system of law that we have at the expense of the public as well as their use of procedural manoeuvring above the search for the truth. There was general agreement that in jurisdictions where the pace of litigation was controlled by the Judiciary, pre-trial and trial delays were minimised and there were significant cost savings on the part of the litigants. The benefits of electronic filing were laid bare and the Constitutional Court was cited as an example in that documents are required to be filed both in hard copy and electronically, resulting in the Justices being able to access Court documents from anywhere in the world. We have committed to making our contribution to the attainment of a truly efficient justice system, in line with the Constitution.

### Fee Agreements

Soon after the conference the North Gauteng High Court introduced a new Practice Manual. The manual dealt with some of the measures discussed at the Access to Justice Conference that were aimed at speedy resolution of disputes and allowing the Judiciary to dictate the pace of litigation. Following this introduction we were inundated with complaints from members about the directive requiring practitioners to disclose their fee agreements or to depose affidavits that no fee agreements were in existence. The Council took the view that the directive bordered on encroachment into the arena of attorney and client. A meeting was held with the Deputy Judge President of the North Gauteng High Court during which it became evident that litigation was inevitable.

We have previously communicated with members about common law percentage fee agreements and have given guidelines about what the Council would consider such an agreement. We plan to do everything in our power to ensure that when issues around the common law fee agreements are litigated upon, the interests of our members are protected. Intertwined with the interests of our members, are the interests of the public for whom the common law fee agreements provide access to justice. This cause is worth fighting for and neither effort nor resource will be spared.

### Finances of the LSNP

The global economic meltdown that put the entire world economy on a new trajectory a couple of years ago dealt a huge blow to the finances of the LSNP. Let me assure members that the finances of the LSNP are handled diligently and that there is independent external oversight. Annually the budget of the LSNP is prepared, adequately debated and approved. It was during these debates that it became clear, this having being projected in the previous year, that there was expected to be a huge deficit in the finances of the LSNP. A Budget Committee was put in place by the Council and its mandate was to look through the capital income and expenditure budget and make proposals to the Council as to what cost reduction measures were to be adopted.

tydelike maatreël. NADEL en ander engelssprekende raadslede het dit ondersteun.

Die Voorsitter het egter besluit dat vanweë die uiteenlopende standpunte wat gestel is, die Instansies wat by die LSSA verteenwoordig is, dié saak weer onderling moet bespreek en dat die aangeleentheid moet oorsaak tot die volgende vergadering op 30 Julie 2002.

Intussen het die Raad van die Prokureursorde van die Noordelike Provinsies ook die aangeleentheid bespreek op 21 Junie 2002. Aangesien die BLA gebonde is aan die standpunt van hulle nasionale verteenwoordigers, kon daar nie eenstemmigheid hieroor bereik word nie maar Raadslede het behoorlike geleentheid gekry om hulle standpunte te stel.

In hierdie tydperk waarin ons probeer om 'n *Wet op Regspraktyk* daar te stel wat eenheid in die professie en die belange van prokureurs sal bevorder, kan ons nie verdeeldheid oor taakverwysings bekostig nie.

**JAN STEMMETT**  
PRESIDENT

## WEER IETS OOR UITSLUITING VAN AANSPREEKLIKHEID EN STARE DECISIS

In die Junie 2002-uitgawe van *Ordennuus* op bladsy 8, bespreek ek die uitspraak van die Hof in die saak van *STRYDOM V AFROX HEALTHCARE BEPERK [2001] ALL SA 618*. Ek gee dadelik toe in die artikel dat ek nie weet wat presies die grondslag is van die Regter se bevinding nie. Ek wys egter daarop dat hierdie 'n uitspraak van 'n enkel Regter is, maar dat dit 'n aanduiding is daarvan dat ons Howe nie wegstroom daarvan om die bepaling van die Gemeenereg te ontwikkel in die lig van die bepaling van die Grondwet nie. Die uitspraak van die Hof *a quo* is nou tersyde gestel in die tot-op-hede ongerapporteerde uitspraak van die Hoëhof van Appél in die saak van *AFROX HEALTHCARE BEPERK en C/O STRYDOM, SAK NR 172/2001 HHA*.

In die uitspraak (paragraaf 6) wys *BRAND AR* daarop dat die Verhoorregter sekere beginsels verwar het. In paragraaf 36 van die uitspraak word daarop gewys dat verwagingsklousules soos wat in hierdie saak ter sprake is, hedendaags in standaard kontrakte eerder die reël as die uitsondering is en nie ontvooftbaar is nie.

Wat egter van die uiterste belang is, is die bespreking deur die Hof van hoe die beginsels van *stare decisis* toepassing vind waar Artikel

39(2) van die Grondwet aangewend word om te bepaal of die Gemeenereg verander, uitgebrei of ontwikkel moet word in die lig van die bepaling van die Grondwet. Ten opsigte van die *stare decisis* beginsel, wil dit vir my voorkom asof daar verskillende moontlikhede is en ten opsigte van een van die moontlikhede kan die bevinding van die Hoëhof van Appél saamgevat word in die volgende aanhaling wat verskyn in paragraaf 29 op bladsy 25 van die uitspraak: "Die antwoord is dat die beginsels van *stare decisis* steeds geld en dat die Hooggeragshof nie deur Artikel 39(2) gemagtig word om van die beslissings van hierdie Hof, hetsy pre- of post-konstitusioneel af te wyk nie. Artikel 39(2) moet saamgelees word met Artikel 173 van die Grondwet."

Dit is nou baie duideliker oor hoe 'n laerhof te werk moet gaan om die Gemeenereg aan te pas, te verander of te ontwikkel aan die hand van die bepaling van die Grondwet waar uitsprake van die Hoëhof van Appél (voorheen die Appélhof) bestaan wat oënskynlik 'n aanpassing regverdig.

**DANIE OLIVIER**  
RAADSLID

## CONTINGENCY FEE AGREEMENTS

It was, upon recommendation of the Court Practice Committee of the Law Society of the Northern Provinces, resolved by the Council on 23 February 2001 to support the principle of a percentage contingency fee.

After further careful consideration, which included taking opinion as to whether attorneys would be entitled to enter into valid contingency fee agreements in terms of the common law, notwithstanding the enactment of the Contingency Fees Act, 66 of 1997, it was resolved by the Council of the Law Society, on 21 June 2002, to accept:

1. Common law Contingency Fee Agreements may be validly entered into by Attorneys. That the Contingency Fees Act does not proscribe such agreements. It must however be accepted that such agreements will continue to be keenly scrutinised by the Courts. Such scrutiny by the Courts may even be

raised *mero moto* by the Court.

