RB 17

IN THE SOUTH GAUTENG HIGH COURT, JOHANNESBURG

(REPUBLIC OF SOUTH AFRICA)

CASE NO: 13/11069

In the matter between:

JUSTIN JOHN BITTER N.O.
as *curator ad litem* to ANTHONY DE PONTES — Applicant

and

RONALD BOBROFF & PARTNERS INC — First Respondent

ROAD ACCIDENT FUND — Second Respondent

ANSWERING AFFIDAVIT

I, the undersigned,

PHILIPPA JANE FARRAJ

do hereby make oath and say that:

1.

1.1. I am an adult female attorney, practising as such as a professional assistant at Ronald Bobroff & Partners Inc, the First Respondent herein.

1.2. I am duly authorised to depose to this affidavit and the facts herein contained are, unless otherwise stated, within my own personal knowledge and are to the best of my knowledge and belief both true and correct.

2.

2.1. I am the attorney at the First Respondent that attended to and finalised the action instituted by Anthony de Pontes ("the Plaintiff") against the Road Accident Fund in respect of the injuries sustained by the Plaintiff in a motor vehicle collision which occurred on 2 September 2007 and in which he sustained a spinal cord injury at the level of C5/C6, in consequence whereof he was rendered quadriplegic.

2.2. I have read the notice of motion and founding affidavit of the Applicant, Justin John Bitter, in the present application as well as the notice of motion and founding affidavit of Alta de Pontes (the Plaintiff's mother) in the application for the appointment of a *curator ad litem* and where necessary will respond thereto hereunder.

3.

3.1. It is disputed that the Applicant has the *locus standi* to launch the present application. In addition, it is submitted that the order appointing the Applicant as *curator ad litem* to the Plaintiff falls to be set aside and discharged.

3.2. For the aforesaid reasons, I intend setting out *in limine* hereto the basis of such contentions and shall thereafter, where necessary, deal with the contents of the aforesaid affidavits.

IN LIMINE

4.

4.1. After receipt of the present application by the First Respondent, I was shown a copy of the *ex parte* application under Case No: 08344/13 for the appointment of the Applicant as *curator ad litem* to the Plaintiff. A copy of the aforesaid application and founding affidavit is annexed hereto marked annexure "A". A copy of the court order issued on 12 March 2013 is annexed hereto marked annexure "B".

4.2. As appears from the said aforegoing, an application was launched *ex parte* by the Plaintiff's mother for an order, *inter alia*, appointing the Applicant as *curator ad litem* to the Plaintiff *"for the purpose of investigating the question of whether the patient is capable of managing his own affairs and to report to the court on this question"* (my underlining).

4.3. As appears from the founding affidavit, the Plaintiff, Anthony de Pontes, is an adult male, born on 8 May 1987 and is presently 26 years of age. It records that he was rendered quadriplegic in the said motor vehicle accident and has been rendered immobile and unemployable by the accident. It is also alleged that the Plaintiff, as a result of his horrific permanent injuries, is unable to manage his affairs.

4.4. No information or evidence whatsoever is furnished as to the basis upon which it is alleged that the Plaintiff is unable to manage his own affairs or the basis upon which the Plaintiff required the appointment of a *curator ad litem*. Nowhere in the affidavit is it alleged that the Plaintiff was aware of the launching of the application or that he had, in any way, consented to it.

5.

5.1. Appointment of curators are governed by the provisions of Rule 57 of the Rules of the above Honourable Court. Rules 57(1) provides as follows:

> *"Any person desirous of making application to the court for an order declaring another person (hereinafter referred to as "the patient") to be of unsound mind and as such incapable of managing his affairs, and appointing a curator to the person or property of such patient shall in the first instance apply to the court for the appointment of a curator ad litem to such patient."*

5.2. The Applicant is required to fully set out, *inter alia*, the facts and circumstances relied on to show that the patient is of unsound mind and incapable of managing his affairs (Rule 57(2)(e)).

5.3. The application shall as far as possible be supported by an affidavit by at least one person to whom the patient is well known and containing such facts and information as are within the deponent's own knowledge concerning the patient's mental condition (Rule 57(3)(a)).

5.4. The application shall furthermore be supported by affidavits by at least two medical practitioners one of whom shall, where practicable, be an alienist who has conducted recent

examinations of the patient with a view to ascertaining and reporting upon his mental condition and in their opinion whether the patient is incapable of managing his affairs (Rule 57(3)).

6.

6.1. In her founding affidavit, the Plaintiff's mother records that the Plaintiff did not suffer any form of head injury whatsoever and indeed acknowledges that the Plaintiff is *compos mentis*. She contends, however, without reference to any facts or evidence whatsoever, that the Plaintiff is unable to manage his affairs merely due to the fact that he is a quadriplegic.

6.2. In the circumstances, the application does not in any way comply with the requirements of Rule 57. The affidavit in support of the application for the appointment of a *curator ad litem* to the Plaintiff fails to set out any factual circumstances which is essential as the basis to obtain an order for the appointment of a *curator ad* litem to determine whether the Plaintiff is of unsound mind and incapable of managing his affairs as is required in terms of the provisions of Rule 57.

7.

7.1. In preparation for the action against the Road Accident Fund, both I and counsel consulted with the Plaintiff who was fully alert and aware and undoubtedly able to manage his affairs albeit that

he is physically incapacitated. In addition, the Plaintiff was examined by a host of medico-legal experts including a neurosurgeon, psychiatrist and neuropsychologist.

7.2. Dr CM Lewer-Allen – Neurosurgeon examined the Plaintiff on 31 August 2010. A copy of the report of Dr Lewer-Allen is annexed hereto marked annexure "C".

7.3. As appears from annexure "C" hereto in his clinical neurological examination of the Plaintiff, Dr Lewer-Allen reported that Plaintiff presented in a wheelchair, but was orientated and was mentally intact. Nowhere is it suggested by Dr Lewer-Allen that the Plaintiff was of unsound mind or unable to manage his own affairs or required the assistance of a *curator ad litem*.

7.4. The Plaintiff was, in addition, examined by Dr Leon Fine – Psychiatrist on 5 October 2010. A copy of the report of Dr Fine is annexed hereto marked annexure "D". The report confirms that the Plaintiff was not unconscious in the collision at all and that there was no head injury. Dr Fine records the details of the accident, and its effect on the Plaintiff both physically and emotionally, at pages 3-7 of annexure "D".

7.5. As appears from the report, the Plaintiff's memory is good and there is no problem with his brain. Dr Fine concludes, *"his ability to function occupationally depends almost completely upon overcoming the restrictions imposed by his physical impairments and not on any psychiatric condition. Mentally, he appears to be completely functionally intact, a situation of awareness which would actually increase as his psychiatric defence mechanism of denial would be reduced with treatment ...."*

In the opinion of Dr Fine, psychiatrically, the need for curatorship does not arise, but due to physical impairment, consideration should be given to some form of protection of monies awarded.

7.6. The Plaintiff furthermore underwent a neuropsychological assessment by Bev van Zyl – Neuropsychologist on 21 October 2010. A copy of the report of Ms van Zyl is annexed hereto marked annexure "E".

7.7. As appears from annexure "E" hereto, it is again reported that there was no loss of consciousness and no head injury. The test results and profile from the neurological assessment were not consistent with head injury and the test scores were in the expected range. Ms van Zyl concluded that the Plaintiff is cognitively intact, but is limited by his major physical impairments.

7.8. All of the reports were in the possession of the Applicant when this application was launched, yet the Applicant fails to make any reference thereto in his founding affidavit.

8. In the premises, it is respectfully submitted that the *ex parte* application for the appointment of a *curator ad litem* to the Plaintiff did not comply with the provisions of Rule 57 and, in the circumstances, it is respectfully submitted that the order was erroneously granted. As appears from the notice of motion filed simultaneously herewith, application will be made that the order appointing the Applicant as curator to the Plaintiff be set aside. The contents of this affidavit will be used as the founding affidavit in support of such application.

9.

9.1. In the event of this Honourable Court not setting aside the said order, it is in any event submitted that the Applicant does not have the power or authority to launch the present application.

