This document is the Second part of a submission seeking the waiver of Ronald and Darren Bobroff obtaining a certificate of fitness from the Law Society of the Northern Provinces

In this document we respond to the one sided and misdirected judgment orchestrated by the Law Society Council comprised of Discovery Directors, panel attorneys and other stooges.

To assist in understanding the roleplay by the various persona referred to we list them below.

Jeff Katz - Discovery Limited in-house legal counsel, medical costs debt collector and "hitman"

George van Niekerk – A director at Discovery's attorneys Messrs Edward Nathan who conceived Discovery's campaign, recruited former RBP client Mr Graham and his wife to serve as captive pawns ,and in whose name the legal war by Discovery against us, could be pursued.

Bernadine van Wyk – A bookkeeper planted in the Practice of Ronald Bobroff and Partners Inc, in response to an advertisement, and bribed to steal the Practices entire electronic database comprising of clients, Practice bookkeeping data as also personal information in respect of the directors and staff. Only after van Wyk fled the office when it was her turn to undergo polygraph testing, and we had her investigated, did we become aware that she had been convicted of ten counts of fraud by false pretences and had been imprisoned, also that she had been bribed by Discovery's proxy Anthony Millar on Discovery's behalf to "set us up".

Christy de Beer – A junior RBP bookkeeper

Anthony Millar – An obscure attorney with a questionable reputation, recruited by Discovery's Katz for reward and protection against dozens of touting complaints lodged against Millar with the Law Society: to serve as a proxy for Discovery in its vendetta against Ronald, Darren and the Practice

Anthony Kilroy Beamish – a media assassin engaged by Discovery to conduct a relentless and coordinated, print and internet assassination campaign against Darren, Ronald and the Practice, as also a media trolling campaign, together with Millar and Katz.

Laura du Preez – The editor of a personal finance supplement in all newspapers published by the Times Media Group. This supplement essentially comprises editorials and has been extensively supported by Discovery. De Preez is also a decade's long close friend of van Niekerk and we have tweets between du Preez and Beamish confirming their collusion.

Mr Mabunda – Past president of the Law Society 2012-2013

Mr S Madiba – Past president of the Law Society 2014-2015

Mr S Gule – Discovery installed past Vice president of the Law Society 2015-2016

Ashwin Reddy – A junior accountant employed full time by the Law Society to conduct inspections of attorneys books, subject to instructions of the president, as opposed to an independent public accountant and auditor.

Ms Cora van der Merwe – a costing clerk employed by RBP Inc., and who at her request was registered as a candidate attorney at the age of 50. She was subsequently recruited by Beamish to steal client, Practice and directors personal information off the Practices server for him and his sponsors Discovery and Millar, all of which she confessed to the Practices forensic investigator Mr Paul O'Sullivan. After she was dismissed from the Practice, RBP staffer Joan Burger and Darren Bobroff were by virtue by malicious actions by van der Merwe had to obtain an anti-harassment court order against her.

Paul O'Sullivan – A renowned South African forensic investigator, formerly of Capital MI-16 British intelligence, and whose exposure of corruption resulted in the dismissal and imprisonment of

South Africa's former commissioner of Police, and the dismissal of a number of high ranking Police and National Prosecution authority personnel.

Response to the default striking Judgement by Ranchod J. - Case number 20066/2016 – Date of hearing 6 December 2016 – Reasons for Judgment furnished July 2017

1. **At the outset it is noted that the striking judgment occurred after Ronald and Darren Bobroff were denied an opportunity of filing opposing affidavits. Such affidavits would have exposed the motives behind the application, the fabrications contained therein, and the way in which such application only came about after the Law Society of the Northern Provinces (Law Society) was hijacked by the attorneys representing the multibillion dollar health insurer (Discovery), which had been waging a seven year long vendetta against Ronald and Darren Bobroff, and the Practice of RBP Inc.**

   This vendetta was the revenge for Ronald and Darren, whilst defending Practice clients against Discovery's harassment, inadvertently exposing decades of institutionalised fraud against members of Discovery Health.

   Consequent upon this exposure members of Discovery Health and their attorneys have resisted Discovery's unlawful and fraudulent demands for medical costs reimbursement, and this has in the words of Discovery's Katz as sent to a letter to the Law Society, after the Law Society sent an advisory to its members regarding compliance of the medical schemes Act, that our exposure of how Katz and his staff had been defrauding Discovery members, had caused Discovery's unlawful rake-off to drop to 25% of what had been the case prior to the exposure.

   To date Discovery has lost in excess of a billion rand in this regard of which Katz usually received a commission of 10 – 15%.

   So Discovery and Katz did have a powerful motive to seek revenge by way of the threat arrogantly and frequently made by Katz that "no matter what it takes, no matter what it costs, we will destroy you all and have unlimited money to do so".

1.1 The misdirected striking judgment was the culmination of the specific threat made publically and repeatedly by Discovery's Jeffrey Katz, its in-house legal officer and medical cost debt collector, when he stated to RBP director Stephen Bezuidenhout "Don't waste your time with appeals, we are going to destroy you all". Stephen Bezuidenhout's affidavit is attached hereto as **Annexure "1"** click to view

1.2 Katz repeated the threat to a senior barrister who represented the Practice and Advocate Nazeer Cassim S.C's email reporting that threat to Ronald Bobroff, copy of the email is attached hereto as **Annexure "2"click to view**

1.3 Katz made that threat and others to Darren Bobroff on the 16th June 2015, and Darren's letter of complaint to the Law Society is attached hereto as **Annexure "3 click to view**

2. We respectfully submit that the striking judgement, is based on false allegations and misconceptions. From the comments made by the Judge it regrettably appears that there was a strong element of bias against us, and that is not surprising given the relentless media campaign concocted and published by Discovery's media lackeys, Anthony Kilroy Beamish and Laura du Preez, who has conspired with Beamish in doing this. In the days preceding,

and on the day of the hearing itself in respect of every matter before the court involving RBP/ Millar/ Graham, Beamish conducted a media saturation campaign clearly designed to influence any judge who heard such matter.

3. After the judgement was delivered, we immediately instructed our attorneys to file an application for leave to appeal, requesting reasons for the judgment and which were only furnished some **seven** months after the judgment was delivered on the 6th December 2016!.

4. Unfortunately due to the relentless seven year vendetta conducted against us by Discovery, by what was a virtual legal army, and the never ending barrage of litigation, directly funded by Discovery, through the use of proxies including, former RBP client Mr Graham and his wife, our funds became depleted.

5. Discovery's Katz also colluded with attorney Anthony Millar (by way of an agreement to protect Millar against dozens of touting complaints lodged against Millar with the Law Society), in soliciting a number of former RBP clients to Millar, so as to challenge the Practices Law Society compliant common law contingency fee agreements.*See also the similar allegation in the affidavit prepared for the Law Society affidavit in May 2015 and in which the following statements are made:

Paragraph 14.2 on page 122

"All the clients referred to by attorney van Niekerk and attorney Millar, are former clients of the Bobroffs"

Paragraph 14.7 on page 123

"Why all these former clients of the Bobroffs approached the same attorney namely attorney Millar and/or Norman Berger is not explained by attorney van Niekerk..."

6. As a consequence we were forced to spend tens of millions of Rands in legal costs, to the extent that we were unable to fund the legal costs required to pursue our appeal, and which we would have pursued up to the Constitutional Court, South Africa's apex court. Accordingly we had no choice but to recently withdraw the appeal, but once we have manged to accumulate sufficient funds, we will proceed with the appeal and we are confident that the Constitutional Court will either strike down the judgment ,or issue an order permitting the filing of opposing affidavits, and that the matter be heard by a different court.

7. We are able to rebut every allegation referred to in the judgment, and which are all based on the untested say so of persons, who were recruited by Discovery, by way of bribery and other inducements, to perjure themselves.

7.1 The Law Society itself, in three affidavits filed in court, and in another one prepared for it by its attorneys, on its instructions in May 2015, exposed the collusion between Discovery's Katz, its attorney George van Niekerk of Edward Nathan Cape Town, and its proxies Millar an obscure attorney with a questionable track record, and Beamish - a media assassin engaged by Discovery to pursue an ongoing campaign against us in the media.

7.2 In particular the Law Society specifically accused Discovery of conducting its litigation against us, by using a former RBP client Mr Graham and his wife as fronts, and went on to accuse Discovery's attorney - George van Niekerk of Edward Nathan Cape Town of perjury, and to describe his conduct as "appalling".

A selection of relevant quotations from Law Society President Mabunda's affidavits are attached as **Annexure "4"** click to view Both affidavits which are attached as **Annexure "5"** click to view and **Annexure "6"click to view**

7.3 In an affidavit dated 30 July 2015 attached at **Annexure "7"click to view** , by president Madiba and filed in court in connection with an application which our legal representatives had advised us be made, seeking the dismissal of an application brought against us by Discovery in the names of the Graham/Discovery, President Madiba stated the following and I quote from such affidavit in context:

"The Law Society has been provided with a copy of the answering affidavit to the Bobroffs Rule 30 application, deposed to by an attorney of ENS Cape Town. I am duty bound to comment briefly on two aspects that have been raised in the said answering affidavit:

"... Attorney Jouberts above allegations are not appreciated by the Law Society. They are factually incorrect, contemptuous and irresponsible...".

"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".

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

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

"Should the counter application be allowed to continue, alternative similar application 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".

"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."

7.4 As was foreshadowed in the above affidavit by President Madiba ,the Law Society's attorneys on his and the Councils instructions specifically set out in such answering affidavit prepared for him in May 2015, the true facts concerning Discovery's involvement, and the specific paragraphs dealing with this appear below.

