IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO.

2015/32265

In the matter of :

POMBO, FILIPE MAURICIO MENDES — First Applicant

and

RONALD BOBROFF AND PARTNERS INC (Registration No.: 2001/021719/21) — First Respondent

BOBROFF RONALD (Identity No.: 470807 5082 08 5) — Second Respondent

BOBROFF DARREN RODNEY (Identity No.: 730302 5055 08 9) — Third Respondent

THE LAW SOCIETY OF THE NORTHERN PROVINCES — Fourth Respondent

THE SOUTH AFRICAN REVENUE SERVICES — Fifth Respondent

INDEX TO APPLICATION

Annexures

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO.

In the matter of:

POMBO, FILIPE MAURICIO MENDES	First Applicant
and	
RONALD BOBROFF AND PARTNERS INC (Registration No.: 2001/021719/21)	First Respondent
BOBROFF RONALD (Identity No.: 470807 5082 08 5)	Second Respondent
BOBROFF DARREN RODNEY (Identity No.: 730302 5055 08 9)	Third Respondent
THE LAW SOCIETY OF THE NORTHERN PROVINCES	Fourth Respondent
THE SOUTH AFRICAN REVENUE SERVICES	Fifth Respondent

NOTICE OF MOTION

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TAKE NOTICE THAT the above named applicant will make application, on a date to be determined by the Registrar of the above Honourable Court, for an order in the following terms:

1. That the "PERCENTAGE CONTINGENCY FEE AGREEMENT" ("Common Law Contingency Fee Agreement") entered into between the applicant and the first respondent, in respect of fees payable by the applicant to the first respondent in pursuance of the applicant's claim against the Road Accident Fund be declared invalid, void and of no force or effect;

2. That the first respondent be ordered to pay into the applicant's attorneys trust account the sum of **R 1 372 560.01** to be held in trust by them pending the taxation referred to in paragraph 3 and 4 below and to thereafter to pay such sum/s to the applicant and the first respondent as has been determined as being due to each of them.

3. That the first respondent be ordered to pay to the applicant the sum of R 53 061.72 being interest on the monies unlawfully deposited into the personal bank of the third respondent on 15 July 2009 and only repaid to the applicant on 15 November 2011.

4. That the first respondent is ordered to deliver to the applicant, within thirty (30) calendar days of this order, a fully itemized and detailed accounting in the form of a "Bill of Costs", supported where necessary by vouchers, reflecting the

reasonable fees and disbursements incurred by the first respondent in the action between the applicant and the Road Accident Fund and that the applicant is entitled to demand taxation thereof;

5. The respondent is ordered to pay the applicant interest at the rate of 15.5% per annum from 1 November 2009 to date of payment on the sum of R 1 372 560.01 less any amount due to the first respondent as determined on taxation;

6. That the respondent pays for the costs of this Application on the scale as between attorney and own-client.

7. That the second and third respondents are declared jointly and severally liable together with the first respondent, the one paying the others to be absolved;

8. That the matters arising from the contents of this Court file are referred to the Director of Public Prosecutions who is requested to investigate and thereafter to inform the Court within a period of thirty (30) days from the date of service of this order (together with a copy of all the papers filed of record), whether or not a criminal prosecution is indicated and whether or not the Director of Public Prosecutions intends to institute criminal proceedings against either the first, second or third respondent in this matter.

9. Such alternative relief as the above Honourable Court deems meet.

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TAKE NOTICE FURTHER THAT the attached affidavit of the applicant and annexures thereto will be used in support of this application.

FURTHER TAKE NOTICE THAT the applicant has appointed the offices of his attorneys of record, NORMAN BERGER AND PARTNERS INCORPORATED at the address mentioned below, at which he will accept service of all notice and process in these proceedings.

FURTHER TAKE NOTICE THAT if you intend to oppose the relief sought in this Notice of Motion, you are required:

(a) to give notice of your intention to oppose the relief sought in the Notice of Motion within 10 (ten) court days of service of this Application upon you;

(b) to deliver your answering affidavit, if any, within 15 (fifteen) days after delivery of the Notice of Intention to Oppose;

(c) to appoint in such notification as referred to in paragraph (a) above an address referred to in rule 6(5)(b) at which you will accept notice and service of all documents in these proceedings.

FURTHER TAKE NOTICE that if no Notice of Intention to Oppose the relief sought in this Notice of Motion is delivered within the time period, this Application will be enrolled for Hearing on the unopposed Roll on the first available date that the Registrar of this Honourable is able to allocate for that purpose.

KINDLY enrol the matter for hearing accordingly.

Dated at JOHANNESBURG on this the 10th day of September 2015.

(sgd) A MILLAR
NORMAN BERGER & PARTNERS INC
Attorneys for the Applicant
84-6th Avenue, cnr Louis Botha Avenue
Highlands North, JOHANNESBURG
P O Box 250 HIGHLANDS NORTH, 2037
Tel : (011) 786-3096 & Fax : (011) 786-3111
Ref : Mr Millar/su/961236

TO:

THE REGISTRAR OF THE ABOVE HONOURABLE COURT
JOHANNESBURG

AND TO:

RONALD BOBROFF & PARTNERS INC.
First Respondent
37 Ashford Road
ROSEBANK
Ref: Mr Darren Bobroff

SERVICE BY SHERIFF OF THE HIGH COURT

RONALD BOBROFF
Second Respondent
37 Ashford Road
ROSEBANK
Ref: Mr Ronald Bobroff

SERVICE BY SHERIFF OF THE

HIGH COURT

DARREN RODNEY BOBROFF
Third Respondent
37 Ashford Road
ROSEBANK
Ref: Mr Darren Bobroff

SERVICE BY SHERIFF OF THE

HIGH COURT

AND TO THE FOURTH RESPONDENT:
The Law Society of the Northern Provinces
Procforum Building,
123 Paul Kruger Street,
PRETORIA
Ref: The Director Mr M Grobler

A copy of the original received on this ______ day of September 2015.

2015 -09- 11

For: Fourth Respondent

AND TO THE FIFTH RESPONDENT:
The South African Revenue of Services
Mega Watt Park, Maxwell Drive
Sunninghill
JOHANNESBURG
Ref: Enforcement Department

A copy of the original received on this 11 day of September 2015.

For: Fifth Respondent

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IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO.

In the matter of :

POMBO, FILIPE MAURICIO MENDES	First Applicant
and	
RONALD BOBROFF AND PARTNERS INC (Registration No.: 2001/021719/21)	First Respondent
BOBROFF RONALD (Identity No.: 470807 5082 08 5)	Second Respondent
BOBROFF DARREN RODNEY (Identity No.: 730302 5055 08 9)	Third Respondent
THE LAW SOCIETY OF THE NORTHERN PROVINCES	Fourth Respondent
THE SOUTH AFRICAN REVENUE SERVICES	Fifth Respondent

FOUNDING AFFIDAVIT

I, the undersigned,

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FILIPE MAURICIO MENDES POMBO

do hereby make oath and say that:

THE APPLICANT

1. I am a major male, presently self employed, born on 22 September 1964 and residing at 274 Merano Crescent, Kyalami Estate, Midrand, Gauteng and I am the applicant in the present matter.

2. The facts herein contained are within my own personal knowledge and are to the best of my belief both true and correct.

THE RESPONDENTS

3. The first respondent is Ronald Bobroff and Partners Incorporated, a juristic person registered and incorporated according to the company laws of the Republic of South Africa with company registration number 2001/021719/21 and having its principal place of business at 37 Ashford Road, Rosebank, Johannesburg, Gauteng and carrying on business as a firm of attorneys accepting instructions to deal with, inter alia, personal injury claims arising out of motor vehicle accidents.

4. The first respondent represented and held itself out to be at all material times hereto as:

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"A serious and substantial law firm

This premier medico-legal Practice was established in 1974 and has grown to become the oldest and ***largest specialist Plaintiff Personal Injury and Medical Negligence Practice*** *in South Africa . Its founder, Ronald Bobroff , is/was President of the Law Society and chairman of numerous local and provincial law councils. The Practice incorporates a significant number of the most innovative, creative and productive lawyers currently to be found in South Africa.*

5. The first respondent is an incorporated legal practice as contemplated in terms of s 23 (1) of the Attorneys Act 53 of 1979 (the Attorneys Act).

6. The second respondent is Ronald Bobroff, a major male attorney born on 7 August 1947 with South African identity number: 470807 5082 08 5 and carrying on practice as a Director of the first respondent at 37 Ashford Road, Rosebank, Johannesburg.

7. The third respondent is Darren Rodney Bobroff, a major male attorney born on 2 March 1973 with South African identity number: 730302 5055 08 9 and carrying on practice as a Director of the first respondent at 37 Ashford Road, Rosebank, Johannesburg.

8. The second and third respondents were at all material times and in particular at the time of the settlement of the case against the Road Accident Fund on

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24 August 2009 all Directors and shareholders of the first respondent.

9. The second and third respondents are by virtue of their appointment as Directors also shareholders of the first respondent and in terms of the provisions of s 23 (1) (a) and s 23 (2) of the Attorneys Act jointly and severally liable with the first respondent for any liability that this Honourable Court may find that the first respondent has to the applicant.

10. The fourth respondent is the Law Society of the Northern Provinces ("*LSNP*") having its place of business at Procforum Building, 123 Paul Kruger Street, Pretoria.

11. The fourth respondent is cited in these proceedings as the governing body responsible for the professional conduct of Attorneys, Notaries and Conveyancers within the area of jurisdiction of this Honourable Court.

12. The fourth respondent is presently subject to an order of court in the case of *Graham v Law Society 2014 (4) SA 229 (GP)* requiring it to conduct *inter alia* disciplinary proceedings and an inspection of the books of account and records of the first respondent. The fourth respondent has not despite the passage of sixteen months since the granting of the order complied with that part relating to the disciplinary proceedings and the inspection.

13. The applicant does not seek any relief against the fourth respondent.

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14. The fifth respondent is the South African Revenue Services ("SARS") having its place of business within the jurisdiction of this Honourable Court at Mega Watt Park, Maxwell Drive, Sunninghill Johannesburg.

15. The fifth respondent is cited herein as the responsible organ of state for the collection of *inter alia* income tax and value added tax. For the reasons set out hereunder, the first, second and third respondents have evaded the payment of taxes lawfully due by them and the fifth respondent by virtue of this has an interest in being cited in these proceedings.