9.2. As appears from the order granted appointing the Applicant as *curator ad litem* to the Plaintiff, the Applicant was appointed for the purposes of investigating the question of whether the Plaintiff is capable of managing his own affairs and to report to the court on this question.

9.3. In terms of the provisions of Rule 57(5), upon his appointment a curator shall, without delay, interview the patient and shall inform him of the purpose and nature of the application. He is thereafter required to prepare and file a report.

9.4. Notwithstanding the aforegoing, there is no indication or suggestion in the present application that the Applicant has, in any way, interviewed the patient or informed him in any respect as to the nature and effect of the order granted.

9.5. As appears from the aforegoing, the Plaintiff is mentally fully intact and in a position to conduct his own affairs and certainly in a position to consider and determine whether he wishes to institute a claim against the First Respondent or not. Should the Plaintiff wish to dispute or challenge the fees charged or take any other steps or action against the First Respondent, he is perfectly capable of doing so in his own name and unassisted by a curator.

10.

10.1. The Applicant is not vested with the power or authority to launch the present application or seek the relief which is sought in the notice of motion hereto.

10.2. Any powers which the Applicant may have must, of necessity, only be vested in him subject to the court being satisfied that the Plaintiff is not capable of managing his own affairs and requires a curator to represent him and to take steps on his behalf.

10.3. If regard is had to the provisions of the order granted, the relief which the Applicant seeks in the present application are not within the powers granted to the Applicant in terms of his appointment as *curator ad litem*.

11.

11.1. In addition, the relief presently sought by the Applicant against the First Respondent is premised on the basis that the fee agreement concluded between the Plaintiff and the First Respondent is invalid and of no force or effect. The Applicant bases this contention on the recent Full Bench decisions in the North Gauteng High Court in **De La Guerre & SAAPIL v Minister of Justice & Others** referred to in the founding affidavit.

11.2. To the knowledge of the Applicant and his attorneys of record, leave to appeal has been sought against both of those judgments and it is anticipated that the final determination of the

validity of the contingency fee agreement concluded between the parties will be determined by the Appeal Court in due course. In such circumstances, the launching of the present application is premature.

12. It is furthermore abundantly clear that the nature of the relief sought is not appropriate in motion proceedings and any relief of the nature sought by the Applicant (or indeed the Plaintiff in his personal capacity) must, by necessity, be brought by way of action.

13.

13.1. Prior to the filing of this answering affidavit and on 30 April 2013, a letter was addressed by First Respondent's attorney of record to Applicant's attorney of record advising that the application appointing the Applicant as *curator ad litem* was ill-founded in that the Plaintiff, although immobile, still retains the mental capacity to administer his own affairs. The Applicant was accordingly invited to withdraw the application. A copy of the aforesaid letter is annexed hereto marked annexure "F".

13.2. In response to the aforegoing, the Applicant's attorneys responded in terms of a letter dated 2 May 2013 recording that the contents of the said letter was without any rational basis in fact or in law. A copy of the said letter is annexed hereto marked annexure "G".

13.3. As recorded in annexure "G", in such circumstances, the First Respondent intends seeking a special costs order against the Applicant as well as against his attorneys of record.

14. To the extent that it is necessary, I briefly deal with the contents of the founding affidavit. I do, however, reserve to myself the right to deal with the contents of such affidavit more fully in due course should same prove necessary.

15. AD PARAGRAPHS 1 AND 2

Save for denying that the allegations contained in the affidavit are within the deponent's personal knowledge or that they are true and correct, the contents hereof are admitted.

16. AD PARAGRAPHS 3 AND 4

As appears more fully above, I dispute the validity of the appointment of the Applicant as *curator ad litem* to the Plaintiff and dispute the *locus standi* of the Applicant in the present proceedings.

17. AD PARAGRAPHS 5, 6 AND 7

The contents hereof are admitted.

18. AD PARAGRAPHS 8 – 11

18.1. I dispute that the Second Respondent has any interest in the present application or that the Second Respondent should have been joined as a party to these proceedings.

18.2. No case whatsoever is made for the basis upon which it is contended that the Second Respondent has an interest in these proceedings and it is respectfully submitted that the joinder of the Second Respondent hereto constitutes a misjoinder and an abuse of the processes of court and was done merely in an attempt to embarrass the First Respondent.

19. AD PARAGRAPHS 12 – 14

19.1. The circumstances of the collision are not as described by the deponent in paragraph 12 of his affidavit nor are they as described by the Plaintiff's mother in the application for the appointment of the *curator ad litem* at paragraph 9 thereof.

19.2. The deponent contends that the Plaintiff was a passenger in a vehicle that was stationary at a yield sign and was struck from behind by another vehicle. The Plaintiff's mother contends that the Plaintiff was a rear seat passenger in a vehicle that was

stationary at a red traffic light which vehicle was struck from behind by a drunk driver. The actual version of the circumstances of the collision as furnished by the Plaintiff to the First Respondent appears from the affidavit of the Plaintiff dated 6 August 2008, a copy whereof I annex hereto marked annexure "H".

19.3. As appears from the affidavit, the Plaintiff was a back seat passenger in a motor vehicle which entered a dual carriageway in the face of an oncoming vehicle which was approaching in the left hand lane. Plaintiff's driver moved into the right hand lane at which time the oncoming vehicle also moved into the right hand lane thereby colliding into the rear of the vehicle in which the Plaintiff was a passenger.

19.4. As appears from the affidavit and the particulars of claim in the action against the Second Respondent, the vehicle which allegedly collided with the Plaintiff's vehicle was unidentified as it was not found at the scene of the collision, and the action was instituted against the Second Respondent in respect of an unidentified motor vehicle.

19.5. The issue of liability was always of grave concern to me having regard to the allegation that an unidentified motor vehicle caused the collision and that no other vehicle was ever located. It is also apparent from the varying versions now presented that the aspect of negligence and liability was far from clear.

19.6. It is, however, inconceivable to me that the deponent should make an affidavit incorrectly purporting to record the factual basis of the collision. In addition, the deponent does not attempt to correct or make reference to the blatantly false version of the Plaintiff's mother, nor explain why despite being in possession of all documentation including the affidavit of the Plaintiff and the particulars of claim, and also having free access to the Plaintiff, the true version is not placed before this Honourable Court.

19.7. No explanation is furnished by the Applicant's attorneys who also represented Plaintiff's mother in the curator application as to why two different versions of the collision are recorded on oath by the two parties and why the contents of the Plaintiff's affidavit were not disclosed to this Honourable Court.

20. AD PARAGRAPHS 15 – 24

The details of the Plaintiff's injuries and his functionality are fully set out in the various medico-legal reports obtained in preparation for the trial.

ZC BD

21. AD PARAGRAPH 25

21.1. On 6 September 2007 (not 2011 as alleged), Mr and Mrs de Pontes (the parents of the Plaintiff) consulted with Robert (not Kevin) Wilson, a senior candidate attorney then in the employ of the First Respondent. Mr Wilson is presently a practising member of the Johannesburg Bar and I am advised, if necessary, will testify with regard to his consultations and dealings with the Plaintiff and his parents.

21.2. At such meeting, the Plaintiff's father signed a percentage contingency fee agreement, a copy whereof is annexed hereto marked annexure "I". This agreement was subsequently confirmed by the Plaintiff as appears from his thumb prints at the foot of each page of such agreement.

21.3. This agreement constituted the common law contingency agreement which I am advised had been approved and endorsed by the Law Society of the Northern Provinces and which forms the subject matter of the dispute in De La Guerre application which is presently subject to leave to appeal.

ZC

22. AD PARAGRAPH 26

The Plaintiff's claim was by no means assured for the reasons as set out above and, in addition, by virtue of the fact that the Plaintiff was an unsecured passenger and was not wearing his seatbelt. There was, to my mind, indeed a real risk attached to the prosecution of Plaintiff's claim and the issue of liability was only conceded approximately two days prior to the trial.

23. AD PARAGRAPH 27

The contents hereof constitute inadmissible hearsay. In any event at no time during the entire conduct of this matter or thereafter was the issue of the fee disputed or challenged.