2. A common law contingency fee agreement should meet the following criteria:

2.1 It should relate to a genuine case of assisting an impecunious client to assert his rights. Impecunious does not mean totally indigent but in context it would refer to someone who, due to lack of means, is unable to assert his right to relief in the Courts; and

2.2 The attorney's remuneration must be fair; and

2.3 The agreement must not amount to gambling, speculation or trafficking in litigation.

3. The reasonableness of the percentage of the monetary proceeds retained as a success fee will be measured according to various criteria some of which are to be found in the opinion, but it seems more than

likely that a Court will also have regard to the 25 % cap referred to in the Contingency Fees Act.

4. The restrictions to be found in the Contingency Fees Act will probably resonate in various guises in judicial scrutiny of a common law contingency fee agreement.

Colleagues may therefore henceforth enter into success / common law contingency / percentage contingency / contingency fee agreements in the knowledge of the acceptance by the Law Society of the Northern Provinces of such agreements. A step forward? For sure!

**CP FOURIE**

VICE PRESIDENT OF THE LAW SOCIETY OF THE NORTHERN PROVINCES

CHAIR PERSON OF THE COURT PRACTICE COMMITTEE

RB8

2012 Feb 10 09:01 AM

Rooth & Wessels Inc 012 346 7514

24/49

THE LAW SOCIETY  
OF THE  
NORTHERN PROVINCES



Incorporated as the Law Society of the Transvaal  
Inghas die Prokureurs van Transvaal

Seiberg District, Johannesburg, Limpopo & North West Provinces  
Rechtsgebied, Johannesburg, Limpopo & Noordwes Provinsies

**FAX**

**MATTERS BEFORE COUNCIL**

**MAY 14 2008**

**VERREKENING**

**SAKE VOOR DIE RAAD**

Dear Colleague,

Geagte Kollaga,

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

**DRINGENDE AANDAG: ALLE L  
MVO PRAKTIKSYNS  
GEMEENREGTELIKE PERSO  
GEBEURLIKHEIDSGELD**

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 LSMP announced its endorsement of common law contingency fee agreements in Society 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@lsmp.org.za](mailto:director@lsmp.org.za) or fax no.: (012) 321 7733 on or before 23 May 2008.

Lede is daarvan bewus dat die Raad, behalwe wat lank reeds by die publiek bestaan vir 'n eenvoudige, sekere en praktiese (vraagstuk) vereisde om toegang tot geregtelike hulp te bevorder en 'n redelike en billike vergoeding te bied vir die risiko om te loods en uitgawe het om lede toe te laat om gemeenregtelike gebeurlikheidsgeelde-ooreenkomste aan te

Geen in die lig daarvan dat die hore ingevolge die Wet op Gebeurlikheidsgeelde en onprakties beskou en dat dit dusdeelsde (en huidige) geringe aantal konstatistore Prokureurskodes ingedien word, onderskrywing van gemeenregtelike gebeurlikheidsgeelde-ooreenkomste in die Ordening van April gemaak.

Die Raad wil graag die mate waarvoor litigante-prokureurs hierdie roete wat te regtepleging verleen benut het, bepaal en versoek om asseblief die aangehegte vraai te voltooi en om die voltooide vraai te e-mail: [director@lsmp.org.za](mailto:director@lsmp.org.za) of teksnr.: voor of op 23 Mei 2008.

M. J. ROOHLER  
Director/Direkteur

RB

BN

- 2 -

QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTS.VRAEÏSG: GEBEURLIKHEIDSOOREENKOMSTE

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

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

In all claims sounding in money:

Ten opsigte van eise vir geldbedrae:

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

1. Watter persentasie van eisers in u praktyk het 'n behoefte aan 'n gemeenregte gebeurlikheidsgeelde-ooreenkoms, om in die Hof te laat geld?
2. In watter persentasie van sake wat hanteer word, word 'n gemeenregte gebeurlikheidsgeelde-ooreenkoms gebruik?
3. Indien u gemeenregtelike gebeurlikheidsgeelde-ooreenkomste gebruik, wat die vooruitsigte op sukses is ooreenkoms met die klient af?

Handwritten signature/initials.

Handwritten initials "BY".

2012 Feb 10 09:01 AM

Roeth & Weasels Inc 012 340 7614

27/49



*Renier van Rensburg Inc*

Attorneys

Reg No: 2003/0

67 Hill Road, on  
Pineharbour  
2198

Tell (011) 848 0  
Fax (011) 488 0  
Direct Fax (011) 488 0

E-mail: [renier@renier.co.za](mailto:renier@renier.co.za)

THE LAW SOCIETY OF THE NORTHERN PROVINCES

ATTENTION: EUGEN LOUW

PER FAX: (012) 321 7733

OUR RE: RENIER VAN RENSBURG  
YOUR  
REF:

DATE: 04 June 2012

Dear Sir

RE: QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTS

1. What percentage of plaintiffs in your practice has a need for assistance 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 law percentage contingency fee agreement utilized?

Answer: 100%

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

Answer: Yes

Yours faithfully

  
RENIER VAN RENSBURG INC  
Renier van Rensburg

Director: Renier van Rensburg BBA, BA, LLB



BD



2012 Feb 10 09:01 AM

Roth & Wessels Inc 012 346 7614

28/49

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 need for 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 then engaged.

Regards  
Ryan Erasmus  
RAPHAEL KURGANOFF INC

2008/06/04

BB

-2-

QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTSVRAEÏSY: GEBEURLIKHEIDSGELDE OOREENKOMSTE

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

Elke praktisyn wat by litigasie betrokke is, word versoek om die volgende vrae te reageer:

In all claims sounding in money:

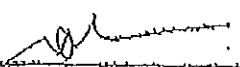
Ten opsigte van alle vir geldbedrae:

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

1. Wat is persentasie van eisers in u praktyk behoefte aan 'n gemeenskapelike persentasie gebourlikheidsgelde-ooreenkoms, ten einde in die Hof te laat geld?
2. In watter persentasie van sake wat deur hantoor word, word 'n gemeenskapelike persentasie gebourlikheidsgelde-ooreenkoms gebruik?
3. Indien u gemeenskapelike persentasie gebourlikheidsgelde-ooreenkoms gebruik, wat die vooruitsigte op sukses is alvorens ooreenkoms met die klient aak?

