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MOTOR VEHICLE ACCIDENT

CONTINGENCY FEES AGREEMENT

Done and entered into between



(*full name and address/or name and address of authorised representative)

hereafter called "the Client", and

MERVYN LEONARD ANTHONY JOSEPH

OF: JOSEPH'S INC., UNIT 1, BOMPAS SQUARE, 9 BOMPAS ROAD, DUNKELD

(*full name of attorney, name of practice and address) hereafter called "the Legal Practitioner", in terms of which the Client shall pay the fees agreed to herein to the Legal Practitioner for services rendered, if the Client is successful in such proceedings to the extent as set out in this agreement, and whereas, in the opinion of the Legal Practitioner, a reasonable prospect exists that the Client may be successful in the proceedings stipulated hereunder.

The Client was, before the signing of this agreement and in terms of the provisions of section 3(3) of the Contingency Fees Act, 1997 (Act 66 of 1997)-

- a) advised of any other ways of financing the litigation and of their respective implications;
- b) informed of the normal rule that in the event of the Client being unsuccessful in the proceedings, he may be liable to pay the taxed party and party costs of his proponent; and
- was informed that helies will be liable to pay the success fee in the event of success.

Should the Contingency Fees Act not be applicable or enforceable by either party, it is agreed between the parties that this Contingency Fee Agreement will, in such instance, be governed by the Common Law.

Before signing this agreement the Client indicated that he understands the meaning and purpose thereof.





ATTORNEYS

WEBBER WENTZEL JOHANNESBURG

Email: david.scholtz@webberwentzel.com

Your Ref

Mr D R Scholtz/jhs

2235462

Our Ref

Mr A Bloem/es/B30479

Direct No: (012) 452-4066 Direct Fax: 086 527 7040

E-Mail: elrinas@roothwessels.co.za

Dear Sirs

Date

11 February 2015

THE LAW SOCIETY OF THE NORTHERN PROVINCES, RONALD BOBROFF & RE: PARTNERS INC & OTHERS // JENNIFER & MATTHEW GRAHAM

- 1. According to the correspondence between yourselves and the Law Society there seems to be a difference in opinion as to whether the inspection ordered by the Court is limited to the De la Guerre and Graham accounts or whether the Court ordered a wide and unlimited inspection.
- 2. The first mentioned inspection has been finalised, but no further inspection has been conducted. It is our instructions that the Law Society's inspectors have not been given access to your clients' accounting records and files relating to matters other than the abovementioned two matters.
- 3. The Law Society has instructed us to approach the Court with an application for a declaratory order in this regard, in addition to an application for the extension of the 30 and 60 day periods referred to in the order.
- The Law Society however considered it prudent to, before proceeding with the 4. application for a declaratory order, enquire whether your clients maintain that the Court ordered a limited inspection only, alternatively whether they will be prepared to grant the Law Society's inspectors unlimited access to their records and files.

We awa)t your reply.

Yours faithfully ROOTH & WESSELS INC.

Walker Creek Office Park, 213 Floor, Walker Creek 2, 90 Florence Ribelro Avenue, Muckleneuk, Pretoria P O Box 2265, Brooklyn Square, 0075 · Docex 36, Brooklyn Tel: +27 (12) 452 4000 · Fax: +27 (12) 346 7609

Rooth & Wessels Inc Reg No: 1998/003337/21 VAT No: 4500224342

Into@notinwessels.co.za · www.rcothwessels.co.za · www.rootinwessels.com

Also at Centurion
Directors: MJ Malufeke LLB HDip Tax (Practice Chairman), A Bloem BLC LLB (Managing Director), F Asmall BA LLB, H Basson BLC LLB, M van Rooyen
LLB, J Leoleia LLB Senior Practising Consultants: JRG Polson BA LLB HDip Tax LLM, JG de Jager BSc Blufs Senior Associates: M Meyer LLB, DD
Peterson BCom LLB MBA Associates: J Bekker LLB, S Abdulla LLB, H Coeber BCom LLB, QF Badenhorst LLB, LJ Botha LLB, MA Mokalapa LLB, MF
Schepers BCom LLB, NZ Mchuru BA LLB Consultants: M Cohen Dip Law, ABY van der Hoven BProc LLM, JJJ van der Westhulzen BLC LLB

2012 Feb 10 09:01 AM

Raolh & Wessels Inc 012 346 7514

2/49

IN THE MORTH CAUTENS HIGH COURT - FRETCRIA (refuelto of south Africa)

Casa No: 57523/2011

In the matter between!

JE DE LA GUERRE

Applicant

and

RONALD BOBROFF & PARTNERS INC

1st Rospondant

THE LAW SOCIETY OF THE NORTHERN PROVINCES (Incorporated as the Law Society of the Trensvael)

2nd Respondent

ROAD ACCIDENT FUND

316 Respondent

PILING NOTICE

DOCUMENT:

LAW SOCIETY'S AFFIDAVIT

FILED BY:

tomeys for applicant ROOTH & WESSELS INC

Wessels Bullding

ਜੁੱਛਲ ਸੰਬਾc Nouveau 225 Yeale Street

Brooklyn

Reford à Bloem / SL/B29824

THE REGISTRAR OF THE HIGH COURT PRETORIA

2012 Fab 10 09:01 AM

Rooth & Wessels Inc 012 646 7514

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AND TO:

NORMAN BERGER & PARTNERS INC

c/o Gayser van Rooyan 383 Farendan Streat

Arcadia PRETORIA

(ref Mr Millar/gm.960494)

Received copy this
Day of December 2011

IOT CVL

RONTGEN & RONTGEN INO Attorneys for first respondent 13 Stanwing Street Val de Ciaço

Pratoria

(rof K M Ronigan Sur)

Received copy this day of December 2011,

For: Ist respondent

IOT CIYL

LINDSAY KELLER & PARTNERS

Attorneys for third respondent c/o Friedland hart Solomon Nicolson Sulie 301 Block 4 Monument Office Park

79 Steembok Street

Monument Park Protorla

(rof Mr Palnter/hy/303265)

FRIEDLAND HART BOLOMON & MEDLSON
Received without prefutible—1-1-00/--

Received copy this
day of December 2011.

Por: 3rd respondent

2012 Feb 10 05:01 Ald Rooth & Wessels Inc 012 348 7514 4

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IN THE NORTH EAUTENA HIGH COURT - PRETORIA

REPUBLIC OF SOUTH AFRECA

Case number: 57523/2011

In the matter between:

JUANNE BLIZE DE LA GUERRE

Applicant

and

RONALD BOBROPF & PARTNERS INC

1stRespondent

THE LAW SOCIETY OF THE NORTHERN PROVINCES

2nd Respondent

(Incorporated as the Law Society of the Transvaal)

3rd Respondent

ROAD ACCIDENT FUND

Law societye affidavit

I, the undersigned,

DANNES CORNEL STANAHOL

do hereby make onth and say:

- 1. THE LAW SOOTETY
- 1.1 The Law Society of the Transvaal came into existence by Volksraadbesluit

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1307 dated 19 October 1892 of the Zuld-Afrikaansche Republiek. The body continued in existence by virtue of the Constitution of the Incorporated Law Society of the Transvani Ordinance No 1 (Private) of 1905 (since repealed) and continued in existence by virtue of the Attorneys, Notaries and Conveyancers Admissions Act, No 23 of 1934 (since repealed) and continues further in existence by virtue of section 56 of the Attorneys' Act No 53 of 1979 (the Attorneys' Act),

Motivated by a desire to recognise the newly named areas of the erativities Transvaal Province, namely Gauteng, Mpumalanga, Umpopo and portion of North-West. Provinces over which it has judediction, the Council of the Law Society of the Transvaal resolved on 23 February 2001, with effect from 1 March 2001, that the Law Society of the Transveel henceforth be known as the Law Society of the Northern Provinces Incorporated in terms of section 36 of the Attorneys' Act as the Law Socially of Transvaul (the Law Society).

- I am the President of the Law Society. 1.2
- I am authorised to depose to this affidavit on behalf of the Law Society. 1,3
- The contents of this affidavil, where they are within my own knowledge, 1.4

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are true and correct. Where the contents are not within my own knowledge, they have been made known to me and I believe in their versally.

- The Law Society, the 2nd respondent in this matter, has its offices at Prodorum, 123 Paul Kruger Streat, Pratona.
- 3. In terms of the Alterneys' Acti
- 3.1 every atterney, notary and conveyancer duly admitted, anrolled and practising as such in the Gauteng, Mpumalanga, Limpopo Provinces and portions of North West Province is, Ipso facto, a member of the Law Society;
- 3.2 the affairs of the Law Society are managed and controlled by a Council, (the Council), consisting of 24 practising attorneys who hold office in terms of the provisions of Part IV of the Rules referred to in paragraph 4 100%.
- 4. The legal interest which the Law Society has in bringing this application flows from the Attorneys' Act and the Rules made under authority of section 74 of the Attorneys' Act (the Rules) and the common law. In







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terms thereof the Law Sadety is required, and is given the power, inter allsi

- to maintain and enhance the prestige, status and dignity of the profession; 4,1
- to regulate the exercise of the profession; 4.2
- to encourage and promote efficiency and responsibility in relation to the 4.3 profession;
- to deal with all matters relating to the interests of the profession and to 4.4 protect those interests;
- to uphold the integrity of practitioners; 4.5
- to uphold and improve the standards of professional conduct and 4,6 qualifications of practitioners;
- to provide for the effective control of the professional conduct of 4.7 practitioners
- to promote uniform practice and discipline among practitioners;



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- to ancourage the study of the law; 4,9
- to initiate and promote reforms and improvements in any branch of the law, the administration of justice, the practice of the law and in draft legislations
- to represent generally the views of the profession;
- in the Interest of the profession in the Republic, to co-operate with such 4.12 other societies or bodies of persons as it may deem lit;
- to exercise disciplinary jurisdiction over all practitioners no matter where the conduct which is, or allegedly is, unprofessional or dishonourable or unworthy is perpetrated;
- in appropriate cases and in terms of section 22(1)(d) of the Attorneys' Act, to launch an application for the stilking off the roll or suspension from practice of a practitioner if the Honourable Court is satisfied that a practitioner is not a fit and proper person to continue to practise as an attorney.

