

CASE NO:  
2016/22219

In the matter between:-

**MAREE, CHRISTINE MARIE**

First Applicant

**MOTARA, YASMIN**

Second Applicant

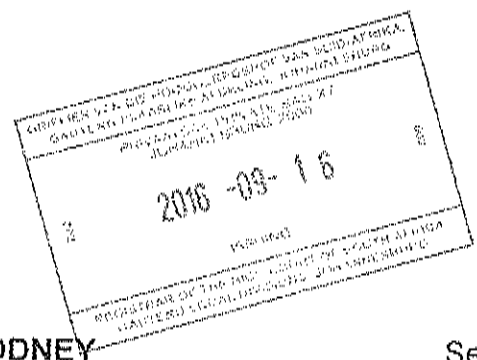
and

**BOBROFF RONALD**

First Respondent

**BOBROFF DARREN RODNEY**

Second Respondent



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**NOTICE OF MOTION**

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**KINDLY TAKE NOTICE THAT** the abovementioned First and Second Applicants intend making application to the above Honourable Court for an order in the following terms:

1. Placing the First and Second Respondents under provisional sequestration in the hands of the Master of the High Court, Johannesburg.

2. Ordering that the costs of this application be costs in the sequestration of the First and Second Respondents' estates.
  
3. That the First and Second Applicant be granted further and/or alternative relief.

**TAKE NOTICE FURTHER THAT** the attached affidavit of the First and Second Applicants' attorney, **ANTHONY PETER MILLAR** and annexures thereto will be used in support of this application.

**FURTHER TAKE NOTICE THAT** the First and Second Applicants have appointed the offices of their attorneys of record, **NORMAN BERGER AND PARTNERS INCORPORATED** at the address mentioned below, at which they will accept service of all notices and process in these proceedings.

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

- (a) to give notice of their intention to oppose the relief sought in the Notice of Motion within 20 (twenty) business days from the date of service of this Notice of Motion and annexures upon them;

- (b) to thereafter deliver their answering affidavit/s, if any, within 20 (twenty) 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 they 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 aforesaid, this Application will be enrolled for Hearing on the unopposed Roll on the first available date that the Registrar of this Honourable Court is able to allocate for that purpose.

**KINDLY** enrol the matter for hearing accordingly.

Dated at JOHANNESBURG on this the 12<sup>th</sup> day of SEPTEMBER 2016.

(sgd) S MUNNICH   
**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(961134/961170)

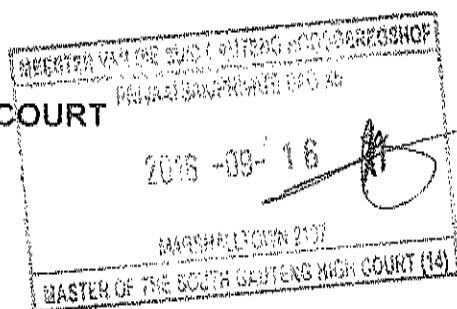
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AND TO:

THE REGISTRAR OF THE ABOVE HONOURABLE COURT  
JOHANNESBURG

AND TO:

THE MASTER OF THE HIGH COURT  
JOHANNESBURG



AND TO:

RONALD BOBROFF  
1<sup>st</sup> Respondent at  
No. 26 Warrimoo Avenue  
St Ives, 2075, Sydney  
New South Wales  
AUSTRALIA

SERVICE BY WAY OF  
DULY AUTHORISED  
PROCESS SERVER

Or

No. 26A Warrimoo Avenue  
St Ives, 2075, Sydney  
New South Wales  
AUSTRALIA

Or

No. 11 Shannon Street  
St Ives, 2075, Sydney  
New South Wales  
AUSTRALIA

Or

At such other address as the first respondent may be found, such address to be specified in the Return of Service of the process server

**AND TO:**  
**DARREN RODNEY BOBROFF**  
2<sup>nd</sup> Respondent at  
No. 26 Warrimoo Avenue  
St Ives, 2075, Sydney  
New South Wales  
AUSTRALIA

SERVICE BY WAY OF  
DULY AUTHORISED  
PROCESS SERVER

Or

No. 26A Warrimoo Avenue  
St Ives, 2075, Sydney  
New South Wales  
AUSTRALIA

Or

No. 11 Shannon Street  
St Ives, 2075, Sydney  
New South Wales  
AUSTRALIA

Or

At such other address as the first respondent may be found, such address to be specified in the Return of Service of the process server.