16. The applicant does not seek any relief against the fifth respondent.

<u>BACKGROUND – THE MOTOR VEHICLE ACCIDENT AND THE MANDATE GIVEN TO THE FIRST RESPONDENT</u>

13. The relief sought in this Application and the involvement of first to third respondents (referred hearing as the "respondents"), arises out of an agreement entered into by myself and first respondent pursuant to instructions given to them for the institution and prosecution of an action for damages for personal injuries suffered by me in a motor vehicle collision.

14. After the collision my wife Odette was approached at the Netcare Sunninghill Hospital by the third respondent, Darren Rodney Bobroff, who informed her that the first respondent were prepared to act on my behalf in a claim for damages against the Road Accident Fund. The instructions were

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subsequently given by me on 3 February 2005.

15. I signed various documents, one of which was a "Percentage Contingency Fee Agreement" a copy of which is annexed hereto marked "**FP1A**".

16. The first respondent attended to my case, I was notified of various medico-legal appointments which I was requested to attend and which I duly attended.

17. My case against the Road Accident Fund was set down for hearing in the Johannesburg High Court.

18. I attended at court in Johannesburg and the case was settled for:-

18.1 R 3 637 217.89;

18.2 an Undertaking in terms of S 17(4)(a) for future medical and hospital expenses and;

18.3 party and party costs

I was not told how this figure for the capital was made up. I was told that the Road Accident Fund made the offer as a lump sum and no breakdown was furnished.

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19. I received various payments from the first respondent after the settlement and on or about 30 October 2008 a payment of R 2 024 315.02 was made by the first respondent to the F Pombo Trust. This, I believed, was the final payment.

20. After the payment into the trust, Darren Rodney Bobroff had maintained intermittent contact with me and had arranged for me to do carpentry work at both his home and at the offices of the first respondent.

21. During November 2011 my wife and I were contacted by Darren Rodney Bobroff and asked to come to the first respondent's office to consult. We went to the consultation.

22. We were told during the consultation by Ronald Bobroff (Darren Rodney Bobroff was present that theirs was a family business and that they drew money from the firm's account often and that this was why the fact that the balance of the money due to me and which had been mistakenly deposited by the bookkeeper into another account had not been picked up for such a long time.

23. They tendered the payment immediately and paid by EFT the sum of R 142 660.90 into my bank account as appears from "**FP1B**".

24. While I was appreciative of the additional payment, I did find it strange that it was only uncovered 3 years later even though I know that companies have

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annual audits.

25. Even at that stage I did not and have never received any statement of account setting out what the fees of the first respondent were the costs of the various doctors that I saw, or even what was paid by the Road Accident Fund towards the costs of the case.

26. The first time that I saw any form of accounting was when the report of Ms Christy De Beer, a former bookkeeper of the first respondent was brought to my attention on Saturday, 29 August 2015.

27. I deal with the circumstances under which this report and its annexures were brought to my attention more fully hereunder.

CARTE BLANCHE TELEVISION PROGRAM

28. On the evening on 22 March 2015 and at 19h00 Mnet channel 101 aired the weekly Carte Blanche program.

29. This program is South Africa's premier magazine and actuality program.

30. During the program an insert was aired relating to the first respondent and its billing practices. I was particularly interested in the insert because I had been a client of the first respondent.

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31. Until I watched that insert I was unaware of the fact that the first respondent's billing of me had been on the basis of an illegal and invalid contingency fee agreement.

32. I was particularly concerned to learn that the law governing how attorneys could charge their client's percentage fees, The Contingency Fees Act 66 of 1997, had been the law for a number of years before my accident and that despite this, the first respondent had still presented me with and billed me in accordance with a fee agreement that was illegal.

33. I was surprised to learn that there had been a number of recent court cases and a judgment of the Constitutional Court on this issue.

34. The statement at the end of the insert by the second respondent, Ronald Bobroff, in response to a question put to him by Ms Devi Sankaree Govender, that he saw no need to advise any of the first respondents previous clients that had been illegally billed of this, made it clear to me that I could and should not have relied on the first respondent to properly advise me and to act, not in its own best interest, but in my best interest as its client.

35. Notwithstanding the program, given the length of time that had passed since my case had been settled, I was not aware of the fact that I could take any action to demand a proper accounting and refund of anything that may be due to me from the first respondent.

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CIRCUMSTANCES LEADING TO MY SEEING THE REPORT OF CHRISTY DE BEER FOR THE FIRST TIME

36. On Wednesday, 26 August 2015, I was telephoned by Mr Anthony Kilroy Beamish ("Tony Beamish") who introduced himself to me as an activist investigative journalist.

37. He informed me that he had been trying to locate me for some time but had only that day been able to trace me. He informed me that a person of conscience who was "friends" with Darren Rodney Bobroff on the social media platform Facebook had informed him that Darren Rodney Bobroff had sent me a friend request and that through that request he had been able to trace me.

38. He informed me that prior to the airing of the Carte Blanche Program, a request had been made to Ronald Bobroff to ascertain from me whether I was prepared to be contacted. Ronald Bobroff had responded by saying that he had discussed the matter with me and that I was not interested in being contacted.

39. It is untrue that Ronald Bobroff ever informed me that anyone wanted to contact me or that I was not interested in being contacted.

40. Tony Beamish arranged to meet me at my home and then showed me the

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report of Christy De Beer.

41. The report of Christy De Beer (which she has confirmed on oath as set out in "**FP2**") and its annexures are attached hereto as follows:-

41.1 the report as annexure "**FP3**";

41.2 the law plan printout relating to my case as annexure "**FP4**";

41.3 the draft final account as annexure "**FP5**";

41.4 the schedule of Legal Billing as annexure "**FP6**";

41.5 a copy of cheque 114499 (both sides) as annexure "**FP7**";

41.6 a copy of a telefax from the Standard Bank enclosing cheque 115905 (both sides) as annexure "**FP8**";

41.7 a copy of an email from the Standard Bank to Christy De Beer as annexure "**FP9**" and;

41.8 a copy of cheque 113167 (both sides) as annexure "**FP10**"

42. The contents of the report of Christy De Beer are astonishing having regard to the fact that the second and third respondents are senior attorneys.

<u>THE "ERROR" OF DARREN RODNEY BOBROFF</u>

43. I was never told that the so called error on my account was as a result of Darren Rodney Bobroff depositing a cheque made out to me into his personal bank account.

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44. The fact that he deposited the cheque made out to me into his personal bank account and thereafter paid that money to me during November 2011 makes it clear to me that he intended to and in fact unlawfully misappropriated money that was due to me.

45. I believe that the only reason that Darren Rodney Bobroff subsequently paid back the money that he stole was because he realised that this was likely to be eventually discovered.

46. Even though the report of Christy De Beer was put into the public domain when it was attached to the court papers in the Graham case and even though is showed that what Ronald Bobroff had told me was untrue, neither he nor Darren Rodney Bobroff ever contacted me to tell me about the report or to explain why their bookkeeper who they had told me had made a mistake, had in fact uncovered a most serious irregularity on my account.

THE "REFERRAL FEE"

47. My wife was approached by Darren Rodney Bobroff while she was sitting in the reception of the Netcare Sunninghill Hospital with my brother.

48. Neither my wife nor I know anyone by the name of J Kingsbury or under what circumstances an attorney would ever pay a referral fee of R 371 281.12 as set out in annexure "**FP10**".

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49. Annexure "**FP10**" is an uncrossed bearer cheque which bears a signature that is remarkably similar to the signature on the cheque "**FP8**" which was made out to me and deposited by Darren Rodney Bobroff into his personal bank account.

50. Having regard to the similarity in the signatures and the fact both cheques are uncrossed and are bearer cheques, the ineluctable inference to be drawn is that Darren Rodney Bobroff deposited not only the cheque made out to me into his personal account but also the cheque made out to J Kingsbury.

51. It beggars belief that the Law Society which is meant to protect members of the public, was aware of all of this at the end of 2012 when the court papers were served in the Graham case (on 25 October 2012 as set out in annexure "**FP11**" hereto) and yet has failed to ever contact me or to conduct any investigation into my matter notwithstanding the obvious irregularities that the report of Christy De Beer highlighted.

52. The fact that the report of Christy De Beer was addressed to the auditor of the firm and that nothing would appear to have ever been done about it should I believe, in itself, given the irregularities set out therein, have prompted immediate and decisive action on the part of the Law Society.

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53. Unfortunately the Law Society has not discharged its obligation to protect a member of the public who has fallen victim to the first respondents billing practices. In particular the Law Society has failed not only to protect me but to even notify me when it knew that I was a victim of the first respondent. Were it not for Carte Blanche and Tony Beamish I would probably never have discovered that I was overreached by the first respondent.

THE RESPONDENTS FAILURE TO ACCOUNT

54. It is the obligation and duty of every attorney to properly account to his client. The Rules of the Law Society and in particular Rule 68.7 impose an obligation on an attorney to provide his client with such an accounting.

55. The Rule states as follows:-

> *"68.7 Every firm shall within a reasonable time after the performance or earlier termination of any mandate account to its client in writing. Each account shall contain-*
>
> *68.7.1 details of all amounts received by it in connection with the matter concerned, approximately explained;*
>
> *68.7.2 particulars of all disbursements and other payments made by it in connection with the matter;*
>
> *68.7.3 fees and other charges charged to or raised against the client and, where any fee represents an agreed fee, a*

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statement that such fee was agreed upon and the amount so agreed;

68.7.4 the amount due to or by the client;

and the firm shall retain a copy of each such account for not less than five years."

56. No account was ever furnished to me by the first respondent. The only document that I have ever seen which purports to be an account is annexure "**FP5**", the annexure to Christy De Beer's report. This was only seen by me for the first time when it was shown to me by Tony Beamish.

57. Having regard to the ledger "**FP4**":

57.1 the total capital received was R 4 031 789.49 (an interim payment of R 394 571.60 and a final payment of R 3 637 217.89);

57.2 the total contribution to costs was R 223 961.48 (a first payment of R 126 510.98 and a second payment of R 97 450.50).

57.3 the total interest earned on investments made by the first respondents R 33 520.34.

58. The total money received by the first respondent, having regard to paragraphs 56.1 to 56.3 above was **R 4 289 271.31**.

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59. Having regard to the total received by the first respondent:-

59.1 I received payments totalling R 2 513 670.68 – 58.6% of the total;

59.2 Total disbursements excluding J Kingsbury were R 269 441.98 - 6.29%;

59.3 first respondent's fees, VAT and J Kingsbury – R 1 372 560.01 – 32%.