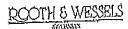


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K THE PRESENT PROCESSIVE

- 5.1 The applicant does not seek any relief against the Law Society in this application.
- By filing this stridevit the Law Society does not signify its opposition to the application, nor does the Law society signify its concurrence with any defences which may be raised by the first respondent. The Law Society will eltempt to assist the Court by placing submissions before the Court on the legal proposition fundamental to the applicant's case, namely that a contingency fee agreement which does not strictly comply with the provisions of the Contingency Fees Act, 1997 is void and invalid. As will be demonstrated below the Law Society regards the abovementioned proposition as an overstatement of the law in that there are recognised dircumstances at common law where a common law contingency fee agreement is in fact valid.
- 6.3 On 12 October the Law Society's attorneys advised the attorneys for the applicant that the Law Society does not intend opposing the application. The applicant's attorneys replied on 14 October 2011 by inviting the Law Society to appear at the hearing of the application and to place before the Court any arguments it considered appropriate.







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- 5.4 I wish to amphasize that, as far as the reasonableness of the fees charged by the first respondent is concerned, the Law society will not make submissions and it will abide the decision of the above Honourable Court. The first respondent will no doubt place evidence before the Court in order to justify the fee reflected in the agreement.
- 5.5 The term common law contingency fee agreement has in recent times become contentious. It has become apparent that the term does not have a fixed content. For purposes of clarity the Law Society refers to a valid common law contingency fee agreement as an agreement which compiles with the three minimum requirements at common law (set out in par 6.1 below) and where the fee is expressed as a percentage of the capital awarded by the Court (subject to the fairness requirement inherent in any fee). This will be explained below.
- 7.6 The fee agreement concluded between the applicant and the first respondent on 27 November 2005 attached to the founding effidavit as annexure J2, is a common law contingency fee agreement which is alleged by the applicant to be invalid due to non-compliance with the Contingency Fees Act. The Law Society does not dispute that the agreement in question does not comply with the Contingency Fees Act.





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- The applicant contends that, as the said agreement attached as annexure 5.7 12 to the founding efficient does not comply with the Contingency Paes Act, it is illegal, invalid and unenforceable. ¹
- Where clients have a complaint of overreaching they are free and onlitted 5,8 to report such overreaching to the Law Society. The complaint will be dealt with by the Law Society in the normal course, Disciplinary proceedings are routinely dealt with by a disciplinary committee of the Council of the Law Society in terms of Section 67(2) of the Attorneys' Act:

THE LAW SOCIETY'S SUBMISSIONS 6,

On 21 June 2002 the Council of the Law Society made a ruling permitting 6,1 its members to enter into certain common law contingency fee agreements other than in terms of the provision of the Contingency Fees Act, A copy of an article in the Society News reflecting the aforesald ruling is attached hereto as annexure 1. A common law contingency fee agreement should meet the following criteria:

6.1.1 It should relate to a genuine case of assisting an impacunious client to

1 Founding olidavil, par. 20, 21, 22, 23, 29, 33 and 38





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assert his or her rights. Impecualous in this context does not mean totally Indigent, but would refer to someone who, due to tack of means, is unable to assert his or her right to relief in our Courts; and

- 6.1.2 the attorney's remuneration must be fair; and
- 6.1.3 the agreement must not amount to gambling, speculation or trafficking in Higation.
- The Interest of the Law Society in the present application is to advance 6,2 legal argument pertaining to the validity of common law confingency fee agreements which comply with the abovementioned requirements. Since the interest of the Law Society is limited to the aforesaid leave, the Law Socialy will not express a view or respond to any of the other averments made by the applicant against the first and third respondents.
- The Law Society advances the following contentions: 7,
 - that the same need expressed by the public and members of the Law 7.1 Society and which gave rise to the enactment of the Contingoncy Faes Act continued to be expressed with increasing targency with regard to the introduction of a simple, easily understood and equitable



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contingency fee agreement, given the perceived unpopularity and impracticality of the agreement provided for in terms of the Contingency Fees Act)

- that consequent upon decades of screening on South African television and clinama circuits of American legal programs depicting various forms of contingency feel litigation, for example Erin Brokovitch, A Civil Trial and others the South African public have become exposed to the concept of the simple, fair and workeble American Percentage Contingency Fee Agreements. The Law Society has in turn been informed by many of its members that clients request that members enter into such agreements, rather than the complicated agreement provided for in terms of the Contingency Fees Act affer the details of the agreement in terms of the aforeseld Contingency Fees Act have been discussed with the clients;
- 7.3 that given that the majority of victims of all forms of wrongfully caused personal injuries suffer significant financial loss such as to render them unable to afford legal services in the normal way, an acknowledged need has arisen for assistance via common law contingency fee agreements so as to enable such victims to assert their rights to claim damages against the wrongdoer;

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- 7.4 that the inaquality of arms which prevails between the majority of read accident victims on the one hand and large and powerful institutions such as the Road Accident Fund / Insurence Companies on the other hand, speaks to a particular need for personal injury victims to gain access to justice through easily understandable and practical common law contingency fee agreements;
- 7.5 that the common law recognises circumstances under which a valid common law contingency fee agreement may be concluded. These relate to circumstances which have been dealt with in paragraph 6.3. above;
- 7.6 that the aforesald circumstances are in consonance with the constitutional right of persons to have access to the Courts as enabrined in the Constitution;
- 7.7 alternatively, that if it is held that the common law referred to supra does not exist as a matter of right, it will be submitted that the common law needs to be developed in terms of Section 39(2) of the Constitution to incorporate the right to conclude a common law confingency fee agreement in the circumstances envisaged supra;



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- that the Contingency Fera Act, whilst constituting an admirable 7.8 attempt at providing access to justice by litigants unable to afford the normal costs of Illigation, has unfortunately and by virtue of its Impractical and unworkable provisions not been utilised by the attorneys' profession to any significant extent;
- that the wording of the Contingency Fees Act is ambiguous and 7,9 problematic. A straight percentage fee is not provided for, but rather a complicated formula in which the afformey is initially required to stipulate a so-called normal tes. In terms of Rule 80 of the Law Society's Rules en attorney's normal fee is subject to a whole variety of parameters and this provision in itself would no doubt give rise to endless disputes in the context of a confingency fee agreement;
- that the normal fee is then to be doubled upon a successful conclusion 7.10 of a matter, but the total of the success fas is not to exceed 25% of the monetary result obtained. Whereas it was always understood that the 25% maximum referred only to the attorney's fee, it was recently held in the matter of RMA van der Menue v Meriette Geldenhuve, Case no. 36216/06 (WLD) that counsel's face are also to be included under the 25% cap. This demonstrates the unworkability of the Contingency





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Fees Act as in many cases this would result in the attornay's fee being negligible in relation to, say, senior counsel's fees;

that in terms of Section 4 of the Contingency Fees Act where summons has been served, the legal practitioner is obliged to file an onerous and extensive afficiavit with regard to any offer of settlement and which is in addition to be accompanied in terms of Section 4(2) by an afficiant from the client. Given that a number of offers are usually made in most personal injury claims sometime during the days preceding the trial and on the day of the trial, this section results in the absurd situation of attorneys and their clients having to make repeated affidavits each time a new offer is made;

that, given that 7.12

7.12.1 the Contingency Fees Act was promulgated in 1997 and the prescribed agraement in 1999;

7,12,2 the vast majority of Road Accident Fund claims are handled on a contingency basis;

7,12.3 most Road Accident Fund claims are sattled prior to reaching trial







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staga; and

7,12.4 some two hundred thousand claims are lodged against the Road Accident Fund annually, primarily by attorneys and that from 1999 to date in excess of one million claims would have been lodged by attorneys on behalf of their clients.

an irresistible inference must be drawn that attorneys and their clients in Road Accident Fund matters are not utilising the agreements in terms of the Contingency Faes Act to any extent as only one (1) affidavit in terms of Section 4 of the Contingency Faes Act was filed with the Lew Society during the first ten years that the Contingency Fae Act has been in force. Some alterneys have submitted copies of agreements concluded between themselves and clients to the Law Society, although it was not necessary to do so as follows 2001-1, 2006-29, 2007-15, 2008-8, 2009-8, 2010-18 and 2011-21.

- 7.13 that the Law Society's ruling on common law confingency fee agreements has been followed by at least the Law Society of the Free State and the Black Lawyers Association.
- 8. During the period 1999 to date the Law Society's records indicate that

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some complaints were received from clients relating to overreaching and some to overcharging. Of these complaints very few related to fees in terms of common law contingency fee agreements.

- 9.1 In 2008 the Law Society conducted a survey amongst its mambers. A copy of the Law Society's letter containing the relevant questions and pnewers are attached hereto as annexure 2.
- 9.2 The relevant questions and the eyerage response thereto are:
- 9.2.1 What percentage of plaintiffs in your practice has a need for assistance by means of a common law percentage contingency agreement in order to assert their claims in Court?

Answeit 94,94%

9,2.2 In what percentage of cases administered in your practice is a common law percentage contingency fee agreement utilised?

Answers 76.4%

9.2.3 If you utilise common law percentage contingency fee agreements, do

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you ascertain the prospects of success before entering into such agreements with client?

Answers Yes

10.1 In the North Gauteng High Court the Introduction of new practice directives with effect from 25 July 2011 has had a considerable impact.