24. AD PARAGRAPHS 28 – 30

24.1. The First Respondent has effected a full and comprehensive accounting to the Plaintiff in respect of monies due pursuant to the fee agreement concluded between the parties.

24.2. There is always an inevitable delay from the date of settlement until final accounting before payment is made to a client. In this instance, payment was received from the Second Respondent almost 2 months after settlement of the matter. A party and party bill has to be drawn and taxed and payment of the taxed

ZC BD

bill must be received. In this instance, payment from the Second Respondent was received almost two months after the settlement of the matter. The Plaintiff was advanced an amount of R50,000.00 prior to receipt of any funds and the amount earmarked in respect of past hospital and medical expenses was invested in an interest bearing account and the Plaintiff benefitted by the interest earned.

24.3. It is inconceivable that the Applicant omits to attach page 2 of annexure "JJB7" to its papers with regard to the alleged delay in effecting payment pursuant to the settlement award. I annex hereto marked annexure "J" a complete copy of my letter to the Plaintiff dated 30 March 2011 including page 2 thereof.

24.4. As appears from page 2, the Plaintiff is advised that an amount of R971,690.05 was allocated in respect of outstanding medical aid charges. The Plaintiff's mother had informed me that they were querying the amount due to the medical aid and instructed me not to effect payment to the medical aid until such time as they had resolved this. It was only some months later that I was instructed to effect payment of the amount due to the medical aid which I duly did. Thereafter, a final account was prepared for the Plaintiff and a final payment of R40,170.90 was effected including interest which had accrued on monies held on Plaintiff's behalf.

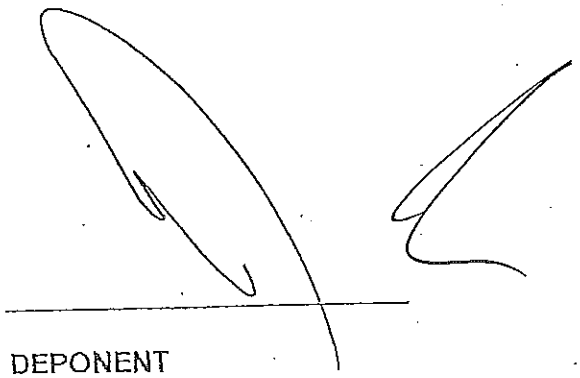
25. AD PARAGRAPHS 39 – 60

25.1. It is respectfully submitted that the contents hereof are irrelevant to the present application and have no bearing on the issues presently in dispute between the parties.

25.2. As stated above, it is respectfully submitted that the Applicant has no *locus standi* to represent the Plaintiff in these proceedings and in addition has no authority to deal with the issues contained herein. Should the Plaintiff have any disputes or issues with regard to the manner in which I and the First Respondent dealt with his action, then he is entitled to raise same and we shall deal with this at the appropriate time and in the appropriate forum.

25.3. I accordingly reserve to myself and the First Respondent the right to deal with the contents hereof at the appropriate time, if necessary.

WHEREFORE I pray that it may please this Honourable Court to dismiss the costs *de bonis proprils* and on the attorney and own client scale.



DEPONENT

SIGNED AND SWORN TO BEFORE ME AT JOHANNESBURG ON THIS THE 14TH DAY OF MAY 2013, THE DEPONENT HAVING ACKNOWLEDGED THAT SHE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THAT SHE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH AND THAT SHE CONSIDERS THE SAME TO BE BINDING ON HER CONSCIENCE.

COMMISSIONER OF OATHS

ZAYD MAHOMED COOVADIA
ATTORNEY
143 JAN SMUTS AVE
PARKTOWN.

Jacob

From: Ronaldb@bobroff.co.za
Sent: 22 March 2006 05:47 PM
To: Jacob
Subject: Fw: GLEN VIVIAN - REF:9336

PLSE PRINT FOR THE FILE

----- Original Message -----
From: Glen Vivian
To: ronaldb@bobroff.co.za
Cc: 'The Vivians'
Sent: Wednesday, March 22, 2006 5:38 PM
Subject: GLEN VIVIAN - REF:9336

Dear Ronald,

I thank you most sincerely for your telephonic assistance today with regard to the above file reference, and the advice given telephonically.

Listed below are the confirmations and instructions discussed:

- I hereby give my instruction to settle the above claim at best.
- I hereby record and confirm that I understand your concerns about potential future medical conditions that might present due to the accident.
- I currently feel that I am in good health and able to work normally.
- I hereby absolve your practice from any future responsibility that potentially might present from the motor vehicle accident on 19 February 2005.

I appreciate your gesture of not charging additional fees (applicable where client does not follow advice given) and only charging the %rate set out in the contract signed at my consultation with Anna (20% or 25%, I cannot recall which it was according to the contract I signed with Anna).

Yours faithfully,

Glen Vivian

Darren Bobroff

From: Glen [newzealandsam@gmail.com]
Sent: 02 August 2012 11:39 PM
To: Darren Bobroff; Mariangela Venturi
Subject: Glen Vivian -Bank- Swift details

Hi Darren and Maria,

Thank you again for the great work on the matter.
1)Please find attached my bank details, including swift details.
2)Could you please draft the letter that I discussed with you for my bankers, confirming that we won a high court settlement on a matter you were handling for me, including the approximate Rand value and the expected settlement date, including that interest accrues from end September 2012.
3) Did you receive my Nedbank Credit card matter - email?

4) I look forward to catching up before I depart SA on 15 Sept. I'm back in Jhb on 14 Sept.

5) Please could you email me a bill of costs once we have all costs .

6)Is it ok if I forward the 4 Airline invoices once I'm back in NZ,
As I cannot get that info until I return there?

Many thanks again,
Glen Vivian

Sent from my iPhone

Begin forwarded message:

From: "Nixon, Jill" <Jill.Nixon@anz.com>
Date: 02 August 2012 7:11:43 AM SAST
To: <newzealandsam@gmail.com>
Subject: Swift details

Hi Glen,

ANZBNZ22 is the New Zealand Swift code.

Your account number is: 010745-0127751-50
Account name: The Vivian Family Trust
Address: 190B Fitzherbert Avenue, Palmerston North
Bank: ANZ Bank, Cnr The Square & Broadway Ave, Palmerston North

Kind regards

Jill Nixon | ANZ | Business Manager | Business Banking
234 Ruahine Street, Palmerston North
Phone: 06 352 9221 | Mobile: 027 687 7809 | Fax: 06 355 5452

FILE NOTE BY MR R BOBROFF

File Number:	9336
Client's Name:	MR G VIVIAN
Date:	22 MARCH 2006

NOTE

LONG TELEPHONIC CONSULTATION WITH MR VIVIAN IN NEW ZEALAND TO INFORM HIM OF THE RAF'S OFFER TO SETTLE HIS CLAIM AT R45000. HE WANTS TO ACCEPT THIS OFFER OR WHATEVER OTHER OFFER THE RAF MAKES AND SAYS THAT HE HAS NO HEALTH PROBLEMS WHATSOEVER.

HE WANTS OUT.

I WARNED HIM OF THE RISKS OF A CONCUSSIVE INJURY CAUSING LATER PROBLEMS AND THE NEED FOR HIM TO UNDERGO A MEDICO LEGAL EXAMINATION BUT HE WAS ADAMANT THAT HE WANTED TO ACCEPT THE R45,000 ON HIS BEHALF.

I ASKED HIM TO SEND US AN EMAIL WITH INSTRUCTIONS TO SETTLE AT BEST AND TO INDEMNIFY US.