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

CASE NO:  
206/2019

In the matter of:-

**MAREE, CHRISTINE MARIE** First Applicant  
**MOTARA, YASMIN** Second Applicant

and

**BOBROFF, RONALD** First Respondent  
**BOBROFF, DARREN RODNEY** Second Respondent

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**FOUNDING AFFIDAVIT**

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I, the undersigned,

**ANTHONY PETER MILLAR,**

do hereby make oath and state that:-

1. I am a major male attorney, practising as a Director of Norman Berger & Partners Inc situated at 84-6<sup>th</sup> Avenue, Corner Louis Botha Avenue, Highlands North. I am the attorney of record for both the first and second applicants and as such duly authorised to depose to this Affidavit.



2. The facts herein contained are within my own personal knowledge and are to the best of my belief both true and correct save, where the context indicates otherwise or I state it to be so.

### THE APPLICANTS

3. The first applicant is Christine Marie Maree, a major female retired professional nurse, born on 19 April 1939 and presently residing at 102 Bonaventure, 112 Vos Street Sunnyside Pretoria.
4. The second applicant is Yasmin Motara, a major female teacher, born on 1 October 1985 and presently residing at no 2 Bakerton Square, Corner 1<sup>st</sup> Avenue and Teabush Street, Bakerton, Springs, Gauteng.

### THE RESPONDENTS

5. The first respondent is Ronald Bobroff, a major male whose present occupation is unknown, born on 7 August 1947 with South African identity number: 470807 5082 08 5. The first respondent, prior to his suspension from practise as an attorney of the Honourable Court on 26 April 2016 as set out in a copy of the Order of the High Court of South Africa, Gauteng Division, Pretoria annexed hereto marked "A" carried on practice as a Director of Ronald Bobroff & Partners Inc at 37 Ashford



Road, Rosebank, Johannesburg.

6. The first respondent, until he left the Republic to go and reside in Australia on 18 March 2016 resided at 40 Pentrich Road, Victory Park, Johannesburg.
7. The first respondent now alleges that he resides in Australia at 26 Warrimoo Avenue, St Ives, 2075, Sydney, New South Wales, Australia.
8. He may also reside at 26A Warrimoo Avenue, St Ives, Sydney, 2075, New South Wales, Australia or alternatively 11 Shannon Street, St Ives, 2075, New South Wales, Australia.
9. On 7 September 2016, by Order of the High Court of South Africa under case no.: 2016/30154, service of sequestration proceedings was authorised by way of edictal citation upon the respondents at "11 Warimoo Street, St Ives, Sydney, New South Wales, Australia or at such other address in Sydney, New South Wales, Australia" where the first respondent can be found.
10. This court has jurisdiction over the first respondent by virtue of the fact that he claims to be domiciled within the jurisdiction of this Honourable Court alternatively that he has assets of substantial value within the

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jurisdiction of this court. The main asset is 50% (fifty per centum) of the shares in Ronald Bobroff & Partners Inc. The first respondent still holds such shares and this is confirmed by him on oath in paragraph 12.1 of annexure "B".

11. The second respondent is Darren Rodney Bobroff, a major male whose present occupation is unknown, born on 2 March 1973 with South African identity number: 730302 5055 08 9. The second respondent, prior to his suspension from practise as an attorney of the Honourable Court on 26 April 2016 as set out in a copy of the Order of the High Court of South Africa, Gauteng Division, Pretoria annexed hereto marked "A" carried on practice as a Director of Ronald Bobroff & Partners Inc at 37 Ashford Road, Rosebank, Johannesburg.
12. The second respondent, until he left the Republic to go and reside in Australia on 16 March 2016 resided at 13A Pentrich Road, Victory Park Estate, Johannesburg.
13. The second respondent now alleges that he resides in Australia at 26 Warrimoo Avenue, St Ives, 2075, Sydney, New South Wales, Australia.
14. He may also reside at 26A Warrimoo Avenue, St Ives, Sydney, 2075, New South Wales, Australia or alternatively 11 Shannon Street, St Ives,

2075, New South Wales, Australia.