7.4.1 If ever there was any doubt that Discovery was intimately and directly involved in funding and driving the so called Graham/Discovery applications, which involved no fewer than two substantive applications and three interlocutory applications, together with every single one of the matters where Katz's proxy attorney Millar having touted some of our former clients, all of whom were Discovery members, proceeded to challenge our Law Society compliant fee agreements, Discovery's Katz's presence with what appeared to be his entire

staff contingent were present at every one of the so called Graham/Discovery applications; and likewise at every one of the Millar applications.

Conversely, Millar together with his partner Norman Berger and all their professional staff, were present in Court and seated next to Katz at every one of the Graham/Discovery applications as well.

7.4.2 I attach as **Annexure "8"**, click to view a photograph of Katz in earnest discussion with Discovery's counsel and attorney during the rule 30 hearing in 2015 . I also attach as **Annexure "9"**, click to view a photograph of Discovery's proxies and accomplices in its vendetta against us, being Messrs Millar, Berger, Katz's assistant Krawitz, Beamish, and former RBP employee recruited by Beamish all of whom were present in court.

UNETHICAL CONDUCT AND DELIBERATE CONCEALMENT OF THE EXCALPATRY REPORT OF THE COURT APPOINTED CURATOR

8. Paragraph 135 of the judgment summarises the allegations relied on, and conclusions made in respect thereof by the Court in striking us off the roll. We submit with the greatest respect that the conclusions are wholly without merit, based as they are on one sided untested allegations. Had we been permitted an opportunity of filing opposing affidavits, we would have been able to rebut every allegation made in the striking application, and in particular the concocted and malicious statement by the junior law society employee who conducted the inspection of the Practices records, that the "firm poses a risk to the attorneys Fidelity Fund" i.e. that the Directors were misappropriating funds.

As will be noted below this malicious allegation was shown to be untrue in the court appointed Curators report November 2016, and in correspondence from the Attorneys Fidelity Fund in 2016 and again recently in 2017.

8.1 Notwithstanding that the Law Society had received the Curators report in November 2016, and in which Reddy's allegation implying misappropriation was shown to be wholly without merit or substance, Millar as president and the Law Society Council deliberately failed to disclose to the Court, the Curators report which was that the Practices Trust account balanced to the cent i.e. no missing funds whatsoever, and further that the Attorneys Fidelity Fund which reimburses clients of attorneys from whom funds have been misappropriated had not received a single claim.

8.2 The Law Society's failure to disclose the Curators report to the court on or before the 6th December 2016 is the clearest possible proof of the calculated and malicious way in which it, with Millar at the helm, conducted itself, after it had been captured by Discovery and its attorneys, and used as a pawn to ensure the fulfilment of Katz and his employers threat to destroy us.

8.3 Further once the court had refused to grant us a reasonable postponement to file answering affidavits, the Council of the Law Society, which is supposed to conduct itself with honesty and integrity, should have drawn to the courts attention, the fact that in two previous applications brought against us and the Law Society by Discovery using the Grahams as proxies, we had filed substantial opposing affidavits dealing with all the allegations save for those which were to be dealt with by the Law Society Disciplinary Committee, and that the

Court in the first application, specifically held that we had completely rebutted the allegation made in van Niekerk's affidavit that, that we were playing possum.

8.4 After we had been denied an opportunity of being heard, the Law Society with Millar at the helm, if it had acted ethically would have drawn to the courts attention the affidavits we had filed in opposition to both the Graham/Discovery applications. In particular the affidavit filed in court on the 15th January 2016. If the Law Society had done so, the court would have had an opportunity of noting that we had comprehensively rebutted all the allegations, and which were subsequently repeated, now by Law Society Vice President Gule in the striking application.

8.4.1 Obviously we did not and could not respond to allegations not known to us, or which it had been agreed by the Law Society would be dealt with in the normal way, by way of oral evidence and cross examination at a Law Society Disciplinary committee hearing. This in particular related to the perjured affidavit by former RBP bookkeeper, and multiple convicted fraudster and jailbird Bernadine van Wyk.

8.5 This was very important, as van Wyk would have to give evidence on oath and would be cross examined, and we had no doubt that she would be exposed to be the fraudster and bribed thief that she is. An affidavit filed in court by Ms Liza Bouwer and RBP employee and in which she describes how van Wyk confided in her, with regard to van Wyks recruitment by Discovery and how van Wyk had set us up, and then reported the Practice to the South African Revenue Authorities her and Discovery's intention being that "the directors will be arrested and the Practice closed down", is attached hereto as **Annexure "10"click to view** . We also obtained evidence that van Wyk on a salary of R25 000.00 per month, and a long unemployed husband, was actively engaged in looking to purchase a home for R1million!. We would also have led evidence of van Wyks continuous reporting to Millar by way of Whatsapps on her mobile, and in particular during the South African Revenue Authorities audit.

8.6 We also did not deal with the report compiled by the junior Law Society employee, Ashwin Reddy, who conducted an inspection of the Practices records in October 2015, as his report, contrary to the Law Society's usual procedures and undertaking, both in its letter to the Practice preceding the inspection of the Practices books of accounts and records attached hereto as **Annexure "11click to view** as also as stated in paragraph 12.13 of the affidavit prepared for President Madiba in May 2015 attached hereto as **Annexure "12click to view** and as also again by Law Society Vice President Sibusisu Gule in his supplementary affidavit dated 9th February 2016 and on page 3 in paragraph 1.5 thereof it stated:

" *The inspector's report will be referred to the Law Society's Disciplinary Department. The contraventions reported on by the inspectors will be dealt with during the Law Society's Disciplinary Enquiry. The Bobroffs will, during the enquiry, be afforded an opportunity to respond to the inspectors' findings".*

8.7 We had also not been furnished with a copy of an affidavit by former RBP employee Cora van der Merwe, prepared for her by Millar and van Niekerk and filled with lies, half-truths and misrepresentations, and which we subsequently learnt that she had furnished to the Law Society months earlier. However despite this, and notwithstanding that in December 2015, I wrote to the legal official dealing with the so called Graham/Discovery matter, informing him van der Merwe had admitted sending an affidavit to the Law Society at her Disciplinary

hearing on the 30th November 2015, and that I required a copy of same, my requests were simply ignored.

This was not surprising as by then the Law Society Council and obviously its staff were firmly under Discovery's control.

8.8 The affidavit prepared for President Madiba and in May 2015 and referred to above, had not been filed in court, as the Law Society was awaiting the outcome of our Rule 30 application, to dismiss the Graham/Discovery so called counter-application.

8.9 Shortly after the Judgement by Murphy J, which dismissed our application the affidavit referred to above was re dated November 2015 by the Law Society's attorney, and forwarded to the Councils executive director for signature by President Madiba. However by that stage the outcome of the rigged election for members of the Law Society Council was already known, and the reigns of office had passed to Millar.

8.10 Obviously Millar, was understandably not prepared to sign such affidavit, given that it truthfully and devastatingly exposed Millar's involvement in corruption, unprofessional conduct as Discovery's stooge in paragraph 14 thereof, a copy of this paragraph is attached hereto as **Annexure "13".click to view**

8.11 I was informed by one of the few councillors who had not been recruited by Discovery, and who was horrified at the corruption which was now being committed by Millar and his fellow Discovery stooges on the Council that the affidavit from which I have quoted above, now dated November 2015, had, had the previous paragraph 14 completely excised therefrom.

8.12 I attach hereto the relevant pages of the sanitized affidavit in which a completely different paragraph 14 is apparent, as **Annexure "14"**.click to view

8.13 However given that the sanitized affidavit still contained numerous paragraphs exposing what Discovery, their attorney van Niekerk, its employee Katz and Beamish were up to, the affidavit remained an embarrassment for Millar and the other Discovery stooge councilors. Therefore the entire affidavit was discarded and replaced by a venomous new one tailor made to serve Discovery's interests and deposed to by one of its stooges, the new vice president of the Council, Sibisusu Gule, a director of a firm which receives extensive work from Discovery.

8.14 Cora van der Merwe also confessed to our forensic investigator Mr Paul O Sullivan on the 13th October 2014 that she had over a period of time, stolen confidential Practice, client and directors personal material off the Practice server, and forwarded same to Beamish for use in his media campaign against us. I attach hereto as **Annexure "15"** an affidavit by Forensic Investigator Paul O'Sullivan. click to view

BACKGROUND TO THE EVENTS LEADING UP TO THE STRIKING APPLICATION BY THE LAW SOCIETY

9. We will endeavour as briefly as possible to demonstrate that we have done no wrong, that our striking comprises a serious miscarriage of justice and is the successful fulfilment of a meticulously planned campaign by Discovery, its attorneys, and proxies.

9.1 It was the culmination of the oft repeated threat made by Discovery's in-house legal officer/medical cost debt collector, on behalf of himself and his employers that "no matter what it takes, no matter what it costs, we (Discovery) will destroy you all.

9.2 Given that the court which struck us off the roll, did not have the benefit of the extensive background preceding the striking application, from the Genesis of the Discovery vendetta, through to the four affidavits by the Law Society expressly exposing the vendetta and the collusion and the corruption employed by Discovery in conducting same, it had to rely on the lies put forward by the Law Society.

9.2.1 Given that the court also did not have the benefit of:

- My extensive affidavits to which were attached affidavits by a number of our clients, deposing as to Katz's attempted bribery, harassment and corruption.

- The complete rebuttal, out of the mouths of Law Society presidents and eminent jurists, of any suggestion that contingency fees charged in accordance with Law Society rulings and guidelines of between 25 – 30%, could ever be regarded as overcharging, let alone as overreaching.

It is hardly surprising that it struck us off, we respectfully submit unfairly, and entirely on the basis of untested say so by persons, every one of whom were proxies of Discovery and/or under its direction or control.