By virtua theraof the existence or not of a contingency fee agreement needs to be disclosed to Court for purposes of making a settlement agreement on order of Court. The relevant provisions of Practice Rule 6.15 are:

- Where the parties to a civil trial have entered into a sattlement agreement, a judge will only make such authorities.
- 1.1 counsel representing all the parties to the idal are present in Court and confirm the signature of their respective clients to the settlement and that their clients want the settlement agreement made an order of court; or

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1,2	proof to the satisfaction of the presiding judge is
	provided as to the identity of the person who signed
	the settlement agreement and that the parties
	thereto want the settlement made an order of court

- Where the parties to a civil trial have sattled on the terms set out in a draft order, a Judge will only make such draft order an order of court if —
- 2.1 counsel representing all the parties to the trial are present in court and confirm that the draft order correctly reflects the terms agreed upon; or
- 2.2 proof to the satisfaction of the presiding judge is provided that the draft order correctly reflects the terms agreed upon.
- 3, In both 1 and 2 above, If -
 - 3.1 a contingency fee agreement as defined in the Contingency fees Act, 1997 (the Act) was entered into, the affidavits referred to in

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3.2 no contingency lea agreement was entered into, efficients by the legal practitioner and his/her client must be filed confirming such fact.

The aforesald practice directives only provide for a fee agreement in terms of the Contingency Pees Act and not for common law contingency fee agreements. As the majority of agreements between attorneys and their clients in third party matters appear to be common law contingency fee agreements, attorneys are faced with an array of practical difficulties in dealing with the matters and finalising them speedily in the best interests of the clients.

It is submitted that in the light of the impracticality orising from the Contingency Fees Act and the need for a workable alternative, common law contingency fee agreements may validly be concluded within the stated recognised parameters.

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J CJANSE VAN RENSBURG

I certify that this affidavit was signed and swom to before me in my capacity as commissioner of oaths at Pretoria on this the

O day of December 2011 by the deponent who:

- (a) confirmed that her
 - (I) knows and understands the contents of this affidavit;
 - (II) has no reservations about making the oath;
 - (III) considers the oath as binding on his conscience;
- (b) uttered the words "So help me God".

COMMISSIONER OF GATHS

Full names : Full address : Area : Capacity : 1

CHRISTEL LIEBENHERG

Kommissais van Edd i Gommissioner of Oaths
Prakilsofends Prokyreur / Pracilsing Allotney R.S.A.
Wolffmade Gabout / Building
Paul Krugerdiraal 118 Paul Kruper Sheel
Preloja 0002

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I, the undersigned

MARTHA KOCK

do hereby make oath and state as follows:

- 1. The facts set out in this affidavit are as related to Advocate Davel, who interviewed me on Thursday the 11 September 2014.
- I was injured in a motor vehicle accident on the 23 July 2005 and sustained injuries as a result thereof.
- 3. I approached other Mouton Attorneys, in 2007, to assist me but they could not do so. I saw Mr Ronald Bobroff on television and I contacted his offices, told the person I spoke with my story and requested Ronald Bobroff & Partners to take over my file from the said attorneys.
- 4. In due course I was for medical examinations to various doctors for my claim, I was provided with transport money to travel from Kuruman to Johannesburg and informed by sms of these arrangements.
- I used to live in Johannesburg but moved to Kuruman in approximately 2010.
- I was kept informed of all progress in my claim by my attorneys.
- 7. I decided to visit my attorneys in December 2013 and used my children's money for transport to do so. On arrival my attorneys said that there was nothing further to report and that it was not necessary for me to have come as my claim would only be going to trial in September 2014 and they would contact me in good time to prepare me for the trial.

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- 8. I requested transport money to go home, but was told that the Directors had already left on holiday and no one else could sign cheques. There was also not sufficient money in the firm's petty cash as the office would be closing in a few days' time.
- 9. I was told I should return home and not come back to Johannesburg to see my attorneys unless they requested me to do. As it was late, I decided that I would spend the night at the Police Station.
- 10. I was given a blanket by RBP staff member, Cora Van Der Merwe to use overnight and said that I should call her if I had any further problems and she gave me her cell number.
- 11. The following morning, which I think was a Thursday, I returned to RBP's offices and the staff assisted me by giving me taxi fare and R700. However I did not return home but went to have myself admitted to hospital in Johannesburg as I was not well physically and montally.
- 12. Cora Van Der Merwe spoke with me on the 11 September 2014 and discussed the situation at my previous place of employment, whether I should make a claim at the CCMA and from the UIF.
- 13. I recently received a telephone call from a person who spoke to me in English and I think he said his name was Bumish or Bermish, I can't remember exactly. He said "Hello Martha Kock, how are you, I one of the journalists working with Mr Bobroff'. I replied that "If you are working with Mr Bobroff how come you don't know that Martha Kock is dead?" He replied "I want to help you as Mr Bobroff has got a big case with the RAF, did you hear? "I said "no I am Martha's sister and Martha is dead so Martha never told me about that".
- 14. The reason I told him that I was Martha's sister as I was concerned that this was "bale skelmigheid" as I was only previously phoned by Maria and another lady from Ronald Bobroff & Partners offices and I was surprised why this man called me and said he was phoning from Ronald Bobroff & Partners. He said that Ronald Bobroff had a "groot saak" with the RAF and they were stealing money from other client's". He said that he would send me to Altorneys Norman Berger who would help me.

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- 15. I was very suspicious of him and said to him "al het huile die gekt gesteel van ander kliente het dit niks my te doen het nie." I never told him that I was Martha, but her sister. I told him that I was aware that my sister had had a claim with Ronald Bobroff and that she had never told me that she had any problems with him.
- 16. He then asked me what had happened at Ronald Bobroff's office when your sister was badly treated there. I said that if he was sitting with Mr Bobroff and the journalist at Ronald Bobroff's Offices, how was it thath e did not know what had happened at the offices in December 2013 and why was he asking me. I said to him that my sister had told me that it was a misunderstanding before she passed away. If there was any bad treatment of her, my sister would have told me and she never told me of any problems with.
- 17. He asked me if I knew a staff member at Ronald Bobroff by the name of Maria, He asked me if I knew a staff member at Ronald Bobroff by the name of Maria. I repited that I did not know Maria personally but that I had seen her number on my late sister's phone. He then said that Maria would not be carrying on with my case and that Mr Bobroff had asked him to send me to the attorneys Norman Berger who would carry on with my case. I cursed him but he continued to insist that my sister's money would be stolen. He put me under pressure and said that he would phone me later as if I did not follow his advice I would never see my money and my money would be stolen. I insisted that he put me through to Maria.
- 18. He told me that he was sitting together with a journalist and the staff from Ronald Bobroff and the new attorneys, Norman Berger, who would take over my case. He said that Mr Bobroff wanted to find out whether I had been badly treated and that Mr Bobroff could not carry on with my case because he was in trouble due to theft of money from clients. I told him that he had first said that he was a journalist and he was now saying that he was an attorney who was sitting with a journalist and that it seemed to me that he was a 'skelm'.
- 19. I could see that the number on my phone was not a 011 number which was always the number that came up when I received calls from Ronald Bobroff's office, I again asked to speak to Maria and he said that she was busy in consultation. He then asked me whether I was satisfied with Ronald and Bobroff. I told him that both I and my sister were very satisfied with their services. In addition they always gave money to my sister to assist her and also with her travelling.

MK

- 20. I asked to speak to Darren or Mr Bobroff and he told me that they were not available. He told me that I should not ask him these things. He asked me how many children my sister had. He asked me who were my friends at Ronald Bobroff's office and I told him that everyone at the office that my sister dealt with was friendly to her.
- 21. He told me that he was calling me to find out if I was satisfied with the services I was receiving from Ronald Bobroff and that's how he got my number. I was very concerned at all these events and phoned Ronald Bobroff's office and left a message for Maria to call me back and she did so.
- 22. I reported to Maria what about the phone call I had received and said to her that this man had told me she was no longer working on my case. I told her all the details of the call I had received from the man with the funny name "Bumish" and also that I had put the cause it क्षेत्र किंद clear to me that he was a "skelm". I gave her the nw.phone from him and which was, I told Maria that it was clearlight all RVICE CENTRIC. would he know about my claim, and in particular, about the events which occurred at Ronald Boy Mils diffe in December 2018.

I have not hear an included from Dumish; since then. 23, SUID - AFRIKAANSE POLISIEDIENS

I hereby certify that the deponent acknowledged that he is familiar with the contents of this affidavit which was signed and commissioned before me at Johannesburg on 4-July 2014, াত ১৫০ জৈঞ্চ that he confirms the contents thereof and that he understands same and that the conditions 2014 ો જુણાધારાત્ર કરે કર્યા out in Government Notice R1258 of 12 July 1972, as amended, were

OMMISSIONER OF OATHS

Business Address: 15 SURDEL AROUBSAIC.

Hoek.

Designation: a.

BOUTH APRICAN POLICE SERVICEN acity: CLIENT SERVICE CENTRE

2014 -09- 12

GSC ROSEBANK

SUID - AFRIKAANSE POLISIEDIENS

AFFIDAVIT

I, the undersigned

CLINT EDWARD COLEMAN

ID NO. 691224 5287 081

do hereby make oath and state:

- I instructed Attorneys Ronald Bobroff & Partners (RBP) to institute a third party claim against the Road Accident Fund.
- 2. My claim became finalized in 2012.
- 3. On Monday 23 March 2015 in the early morning I received a telephone call from a gentleman who said his surname was Millar. He advised that he was contacting me in regards to my Road Accident Fund (RAF) claim. He stated that he was aware that I was represented by Attorneys Ronald Bobroff & Partners ("RBP"). I then advised him I was represented by Darren Bobroff.
- 4. He informed me that after my payout from the RAF had been made, RBP had stolen money out of the proceeds of my claim.
- Millar stated that the money that I received from the RAF was not the full amount that was due to me. My response was that he was mistaken, as I received the full payment and in fact attended at the offices of RBP together with my mother, at which time I consulted with Gina Tognocchi, Darren Bobroff and Absa Trust representatives, to collect my final payment.
- 6. Millar enquired from me if I had received an invoice from RB and rambled on about Carte Blanche. I was not interested and I put the phone down.
- It appeared to me that Millar was attempting to manipulate me against RBP so as to challenge their fees.
- I am fully satisfied with the services rendered by my Attorneys and I was shocked to receive such a call and wondered how my confidential details were obtained by Millar.