15. On 7 September 2016, by Order of the High Court of South Africa under case no.: 2016/30154, service of sequestration proceedings was authorised by way of edictal citation upon the respondents at "11 Warimoo Street, St Ives, Sydney, New South Wales, Australia or at such other address in Sydney, New South Wales, Australia" where the second respondent can be found.
  
16. This court has jurisdiction over the second respondent by virtue of the fact that he claims to be domiciled within the jurisdiction of this Honourable Court alternatively he has assets of substantial value within the jurisdiction of this court. The main assets are 25% (twenty five per centum) of the shares in Ronald Bobroff & Partners Inc together with an immovable property in the Johannesburg suburb of Victory Park. The immovable property is located at no. 13A Pentrich Road, Victory Park Estate, Johannesburg and is presently let to a tenant. The second respondent still holds such shares and immovable property and this is confirmed by him on oath in paragraphs 7 and 12.2 of annexure "B".

#### RELIEF SOUGHT

17. The applicants are creditors of the first and second respondents as appears hereinafter and seeks an order for the provisional sequestration of the first and second respondents in terms of S 8 of the Insolvency Act

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24 of 1936 on the basis that in terms of:-

17.1 S8(a) – both the first and second respondents departed their dwellings within the jurisdiction of this Court, have left the Republic, and being outside the Republic have remained absent with the intention to evade or delay the payment of debts and;

17.2 S8(b) – both the first and second respondents have failed upon demand to their attorney, no other form of demand being possible with their having absented themselves from the Republic, to satisfy a judgment debt granted against them in respect of the second applicant. They have furthermore failed on the same terms to satisfy the judgment debt granted against the firm in respect of the claim of the first applicant, for which they are by law and in terms of S 23(1)(a) of the Attorneys Act 1979 liable.

### BACKGROUND

18. The first and second respondents practised as specialist personal injury attorneys at Ronald Bobroff & Partners Inc at 37 Ashford Road, Rosebank, Johannesburg ("the firm").

19. Pursuant to the firms use of illegal percentage fee agreements which did not comply with the provisions of the Contingency Fees Act 66 of 1997,



various applications were brought by former clients of the firm for the repayment of monies due consequent upon those clients having been overreached (overcharged). The first and second applicants are two such former clients.

### THE INDEBTEDNESS

20. In terms of S23(1)(a) of the Attorney Act of 1979, the first and second respondents are jointly and severally liable as co-principal debtors with the firm for its liabilities.
21. It is this statutory provision that establishes the liability and indebtedness of the first and second respondents to the first and second applicants as well as to the further persons mentioned hereunder.

### THE FIRST APPLICANT

22. On 4 April 2016 and in the case of the first applicant, a Settlement Agreement entered into with the firm was made an Order of Court. A copy of such Order is annexed hereto marked "C".
23. Pursuant to compliance with the Court order the Bills of Costs were taxed and/or settled both in respect of the costs payable as well as the refund due for overreaching and interest. The total amount of these is R 1 551 885.01. A copy of the allocaturs in respect of the two Bills in respect of legal costs are annexed hereto marked "D" and "E" and of the



allocatur in respect of the refund for overreaching marked "F".

24. On 25 August 2016 a letter was addressed to the attorney of record for the first and second respondents, Mr John Cameron in which the breakdown of the calculation of what was due as well as a demand for payment was set out. A copy of such letter is annexed hereto marked "G"

#### THE SECOND APPLICANT

25. On 4 April 2016 and in the case of the second applicant, a Settlement Agreement entered into with the firm was made an Order of Court. A copy of such Order is annexed hereto marked "H".
26. Pursuant to compliance with the Court order the Bills of Costs were taxed and/or settled both in respect of the costs payable as well as the refund due for overreaching and interest. The total amount of these is R 2 046 777.03. A copy of the allocatur in respect of the Bill in respect of legal costs is annexed hereto marked "I" and of the allocatur in respect of the refund for overreaching marked "J".
27. On 25 August 2016 a letter was addressed to the attorney of record for the first and second respondents, Mr John Cameron in which the



breakdown of the calculation of what was due as well as a demand for payment was set out. A copy of such letter is annexed hereto marked "K".