9.3 It is truly shocking that the Law Society Council, with Millar at the helm deliberately concealed the Curators report from the court, and having staunchly permitted, promoted and encouraged the charging of common law contingency fees of 25% or more for over a decade and committed itself to a 27 page affidavit in support of same, should perversely and dishonestly do a 360 degree turnabout gainsaying all of this, and accusing us of unprofessional conduct for doing in common with tens of thousands of its members and with its blessing, exactly what it said its members could and should do!

10. Paragraph 135 of the judgment relied on various allegations to justify our striking. We will demonstrate in the following paragraphs that the allegation which are relied upon are untrue and wholly without merit.

10.1 Firstly the court criticised us for not having instructed attorneys earlier to represent us in opposing the striking application. In my affidavit seeking a postponement of the striking application scheduled for 6 December 2016, I explained why we were simply unable to find an attorney to represent us. This was on account of it being widely known in the profession that Discovery had hijacked the Council of the Law Society, and installed its proxy, Millar as Council president, and that Millar would ensure on instructions from his masters, that any attorney who represented us would promptly "enjoy" close attention from the Law Society Disciplinary department with regard to long filed away complaints, sudden trust account

audits, and a public vilification campaign by Beamish, as had occurred with every attorney and advocate that had previously represented us.

10.2 Added to that difficulty, was the fact that six years of endless litigation against us by a multibillion dollar corporation, and in respect of which Katz had arrogantly boasted "we have unlimited money to destroy you", our funds had been depleted.

10.3 Even worse, after we were forced to flee for our lives on account of credible threats of serious harm to Darren, his wife and I, by what could only be agents of Discovery, all income from our Practice was immediately stopped by the court appointed Curator.

10.4 It was only at a very late stage that due to the assistance of a long standing colleague and friend, that we were able to secure the assistance of attorney John Cameron, who was then not intimidated by the prospects of an attack by Discovery and/or Millar.

10.5 At that late stage and as was fully set out both in my affidavit, and attorney Cameron's affidavit, supporting the postponement application, and in which it was pointed out that there could be no prejudice to anyone, had the postponement been granted, as we had both been suspended from Practice, were both living in Australia, and there was a court appointed curator in our Practice in whom control of the Practices trust account reposed.

10.6 Our attorney had secured the assistance of a forensic auditor who was ready and able to deal with Reddy's report, as also the services of a prominent senior advocate, who was fully acquainted with the history of the Law Society's permitting, promoting and encouraging its members use of common law percentage contingency fees, and the way in which Millar had been recruited by Discovery to attack the firms agreements, with those of its clients who had been touted to or by Millar.

10.7 For all those reasons we did not deal with Reddy's report, also because Law Society Vice president Gule under oath, had undertaken that we would be afforded an opportunity of dealing with the Reddy report, and by implication obviously before any striking application would be made based on the content of such report. I attach hereto as **Annexure "12"** the supplementary affidavit of Vice President S Gule. click to view

Page 3 paragraph 1.5 of the Supplementary affidavit by Vice President Gule stated as follows:

" The inspector's report will be referred to the Law Society's Disciplinary Department. The contraventions reported on by the inspectors will be dealt with during the Law Society's Disciplinary Enquiry. The Bobroffs will, during the enquiry, be afforded an opportunity to respond to the inspectors' findings".

10.8 We did not deal with van Wyks affidavit as it had been agreed by our attorneys and the Law Society that this would be held over pending finalisation of the so called Graham/Discovery litigation. Attached hereto as **Annexure "16"** is a letter from Webber Wentzel. click to view

10.9 Given that van Wyks affidavit, together with the fabricated report of blackmail victim Christy de Beer was a litany of lies, we were advised that we should insist that the Law Society follow on with its normal disciplinary procedures, and indeed this was the position adopted by Law Society Vice President Gule, when he attached Reddy's report, and van Wyk and van der Merwe's affidavit to his affidavit delivered to us on 23rd February 2016 i.e. that there would be a hearing of the Law Society disciplinary committee.

10.11 Such hearings are conducted in much the same manner as a civil trial, where the complainant is represented by the Law Society's legal official who is a trained lawyer, and the attorneys against who the complainant was made and/or its legal representatives are entitled to cross examine the complainant and their witnesses.

10.12 Of course this never happened, and as subsequent events showed, Gules offer of due process was mere lip service, given that the Law Society Council had already been hijacked by Discovery in September 2015, resulting in it being packed with Discovery panel attorneys and directors of Discovery's attorneys and other firms that received work from Discovery.

10.13 A letter by Millar dated 28 January 2015 ,together with a requisition form which is attached hereto as **Annexure "17"** click to view,led to a special Law Society members meeting, and which was an integral step in Discovery's attorneys Edward Nathans successful strategy to hijack the Law Society Council for its biggest client.

It will be noted that the only signatures on that form are those of Millar and his partner Berger, their two professional assistants, Discovery's Katz and his assistant Krawitz, and every other signature thereon being those of the directors of Discovery's attorneys Edward Nathan.

10.14 Discovery's attorneys conceived a five stage plan to hijack the Law Society Council on behalf of their biggest client, and details as to how it was successfully carried out may be viewed in A**nnexure "18"** attached hereto.click to view

10.15 As will be noted further on in this document, from September 2015 and onwards, now that the Law Society council was firmly under Discovery's control, the position previously adopted by the former Council of standing for principle, process and integrity was swiftly abandoned, and the Council henceforth became nothing more than an extension of Discovery's board of Directors, and which, remains the case to date.

REBUTTAL OF THE UNSUBSTANTIATED GROUNDS RELIED ON BY THE COURT IN THE STRIKING APPLICATION

11. The alleged professional misconduct such to warrant our striking is listed in paragraph 135 of the order as follows:

Ad point 1

1. "Despite repeated admonitions from several judges he, together with Mr Darren Bobroff, persisted in using every possible avenue to delay, frustrate and avoid facing up to the serious charges ".

2. Practice wide conduct of overreaching clients.

3. Contravening of the contingency fees act by relying on unlawful contingency fee agreements.

4. Making clients sign several fee agreements with a view to using the one that was later or most advantageous to the firm.

5. Other unprofessional, dishonourable and even fraudulent conduct.

6. Contravention of the rules of the Law Society and the Attorneys Act.

7. Evasion of VAT and Income Tax.

REBUTTAL THAT I OR RONALD BOBROFF ("USING EVERY POSSIBLE AVENUE TO DELAY, FRUSTRATE AND AVOID FACING UP TO THE SERIOUS CHARGES...")

12. None of the litigation was between the Law Society and us as its members, and which requires complete cooperation and no reliance on technical issues by an attorney. (The only application by the Law Society in which we were cited as respondents together with the Grahams, was when the Law Society sought a declaratory order from Judge Mothle as to what his order meant, and we did not oppose such application in any way whatsoever.

    As I will demonstrate below all the litigation emanated from Discovery and was aimed towards the fulfilment of the threats made on its behalf by its employee Katz, that "no matter what it takes, no matter what it costs, we will destroy you all".

12.1 We were therefore entitled to exercise our rights in law with regards to appeals and/or reliance on strict compliance with the rules of court, we were therefore entitled to exercise our rights in law with regards to appeals.

12.2 As repeatedly stated by the Law Society itself in four separate documents, all those applications were nothing other than a cynical use by van Niekerk of the Grahams as pawns employed in the furtherance of Discovery's vendetta against myself, Darren and the Practice.

In this regard I attach the following:

12.3 A schedule of detailed quotations by President Mabunda as **Annexure "4"** above

12.4 Excerpts taken from the affidavits filed by President Mabunda

Annexure "5" - President Mabunda November 2012 affidavit above

12.5 **Annexure "6" - President Mabunda affidavit – 4 April 2013** above

12.6 An affidavit by President S Madiba dated July 2015 and attached hereto as **Annexure "7"** above wherein he states :

" 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 of Edward Nathan Cape Town), I am duty bound to comment briefly on two aspects that have been raised in the said answering affidavit:

"Attorney Jouberts above allegations are not appreciated by the Law Society. They are factually incorrect, contemptuous and irresponsible...".

"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".

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

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

"Should the counter application be allowed to continue, alternative similar application 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"

"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."

13. Pages 19 – 26, 26 – 41 and pages 122 - 128 of an affidavit prepared by the Law Society's attorneys on its instructions dated May 2015, and in which strident criticism is made against Discovery's attorney George van Niekerk of Edward Nathan Cape Town, Discovery's employee and orchestrator of the vendetta Jeff Katz, Discovery proxy Anthony Millar, and Discovery media lackey Beamish.

13.1 **PAGES 19 – 26 DISCOVERY'S INVOLVEMENT – THE ROLL OF EDWARD NATHANS GEORGE VAN NIEKERK**

Paragraph 7.1

"It is common cause that attorney van Niekerk's legal fees are being paid by Discovery Medical Scheme (Discovery). This is peculiar indeed."

Paragraph 7.4

"Attorney van Niekerk initially denied that he acts for Discovery. He deposed to an affidavit and stated in paragraph 47 of the affidavit "I also deny that I act on behalf of Discovery Health or any of the entities in the Discovery Group of companies""

Paragraph 7.5

"It is well known in the legal fraternity that attorney van Niekerk and his firm, ENS Africa, act on behalf of Discovery"

Paragraph 7.6

"Attorney van Niekerk's allegation was contradicted by an official statement that he had issued. He said in the following statement:

ENS (Edward Nathan Sonnenbergs) was instructed by Discovery Holdings to assist a number of members of the Discovery Health Medical Scheme, who were former clients of Ronald and Darren Bobroff and Ronald Bobroff & Partners Incorporated Attorneys."

Paragraph 7.8

"The fact that attorney van Niekerk acts for Discovery is also reflected in his curriculum vitae that can be found on the website of ENSAfrica."