60. Of the total amount of money received, the total accounted for as per paragraphs 58.1 to 58.3 is 58.6% + 6.29% + 32% = 96.89%.

61. The balance on the account and in respect of which Darren Rodney Bobroff gave instructions to Christy De Beer in the sum of R 133 599.04 accounts for the remaining 3.12%.

62. Having regard to the additional R 142 660.90 which was paid to me on 15 November 2011, this means that the effective amount received by me from my case is 58.6% (paragraph 59.1) + 3.12% (paragraph 61) = R 61.72%.

63. The additional R 9 061.86 that was paid to me was presumably towards interest. In fact the interest that was due to me was R 133 599.04 x 15.5% x 3 years = R 62 123.58. There is accordingly a difference of R 53 061.72

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which is due and which is to be paid by the first respondent.

64. Of the total costs received in the sum of R 223 961.48, the amount actually recovered for disbursements per the schedules of Legal Billing Systems "**FP6**" was R 86 496.40 + R 64 248.46 = R 150 744.86.

65. The difference between the costs recovered and the disbursements recovered is R 73 216.62 (R 223 961.48 – R 150 744.86 = R 73 216.62).

66. The R 73 216.62 difference represents the party and party costs paid by the Road Accident Fund towards my case.

67. The actual fee charges of the first respondent as set out in paragraph 61.3 above are **18.75 times more** than the party and party costs.

68. I submit that if the first respondent is to tax an attorney and client Bill of Costs, such Bill of Costs will come to something substantially less representing a fraction of what was actually charged to me.

69. I believe that there will be a substantial sum of money that the respondents will have to repay to me.

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THE ILLEGALITY OF THE COMMON LAW CONTINGENCY FEE AGREEMENT "FP1"

70. It is now trite law that so called common law contingency fee agreements such as "**FP1A**" which was entered into by the first respondent with me, are illegal, invalid and unenforceable.

71. "**FP1A**" neither purports nor does it comply in any manner with the peremptory requirements of S 2(1)(b) read together with S 2(2) and S 3(3) of the Contingency Fees Act 66 of 1997.

72. Full legal argument will if it is necessary to do so be presented to the court at the hearing of this application on this aspect.

AVAILABILITY OF RECORDS

73. Having regard to the Provisions of Section 24 of the Companies Act 71 of 2008, the first respondent was obliged to keep its accounting records for a period of at least 7 years from the date of the last entry in those records.

74. I was paid my final and only payment on 15 November 2011. Having regard to the fact that the first respondent's financial year end is 30 September (as per the CIPRO printout annexed hereto marked **"FP12")** the very soonest that the 7 year period would have commenced running

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would have been on 1 October 2012 and the 7 year period will only expire on 30 September 2019.

75. Even if the first respondent were to argue that the 7 year period started to run after the payment to the trust in October 2008, then in that event the period would have begun to run on 1 October 2009 and would expire on 30 September 2016.

76. It is highly unlikely that the first respondent in any event disposed of any of its accounting records or any other documentation to date having regard to the fact that the court in the case of *Graham v Law Society 2014 (4) SA 229 (GP)* had ordered the Law Society in March 2014 to inter alia inspect the accounting books and records of the first respondent.

77. That litigation was subject to an appeal to the Constitutional Court by the first respondent, which was dismissed at the beginning of November 2014 and thereafter the Law Society sent auditors to the offices of the first respondent to conduct the Court ordered inspection – this is a matter of public record having been reported on in the media.

78. The original accounting records which I believe are available will be of assistance in determining what if anything transpired in my file after 16 July 2009 when Christy de Beer prepared her report. In this regard, the accounting records will specifically assist in determining when Darren

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Rodney Bobroff paid back the money that was due to me, into the first respondent's trust account.

79. The accounting records will also assist in determining what if anything was done by the first respondent's auditors in response to Christy de Beers report.

DRAWING AND TAXATION OF AN ATTORNEY AND CLIENT BILL OF COSTS

80. Without the specific files, the only way in which an attorney and client bill of costs can be drawn is by utilising the detailed description of the work done by the first respondent for me and the time spent thereon as set out in the party and party Bills of Costs which were submitted to the Road Accident Fund. I believe that the Road Accident Fund retains its records indefinitely and in the circumstances there should be no difficulty in obtaining copies of those Bills of Costs in order to give effect to the orders sought in this application.

81. It is a relatively simple process for the first respondent to insert the amounts that would have been applicable, having regard to the tariff that would have been allowed by the taxing master at the time, from 2006 to 2009 next to the individual items and in so doing prepare a bill of costs which can be taxed by the Taxing Master of this Honourable Court in order to assess the reasonable attorney and client costs that I should have been charged.

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82. I submit that having regard to what is set out above, that I have indeed been overreached and that once the first respondent's bill of costs has been taxed, the extent of such overreaching can be determined.

COSTS

83. The first respondent claims specialist expertise in major personal injury claims and on this basis seeks to justify the high fees that it charges.

84. Having regard to the judgments granted by the court against the first respondent on this very issue of illegal fee agreements and overreaching, the only reasonable inference to be drawn is that the first respondent's only interest in representing me was not in order to ensure that I was paid a fair and reasonable compensation but rather to have an opportunity to appropriate money for fees that were neither earned nor justified.

85. I have been compelled to bring these proceedings because the first respondent has failed to act in my best interests as its client. It chose to rather act in its own financial interest in circumstances where it knew better in that:

    85.1 its directors, and in particular Ronald Bobroff, a member of the council of the Law Society and former president was and is a senior attorney of more than 40 years standing; and

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85.2 the first respondent was a direct party in litigation relating to the legality of attorneys contingency fee agreements or otherwise and in particular the first respondents own fee agreements;

85.3 Ronald Bobroff has stated on national television in the Carte Blanche program on 22 March 2015 that the first respondent saw nothing wrong with what it had done and had no intention of notifying its former clients of their right to redress;

85.4 It is an aggravating factor that the third respondent, as an officer of this court, after having been caught misappropriating money belonging to me, then together with the second respondent concealed such misappropriation for years, only making restitution when the prospect of the misappropriation being discovered was a real one.

85.5 This court will consider the continued concealment from me of what had happened even after the restitution as a further aggravating factor.

86. For the reasons above, I submit that this Honourable Court should show its displeasure at the wilful and deliberate conduct of the first, second and third respondents by making a punitive order for costs on the scale as between attorney and own client.

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87. I submit that the second and third respondents, having regard to their respective roles in the misappropriation of my funds and its concealment for years should have their conduct referred to the National Director of Public Prosecutions for investigation and consideration for the institution of criminal proceedings.

88. I submit further that this Honourable Court should find that the second and third respondents are not fit and proper persons to continue enjoying the privilege of practicing as attorneys of this Honourable Court and should order the Law Society of the Northern Provinces to immediately investigate and take such steps as may be necessary in order to protect the public and the reputation of this court.

CONFIRMATORY AFFIDAVITS

89. I annex hereto as "**FP13**" and "**FP14**" respectively, confirmatory affidavits by my wife Mrs Odette Pombo and by Mr Anthony Kilroy Beamish.

WHEREFORE I pray for an order as set out in the notice of motion to which this Affidavit is attached.

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I certify that the deponent acknowledged that the deponent knows and understands the contents of the above declaration, that I duly administered the oath as prescribed by Regulation No R.1258 of 21 July 1972, and that thereafter the deponent in my presence signed on the declaration at KYALAMI on this the 10th day of September 2015.

COMMISSIONER OF OATHS

Full Name: **NONTOKOZO KONA**
Full street address: Practising Attorney
Commissioner of Oaths
4th Floor, Mable Towers, 208-212,
Capacity: Jeppe Street, Johannesburg, R.S.A.
Tel: 011 333 2453 / 54

N.K.

"FPA"

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File No. 9081

31

PERCENTAGE CONTINGENCY FEE AGREEMENT

Entered into by and between :

RONALD BOBROFF & PARTNERS INC.

AND

F. Pereko

You have requested us to enter into a contingency percentage fee agreement with you with respect to your personal injury claim. We are prepared to do so on the following basis:

1. We will retain in respect of our fees irrespective of the amount of work done in your matter, 30% plus VAT of any monies recovered on your behalf. We shall pay/incur all disbursements incurred in your matter as charged to us by any persons who have rendered any service in respect of your claim as well as any disbursements with respect to our practice and which will include but not be limited to faxes, photocopying, telephone charges, courier services, transport and travelling costs, photographs and any other consumable or service reasonably required with respect to the prosecution of your claim.
2. All disbursements incurred will bear interest at the prime overdraft rate charged by the Standard Bank of South Africa limited from time to time plus an additional 3% thereon. This interest will accrue from the date the disbursement is incurred. If you the client pay for the disbursements as and when they are incurred no interest will be levied.
3. We will recover any party and party costs (those fees and disbursements for which the defendant might be required to pay) which might be received from the Defendant and we have explained to you that a very limited recovery is usually made. The amount recovered will be paid to you in addition to the nett residue which remains out of the funds recovered on your behalf and after our fee of 30% of the success result plus VAT thereon as well as all disbursements have been paid. For illustrative purposes the accounting would be as follows :-
   - 3.1 Damages recovered in cash and kind R100 000.00 less 30% fee (R30 000.00), less 14% VAT (R4 200.00), minus disbursements incurred of R12 500.00 = nett residue of R53 300.00. Party and party fees and disbursements recovered eg. R17 000.00. This amount added to the net residue of R53 300.00 = R70 300.00 total net payout to you. If we have been requested by you to issue any undertakings to medical aids, service providers or any creditors the amounts due by us in terms of the undertakings will also be deducted from any residue due to you before payment to you of any monies whatsoever.
4. In the event of:
   - 4.1 Your terminating our mandate at any time for any reason; or
   - 4.2 Any Court or professional body or any other authorised person or body not recognising this contingency percentage agreement;
   - 4.3 Your conducting yourself in such a manner with respect to our handling of your claim as to render it untenable or impossible for us to reasonably carry on representing you. Then and in that event, we shall have the option of electing to have

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our fees calculated in accordance with our Attorney and client fee mandate/(s) signed by you in terms of which our fees are based on a rate per hour in terms of time spent.