28. In respect of second applicant the legal costs in the sum of R 140 834.84 was subsequently paid into my Trust Account on 2 September 2016.

### FURTHER CLAIMS

29. Similar settlement agreements were entered into with the persons listed hereunder. Although those claims have not yet been liquidated, it is estimated that each of those claims will ultimately be liquidated for no less than the amount reflected next to each person.
30. The persons concerned, who are all represented by me are:-

	<u>PARTIES</u>	<u>PRECAUTIONARY</u>	<u>HIGH</u>	<u>CASE</u>
		<u>RELIEF SOUGHT</u>	<u>COURT</u>	<u>NO.:</u>
30.1	C. Biljon	R 1 645 376.06	JHB	15/31369
30.2	A. Crystal	R 457 086.79	JHB	15/39625
30.3	S. Erasmus	R 1 357 626.79	JHB	15/43159
30.4	A. Farouk	R 615 828.33	JHB	15/40880
30.5	S. Harris	R 2 013 432.74	JHB	14/35137
30.6	G. Heymans	R 576 900.64	JHB	15/39819

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30.7	R. De Swardt;	R 1 712 384.65	JHB	15/14283
	S. Wilkinson;	R 378 055.67		
	A. Hunter &	R 571 877.16		
	A. Nell	R 448 875.00		

### FAILURE AND REFUSAL TO PAY ON DEMAND

31. On 25 August 2016 a letter was received from Mr John Cameron on behalf of the first and second respondents stating that they refuse to pay the amount due to the first applicant. A copy of such letter is annexed hereto marked "L".
32. On 25 August 2016 a letter was received from Mr John Cameron on behalf of the first and second respondents stating that they refuse to pay the amount due to the second applicant. A copy of such letter is annexed hereto marked "M".
33. There is no legal basis whatsoever for the first or second respondents to refuse to pay the claims of the first and second applicants.

### INSOLVENCY OF THE RESPONDENTS

34. The first respondent owns no immovable property in his own name

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within the Republic. He resided here at a property which is owned by his spouse.

35. The only assets which purport to belong to the first respondent at the property are, besides a 50% shareholding in the firm, a used Harley Davidson Motorcycle, a scrap cash register, a caravan – approximately ten years old together with such personal clothing and effects that he did not take with him when he fled to Australia.
36. The first respondent's assets, besides the shareholding in the firm are estimated to be worth no more than R 125 000.00.
37. The first respondent's shareholding in the practice is worth a substantial sum of money. The value is not liquid or readily available and will only be realised in due time when the court appointed curator to the practice (in terms of a court order dated 23 March 2016, a copy of which is annexed hereto marked "N") has wound up the affairs of the practice and has recovered from the new firms of attorneys who have taken over the files of the firm, that which is due to it.
38. Due to the fact that the firm conducted business almost exclusively on a contingency basis, there is no immediate claim that can be made by the curator for payment of what is due to the firm on any particular file until the particular case has been successfully concluded and paid in the





hands of that attorney. Given the nature of litigation this process is likely to take years to conclude and it is in the circumstances not possible to ascribe a value to the first respondent's shareholding.

39. The first respondent is in the circumstances factually insolvent as at the time of the signature of this affidavit.
40. The second respondent owns immovable property in his own name at 13A Pentrich Road, Victory Park, Gauteng. The property is bonded to Standard Bank in the sum of R 2 000 000.00 as appears from a printout obtained from AKTEX marked "O". The purchase price of the property as reflected on the printout is R 3 100 000.00 and in the circumstances there is at best equity of R 1 100 000.00.
41. It is unknown whether the second respondent has any movable assets. The immovable property is rented out to tenants and it is unknown whether the second respondent took all his personal movable possessions with him when he fled the Republic. The second respondent in addition owns a 25% in the firm. What has been stated in paragraphs 37 and 38 above in regard to the value of the shareholding in the firm applies equally to the second respondent.
42. The second respondent's assets, besides the shareholding in the firm and the immovable residential property are unknown.



