

**IN THE HIGH COURT OF SOUTH AFRICA
(South Gauteng High Court, Johannesburg)**

Case No. 22249/19

In the matter between:

RONALD BOBROFF & PARTNERS INC. (UNDER
CURATORSHIP)

and
PHILLIPA JANE LEISEGANG

2nd Defendant

Plaintiff

RETURN: SERVICE OF COMBINED SUMMONS

IT IS HEREBY CERTIFIED:

That on the 31 July 2019 at 10h50 at 53 - 6TH STREET, PARKMORE, SANDTON being the place of residence of PHILLIPA JANE LEISEGANG a copy of the Combined Summons and Plaintiff's Particulars of Claim was served by affixing it to the principal door at place of residence, as the premises were found locked. After a diligent search and enquiry, no other manner of service was possible at the given address. Rule 4[1](a) (v).

SHERIFF CHARGES/EXPENSES:

(You may require that this account be taxed and vouched before payment)

Description	Tariff QTY	Amount	Description	Tariff QTY	Amount
COLLECTION AT OFFICE	1	6.00			
Service	1	63.00			
Registration & Return	1	43.50			
Travelling	65	5.00			
					325.00

Zero rated items	0.00
Sub-total	437.50
VAT	65.62
Total	503.12

TO: THE REGISTRAR OF THE HIGH COURT,

MR C RYNEVELDT - DEPUTY SHERIFF

(Property appointed in terms of Section 6(1) of the Sheriff's Act No. 90/1986)

Signed at Sandton on 02/08/19

My Reference: 2019/02/08124.00 / OPR6

Sheriff Sandton South - F R Moelisi
P O BOX 67 HALFWAYHOUSE 1685
Tel: 087 330 0969 Email: accounts@sheriffsandton.co.za
Standard Bank Acc No.: 012 801 747 DX-127 Randburg
VAT No./BTW Nr. 4390216432

Account No.: C10088

TO: CASH SALE

PRIVATE BAG X9903

SANDTON

2146

Your Reference: 318-S Bezuidenthout



TAX INVOICE/BELASTINGFAKTUUR

To/Aan:

CASH SALE
PRIVATE BAG X9903
SANDTON

Sheriff Sandton South - F R Moeletsi
P O BOX 67 HALFWAYHOUSE 1685
Tel: 087 330 0969 Email: accounts@sheriffsandton.co.za
Standard Bank Ac No.: 012 801 747 DX-127 Randb
VAT No./BTW Nr.: 4390216432.

Client VAT No./Klilent BTW Nr.:

2146

Date/Datum Ac No./Rek. Nr. Case No./Saak Nr. Invoice No./Faktuur Nr. My Ref./My Verw.:
2019/08/02 C10088 22249/19 281364/0 2019/02/08124.00
Your Ref/U Verw. 318-S Bezuidenhout

Court/Hof: IN THE HIGH COURT OF SOUTH AFRICA
Jurisdiction/Jurisdiksie: (South Gauteng High Court, Johannesburg)

In the matter between:

Plaintiff RONALD BOBROFF & PARTNERS INC. (UNDER CURATORSHIP)
and
Defendant PHILLIPA JANE LEISBANG

Code/Kode	Description/Beskrywing	Price/Prys	Unit of Measure/Eenh.	Qty/VAT/	HoefBTW	Amount/Bedrag
COLL	COLLECTION AT OFFICE	6.00/PER CASE		1	15	6.00
DB	Service			1	15	63.00
HR	Registration & Return	63.00/Document		1	15	43.50
TRV	Travelling	43.50/Document		1	15	325.00
		5.00/travelling		65	15	437.50
						65.62
						437.50
						503.12
						0.00
						503.12
						503.12

(You may require that this account be taxed and vouched before payment)

SERVICE RENDERED ON: COMBINED SUMMONS

IT IS HEREBY CERTIFIED:

That on the 31 July 2019 at 10h50 at 53 - 6TH STREET, PARKMORE, SANDTON being the place of residence of PHILLIPA JANE LEISBANG a copy of the Combined Summons and Plaintiff's Particulars of Claim was served by affixing it to the principal door at place of residence, as the premises were found locked. After a diligent search and enquiry, no other manner of service was possible at the given address. Rule 4[1](a) (v).

Kredietterme Streng 30 dae - Credit Terms Strictly 30 days

Defendants of all notices and documents in the action.