Antwoorde:

1. 70% plus in die praktyk en 100% van die 3de party afdeling.
2. 70%
3. Ja.

  
H. W. Theron  
Direkteur van R. W. Weasels Theron Inc.

4/6/2008

BB  
B

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2012 Feb 10 09:01 AM

Rooft & Weasale Inc 012 340 7514

37/49

010 462 6158

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(018) 402-8168 (NAT CLAUDE)  
E-MAIL: info@hvbv.co.za  
DOOR NO: DX3

**LB&C**  
**ATTORNE**

**PROKURE**

**LOURENS**  
**BEZUIDENH**  
**& VENTER**

**CONVEYANORS • APPRA**  
**AKTIVERVAARDIGERS • TAK**  
**SINOS - 1040 - 0808**

DIE PROKUREURSORDRE VAN TRANSVAAL  
PER FAKS 012 3217733

OUR REGIONAL VIK

MNR BEZUIDENHOUT/L

Your R/ID N/AM

DIREKTUR: M J S GRO

Deleda/vep

08 Junie 2008

Geagte meneer / mevrou

**GEMEENRECHTELIKE PERSENTASIE GEBEURLIKHEIDSGELDE**

Begamelde aanslaantheid asook die e-pos gedateer 14 Mei 2008 maar eers ontvang op  
vryda.

Graag wens ons soos volg op die vermelde vraaiys te antwoord:

1. Dit is skrywer se ervaring dat alle (100%) van Elzere in skrywer se praktyk 'n behoe  
'n gemeenregtelike persentasie gebeurlikheidsgelde-ooreenkoms. Nis een van die  
skrywer die afgelope ± 10 jaar, bygestaan en behulpaam gewees het, met  
Padongelukkesfonde elzere, sou die alrele proses en gepaardgaande koste aspekt  
bekoelig het nis, en sou dit defnitiel daartoe gelykhet, dat was dit nis vir gebeurlik  
ooreenkomste, hierdie klante geen vergoeding en kompensasie sou ontvang het
2. In alle Padongelukkesfondsele, gehanteer deur skrywer se kantore word uitlaullik  
gemaek van Gebeurlikheidsgeld-ooreenkomste;
3. Alvorens enige, Gebeurlikheidsgeld-ooreenkoms, met 'n klant aangegaan word, w  
formele merlele ondersoek gedoen, om die vooruuligte op sukses te bepaal. Dit b  
besoek van die ongelukeloneel, neem van fotoe, verkryging van verklaringe van o  
beoordelling van aanvanklike gedokumenteerde beseringe ens. Na sodanige onder  
gedoen is, en dit dan blyk dat daar werklik vooruuligte op sukses is, word daar dan  
skriftelike Gebeurlikheidsool-ooreenkoms met die klant gesluit. Bovermelde onde  
elndig hale keer in 'n negatiewe antwoord, dit wil se dat daar nie 'n vooruulgte op su  
Selfs in sulke gevalle word die koste en uitgawes van sodanige ondersoek deur sk  
kantore gedra. Skrywer het gevind dat die algemene publiek glad nie ingelig is me  
tot welke stappe geneem moet word, ter versekering van getulente, en is dit derhal  
om sodanige ondersoek spoedig te doen salfs al elndig dit onsukksesvol. Sodanige  
het natuurlik ook ten doel om die klant behoortlik en ingelig te adylseer, rakende die  
vooruuligte van sukses, sonder om homself of sy firma bloot te stel aan nalatigheid  
weens die vooraleening van verkeerde raeadylse.

One hoop u vind dit so in orde en sal graag in die toekomst wil mee maak met gesprek  
bovermelde onderwerp.

Partners/Vennote: GARY LOUWIS • RINUS ROY HELLINGH BRUIJNSMANT • PIETER JOHANNES LOBEWYH VAN  
ABALISO BY: LIZEL VENTER

2012 Feb 10 09:01 AM

Roolh & Wessels Inc 012 348 7814

36/49

27137554813

# Albert Van Zyl Ing/Inc

Prokuratuur, Doodelburekysaars in Dordrecht, alle Samelings  
Altoos, Administrators of Estates and Trusts, Glain Stadstors

WITBLOEM KANTOORPROFESSE  
Verleiden 33 Votterstou  
Telfoon (013) 755 4654/5 Telfoon  
Faks (013) 755 4813 Faks  
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THE VILLAGE 1918 DIE VILLAGE

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Faks (013) 755 4813  
Postbus 743  
WITBLOEM 1240 WITBLOEM

hans@vzwg.co.za

Ons Verwysing/Our Referensie And, VAN ZYL/a/

U Verwysing/Your Referensie

8 JUNIE 2008

AANDAAG: SUSAN LOUW

DIE DIREKTOR  
PROKURATURSORDRE VAN DIE NOORDELIKE PROVINSIES  
PRETORIA

PER FAKS: (012) 321

Meneer,

GEMEENREKTELIKE PERSONTASIE GEBEURLIKHEIDSOELDM

Bogemelde aangeleentheld verwys.

Ter antwoord van die vrae gedateer 14 Mei 2008;

1. 90% van elers in hierdie praktyk sal nie kan eis as dit nie v gemeenregtelike persontasie gebeurlikheidsgelde was nie.
2. 30% van die sake deur ons hanteer is daar van so 'n ooreenkoms g gemaak.
3. Ja, ons bepaal eers dat daar 'n redelike vooruitgang is tot sukses.

Ons vertrou u vind bogemelde in orde.

DIE UWE  
ALBERT VAN ZYL ING.

Direktur: Albertus Johannes van Zyl B.Proc.

Op 10 2002/0122721

2012 Feb 10 09:01 AM

Roth & Waddels Inc 012 346 7514

43/49

MARIAS & BASSON WITH



Postbus 1 Box 6, Veld  
000000  
Rivierlandseweg 1, Veld  
Tel: 012 346 7514  
Fax: 012 346 7515  
Reg No: 12345

U yerw./Your Ref

Ons Verw./Our Ref  
MR BASSON/LIESL  
DIRECT LINE: 012 346 7514  
DIRECT E-MAIL: [liesl@mariaebasson.co.za](mailto:liesl@mariaebasson.co.za)

MJS GRO

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, refers.

Our firm specializes in personal injury claims, 90% (NINETY PERCENT) of our consists 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 claim 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, opt for the latter reason being a natural reluctance to incur disbursements where the outcome of the claim is uncertain.

Uncertainty caused by bad publicity of the Road Accident Fund and merits respective cases.