I hereby certify that the deponent acknowledged that she is familiar with the contents of this affidavit which was signed and commissioned before me at JOHANNESBURG on 23 MARCH 2015, that he confirms the contents thereof and that he understands same and that the conditions and regulations as set dut in Government Notice R1258 of 12 July 1972, as amended, were adhered to

COMMISSIONER OF OATHS

Full names: Zawy ROBBAT MTURNI

Business Address: 15 STURDER MENGE NOSABKWK 2196 Designation: WARRANT OFFICEN

WID Capacity:

SUPPLY CHAIN MANAGEMENT

2015 -03- 23

FAOCUETAGENT

BIIID "AFTONIANIAE POLICIESTEMS

AfAdavib

I, the undersigned

Jabu Cixokwa

do haraby make calch and state the following:

- 1. "It am an adult male, identify number My telephone number is 079 574 9744,
- 2. I was employed by Attorneys Norman Berger Inc. as an agent to tout dalms in respect of personal lijury victims from various:

 hospitals including the Natalapruit Hospital. I was paid

 R7000-00 per month by Norman Berger Inc.
- 3 During the . & (six) years I was employed by Norman Benger I touted about 15-20 dients per week. When I didn't bring alients in Anthony Miller would get angry and fight with me. I was given a car which I weed to plot up and drop off clients. Amongst the clients I touted isome number the following:

Unciluo Cleopatra Banda ebo Thaba Kapoko Siwopu Judiwya

Mazibuko Rojako

Ophiwa Madansala

Olphalo Wibnoos Diamini

Nakana Osvid Phalthole

Antonio Mallimber Montelro

The procedure I followed was as follows:

I would be contacted by family member telling me someone they know was in an accident or I would go to the hospital and find the injured person. I would then take the allest to the office. The allest was never seen by an attorney I.T. RM

Affldavit .

I the undersigned

Mr. Brandie Maboya,

do hereby make oath as follows:

- I am an adult male, with ID number 740309 5677 083 and currently unemployed residing at 747 Mangaung Village, Orange Free State, with cell phone number 073 5422 675.
- I was involved in an accident on or about the 26th of March 2008. I was a passenger in a taxi
 travelling from Germiston to Nataispruit.
- 3. I was badly injured in the collision and was transported to the Natalspruit Hospital.
- I remained under treatment at the Natalspruit Hospital for at least four months.
- While I was in hospital I was approached in my ward by an African male known to me as Jabu who handed me a business card of a firm of attorneys called Norman Berger and Partners Inc.
- 6. Jabu told me that he wanted me to be the client Norman Berger and Partners Inc.
- J enquired of Jabu as to how he knew about me and the accident in which I was involved in and Jabu replied that he was at the scene of the accident and took photos of the accident.
- I asked Jabu the whereabouts of the photos and Jabu told me they were at the law offices of Norman Berger and Partners Inc.
- Jabu said I must claim for my injuries sustained for the accident and I advised him this
 couldn't be done as I was still in hospital.
- 10. After my discharge form the Nataispruit Hospital Jabu visited me at my home.
- 11. Jabu advised me that he would come and fetch me the next day as he wanted me to be a client of Norman Berger and Partners Inc. and that monles will be deducted for the transport account of Norman Berger and Partners Inc.
- 12. Jabu collected me with a white Mazda 323 the next day and took me to the offices of Norman Berger and Partners Inc. in Johannesburg.

De Murw



- 13. At the offices of Norman Berger and Partners Inc., Jabu read out documents to me which recorded how the firm of attorneys dealt with claims. I did not sign any documents.
- 14. I spent most of the day at the offices of Norman Berger.
- 15. A statement was taken from me by a female employee, a non-European lady and I do not recall her name. I did not sign the statement.
- 16. Jabu then gave me a lift back home with a Mazda 323..
- 17. It have travelled with Jabu on a number of occasions to visit doctors in Pretoria and Johannesburg with Jabu's white Mazda 323 accompanied by my cousin, Potlodt Ramoshebi -072 917 5186
- 18. I received various letters from Norman Berger and Partners through the post from time to time and will be attached. I also received letters from Dube Attorneys which will be attached.
- 19. Jabu used to phone me regularly from cell phone number 079 574 9744, to advise me he would pick me up from an address in Natalspruit, 355 Phoko Section, Katlehong, where I used to stay and after visiting the doctors in Pretoria and Johannesburg, he would drop me off once again at the Natalspruit address.
- 20. On the 4th of March 2011 the matter was settled at trial in terms of the settlement agreement annexed herein, case number 09/50147
- 21. I knew nothing of attorneys Norman Berger and Partners and was taken there by Jabu directly.
- 22. I never ever consulted with any of the professionals at Norman Berger's offices and only dealt with Jabu apart from the first occasion when the statement was taken by the female employee.
- 23. I don't recall ever receiving a statement of account from Norman Berger and Partners in this matter and I am in the dark completely as to the amounts that they were paid.
- 24. Sometime prior to the trial Jabu advised me that he had had an argument with Norman Berger and Partners and no longer work there and he would arrange to hand my file to Dube Attorneys in Johannesburg who handled the matter at trial. I signed documents at Dube Attorneys.
- 25. I paid the cheque into my FNB account with account number 62315905605.
- 26. I received an amount of just over R 400 000.00(four hundred thousand rand) from Dube Attorneys.





- 27. I still don't know how the accounting was arrived at, how much Norman Berger and Partners received and how much Dube Attorneys was paid in respect of costs.
- 28. I was not in any way or manner forced to make this statement.
- 29. I have not received any compensation for making this statement.
- 30. I am making this statement out of free will.

DEPONENT.

SIGNED AND SWORN to before me at GREENSIDE on this the $\bigcup_{i=1}^{\infty} f$ day of April 2013 by the deponent who states that he knows and understands the contents of this affidavit and who has further acknowledged that:

- a) he has no objection to taking the prescribed oath;
- b) he considers the prescribed oath as binding upon her conscience; and
- c) he further uttered the words "So Help Me God" in my presence.

SUID AFRIKAANSE POLISIEDIENS STATION COMMANDER 15 APR 2013 CHENT SERVICE GENTRE NORWOOD SOUTH AFRICAN POLICE SERVICE 11932786 Llathothe COMMISSIONER OF DATHS M. W. MATRUFTE 12 PATERSON ROMO WORLDOOD WHERTOT OFFIGER 011 4834600

is ILE



Khomisani Constance Mabasa states under oath in English as follows:

I am a black female 34 years old with ID number 7710190255080. Residing at no 250 Motseki Street Mokoena Section Katlehong. I am currently unemployed. Cell phone number 0739230281.

On Monday 13/4/2009 at 08:00AM in Bela Bela I was involved in a vehicle accident. My left arm was severely injured. I received treatment in Bela Bela hospital and was later transferred to Natalspruit Hospital where I stayed for 6 weeks. While I was in hospital a person called Jabu came to my husband Nelson and said to my husband that he must accompany him (Jabu) to the offices of Norman Berger to claim from the road accident fund for me. This occurred when my husband Nelson visited me at hospital.

After I was discharged from hospital Jabu came to my residential address at 250 Motseki Street. Jabu took me to the offices of Norman Berger. I was attended to by a black lady speaking Tsonga. I don't know her name but she has the following description: slender build with long hair and neatly dressed in office clothing. No glasses. will recognize her if I see her again. I did not speak to Berger or Millar. While I was at Norman Berger the lady never spoke to me about fees or disbursements or contingency issues. I was at their offices 3 times. On the other occasions different black ladies attended to me. I don't know their names. Sometimes Jabu took me and sometimes 3 black males. I don't know their names. They drove a Hyundai Getz, Blue /green in color. With every visit I signed documents. They did explain the documents to me.

I did receive a statement of account. In January or February 2011 I received about R79000. In about March /April 2011 I received another R91000. After that payment I have never received any other money. I fetched these payments as cheques from the offices of Norman Berger. The first time I fetched the first cheque I was told by the receptionist who is also a black lady not to talk to anyone about the money that I received, I have not been contacted by anyone of these agents or employees of Norman Berger in the last 12 months.

I request and authorize either SAAPIL and for The Law Society of the Northern Provinces or anyone instructed by either of them to obtain my complete file from Norman Berger and Partners INC. I do not wish to have any communication with Norman Berger and Partners INC, their employees or agents. I quest SAAPIL and the Law Society of the Northern Provinces to investigate the manner in which I became their client and the way in which they dealt with me and my claim. I confirm that I make this affidavit out of my own free will and that I have not been threatened or offered any payment in return for doing so. I confirm that I

this statement was translated to me in Tsonga by Mr. David Mamosebo.

I am familiar with the contents of this declaration. I have no objection to taking the prescribed oath. I see the prescribed oath as binding on my conscience.

24/5/2012 Katlehong

18:00 PM

C. Mabasa.

I certify that I David Mamosebo translated this declaration from the English language to the Tsonga language.

Name: Strill Marrosebo
CELL:
Address: 0763503288

3727 NTS: Course Str

Affidavlt

I, Hendrik Roedolf Scholtz states under oath in English.

1

I am an Adult male with ID 740218 5100 089 and employed at Ferlio, Group of Investigators as Investigation Manager, 570 John Scott street, Constantia Park, Pretoria with cell phone numbers 082 . 719 6226.

2

I have been in the SAPS Brooklyn and SAPS Organized Crime specialized driven project unit and a Reservist at Brooklyn SAPS from 1992 until 2006. I have done investigations.

3

On 2013/03/21 I was contacted to do investigation for SAAPIL, whereby a list of names was handed over tro me to obtain statements regarding how the clients got to know about Norman Berger and Partners regarding a clain they instituted against the Road Accident Funds after being involved in an accident.

4

The Following people were interviewed by myself, Jaco Coetzee and Isaac Ndlovu that assisted as a translator whereby Statements as well as attachements were obtained. The mentioned individuals have not been threatened in any way or manner. The have not been promised any compensation to this regard. The statements was made out of their own free will.