Paragraph 7.9

"In the first application van Niekerk also attempted to explain that the application was brought in the public interest and not in the Graham/Discovery's interests. The Law Society did not accept attorney van Niekerk's contention then and I do not accept his submissions now either."

Paragraph 7.10

" The most probable scenario is that the first application as well as the counter-application were brought on instructions and in the interests of Discovery, which has a long-standing feud with the Bobroffs. The litigation is the result of the personal and acrimonious dispute between Discovery assisted by attorney van Niekerk and the Bobroffs".

Paragraph 7.11

"It is significant that all the former clients of the Bobroffs referred to by attorney van Niekerk in his affidavit are members of Discovery, This is no coincidence".

Paragraph 7.12

"In a statement issued by Discovery on 26 October 2014, it said the following:

Overreaching and other charges against Mr Bobroff.

"Discovery Health has supported these cases against Ronald Bobroff and Partners because we believe that we have an obligation to assist and protect our members, particularly those that find themselves in a vulnerable position. We also believe that we have a duty to defend the integrity of the broader structures of our society, in this case the Road Accident Fund."

Paragraph 7.13

"On 5 November 2014 Fin 24.com reported on allegations of misconduct and unlawful action on the part of the Bobroffs and the saga concerning Discovery and its attorneys ENSafrica on the one hand and the Bobroffs on the other (annexure 2)."

Paragraph 7.14

"Polity.orq.za reported on 29 October 2012 that ENS was instructed by Discovery to assist a number of Discovery members who are former clients of the Bobroffs. According to the-said article Discovery is concerned about the professional fees charged by the Bobroffs and the impact of these fees on the compensation received by claimants. The said article also stated that further enquiries should be directed at either attorney. van Niekerk or his associate, Ms. Annemarie Joubert (annexure 3)".

Paragraph 7.15

"*Bizcommunit .corn reported on 7 November 2012 on a statement issued by attorney van Niekerk to the effect that he was instructed by Discovery to assist members of Discovery who are former clients of the Bobroffs. Attorney van Niekerk also said that it was he and ENSafrica who discovered that the Bobroffs had entered into various contingency fee agreements that appeared to attorney van Niekerk and ENSafrica to be unusual (annexure 4). Attorney van Niekerk and ENSafrica most probably received their instructions in this regard from Discovery".*

Paragraph 7.16

" The fact that Discovery is funding attorney van Niekerk's legal fees was also reported on in a Personal Finance article which was published on 4 November 2012 (annexure 5),".

Paragraph 7.17

"A similar article appeared in bdlive.co.za (annexure 6)".

Paragraph 7.18

"Risksa.com reported on 30 October 2014 that Discovery is supporting a case against the Bobroffs (annexure 7)".

Paragraph 7.19

"There can be no doubt that Discovery and attorney van Niekerk were the driving force behind the first application and that they are the driving force behind the counter-application".

Paragraph 7.20

" in one of attorney van Niekerk's statements he accused the Bobroffs of litigating in the media. He raised as a concern the Bobroffs' lack of respect for the Law Society, He did so in circumstances where he himself has consistently treated the Law Society with nothing but contempt and in circumstances where he himself had issued several media statements concerning Discovery and the Bobroffs".

Paragraph 7.21

"Discovery appears to operate behind the scenes in a clandestine manner and funds litigation to which it is not a party. Discovery's involvement and motives are not explained by attorney van Niekerk".

Paragraph 7.22

"The feud between Discovery and the Bobroffs is personal and acrimonious in nature and I do not accept that Discovery and attorney van Niekerk, or the Graham/Discovery's for that matter; merely act in the "public interest".

Paragraph 7.23

"Discovery's involvement and interest in the Bobroff matter was also demonstrated by the fact that Mr J Katz (Katz), the in-house legal advisor to Discovery, attended the hearing of the first application".

Paragraph 7.24

"I will refer to the involvement of attorney Millar, who also attended the hearing of the first application, in more detail below,"

PAGES 26 – 41 ATTORNEY VAN NIEKERK'S CONDUCT AND INVOLVEMENT

Paragraph 8.1

"Attorney van Niekerk's conduct is relevant to the merits of the counter- application on the strength of the facts provided above and for further reasons which will be dealt with below".

Paragraph 8.2

"Attorney van Niekerk's conduct in the first application was appalling to say the least. He agreed with scathing remarks made by the Graham/Discovery's concerning the Law Society. He made similar allegations in correspondence addressed to the Law Society. The Law Society has been criticized and attacked from the outset,"

Paragraph 8.4

"The abovementioned references are mere examples and represent the proverbial tip of the iceberg."

Paragraph 8.5

"Attorney van Niekerk's criticism was entirely unfounded and his allegations concerning the Law Society were scandalous, reckless and unbecoming an officer of the Court. Attorney van Niekerk was clearly biased in his dealings with-the Law Society and he was not acting in good faith, in its judgment the Honourable Court found:
It seems to me that the Graham/Discovery's were rather impatient with the procedures followed by the Council, Paragraph 47 of the judgment"

Paragraph 8.6

"it bears repeating that attorney van Niekerk agreed with the Graham/Discovery's' views concerning the Law Society."

Paragraph 8.7

"The Honourable Court also found:
Van Niekerk was exerting a lot of pressure on the Law Society to a point of elevating the Graham/Discovery's' complaint for consideration above others.
Van Niekerk, as an attorney, should have been aware of the provisorys of the Act in this regard."

Paragraph 73 of the judgment

This view is supported by Van Niekerk's sustained attack on the Law Society, starting within six weeks after the complaint was lodged, and repeatedly threatening the Law Society that the Graham/Discovery's will approach this Court, should their demands not be met.

Paragraph 76 of the judgment"

Paragraph 8.8

"In the counter-application attorney Van Niekerk tirelessly persists in his unacceptable conduct. He in fact goes as far as suggesting male fides on the part of the Law Society. His allegations concerning the Law Society are entirely unfounded, not appreciated and in bad taste"

Paragraph 8.12

" It appears that attorney van Niekerk has lost his objectivity. His involvement in the matter has acquired a personal dimension, most probably as a result of his intimate relationship with Discovery. He is arrogant with respect and his conduct is unprofessional and unbecoming an officer of the Honourable Court."

Paragraph 8.13

"Another concern is that attorney van Niekerk does not hesitate to deal with his unmeritorious views and perceptions concerning the Law Society under oath and accuses the Law Society of mala fides without providing a shred of evidence. Attorney van Niekerk seems to elevate his views, as ludicrous as they are, to the status of fact."

Paragraph 8.14

" A further concern is that attorney van Niekerk sees nothing untoward in his conduct. In his affidavit he refers to the Law Society's concerns about his conduct as an:
...ongoing carping from the Law Society about my conduct and point of view.

Paragraph 296 of his affidavit"

Paragraph 8.15

" Attorney van Niekerk also considers his scandalous conduct to be a so-called side-show and states that it:
....should not detract or distract from the important issues in the application.

Paragraph 302 of his affidavit"

Paragraph 8.16

"Attorney van Niekerk's conduct has fuelled extensive, acrimonious and costly litigation during a period of many years,"

Paragraph 8.17

" Attorney van Niekerk's views concerning the Law Society were found by the Honourable Court to be unfounded. The Graham/Discovery's' first application for relief against the Law Society was refused."

Paragraph 8.18

"As a result of the unmeritorious first application, the disciplinary proceedings against the Bobroffs were substantially delayed. Had it not been for the first application, the disciplinary proceedings concerning the Bobroffs would no doubt have been finalised."

Paragraph 8.19

" Attorney van Niekerk was also responsible for other delays concerning the disciplinary enquiry. He nevertheless held the view that the delays could be attributed to the Bobroffs and the Law Society. The fact that attorney van Niekerk was the proverbial pot calling the kettle black is also evident from the Court's findings in the first application. The Court found;

... the Graham/Discovery themselves twice requested that the Disciplinary Enquiry he postponed.

Paragraph 70 of the judgment

Thereafter the re-constituted panel had to face requests for postponement, on two occasions, by the Graham/Discovery's. The Disciplinary Enquiry must be allowed to complete its duties.

Paragraph 96 of the judgment"

Paragraph 8.20

"Attorney van Niekerk's counter-application will no doubt once again contribute to delay the completion of the further inspection and the pending disciplinary enquiry even further."

Paragraph 8.21

"Attorney van Niekerk's approach in the counter-application, as it was in the first application, can be summarised as follows:

8.21.1 he knows best;

8.21.2 the Law Society should do as he demands;

8.21.3 he will set deadlines for the Law Society;

8.21.4 he will determine the correct course of action to be taken by the Law Society;

8.21.5 he will be actively involved in the Society's disciplinary enquiry whether it is allowed or not;

8.21.6 he will dictate to the Law Society;

8.21.7 everything Involving the Bobroffs is urgent;

8.21.8 he will continue to meddle in the Law Society's affairs;

8.21.9 he will continue to interfere in the fulfilment by the Law Society of its duties;

8.21.10 the Bobroff enquiry and the complaints received against the Bobroffs should receive preferential treatment;

8.21.11 no steps taken by the Law Society will be to his satisfaction;

8.21.12 only he and his clients should be allowed leniency and extensions to reply to correspondence and reports;

8.21.13his correspondence requires an immediate response;

8.21.14the Law Society is required to report to him;

8.21.15the Law Society should explain itself to him;

8.21.16the Law Society requires his consent before taking any decisions and implementing such decisions; and

8.21.17extensions of time periods should only be granted to him and his clients and to no-one else, especially not to the Bobroffs."

Paragraph 8.22

"Attorney van Niekerk's approach is not in the best interests of the Graham/Discovery's, the Bobroffs and the administration of justice."

Paragraph 8.23

"Attorney van Niekerk's allegations concerning the Law Society are not only unfounded, but vexatious."