Prokureurs, Notaries, Boekhouders/Accountants, Alkopers, Notaries, Administrators of Estates

Direktore / Directors: JCO Marias - B.A., LL.B. | MA Basson - B.Com. & LL.B. | SP Basson - B.Proc.  
In ass met | With: DA Venters - B.Proc. Dip. B.Proc. LL.M.

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## MARJAS &amp; BASSON 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 some cases are heard in the High Court. This is mainly due to the lack of expert 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 undersettling 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 into matter of course (litigants are usually indigent).

Yours faithfully  
MARJAS & BASSON INC.

cc. SAAPIL  
PER FAX 011 476 4826

Prokurators, Notaries, Solicitors, Attorneys, Notaries, Administrators of Estates

Directors | Directors: JGO Marais - "B.A." U.B. | MA Basson - "B.A." U.B. | AP Basson - "B.A." U.B.  
In as much as with DA Venter - "Pol. Dip." B. Proc. U.M.

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QUESTIONNAIRE: CONTINGENCY FEE AGREEMENTSVRAAGLYS: GEBEURLIJKHEIDSGE-  
OOREENKOMSTE

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

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

All claims sounding in money:

Ten opsigte van eisde vir geldbedrae:

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?

1. Welke persentasie van eisende in u behoefte aan 'n gemeenregtelike gebeurlikheidsgeelde-ooreenkoms, ten in die Hof te laat geld? 40%

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

2. In watter persentasie van sake wat hanteer word, word 'n gemeenregtelike gebeurlikheidsgeelde-ooreenkoms gebruik?

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

3. Indien u gemeenregtelike gebeurlikheidsgeelde-ooreenkoms gebruik, wat die vooruitsigte op sukses is, alvorens ooreenkoms met die klient sluit? ja

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# HAUPTFLEISCH

ATTORNEYS

DIE PROKUREURSORDIE VAN DIE NOORDELIKE PROVINSIES  
 PER E-POS [diraktor@haupteis.co.za](mailto:diraktor@haupteis.co.za)  
 ASOOK PER TELEFAKS: (012) 321-7733

Opvat  
 HMVANEYL

Yvint

Date  
 2008-06-10

Registreer  
 GEMEENREGTELIKE PERSOENTASIE GEBEURLIKKEIDSGELDE VRAELYS

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

DIE DWE  
 HAUPTFLEISCHING

POK FM VAN ZYL

Hauptfleisch Incorporated  
 Reg No 2003/007060/21 • Private/Partners Smt Hauptfleisch Attorneys  
 Telephone (011) 782 2221 • Facsimile (011) 782 2432 • Email [general@hfv.co.za](mailto:general@hfv.co.za)  
 2nd Floor, Nordollii Place, 163 Deyers Road, Northcote 2118 Johannesburg  
 PO Box 5807, Cresta 2118, South Africa  
 Website [www.hauptfleischattorneys.co.za](http://www.hauptfleischattorneys.co.za) • Oos: 165 Johannesburg  
 Direkteur PO Hauptfleisch, FM van Zyl, R Jooste, CJ Scheepers

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## VRAGLYS:

## GEBEURLIKHEIDSGELDE-OOREENKOMSTE

Elke praktyk wat by litigasie betrokke is, word versoek om vinnig op die volgende vrae te reageer

Ten opsigte van elke vry geldbedrag

1. Watter persentasie van elses in 'n praktyk het 'n behoefte aan 'n gemeenregtelike persentasie gebeurlikheidsgelde-ooreenkoms, ten einde hulle elsa in die Hof te lank geld?

Antwoord Almal

2. In watter persentasie van sake wat deur 'n praktyk hanteer word, word 'n gemeenregtelike persentasie gebeurlikheidsgelde-ooreenkoms gebruik?

Antwoord 90%

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

Antwoord Ja

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Handwritten initials "BD".

# LAW SOCIETY OF SOUTH AFRICA 2011 ANNUAL REPORT

## CONTINGENCY FEES COMMITTEE

Members: Clon Draker (Chairperson), Ronald Bobroff, Pooble Govindasamy, Hanny Mashimang, Taswall Poplar, Henri van Rooyen and George van Niekirk

The Committee met once during the year under review. The issue of common law contingency fees languished during 2010 mainly because, for a while, the Government contemplated the inclusion of contingency fees in the Legal Practice Bill. This was eventually removed from the later draft of the Bill, given the fact that the Cape Law Society Council is now prepared, in principle, to side with all the other bodies which recognise common-law contingency fees, the way would appear to be open to call a meeting and draft a replacement to the existing Contingency Fees Act or amendments to it.

Clon Draker  
Chairperson, Contingency Fees Committee

## COSTS COMMITTEE

Members: Atil Eisa (Chairperson), Graham Ballairs, Homile Makola, Danilo Olivier, Sias Raynoko, Morné Schoepers and Jan van Rensburg

The Costs Committee of the LSSA convened a meeting in February 2010 and teleconferences during May and August 2010. In addition, members of the Committee met with the Costs Committee of the Rules Board in February 2010 in Durban. The primary purpose of the Committee is to consider all issues relating to legal costs, inter alia, the tariffs of fees, disbursements and counsel's fees, and matters incidental to these costs.

The main issues that are deliberated by the Committee relate to the inhibition of access to justice as a result of the tariffs not being adjusted on a regular basis and the resultant disparity between attorney-and-client charges and the party-and-party tariffs. The negotiations to the Rules Board resulted in amendments being effected to the tariffs in 2009 and 2010, after a significant period during which the tariffs of fees remained stagnant. However, the amendments have only to a certain extent ameliorated the recovery of reasonable and necessary costs, having regard to attorney-and-client fee structures in the profession.

The challenge facing the profession is to engage with the Rules Board, supported by economic data, as regards the annual adjustments to the tariffs. This will need to be properly motivated and will also require the profession to speak with one voice. In addition, simplified and practical tariffs are a necessary prerequisite to the proper administration of justice, particularly with regard to obviating the current delays in the taxation process.

It will be necessary to engage further with the Rules Board in 2011 to achieve the objectives of the profession so as to ensure access to justice. This will be the objective of the Costs Committee in the year ahead.

Atil Eisa  
Chairperson, Costs Committee

## CRIMINAL PROCEDURE COMMITTEE

Members: William Booth (Chairperson), Dr Liawolyn Cushevis (Deputy Chairperson), Homile Makola, Johan Kramer, Strike Madiba, Xolani Mpoto and Eric Zaza

The Criminal Procedure Committee of the LSSA met in May and November 2010.