43. The second respondent is in the circumstances factually insolvent as at the time of the signature of this affidavit.

#### BENEFIT TO CREDITORS

44. It has been established that consequent upon the respondents having fled to Australia that the second respondent registered a company by the name of REB Properties Pty Ltd with ACN Number: 612 338 655. The second respondent holds the entire shareholding in such company which was first registered on 11 May 2016 (this appears from annexures "P" and "Q" hereto).
45. It would appear that the aforementioned REB Properties Pty Ltd owns an immovable property being Lot 10 in deposited Plan 1147997 located at St Ives with street address at 11 Shannon Street St Ives, Sydney, New South Wales, Australia. This appears from annexures "R" and "S" hereto.
46. I am unable to state on behalf of the applicants whether REB Properties Pty Ltd or the shares in the firm are of any substantial value. I am of the view that it would be for the benefit of the creditors of the first and second respondents that their interest in and stake in the shares of these various companies be investigated and, if necessary, be liquidated for the benefit of all creditors.





47. I respectfully submit that the first and second respondents are unable to liquidate their indebtedness to the first and second applicants as envisaged by the provisions of S 8(b) of the Insolvency Act 24 of 1936 (as amended).

48. The applicants respectfully submits that it would be to the advantage of the general body of the first and second respondents' creditors for their estates to be sequestrated and administered by a Trustee duly appointed by the Master of the above Honourable Court, in that:

48.1 In the event of any other creditor taking action against the first and second respondents and causing their assets to be attached and sold in execution, that creditor would benefit to the exclusion of other creditors who have not been similarly vigilant in the protection of their rights. This would result in unnecessary incurring of costs to the detriment and prejudice of the general body of creditors.

48.2 A Trustee would be able to institute investigations into the affairs of the first and second respondents, more particularly:

48.2.1 to investigate and, if necessary, institute action against any entity for the repayment of any amount owing to

them, and more particularly, by virtue of amounts owing to the first and second respondents in terms of loan accounts in the companies where they are shareholders and/or directors;

48.2.2 their shareholding in and to the various entities referred to supra above

48.2.3 a Trustee could locate existence of any assets or preference of which the first and second applicants and the general body of creditors may be unaware and take such steps to protect such interests.

SECURITY

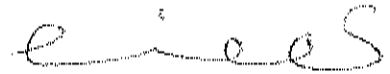
49. Sufficient security for the sequestration of the first and second respondents has been provided and I annex hereto marked "T" the certificate issued by the Master in this regard.

50. A copy of the Application will be served on the Master of the South Gauteng High Court Johannesburg prior to hearing of this Application.

**WHEREFORE** I pray for an order as set out in the Notice of Motion to which this Affidavit is attached.



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DEPONENT

The Deponent has acknowledged that the deponent knows and understands the contents of this affidavit, which was signed and sworn to before me at HIGHLANDS NORTH on this the 14<sup>th</sup> day of September 2016, the regulations contained in Government Notice No R1258 of 21 July 1972, as amended, and Government Notice No R1648 of 19 August 1977, as amended, having been complied with.



COMMISSIONER OF OATHS

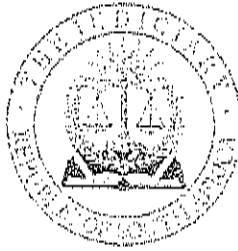
AMY JANE GOBEY

99 6th Avenue Highlands North  
Tel: 011 440 8811 Fax: 011 440 8616  
Commissioner of Oaths: Ex Officio  
Practising Attorney R.S.A

"A"

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HIGH COURT OF SOUTH AFRICA  
(GAUTENG DIVISION, PRETORIA)

*Not reportable*

*Not of interest to other Judges*

CASE NO: 61790/2012

In the matter between:

LAW SOCIETY OF THE NORTHERN PROVINCES

Applicant

and

JENNIFER GRAHAM

First Applicant in the main application

MATTHEW GRAHAM

Second Applicant in the main application

RONALD BOBROFF &  
PARTNERS INC.

