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LEGAL PRACTITIONER OF THE SUPREME COURT OF NEW SOUTH WALES
AUSTRALIA (NON PRACTICING)

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Our Ref : Ronald Bobroff
Your Ref : Mirah Langer
Date : 16 June 2021

Dear Mirah

You would have received a letter from our attorney Richard Spoor.

However I believe that the following information is directly relevant to your queries, and I deal with same sequentially hereunder.

I did not physically hand over money to bank Leumi representatives at any time, notwithstanding that they frequently offered to take money, coins or travellers cheques especially during the 1990's.

You will note from the attached article (<https://www.timesofisrael.com/why-is-bank-leumi-telling-foreigners-to-close-their-accounts-and-whats-the-link-to-israels-malignant-black-economy>), that it was common practice for both bank Leumi and bank Hapoalim to do so, and further with regards to also transporting money out of America on El Al flights.

I make no excuse for being a passionate Zionist throughout my adult life, and my son since his teenage years as well.

Notwithstanding my betrayal by certain officials within the Israeli State attorney's office ,allegedly at the instance of Israels South African Attorney ,who conveniently happens to also be Discoveries attorney ,I remain proud of Israel's achievements in being able to transform a wasteland into a thriving modern first world State ;whilst at the same time having to defend itself in five wars, and absorb an enormous number of immigrants, including initially holocaust survivors ,at the same time .

Your readers might find some interest in the fact ,that during my 1994 visit to Israel and on account of seeing so many disabled persons in the streets, and elsewhere,-whom i was told were former Israeli soldiers ,I resolved to try and do whatever I could in some small way ,to assist the plight these disabled soldiers .

I contacted Ms Gloria Isaacson who was then the fundraising executive of the Jewish National Fund, and I attach the correspondence with her.

You will note that as a result of my initiative and with Gloria's cooperation, I was able to raise sufficient substantial funds for the construction of an access road from the main Galilee highway into a rehabilitation facility. You will also note that a plaque was erected on a bollard at the entrance points to that road, in recognition of the contributions made by myself and those of my Jewish ,plaintiff personal injury colleagues, who responded to a request I addressed to them to participate in this initiative. [Click here to view](#)

I eagerly took advantage of the opportunity provided by the South African Zionist Federation and the Israeli Bar in 1987 ,to requalify as an Israeli attorney, and I successfully did so, save for the Hebrew examination which I intended to do when I made Aliyah .A letter addressed to me by the Israeli Bar stating my examination results is attached for your information.. [Click here to view](#)

With regards to Bernadine van Wyk, I attach a copy of her record of extensive criminal dishonesty ,as also an affidavit by attorney Schalk de Bruyn in which he describes how she stole R1.3million from him.

I also attach screenshots of her phone obtained by investigators from which you will note her collusion with Discovery proxy, touting attorney Anthony Millar, (disguised on her phone as "Kathy but the number being Millar's) who had recruited her to set us up for a SARS audit, and which was intended to destroy the Practice.

In that regard I attach an affidavit by our Practice receptionist Ms. Liza Bouwer, describing such events and noting that once van Wyk had succeeded in having SARS destroy the Practice, and its directors, it had been arranged for her to take up employment with Discovery, and van Wyk had likewise offered to obtain employment for Liza in such event.

Van Wyk's fabricated allegations, in particular those referred to by the appeal Court, were -ironically- shown to be false in the report compiled by the Law Society's inspectors who conducted an extensive audit of the Practices books of account and client ledgers ,in that not a single one of the many client matters investigated by the Law Society's inspectors ,reflected **any** fictitious R15 000.00 disbursement in respect of postage and petties . A spreadsheet prepared by our attorneys confirming that is available on request .

With regards to any allegations – wholly unfounded – that I, my son, our partner Stephen Bezuidenhout or any one of our ten employed lawyers overcharged any client, I attach a spreadsheet prepared by our attorneys in respect of all those matters investigated by the Law Society's inspectors, and from which you will note that the average fee charged to the clients was 23%.

Finally with regards to the startling allegation that we (and by implication the tens of thousands of other members of the Law Society who used the identical LSNP compliant fee agreements to us for over a decade) have committed theft ,the following is relevant.

1. In June 2002 the Law Society of the Northern Provinces resolved to permit and promote its members use of American style common law percentage contingency fee agreements.

These simple and easy to understand agreements ,state that the attorney's fee will be calculated as a percentage of the damages obtained for a client on a no win- no fee basis.

That has been the system in the United States for over 200 years .

The LSNP's rulings were adopted by the Free State Law Society and the Black Lawyers Association, so that more than 70% of all practicing attorneys in South Africa were permitted and encouraged to utilise such agreements.

In an affidavit filed by the Law Society in the De La Guerre matter in December 2011, supporting the validity and public interest being served by common law percentage contingency fee agreements, the then President of the Law Society stated at page 15 paragraph 9.1 and paragraph 9.2.2:

"In 2000 the Law Society conducted a survey amongst its members... In what percentage of cases administered in your practice is a common law percentage contingency fee agreement utilised? Answer 76.4%"

Further at page 14 at paragraph 7.12.4 it is stated that:

"some two hundred thousand claims are lodged against the Road Accident Fund annually, primarily by Attorneys and that from 1999 to date in excess of one million claims would have been lodged by attorneys on behalf of their clients", and the relevant pages of his affidavit are attached.

Therefore as at 2011, it would be safe to say that tens of thousands of attorneys had entered into well over a million common law percentage contingency fee agreements, identical to those utilised by our Practice in respect of probably half of the clients it served.