At its two meetings, the Committee discussed certain legislation, including amendments to s 49 of the Criminal Procedure Act 51 of 1977. It also engaged a consultant and later made detailed submissions to the South African Law Reform Commission on the working paper on Electronic Evidence in Criminal and Civil Proceedings.

The prison visits project, as coordinated by the LSSA's National Project Coordinator, Petrus Ramela, was successful and various practitioners visited prisons throughout South Africa and conducted workshops focussing on plea bargaining. It was felt that these workshops should be sustained throughout 2011.

It was also decided that the LSSA should be involved with the Department of Correctional Services with regard to parole and conditions at prisons. It was resolved that a member of the committee should attend the Parliamentary Portfolio Committee meetings on Correctional Services.

It was resolved that arrangements be made with the Minister of Police to engage with the South African Police Service (SAPS) on issues involving the arrest of suspects. There was concern about the fact that many police officials do not have adequate training or knowledge on when and when not to arrest a suspect.

Although the Committee had decided to arrange a seminar with the SAPS on the issue of unlawful arrest, this still had not taken place. It is hoped that the SAPS will agree to such a meeting and/or seminar during 2011.

Other matters of interest that were discussed were the involvement by the National Institute of Crime Prevention and the Reintegration of Offenders (NICRO) with regard to the diversion of cases from the criminal justice system, as well as the International Criminal Court which operates within the confines of the Rome Statute.

The functioning of courts was also debated and it was noted that members of the various provincial law societies attend caseflow management meetings with the relevant role players on a regular basis.

Concern was also raised about consulting facilities at prisons, police stations and at many courts. The functioning of courts after hours was a topic which it is felt should be further debated and that the Justice Department should look at reintroducing a system akin to what took place during the 2010 FIFA World Cup to assist with clogged court rolls.



**THE LAW SOCIETY  
OF THE  
NORTHERN PROVINCES**

*Incorporated in the Law Society of the Northern  
Provinces, Pretoria, Johannesburg, Cape Town & Durban*

Proctorium Building  
123 Paul Kruger Street, Pretoria 0002  
Docex 50  
PO Box 1483, Pretoria 0001  
Tel: 012 338 5902  
Fax: 012 321 7733  
E-mail: [director@lsp.org.za](mailto:director@lsp.org.za)

Your ref:

Our ref: MJSG / sl

1 February 2013


To whom It may concern

Dear Sir / Madam,

**DISCIPLINARY PROFILES: DIRECTORS – RONALD BOBROFF & PARTNERS  
INC.**

I hereby wish to confirm that I have perused the disciplinary records of the Law Society and that the partners of the above practice (Mr R Bobroff, Mr D R Bobroff and Mr S D Bezuidenhout) have, since the practice was established on 1 October 1975, never been found guilty on any charges of unprofessional conduct by the Law Society.

Yours faithfully,

  
M J S GROBLER  
Director

1. the undersigned



roosting at:

**Telephone Numbers:**

do hereby nominate and appoint the partners of HIRSCHOWITZ FLONIS ATTORNEYS with power of substitution (hereinafter called "the Attorney") to render professional legal services to me, which shall include the right to prosecute or defend proceedings in any competent court and on my behalf to take all necessary steps in connection with a claim to be lodged with the Road Accident Fund regarding past / future medical expenses; past / future loss of income / general pain and suffering;

1. I confirm that:
  - 1.1 the attorney will be entitled to charge fees on a contingency basis at the rate of 20% plus Val on the amount compensated by the Road Accident Fund in respect of general damages of whatever nature with the only exclusion being the past medical expenses;
  - 1.2 all disbursements incurred by the attorney in respect of advocates, experts and assessors will be paid by the attorney on receipt of the Road Accident Fund's payment in respect of the Bill of Costs and will not be my responsibility, however, if the amount in respect of disbursements is not fully recoverable from the Road Accident Fund, then this difference shall be set off against the amount owing to me by the fund;
  - 1.3 all monies to be paid by the Road Accident Fund will be paid into the trust account of HIRSCHOWITZ FLIONIS and not to me personally;
  - 1.4 in the event that the Bill of costs which will be taxed by Hirschowitz Flionis in respect of their fees incurred in this matter are in excess of the amount which they are entitled to in respect of the aforesaid contingency, the said excess amount shall remain theirs and the balance shall be paid to me, i.e. I may not profit from their fees.
2. I accept that the attorney will furnish me with regular reports relating to progress made by him in the execution of his mandate in terms hereof.

3. Any amendments hereto or any additional agreements hereto must be reduced to writing.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ JANUARY 2012.

AS WITNESSES:

1. \_\_\_\_\_ ~~XXXXXXXXXXXXXXXXXXXX~~


2. \_\_\_\_\_

1. The Client acknowledges that he ~~has~~ has given power of attorney to the Legal Practitioner to conduct proceedings in the High Court of South Africa, having the power of a Court of Law to finalise proceedings in respect of the recovery of damages against the Road Accident Fund as a result of injuries sustained by him ~~in~~ in a motor vehicle collision on ~~12 December 2003~~ and to render all professional services relevant in finalising such claim for damages.
2. The parties agree that the Client - shall be successful in the aforementioned proceedings, if an award is agreed upon or Judgment is handed down by the abovementioned honourable court and/or any higher court.
3. The parties agree that - costs relating to the matter shall be payable on finalisation of the matter to the legal practitioner, calculated as to 25% (twenty five percent) (plus VAT), of the capital award, including, without limiting the generality of the foregoing, all amounts awarded in respect of general damages and special damages and loss of earnings and future loss of earnings and medical and related expenses and future medical and related expenses, agreed upon or adjudged by the abovementioned honourable court or any higher court. In addition, all disbursements will be deducted from the capital award.
4. Thereafter the legal practitioner will arrange for the drawing of a party / party bill of costs and the net recovery of fees and disbursements as agreed or taxed, will be refunded to the Client.
5. The Client has a period of 14 days, calculated from the date of signing this agreement, during which he ~~will~~ will have the right to withdraw from the agreement by giving notice to the Legal Practitioner in writing.
6. The Legal Practitioner shall, in the event of withdrawal by the Client, be entitled to fees and disbursements in respect of any necessary or essential work done to protect the interests of the client during such period, calculated on an attorney and own client basis from the commencement of the matter by the Legal Practitioner.