Second Respondent in the main application

RONALD BOBROFF

Third Respondent in the main application

DARREN BOBROFF

Fourth Respondent in the main application

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J U D G M E N T

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MAKGOKA, J

[1] This matter arises from, and is a sequel to an order made by this Court on 15 April 2014. The order followed an application by the first and second applicants in the main application (the Grahams) for certain relief against the second, third and fourth respondents. The third and fourth respondents are attorneys and until very

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recently, practised as attorneys and directors of the second respondent, a firm of attorneys incorporated in terms of the Attorneys Act 53 of 1979 (the firm). Mr Graham was a client of the firm in a damages claim, following the injuries he had sustained in a motor vehicle collision on 4 September 2006. For the sake of convenience, I shall refer to the third and fourth respondents as 'Messrs Ronald and Darren Bobroff'. Where the context dictates to refer to them jointly with the firm, I shall simply designate them as 'the respondents'.

[2] Subsequent to the finalization of Mr Graham's claim, the Grahams lodged a complaint of overcharging against the respondents with the applicant (the Law Society) in June 2011. The Grahams became dissatisfied with the manner in which the Law Society dealt with their complaint against the respondents. They brought an application to this Court seeking, amongst others, that this Court should take over the Law Society's disciplinary enquiry or allow it to continue under the Court's supervision. That disciplinary enquiry was adjourned indefinitely, pending the determination of the application brought by the Grahams. The respondents made a counter-application, seeking an order that the Grahams be interdicted from interfering with the Law Society's disciplinary processes, and that the adjourned disciplinary enquiry be allowed to proceed.

[3] Among the documents submitted by the Grahams to the Law Society as part of extensive correspondence between their attorneys and the Law Society, following their complaint, was a report compiled by Mr Vincent Faris, a chartered accountant, which report is based on an extract from the accounting records of the firm. In that report, Mr Faris determined that the financial transactions recorded in the ledger accounts did not agree with what was reflected and accounted for in the accounting statements submitted to Mr Graham and another client of the firm. Mr Faris recommended that further investigations be conducted to establish the true position relating to the transactions that were suspect. He further formed an opinion, based on his observations and findings, that there was sufficient evidence of contravention of the Income Tax Act, the VAT Act, the Companies Act, the Attorneys Act and the Rules of the Law Society by the respondents, and that the possibility of contraventions of other legislation could not be excluded.

[4] Pursuant to the Graham's application and the respondents' counter-application, this Court (Mothle J) on 15 April 2015, made the order referred to in para [1] above, in terms of which the Law Society was to convene a disciplinary hearing against the third and fourth respondents within sixty (60) days of the order. The Law Society was also ordered to inspect the books of account of the firm, including its trust accounts, and compile a report within thirty (30) days of the order. For reasons which are not relevant for the present purposes, the deadlines ordered above could not be achieved, and the Law Society brought an interlocutory application seeking an extension of those deadlines. In response to the Law Society's application for extension, the Grahams launched a counter-application seeking the suspension of Messrs Ronald and Darren Bobroff from practising as attorneys pending the completion of the investigation and the report envisaged above, together with certain ancillary relief.

[5] In the meanwhile, two developments overtook the relief sought in the Law Society's interlocutory application for extension of the deadlines. They also affected somehow, the relief sought by the Grahams seeking the suspension of Messrs Ronald and Darren Bobroff. The first development is that, on 11 February 2016, the Law Society delivered a supplementary affidavit, deposed to by its Vice-President, in which it reported to this Court that the inspection referred to in the court order had been completed. The Law Society attached to its affidavit, two reports compiled by its inspectors. The inspectors had found that Messrs Ronald and Darren Bobroff had contravened various provisions of the Law Society's rules relating, among others, to the keeping of proper accounting records, and found that the duo had also overreached their clients.