ţ

- Doreen Phalane 670102 0713 084 and cellphone number 084 703 6730
- Brandle Maboya 740309 5677 083 and cellphone number 073 542 2675
- Corrine Matchumele 730104 0475 084 and cellphone number 082 408 8610
- Marlam Masal 530312 0756 088 and cellphone number 079 110 9934
- Khomisani Constance Hlungwani 771019 0255 080 and cellphone number 073 923 0281
- Mbazima Nelson Hlungwani 710917 5392 085 and cellphone number 084 805 52

6

All the above individuals statements was translated to them by Isaac Ndlovu and then signed in front of an SAPS member at a Police station where they were informed again of all the facts stated in this statements as per SAPS stamps on the statements.

7

I know and understand the contents of the above written statement.

MM M5

I have no objection in taking the prescribed oath.

I find the prescribed oath to be binding to my conscience.

Johannesburg

2013/07/09

06;30

Hendrik Roedolf Scholtz

2015 77 11 5

EAST RAND BOILTH AFRICAN FOLIGH REFORCA AFFIDAVIT

I, the undersigned

Jacques Christlaan De Klerk

Hereby make oath and state in English:

1,

I am an adult male with identity number 6807185025089. My mobile number is 0790698398. I am the owner of Zinandi Specialised Investigations.

2.

This affidavit is made by me in my sound and sober senses, freely and voluntarily and willhout anyone influencing or forcing me to do so. I declare that the information contained in this affidavit is within my personal knowledge and belief true and correct unless otherwise stated.

3.

A AL

I am duly authorized to make this statement and to depose to this affidavit. I make this statement out of my own free will and have not been promised any reward, monetary or otherwise, for making this statement. This statement consists of 3 pages. I have initialed each page and read the statement before I signed II.

4

During November 2011 I was tasked by SAAPIL to obtain statements from different persons as set out below:

- A) Funani Beauty Ngobese id number 6009200777089. Statement was taken on 13/12/2011 at 14:19 PM in Meadowlands Soweto.
- B) Flora Jose Gulbomane Passport number AB 164228, Statement was taken on 18/12/2011 at 16:35 In Katlehong.
- C) Khombislle Joyce, Mazibuko ld number 6807110645084. Statement was taken on 8/12/2011 at 15:05 in Mapleton.
- D) Siyabuya Siwepo ld number 8504106283081. Statement was taken on 13/12/2011 at 10:56 in Tsakane.

5

During July 2014 I was informed that the contents of these statements were described as "concocted". I am a duly authorized commissioner of oaths with appointment reference JK 528/11 dated 8/2/2011. I therefore see these allegations of "concocting" evidence in a serious light and I am currently in the process of obtaining legal counsel in this regard.

6

The statements obtained from individuals were made by each in his/her sound and sober senses, freely and voluntarily and without anyone influencing or forcing them to do so. Deponents were duly authorized to make these statements and to depose to these affidavits. Individuals made these statements out of their own free will and were not promised any reward, monetary or otherwise, for making these statements.

2

It needs to be mentioned that Zinandi Specialised Investigations have no vested interest in the outcome of this case. No details of incidents were known prior to interviews and the deponent was therefore the only source of Information. Logic dictates that to "concoct" one should at least have knowledge of what you are "concooting" about. The allegations are rejected in the strongest possible terms and will be treated with the contempt it deserves.

Do you know and understand the contents of this declaration? Yes Do you have any objection to taking the prescribed oath? No Do you consider the prescribed oath to be binding on your conscience? Yes

Deponent's Signature

J.C. D. KLERE

Deponent's Name

I certify that the Deponent has acknowledged that he/she knows and understands the contents of this affidavit, that he/she does not have any . objection to taking the oath, and that he/she considers it to be binding on his /her conscience. This affidavit was sworn to before me and the Deponent's signature was placed hereon in my presence in KNUAFIS BORN on this the

8-74-day of AUGUST.

4/30/13



CITYPRESS 5 MARCH 2006 BUSINESS JOHANNESBURG FINAL



HOTLINE

Accident victim disputes legal bill

Lawyers take big chunk of payout

THULI ZUNGU

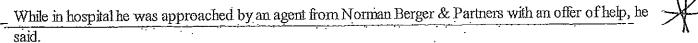
IF HLANGA Nonjinge of the Eastern Cape was not good at maths he would have lost thousands of rands to his attorney.

He has waited since January for his lawyer from Norman Berger & Partners Inc to obtain a court date for his bill of account to be taxed, he said.

This would allow Nonjinge to tell the court that his attorney incorrectly charged him for services that were not rendered.

This has also caused him to miss the local elections because he had no money to go back home, he complained.

He said he was injured in an accident in 2004 and was hospitalised for two months.





This law firm successfully lodged a claim with the Road Accident Fund on his behalf which ultimately compensated him in August last year.

He said the fund paid R13 500 into the trust account of his attorney.

The attorneys' fees of R4 316 were paid separately in December, added Nonjinge.

He was only invited to collect his compensation in January this year although it was paid long before then, said Nonjinge.

"I hitch-hiked from Eastern Cape to Gauteng to collect my money because I was looking forward to getting paid," he said.

On collection Nonjinge was issued a cheque of R2 160 as full and final payment, he said, showing Hotline his copy which was attached to an inaccurately calculated bill of cost.

"There is a glaring discrepancy between the amount payable to me and that of the attorneys," said Nonjinge.

Although the total disbursments due to the attorney is R3 686, payable by Nonjinge, his law firm debited a

Rachelle Stein



Subject:

FW: MASHILOANE - KOMMENTAAR OP RESPONS DEUR MNRE NORMAN BERGER EN VENNOTE

From: cora van der merwe [mailto:coravdmerwe@gmail.com]

Sent: 02 May 2014 03:46 PM

To: Ronald Bobroff; Ronald Bobroff

Subject: Fwd: MASHILOANE - KOMMENTAAR OP RESPONS DEUR MNRE NORMAN BERGER EN VENNOTE

----- Forwarded message -----

From: Tony Beamish < tony.beamish@me.com>

Date: 2014-05-01 8:03 GMT+02:00

Subject: MASHILOANE - KOMMENTAAR OP RESPONS DEUR MNRE NORMAN BERGER EN

/ENNOTE

To: cora van der merwe < coravdmerwe@gmail.com>

Cc: Ryk van Niekerk < ryk@moneyweb.co.za>

Geagte Me van der Merwe,

Dankie vir jou epos boodskap. Ek gee aandag daaraan. Sal dit moontlik wees vir jou om my by Moneyweb se kantore in Melrose Arch te ontmoet? Laat weet my watter tyd volgende week gelee sal wees vir jou. Dan kan ons in persoon gesels oor die sake wat jy uitgelig het in jou boodskap.

Laat weet my asseblief.

Tony Beamish

On 30 Apr 2014, at 3:26 PM, cora van der merwe <<u>coravdmerwe@gmail.com</u>> wrote:

Geagte Mnr van Niekerk.

Ek heg hierby aan die volgende vir u aandag, welke vanaself spreek:

- 1. My verslag aan Mnre Tony Berlowitz;
- 2. My inspeksieopsomming in die aangeleentheid Mashiloane.

Ek neem ten sterkste eksepsie dat Mnr Norman berger na my verwys as kandidaatprokureur in diens van Ronald Bobroff Prokureur. ten tye van die inspeksie was ek werksaam as kostekonsultant. Reël 70 verleen aan my die bevoegdheid om enige lêer voor taksasie te inspekteer en die wertgewer het geen tydsbeperking aan die tyd wat dit neem om te inspekteer, gekoppel nie.

Mnr Berger se stelling dat ek ten tye van die inspeksie 'n kandidaat prokureur was en my by die hele mediadebakel te probeer intrek, word met die minagting wat dit verdien beskou. U kan gerus by die orde uitvind wanneer my kontrak geregistreer is, en hopelik insien dat Mnr Berger subjektief is. Mnr Berger se rekening was deurspek met fiktiewe items. Ongelukkig het ek nie kans gehad om die saak by die hof te opponeer nie aangesien ek nie voortydig kennis van die taksasie gekry het nie.

Ek het my bevindinge, naamlik die talle fiktiewe items in die party-en-party-rekeninge met die RAF gaan bespreek en my aanbevelings om die saak onder Forensies se aandag te bring is deurgegee aan Mnr Berlowitz.

Ek gaan nie toelaat dat mense my impliseer by aangeleentheid as dit met leuens en onwaarhede omring word nie. Die gemiddelde verwagting by die man op straat is dat u as redakteur 'n mate van kontrole moes uitoefen rakende kontekstuele korrektheid van die publikasie? Of gooi u nou maar die onwaarhede oor die boeg van die Grondwetlike reg van Vryheid van spraak. Wel weeg dit op teen my konstritusionele regte en ek dink die skaal gaan swaarder na my kant toe swaai.