Paragraph 8.24

"A further concern is the manner in which attorney van Niekerk, in his capacity as an officer of the Court, deals with purported facts under oath. I respectfully refer the Honourable Court to a few of attorney van Niekerk's allegations in order to demonstrate the reasons for my concern".

Paragraph 8.28

"I submit that attorney van Niekerk's abovementioned conduct is unacceptable."

Paragraph 8.29

"Attorney van Niekerk's affidavit and indeed the entire application is tainted by his conduct,"

Paragraph 8.30

"Attorney van Niekerk's affidavit is replete with speculation and opinion which is presented to the Court as fact such approach is of no assistance to the Court."

Paragraph 8.31

"Whilst attorney van Niekerk accuses the Law Society of delaying the matter, the facts indicate that attorney van Niekerk should take responsibility for the majority of the delays. He instituted acrimonious and protracted litigation, requested postponements of disciplinary enquiries, inundated the Law Society with lengthy correspondence and continuously interfered in the Law Society's processes and investigations."

PAGES 122 – 128 ATTORNEY ANTHONY MILLAR OF NORMAN BERGER & PARTNERS INC.

Paragraph 14.1

"An affidavit by Attorney Millar of Norman Berger & Partners Inc (Norman Berger) is attached to attorney van Niekerk's affidavit. Anthony Millar confirms certain allegations in the last mentioned affidavit and also refers to several of his clients whose matters are referred to by attorney van Niekerk in more detail."

Paragraph 14.2

"All the clients referred to by attorney van Niekerk and attorney Millar are former clients of the Bobroffs."

Paragraph 14.3

(Millar of the firm) "Norman Berger also acted on behalf of Ms. de la Guerre whose matter is dealt with by attorney van Niekerk in his affidavit."

Paragraph 14.4

"I deduce that it was attorney Millar and/or Norman Berger who provided attorney van Niekerk with the relevant information concerning these clients. It does not appear from the affidavits that Attorney Millar had instructions and authority to do so."

Paragraph 14.5

"Attorney Millar and/or Norman Berger also act on behalf of Discovery."

Paragraph 14.6

"All the clients whom attorney Millar and/or Norman Berger represented in actions and/or applications against the Bobroffs are members of Discovery."

Paragraph 14.7

"Why all these former clients of the Bobroffs approached the same attorney, namely attorney Millar and/or Norman Berger, is not explained by attorney van Niekerk. I will offer an explanation below."

Paragraph 14.8

"The Citizen reported on 21 February 2014 that attorney Millar had stated that:
It is clear that all Ronald Bobroff has done for the legal profession is to bring it into disrepute under the guise of a benevolent benefactor.
Ronald Bobroff is to South African law, what Bernie Madoff was to the United States Securities Exchange Commission.
A copy of the abovementioned article is attached hereto as annexure 199"

Paragraph 14.9

"Moneyweb.co.za reported on 19 February 2015 that Norman Berger is acting on behalf of eight former clients of the Bobroffs, who have claimed an amount of R9 million from them (annexure 200)."

Paragraph 14.10

"The feud between attorney Millar and/or Norman Berger on the one hand and the Bobroffs on the other is well-know. Attorney Millar and/or Norman Berger have submitted several complaints against the Bobroffs to the Law Society. The Bobroffs in turn have submitted several complaints against attorney Millar and/or Norman Berger".

Paragraph 14.12

"The relationship between attorney van Niekerk and attorney Millar and/or Norman Berger appears to be a close one. Attorney van Niekerk also acts as the attorney for attorney Millar, Katz of Discovery and Mr T Beamish (Beamish). Attorney van Niekerk advised the Law Society accordingly on 9 April 2015."

Paragraph 14.13

"Although Beamish does not appear to be a journalist, he on a regular basis writes articles on matters concerning the Bobroffs. Beamish has not been kind to the Law Society and his articles have consistently contained harsh and unfounded criticism aimed at the Law Society. The similarities between the allegations of attorney van Niekerk and the contents of Beamish' articles respectively are uncanny."

Paragraph 14.14

"I attach as annexure 201 an extract from a Google search printout which reflects the extent of Beamish's reporting on the Bobroff matter. The mischievous headings to these articles include:

Judge to decide Bobroff and Law Society's fate

Law Society "ordered" to judge Bobroff

Law Society allowed Bobroff fee regime against advice"

Paragraph 14.15

"In the Citizen of 14 March 2014 (annexure 202) Beamish said the following:
The Law Society of the Northern Provinces (LSNP) has procrastinated for over two years on an enquiry..."

Paragraph 14.16

"On Citizenalertsablogspot (annexure 203) Beamish wrote:
The LSNP has proven that it has not been extremely efficient with investigations into the conduct of its members."

Paragraph 14.17

"With reference to Beamish' above mentioned comments, nothing can be further from the truth."

Paragraph 14.18

"The two affidavits have recently come to the attention of the Law Society and I am duty bound to refer the Honourable Court thereto."

Paragraph 14.19

"The first affidavit (annexure 204) was deposed to by Mr C E Coleman (Coleman), a client of the Bobroffs. According to Coleman attorney Millar contacted him on the 23 March 2015. He advised Coleman that the Bobroffs have misappropriated monies from the proceeds of his third party claim."

Paragraph 14.20

"According to Coleman he is satisfied with the Bobroffs handling of his matter and the proceeds that he received from the RAF. Attorney Millar allegedly attempted to manipulate him against the Bobroffs and to convince him to challenge the Bobroffs fees."

Paragraph 14.21

"The second affidavit (annexure 205) was deposed to by Ms M Kock (Kock), also a client of the Bobroffs. Kock was contacted by Beamish who initially pretended, unsuccessfully so, that he was working with the Bobroffs."

Paragraph 14.22

"Beamish informed Kock that the Bobroffs have been stealing monies from their clients. He explained that he intended referring her to Norman Berger for assistance. Beamish allegedly also said the following:"

Paragraph 14.22.1

"It was the Bobroffs who requested him to refer her to Norman Berger;"

Paragraph 14.22.2

“The proceeds of her claim would be stolen;”

Paragraph 14.22.3

“The Bobroffs were in trouble due to theft of their clients' monies;

28. I further refer to the Law Society’s replying affidavit and answering affidavit to the counter application and specifically paragraphs 2.11 found on page 5, paragraph 2.13 found on page 5, paragraph 7.14 found on page 30, and paragraph 7.21 found on page 35 of the unsigned unserved affidavit prepared by the Law Society's attorneys on the Law Society's instructions in October 2015 and where the following is stated:

Page 5 Paragraph 2.11

"Attorney van Niekerk's conduct is regrettably relevant to the merits of the counter-application. Attorney van Niekerk has been and still is an obstacle in the finalisation of the Law Society's Disciplinary Enquiry".

Page 5 Paragraph 2.13

The Graham/Discovery’s' complaint would have been handled accordingly and the disciplinary enquiry could have been finalised was it not, for attorney van Niekerk's conduct and involvement, which is referred to in greater detail below.

Page 30 Paragraph 7.14

Attorney van Niekerk was also responsible for other delays concerning the disciplinary enquiry. He nevertheless held the view that the delays could be attributed to the Bobroffs and the Law Society. The fact that attorney van Niekerk was the proverbial pot calling the kettle black is also evident from Mothle J's findings, namely:

- ... the Graham/Discovery’s themselves twice requested that the Disciplinary Enquiry be postponed (Paragraph 70 of the judgment).

- Thereafter the re-constituted panel had to face request for postponement on two occasions, by the Graham/Discovery. The Disciplinary Enquiry must be allowed to complete its duties (Paragraph 95 of the judgment).

Page 35 Paragraph 7.21

“Whilst attorney van Niekerk accuses the Law Society of delaying the matter, the facts indicate that attorney van Niekerk should take responsibility for many of the delays. He instituted acrimonious and protracted litigation, requested postponements of disciplinary enquiries, inundated the Law Society with lengthy correspondence and continuously interfered in the Law Society's processes and investigations”

"Despite repeated admonitions from several judges he, together with Mr Darren Bobroff, persisted in using every possible avenue to delay, frustrate and avoid facing up to the serious charges ".

29. We dispute that the criticisms by Judge Mothle with respect to the application for leave to appeal, and as referred to in the striking judgement, we justify and we set out the reasons why say so below.

29.1 In the first Graham/Discovery application and despite the usual strident attacks on Darren and I, by van Niekerk, Judge Mothle held that he fully accepted that we had in the words of President Mabunda furnished a comprehensive response to the Graham/Discovery complaint.

30. As will be noted further on in this submission, Mothle J's judgement was ambiguous to the extent that even the Law Society was unsure as to specifically what was required with regards to the directory order he made. Given that Discovery's Katz and its CEO Jonathon Broomberg had openly disclosed that the one of the objects of the application,(and it will be noted further on in this document that Broomberg publically stated so),was to effectively engineer a fishing expedition of the Practices records so as to ascertain which of the firm's clients were Discovery members, and which of them had been charged common law percentage fees.

30.1 This information would be utilised to tout those clients to Millar, so that he could launch carbon copy applications to that in the de la Guerre matter. Given that the court in de la Guerre held common law contingency fee agreements to be invalid, we were literally sitting ducks for Millars attacks and which would bring about (as indeed has subsequently been the case and the destruction of the Practice)

31. For this reason we were advised to vigorously oppose any attempt by Discovery to cause a Practice wide fishing expedition to take place, and to limit any inspection of the firm's records, only to those clients in respect of whom van Niekerk and Millar had succeeded in recruiting for enormous financial reward, to challenge our law society compliant common law fee agreements.