[6] The inspectors also made, among others, the following factual findings:

1. The respondents retained a substantial amount of their fees in their trust banking account during the period prior to 11 December 2012. They failed to raise fees in several matters upon the finalization of their mandates. They instead transferred their fees to a suspense account by way of journal entries. This practice, the inspectors opined, defeated the primary purpose



of an attorney's trust banking account, and caused the firm's trust banking account to lose its identity;

2. The respondents invested a substantial amount of the firm's monies in a Section 78(2A) investment account which was opened under the name "Zunelle". "Zunelle" was, however, not reflected as a trust creditor of the firm. Monies invested in a Section 78(2A) investment account must first flow through the firm's Section 78(1) trust banking account, on the specific instructions of a trust creditor, the client of an attorney;
3. The respondents employed various tactics to unlawfully reduce the firm's income tax and VAT liabilities;
4. There was a substantial delay in effecting final payment to clients, and in some instances, clients complained that the firm failed to furnish them with final statements of account;
5. In one particular matter involving Mr Pombo, the client had alleged that the firm had failed to issue him with a final statement of account. The firm issued a business cheque in his favour. The cheque was however deposited into Mr Darren Bobroff's personal banking account. The report by the firm's former bookkeeper found that Mr Darren Bobroff had forged the signature of Mr Ronald Bobroff on the business cheque that was issued to Mr Pombo and that the said cheque was then deposited into Darren Bobroff's personal banking account. The monies due to Mr Pombo were only repaid to him two years later. The inspectors were unable to conduct a full inspection of Mr Pombo's account as they were advised that the file had been destroyed in accordance with the firm's policy relating to the retention of records. The relevant accounting records were, likewise, not available.

[7] The inspectors formed a view, as a result of the above findings, that Messrs Ronald and Darren Bobroff posed a risk to their trust creditors.



[8] On 23 February 2016, Mr George Van Niekerk, the attorney acting on behalf of the Grahams, deposed to an affidavit in response to the report of the Law Society referred to above, in which he seeks, among others, an amendment to the Grahams' notice of motion in the counter-application. The amendment sought to introduce a prayer for the issuing of a rule *nisi* calling upon Messrs Ronald and Darren Bobroff to show cause on a later date why their names should not be struck off the roll of attorneys. They also sought to introduce an alternative prayer empowering the curator appointed to administer the firm to conduct the inspection originally envisaged in the counter-application.

[9] The second development is the resolution by the council of the Law Society, on 3 March 2016, to apply to this Court for an order striking the names of Messrs Ronald and Darren Bobroff, and their co-director, Mr Stephen Bezuidenhout, from the roll of attorneys.<sup>1</sup> In this regard, on 11 March 2016, the Law Society, through its Vice-President, deposed to an affidavit in which the Law Society's decision was conveyed to this Court. The Vice-President of the Law Society further states that as a result of that resolution, the amendment sought by the Grahams, relating to the *rule nisi* referred to earlier, was no longer necessary. He also points out that the amendment is opposed on the basis that the Grahams have no standing to commence disciplinary proceedings. However, the Law Society does not oppose the amendments relating to the suspension of Messrs Ronald and Darren Bobroff and the appointment of a curator, pending the determination of its striking-off application.

[10] When the matter was called for argument before us on Monday, 14 March 2016, it was brought to our attention that on the Friday preceding the date of hearing, 11 March 2016, a letter was sent to the Law Society's attorneys by the respondent's attorneys, Taitz & Skikne Attorneys (Taitz & Skikne), in which the Law Society was informed that Taitz & Skikne had acquired the business of the firm (Ronald Bobroff & Partners Incorporated) and that a sale agreement was finalised on 11 March 2016. As a result of that, the Grahams brought an application to interdict the implementation of the sale agreement, to be determined with these applications.

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<sup>1</sup> During argument, the application by the Law Society in this regard, duly issued in this Court under case number 20066/2016, was handed to us.

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However, Taitz & Skikne indicated that they had not had an opportunity to consider the application. However, subsequent to the hearing, Taitz & Skikne Attorneys directed a letter to us, undertaking not to implement the sale agreement pending the determination of the Graham's application.

[11] Back to the Grahams' application. Despite their earlier differences as to how the complaints against the respondents should be dealt with, the Law Society and the Grahams' have narrowed their differences significantly. Thus is mainly due to the Law Society's resolution to apply for the removal of the respondents from the roll of attorneys. The Law Society and the Grahams now share a view that the respondents are no longer fit to remain on the roll of attorneys, and should be removed from that roll. It is only with regard to the procedure for such removal that their paths part. The Grahams seek an outright, summary removal of Messrs Ronald and Darren Bobroff from the roll of attorneys. The Law Society says that the removal should be at its instance in the pending application. Below is a brief exposition of the parties' position on the matter.