5. We undertake your instructions on a contingency basis i.e. No win no fee subject to:

   5.1 Your making full and complete disclosure of any facts or circumstances material to your claim including your medical history and employment records etc.;

   5.2 Your following our reasonable recommendations with respect to the handling and settlement of your claim;

   5.3 Our mandate not being terminated at any time.

6. 6.1 In the event of conditions 4 or 5 coming into force, you will be liable for our fees and disbursements in terms of our Attorney and client fee agreement/(s) with you and any contingency provisions will fall away.

   6.2 Insofar as you may dispute our declining to represent you further on the basis of your having breached conditions 4 or 5 above, you are entitled on written request to us by registered mail to request that the dispute be referred for determination to the Chairperson of the MVA Standing Committee of the Law Society of South Africa.

   6.3 To the extent that the successful result obtained in my matter includes an Undertaking by the Defendant to provide future medical or other services including prosthesis or modifications to vehicles or dwellings or caregivers etc. you shall be entitled to either levy the agreed percentage contingency fee on the capitalised value of all benefits to be furnished in terms of the Undertaking or in your sole discretion to charge me for all time expended by your office and yourself with respect to all work done relating to the quantification, proof, recovery or any other benefit of the services or goods to be provided in terms of the Undertaking.

7. You specifically waive and abandon any right of action against my attorneys or any member of their staff with respect to any damages I may suffer as a result of any intentional or negligent act or omission which may occur in the conduct of any work on my behalf; to the extent that the amount of such claim/(s) cumulatively exceeds the insurance benefits in force with respect to the practice either at the time the negligence took place or at the time the claim is instituted; whichever is the lesser. In plain English it means that if anyone in your practice is in anyway negligent and as a result of that I suffer a loss, I will receive at no insurance cost to me the benefit of whatever Professional Indemnity Insurance the practice has in force and is available to satisfy claims at the time my claim is made by way of summons being served.

8. This contingency agreement will also be subject to the ethical rules and guidelines of the Law Society of the Northern Provinces.

Signed at JOHANNESBURG on this the 3 day of February 2005.

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AS WITNESSES :

1. ____________________

2. ____________________

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Standard Bank "FP18" 33

003370461

BRAAMFONTEIN
PO BOX 62325
MARSHALLTOWN 2107

BRAAMFONTEIN
76 JORRISEN ST
BRAAMFONTEIN
GAUTENG
2001

BRAAMFONTEIN
PO BOX 62325
MARSHALLTOWN
GAUTENG
2107

Prestige Banking: 0860 001 321

e-mail: prestige@standardbank.co.za

17 November 2011
289664468

MR F M M POMBO
PO BOX 274
KYALAMI ESTATES
1684

BRAAMFONTEIN 4805
MONTHLY MAIL

Statement No 138
VAT Reg. No.

Statement Frequency MONTHLY
Statement from 18 October 2011 to 17 November 2011

BANK STATEMENT / TAX INVOICE

PRESTIGE PLUS CURRENT ACCOUNT

Account Number 00 337 046 1

Details	Service Fee	Debits	Credits	Date	Balance	Entry Ref
BALANCE BROUGHT FORWARD					10.966,09	
IB PAYMENT FROM WHITTAKER			1.850,00	11 02	12.816,09	000000083
IB PAYMENT TO DEZIGN-A-DOOR 460953846		8.500,00-		11 02	4.316,09	000000083
INSURANCE PREMIUM 9995 OUTSURANCE OT8509635/83		1.760,24-		11 02	2.555,85	025065587
CREDIT TRANSFER 9383 TONY WALKER 10481			1.100,00	11 09	3.655,85	019600587
AUTOBANK CASH WITHDRAWAL AT CRAMERVIEW VIL 13H45 460953846		1.000,00-		11 09	2.655,85	000000083
CREDIT TRANSFER 9062 ABSA BANK G WILLIAMS			20.000,00	11 10	22.655,85	063200587
GARAGE CARD PURCHASE 9794 SB AUTOPAY 2250504460389723		207,46-		11 10	22.448,39	000020587
CREDIT TRANSFER 9447 ABSA BANK G WILLIAMS			10.000,00	11 14	32.448,39	063200587
CREDIT TRANSFER 9841 RBP INC			142.660,90	11 15	175.109,29	045010587

** These fees are inclusive of VAT at 14,00%

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

N.k

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"FP2"

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO.

In the matter of :

POMBO, FILIPE MAURICIO MENDES	First Applicant
and	
RONALD BOBROFF AND PARTNERS INC (Registration No.: 2001/021719/21)	First Respondent
BOBROFF RONALD (Identity No.: 470807 5082 08 5)	Second Respondent
BOBROFF DARREN RODNEY (Identity No.: 730302 5055 08 9)	Third Respondent
THE LAW SOCIETY OF THE NORTHERN PROVINCES	Fourth Respondent
THE SOUTH AFRICAN REVENUE SERVICES	Fifth Respondent

Nik GB.

CONFIRMATORY AFFIDAVIT

I, the undersigned,

CHRISTY DE BEER

do hereby make oath and say that:

1. I am a major female senior bookkeeper.

2. The facts herein contained are within my own personal knowledge and are to the best of my belief both true and correct.

3. I was formerly and in particular during the period 1 April 2009 upto and including 16 July 2009 employed as a senior bookkeeper at Ronald Bobroff & Partners Inc. 37 Ashford Road, Rosebank, Johannesburg.

4. I confirm that I am the author of the attached Report marked "**FP3**".

5. I confirm that the contents thereof correctly record my findings and the documents I had regard to in my investigation of the file of F Pombo who was a client of Ronald Bobroff & Partners.

N.K. CB.

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6. I confirm that the report correctly records the content of my discussion with Ronald Bobroff on 15 July 2009.

CdeBeer.

I certify that the deponent acknowledged that the deponent knows and understands the contents of the above declaration, that I duly administered the oath as prescribed by Regulation No R.1258 of 21 July 1972, and that thereafter the deponent in my presence signed on the declaration at SANDTON on this the 4th day of September 2015.

COMMISSIONER OF OATHS

Full Name:
Full street address:

Capacity:

ROBERT JANUARY
COMMISSIONER OF OATHS/EX OFFICIO
PRACTISING ATTORNEY
GLYN MARAIS, 2ND FLOOR, THE PLACE
1 SANDTON DRIVE, SANDTON
TEL: 011 286 3700 FAX: 011 286 3300

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"FP3" 37

STATEMENT TO MR. ANDRE VAN DER MERWE

ANDRE VAN DER MERWE AND ASSOCIATES
Chartered Accountants (S.A.)
Registered Accountants and Auditors
Practice No: 929557 E
PR – 48755 BF

By Hand

RE: SUSPICIOUS TRANSACTIONS AT RONALD BOBROFF & PARTNERS INC.

DATE: 16/07/2009

I am the senior bookkeeper and started as an employee at Ronald Bobroff and Partners Inc. on the 1st of April 2009.

I am suspicious about some transactions and will state my findings in this letter and trust that you will do the necessary.

I will use one file, Mr. F Pombo (ref: 9081) as an example.

The file was brought to me by Mr. Darren R Bobroff to check the draft final account. This entails that I check that all the experts have been paid, according to what was recovered on the taxed bill drawn up by our cost consultants. I also have to calculate the disbursements according to our LawPlan accounting system ledger printout.

I checked the totals received from the RAF and it matched the totals on the draft account. Total Capital equalled R4,031,789.49 and the Costs equalled R223,961.48.

Some of the funds, R2,500,000.00 were invested on behalf of the client in a Section 78(2A) investment account at Investec Bank, account number being (1100-431751-500). There were 3 withdrawals, the first being R220 000.00, second R2,228,926.60 and the closure of the investment resulted in R84,593.74 being deposited into the Ronald Bobroff & Partners Inc. Trust Account.

I made notes on my amendment that the funds available from the closure of the investment were due to the client.

The overall surplus on the file at date of checking (02/07/2009) was R133 599.04.

I attach the LawPlan print-out, the draft final account that I checked, the taxed bill and my notes to the amendment for your perusal.

On the 3rd of July 2009, Mr. Darren R Bobroff came to me in the afternoon and requested that we issue a chq to Mr. F Pombo for the amount of R133 599.04 (Business chq number 114499). He said that it must be a cash cheque and that I shouldn't cross "or Bearer/of Toonder". I followed his instruction. I gave the cheque to him after receiving the Business Cheque Requisition. He took the cheque to Mr. Ronald Bobroff who signed it.

N.K CB

Please note that these were Trust Funds, when you capture any business debit on our accounting system it will result in a Trust Transfer – in other words taking the money from the Trust account and refunding the Business account.

I was suspicious on previous occasions but this one stood out, because the funds were invested in the client's name.

The cheque was not presented at the bank and returned to me on the 9th of July 2009. Mr. Darren R Bobroff requested me to cancel this cheque and rather split the funds. He requested a R18,000.00 Trust Cheque and the balance R115,599.04 as a cash cheque (number 115905) again with the instruction not to the cross "or Bearer/of Toonder". Both cheques were requested in Mr. F Pombo's name. The Business Cheque was presented at Standard Bank, Rosebank on the same day.

I thought that this couldn't be right. Both Mr. Ronald Bobroff and Mr. Steve Bezuidenhout were out of office that day, being the 9th of July 2009. I confronted Darren about this and he admitted to forging Mr. Ronald Bobroff's signature.

I did an enquiry at the Standard Bank Customer Care, to first send me a copy of the front and back of the cheque. When I received the copy on the 14th of July I noticed that the signature at the back of the cheque didn't match the client signature.

I did a further enquiry and requested from Standard Bank the details of the person whose account was credited. I told them that I was suspicious of the transaction and even said to them that if they can't tell me whose account was credited that they at least tell me whether the beneficiary Mr. F Pombo's account were credited.

On the 15th of July, Ms Maria Radebe phoned me to confirm that the funds were not credited to Mr. F Pombo's account. It was deposited into Mr. D Bobroff's account.

I asked her to send me the details via e-mail. Please find a copy of this e-mail attached. She also told me in her e-mail to phone our bank manager, Mr. Gordon Millar.

While I was on the phone with Ms Maria Radebe, Pippa Farraj was in my office and she saw the notes I made on the copy of the cheque. She requested the file and was not happy about the findings. She said that we must inform Mr. Bezuidenhout.

We spoke to Mr. Bezuidenhout and he said that he was unaware of the transaction as he was not here and will contact Mr. Bobroff during lunchtime.