(iii)

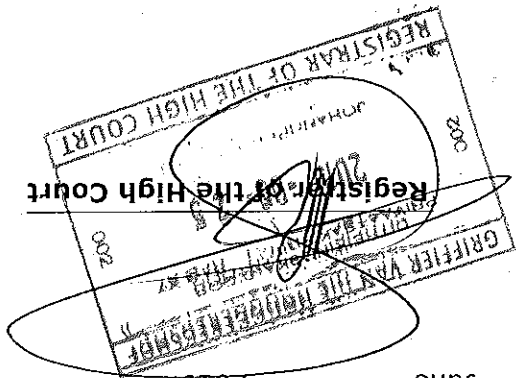
Thereafter and within twenty days after filing and serving notice of intention to defend as aforesaid, file with the registrar and serve upon the Plaintiff(s) a Plea, Exception, Notice to strike out, with or without a Counter-claim.

INFORM the Defendants further that if the Defendants fail to file and serve notice as aforesaid, Judgment may be given against the defendants without further notice to the Defendants, or if having filed and served such notice, the Defendants fail to plead, except, make application to strike out or counter-claim Judgment may be given against the Defendants

AND immediately thereafter serve on the Defendants a copy of this Summons and return same to the Registrar with whatsoever you have done thereupon.

DATED at JOHANNESBURG this the 24th day of June

2019



RONALD BOBROFF & PARTNERS Inc.

Attorneys for Plaintiff
Unit 5 Woodlands
263 Orchard Street
Northcliff, Extension 4
Johannesburg
Tel: 063 991 0794
Ref: S BEZUIDENHOUT/MB

PLAINTIFF'S PARTICULARS OF CLAIM

1. The plaintiff is:

1.1 Ronald Bobroff & Partners Inc (under curatorship);

1.2 a company (registration number 2001/021719/21) having a share capital

duly registered and incorporated in accordance with the company laws of

the Republic of South Africa, carrying on business as attorneys;

1.3 presently under curatorship by order of the above Honourable Court

granted on 24 March 2016 by the Honourable Justice Mabuze. Paragraph

2 of the aforesaid Order reads, inter alia, as follows:

"That Johan van Staden, the head: members affairs of the applicant or any

person nominated by him, be appointed as curator bonis (curator) to

administrator and control the accounts of Ronald Bobroff & Partners Inc.

Attorneys..."

1.4 herein represented by the aforesaid Johan van Staden, the current head:

practitioners' affairs risk and compliance of the Legal Practice Council, the

duly promulgated successor to the Law Society of the Northern Provinces

and having his office at Procorum Building, 123 Paul Kruger Street,

Pretoria, Gauteng.

2. The first defendant is Gezina Johanna (Zenobia) Venter, with identity number

581024 0053 089 an adult female legal assistant, presently employed at Taitz &

Skikne Attorneys, Genesis Building, Lower Ground Level, 10 Sandler Road, Fairmount, Johannesburg, Gauteng, within the jurisdiction of the above Honourable Court.

3. The second defendant is **Phillippa Jane Leisegang**, an adult female attorney presently residing at 53, 6th Street, Parkmore, Johannesburg, Gauteng, within the jurisdiction of the above Honourable Court.

4. The defendants have been sued in this action, jointly and severally, as the question arising between them and the plaintiff depends upon the determination of substantially the same question of law or fact which, if such defendants were sued separately, would arise in each separate action.

THE RELEVANT CIRCUMSTANCES AND THE FIRST DEFENDANT'S PARTICULAR WAY OR METHOD OF PERPETRATING THEFT

5. At all times material hereto, in particular during the period January 2011 to September 2015:

- 5.1 the first defendant was employed by the plaintiff as an assistant/secretary working for and under the control of the second defendant;
- 5.2 the second defendant was contracted to the plaintiff as a professional assistant/attorney;
- 5.3 the plaintiff carried on business as attorneys specialising in personal injury and medical negligence matters;
- 5.4 Maria Magdalena Botha "MM Botha" (with identity number 351226 0002 002) had a bank account in her name with ABSA with account number

5.14 an example of an invoice, "business cheque requisition", cheque and deposit slip is annexed hereto marked "A1" to "A3".

6. During the period January 2011 to March 2016, the first defendant, using the way or method referred to above, caused the total sum of R2,099,500.00 (Two million and ninety nine thousand five hundred rand) to be paid into the account of MM Botha. A schedule detailing each cheque issued in favour of MM Botha is annexed hereto marked "B".

7. By virtue of the foregoing the first defendant unlawfully and intentionally misappropriated the aforesaid amounts, the property of the plaintiff.

CLAIM BY PLAINTIFF AGAINST SECOND DEFENDANT ON THE BASIS OF DELICT

8. By virtue of the allegations contained in paragraph 5 above, the second defendant owed a duty of care to the plaintiff to ensure that the aforesaid theft of monies from the plaintiff did not occur. The second defendant breached the aforesaid duty of care and the second defendant's conduct regarding the plaintiff was wrongful.