22/3/06 - HSRA TOLD CONSULT THE WRONG OWT - THEY HAVE OF RIGHTS. WE CONCESSIONARE TO. HAVE SENT B/M INSTRUCTIONS - TO SETTLE AT 100% OF 1 & FUTURE LOSS

RONALD BOBROFF & PARTNERS

Date: 28/02/2006
Per Telefax: 011 880 6784

Docex : 153

'Without Prejudice'

PARKLANDS

Dear Sir/Madam

CLAIMANT : VIVIAM, GD
YOUR REF : GH/9336
OUR REF : 10/774751/06/0

Without prejudice or admission of liability and by way of an offer in full and final settlement of the claimant's capital claim and costs, the RAF hereby offers the following:

Past Hospital/Medical Expenses		R 7 277.55
Private Hospital	R 320.00	
Medical Expenses	R 6 957.55	
General Damages		R 35 000.00
SUB-TOTAL		R 42 277.55
Plus: Costs Contribution including Disbursements		R 3 000.00
Expert Contribution	R 0.00	
Attorney Contribution	R 3 000.00	
Alternatively, Taxed or agreed party and party costs on the appropriate scale.		
TOTAL		R 45 277.55

An undertaking in terms of Section 17 (4)(a) of the Road Accident Fund Act, Act no 56 of 1996.

A discharge form will be sent to you on receipt of written confirmation that the offer is accepted. This discharge form will be invalidated in the event of any alterations and/or amendments being affected thereto after date of issue by the RAF.

If this offer of settlement contains an offer of a contribution in respect of party and party costs, and you would prefer to submit a bill of costs, kindly indicate this in your letter of acceptance to enable the RAF to correctly complete the discharge form.

In the event of either the capital or costs offered exceeding R25 000.00, this offer is conditional on the claimant accepting structured payment of the capital and/or costs.

A. CAPITAL

This offer is conditional on the claimant accepting structured payment of the capital amount of R42 277.55 in 2 installments, the first installment of R21 138.77 will be paid on the 28th day of the month following receipt of the discharge form signed by the claimant and subsequent equal installment(s) of R21 138.78 each will be paid on the 28th day of each successive month.

B. COSTS

i) In the event of the claimant accepting the cost contribution offered, payment of the cost contribution in the sum of R3 000.00 will be made on the 28th of the month following receipt of the discharge form signed by the claimant.

ii) In the event of the claimant submitting a bill of cost, payment of the taxed or agreed party and party costs less than R25 000.00 will be paid on the 28th day of the month following the settlement of the costs, alternatively the taxation of the bill.

The RAF will not be liable to pay any interest on the capital and/or cost amounts by reason of the payment in installments.

80

RAF ID5

This offer remains open for acceptance by the claimant for a period of two months from the date of its' issue and if not accepted within that period, will automatically lapse and will only be reinstated at the sole election of the RAF. However in the event of a claim becoming prescribed within the aforesaid two month period, the offer will only remain open for acceptance until the day preceding the date on which the claim becomes prescribed.

If this offer is purportedly accepted on the strength of the power of attorney given by a claimant who has died prior to such purported acceptance, a valid settlement agreement will not come into existence, and any payment erroneously made by RAF in terms of such putative settlement agreement will be fully refundable to the RAF by the person or firm who so purported to accept this offer or to whom such payment was made.

By accepting this offer the claimant will warrants that he/she has fully disclosed to the RAF all costs due any supplier, and that where he/she is entitled to payment under the Occupational Injuries and Diseases Act, that he/she fully informed the RAF of all payments received and to be received.

On acceptance of the offer, kindly furnish the RAF with complete details as to the bank account into which all the payments should be made.

ACCOUNT DETAILS:

Name of Account Holder	: RONALD BOBROFF & PARTNERS
Branch	: 004305 STANDARD ROSEBANK JHB
Type of Account	: CQ CHEQUE ACCOUNT
Account Number	: 001995049

Yours faithfully

For CHIEF EXECUTIVE OFFICER

AYANDA MBILASE ayandamb@raf.co.za (011)2230166

67

80

Received from Mr. Rondgen
on 15/07/2015

RB19

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case No: 61790/12

In the application by:

THE LAW SOCIETY OF THE NORTHERN PROVINCES	Applicant
and	
JENNIFER GRAHAM	First Applicant in main application
MATTHEW GRAHAM	Second Applicant in main application
ROAD ACCIDENTFUND	Intervening third applicant in main application
RONALD BOBROFF & PARTNERS INC	Second Respondent in main application
RONALD BOBROFF	Third Respondent in main application
DARREN BOBROFF	Fourth Respondent in main application

FILING NOTICE

DOCUMENT FILED : **LAW SOCIETY'S AFFIDAVIT: APPLICATION IN TERMS OF RULE 30 OF THE UNIFORM RULES OF COURT**

FILED BY : **ROOTH & WESSELS INC**
Attorneys for Applicant
Walker Creek Office Park
Walker Creek Two
Floor Two
Muckleneuk, PRETORIA
Tel.: (012) 452 4066

ROOTH & WESSELS
ATTORNEYS

2

Fax.: 086 613 7242
Ref.: Mr A Bloem/cj/MAT24951

TO: **THE REGISTRAR OF THE HIGH COURT**
PRETORIA

AND TO: **EDWARD NATHAN SONNENBERGS**
Applicants in main application
1 North Warf Square
Loop Street, Foreshore
Cape Town
Ref: G van Niekerk/0318115
C/O WEAVIND & WEAVIND INC
Weavind Forum
573 Fehrsen Street
New Muckleneuk
Pretoria
Tel: 012 346 3098
Fax: 086 618 4958
E-mail: seanv@weavind.co.za
Ref: S. Van Der Merwe/E98057

Received a copy hereof on this
____ day of July 2015

AND TO: **WEBBER WENTZEL ATTORNEYS**
C/O RONTGEN & RONTGEN INCORPORATED
Attorneys for 2nd, 3rd, & 4th Respondents
HB Forum
13 Stamvrug Street, Val de Grace
Pretoria
vheerden@hblaw.co.za
Tel: 012 481 3555
Fax: 086 673 2454
Ref: Mr KM Rontgen snr

Rontgen & Rontgen Ingelyf/Incorp
Without prejudice / Sonder benadeling
2015 -07- 15
Sign / Ontvang
Time / Tyd 10:15

Received a copy hereof on this

____ day of July 2015

AND TO:

HOGAN LOVELLS (SOUTH AFRICA)
Incorporated as Routledge Modise
Intervening 3rd Applicant's Attorneys
Ref: R Pillay/lv/I32225
c/o RIC MARTIN INCORPORATED
Block E, Glenfield Office Park
361 Oberon Avenue
Faerie Glen, Pretoria
Ref: Ric Martin/cvm/000043
Fax: 086 535 9794
E-mail: ric@ricmartinlaw.co.za

Received a copy hereof on this

____ day of July 2015

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case No: 61790/12

In the application by:

THE LAW SOCIETY OF THE NORTHERN PROVINCES	Applicant
and	
JENNIFER GRAHAM	First Applicant in main application
MATTHEW GRAHAM	Second Applicant in main application
ROAD ACCIDENTFUND	Intervening third applicant in main application
RONALD BOBROFF & PARTNERS INC	Second Respondent in main application
RONALD BOBROFF	Third Respondent in main application
DARREN BOBROFF	Fourth Respondent in main application

LAW SOCIETY'S AFFIDAVIT: APPLICATION IN TERMS OF RULE 30 OF THE UNIFORM RULES OF COURT

I, the undersigned,

SOLOMON STRIKE MADIBA

do hereby make oath and say:

1. I am the President of the Law Society and I am authorized to depose to this affidavit on behalf of the Law Society. The contents of this affidavit, where they are within my own knowledge, are true and correct. Where the contents are not within my own knowledge, they have been made known to me and I believe in their veracity. I rely of the advice of experts and the Law Society's attorneys.

2. The Law Society has indicated that it will not participate in the application in terms of Rule 30 of the Uniform Rules of Court, brought by the Bobroffs.

3. The Law Society has however been provided with a copy of the answering affidavit to the Bobroffs' Rule 30 application, deposed to by attorney Anna Maria Joubert (attorney Joubert). I am duty bound to comment briefly on two aspects that have been raised in the said answering affidavit.

The first aspect

4. The attorneys for the Grahams appear to be unable to resist an opportunity to criticize the Law Society. Attorney Joubert has done so, yet again, in paragraph 12 of her affidavit.

5. Attorney Joubert repeats the allegation that the Law Society has failed in its statutory mandate as the custodian of the legal profession. I vehemently deny this allegation.