32. We were entirely open about this, and this explanation is fully set out in my document rebutting Millar, van Niekerk and Beamish's endless media defamation and social media campaign entitled "A shocking Discovery for Discovery members". This document which was published on the internet and went viral, led to thousands of Discovery Health members for the first time becoming aware of how they had been defrauded and misled by Discovery and or its brokers, and to angrily descended on their brokers, and to flood Discovery's call centre demanding explanations.

33. In a clear demonstration of the uncertainty by Law Society and its attorneys as to whether the Mothle J's order required an inspection of the Practices records only with regard to the matters of Graham/Discovery and de la Guerre, or in respect of all of its records and clients, is to be noted by a letter addressed to RBP Inc, by the law society's attorneys in February 2015 attached as **Annexure "19"** click to view and in which they suggested that the court be approached for a declaratory order, i.e. that the judge should explain exactly what it was, that he required to be done

34. If the Law Society and its advisors believed that the order related to a Practice wide inspection, they would not have suggested that the Law Society apply for a declaratory application, but would have simply have proceeded with an application to compel the firm, to permit its inspectors access to all the firms records.

35. The *shocking Discovery document* contains the full history of the entire vendetta from its inception in December 2010, up to and including 2014, and is substantiated by affidavits deposed to by our clients who Katz had sought to bribe and intimidate into serving as his proxies against us.

36. Mothle J's criticism of us in his judgement refusing us leave to appeal, was noted with astonishment by our legal advisors, since he had rejected almost the self-same allegations he now made, when they had been made by van Niekerk in affidavits filed in the matter.

Ad point 2 of paragraph 135 of the judgment

37. The second judgement the court referred to was in respect of a contempt application brought by van Niekerk, tellingly only against Darren, I and RBP Inc., and there was no mention made of Bezuidenhout, a senior co-director of the Practice from 1989, and notwithstanding that the order on which van Niekerk relied, was against the firm as well.

37.1 The order required the firm, not "the Bobroffs" to furnish van Niekerk with the information and items he had demanded that the Law Society obtain from us in 2011.

38. Our attorney, an eminent practitioner and long standing partner of one of South Africa's four major law firms together with our senior and junior advocate prepared a response to the order.

39. In essence the information related to electronic time printouts, in the Graham/Discovery matter and the items related to a time certificate by the Practices external cost assessor in the Graham matter, and a letter from him rebutting allegations made by van Niekerk against him in the Graham/Discovery complaint.

40. No order whatsoever was made that the firm, let alone Darren or I should tender access to the firms IT system by a computer expert to search for any attendance notes in the Graham/Discovery matter which van Niekerk alleged had been made ex post facto.

41. The facts were that before any such inspection could take place a number of events had to occur.

41.1 Firstly the law society committee which was to hear the Graham/Discovery complaint would have to be reconstituted, as all but one member thereof had resigned.

41.2 Secondly van Niekerk would have to make the request that the committee issue an order that an IT expert be granted access to the firm's computer system to search for any Graham/Discovery attendance notes.

41.3 Thirdly the committee would then have to order us to enable access to the firm's server by such expert.

41.4 Fourthly, the identity of the expert decided upon by the committee.

41.5 Fifthly we would have to refuse the committees order, and only then if and when the court was approached to issue a compelling order that we do so, and we refused to comply with the order without good cause, could we have ever been found to be in contempt of court.

42. Paragraph 5 of the judgment which relates to van Niekerk's request for information and items is attached as **Annexure "20"** click to view

43. Every authority dealing with civil contempt of court in South Africa, requires there to be a deliberate intention of ignoring a court order, and even goes so far as to hold that where there is a genuine belief, although unfounded that there is no order requiring the subject

thereof to act or refrain from acting in a certain way, that can never constitute contempt of court.

44. We had instructed our attorneys apply for leave to appeal to the Constitutional Court against that misdirect contempt judgment, but after we were forced to flee for our lives, and ran out of funds, such appeal could not be pursued.

45. We certainly had no intention, of ever ignoring any court order and as a question of fact we would have had little objection to an independent IT expert accessing the firms server with regards to the Graham/Discovery matter, as there never were any file attendance notes made ex post facto, and the search would have proved futile.

46. It is illustrative of the nature of the entire vendetta that not notwithstanding that the purported of which we were held to be in contempt of , was also made against the firm, RBP second senior partner Stephen Bezuidenhout was not mentioned at all, and effectively became invisible, as subsequently proved to be the case in all the judgments referred to in the striking application, and it was always only "the Bobroffs" who were criticised, notwithstanding that most of the matters referred to in the Millar/van Niekerk applications against us, were handled by Stephen Bezuidenhout and the Professional attorneys employed by the Practice.

MURPHY J JUDGMENT IN THE RULE 30 APPLICATION

47. All three directors of the firm acting on the advice of the legal team we had instructed to defend the firm against the Discovery attack. As I have mentioned previously, our attorney was a senior, eminent and highly respected in the profession, our junior advocate had previously been a partner at the very firm the Law Society instructs for its legal work, and our senior advocate is regarded as one of the leaders of the South African Advocates Profession in South Africa and has often acted as a judge.

48. We therefore had high regard for the advice given to us and accepted such advice, which was to the effect that the so called counter application by van Niekerk, was nothing more than a second bite of the cherry, that it was not in reality a counter application to the Law Society's declaratory application, but was in truth in fact a new application.

49. The Law Society affidavit prepared for President Madiba in May 2015 adopted the same approach. Further the Law Society did not oppose our application to have van Niekerk/ Discovery's counter application dismissed, as it could have done if it had been advised that our application was simply an attempt to" delay, frustrate and avoid facing serious charges...", It clearly did not hold that view and that of course was never our intention or that of our legal advisors.

50. In fact in a powerful, yet indirect way the Law Society sent a strong message to the judge that was to hear the rule 30 application, that he or she should be mindful that the counter application by van Niekerk was nothing other than a perpetuation of Discovery's vendetta against us, using the Grahams as fronts, and in the circumstances the court should be inclined to look favourably upon our rule 30 application.

51. As is normally the case, attorneys for the parties were advised some ten days before the date of the hearing which judge would be hearing the matter, but to our and our legal teams extreme surprise, ten minutes before the hearing was due to start the court registrar suddenly informed the parties, that the named judge who was to hear the matter had suddenly been replaced by Judge Murphy.

52. Given that the papers were in excess of 1000 pages it was anticipated that there would have to be an adjournment of some hours, if not for a day to enable the judge now seized with the matter to familiarise himself with same. To everyone's further surprise this did not occur, and within half an hour the matter proceeded and the application was swiftly dismissed with strident criticism being made, not against the firm but only "the Bobroffs", which in itself raises cause for concern.

AD 2 .OVERREACHING CLIENTS

53. The term overreaching has a specific connotation involving an element of dishonesty as opposed to overcharging .i.e. the attorney must have known in the context of contingency fees that such agreements were invalid, and must have formed a deliberate and conscious intention of charging fees which he or she genuinely knew to be unlawful.

53.1 As will appear below such allegation is entirely without merit in the context of the reality prevailing in the profession from 2002 to 2014 with regard to common law contingency fee agreements.

54. I attach hereto a document entitled History of Common Law Percentage Contingency Fee Agreements in South Africa as **Annexure "21**click to view and from which it will appear that common law percentage fee agreements in terms of which fees based exclusively on the monetary result obtained in a matter, amounting to 25 to 33.3% plus VAT were utilised exclusively by more than 74% of all attorneys practicing in South Africa.

55. This with the knowledge, blessing and encouragement of their statutory regulatory Law Society's. To suggest that the entering into of such agreements, and the charging of fees in accordance therewith was in any way unprofessional conduct, is ill informed and misguided.

56. It was common knowledge in the legal profession and the judiciary in South Africa, that this was the case with regards to contingency fees, that there were extensive differences of opinion within the profession as to the correct interpretation of the contingency fees act – i.e. as to whether that act did or did not permit the parallel existence of common law contingency fee agreements, and that the regulatory bodies comprised of senior and experienced attorneys, after careful and sober deliberation unanimously formed the opinion that the Act did **not** preclude the parallel existence of common law contingency fee agreements.

57. Probably the most distinguished Supreme Court of appeal judge in South Africa, Malcom Wallis in a paper delivered at an international conference on legal costs, had the following to say about common law contingency fee agreements and the contingency fees act: I attach the relevant extracts from his paper as **Annexure "22"**.click to view

"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 topic15 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".

"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."

58. His paper was reported the following year in the advocates professional journal, and there was no suggestion by the editor of that journal, or by anyone else that the learned judges statements referred to above, were in any way not a correct exposition of the actual situation in South Africa i.e. that the Contingency Fee Act was ignored by the Profession and that all contingency litigation was done on a common law basis.

58.1 In November 2011 Law Society President, Mr Tony Thobane, an oft acting Judge of the High Court had the following to say concerning common law contingency fee agreements in his President's Report and is attached as **Annexure "23"** click to view

"We plan to do everything in our power to ensure that when issues around common law fee agreements are litigated upon, the interests of our members are protected, intertwined with interests, are the interest of the public for whom the common law fee agreements provide access to justice. The cause is worth fighting for and neither effort nor resource will be spared."

58.2 In August 2002 – The Law Society of the Northern Provinces regulating more than 60% of Attorneys in Practice, issued a ruling enthusiastically permitting its members to enter into common-law percentage fee agreements. The ruling attached hereto as **Annexure "24"click to view** and authored by a senior and long standing Councillor ,Court Practice Committee Chair, oft acting judge and past president of the Law Society C P Fourie, referred to 25% as the effective norm, and enthusiastically remarks *"A step forward? For sure!"*

59. If Millar as President of the Law Society and the Council had conducted themselves ethically, the striking application would never have been launched. However the Council had become a Discovery proxy, it unsurprisingly decided in March 2016 to have us struck off the roll.