9. The second defendant was negligent in relation to the plaintiff in one or more or all of the following respects:

9.1 she failed to avoid the theft by the first defendant of the respective amounts referred to in paragraph 6 above, when by the exercise of reasonable care, she could and should have done so;

9.2 she failed to ensure that each of the invalid and fictitious invoices, in the

name of MM Botha, was genuine;

9.3 she failed to ensure that each fictitious invoice generated was due and

payable and related to the specific matter to which that invoice related;

9.4 she failed to ensure that MM Botha was a valid and genuine service

provider/medico legal expert instructed by the plaintiff.

10. Accordingly, the first defendant and the second defendant are jointly and

severally liable to the plaintiff for the aforesaid loss. The aforesaid loss

represents the damages the plaintiff has sustained, caused by the wrongful and

unlawful conduct of each of the defendants as aforesaid. The defendants are

accordingly, jointly and severally liable to the plaintiff in the amount of

R2,099,500.00 (two million and ninety nine thousand five hundred rand) which

amount, despite demand, each of the defendants refuse to pay.

11. By virtue of the aforesaid circumstances, it is appropriate that the first defendant

and the second defendant pay the costs of this action on an attorney and own

client scale.

WHEREFORE the plaintiff claims as against the first defendant and the second

defendant, jointly and severally the one paying the other to be absolved, the following:

a) Payment of the sum of R2,099,500.00 (two million and ninety nine

thousand five hundred rand);

M M BOTHA

(M.B. B.Ch. (Wits) M. Med (Psychiatry Wits)

CHILD PSYCHIATRIST // CONSULTING PSYCHIATRIST

165 Parthington Road, Northold, Johannesburg

P O Box 225 Northold 2125

Tel: (011) 462-5534

Olive Dale Clinic

YOUR REF: P FARRAJ/ZV/7309

Dr. Cocchi

28/09/2015

Dr. Greeff

RONALD BOBROFF AND PARTNERS INC

37 ASHFORD ROAD

ROSBANK

BY HAND/E-MAIL

RE: A RADIKOMYANA / ROAD ACCIDENT FUND

Perusing documentation and report to hand
Psychiatric consultation and evaluation
tests completion medico legal

R8 500.00

TOTAL

R8 500.00

M M BOTHA

BANKING DETAILS:

M M BOTHA

ABSA BANK - FOURWAYS

ACCOUNT NUMBER: 38025580785

AUTHORISED: *[Signature]*

CHEQUE DATED: 19 11 15
CHEQUE No. 1569

[Large handwritten signature]

DETAILS:

CLIENT: J. Radikonyana (7309)

PAYEE: M M Botha

Business Cheque Requisition

Amount R 8 500/00

Date 2015/11/19

A/C No.

--	--	--	--	--

Accno/rekno	38025580789	Dep.reference	RNOI KONYANA/73
Authorised	<i>[Signature]</i>	Branch name/Cleaning code	<i>[Blank]</i>
Amount	8500.00	Subtotal/subtotal	<i>[Blank]</i>
Total R	8500.00		

130012710 >620101< 2015/11/12
K091 8000000 P2 1P5

Handwritten signature

100 555 1875054 105 230594 19

WALD BROSOFF AND PARTNERS INC. 20012311

8500-00

100

100

STANDARD BANK	135172	R 8,500.00	20/01/2014
STANDARD BANK	135263	R 17,000.00	29/01/2014
STANDARD BANK	135264	R 8,500.00	29/01/2014
STANDARD BANK	135265	R 8,500.00	29/01/2014
STANDARD BANK	135380	R 8,500.00	12/02/2014
STANDARD BANK	135381	R 8,500.00	12/02/2014
STANDARD BANK	135773	R 8,500.00	03/03/2014
STANDARD BANK	135774	R 8,500.00	03/03/2014
STANDARD BANK	135833	R 8,500.00	10/03/2014
STANDARD BANK	135835	R 8,500.00	10/03/2014
STANDARD BANK	135836	R 8,500.00	10/03/2014
STANDARD BANK	135920	R 8,500.00	13/03/2014
STANDARD BANK	135921	R 8,500.00	13/03/2014
STANDARD BANK	136069	R 8,500.00	25/03/2014
STANDARD BANK	136107	R 8,500.00	27/03/2014
STANDARD BANK	136106	R 8,500.00	27/03/2014
STANDARD BANK	136109	R 8,500.00	27/03/2014
STANDARD BANK	136292	R 8,500.00	09/04/2014
STANDARD BANK	136339	R 8,500.00	15/04/2014
STANDARD BANK	136395	R 8,500.00	23/04/2014
STANDARD BANK	136498	R 8,500.00	09/05/2014
STANDARD BANK	136889	R 8,500.00	26/05/2014
STANDARD BANK	136894	R 8,500.00	26/05/2014
STANDARD BANK	136899	R 8,500.00	26/05/2014
STANDARD BANK	137003	R 17,000.00	04/06/2014
STANDARD BANK	137054	R 17,000.00	11/06/2014
STANDARD BANK	137126	R 8,500.00	18/06/2014
STANDARD BANK	137243	R 8,500.00	26/06/2014
STANDARD BANK	137240	R 8,500.00	26/06/2014
STANDARD BANK	137244	R 17,000.00	26/06/2014
STANDARD BANK	137288	R 17,000.00	02/07/2014
STANDARD BANK	137296	R 8,500.00	02/07/2014
STANDARD BANK	137586	R 8,500.00	04/08/2014
STANDARD BANK	137591	R 8,500.00	04/08/2014
STANDARD BANK	137735	R 8,500.00	13/08/2014
STANDARD BANK	137738	R 8,500.00	13/08/2014
STANDARD BANK	137742	R 17,000.00	13/08/2014
STANDARD BANK	137840	R 8,500.00	22/08/2014
STANDARD BANK	138224	R 17,000.00	11/09/2014
STANDARD BANK	138329	R 8,500.00	23/09/2014
STANDARD BANK	138331	R 17,000.00	23/09/2014
STANDARD BANK	138459	R 17,000.00	02/10/2014
STANDARD BANK	138463	R 8,500.00	02/10/2014