6. Attorney Joubert furthermore alleges that the so-called "need for action" was ignored by the Law Society. This allegation is, likewise, without merit and denied.

7. Attorney Joubert's abovementioned allegations are not appreciated by the Law Society. They are factually incorrect, contemptuous and irresponsible. The Law Society reserves its right to reply to the said allegations in more detail at the appropriate time and in the appropriate forum.

The second aspect

8. The second aspect is the reference by attorney Joubert to the involvement of Discovery in these proceedings. She oddly and inappropriately refers to Discovery's "apparitional role" in the proceedings. She, in addition, refers to the Bobroffs' references to Discovery and its involvement as "prolix".

9. The active involvement of Discovery in these proceedings is well known by now. Although Discovery's involvement was previously denied by attorney van Niekerk under oath, it now appears to be common cause.

10. Discovery's involvement is very relevant to the proceedings, particularly to the counter-application and impacts on the substance thereof.

11. Should the counter-application be allowed to continue, alternatively should a similar application be brought by attorney van Niekerk, the Law Society will in its answering affidavit disclose to the Honourable Court the true facts concerning Discovery's involvement in the matter, the nature and extent thereof, its effect on the proceedings and its consequences for those involved.

12. In respect of the relief sought in the notice of motion to the application in terms of Rule 30, the Law Society abides by the decision of the Honourable Court.

SOLOMON STRIKE MADIBA

I certify that this affidavit was signed and sworn to before me in my capacity as commissioner of oaths at Pretoria on this the day of July 2015 by the deponent who:

(a) confirmed that he:

(i) knows and understands the contents of this affidavit;

(ii) has no reservations about making the oath;

(iii) considers the oath as binding on his conscience;

(b) uttered the words **"So help me God"**.

COMMISSIONER OF OATHS

Full names :

Full address:

Area :

Capacity :

Paul Krugerstraat 118 Paul Kruger Street
Pretoria 0002

RB 20a

Darren Bobroff

From: De Swardt, Jann: Absa <jands@absa.co.za>
Sent: Monday, November 04, 2013 1:35 PM
To: Darren Bobroff <darren@bobroff.co.za> (darren@bobroff.co.za); maria@bobroff.co.za
Subject: FW: RYAN DE SWARDT / RAF
Attachments: Ronald Brobroff andAssociates.docx

Dear Maria,

Sorry taken so long to reply but been busy with Staff PD's etc.
I have attached a Testimonial Letter for you as promised.

Just a quick question. When will Ryan be receiving the first payment? He has ordered his bakkie and the Dealership are wanting confirmation that it is all in order and that there is money to pay for it. You know 'boy's with their toys', but he is panicking. It has been his dream to own for years!

Phillip is busy with the trust account but says it will take a while and that Darren will monitor the funds till the account is opened.

Thank you again for all you did. It has really changed Ryan's life and given him the motivation to reach for the stars in the future!

Kind Regards,
Jann

From: Mariangela Venturi [mailto:maria@bobroff.co.za]
Sent: 25 October 2013 12:21 PM
To: ryandeswardt85@gmail.com; De Swardt, Jann: Absa
Subject: RYAN DE SWARDT / RAF

Dear Ryan and Jann,

Please find attached the draft order and corresponding trust deed.

I have passed your details onto Philip at ABSA.

Please let me know if he does not contact you in the next week.

Once again I am glad that we got such a good result for you and all the best for the future.

Kind regards
Mariangela Venturi
B.Comm Law, LLB, Higher Diploma in Tax Law

RONALD BOBROFF AND PARTNERS INC ATTORNEYS

60

RB 20b

Ronald Brobroff and Associates

4th November 2013

Dear Darren and Maria,

Just a thank you for the excellent service Ryan received from you and your Company. He is thrilled at the Amount that he received from the Road Accident Fund. Without your help he would never have managed to receive the settlement he did. This has changed his whole life and given him the opportunity to move on into the future.

Once again, thank you. We will recommend your company to all in the future where we can.

Kind Regards,

Jann

BD

RB 21

Affidavit SB drafted by D Scholtz
22/09/2014

IN THE SUPREME COURT OF APPEAL OF SOUTH AFRICA
(HELD AT BLOEMFONTEIN)

SCA CASE NO: 20366/2014
COURT *A QUO*: 61790/2012

In the matter between:

RONALD BOBROFF & PARTNERS INC	First Applicant
RONALD BOBROFF	Second Applicant
DARREN BOBROFF	Third Applicant

and

JENNIFER GRAHAM	First Respondent
MATTHEW GRAHAM	Second Respondent
THE LAW SOCIETY OF THE NORTHERN PROVINCES	Third Respondent
ROAD ACCIDENT FUND	Fourth Respondent

SUPPLEMENTARY AFFIDAVIT

I, the undersigned,

STEPHEN BEZUIDENHOUT

do hereby make oath and state as follows:

1. I am a director of the first applicant and I am authorised to depose to this affidavit on behalf of the applicants.

2. The facts set out in this supplementary affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my belief both true and correct.

3. I am advised that the applicants do not have a right to file a supplementary affidavit in response to the respondents' replying affidavit, unless this Honourable Court permits the acceptance of this additional affidavit. I submit that it is in the interest of justice to permit this brief affidavit, dealing with new matter and facts pertaining to the main issues in dispute.

Ad the answering affidavit of George van Niekerk

4. The applicants' case is that the order made in paragraph 3 ("**the offensive order**") is over broad and not sustainable by reference to the issues in the application. This order is an abuse because it entitles not the applicants, but Discovery Health, represented by Mr van Niekerk, to pursue a personal agenda against the applicants.

5. In paragraphs 26 and 27 of Mr van Niekerk's affidavit resisting the application for leave to appeal to this court, Mr van Niekerk seeks to exclude and downplay the role of Discovery Health by referring to the applicants' case as *"the apparitional role of Discovery Health and its "vendetta" against them"* and *"the prolix references to Discovery Health, and the hauntings of prejudice contended for by Ronald Bobroff & Partners Inc ("RBP") and the Bobroffs"*. Mr van Niekerk's case, in his own words, is that *"Discovery Health is not a party to this litigation – directly or indirectly"*;

6. I submit that Mr van Niekerk is wrong and misleading the court. First, to the knowledge of Mr van Niekerk in the court *a quo*, it was the Law Society which made the telling point that Mr van Niekerk is not acting in the interest of the applicants, but was pursuing a case for Discovery Health.

7. Secondly and subsequent to the judgment being delivered on 15 April 2012, Discovery Health addressed a letter to RBP's clients on 13 May 2014, a copy of which is attached hereto marked **"SB1"**. I pray that the contents of **"SB1"** be considered by this Honourable Court in support of my contentions.

8. I point out to this court that despite diligent enquiries on my part from colleagues, who conduct significant personal injury practices in Gauteng, a similar letter to that of **"SB1"** has not been sent by Discovery Health challenging other attorneys who have utilised common law contingency fee agreements.

9. RBP has publicly decried Discovery Health's failure to disclose to its members the implications of its Rule 15.6.1 which contains exclusions entitling Discovery Health to refuse its insured members and their dependents any medical care which is due "to the act of another" unless the member agrees at his or her risk and cost to claim on Discovery Health's behalf against the alleged wrongdoer for repayment of all medical costs paid by Discovery Health for the member's treatment. RBP has contended that this is in contravention of the provisions of the Medical Schemes Act and materially prejudices the interests of the members of Discovery Health.

10. I also wish to draw to the attention of this Honourable Court the fact that at the hearing of the application to the Court *a quo* for leave to appeal on 30 June 2014,

the head of Discovery Health's Road Accident Fund Medical Costs Recovery Department, Mr Jeffrey Katz, told me and my partners, Ronald Bobroff and Darren Bobroff, the following:

"Don't waste your time with appeals. We are going to destroy you all".