Die uwe

CORA VAN DER MERWE

TEL: 071 712 9453 FAX: 086 692 7895 <20140430153807839.pdf>

TIME FRAME	AS PER PARTY AND PARTY BILL OF COST	AS PER ATTORNEY CLIENT BILL OF COST	DIFFERENCE
Up to 17/07/2010	4 Calls	3 Calls (15 min)	1 call
After 17/7/2010	15 Calls	15 min	12 calls unaccounted for

COPIES

The following reflects charges for copies made in the party and party bill of cost. No copies were made. The documentation was scanned and email to the recipients:

		1
	·	
ITERA INI DADEN		TOTAL DAOFO
ITEM IN PARTY		TOTAL PAGES
AND PARTY	CODIECTO	"SCANNED"" AND NOT
BILL OF COST	COPIES TO	COPIED
		1
	Lodgement documentation to the	
57	defendant at dineos@msminc.co.za	119pg
	Report by Dr Barlin to R marks and J van	
100	Zyi	22pg
106	Report by R Marks to J van Zyl	19pg
118	Report by J van zyl to R Marks	15pg
		-
142	Report by Dr Schwartz to experts	21pg
	Report by Dr Fourie to R Marks and J van	
147	Zyl	24pg
	Report by Rose Leshika to Experts (Marks	1
152	and Van Zyl)	20pg
	Expert minutes by Dr Barlin and Schwartz	
156	to R Marks and J van Zyl	4pg
	Expert minutes by J van Zyl and Dr Fourie	
161	to Dr Barlin	2pg
101	Lo Di Dariii	1-443

	ITTERN INLESS		
DATE	<u>ITEM IN PP</u> BILL	CONSULTATION	TIME SPENT
28-Jun-10	33	Consultation with client to discuss and traverse accident report, plan and key and SAPS statements, discuss and traverse claim form	1 hour
21-Jan-11	72	Consultation with client, discuss and traverse RAF medical form and hospital records, discuss and traverse client's physical condition and instructions in respect of experts to brief for medico legals, discuss and traverse defendant's plea and special plea and plaintiff's replication	1hour
24-Aug-11	158	After consultation with counsel, discuss and traverse of Dr Swartz, R Leshika, and Dr Fourie and discuss and traverse expert minute of Dr Barlin/Dr Swartz	2hr 30 mìn
5-Aug-11	137	Consultation with client, discuss and traverse actuarial report	15min

In respect of the consultation of 5 August 2011:

- Actuarial calculations were based on incorrect information which was only pointed out by counsel at a later stage. The basis taken for actuarial calculations was R2,471 per month. The reports by J van Zyl (for the plaintiff) and Fourie (for the defendant) refer to earnings of R1400 per month.
- Travel disbursement 100442 showed that the driver in the employ of Norman Berger, picked the plaintiff up at his house in Zonke, transported him to the consulting rooms of Dr Swartz (Defendant's expert) and took him back to Zonke. There was no indication on the travel voucher/disbursement that gives the impression or confirmed that the plaintiff was transported to the office of Messrs Norman Berger and Partners to consult.

INCONSISTENCIES BETWEEN THE PARTY AND PARTY BILL OF COST AND THE ATTORNEY CLIENT BILL OF COST:

The following consultation in the party and party bill is inconsistent with the fee charged in the attorney client bill of cost:

DATE	ITEM IN PP BILL	CONSULTATION	TIME SPENT	
	·	Consultation with client, advise him of his rights and obligations with respect to defendant's experts (and after appointment with Dr Fourie) Discuss and traverse medico legal reports of		1
4-Aug-11	121	Dr Barlin, R Marks and J van Zyl	3 hour	

Travel disbursement 100707 indicates that the driver in the employ of Norman Berger and Partners, picked the client up at Zonke on the 4/08/2011, took him to Brakpan for a medico legal examination with Dr Fourie, defendant's expert, and dropped him off again at Zonke. Distance travelled being 80km. There is no indication on the disbursement voucher that the plaintiff was transported to the office to consult with the attorney.

It was further noted that the attorney client bill of cost only specified 30 minutes for the same consultation.

CORRESPONDENCE:

CORRESPONDENCE	AS PER PARTY AND PARTY BILL OF COST	AS PER ATTORNEY CLIENT BILL OF COST	ACTUAL LETTER COUNT	DIFFERENCE
Letters written (Up to 17/07/2010)	35 letters	23 letters	35 letters	none
Letters received (Up to 17/07/2010)	19 letters	9 letters	2 letters	17 letters
Letters written (from 18/07/2010)	68 letters	73 letters	68 letters	
Letters received (from 18/07/2010)	76 letters	80 letters	24 letters	52 letters

TELEPHONE CALLS

IN THE HIGH COURT OF SOUTH AFRICA GAUTENG LOCAL DIVISION, JOHANNESBURG

25660/2010

Case Number:

In the matter between:

AVRIL MPHO MASHILOANE

Plaintiff

And

ROAD ACCIDENT FUND

Defendant

REPORT

In re: Inspection held on 30 August 2012 in terms of Rule 70

BACKGROUND:

Mr Anthony Berlowitz, acting attorney for Mr Mashiloane (plaintiff), obtained the file that relates to the Third party claim against the Road Accident Fund, from attorneys Norman Berger & Partners Inc., after having to launch an application to the High Court South Gauteng against this firm to hand over such file.

Mr Berlowitz subsequently retained the services of a cost consultant to go through the bills of cost drawn by the said firm of attorneys, having regard to the fact that the taxed party and party bill was taxed in an amount of R144,821.08 plus disbursements, in terms of an order of court.

The plaintiff was to receive the capital amount of R37,500 from the Road Accident Fund (RAF) for loss of income. The court did not have the jurisdiction to entertain the claim for general damages against the RAF and accordingly the plaintiff was not entitled to pursue his claim for general damages in court. The plaintiff was compelled to activate the procedure for the referral of this determination to the tribunal established in terms of the RAF Act.

Mr Mashiloane received from the said attorneys the sum of R31,684.93

Once the court ordered the handing over ofthe file of Mr Mashiloane, Norman Berger and Partners then taxed an attorney and own client bill in the sum of R229,589.85 and demanded payment from the plaintiff of an amount of R78,768.77, made up by setting off a sum of R6,000 retained by the attorneys from client's initial capital award, less obviously the monies received from the Road Accident Fund in respect of the party and party bill costs.

INJURIES AND SERIOUS INJURY ASSESSMENT

The hospital records indicated that the plaintiff had a midshaft fracture of the femur with internal fixation with no complications.

ASSESSMENT BY ROMEY MARKS - OCCUPATIONAL THERAPIST

The RAF 4 from was completed by Romey marks (Occupational therapist) and Dr Braude (Psychiatrist).

Romey Marks is not a medical practitioner in terms of the Health Professions Act, 56 of 1974. Romey Marks was therefore not entitled in terms of the RAF Act to conduct a Serious Injury Assessment with the view to determine the Whole person Impairment. Despite the aforesaid, Romey Marks indicated a 6% Whole person impairment.

Romey Marks erred when she completed the RAF4 as she used the upper extremity impairment evaluation when she classified the plaintiff's injuries and came to a final impairment of 14%

Romey Marks but never signed the declaration to the Serious injury assessment

ASSESSMENT BY DR BRAUDE - PSYCHIATRIST

Dr Braude never consulted with the plaintiff in respect of a serious injury assessment and made his finding on a loss of mobility and scarring, based on the clinical notes of Natalspruit Hospital and the report by Romey Marks.

Dr Braude indicated that the narrative test will be applicable as having a serious disfigurement. Dr Braude indicated that the plaintiff reached the maximum MMI.

DR SCHWARTZ, ORTHOPAEDIC SURGEON

Dr Schwartz indicated in his medico legal report that the plaintiff sustained a midshaft fracture of the right femur, which had fully healed with no functional impairment.

JOINT MINUTES BETWEEN ROSE LESHIKA AND ROMEY MARKS

Rose Leshika, for the defendant was of the opinion that the plaintiff will not need occupational therapy or assistive devices. She concluded that the plaintiff had no loss of employment capacity.

Romey Marks on the other hand indicated that the plaintiff would need rehabilitative occupational therapy of 6 hours after which he will be able to return to work.

On the basis of joint minutes agreed by the orthopaedic experts appointed, no reasonable prospects exist of the plaintiff's injuries being classified as serious in terms of the Road Accident Fund Act and regulations thereto.

The Tribunal of the HPCSA must have ruled that the plaintiff's injury as not serious.

Despite the aforegoing, Norman Berger and Partners proceeded to launch review proceedings in the North Gauteng High Court under Case Number 12820/2012 against the HPCSA, Drs P Engelbrechts, KD Rosman, C de Beer, FP de Plessis, L Bloem (all practitioners involved with the Tribunal) and the Road Accident Fund.

This review is still pending.

INSPECTION OF THE FILES IN TERMS OF RULE 70

CHARGES FOR CONSULTATIONS THAT ALLEGEDLY NEVER TOOK PLACE:

The following consultations appear in the party and party bill of cost, and there is no reference to same in the attorney client bill of cost. No file notes exist in respect of these consultations and the plaintiff confirmed the consultations never took place:

The judicial approach to contingency fee agreements in South Africa

DJ Boome

LLM student, University of South Africa

M Slabbert

BA (Hons) HED BProc LLB LLD

Professor of Law, University of South Africa

OPSOMMING

Die geregtelike beskouing van ooreenkomste vir gebeurlikheidsgelde in Suid-Afrika Ooreenkomste vir gebeurlikheidsgelde kom gereeld voor in eise teen die Padongelukkefonds. Die Wet op Gebeurlikheidsgelde 66 van 1997 het op 23 April 1999 in werking getree. Ten spyte van die bestaan van die Wet het baie prokureurs steeds gemeenregtelike ooreenkomste met kliënte aangegaan waarvolgens hulle meer as die voorskrifte in die Wet gevru het. Hierdie artikel kyk na waar en hoekom hierdie gebruik van 'n gemeenregtelike ooreenkoms ontstaan het. Daarna word aandag gegee aan hoe 'n gebeurlikheidsgelde-ooreenkoms kragtens die Wet behoort te lyk. Sake rakende gebeurlikheidsgelde-ooreenkomste, asook die uitspraak van die Konstitusionele Hof, word ook geanaliseer.

1 INTRODUCTION

"The matter of fees is important, far beyond the mere question of bread and butter involved. Properly attended to, fulfer justice is done to both lawyer and client" - Abraham Lincoln

A contingency fee agreement may be defined as an agreement between a legal practitioner and his or her client in terms of which the former agrees to charge the latter no fee if the claim is unsuccessfully prosecuted.² In the event of success (as defined between the parties), however, the agreement usually allows the legal practitioner to recover a fee in excess of his or her normal fee, since he or she bears the risk of the losses occasioned by unsuccessful litigation conducted on a contingency fee basis.³ Such agreements are said to enhance access to justice since they enable litigants who would otherwise be constrained by the prohibitive cost of litigation, to obtain legal representation to prosecute their

The student is currently incarcerated. He did the research within the correctional facility.
 Prof Slabbert acted as menter and added where sources were not available for the student.

¹ http://bit.ly/1L9oWvD (accessed on 3 January 2014).