Mr. Gordon Millar phone me and said that he has spoken to Mr. Ronald Bobroff and everything is above board and that he is aware of this cheque.

Later that afternoon Mr. Bobroff phoned me and tried to explain what had happened.

N.K GB.

Herewith my statement to the conversation between Mr. R Bobroff and myself on the 15th of July 2009:

Mr. Ronald Bobroff told me that I don't have to worry "this is something that all three of us do from time to time", "maybe once or twice a year for some holiday money".

I told him that I was not happy about these types of transactions and that I refuse to issue any more cash cheques from client's files.

He tried to justify it by saying that they would increase the fee on the final account and state the correct amount that was paid to the client – this will be a "fictitious entry". On our books it will show that the money was given to the client.

I said to him that it was not right and it goes against everything I stand for and my morals will not allow me to accept this.

He said that he knows it's wrong and that I "should think about another way of doing it". My reply on this was that I won't and that I don't want anything to do with it.

He tried to explain himself for almost an hour, between 14:00 and 15:00.

I eventually said to him that I could never understand why people who practice Law do these types of things and that it upsets me very much and that I haven't been sleeping well for almost two weeks.

He said that I "must not worry about it" and that I "must forget about it".

He said that he was very impressed that I picked it up and that I was doing my job, but upset that I involved Ms. Farraj. I told him that she was in my office when I received the call from the bank and that she saw me making my notes. She also looked through the file.

He asked me if anybody else knows about it and that the Senior Bookkeeper always knows about everything but we shouldn't disclose this information to anyone. He said that I've "put them in a difficult situation with Pippa". He asked if she knew about any other cheques and I said "No". I also told him that nobody else knows, but in fact my other bookkeeper colleague, Ms. Natascha da Costa knows about everything, she in any event had suspicions for a while but kept this to herself.

I had to speak to somebody, I had to ask advice and confide in somebody – I chose her because she is also one of the bookkeepers and I respect her opinion.

She was very upset and shocked, that there was now in fact proof.

The conversation ended with him saying that they look after their bookkeepers and reward them at the end of the year. "He doesn't know of anybody that says 'No' to a bit of cash".

That was the end of the conversation.

N.K. GB.

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There are other cash cheques that I am suspecting and I trust that you will follow the correct procedures and do an investigation in this regard.

Please let me know if there is anything that I can do to assist you.

Regards,

Christy de Beer

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CdB.

"FPL" 44

30/06/09

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C L I E N T   L E D G E R   R E P O R T - CURRENT YEAR

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PAGE :

LIENT : 009081

POMBO F MR
MVA-13.01.05-03.02.05
FEE EARNER 20 : DARREN BOBROFF   WORK CATG : 10 NETCARE
SECTION 01 : UNALLOCATED   CLIENT REF : SUNNINGHIL

CONS NO :

DATE	REF	TRANSACTION DETAILS	SOURCE	DEBTOR	-BUSINESS- DEBIT	-BUSINESS- CREDIT	-TRUST- DEBIT	-TRUST- CREDIT	RUNNING BALANCE
			BROUGHT FORWARD						
									0.0(
8/01/05	0	Local Telephone Call	DIS 1683 12		5.70				
8/01/05	0	Local Telephone Call	DIS 1683 19		5.70				5.7(
0/04/05	106216	DRS MONTEITH,NAY	CHQ 1670 11		515.00 1				11.4(
4/06/05	0	Local Telephone Call	DIS 1997 23		5.70				526.4(
4/06/05	0	Local Telephone Call	DIS 1997 24		5.70				532.1(
4/06/05	0	Local Telephone Call	DIS 1997 25		5.70				537.8(
3/[illegible]5	0	Local Telephone Call	DIS 2255 10		5.70				543.5(
4/0[illegible]	107432	DEPT OF TRANSPORT	CHQ 1732 01		64.00				549.2(
3/07/05	0	PETROL AND TRAVEL CHARGES	DIS 2149 29		11.40				613.2(
3/01/06	0	PETROL AND TRAVEL CHARGES	DIS 2494 36		50.00				624.6(
3/01/06	0	PETROL AND TRAVEL CHARGES	DIS 2494 39		50.00				674.6(
3/01/06	0	PETROL AND TRAVEL CHARGES	DIS 2495 01		25.00				724.6(
3/01/06	475919	DUE TO DR MATISONN	NEW 1116 02		1122.10 2				749.60
1/12/05	0	COPIES	DIS 2572 23		45.60				1871.70
1/01/06	0	FAXES	DIS 2600 38		5.70				1917.30
9/02/06	0	COPIES	DIS 2582 04		31.35				1923.00
2/02/06	1689	ADV ZIDEL-PARTICULARS OF CLAIM	ADV 1130 20		2052.00 3				1954.35
2/02/06	1689	31/01/06	ADV 1130 20						4006.35
9/02/06	22	REVENUE STAMPS	REV 0101 05		80.00				4006.35
9/02/06	22	SUMMONS	REV 0102 05		80.00				4086.35
2/03/06	108242	SHERIFF JHB CENTRAL	CHQ 1962 40		65.45				4166.35
3/03/06	57146	DUE TO DR READ	NEW 1153 32		7410.00 4				4231.80
9/03/06	0	PETROL AND TRAVEL CHARGES	DIS 2647 36		10.00				11641.80
5/05/06	0	PETROL AND TRAVEL CHARGES	DIS 2687 02		10.00				11651.80
1/10/06	0	PETROL AND TRAVEL CHARGES	DIS 2844 07		10.00				11661.80
[illegible]	0	PETROL AND TRAVEL CHARGES	DIS 2846 03		50.00				11671.80
2/11/[illegible]	0	PETROL AND TRAVEL CHARGES	DIS 2946 38		50.00				11721.80
7/12/06	21	DUE TO DR SHEVEL	NEW 1262 18		10260.00 5				11771.80
9/01/07	0	PETROL AND TRAVEL CHARGES	DIS 2891 11		25.00				22031.80
1/05/07	0	PETROL AND TRAVEL CHARGES	DIS 2920 26		10.00				22056.80
1/05/07	21	DUE TO DR MARUS	NEW 1311 03		6612.00 6				22066.80
1/05/07	111125	I. HATTINGH	CHQ 2249 05		8400.00 7				28678.80
5/05/07	110978	TRAVEL	CHQ 2256 29		43.00				37078.80
7/04/07	0	PETROL AND TRAVEL CHARGES	DIS 2945 37		7.14				37121.80
5/04/07	0	PETROL AND TRAVEL CHARGES	DIS 2948 13		20.00				37128.94
5/04/07	0	PETROL AND TRAVEL CHARGES	DIS 2948 21		50.00				37148.94
5/04/07	0	PETROL AND TRAVEL CHARGES	DIS 2948 30		50.00				37198.94
5/04/07	0	PETROL AND TRAVEL CHARGES	DIS 2948 39		50.00				37248.94
5/04/07	0	PETROL AND TRAVEL CHARGES	DIS 2949 12		50.00				37298.94
5/04/07	0	PETROL AND TRAVEL CHARGES	DIS 2949 21		50.00				37348.94
9/05/07	0	PETROL AND TRAVEL CHARGES	DIS 2958 22		16.66				37398.94
									37415.60

R1044,50

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RONALD BOBROFF & PARTNERS INC.

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ATE : 30/06/09

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C L I E N T   L E D G E R   R E P O R T - CURRENT YEAR

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PAGE :

LIENT : 009081

POMBO F MR
MVA-13.01.05-03.02.05
FEE EARNER 20 : DARREN BOBROFF   WORK CATG : 10 NETCARE
SECTION 01 : UNALLOCATED   CLIENT REF : SONNINGHIL

CONS NO :

DATE	REF	TRANSACTION DETAILS	SOURCE	DEBTOR	BUSINESS DEBIT	BUSINESS CREDIT	TRUST DEBIT	TRUST CREDIT	RUNNING BALANCE
3/05/07	0	PETROL AND TRAVEL CHARGES	DIS 2952 15		10.00				37425.60
3/06/07	1930	DUE TO ADV ZIDEL	ADV 1324 14		24510.00 3				61935.60
)/06/07	20696	R.A.F.	REC 0862 05		Capital			-394571.60	-332636.00
)/06/07	0	DISBURSEMENT RECOVERY	DIS 2970 01		13600.00				-319036.00
)/06/07	88	FEES + 14% VAT - NETCARE	FEE 1331 01		134943.28				-184092.72
3/07/07	103094	F.M.M. POMBO	CHQ 0817 05				~~184000.00~~		-92.72
3/07/07	0	TRUST TRANSFER - 03/07/07	T/B 0576 06			~~-310478.88~~	~~310478.88~~		-92.72
3/07/07	103094	CANCEL F.M.M. POMBO	CHQ 0825 01					~~-184000.00~~	-184092.72
3/0.	103132	F.M.M. POMBO - INTERIM	CHQ 0826 01				184000.00		-92.72
4/06/.	0	PETROL AND TRAVEL CHARGES	DIS 2983 25		50.00				-42.72
5/08/07	0	TRUST TRANSFER - 15/08/07	T/B 0584 30			~~-50.00~~	~~50.00~~		-42.72
4/09/07	5	Due to Bev van Zyl (dep)	NEW 1403 06		3000.00 8				2957.28
4/09/07	6	Due to Bev van Zyl (bal)	NEW 1403 07		3000.00				5957.28
6/09/07	20832	R.A.F.	REC 0902 03		Costs			-126510.98	-120553.70
9/09/07	1911	Due to Adv IJ Zidel	ADV 1430 05		2850.00 3				-117703.70
9/09/07	10476	Due to Legal Billing Systems	AGN 1430 15		5939.01 9				-111764.69
4/10/07	0	TRUST TRANSFER - 04/10/07	T/B 0595 33			~~-14709.01~~	~~14709.01~~		-111764.69
)/10/07	103235	F.M.M. POMBO - INTERIM.	CHQ 0851 02				55355.66		-56409.03
4/10/07	1	Due to Ida-Marie Hattingh	NEW 1459 29		8400.00 7				-48009.03
5/10/07	0	TRUST TRANSFER - 25/10/07	T/B 0602 23			~~-8400.00~~	~~8400.00~~		-48009.03
1/11/07	0	PETROL AND TRAVEL CHARGES	DIS 3115 39		25.00				-47984.03
2/11/07	0	PETROL AND TRAVEL CHARGES	DIS 3116 30		17.00				-47967.03
3/11/07	0	PETROL AND TRAVEL CHARGES	DIS 3117 02		12.00				-47955.03
1/12/07	0	PETROL AND TRAVEL CHARGES	DIS 3120 09		25.00				-47930.03
6/02/08	1422	Due to Dr G Marus	NEW 1559 35		6612.00 6				-41318.03
6/02/08	0	TRUST TRANSFER - 06/02/08	T/B 0623 06			~~-6612.00~~	~~6612.00~~		-41318.03
1/0	0	TRUST TRANSFER - 21/02/08	T/B 0626 01			~~-79.00~~	~~79.00~~		-41318.03
7/02	67	DB TRAVEL ADV ZIDEL 20KMS	DIS 3136 01		42.80				-41275.23
7/02/08	0	TRUST TRANSFER - 27/02/08	T/B 0628 19			~~-42.00~~	~~42.00~~		-41275.23
7/02/08	475919	rev Drs Matisson Scott	NEW 1587 12			-1122.10 2			-42397.33
7/02/08	475919	Due to Drs Matisonn 1/3	NEW 1594 40		374.00 2				-42023.33
7/02/08	475919	Due to Drs Matisonn 2/3	NEW 1605 29		748.10				-41275.23
8/02/08	103443	F. POMBO - INTERIM	CHQ 0902 11				30000.00		-11275.23
1/03/08	2181	Due to Adv IJ Zidel	ADV 1619 17		11514.00 3				238.77
1/03/08	0	TRUST TRANSFER - 11/03/08	T/B 0632 05			~~-11275.23~~	~~11275.23~~		238.77
2/03/08	100062	Due to AM Kellerman (dep)	AGN 1620 32		~~4909.41~~				5148.18
2/03/08	100062	Due to AM Kellerman (bal)	AGN 1620 33		~~4909.41~~				10057.59
2/03/08	100062	Due to AM Kellerman (dep)	AGN 1621 08		~~4909.41~~				14967.00
2/03/08	100062	Due to AM Kellerman (bal)	AGN 1621 09		~~4909.41~~				19876.41
1/03/08	100062	rev duplicate kellerman	AGN 1637 05			~~-4909.41~~			14967.00
1/03/08	100062	rev kellerman	AGN 1637 06			~~-4909.41~~			10057.59
1/03/08	100025	Due to AM Kellerman	AGN 1637 07		5910.90 10				15968.49
1/03/08	100062	rev duplicate Kellerman	AGN 1639 29			~~-4909.41~~			11059.08