11. In these circumstances, I pray that the court permits the receipt of this additional affidavit.

STEPHEN BEZUIDENHOUT

THUS DONE AND SIGNED BEFORE ME AT **JOHANNESBURG** THIS 22nd DAY OF **SEPTEMBER** 2014, AFTER THE DEPONENT DECLARED THAT HE IS FAMILIAR WITH THE CONTENTS OF THIS AFFIDAVIT AND REGARDS THE PRESCRIBED OATH AS BINDING ON HIS CONSCIENCE AND HAS NO OBJECTION AGAINST TAKING THE SAID PRESCRIBED OATH. THERE HAS BEEN COMPLIANCE WITH THE REQUIREMENTS OF THE REGULATIONS CONTAINED IN GOVERNMENT GAZETTE R1258 DATED 21 JULY 1972 (AS AMENDED).

COMMISSIONER OF OATHS

FULL NAME: _____

ADDRESS: _____

_____

DESIGNATION: _____

YOLANDA STEFFENS
COMMISSIONER OF OATHS
PRACTISING ATTORNEY
149 OXFORD ROAD
ROSEBANK, JOHANNESBURG
REPUBLIC OF SOUTH AFRICA

RB22a

ARTICLES BY TONY BEAMISH

12 January 2014 -	Article on Moneyweb – "RAF attorneys still not off the hook"
27 January 2014 -	Article on Moneyweb – "D-day for the Bobroffs, Law Society"
28 January 2014 -	Article on Moneyweb – "RAF enters the Bobroff fray"
28 January 2014 -	Article in the Citizen – "Bobroff & Son accused of over-charging"
29 January 2014 -	Article in the Citizen – "RAF joins Bobroff & Son in court battle"
29 January 2014 -	Article on Moneyweb – "Discovery Health versus the Bobroffs"
30 January 2014 -	Article on Moneyweb – "Judge to decide Bobroff – and Law Society's fate"
20 February 2014 -	Article on Moneyweb – " Bobroff's contingency regime unlawful"
21 February 2014 -	Article on Moneyweb – "Knock, knock, knocking on Bobroff's door"
22 February 2014 -	Article in the Citizen – "' Road kill' lawyer's profits hit the skids"
9 April 2014 -	Article in the Citizen – "Bobroff accounts are taken apart"
24 April 2014-	Article in the Citizen – " Bobroffs ordered to repay client R2.1m"
12 May 2014 -	Article on Moneyweb – "A bitter pill for the Bobroffs"
19 May 2014 -	Article on Moneyweb – "Discovery-Bobroff fight turns to old clients"
30 June 2014 -	Article on Moneyweb – "Bobroffs score 'own goal' twice on the same day"
1 July 2014 -	Article in Noseweek – "Bobbing and weaving"
1 July 2014-	Article in the Citizen – "Law Society prises open Bobroffs' books"
29 July 2014 -	Article on Moneyweb – "When collegiality equals complicity"
30 July 2014 -	Article in the Citizen – "The untouchables? (Bobroff and son)"
15 August 2014 -	Article on Moneyweb – "Another bitter blow for the Bobroffs"
15 August 2014-	Article in the Citizen – "Bobroffs lose again in war over client money"
September 2014-	Article in Noseweek – "Bobroffs take human trafficking victim for a ride"

22 September 2014 -	Article on Moneyweb – "Darren Bobroff a disgrace to the law society-LSNP"
28 October 2014 -	Article on Moneyweb – "Bobroff shouts "Vendetta""
4 December 2014 -	Article on Moneyweb – "Bobroff finally concedes his fee agreements are illegal"
12 January 2015 -	Article on Moneyweb – "The second string to the Bobroffs' bow"
19 February 2015 -	Article on Moneyweb – "Bobroffs hit with a massive interest bill"
18 March 2015 -	Article on Moneyweb – "Ronald and Darren Bobroff found guilty of contempt of court"
29 April 2015 -	Article on Moneyweb – "Bobroffs face their toughest challenge yet"
29 August 2015-	Article on Moneyweb - "Bobroffs delaying tactics draw judicial censure"
31 August 2015 -	Article on Moneyweb – "Bobroffs' delaying tactics draw judicial censure"

RB22b

INDEX

a) "Ronald Bobroff is to South African Law, what Bernie Madoff was to the United States Security Exchange Commission"
b) "It is clear that all Ronald Bobroff has done for the legal profession is to bring in into disrepute under the guise of a benevolent benefactor"

21) 5 Mar 2015- Tweet by Millar "Used to be that used car salesman were the only ones giving the goods a
"Haircut" – ambulance chasers are now getting in on the action"

24) 7 Aug 2015- Retweet by Millar of Consumerfumer's tweet "@TonyBeamish needs a bullet proof onsie to protect him from personal injury lawyers who rip off clients & the RAF"

25) 9 Aug 2015- Retweet by Millar of Consumerfumer's tweet "Bravo @zunelle Eagerly awaiting your next set of results in your fight against legal fraternity fraudsters #nonamesmentionedjustyet"

26) 10 Aug 2015- Retweet by Millar of Consumerfumer's tweet "@coravandermerwe And by the time the lawyer has taken an outrageous percentage of the RAF settlement the client can't even afford to buy a Tata"

Retweet by Millar of Consumerfumer's tweet " Overreaching ambulance chasers see every injury as an open sesame to great riches with little regard for the victim"

27) 26 Aug 2015- Retweet by Millar of Cora van der Merwe's tweet " Ronald Bobroff & Partners has Effectively been told by the court to face the music and open its books to scrutiny"

27 Aug 2015- Retweet by Millar of Lisa K's tweet "At the very least, the Law Society ought to have moved for the immediate suspension of the Bobroff's..."

28) 27 Aug 2015- Retweet by Millar of Consumerfumer's tweet "This sounds like the title for a non fiction best seller: 50 Shades of Delay - How to avoid accountability #Bobroff

29) 31 Aug 2015- Retweet by Millar of Consumerfumer's tweet "Self-saboteurs ignore advice from counsel & keep posting venom that ends up as screen grabs 2 compromise their already precarious positions"

30) 25 Sep 2015- Retweet by Millar of Consumerfumer's tweet "Just made an 8 letter word in Scrabble thanks to my opponent leaving the letter 'a' open I was able to use my 7 tiles to make 'vendetta'"

Retweet by Millar of Cora van der Merwe's tweet "according to Wigmore, cross-examination is the greatest legal engine ever invented for the discovery of truth"

31) 26 Sep 2015- Retweet by Millar of Lisa K's tweet "Every scrabble player should use The Village Idiots Guide to 7 letter words like 'touting' 'dubious' & 'corrupt'"

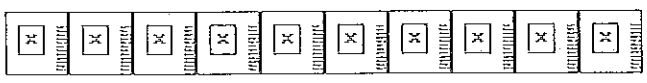
RB23

From: "Newsinfo S A" <newsinfosa@gmail.com>
Date: 30 September 2014 at 15:31:15 SAST
To: monabean74@gmail.com
Subject: When collegiality equals complicity (N)

LSNP conduct makes Bobroff seemingly untouchable.

Observers of the charade that has played out over the last few years by the Law Society of the Northern Provinces, and the father and son personal injury lawyers Ronald and Darren Bobroff, share the sense of outrage at what appears to be, at the best, the turning of a blind eye by the Law Society, and, at worst complicity, in what has the hallmarks of a massive fraud by the Bobroffs on their clients, and on the Road Accident Fund.

Read more here.



RD

RB 24

From: Dewey Cheatham and Howe <deweycheathamandandhowe@gmail.com>
Date: 30 January 2015 at 09:32:27 SAST
To: undisclosed-recipients:;
Subject: With Apologies to Dr Seuss

With Apologies to Dr Seuss & The Places You'll Go

Congratulations RBP
Today is your day
To be struck off the roll
So be off and away!

With no brains in your head
And the feet in your shoes
Just steer yourselves away
From the profession you abuse

You'll be out on bail and you know what that means
You'll be replacing your Klippies with dry bread and beans.

Behind bars as you sit awaiting your cell-by date
There will be hours in which to contemplate
The contingency fees that made you so rich
Alongside your new position as Krejcir's bitch.

Oh where is O'Sullivan to lend a hand
He's upped his fee to 3 million grand.

Graham, de la Guerre, de Pontes, Motara and the rest
Whose RAF pay outs you stole to invest
In South African assets and accounts overseas
As you continued to do as you please.