² Seo The South African Association of Personal Injury Lawyers v The Minister of Justice and Constitutional Development (The Road Accident Fund Intervening) 2013 2 SA 583 (GNP) [2]; Tjatji v Road Accident Fund 2013 2 SA 632 (GSJ) [2]. See also, the South African Law Commission Twenty-fourth annual report (1996) 29 http://bit.ly/1L9p6TM (accessed on 10 December 2013).

³ SALC Twenty-fourth annual report (1996) 29.

the enactment of the Act. Furthermore, in Law Society of South Africa v RAF,²³ Traverso AJP made the following observation regarding contingency fee agreements:

"This system has been employed for decades and is the basis upon which attorneys undertake work of that nature and is the method by which claimants obtain representation in order to enable them to pursue their claims against the RAF." ²⁴

It appears, therefore, that contingency fee agreements were permitted by the Association of Law Societies at some stage prior to the SALC investigation into speculative contingency fees. Morcover, it appears that the practice of representing clients on a contingency fee basis considerably pre-dates the Act. In other words, in the absence of statutory regulation prior to the Contingency Fees Act, contingency fee agreements were employed in a completely unregulated environment for many years. It is therefore difficult to avoid the conclusion that certain standard practices developed over time and that, after the commencement of the Act, the status quo, as developed over time, was sought to be maintained by invoking the notion of a "common law contingency fee agreement". In order to understand the need for stricter control it is accordingly both necessary and instructive to examine the approach that our courts have taken to contingency fee agreements that do not comply with the provisions of the Contingency Fees Act.

In Price Waterhouse Coopers Inc v National Potato Co-op Ltd,26 Southwood AJA, writing for a full bench of the Supreme Court of Appeal (SCA), stated clearly that:

"The [Contingency Fees] Act was enacted to legitimise contingency fee agreements between legal practitioners and their clients which would otherwise be prohibited by the common law. Any contingency fee agreement between such parties which is not covered by the Act is therefore illegal."

Since the case was not concerned with a contingency fee agreement between attorney and client, the above statement was regarded by some as *obiter dictum.* However, this argument was expressly rejected in *De la Guerre v Bobroff & Partners Inc.* ²⁹

In Maisi v Road Accident Fund, 30 an attorney (M) had concluded a contingency fee agreement with his client, the plaintiff. The agreement provided that the plaintiff will pay M the following amounts for the conduct of the ease:

- (a) 25% (excluding VAT or other tax) of the capital amount awarded as a success fee;
- (b) R1 000 per hour for all work done before receipt of the capital proceeds; and
- (e) any party-and-party cost-contribution made to the plaintiff's attorney (in respect of which the attorney needs not account to the plaintiff).³¹

^{23 2009 1} SA 206 (C).

²⁴ Idem [4].

²⁵ SALC Twenty-fourth annual report (1996) 29.

^{26 2004 6} SA 66 (SCA).

²⁷ Idem [41].

²⁸ Weideman (fn 4).

²⁹ Fn 4, [12]. This case is discussed in more detail below.

³⁰ Mnisi v Road Accident Fund (37233/09) [2010] ZAGPPHC 38 (18 May 2010).

³¹ Idem [13].

The parties reached a settlement agreement and the court was presented with a draft order and was requested to make it an order of court. The draft order did not contain a breakdown of the amounts to be paid to the plaintiff and her two minor children and also did not make provision for the administration of the amounts to be paid to the minor children. The court accordingly refused to make the draft order an order of court and required counsel to consider the various options available for the administration of the amounts to be paid to the children and to address the court on these matters the following day. At that stage, the court still was not aware of the contingency fee agreement.

The following day counsel submitted another druft order in which the above matters were addressed. Paragraph 3 further provided as follows: "The Defendant shall pay 25% plus VAT of the total amount to the plaintiff's attorneys in terms of the Contingency Fee Agreement Act."

This was the first time the court had been made aware of the fact that M had concluded a contingency fee agreement with the plaintiff. Furthermore, the affidavits required by section 4 of the Act had not been filed. The court again refused to make the draft order an order of court, *inter alia*, because it was not satisfied that the defendant could be ordered to pay 25% of the total amount to M in terms of a contingency fee agreement, and also because the affidavits required by section 4 of the Act had not been filed. The court accordingly demanded to see the contingency fee agreement.

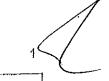
Regarding the terms of the contingency fee agreement, it is respectfully submitted that Southwood J appeared somewhat ambivalent in his finding³² that the agreement was "clearly not covered by the [Contingency Fees] Act and the agreement appears to be illegal". This stands in stark contrast to the learned judge's earlier dictum, to which he made reference,³³ in Price Waterhouse that "[a]ny contingency fee agreement between such parties which is not covered by the Act is therefore illegal". This dictum suggests that invalidity is an unavoidable consequence of a finding that a contingency fee agreement does not comply with the Act. Yet, almost six years later, in Alnisi, Southwood J was only prepared to form a prima facie view that the contingency fee agreement was invalid, despite stating that it was "clearly not covered by the Act". Instead of making an order declaring the agreement invalid, the judge directed the Registrar to refer the matter to the President of the Law Society of the Northern Provinces (LSNP) to investigate, Inter alia, the validity of the contingency fee agreement and M's failure to file the affiduvits prescribed by section 4 of the Act.

Another interesting aspect of the *Mnisi* judgment is that it appeared that M laboured under the misconception that he was entitled to charge between 15% and 25% of the amount awarded in all claims sounding in money, regardless of whether this amount exceeded double his normal fee. This aspect is what appears to have prompted the court to also direct the Registrar to require the President of the LSNP to investigate whether the contingency fee agreements M enters into generally, are valid. Southwood J explained the effect of section 2(2) of the

^{32 114/1}

³³ Muisi v Road Accident Fund (fn 30) [12].

³⁴ Idem [33].



NORMAN BERGER & PARTNERS INC

Allomeys, Notatios, Conveyencers & Administrators of Deceased Estates; 04-6th Avenue comer Louis Bolha Avenue Highlanda North JOHANNESBURG Republic of South Africa 2192 - P O Box 250 Highlands North 2037; Tel: 27 11 786-3088 Fax: 27 11 786-3111 Docex 4 Highlends North; email into@mormanherger.co.za

MANDATE AND FEE AGREEMENT RE

CLAIM AGAINST RONALD BOBROFF & PARTNERS INC FOR ANY RELIEF OR DAMAGES ARISING OUT OF A MOTOR VEHICLE ACCIDENT AND THE CLAIM HANDLED BY RONALD BOBROFF & PARTNERS INC NO WIN NO FEE BASIS

1, the understaned, That we de la Grierre.	
or 1 Stone arch Boksburg, Neith RD,	
Bartlette.	_

do hereby nominate and appoint the directors / partners and their nominees of

NORMAN BERGER & PARTNERS INC

with power of substitution (hereinafter called "the Altorney") to render professional legal services to me, which shall include the right to prosecute or defend proceedings in any competent court and on my behalf to take all necessary steps in connection with

a claim against Ronald Bobroff & Partners Inc for any relief or damages arising out of a motor vehicle accident on 26 November 2006 and the claim handled by Ronald Bobroff & Partners Inc.

FEES PER HOUR OR PART THEREOF THAT THE ATTORNEY WILL CHARGE ME FOR SERVICES RENDERED BY THE ATTORNEY AND THE EXCLUSION OF ALL OTHER TARIFFS (ALL SUCH OTHER TARIFFS BEING THE PARTY AND PARTY TARIFF WHICH SHALL NOT APPLY)

201101101N9/m·MVA-R2 950,00







1. I confirm that:-

- 1.1 The attorney (including each member of the Attorney's staff), is entitled to charge fees on the attorney and own client scale as set out below for services rendered in terms hereof and that I undertake and agree to pay the attorney fees as set out in this agreement;
- 1.2 The fees on an attorney and own client scale will be calculated on a time basis in terms of an agreed hourly tariff set out below, and not on any other basis and in this respect i understand "any other basis" means:
 - that it is not limited to a fee relative to
 - the amount involved (as the amount involved shall not in any way be taken into account nor shall it have any affect on this agreement or the rate charged)
 - nor shall the amount of words involved in a document in any way be taken into account
 - because this agreement specifically excludes any other basis for the fees to be charged and provides for fees only on a time basis and
 - whereas a party and party teriff (which provides, as detailed below, a teriff for an unsuccessful party in a litigation matter to have to pay a successful party) may provide for a fee for perusing and considering or drafting and drawing letters or documents on the applicable tariff which is not a time based tariff for letters or documents or in respect of other matters in the tariff may be on a time basis but at a much lower rate such tariff shall not apply but shall purely be based on the time spent at the aforementioned agreed rate and not on a basis such as in the party and party tariff where such fees are calculated per follo, a follo being 100 words or part thereof or per page.
 - all such tariffs for party and party costs shall be excluded and ignored and the fees shall be calculated on a time basis.
 - 1.3 The fees in respect of the time spent by the attorney will be calculated at an hourly tariff which is at present R2 950,00 per hour or part thereof (VAT excluded).

ESCALATION OF THE HOURLY TARIFF FOR EACH YEAR HEREAFTER

1.4 The hourly fariff set out herein shall automatically escalate annually from 1st January next year and every year thereafter, at a rate of 15% (fifteen per centum) per annum compounded every year, unless specifically otherwise

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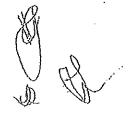


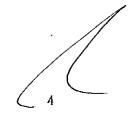
agreed.