R13 781,80

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;E : 30/06/09 C L I E N T L E D G E R R E P O R T - CURRENT YEAR PAGE :

****

LIENT : 009081 POMBO F MR

MVA-13.01.05-03.02.05 CONS NO :

FEE EARNER 20 : DARREN BOBROFF WORK CATG : 10 NETCARE

SECTION 01 : UNALLOCATED CLIENT REF : SUNNINGHIL

DATE	REF	TRANSACTION DETAILS	SOURCE	DEBTOR	-B U S I N E S S- DEBIT	CREDIT	----T R U S T---- DEBIT	CREDIT	RUNNING BALANCE
1/03/08	100062	rev dupliate Kellerman	AGN 1639 30			~~-4908.41~~			6149.6
1/03/08	100258	Due to AM Kellerman addedum	AGN 1639 31		5910.90 10				12060.5
1/04/08	25	SUMMONS	REV 0141 09		80.00				12140.5
5/04/08	9	Due to AM Kellerman	AGN 1656 10		6272.28 10				18412.8
3/04/08	1422	Due to Dr G Marus	NEW 1661 38		6612.00 6				25024.85
0/04/08	0	PETROL AND TRAVEL CHARGES	DIS 3198 29		50.00				25074.85
1/05/08	2	Due to Adv H Constantinides	ADV 1679 23		1083.00 11				26157.85
3/ 8	2131	Due to Ivan Kramer	AGN 1719 21		6840.00 12				32997.85
3/0	2305	Due to Adv Zidel	ADV 1719 33		5130.00 3				38127.85
3/07/	970	Due to Dr Lewer-Allen	NEW 1722 12		6840.00 13				44967.85
5/07/08	0	PETROL AND TRAVEL CHARGES	DIS 3252 17		15.00				44982.85
1/07/08	0	Due to Adv H Constantinides	ADV 1746 14		1083.00 11				46065.85
1/07/08	113130	PHOTOS	PET 0317 07		86.00				46151.85
1/08/08	0	PETROL AND TRAVEL CHARGES	DIS 3274 31		15.00				46166.85
1/08/08	73	TRAVEL COURT - 20KMS	DIS 3271 07		43.00				46209.85
/08/08	30001	Paid to Sub60 Couriers	MES 1761 16		68.40				46278.25
/08/08	148102	Due to Dr DA Shevel	NEW 1762 27		4560.00 5				50838.25
/08/08	1	Due to Ida-Marie Hattingh	NEW 1763 01		3375.00 7				54213.25
3/08/08	2131	Due to Ivan Kramer	AGN 1764 17		1368.00 12				55581.25
/08/08	2335	Due to Adv IJ Zidel	ADV 1766 04		65664.00 3				121245.25
/08/08	1	Due to B van Zyl joint mins	NEW 1767 01		600.00 8				121845.25
/08/08	0	DISBURSEMENT RECOVERY	DIS 3279 01		10000.00				131845.25
/08/08	7	FEES + 14% VAT - NETCARE	FEE 1765 01		866335.21				998180.46
/08/08	22059	ABSA BANK	REC 1071 03		Capital			-3637217.89	-2639037.43
3/08/08	113167	J. KINGSBURY - REFERRAL FEE	CHQ 2610 24		372281.52 15				-2267755.91
3/09/08	103775	INVESTEC PVT BANK - 431751	CHQ 0996 12				2500000.00		232244.09
/0 8	103775	INVESTEC BANK	INV 0996 12					-2500000.00	-2267755.91
/09/	0	WRIT & INTEREST	DIS 3284 02		18440.89				-2249315.02
/09/08	22095	INVESTEC BANK - WITHDRAWAL	REC 1080 01					-220000.00	-2469315.02
/09/08	22095	INVESTEC BANK	INV 1080 01				220000.00		-2249315.02
/09/08	103790	F. POMBO	CHQ 0998 06				220000.00		-2029315.02
/09/08	0	TRUST TRANSFER - 30/09/08	T/B 0673 39			~~-1107217.89~~	~~1107217.89~~		-2029315.02
/10/08	22172	INVESTEC PVT BANK	REC 1096 25					-2228926.60	-4258241.62
/10/08	22172	INVESTEC BANK	INV 1096 25				2228926.60		-2029315.02
/10/08	0	TRUST TRANSFER - 29/10/08	T/B 0678 33			~~-250684.98~~	~~250684.98~~		-2029315.02
/10/08	103852	Reverse Transfer	B/T 1007 02		~~46073.40~~			~~-46073.40~~	-2029315.02
/10/08	103852	POMBO TRUST	CHQ 1007 02				2024315.02		-5000.00
/11/08	190808	PETROL AND TRAVEL CHARGES	DIS 3326 26		10.00				-4990.00
/01/09	22361	R.A.F.	REC 1137 05		Costs			-97450.50	-102440.50
/01/09	0	TRUST TRANSFER - 19/01/09	T/B 0697 19			~~-46083.40~~	~~46083.40~~		-102440.50
/05/09	115159	A. GREEFF	CHQ 2772 30		10195.20 14				-92245.30
/05/09	115162	IDA-MARIE HATTINGH	CHQ 2772 33		8400.00 7				-83845.30
/05/09	115163	LEGAL BILLING SYSEMS	CHQ 2772 34		4925.60 9				-78919.70

R28 808,29

Nil

RONALD BOBROFF & PARTNERS INC.

: 30/06/09

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C L I E N T L E D G E R R E P O R T - CURRENT YEAR

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LIENT : 009081

POMBO F MR
MVA-13.01.05-03.02.05
FEE EARNER 20 : DARREN BOBROFF   WORK CATG : 10 NETCARE
SECTION 01 : UNALLOCATED   CLIENT REF : SUNNINGHIL

CONS NO :

DATE	REF	TRANSACTION DETAILS	SOURCE	DEBTOR	BUSINESS DEBIT	BUSINESS CREDIT	TRUST DEBIT	TRUST CREDIT	RUNNING BALANCE
2/05/09	0	TRUST TRANSFER - 12/05/09	T/B 0717 13			~~-25520.80~~	~~-25520.80~~		-78919.70
3/05/09	0	REVERSE - DR MARUS	NEW 1929 01			-13224.00 6			-92143.70
3/05/09	0	DUPLICATE ENTRIES	NEW 1929 01						-92143.70
3/05/09	0	REVERSE - IDA-MARIE HATTINGH	NEW 1929 02			-3375.00 7			-95518.70
3/05/09	0	INCORRECT POSTINGS	NEW 1929 02						-95518.70
3/05/09	0	REVERSE - KELLERMAN	AGN 1929 03			-4560.00 10			-100078.70
3/05/09	0	INCORRECT POSTINGS	AGN 1929 03						-100078.70
5/ 9	22693	INVESTEC PVT BANK	REC 1231 01					-84593.74	-184672.44
5/06	22693	INVESTEC BANK	INV 1231 01				66791.76		-117880.68
			CARRIED FORWARD			-21159.00		-96721.68	-117880.68

Total Invested: R2 500 000.   AMOUNT INVESTED 15718.36   add Int. Earned (15 718,

Withdrawal 1 (R220 000)   = (133 590

Withdrawal 2 (R2 228 926,60)   Surplus as per Final a/c 100 078

Closure 3 (R84 593,74)   = (33 520

= R33 520,84

* Total paid to client = R2513 670,68
Return from Investm (R2533 520,84)
Interest still due to client => R19 849,66