When the issue as to whether common law fee agreements were valid, -given that South Africa had an Act – the Contingency Fees Act, (and which due to its unintelligible drafting was effectively ignored by the profession) were valid or not, was finally settled by the Constitutional Court in February 2014, the court clearly recognised that the law Societies concerned and their members, had acted entirely in good faith in permitting the use of such agreements and using same.

The Constitutional Court specifically stated as follows:

"At issue are contingency fees. Under the common law, legal practitioners were not allowed to charge their clients a fee calculated as a percentage of the proceeds Certain Law Societies made rulings allowing their members to charge in excess of the percentages set in the Act. Uncertainty reigned in the attorneys' profession about the correct legal position in relation to contingency fees. Could these fees be charged only under the Act, or also outside its provisions?"

RBP was one of the firms which charged more than allowed for in the Act, **as the rules of its professional association allowed.** "

Therefore one fails to understand, how it could ever be said -that suddenly and simply because a civil court ruled, -

twelve years after Law Societies regulating more than 70% of all South African attorneys, had permitted and promoted the use of such agreements, -that these were no longer valid, automatically, we, and by necessary implication tens of thousands of attorneys who entered into millions of such contracts, in good faith and devoted years of hard work to their clients claims, disbursing hundreds of thousands of Rands of their own money in funding the experts and advocates required to conduct such claims, are now suddenly to be labeled as thieves for earning and retaining such hard earned fees !

For that reason we have been advised to seek Leave to Appeal to the Constitutional Court, and Mr Spoor and eminent counsel are proceeding to do so on our behalf.

Finally you will note from the attached letters furnished by the Court appointed Curator/manager to our Practice that:

1. On his appointment and following on an extensive audit of the Practice and its affairs, he found that the Practices Trust account balanced to the cent, i.e. absolutely no trust money had been misappropriated.

[Click here to read the relevant extracts from the Curators report dated 16 November 2016](#)

Paragraph 10.5

“As at 4 November the firm has trust liabilities in the amount of R13, 130, 113-97 and trust assets in the amount of R13, 130, 064.94. The shortfall of the amount of R47.03 relates to VAT on bank charges which is being rectified”.

Paragraph 12.3

“No claims have been lodged with the Attorneys Fidelity Fund, and the Attorneys Fidelity Fund is being kept apprised of the attendances made by the Curator and his department and the status of the winding up of the practice of Ronald Bobroff & Partners Incorporated Attorneys”.

2. Not a single one of the Practices thousands of former clients had ever alleged misappropriation, nor made any claims against the Legal Practitioners Fidelity Fund – a fund created by the profession to reimburse clients, whose attorneys had misappropriated trust funds from them in the course of their practice.

[Click here to view letter dated 28 August 2018 from the court appointed curator to the Practice in which he states as follows:](#)

“I refer to your enquiry as to the status of any claims having being submitted and paid by the Attorneys Fidelity Fund as a result of allege theft of trust moneys.

I wish to confirm that the High Court of Pretoria appointed me as *curator bonis* of the practice Ronald Bobroff and Partners on 24 March 2016 in terms of which *inter alia* the trust account(s) were placed under my control and to administer any claims of trust creditors.

I wish to confirm that there are no legitimate claims of misappropriation which to date have been made against the Attorneys Fidelity Fund...”

3. A further letter from the Curator again confirming what he stated in his letter dated 28 August.
[Click here to view the letter dated 4th June 2019](#) from the court appointed curator to the Practice in which he states as follows:

4 June 2019

“I refer to your enquiry and wish to advise that there are no pending claims submitted to the Legal Practitioners Fidelity Fund nor any claims previously paid by them”.

4. A letter received from the Legal Practitioners Fidelity Fund addressed to our attorney John Cameron [Click here to read](#) and in which it states as follows:

“We confirm that we have no contingent claims registered against your clients”.

5. [Click here to view](#) letter by the curator dated 21 January 2020 confirming that “According to my knowledge all tax affairs of the practice, since my appointment, (in March 2016) are in order and are being attended to in the normal course and manner” – so much for the allegations of tax evasion!

6. Letters issued by the Executive Director of the LSNP, confirming initially in February 2013 and again in October 2018 shortly before the LSNP was to be dissolved, that never since our Practice was established in 1975 were any of its directors comprising myself, Stephen Bezuidenhout and Darren Bobroff, ever found guilty of unprofessional conduct by a Law Society Disciplinary Committee – **this speaks to an unblemished professional career spanning some forty five years.**

[Click here to view](#) letter dated 1 February 2013 and [Click here to view extracts](#) of letter dated 16 October 2018.

According to impeccable sources the reason for the JR's sudden interest in me arises from the efforts of would be reporter Mr Tony Beamish. I attach for your information the article by renowned investigator Mr Paul O' Sullivan, as also two emails sent to me by the daughter of one of our employees who had been captured by Beamish to steal from us and to lie, as also her application for a protection order against Beamish, to which is attached her affidavit and annexes.

I suggest that you and the editor of the Jewish report carefully consider whether they wish to be a party to an agenda being pursued by what can truly be described as an absolute monster.

I hope that you will publish a truthful and balanced article, rather than what has unfortunately been selective and biased articles ,carefully crafted so as to present my son and I in the worst possible light ,and intentionally ignoring the independent and factual reports and letters from the Curator ,the Fidelity Fund ,and the executive director of Law Society ,which speak to our total innocence .

Sincerely

Ronald.