R 8,500.00	138914	STANDARD BANK	24/11/2014
R 8,500.00	138915	STANDARD BANK	24/11/2014
R 8,500.00	138941	STANDARD BANK	27/11/2014
R 8,500.00	139079	STANDARD BANK	10/12/2014
R 8,500.00	139080	STANDARD BANK	10/12/2014
R 8,500.00	139512	STANDARD BANK	21/01/2015
R 8,500.00	139515	STANDARD BANK	21/01/2015
R 8,500.00	139516	STANDARD BANK	21/01/2015
R 8,500.00	139518	STANDARD BANK	21/01/2015
R 8,500.00	139846	STANDARD BANK	18/02/2015
R 8,500.00	140126	STANDARD BANK	02/03/2015
R 8,500.00	140127	STANDARD BANK	02/03/2015
R 8,500.00	140128	STANDARD BANK	02/03/2015
R 8,500.00	140283	STANDARD BANK	18/03/2015
R 8,500.00	140285	STANDARD BANK	18/03/2015
R 8,500.00	140903	STANDARD BANK	15/04/2015
R 8,500.00	140909	STANDARD BANK	16/04/2015
R 8,500.00	140961	STANDARD BANK	21/04/2014
R 8,500.00	141008	STANDARD BANK	30/04/2015
R 8,500.00	141009	STANDARD BANK	30/04/2015
R 8,500.00	141010	STANDARD BANK	30/04/2015
R 8,500.00	141519	STANDARD BANK	13/05/2015
R 8,500.00	141520	STANDARD BANK	13/05/2015
R 8,500.00	141663	STANDARD BANK	27/05/2015
R 8,500.00	141664	STANDARD BANK	27/05/2015
R 8,500.00	141665	STANDARD BANK	27/05/2015
R 17,000.00	141934	STANDARD BANK	04/06/2015
R 8,500.00	141935	STANDARD BANK	04/06/2015
R 8,500.00	38	NEDBANK	26/06/2015
R 8,500.00	43	NEDBANK	26/06/2015
R 8,500.00	44	NEDBANK	26/06/2015
R 8,500.00	45	NEDBANK	26/06/2015
R 8,500.00	329	NEDBANK	28/07/2015
R 8,500.00	330	NEDBANK	28/07/2015
R 8,500.00	540	NEDBANK	13/08/2015
R 8,500.00	542	NEDBANK	13/08/2015
R 17,000.00	549	NEDBANK	13/08/2015
R 8,500.00	663	NEDBANK	25/08/2015
R 8,500.00	668	NEDBANK	25/08/2015
R 8,500.00	679	NEDBANK	25/08/2015
R 8,500.00	898	NEDBANK	16/09/2015
R 8,500.00	900	NEDBANK	16/09/2015

R 8,500.00	1387	NEDBANK	29/10/2015
R 8,500.00	1531	NEDBANK	13/11/2015
R 8,500.00	1566	NEDBANK	16/11/2015
R 8,500.00	1623	NEDBANK	23/11/2015
R 8,500.00	1624	NEDBANK	23/11/2015
R 8,500.00	1810	NEDBANK	13/01/2016
R 8,500.00	1811	NEDBANK	13/01/2016
R 8,500.00	1930	NEDBANK	21/01/2016
R 8,500.00	1981	NEDBANK	27/01/2016
R 8,500.00	1983	NEDBANK	27/01/2016
R 17,000.00	2082	NEDBANK	05/02/2016
R 8,500.00	2237	NEDBANK	23/02/2016
R 8,500.00	2284	NEDBANK	01/03/2016
R 8,500.00	2387	NEDBANK	08/03/2016

TOTAL

R 2,039,500.00