NIK

"FPS" Amen Final Acc HS

MR. F POMBO - 009081 (FINAL ACCOUNT AMENDMENT)
02/07/2009

			R 394,571.60
			R 126,510.98
			R 3,637,217.89
INTEREST EARNED ON INVESTMENT			R 97,450.50
TOTAL DISBURSEMENTS AS PER LAWPLAN			R 33,520.34
1 Drs. Monteith, Nay		R 43,634.59	
2 Drs. Matisonn, Scott & Tobias		R 515.00	
3 Adv. Zidel		R 1,122.10	
4 Dr. Read		R 111,720.00	
5 Dr. Shevel		R 7,410.00	
6 Dr. Marus		R 14,820.00	
7 I Hattingh		R 6,612.00	
8 Bev van Zyl		R 25,200.00	
9 Legal Billing Systems		R 6,600.00	
10 AM Kellerman		R 10,864.61	
11 Adv. H Constantinides		R 13,534.08	
12 Ivan Kramer		R 2,166.00	
13 Dr. Lewer-Allen		R 8,208.00	
14 A Greeff		R 6,840.00	
15 J Kingsbury		R 10,195.20	
FEES		R 371,281.52	
VAT @ 14%		R 678,314.46	
Total paid to client		R 122,964.03	
18/07/2007		R 2,513,670.68	
10/10/2007	R 184,000.00		
28/02/2008	R 55,355.66		
22/09/2008	R 30,000.00		
30/10/2008	R 220,000.00		
To Clnt	R 2,024,315.02		
	R 133 599.04	R 4,155,672.27	R 4,289,271.31

SURPLUS AVAILABLE	R 133,599.04
less: Closure of Investment as per LawPlan (and due to the client)	R ~~84,593.74~~
Available as a Final Fee	~~R 49,005.30~~

Trust Clzu: 17801.98
business - Acc 115797.06

MK

Legal Billing Systems
Your Costs Are Our Concern

BREAKDOWN OF DISBURSEMENTS

BILL DRAWN FOR ALL WORK DONE ON FILE

D BOBROFF/SM/9081

POMBO F M M

MVA CLAIM

NR	DESCRIPTION	CLAIMED	DEDUCTED	TAXED/SETTLED	COMMENTS
12)	CAR	R 1.00		R 1.00	No account on file
22)	Department of transport	R 64.00		R 64.00	
26)	Drs Picolo & Hutton for hospital records	R 1.00		R 1.00	No account on file
30)	Dr Mark Talbot for medical report	R 151.74		R 151.74	
39)	Dr Nay for complection of MMF1 medical report	R 515.00		R 515.00	
49)	Advocate Zidel Sc for particulars of claim settled by counsel	R 2,052.00	R 684.00	R 1,368.00	Allowed R300x4 + vat
51)	Revenue Stamp on Summons	R 80.00		R 80.00	
54)	Paid Sheriff	R 65.45		R 65.45	
62)	Medico legal report of Dr Read (Orthopaedic surgeon) with radiological report by Drs Matison Scott	R 7,410.00		R 7,410.00	
64)	Radiological report by Drs Matison Scott with the medico legal report of Dr Read (Orthopaedic surgeon)	R 1,122.10		R 1,122.10	
70)	Clinical note sand treatment notes received from Sunninghill hospital	R 667.29		R 667.29	
111)	Medico legal report by Dr Shevel (Psychiatrist)	R 10,260.00		R 10,260.00	
127)	Medico legal report by Dr Marus (Neurosurgeon)	R 6,612.00		R 6,612.00	
143)	Medico Legal report of Dr A M Kellerman (Industrial Pshychologist)	R 9,818.82		R 9,818.82	
147)	Medico legal report A Greeff (Occupational therapist)	R 8,190.00		R 8,190.00	
155)	Medico legal report by Ida Marie Hatting (Speech therapist and audiologist)	R 16,800.00		R 16,800.00	
161)	Adv Zidel for work done in the matter	R 27,360.00	R 3,990.00	R 23,370.00	
	Consultation - Plaintiff & husband	*R 2,500.00*	*R 1,000.00*	R 1,500.00	allowed 1 hour
	Preparation for trial and on trial	*R 18,000.00*		R 18,000.00	
	On advice on evidence and quantum and notice of amendment	*R 3,500.00*	*R 2,500.00*	R 1,000.00	allowed R 1000-00 on advice
		R 91,170.40	R 4,674.00	R 86,496.40	

"FP6"

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N.I.C

Legal Billing Systems
Your Costs Are Our Concern

BREAKDOWN OF DISBURSEMENTS

BILL DRAWN FOR ALL WORK DONE ON FILE

D BOBROFF/SM/9081
POMBO F M M
MVA CLAIM

NR	DESCRIPTION	CLAIMED	DEDUCTED	TAXED/SETTLED	COMMENTS
8)	Bev van Zyl (Neuropsychologist) for medico legal report	R 6,000.00		R 6,000.00	
13)	Sunninghill Hospital for copy of records	R 1.00		R 1.00	No account on file
23)	Dr Kellerman (Industrial Psychologist) for addendum medico legal report	R 5,910.90		R 5,910.90	
53)	Appointment of curator ad litem	R 1,083.00	R 342.00	R 741.00	
72)	Ivan Kramer (Actuary) for report	R 6,840.00		R 6,840.00	
97)	Joint minutes between Ms A Greeff	R 2,005.20		R 2,005.20	
111)	Joint minutes between Mr B Van Zyl	R 600.00		R 600.00	
115)	Ivan Kramer (Actuary) for report	R 1,368.00		R 1,368.00	
119)	Dr Kellerman (Industrial Psychologist) for joint minute	R 6,924.36		R 6,924.36	
127)	Adv Zidel for work done	R 86,298.00	R 52,440.00	R 33,858.00	Item taxed by Taxingmaster (no specific order for senior)
	Advice on evidence and quantum	*R 6,840.00*	*R 4,788.00*	*R 2,052.00*	Allowed 1 hour at R 1,800 and VAT
	Advice on evidence and quantum and amendment	*R 3,990.00*	*R 1,938.00*	*R 2,052.00*	Allowed 1 hour at R 1,800 and VAT
	Attending Judge with curator re: ratification	*R 5,130.00*	*R 3,078.00*	*R 2,052.00*	Allowed 1 hour at R 1,800 and VAT
	Consultation - Plaintiff and wife	*R 5,130.00*	*R 5,130.00*	*R 0.00*	included in dayfee on day of trial
	Consultation - Plaintiff and wife	*R 4,104.00*	*R 2,052.00*	*R 2,052.00*	Allowed 1 hour at R 1,800 and VAT
	Meeting expert Kellerman	*R 2,280.00*	*R 228.00*	*R 2,052.00*	Allowed 1 hour at R 1,800 and VAT
	Meeting curator re: offer	*R 4,104.00*	*R 2,052.00*	*R 2,052.00*	Allowed 1 hour at R 1,800 and VAT
	Pre-trial conference	*R 5,130.00*	*R 4,104.00*	*R 1,026.00*	allowed 0,5 hour at R 1,800 and VAT
	Settling application, affidavit re: curator	*R 5,130.00*	*R 5,130.00*	*R 0.00*	A/C
	Studying papers, advices, attendances and prep for trial	*R 17,100.00*	*R 17,100.00*	*R 0.00*	included in dayfee
	Trial	*R 27,360.00*	*R 6,840.00*	*R 20,520.00*	
		R 117,030.46	R 52,782.00	R 64,248.46	

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TELEPHONE CALLS MADE AND RECEIVED	Fees	Disbursements
Telephone Calls made 5 hours 12 min in total allowed	R 1,949.55	R 681.20
Telephone calls received 3 hours 46 min allowed	R 1,950.45	

47

"FP7"

48

Standard Bank

ROSEBANK

004-305

Date / Datum 2009-07-03

Pay / Betaal F Pombo

or Bearer / of Toonder

the sum of / die bedrag van One Hundred and Thirty Three Thousand Five Hundred and Ninety Nine Rand 04/100 Only

For/Vir R 133 599-04

COMMERCIAL SUITE 4

RONALD BOBROFF & PARTNERS INC 2001/021719/21

2001/021719/21

00 200 864 5

CMSA S3.G 2003.43

⑈114499 ⑆004305⑆ 002008645⑈ 02

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"FP8" 49

Standard Bank

Facsimile
Despatch header

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Date (YYYY-MM-DD) 2009-7-14

To	Ronald
Department	Account
Fax number	086 5300421
Attention	Christie
Number of pages sent including this form	3

From	BIC
Department	Buss Banking
Fax number	011 483 5508
Contact person	Elaine
Telephone number	011 358 8107

Comments

Find attached copy

for The Standard Bank of South Africa Ltd.
Reg. No. 1962/000738/06
SERVICE FULFILMENT
BIC JHB

Originating department authorised signatory

Authorised by Signature

Authorised Signatory

Designation

Designation

00038027 1999-02 GBF

Nik

Standard Bank

004-305

ROSEBANK

07/09/2009 IPS - JHB - SBSA 004305

Date / Datum 2009-07-09

Pay / Betaal F Pombo or Bearer / of Toonder

the sum of / die bedrag van One Hundred and Fifteen Thousand Five Hundred and Ninety Nine Rand

R 115 599-04

COMMERCIAL SUITE 4

D BOBROFF & PARTNERS INC 2001/021719/21

2001/021719/21

00 200 864 5

STANDARD BANK ROSEBANK 09 JUL 2009 TELLER 2 00-43-05

CASA SAG C8/05 11

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1000090256 2015642< 07/09/2009
R076 B00600 P10 IPS

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"FP9" 52

Christy

From: "Radebe, Maria M" <Maria.Radebe@standardbank.co.za>
To: <accounts@bobroff.co.za>
Sent: 15 July 2009 01:10 PM
Subject: DETAILS OF PAYMENT

Good day Christie
Re:account number:002008645 R115599.04 Dated 2009.07.09 funds were to the account of D Bobroff
Telephone number:880 0781

Please call Gordon Miller telephone number:011601 4531

Thank you
Regards
Maria
Telephone number:011 358 8139

2009/07/16

N.K

"FP10"

53

Standard Bank

004-305

ROSEBANK

Date
Datum 2008-08-29

Pay
Betaal J Kingsberry

or Bearer
of Toonder

STANDARD BANK
ROSEBANK
03 SEP 2008
00

the sum of
die bedrag van Three Hundred Seventy

One Thousand Two Hundred & For/Vir R 371281-52

Eighty One Rands & 52/100 Only

RONALD BOBROFF & PARTNERS INC 2001/021719/21
2001/021719/21 00 200 864 5

COMMERCIAL SUITE 4

CRISA S&G 0804-19

⑈113167 ⑆004305⑆ 002008645⑈ 02

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1500203940 09032008 16 2008/09/04 05:20:55

007 3100364380

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IN THE HIGH COURT OF SOUTH AFRICA
(North Gauteng High Court, Pretoria)