In the manner of a blood money sucking vampire bat
You feasted on client's misery while your coffers grew fat.

When attempts were made to bring you to book
You posted lies on your website and cocked a snook
At all of your detractors and cried 'vendetta'
On social media and email letter

Now Darren Bobroff, your son and heir
With the mouth and brain of a potty chair
Was partly responsible for sealing your fate
If only you'd kept him in a muzzled state

While I could sit and rhyme all day
I think it's sufficient to just say
That what the LSNP failed to do
Is simply karma coming back at you.

RB 25

Norman Berger & Partners Inc

Attorneys, Notaries, Conveyancers & Administrators of Deceased Estates

Our Ref: Mr Millar/ Mr Shipalana/su
Your Ref:

BY HAND
BY EMAIL: director@lsnp.org.za
BY FAX: (012) 323 2606 & (012) 325-5877

Attention: Mr M Grobler
The Director of the Law Society of the Northern Provinces
Ground Floor, Procforum Building
Paul Kruger Street
Pretoria

28 January 2015

84 – 6th Avenue corner Louis Botha Avenue
Highlands North JOHANNESBURG
2192

P O Box 250
Highlands North
2037

Telephone: +27 (11) 786 3096
Telefax: +27 (11) 786 3111

Deeds Office Lodgement No: 9 Johannesburg

e-mail: info@normanberger.co.za
website: www.normanberger.co.za

Registration Number: 2000/011637/21
VAT Number: 4160195295

Dear Mr Grobler,

REQUISTION/REQUEST IN TERMS OF RULE 16 OF THE RULES OF THE LAW SOCIETY FOR THE COUNCIL TO CONVENE A SPECIAL MEETING

We enclose herewith a written notice calling on the council to convene a special meeting in terms of the Rules for the consideration of the Resolutions reflected therein by the members.

The notice calling for such meeting has been signed by 108 members currently on the practicing Roll and 2 members on the non-practicing Roll.

In view of the fact that the Rules provide that the meeting may also be held in Johannesburg and given that the anticipated number of attendees at the meeting will not be able to be accommodated at the Law Society's offices in Pretoria, we request on behalf of all 110 signatories that when the meeting is convened it is convened at a venue in Johannesburg.

Our recollection is that the last time any meeting of the Law Society of the Northern Provinces was held in Johannesburg, was the Annual General Meeting at the Indaba Hotel in Fourways in 1995 and Johannesburg should in the circumstances be the city in which this meeting is to be held.

Kindly acknowledge receipt of this letter and its annexures.

Yours faithfully
Norman Berger & Partners Inc

Per: Mr AP Millar

BD

REQUISITION IN WRITING IN TERMS OF RULE 16 OF THE RULES OF THE LAW SOCIETY FOR THE COUNCIL TO CONVENE A SPECIAL MEETING

1. In terms of rule 16, we the undersigned members, request that the Law Society convene a special meeting to deal with the following proposed resolutions:

   (a) That the present indefinite suspension of rules 30(2) and 31 to 43 be rescinded and that the Law Society strictly adhere to the rules relating to the elections of councillors.

   (b) That the present rule 30(2) be amended to substitute the expression

   > *"in the year first following upon the year in which the rules are promulgated and in every third year after the year in which such election is held"*

   with the expression:

   > "by *no later than 1 April 2015, in the third year following such general election and thereafter in every third year*".

MOTIVATION

The statutory constituent of the Law Society of the Northern Provinces, unlike the BLA and NADEL constituents, has had approximately one election in the last 20 years. This is not democratic and it does not allow new ideas and a more energetic approach by the Council to its affairs. It can hardly be said, in the absence of regular elections, that the views of the Council represent those of the members.

2. That the Society:

(i) Removes the indefinite suspension of the existing rule 47.3; and

(ii) Adopts the following new rule 47.4:

> "*47.4 In the event of a vacancy arising in the Council on the statutory component of the Society, the position shall be filled firstly with reference to the election results of unsuccessful candidates during the election immediately preceding such vacancy who are then still available and eligible in descending order of votes obtained. In the absence of such candidates, the statutory component of the Council, sitting as a caucus, shall fill such vacancy in consultation with any active Attorneys Association in the area, in the manner determined by it.*"

MOTIVATION

The current rule provides that the Council may select replacements. This position ignores the will of the members of the Society and is irreconcilable with a democratic society, unless there are no other obvious candidates. It is submitted that this rule, which is similar to the provisions of the Gauteng Law Council, would be the appropriate way to deal with such matters.

3. That the following rules of the Law Society be amended as stated below:

(i) Rule 30A.1.1 by replacing the word "*three*" with the word "*five*".
(ii) Rule 30A.1.2 by replacing the word "*two*" with the word "*three*".
(iii) Rule 30A.1.4 by replacing the word "*two*" with the word "*one*".

MOTIVATION

By far the biggest number of non-BLA and non-NADEL members forming the statutory component of the Law Society of the Northern Provinces practice in Johannesburg and Pretoria. In terms of the current dispensation councillors

BD

practicing in these areas effectively represent approximately 1 000 attorneys each, whereas statutory component attorneys practicing in the three smaller provinces represent approximately 50 attorneys each. This skewing of Law Society representation is not democratic and accordingly we propose that the figures must be adapted to more accurately reflect the demographics of the profession and to allow those areas, with a far greater concentration of attorneys, more representation and input in the affairs of the Law Society of the Northern Provinces.

4. To amend rule 25.4 to replace the word "*five*" with the word "*fifty*".

MOTIVATION

The quorum rule of the Law Society of the Northern Provinces does not accord with the rules/proposals in other Provinces. The current rule minimises the involvement of members of the profession and the affairs of the profession at meetings that, for a variety of reasons, they cannot attend in person. Increasing the number of proxies will allow representation in respect of a greater percentage of the membership to be heard on important issues.

5. The following rules of the Law Society are recorded for convenience sake:

> "*17.4 in the case of a meeting requisitioned under rule 16 the meeting shall be convened for a date not more than 30 clear days after the lodgement of the signed requisition with the secretary and shall be held at such time and at such place in Pretoria or Johannesburg as the President may determine.*
>
> *18. No business other than that for which a special meeting has been convened may be dealt with at that meeting.*

BD

THIS REQUISITION NOTICE IS SIGNED BY THE FOLLOWING MEMBERS:

NAME	FIRM NAME	FIRM ADDRESS	SIGNATURE	DATE
MICHAEL KATZ	ENS AFRICA.	150 West Street		26 Jan. 2015
Norman Berger	Norman Berger	84 6th Avenue Highlands North		26 JAN 2015
Anthony Millers	Norman Berger & Partners	84 6th Ave Highlands North		26 Jan 2015
Brenda Shipalana	Norman Berger & Partners Inc	84-6th Avenue Highlands North		28 Jan 295
JACOB SEROBE	NORMAN BERGER & PARTNERS INC	84-6th AVENUE, HIGHLANDS NORTH		28 JAN 2015
EDWARD BODA	ENS	150 WEST ST, SANDTON		26/01/2015
Zelda Blieden	ENS	150 West Str, Sandton		26/01/2015
Emily Joubert	ENS	150 West Street, Sandton		26/01/2015
Mark Judelson	ENS	150 West Street Sandton		26/1/2015
TM Lee	ENS	150 West Street SANDTON		26/01/2015
Yusi MASHBANE	ENS	150 WEST ST. SANDTON		26/01/2015
Jesse VALK	ENS	150 West St SANDTON		26/01/2015
Dena Singer	ENS	150 West St Sandton		26/01/2015
SANJAY KASSEN	ENS	150 WEST STREET, SANDTON, SANDTON		26/01/2015
Leonard Bilchitz	ENS	150 west street SANDTON		26/1/15
Brad Sacks	ENS	150 West Street Sandton		26/1/15
Shamon Neill	ENS	150 West West, Sandton		26/1/2015
Louis Hiemstra	ENS	150 west Street, Sandton		26/1/2015.
Crystal Alexander	ENS	150 West Street, Sandton		26/01/2015
CRAIG ATHERSON	ENS.	150 WEST STREET, SANDTON		26/01/2015.
[illegible]	ENS	150 West Street Sandton		26/01/2015
Doron Joffe	ENS	150 West St Sandton		26/01/2015
Jan van der Walt	ENS	150 West Street Sandton		26/01/2015