HOURLY TARIFF APPLIES ALSO TO LETTERS AND DOCUMENTS PERUSED AND CONSIDERED AND THE DRAFTING AND DRAWING OF SUCH LETTERS AND DOCUMENTS WITH CERTAIN MINIMUM TIME CHARGES AS SPECIFIED BELOW (A RATE ON A PER FOLIO OR PER PAGE BASIS IS SPECIFICALLY EXCLUDED)

- 1.5 It is especially recorded that in respect of the drafting and drawing of letters and documents or the perusal and considering of letters and documents received, and work done in regard thereto:
 - all the time spent shall be charged on the hereinmentioned time basis, le all such work shall not be calculated on a basis where a charge per folio of hundred words is chargeable such as for example, in the party and party tariff in the Magistrate's Court or per page in the High Court or any other court tariff, but shall only be calculated on a time basis for the time spent perusing, considering, researching and all other work involved in such letters or documents drafted or drawn, including a consideration of the steps to be taken thereafter.
 - In all cases involving the drafting and drawing or perusal and considering
 of letters or documents received, there shall always be a minimum charge
 which will allow for the time to obtain the file, to consider what letters or
 documents ought to be drafted or drawn or what further work ought to be
 done in response to letters or documents received, and also a minimum
 charge for letters and documents drafted and drawn whether in response
 thereto or needed to prosecute the matter.
 - Such minimum charge shall be based on the aforementioned hourly tariff, on a pro rata basis so that:-
 - for draffing and drawing letters or documents or the perusing and considering letters and documents received and work done in regard thereto, a minimum of 6 minutes per page of each letter or document drafted and drawn shall be regarded as the minimum time spent on each letter or document, but where additional time has been spent beyond 6 minutes, such additional time shall be chargeable as well as in addition to the minimum of 6 minutes per letter or document drafted and drawn.
 - for perusing and considering documents or letters received, a minimum of 3 minutes per page of each letter or documents received and perused and considered shall be the minimum time spent on each letter or document received perused and considered, but where additional time has been spent beyond 3 minutes, such additional time shall be chargeable as well in addition to the minimum of 3 minutes per letter or document perused and considered.
- I/the Company confirm that:

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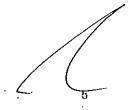


- 2.1 Disbursements will reasonably have to be incurred, and that lithe Company accept responsibility to pay such disbursements to the altorney on demand.
- 2.2 If the Company shall personally be responsible to pay in full all disbursements incurred by the altorney in respect of the fees of service providers such as advocates, experts and assessors who the attorney will be entitled to appoint in his sole discretion when he deems it necessary, as principal viz a viz such service providers;
- 2.3 Disbursements in respect of traveiling costs by motor vehicle will be recovered at the rate of R7,00 per kilometre (VAT excluded), which amount shall be adjusted when the price of diesel or petrol increases or decreases by more than 10% from date hereof.
- 2.4 The cost of making photostat copies will be recovered at the rate of R2,00 per page (VAT excluded) which amount shall also escalate annually on the same basis as is set out in paragraph 1.4 above;
- 2.5 All other disbursements shall be recovered on the basis of the actual amount thereof.

THE DIFFERENCE BETWEEN PARTY AND PARTY COSTS AND ATTORNEY AND OWN CLIENT COSTS AND THAT IN A SUCCESSFUL ACTION, THE SUCCESSFUL PARTY RECOVERS COSTS ACCORDING TO THE PARTY AND PARTY TARIFF, WHEREAS THE CLIENT HAS TO PAY HIS OWN ATTORNEY ON THE ATTORNEY AND OWN CLIENT BASIS (BEING THE CONTRACT CONCLUDED BETWEEN ME / THE COMPANY AND THE ATTORNEY IN THIS DOCUMENT)

- I/the Company confirm that the following shall apply in connection with the prosecution/defence of my/the Company's action in any competent court, namely:
 - 3.1 The attorney's fee for services rendered and disbursements incurred in connection therewith will not be based on the High Court or Magistrate's Court tariffs, or on the tariff in any other court, but will be higher and will be calculated on another basis, ie the time basis clearly set out herein.
 - 3.2 That I am/the Company is aware that I am/the Company is entitled to engage the services of another attorney who may levy fees in accordance with applicable tariffs, and therefore at a much cheaper rate than you will be charging me on a time basis, but I/the Company elect not to do so and we instruct you knowing clearly that your fees are higher than the tariffs or party and party costs.
 - 3,3 That I/the Company understand:-
 - that there is a difference between party and party costs on the one hand and attorney and own client costs on the other.

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- I/the Company understand that party and party costs are those, which, if I
 am/the Company is successful, I/the Company will be entitled to recover
 from the other party.
- and if I am/the Company is unsuccessful, I/the Company may be responsible to pay those costs to the successful party,
- whilst attorney and own client costs, are those as set out in paragraph 1 above, which I/the Company will have to pay to the attorney
- Irrespective of whether I am/the Company is successful or not, and irrespective of whether I am/the Company is able to recover party and party costs from any other party.
- If the Company have been especially warned that in any action, even if lithe Company is successful no estimate can be given, at any stage, of what percentage of costs might be recoverable from a losing party possibly not even thirty per cent and often less than this 30% ends up being recoverable.
- I/the Company understand that one of the reasons for the vast disparily/difference between party and party costs, and attorney and own client costs is the fallure of tariffs to be constantly updated to take account of inflation; and
- The failure of the authorities to adjust tariffs at regular intervals to allow for inflation at least has increased the gap between what a successful party could recover and what a successful party pays to its own Attorney in terms of this Agreement.
- 3.4. PARTY AND PARTY TARIFFS CAN BE MADE AVAILABLE TO ME / THE COMPANY SHOULD ITHE COMPANY REQUIRE THEM BUT ITHE COMPANY CONFIRM THAT THAT PARTY AND PARTY TARIFF IS COMPLETELY INAPPLICABLE TO MY CONTRACT WITH YOU, WHICH IS PURELY ON A TIME BASIS

I specifically record that I/the company have not prior to the signing hereof asked for a copy but that I can at any time hereafter make a written request for a copy, but I confirm my understanding that never mind what the party and party tariffs provides, my contract with you is to pay you on the said hourly basis and not on any other basis

INTERIM ACCOUNTS FOR SERVICES RENDERED

- 4. I/the Company understand that:
- 4.1 The alterney is entitled, but not obliged, to render me/the Company Interim



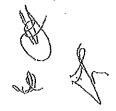
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accounts in respect of fees and disbursements and that at the conclusion of the matter the attorney will render me/the Company a final account;

- 4.2 All disbursements reflected in the account will, so far as possible, be accompanied by supporting documentation, (should I require same) and that in respect of fees, the attorney will set out a short cryptic description of the work done by him) and if necessary and if requested by me /the Company will be entitled to have the Attorney furnish me the/Company with the total of hours spent in the execution thereof;
- 4.3 Should I/the Company require the attorney to furnish me/the Company with a detailed specified account in respect of services rendered by him, and in the event of the total of such detailed specified account being higher than the total of the account as set out in paragraph 4.2 above, I/the Company accept responsibility to:
 - 4.3.1 pay such higher amount; and
 - 4.3.2 pay the costs incurred in the preparation and drafting of such specified detailed account, which may include the costs of a cost consultant which cost of a cost consultant is a percentage of the fees which could easily exceed 15%
- 4.4 If I/the Company do not object in writing to the account, or request a specified detailed account, within 30 (thirty) days of receipt of the account from the attorney, I/the Company will be deemed to have waived any right which I/the Company may have in respect thereof and that I/the Company will also then be deemed to have accepted the attorney's account as fair and reasonable.
- 6. 6.1 I/the Company agree to pay interest to the attorney at the prime overdraft rate levied by Standard Bank of SA Ltd plus 2% (two per centum) on any fees and disbursements from the date upon which the same becomes payable until date of payment;
 - 6.2 Whe Company confirm that I am /the Company is aware that the attorney may withdraw as my attorney for good cause, or in the event of my falling to pay any fees or disbursements in terms of this agreement. In this event the attorney shall be entitled to retain all documentation in his possession, whether prepared by him or not, until the full amount outstanding in respect of fees and disbursements together with interest is paid.
- 6. 6.1 Ifthe Company reserve to myself the right to withdraw from this undertaking and to terminate the mandate given in terms hereof by giving the attorney written notice of such withdrawal and termination within 7 (seven) days from date of signature hereof;
 - 6.2 Whe Company accept that the attorney, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by him in respect of services reasonably rendered during the period prior to the withdrawal of this

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mandate, which fees and disbursements shall be levied on the attorney and own client basis set out herein;

- 6.3 Whe Company confirm that should lithe Company not be able to pay any such fees or disbursements, the altorneys shall be entitled to retain the documents referred to in paragraph 5.2 above until such fees and disbursements have been paid.
- 7.1 I/the Company confirm that the attorney shall, from time to time, and at his
 discretion, be entitled to require me/the Company to pay a deposit to cover his
 fees and/or disbursements and that such deposit shall be payable on demand;

On signature hereof, lithe Company will pay the attorney an initial deposit of ${\sf R}$

7.2 Whe Company hereby authorise the attorney to receive any montes which may be payable to molithe Company, and to recover therefrom any fees and disbursements owing by melline Company, before any balance is paid out to

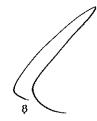
me/the Company,

 lithe Company accept that the attorney will furnish me/the Company with either regular reports relating to progress made by him in the execution of the Attorney's mandate in terms hereof or reports as and when required.

- Any amendments hereto or any additional agreements hereto must be reduced to writing and signed by the parties.
- 10. Address for Notices and Service of Legal Documents

 If the Company choose as the address to which notices may be addressed, and at which documents in legal proceedings may be served in connection with this agreement (to the domicilium citandi et executandi) the address set out below my name/the Company name at the start of this document.
- 11. This documents takes effect from the date when the first contact with the altorney was made prior to the signing hereof and not from the date hereof.
- 12. If the Company hereby confirm and accept that this mandate will not only relate to the claim against the Road Accident Fund, but will extend to any other work done by the Attorney on my behalf or any work done, at my request, for and on behalf of any company or close corporation unless a separate mandate and fee agreement has been signed for such other work.
- All the terms and conditions herein are subject to the Attorney finalising the matter, on the basis of NO WIN, NO FEE.

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Thus done and signed at Johannesburg on this the 14 day of September 261

AS WITNESSES:

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- Vie

THE ATTORNEY ACCEPTS THE MANDATE IN TERMS HEREOF.

Thus done and signed at Johannesburg on this the / If day of Carbon Comments.

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