"FP11"

Case No. 61790/12

In the matter between:

JENNIFER & MATTHEW GRAHAM

Applicant

and

THE LAW SOCIETY OF THE NORTHERN PROVINCES

1st Respondent

RETURN: SERVICE OF NOTICE OF MOTION

IT IS HEREBY CERTIFIED:

That on 25 October 2012 at 15h35 at PROCFORUM BUILDING, 123 PAUL KRUGER STREET, PTA being the place of business of THE LAW SOCIETY OF THE NORTHERN PROVINCES , a copy of the Notice of Motion was served to DIPUO MAKONDO - SECRETARY and a person apparently not less than sixteen years of age and in the employ of THE LAW SOCIETY OF THE NORTHERN PROVINCES accepted service on behalf of THE LAW SOCIETY OF THE NORTHERN PROVINCES, after the original document was displayed and the nature and contents thereof explained to her. 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	6.00	1	6.00				
Service	44.00	1	44.00				
Registration & Return	29.00	1	29.00				
Urgent Service	250.00	1	250.00				

TO: THE REGISTRAR OF THE HIGH COURT,

Zero rated items	0.00
Sub-total	329.00
VAT	46.06
Total	**375.06**

Account No.: E2288

TO: ELOFF BRINK ATTORNEYS
P O BOX 95430
WATERKLOFF

0145

Your Reference: F2619

Mr L MACHETHE - Deputy Sheriff
(Properly appointed in terms of Section 6(1) of the Sheriff's Act No. 90/1986)
Signed at Pretoria on 26/10/12
My Reference: 2012/01/27668.00 / OPR3

Acting Sheriff Pretoria West - F R Moeletsi
Private Bag X929 Pretoria 0001
Tel: +27-12-326-0102
Fax: +27-12-323-0748
VAT No./BTW Nr.: 4390216432

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Company Search Details

Companies and Intellectual Property Commission

Search the records of the South African Companies and Intellectual Property Commission for information of South African companies, close corporations, co-operatives and organisations including statutory details, addresses, directors and auditors.

This entry was cached on 2014/12/24 at 2:59:54 PM

ENTERPRISE DETAILS

Enterprise Name:	RONALD BOBROFF AND PARTNERS INC		
Enterprise Number:	2001/021719/21	Old Number:	
Enterprise Type:	INC	Last Type Date:	2001.09.12
Enterprise Status:	Code 03 - In Business	Last Status Date:	
Registration Date:	2001.09.01		
Date Commenced:	2001.09.01		
CK Date on Form:			
CK Date Received:			
Industry Code:	Code 88 - Other business activities		

INC details last published electronically by CIPC on September 21, 2014

FINANCIAL DETAILS

Tax Number:	9545187149		
Year End:	September		
Effective Date:	2001.09.12		
Authorised Capital:	1000	Authorised Shares:	1000
Issued Capital:	1000	Issued Shares:	1000

Financial details last published electronically by CIPC on September 21, 2014

ADDRESS DETAILS

Registered Address:	37 ASHFORD ROAD, ROSEBANK, 2196
Postal Address:	P O BOX 1170, PARKLANDS, 2121

Address details last published electronically by CIPC on September 21, 2014

DIRECTOR DETAILS

Director Name:	ANTHONY ALEXANDER JOSEPH BERLOWITZ		
Director Type:	Director	Date Appointed:	
Director Status:	Active	Last Status Date:	

N.K. GM. JN

56

ID Number:	5106055019087	ID Number Status:	VALID (not verified)
Director Share:	0.00 %	Birth Date:	1951.06.05
CM 29 Date:		CM 29 Received:	
CK 1-2 Date:			
Business Address:	37 ASHFORD ROAD, ROSEBANK, 2196		
Postal Address:	P.O. BOX 1170, PARKLANDS, PARKLANDS, 2121		
Registered Addr:			
Residential Addr:	FIRST FLOOR EAST WING, 3 RIVER ROAD, BEDFORDVIEW, 2007		

Director details last published electronically by CIPC on January 19, 2014

DIRECTOR DETAILS

Director Name:	STEPHEN DEREK BEZUIDENHOUT		
Director Type:	Director	Date Appointed:	2001.09.12
Director Status:	Active	Last Status Date:	
ID Number:	5512115015082	ID Number Status:	VALID (not verified)
Director Share:	0.00 %	Birth Date:	1955.12.11
CM 29 Date:		CM 29 Received:	
CK 1-2 Date:			
Business Address:	37 ASHFORD ROAD, ROSEBANK, 2196		
Postal Address:	P O BOX 1170, PARKLANDS, 2121		
Registered Addr:			
Residential Addr:	14 VOSLOO STREET, WINDSORGLEN, RANDBURG, 2194		

Director details last published electronically by CIPC on January 19, 2014

DIRECTOR DETAILS

Director Name:	DARREN RODNEY BOBROFF		
Director Type:	Director	Date Appointed:	2006.10.09
Director Status:	Active	Last Status Date:	
ID Number:	7303025055089	ID Number Status:	VALID (not verified)
Director Share:	0.00 %	Birth Date:	1973.03.02
CM 29 Date:	2006.10.09	CM 29 Received:	
CK 1-2 Date:			
Business Address:	37 ASHFORD ROAD, ROSEBANK, 2196		
Postal Address:	P.O. BOX 1170, PARKLANDS, 2121		
Registered Addr:			
Residential Addr:	29 EDWARD RUBENSTEIN DRIVE, SANDOWN, SANDTON, 2146		

Director details last published electronically by CIPC on January 19, 2014

DIRECTOR DETAILS

Director Name:	RONALD BOBROFF		
Director Type:	Both Director and Officer	Date Appointed:	2001.09.12
Director Status:	Active	Last Status Date:	
ID Number:	4708075082085	ID Number Status:	VALID (not verified)
Director Share:	0.00 %	Birth Date:	1947.08.07
CM 29 Date:		CM 29 Received:	
CK 1-2 Date:			
Business Address:	37 ASHFORD ROAD, ROSEBANK, 2196		
Postal Address:	P O BOX 1170, PARKLANDS, 2121		

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QM.

S7

Registered Addr:	
Residential Addr:	40 BOLTON ROAD, PARKWOOD, 2193

Director details last published electronically by CIPC on January 19, 2014

AUDITOR DETAILS

Auditor Name:	ANDRE VAN DER MERWE AND ASSOCIATES		
Profession:	Chartered Accountants		
Profession Number:		Type of Officer:	Auditor
Date Commenced:		Status:	Current
Reg. Entry Date:		Reference No.:	
CM31 Date:			
Date Received:			
Business Address:	VOLTEX HOUSE, FIRST FLOOR EAST WING, 3 RIVER ROAD, BEDFORDVIEW, 2007		
Postal Address:	P O BOX 373, JOHANNESBURG, 2000		

Auditor details last published electronically by CIPC on January 19, 2014

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N.K

"FP13" 58

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO.

In the matter of :

POMBO, FILIPE MAURICIO MENDES	First Applicant
and	
RONALD BOBROFF AND PARTNERS INC (Registration No.: 2001/021719/21)	First Respondent
BOBROFF RONALD (Identity No.: 470807 5082 08 5)	Second Respondent
BOBROFF DARREN RODNEY (Identity No.: 730302 5055 08 9)	Third Respondent
THE LAW SOCIETY OF THE NORTHERN PROVINCES	Fourth Respondent
THE SOUTH AFRICAN REVENUE SERVICES	Fifth Respondent

NK

CONFIRMATORY AFFIDAVIT

I, the undersigned,

ODETTE POMBO

do hereby make oath and say that:

1. I am a major female.

2. I am the wife of Filipe Mauricio Mendes Pombo.

3. The facts herein contained are within my own personal knowledge and are to the best of my belief both true and correct.

4. I have read the affidavit of Filipe Mauricio Mendes Pombo and annexures thereto and confirm the contents thereof in so far as they relate to me.

I certify that the deponent acknowledged that the deponent knows and understands the contents of the above declaration, that I duly administered the oath as prescribed by Regulation No R.1258 of 21 July 1972, and that thereafter the deponent in my presence signed on the declaration at KYALAMI on this the 10th day of September 2015.

COMMISSIONER OF OATHS

NONTOKOZO KONA
Practising Attorney
Commissioner of Oaths
4th Floor, Mable Towers, 208-212
Jeppe Street, Johannesburg
Tel: 011 333 2453 / 54

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Practising Attorney
Commissioner of Oaths
4th Floor, Mable Towers, 208-212
Jeppe Street, Johannesburg
Tel: 011 333 2453 / 54

NK

Full Name:
Full street address:

Capacity:

NONTOKOZO KONA
Practising Attorney
Commissioner of Oaths
4th Floor, Mable Towers, 208-212,
Jeppe Street, Johannesburg, R.S.A.
Tel: 011 333 2453 / 54

NK

"FP14" 61

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG LOCAL DIVISION, JOHANNESBURG

CASE NO.

In the matter of :

POMBO, FILIPE MAURICIO MENDES	First Applicant
and	
RONALD BOBROFF AND PARTNERS INC (Registration No.: 2001/021719/21)	First Respondent
BOBROFF RONALD (Identity No.: 470807 5082 08 5)	Second Respondent
BOBROFF DARREN RODNEY (Identity No.: 730302 5055 08 9)	Third Respondent
THE LAW SOCIETY OF THE NORTHERN PROVINCES	Fourth Respondent
THE SOUTH AFRICAN REVENUE SERVICES	Fifth Respondent

NK

CONFIRMATORY AFFIDAVIT

I, the undersigned,

ANTHONY KILROY BEAMISH

do hereby make oath and say that:

1. I am a major male investigative journalist.

2. The facts herein contained are within my own personal knowledge and are to the best of my belief both true and correct.

3. I have read the affidavit of Filipe Mauricio Mendes Pombo and annexures thereto and confirm the contents thereof in so far as they relate to me.

I certify that the deponent acknowledged that the deponent knows and understands the contents of the above declaration, that I duly administered the oath as prescribed by Regulation No R.1258 of 21 July 1972, and that thereafter the deponent in my presence signed on the declaration at RANDBURG on this the 10th day of September 2015.

COMMISSIONER OF OATHS

Full Name:
Full street address:

Capacity:

WILF CAMERON EXTON
Commissioner of Oaths
Ex Officio - Attorney
Bond Street Business Park
679 Bond Street
RANDBURG

NK