BD

NAME	FIRM NAME	FIRM ADDRESS	SIGNATURE	DATE
M du Preez	ENS	150 WEST STR		26/1/15
S Lewis	ENS	"		26/1/15
C.L. Green	ENS	"		26/1/15
G Edwards	ENS	"		26/1/15
A. Wilson	ENS	"		26/1/15
E Heystek	ENS	"		26/1/15.
Witness Makhubela	ENS	"		26/1/2015
Chris Nkuta	ENS	"		26/1/2015
Lydia Chadraak-Razzak	ENS	"		26/1/2015
Jason Dillon	ENS	"		26/11/2015
Ian Hayes	ENS	"		28/11/2015
Dave London	ENS	"		26/11/2015
Dirk Engelbrecht	ENS	"		26/11/2015
Mzi Mgwili	ENS	"		26/01/15
Zaakir Mohamed	ENS	"		26/01/15.
Fazil Razano	ENS	"		26/01/15
Michael Mulholland	ENS	"		26/01/15
Glenda Benson	ENS	"		"
Gaelyn Scott	ENS	"		"
Carlyn Fitelli	ENS	"		26/01/15
Susan Shaik	ENS	"		26/01/15
Lloyd Christie	ENS	"		26/1/2015
Asile Matla	ENS	"		26/1/2015
Lebza Nkosi	ENS	"		26/01/2015
Cecil Wolfson	ENS	"		26/1/2015

BD

NAME	FIRM NAME	FIRM ADDRESS	SIGNATURE	DATE
RYAN GOODMAN	ENS	150 WEST STREET, SANDTON		26/01/2015
Richardt van Rensburg	"	"		26/01/15
DARREN BAND	ENS	150 WEST ST. SANDTON		26/01/15
DON ALLAWAY	ENS	150 West St. Sandton		26.1.2015
SENZO MSIMANG	ENS	150 WEST ST, SANDTON		26/01/2015
Niel Goertze	ENS	150 West Street, Sandton Sandton		26/1/2015
J. Smit	ENS	150 West Street		26/01/15
H. Meiring	ENS	150 west Str, Sandton		26/01/15
L. HAVENMANN	ENS	150 West St		26/01/15
PAUL ALLAN WILLIAMS	ENS	150 WEST STREET SANDTON		26/01/2015
G. HERTHOLDT	ENS	150 West Street		26/1/2015
D. WANBLAD	ENS	150 WEST STR.		26/1/2015.
A. Ferreira	ENS	150 West Str.		26/18/2015
S. HAYES	ENS	150 WEST ST		26/1/2015
R. ALcock	ENS	150 West St		26/1/2015
A. BEMBRIDGE	ENS	150 WEST ST.		26/1/2015
PL Roos	ENS	150 West St		26/1/2015
Mark Corden	ENS	150 West St		26/01/2015
YA Mendelsohn	ENS	150 West St		26/1/15
Katherine Stuart	ENS	150 West Street, Sandt		26/1/15
Esther Geldenhuys	ENS	150 West Street, Sandton		26/01/2015
Gavan Manuel	ENS	150 WEST STREET, Sandton		26/01/15
Janja Lalbahadur	ENS	150 West Str, Sandton		26/01/15
Dean Lambert	ENS	150 West Street, Sandton		26/01/15
Melanie Mackay	ENS	150 West Street		26/01/15

BD

NAME	FIRM NAME	FIRM ADDRESS	SIGNATURE	DATE
M.S. CEKO	ENSAFRICA	150 WEST STREET		26/01/15
H. MURRAY	AINELLI HELOISE	150 WEST STR		26/1/2015
Chetty	Derushka ENSafrica	150 West Str		26/1/2015
Wade Graaff	ENSAfrica	150 west str		26/1/2015
J. RUSCH	ENS AFRICA	150 West Str		26/1/2015
A. Scallan	ENSAFRICA	150 West Street		26/01/2015
W. Shih	ENSafrica	150 West Street		26/01/2015
Chiu-Chan	ENSafrica	150 west St		26/01/2015
P. Reyburn	ENSafrica	150 West St.		26/01/2015
J. Katz	ENSafrica	150 West St		26/01/2015
V. van Coppenhagen	ENS Africa	150 West Street		26/01/2015
M. Morrison	ENS Africa	150 West Street		26/01/2015
L. Phalatse	ENS Africa	150 West Street		26/01/2015
C. Ismail	ENS Africa	150 West Street		26/01/2015
R. Sikwane	ENS Africa	150 West Street		26/1/2015
K van den Bergh	ENS Africa	150 West Street		26/01/15
T Hlafare	ENS AFRICA	150 WEST STREET		26/01/15
R Hlakhweyo	ENS Africa	150 West Street		26/01/15
K. Abrahams	ENSafrica	150 West Street		26/01/2015
G. Oertel	ENSAfrica	150 West Str.		26/01/2015
Ciara Botha	ENSAfrica	150 West Str		26/01/2015
Y Bhana	ENS Africa	150 West Str.		26/01/15
Nicola du Toit	ENS Africa	150 West St		26/01/2015
Robert Scott	ENSAfrica	150 West St		26/01/2015
B Oosthuizen	ENSAfrica	150 West St		26/01/2015

BP

NAME	FIRM NAME	FIRM ADDRESS	SIGNATURE	DATE
Nicole Amaretti	ENS	150 WEST STREET		26/01/2015
ARMANDO AGUIAR	ENS	150 WEST STREET		26/01/2015
Riccardo Pirrey	ENS	150 WEST STREET		26/01/2015
Nomfile Ndebebimbi	ENS	150 West St		26 Jan 15
Alon Meyerov	ENS	150 WEST ST.		26/01/2015
Lehlohonolo Mokoena	ENS	150 West str		26/01/2015
James Haydock	ENS	150 West Str		26/01/2015
Audrey Johnson	ENS	150 West Street		26/01/2015
Eric Le Granse	ENS	150 WEST STREET		26/01/2015
Sasha Singh	ENS	150 West Street		26/01/2015
Lauren Petersen	ENS	150 West Str		26/01/2015
Thapelo Thekiso	ENS	150 West Str		26/01/2015
Nicole Saunderson	ENS	150 West Street		26/01/2015
Ballvelile Sozi	ENS	150 WEST STREET		26/01/2014
RACHEL KELLY	ENS	150 WEST STREET		26/01/2014
KEVIN MARKMAN	ENS	150 WEST STREET		26/01/2014
Jeffrey Katz	Discovery (NON PRACTISING)	150 West Stret		27/01/2015
Elton Krawitz	Discovery (Non Practicing)	155 West Street Sandton		27 Jan 2015

BD

RB26a

1. Jeff Katz Retweeted

19 Dec 2015

Anthony Millar is the best thing that has happened to law and the LSNP https://twitter.com/TonyBeamish/status/678065550833164289 ...

2. Jeff Katz Retweeted

18 Dec 2015

"Top lawyer is for change" - @TheCitizen_News interviews newly elected LSNP President Anthony Millar aka @zunnelle http://bit.ly/apm01

3. Jeff Katz Retweeted

18 Dec 2015

Top Lawyer is for change: profile of LSNP President Anthony Millar aka @zunnelle - @dLangelise via @TheCitizen_News pic.twitter.com/SVulH7dHpB

BD

RB266

Nov 13 Jeff Katz

Congratulations to Anthony Millar @zunnelle on his elation as President of the LSNP.

Tony Beamish Retweeted

 Nov 13

Congratulations to Anthony Millar @zunnelle on his elation as President of the LSNP.

SA Jewish Board follows

Jeff Katz @Jeffkatz10 Nov 14

@zunnelle obviously meant your 'election' and my 'elation'.

BP

RB 27.

Jeff Katz retweeted

M-Net @MNet May 15

Happy anniversary @carteblanchetv George Mazarakis. At the helm of #Mnet no1 show for 20 years bit.ly/1HkxReN

BP