It is indeed ironic and speaks eloquently as to the corruption involved, that the self-same Law Society Council on which 4 of the councillors had also served on the Council in 2002 at the time the Law Society had taken its landmark decision were still on the council, should have accused us of overreaching, because the Practice utilised precisely the same contingency fee agreements and charged the fees that the self-same Law Society had for over a decade permitted, promoted and encouraged its members to charge.

We submit that Millar and the Councils failure to have drawn to the courts attention truthfully how the law society had constantly supported such agreements and fees speak for itself as to the corrupt agenda which it pursued.

60. However one cannot conceive that judges Ranchod and van Niewenhuizen's were unaware, of what was stated by the Law Society's in its 27 page affidavit, supporting the use of common law contingency fee agreements, and filed in the landmark de la Guerre case. In fact the Law Society specifically advised its members in its News Letter – Society News, that it was going to join in the de la Guerre matter in support of common law percentage contingency fee agreements.

Extracts from the 27 page affidavit filed by its then president J C Janse van Rensburg are attached hereto as **Annexure "25"** click to view

60.1 If the court had had regard to the affidavit referred to above, or indeed surely have been aware of the judgement by the Constitutional Court in the de la Guerre matter, where the Constitutional court expressly recognised the good faith of the Law Society's concerned and that of its members, who followed their rulings in respect of the use of common law contingency fee agreements, could never have entertained the fraudulent allegations in Gules affidavit with regard to our use of common law fee agreements. Copies of the relevant pages of the Constitutional Court are hereto attached as **Annexure "26"**.click to view

The Constitutional court stated as follows:

18.1 *"uncertainty reigned in the attorneys' profession about the correct legal position in relation to contingency fees;*

18.2 could these fees be charged only under the Act, or also outside its provisions?

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

61. The sole criteria on which the common law percentage fee was to be based, was the amount of damages recovered for the client. The Law Society never suggested at any time that there was any other criteria involved, and certainly never suggested that the percentage contingency fee should somehow be limited an unspecified multiple of the negligible amount of attorney's fees recovered from the road accident fund in respect of which a very limited number of standardised attendances are recoverable.

62. Judge Wallis was with respect entirely correct when he stated that 25% was the norm, and sometimes less in smaller cases. The Law Society's letter to DJP van der Merwe made it clear that more than 25% could properly be charged, and that the criteria set out in the letter obviously referred to larger cases.

62.1 It is also noted that the Law Society specifically stated its letter dated 12 October 2011, attached hereto as Annexure 39 that:

"Following the judgment given in the matter of PricewaterhouseCoopers Inc./National Potatoe Co-operative Ltd. by the Supreme Court of Appeal and the lack of certainty as to whether a Court would uphold common law contingency fee agreements as a result thereof , we have cautioned our members to provide for alternative fee agreements with clients in the event that the common law agreement was disputed or ruled invalid by a Court".

63. Therefore the allegations by the court based on Reddy's allegations regarding the matters of Vivian, de la Guerre and Motara are misguided and the fees charged in those matters could by no stretch of the imagination be regarded as overcharging let alone overreaching. The percentage fees charged to those clients were entirely consistent with the Law Society's recommendations, as were the fees charged by RBP senior attorney Ms P Farraj in the de Pontes matter.

63.1 Further the allegation in the judgment relating to the Motara matter that, "even if it was assumed that the second bill of costs was correct, the firm still overcharged R58 612.86, being the difference between the maximum amount payable under the Act and the percentage fee of R1872757.52" is completely incorrect.

63.2 Disturbingly the judges failed to appreciate what were clearly the correct facts in that matter and which they refer to in paragraph 63 of the judgment ", the claim was settled in the amount of R6571079. According to the statement of account the firm charged a fee of R1 642 769.75 plus 14% VAT R1 872 757.52, being 25% of the capital award plus VAT* My insertion.

63.3 Astonishingly the court failed to understand that the attorney and client bill of costs was prepared for illustrative purposes, and whilst the amount that it added up to inclusive of VAT was R 1872757.52, such fee was **NOT** charged, but the lesser fee – limited to 25% as required by the Act. This clearly appears in the draft account for the client, and as was actually referred to by the court in its own judgement in paragraph 63!.

63.4 With the greatest of respect it was wholly unacceptable for the judges in question when making such serious allegations against us, not to have properly apply their minds to the clear facts before them.

POMBO MATTER

64. De Beer a former bookkeeper employed by the Practice did not author or issue the report attributed to her on the date alleged, and she admitted as much to me when her so called report was noted as an attachment to van Wyks affidavit, and which was an annexure to the first Discovery application served in September 2012.

64.1 This application was launched in September 2012, within weeks of van Wyk having being dismissed consequent upon her failure to disclose her criminal record, and stealing the Practices entire client ledger and handing same to Millar on a hard drive, as also for other misconduct.

64.2 When I contacted de Beer with whom I had always had a cordial relationship, when I noted reference to her "report" as attached to van Wyks affidavit and challenged her as to the authenticity of her report and the content thereof, she broke down and wept stating that Millar had found out that she had not declared rental from an investment property owned by her and threatened that unless she signed a report concocted by van Wyk, he would report her to SARS and her employer.

64.3 However she told me that after signing the concocted report she refused to sign a confirmatory affidavit, and it is a fact that there was no confirmatory affidavit filed by de Beer in such application. She also went on to tell me that part of her duties at her new Employers, a prominent law firm in Johannesburg – Glynne, Jowell and Marais, always had a large pool

of cash, which was somehow never put through the books, and it was her duty at the end of each month to pay to each director his share of the cash. She was also permitted to keep for herself a percentage of such cash, which in her opinion was so as to have her keep this confidential

64.4 The whole fabricated story concerning Pombo was a fiction concocted by van Wyk, and what really transpired was that de Beer a junior bookkeeper at the time, failed to follow instructions given to her by Darren to debit a fee in the matter, and then to draw two business cheques, one for the client, and one for Darren in respect of drawing to be debited against his Practice loan account, and without realising her mistake imagined irregularities had occurred and went on a wild goose chase causing consternation on the part of the Practices senior bookkeeper.

64.5 When she informed RBP senior bookkeeper Natascha da Costa of her concerns, Natascha immediately enquired whether de Beer had debited the fee, after which de Beer admitted that she had forgotten to do so, as instructed by me. I attach **Annexure "27" - Paragraphs taken from senior bookkeeper Natascha da Costa's affidavit dealing with van Wyks and de Beers fabricated report** **click to view**

64.6 The upshot is that there was at no time any intention by Darren to commit any irregularity with regard to the Pombo matter, and the error was fully disclosed and I fully disclosed to Mr and Mrs Pombo, as also Mr Pombo's curator ad litem as to what had occurred consequent to de Beers negligence.

I attach the following affidavits and documents respectively.

64.6.1 **Annexure 27 - Paragraphs from Natascha da Costas affidavit relating to van Wyk** above
64.6.2 **Annexure 28 - Affidavit of Mr F Pombo** **click to view**
64.6.3 **Annexure 29 - Affidavit of Mrs O Pombo** **click to view**
64.6.4 **Annexure 30- Statement of account for F Pombo signed by curator ad litem Adv. J Erasmus** **click to view**
64.6.5 **Annexure 31 - Email from Mrs O Pombo to Ronald Bobroff** **click to view**

65. It was only after Beamish, in the furtherance of the campaign he had been recruited to pursue against us, contacted the Pombo's in 2015 and incited them to challenge the Practice's Law Society compliant common law contingency fee agreement that they greedily agreed to do so, naturally via Millar, Discovery's proxy. The matter did not proceed as any claim had prescribed, it being more than three years after Mr Pombo had been paid and fully accounted to.

66. It was therefore unfair, misguided, and without any merit whatsoever to accuse us and based on the one sided and untested allegations by a convicted fraudster, a naive and negligent blackmailed bookkeeper and a junior law society employee who clearly acted dishonourably carrying out Millar instructions to wrongfully portray minor and technical contraventions of the rules as serious issues i.e. the proverbial making mountains out of molehills.

67. It also needs to be mentioned that there was no evidence whatsoever before the court of any Practice wide conduct of "overreaching clients", as Reddy essentially focused on those matters where Discovery Proxy Millar, then installed by Discovery's attorneys as President of the Law Society, and who must obviously have instructed Reddy to make the absurd

proposition that by charging percentage fees strictly in accordance with the Law Society's rulings, Darren had over reached those clients.

67.1 In every one of those matters Millar, utilised carbon copy applications in which the Practices Law Society compliant common law contingency fee agreements were challenged.

68. Further, the Practice utilised common law contingency fee agreements in probably less than 50% of its matters, as many clients preferred to be charged on a time only basis.

69. Allegations that we "making clients sign several fee agreements with a view to using the one most advantageous to the firm", is without merit, as there was not a single instance before the court where that was the case, and the court seems to have completely ignored the explanations given to Reddy by my Darren, I and Bezuidenhout, with regard to the various matters raised by Reddy concerning why there were alternative fee agreements with the clients. As was stated by the Law Society in circulars to its members, as also to its letter to the Deputy Judge President of the Pretoria High Court, members were specifically advised to do so. Attached hereto the following documents

Annexure 32 – Law Society Circular on Contingency Fee Ruling click to view

Annexure 33 – Law Society Contingency Fee further confirmation of ruling click to view

Annexure 34 - Letter from Law Society to DJP van der Merwe click to view

70. Quite apart from the fact that the Law Society itself had strongly advised members to contract with clients by way of alternative fee agreements, if we had intended to exploit our clients we would hardly have publically made specific reference in the Practices fee agreements to the fact that there were alternative fee agreements that could be relied upon in specific circumstances.