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7. If the Client feels aggrieved by any provision of this agreement or any fees chargeable in terms of this agreement, the agreement or the fees may be referred to the Attorneys Society of which the Legal Practitioner is a member and, if an advocate has been appointed, also to the concerned Bar Council in the area in which the advocate practises, to review the agreement and who may set aside any provision or any fees claimable in terms of this agreement, if it is in the opinion of such Attorneys Society or Bar Council unreasonable or unjust.
8. Any amendment or other ancillary agreement to this agreement must be in writing, and must comply with the requirements which are prescribed in terms of the Contingency Fees Act, 1997 (Act 66 of 1997) for contingency fees agreements, and must be attached to this agreement of which it shall form an integral part.
9. A copy of any amendment or other agreement ancillary to this agreement must be delivered to the Client on the date on which such amendment or ancillary agreement is signed.

Signed at ~~10/12/97~~ on this the ~~12~~ day of ~~June~~ ~~2008~~

  
-----  
(the Client)

-----  
(the Legal Practitioner)

1. A copy of any contingency fees agreement shall be delivered to the client concerned upon the date on which such agreement is signed.  
(Section 3(4) of the Contingency Fees Act, 1997 (Act 66 of 1997)).
2. In terms of Section 2 of the Contingency Fees Act, 1997, a legal practitioner is, when he/she enters into a contingency fees agreement with a client, not entitled to any fees for services rendered in respect of proceedings unless such client is successful in such proceedings to the extent set out in such agreement.

BD

RB106

de Broglie

Inc.

## FEE ELECTION BY CLIENT

File no:

Client name:

The summaries below are for convenience, not exhaustive or intended to be have any bearing on the interpretation of the agreements. Client is referred to the agreements themselves.

I confirm that the fee agreement I elect to govern this matter is the following (Indicated by a tick or cross):

☒ Common law contingency agreement

- I will pay the attorney 27.5% plus VAT of the capital sum awarded/settled plus all the party and party costs recovered
- The attorney will be responsible for all expert fees, Advocate fees and the like, (whether he may recover such costs partially or fully in the party and party bill of costs for his own account or not) and whether I win or lose the case, save in the event I refuse to co-operate
- The only costs for which I may be liable if I conduct myself fully within the boundaries of the agreement, are the possible party and party costs of the opposite side, which generally result only if I lose the case
- I will pay no deposits at any time

☐ Hourly fee agreement

- I will pay hourly fees of R3200 excluding VAT, whether the case is won or lost, on a time basis depending on how much work is done and the result of the case is irrelevant
- I will pay upfront the costs of all medical experts and/or Advocates my attorneys recommend for the case and I understand that all their court fees and may not be covered when a party and party bill is taxed
- I will recover the party and party costs after taxation
- My Attorney can at any time demand payment of fees and disbursements, either in arrears or through means of advance trust deposits
- Without limiting the generality of the foregoing, I will pay a deposit of R120000 in respect of the case no later than 4 weeks before the trial date and further deposits, on a daily basis, if the trial runs for more than one day

☐ Contingency Fees Act agreement

- In the event that the attorney is successful, I will pay hourly fees of R3200 per hour excluding VAT plus an additional success fee of another R3200 per hour excluding VAT, the success fee only being capped in accordance with the Contingency Fees Act
- I will recover the party and party costs after taxation
- I will not be responsible for the attorneys fees if the case is lost, but I will be responsible for all disbursements, inclusive of the fees of the Advocate and/or medical experts and my attorney can demand payment of such at any time, either in arrears or through means of advance trust deposits
- Without limiting the generality of the foregoing, I will pay a deposit in respect of Advocates fees and expert witness fees of R40 000.00 in respect of the case no later than 4 weeks before the trial and further deposits, on a daily basis, if the trial runs for more than one day

☒ Common law contingency arrangement with recovery of party and party costs

- I will pay the attorney 33.3%, inclusive of VAT, of the capital sum awarded/settled
- The attorney will advance all expert fees, Advocates fees and the like, (whether he may recover such costs partially or fully via the taxed party and party bill of costs for his own account or not) and whether I win or lose the case, save in the event that I refuse to co-operate
- The only costs for which I may be liable if I conduct myself fully within the boundaries of the agreement, are the possible party and party costs of the opposite side, which generally result only if I lose the case
- I will pay no deposits at any time
- The attorney will cause to be taxed, a party and party bill of costs, inclusive of all taxable fees and expenses such as expert fees, advocate fees and the like
- I will recover the party and party fees taxed by the taxing master, after deduction from the total of the taxed costs, the actual costs that the attorney has advanced in respect of expert fees, advocate fees and the like
- In the event that I select this option, a separate fee agreement will be entered into between my attorney and I, insofar as this fee agreement document does not make provision for such an option in the body thereof
- Pending such fee agreement in terms of this election being concluded, it shall be deemed that my attorney and I have entered into an hourly fee agreement, as is contained in this fee agreement document.

I confirm, as indicated above, I have elected the agreement indicated above to be the applicable fee agreement.

Signed at Parkwood on

Client's Signature

Initial

ZH





80



1. The Client acknowledges that he ~~has~~ has given power of attorney to the Legal Practitioner to conduct proceedings in the High Court of South Africa, having the power of a Court of Law to finalise proceedings in respect of the recovery of damages against the Road Accident Fund as a result of injuries sustained by him ~~in~~ in a motor vehicle collision on ~~the~~ and to render all professional services relevant in finalising such claim for damages.
2. The parties agree that the Client - shall be successful in the aforementioned proceedings, if an award is agreed upon or Judgment is handed down by the abovementioned honourable court and/or any higher court.
3. The parties agree that - costs relating to the matter shall be payable on finalisation of the matter to the legal practitioner, calculated as to 25% (twenty five percent) (plus VAT), of the capital award, including, without limiting the generality of the foregoing, all amounts awarded in respect of general damages and special damages and loss of earnings and future loss of earnings and medical and related expenses and future medical and related expenses, agreed upon or adjudged by the abovementioned honourable court or any higher court. In addition, all disbursements will be deducted from the capital award.
4. Thereafter the legal practitioner will arrange for the drawing of a party / party bill of costs and the net recovery of fees and disbursements as agreed or taxed, will be refunded to the Client.
5. The Client has a period of 14 days, calculated from the date of signing this agreement, during which he ~~has~~ will have the right to withdraw from the agreement by giving notice to the Legal Practitioner in writing.
6. The Legal Practitioner shall, in the event of withdrawal by the Client, be entitled to fees and disbursements in respect of any necessary or essential work done to protect the interests of the client during such period, calculated on an attorney and own client basis from the commencement of the matter by the Legal Practitioner.

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7. If the Client feels aggrieved by any provision of this agreement or any fees chargeable in terms of this agreement, the agreement or the fees may be referred to the Attorneys Society of which the Legal Practitioner is a member and, if an advocate has been appointed, also to the concerned Bar Council in the area in which the advocate practises, to review the agreement and who may set aside any provision or any fees claimable in terms of this agreement, if it is in the opinion of such Attorneys Society or Bar Council unreasonable or unjust.
8. Any amendment or other ancillary agreement to this agreement must be in writing, and must comply with the requirements which are prescribed in terms of the Contingency Fees Act, 1997 (Act 66 of 1997) for contingency fees agreements, and must be attached to this agreement of which it shall form an integral part.
9. A copy of any amendment or other agreement ancillary to this agreement must be delivered to the Client on the date on which such amendment or ancillary agreement is signed,

Signed at  on this the  day of  

  
-----  
(the Client)

-----  
(the Legal Practitioner)

1. A copy of any contingency fees agreement shall be delivered to the client concerned upon the date on which such agreement is signed.  
(Section 3(4) of the Contingency Fees Act, 1997 (Act 66 of 1997)).
2. In terms of Section 2 of the Contingency Fees Act, 1997, a legal practitioner is, when he/she enters into a contingency fees agreement with a client, not entitled to any fees for services rendered in respect of proceedings unless such client is successful in such proceedings to the extent set out in such agreement.



Attorneys Specialising in  
Medical Malpractice and  
Personal Injury Claims

TO BE COLLECTED

Our ref

Your ref

Date 29 September 2010

**STATEMENT OF ACCOUNT**  
**RE: MVA CLAIM: [REDACTED]**

I)	Capital to be paid in one installment in the amount of R1 892 071.80		R1 892 071.80
II)	To our disbursements:		
	SAPS – Copies of documents	11.40	
	Drs D Kruger and partners – copies of clinical notes	580.00	
	Peglerae Hospital – medical records	500.00	
	Sheriff – Rustenburg – service of subpoena	112.07	
	Dr GA Versfeld – medico-legal report, preparation and joint minute fee	9 864.42	
	Sunninghill Radiology - Radiological report requested by Dr G Versfeld on 28/01/2010	3 474.90	
	Suzette Murcott – medico-legal report	11 025.00	
	Christa Du Toit – medico-legal report and joint minute fee	12 084.00	
	Algorithm Consultants – actuarial report	3 990.00	
	First Costs Consultants – drawing and taxation of party and party bill of costs	4 441.56	
	Adv JN de Vos SC – on merits and quantum trial and preparation and trial to	76 608.00	

Incorporating the practice of Malcolm Lyons Attorneys

Registration number 1995/12545/21  
Director Mervyn Joseph · Chief Operating Officer André Calitz  
Professional Assistants Johan Calitz, Brett Phillips

Telephone (011) 325 2886  
Fax (011) 325 2888  
Email josephs@mweb.co.za  
PO Box 1967 Saxonwold 2132  
Unit 1, Bompas Square  
9 Bompas Road, Dunkeld 2196

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*Joseph's*  
INC

	settlement	4 000.00	
	Postages & Petties - Joseph's Inc	560.00	
	Plus 14% VAT	4 560.00	
	Traveling	580.00	
	Interest	99.55	
	Sheriff - Johannesburg Central - service of subpoena	519.84	
	Disbursements:	R128 450.74	
(iii)	To our attorney and own client fee:		
	To our attorney and own client fee for professional services rendered to date as per the contingency fee agreement	473 017.95	
	Plus 14% VAT	66 222.51	
		R539 240.46	
(iv)	To Discovery Health medical aid - refund of monies under membership number 087503330	R211 129.63	
(v)	To party and party costs recovered from the Road Accident Fund plus interest thereon for late payment		R113 578.86
(vi)	Balance due nett from the capital and recovered party and party costs		
	1) First payment to you	R1 014 252.37	
	2) Final payment to you herewith	R112 577.46	
	TOTAL	R2 005 650.66	R2 005 650.66

7 July 2004

PRIVATE & CONFIDENTIAL  
TO BE COLLECTED

*Josephs* INC

Attorneys Specialising in  
Medical Malpractice and  
Personal Injury Claims

Our ref

Your ref

Date 7 JULY 2004

Dear Avrilie

re: [REDACTED] / ROAD ACCIDENT FUND

DATE OF ACCIDENT: 14/6/2002

1. Further to our previous correspondence in this matter, we hereby confirm that your claim against the Road Accident Fund have become settled in an amount of R2 000 000.00, plus party and party costs to be taxed or agreed plus a "Section 17(4) Undertaking" in respect of all future medical expenses to be incurred by you.

The abovementioned settlement was arrived at as follows:

1.1	Past hospital expenses;	R 72 849.89
1.2	Past medical expenses;	R 187 349.37
1.3	Future loss of earnings;	R 900 000.00
1.4	Future medical expenses;	Section 17 (4) Undertaking
1.7	General damages;	R 600 000.00
	Total;	R2000 000.00 plus a Section 17 (4) Undertaking

Incorporating the practice of Malcolm Lyons Attorneys

Registration number 1995/12545/21  
Director: Reiryn Joseph - Chief Operations Officer, André Calitz  
Consultant: Malcolm Lyons - Professional Assistants, Johan Calitz  
Candice Pillay, Lehogang Matsela

Telephone (011) 325 2806  
Fax (011) 325 2888  
Email: Josephs@mvweb.co.za  
PO Box 1967 Saxonwold 2132  
Unit 1, Bompas Square  
9 Bompas Road, Dunkeld 2196  
Ducex 379 Johannesburg

Joseph's INC

PAGE -2-

2. Kindly find attached our account. You will note the following therefrom:

2.1 That we have reflected as a credit the amount received from the Road Accident Fund, namely R2 000 000.00,

2.2 That we have deducted therefrom the amounts paid out by our firm in order to prove your matter in respect of obtaining clinical records, completion of the MMF1 medical report, instructing medico legal experts and obtaining reports from them, obtaining hospital records, liaising with the South African police services, instructing counsel on drawing particulars of claim, pre-trial preparation and trial in respect of merits as well as quantum, the revenue stamp on the summons, the Sheriff for serving the summons, and subpoenas, as well as travelling costs and postages and petties. Travelling costs have been calculated at R1.50 per kilometre and postages and petties include photocopying charges at R2.00 per copy.