EVASION OF VAT AND INCOME TAX

71. The allegations that the creation of the 11521 suspense account was intended to evade tax is wholly without merit. We did not and never intended to avoid the payment of income tax or value added tax in respect of the matters in question. Fees were debited in respect of every one of those matters in sequence, the VAT was paid, and the only beneficiary was the Attorney's Fidelity Fund which received all the interest earned on those amounts held in trust.

72. When Reddy raised the question of the Practices 11521 suspense account and the Zunelle account, I furnished him with a detailed explanation as to why the directors had created those two accounts. The creation of a suspense account i.e. in reality simply a list of those matters which had been finalised, all service providers paid, and the clients accounted to, related to money being held in the Practices current trust account, and which the Practice was entitled to appropriate when it chose to do so, by the debiting of fees.

73. All interest earned on those funds are required by law to be paid to the Attorneys Fidelity Fund and this was done, resulting in the Practice receiving certificates of recognition as exceptional interest generators, from the Fidelity Fund. Attached as **Annexure "35"** click to view are copies of Attorneys Fidelity Fund Certificates awarded in recognition of exceptional interest contributions.

74. The creation of this ledger account was based on a suggestion, by the multiple convicted fraudster bookkeeper employed by our Practice – Bernadine van Wyk, and who unbeknown to us had been recruited by discovery to set us up for a TAX authority audit, the intention being as explained by her to the firms receptionist Liza Bouwer, to result in the arrest of the firms directors and closure of the firm.

75. Van Wyk told me that her friend was employed at the South African Revenue Service office at which the Practice lodged its VAT returns. Her friend had noted that the Practices income demonstrated a peak and valley profile, and that this was likely to trigger a VAT audit of the Practice. My response was "so what", as the reason for the variation in fees was that during the periods the courts were in recess there were no trials, and therefore no judgements and settlements, and which then resulted in a drop in fee income for a few months following on the recess.

76. Van Wyk related to all three directors that a VAT audit was a nightmare even if the business was fully complaint, as the SARS auditors received commissions on any additional VAT recovered after an audit. She went on to describe the major disruption an inspection had caused in the office of one of her former employers and where members of SARS inspection team due to their receiving commission on whatever additional tax they could extract, severely disrupted the operation of that Practice for months. She was emphatic that she was not prepared to deal with the enormous additional work load such an audit would entail.

77. She emphasized that it was essential that the Practice showed a smooth cash flow, and this could be achieved by her monitoring the cash flow needs of the Practice and the directors. She would prepare a monthly schedule a few days before the end of each successive month, and unless the directors had any additional and specific needs, fees would be debited and the funds transferred from Trust to Business in accordance with her schedule. In this way the pool of trust funds would be available to provide money for fee debits, in the months after court recesses, during which income was always reduced.

78. We told her to discuss her suggestion with the Practice's auditor, and after her confirming to me that she had done, her proposal was implemented.

79. It must be stressed that there was absolutely no financial benefit to the firm or its directors, as all interest amounting to millions of Rands was paid to the Attorneys Fidelity Fund. In hindsight I was foolish to agree to what was obviously an intention to set us up for the proposed SARS audit, as had fees been debited immediately the matters were finalised the money would have been available for investment on interest for the benefit of the Practice and its shareholders or dividends declared to the shareholders. As became apparent at the time of the SARS audit, van Wyks sole intention was to create as many suspicious circumstances in the firm's books as possible so as to bring about the firms downfall following on a tax audit.

80. The Zunnelle account comprised business funds belonging to the shareholders and all interest earned on such monies were declared from inception of the account. During the SARS audit August 2012, both the directors and the Practice were found to be entirely tax compliant, save for some disagreement between our very senior tax attorney, who was formerly a senior SARS employee and the leader of the SARS inspection team with regard to penalties which he wished to impose on the VAT in relation to the funds held in Trust and listed in the 11521 ledger.

80.1 The Practices Tax advisor formerly one of the most senior employees of the South African Revenue Services was emphatic that there was no basis for any penalty, as the fees in respect of the matters listed, were debited and the VAT paid over, and the VAT issue was simply a timing one, which in terms of the Income Tax Act will attract 10% interest from the date on which the fees could have been debited, and the VAT paid over until the date on which this in fact occurred. I attach as **Annexure "36"** click to view and **Annexure "37"** click to view which are letters of good standing issued by SARS .

81. With regard to the Zunelle account, these were not trust funds but surplus business funds which belonged jointly and severally to the Practice directors in accordance, with their shareholding the Practice. My explanation to Reddy is attached and regrettably also seems to have been ignored by the court, and notwithstanding that I informed Reddy of the correct facts, and our auditor confirmed to him that all interest declared on these funds from the start, it is malicious and mischievous for him to have alleged that the Zunelle account can be said to be a tax evasion strategy.

82. During the SARS audit both the 11521 and the Zunelle account were discussed and no contraventions were alleged save that SARS insisted on interest being paid on the VAT which it contended should have been paid and the fee it contended should have been debited immediately funds were available, until which the fee was debited and the VAT paid.

83. In a clear indication of the agenda which was followed by the Discovery controlled Law Society Council, notwithstanding that the court appointed curator to the Practice had furnished his report to the Council in January 2016, it, with Millar at the helm, deliberately and wilfully withheld this from the court. Clearly this was deliberately done, so that the fabrications and malicious allegations of trust fund misappropriation etc. by Reddy could be persisted with.

84. Significantly and as will be noted from Annexure 43 - the Curators report – specifically paragraphs 10.4 and 12.3, he notes that the Practices Trust account balanced to the cent and further there had not been a single claim by any one of the Practices clients against the Attorneys Fidelity Fund (a fund set up by the Profession to reimburse clients whose monies were stolen by their attorneys during the course of Practice. The Fidelity Fund again recently confirmed that no claims had been received. The Curators report and Letter from the Attorneys Fidelity Fund are attached hereto as **Annexure "38"** click to view and **Annexure "39"** **click to view** respectively.

85. Therefore the statement in the striking judgment in paragraph 54 thereof, and which was clearly relied upon in refusing us any opportunity of responding to the false and malicious allegations made in the striking application, that justification for refusing us the requested postponement, was resoundingly rebutted and being without any merit whatsoever by the curator in his report, which was to the effect that not a cent of the clients funds had been misappropriated;

[54] " It is manifestly in the interests of the public to have attorneys, who abuse their position by misappropriating large sums of money due to their clients, struck from the roll. The history of the matter further strengthens the public interest in the outcome of the matter"

86. Had the Law Society furnished the court with the Curators report, such an allegation could never have been made given that the report confirmed that the Practices Trust account balanced to the cent and there had not been a single misappropriation claim against the Attorneys Fidelity Fund.

87. Finally I attach a report by a chartered public accountant and auditor Mr Andrew Fischer, who is the Practice's auditor and in which he rebuts the absurd and misguided allegations by Reddy as **Annexure "40"click to view**

88. The sinister allegations by Reddy with regard to the Graham and de la Guerre matters were fully rebutted in the letter issued by auditors KPMG dated 19 November 2014, in which it confirms that all fees in both those matters were fully declared to SARS and the letter is attached hereto as **Annexure "41"click to view**

89. Whilst all this information was made available to our legal team at the time of the suspension application in March 2016, they advised against its inclusion in my answering affidavit to the Graham suspension application and filed on the 15th January 2016, their reasoning being that this should be reserved for cross examination at hearing of the Graham complaint before the Law Society Disciplinary committee and to which Millar, Gule, and Andre Bloem the Law Society's attorney who drafted the May 2015 affidavit, the sanitized November 2015 one, also the turncoat one signed by Gule, would be subpoenaed.

90. Whilst we were in possession of the original affidavit prepared for the Law Society in 2015, the identical one redated November 2015, and the sanitised one in which the incriminating paragraph 14 had been replaced our legal advisors as at February 2016, were of the opinion that the manifest corruption which had occurred in the Law Society Council, should not be mentioned at that stage.

91. As events have shown the advice was unfortunately wrong, although who could have foreseen at the time that:

    - we would be forced to flee for our lives within days of the suspension hearing on the 14th March 2016,

    -that the Law Society would be subsequently so corrupt as to proceed with our striking, and fail to disclose to the court the curators report which totally negated any misappropriation of funds, or to truthfully admit that Reddy's report was absolute nonsense when it accused us of overreaching in circumstances where I, my partner Stephen Bezuidenhout , the Practices employed lawyers, and tens of thousands of members of the Law Society of the Northern Provinces, the Law Society of the Free State (a province in South Africa) and the Black Lawyers association, had the blessing of those bodies for over a decade used exactly the same fee agreements which I did and charged exactly the same percentage fees for which Reddy and the Law Society accused me of overreaching.

92. Not for nothing is South Africa universally regarded as one of the most corrupt countries in the world, from its President downwards, and where all the organs of state including law enforcement agencies and even certain courts are regarded as no longer capable of independent and honest conduct.

93. I attach a recent statement from former Finance Minister Mr Trevor Manuel as **Annexure "42"** click to view and two articles by former Finance Minister Mr Pravin Gordhan as **Annexure "43"click to view** regarding corruption.

94. We have proof that in the Graham matter, that at least one High Court Judge, the second most senior one in the Pretoria High Court was advising Beamish with regard to the conduct of his media campaign against us on behalf of Discovery. I attach an email as **Annexure "44"** click to viewwhich Beamish had sent to our Practices former employee Cora van der Merwe and which he had received from Judge Eberhard Bertlesman, probably in an attempt to impress van der Merwe to whom Beamish confided numerous personal aspects of his life and who she described as a very lonely person.

95. In the circumstance I respectfully submit that we have not been guilty of any professional misconduct whatsoever, have not misappropriated any client funds whatsoever, and that Darren and I have been victims of Discovery's vendetta and the successful fulfilment of Katz's threat that "No matter what it takes, no matter what it costs we will destroy you all".