2.3 That we have deducted our agreed Attorney and own client fee for professional services rendered as from 19 August 2002 to date, as per the Special Power of Attorney signed by you, as well as the Contingency Fees Agreement in Terms of the Contingency Fees Act, 1997 (Act 66 of 1997),

3. We are in the process of finalising the party and party bill of costs, which will be submitted to the Road Accident Fund in respect of their contribution towards the costs. As indicated to you before, the party and party rate of recovery is at R400.00 per hour and only in respect of those items that are reasonably necessary between party and party, in terms of the schedules to the Supreme Court Act.

1/1/02 1/1/02 1/1/02

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Josephs INC

PAGE -3-

We expect the recovery in respect of party and party costs to take approximately four to five months. We remind you once again that certain disbursements as well as all Attorney and own client attendances, and the difference between the Attorney and own client rate of recovery, and the party and party rate of recovery in respect of fees will not be recovered from the Road Accident Fund.

4. As indicated above we recovered an amount of R72 849.89 in respect of past hospital expenses and R187 349.37 in respect of past medical expenses. No Undertaking was furnished to Resolution Health Medical Scheme to reimburse them on conclusion of the matter by yourselves. Should Resolution Health Medical Scheme contact you and insist on being reimbursed in respect of your recovery in respect of past hospital and medical expenses please note that they are not entitled to recover more than the two amounts mentioned in respect of past hospital expenses and medical expenses above. We are not in possession of the Rules of your medical aid. We are therefore not in a position to advise you as to whether you are obliged to pay these monies to them. Our recommendation is that you reimburse the medical aid as far as you have not paid the account yourselves and you have deducted your own payments to suppliers.

You will not we have paid monies to medical suppliers that have not been paid by either the medical aid or yourselves which should be taken into account when you deal with the medical aid.

We have also paid to Rapeport Inc. monies owing to the Janks Property Group in respect of their gratuitous payments to you prior to settlement of the claim and in respect of their car that Garry has been using.

BD





6.	Adv. M Chaitowitz in respect of drawing particulars of claim:	2/7/03	2 394.00
7.	Revenue stamp in respect of summons:	15/10/03	80.00
8.	Sheriff-JHB Central in respect of serving summons:	10/7/03	194.43
9	Sheriff-JHB Central in respect of serving subpoena:	22/7/03	205.83
10	Revenue stamp in respect of summons:	15/10/03	80.00
12	Sheriff-JHB Sandton in respect of serving subpoena:	5/11/03	107.39
13	Sheriff-JHB Sandton in respect of serving subpoena:	5/11/03	107.39
14	Drs Matlsonn, Scott & Tobias in respect of x-rays:	17/11/03	1 535.60
15	Prof M B E Sweet in respect of a medico legal report:	5/12/03	4 275.00
16	Dr K D Rosman in respect of a medico legal report:	29/1/04	4 100.00
17	Mrs S Muroott in respect of a medico legal report:	6/5/04	8 950.00
18	Prof R J Van Rooyen in respect of medico legal report:	13/4/04	3 000.00
	Dr Niehaus Ungeror in respect of Blood Tests:	14/4/04	1 893.10

All To Be Reviewed

19	Jetline Printers in respect of colour photocopies:	13/5/0	218.88	To be reviewed
20.	Riverfield Lodge in respect of treatment records:	15/5/04	275.00	
21	Mrs B Donaldson in respect of a medico legal report:	21/1/04	10 944.00	
22	Dr L Grinker in respect of a medico legal report:	3/11/03	11 544.00	
23	Mr G Jacobson in respect of actuarial calculation on:	24/5/04	3 790.50	
24	Adv. N De Vos S.C. in respect of trial preparations, pre-trial and consultations in respect of quantum:	16/5/04	61 560.00	
25	X Travelling costs to various experts Court and Counsel:		2 398.40	X
26.	X Rodel loans on interest and finance charges:		14 768.64	X
27.	X Postages and petties including photocopies at R2 per copy:		25 000.00	X
	14% VAT		3 500.00	
			<u>R 166 838.66</u>	
(iii) Payments made to Dr Spiro & Partners in respect of outstanding treatment account for Gary, Tamryn and yourself:				
	(acc: S0715765)14/6/02		1 384.11	
	(acc: S0715763)14/6/02		1 783.40	
	(acc: S0715764)14/6/02		241.24	
	(acc: X0431526)16/6/02		109.07	
	(acc: X0458309)21/6/02		156.70	
	(acc: X0432302)26/6/02		122.10	
	(acc: X0433404)11/7/02		<u>122.10</u>	
			3 918.72	

## (IV) Payments made in respect of Sunninghill hospital (Dispensary fees):

1.	C107693000	13/11/02	317.51
2.	C114035000	8/2/03	2 281.08
3.	S116469000	5/3/03	1 858.89
4.	S119630000	9/4/03	2 181.61
5.	C128423000	16/7/03	587.55
6.	C131065000	12/8/03	510.98
7.	C133417000	6/9/03	510.98
8.	C135594000	29/9/03	510.98
9.	S107267000	6/11/02	6 587.49
10.	C13951100	8/11/03	510.98
11.	C142999000	10/12/03	510.98
12.	C145698000	9/1/04	533.92
13.	C148602000	6/2/04	533.92
			<u>17 436.87</u>

## (V) Payments in respect of Dr L M Lurie in respect of treatment rendered and not paid: 060575 5/8/02

630.00

## (VI) Payments to Rapeport Inc. in respect of monies owed to M Janks Properties

1.	Salary:	144 182.89
2.	Motor vehicle:	42 600.47
3.	Loans:	<u>46 000.00</u>
		232 783.36

## (VII) Payment to Dr S M Cornish in respect of treatment on (12/5/04):

533.40

## (VIII) Payments to Dr L Fingleson in respect of treatment:

15/11/02	747.84
8/8/03	<u>71 623.00</u>
	72 370.84

## (IX) Payment to Dr V Ballhausen in respect of treatment on (29/6/02):

59 427.30

(X) ATTORNEY AND OWN CLIENT FEE:

To our agreed attorney and own client fee for professional services rendered as from 19 August 2002 to date as per the Contingency Fee arrangement signed by you:

14% VAT  
Total:

500 000.00  
70 000.00  
R570 000.00

(XI) Balance due to you netto from the capital ( balance to be recovered as party and party costs and in terms of Section 17 (4) Undertaking)

876 060.85  
R2 000 000.00    R2 000 000.00

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