[12] Mr *Unterhalter* SC, counsel for the Grahams, persisted with the prayer that Messrs Ronald and Darren Bobroff be struck off the roll of attorneys, alternatively a *rule nisi* be issued, calling them to show cause why that order should not be made. In the further alternative, counsel suggested that the respondents be suspended, with a preservatory order regarding the firm's trust account, pending the determination of the applications by the Grahams and the Law Society to strike them from the roll of attorneys. As to the main relief, counsel contended that a separate application by the Law Society to remove the respondents' names from the roll is not necessary, and that its purpose is already catered for by the amendments sought to be effected to the Grahams' notice of counter-application. A separate application would require a different court to become seized of the matter, leading, in turn, to a duplication of work and a waste of judicial resources.

[13] Counsel further contended that the Law Society's application contains no new evidence, but simply repeats the evidence that is already before Court, which comprises, among others, the following: the Faris report referred to earlier; the



judgment of the Law Society's Investigating Committee, which recommended that the respondents should face ten (10) charges of unprofessional and dishonourable conduct arising from various complaints laid against the respondents with the Law Society; the inspectors' reports, whose findings are referred to above; two judgments of this court in terms of which Messrs Ronald and Darren Bobroff were: (a) found guilty by Matojane J of contempt of court; (b) found by Murphy J to have been obstructionist in the implementation of the order of Mothle J; the Grahams counter-application; as well as the Law Society's application for the striking off.

[14] Mr *Unterhalter* was keenly aware of the potential prejudice to the respondents as a result of the amendment to bring into consideration, a prayer to have their names removed from the roll of attorneys. This is so because the respondents have not, before 23 February 2016, been confronted with such a case. To counter this argument, counsel contended that such prejudice does not arise because the respondents have been afforded exhaustive opportunities to answer to the allegations levelled against them, despite which, they had deliberately elected to remain silent.

[15] On the other hand, Mr *Trengove* SC, for the Law Society, opposed the amendments sought by the Grahams, and in particular, that the respondents be struck off the roll summarily. He contended that deference should be accorded to the Law Society's separate application, which, according to him, was a more comprehensive one. Furthermore, it would be more efficient to have a separate application, rather than amending the existing application of the Grahams, which is beset with onerous procedural considerations relating to objections and opportunity to reply, which could lead to substantial delays. Substantively, Mr *Trengove* argued that the procedure for the summary removal of the respondents from the roll, as proposed on behalf of the Grahams, would infringe the trite *audi alteram* principle. Counsel reiterated that the respondents had been confronted with that possibility only on 23 February 2016, to which they are entitled to respond. Mr *Cassim* SC, for the respondents, largely aligned himself with Mr *Trengove's* submissions and opposed the amendments sought by the Grahams to introduce a prayer for the summary removal of the respondents' names from the roll of attorneys.

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[16] The transgressions which the respondents are accused of are of a very serious nature, indeed. I have already sketched a summary of the alleged transgressions. For the very reason that the allegations are so serious, and the repercussions for the respondents so far-reaching in the event they are found guilty of such transgressions, the respondents should be afforded a fair and adequate opportunity to respond to those allegations. They should be able to state their case in the normal manner. My view is informed by the simple dictate that even one against whom the evidence of wrong-doing seems overwhelming, there should be a fair and reasonable opportunity for them to meet those allegations in the ordinary manner.

[17] There is a further, more practical reason why the summary removal of Messrs Ronald and Darren Bobroff is inappropriate at this stage. Their co-director, Mr Stephen Bezuidenhout, is not part of the counter-application by the Grahams, i.e. the Grahams have not sought to have his name removed from the roll. He is, however, a respondent in the application by the Law Society, which seeks to have his name removed from the roll of attorneys, together with Messrs Ronald and Darren Bobroff. If the latter's names are removed from the roll on the Grahams' counter-application, the Law Society's application in respect of Mr Bezuidenhout would still have to proceed, resulting in a piece-meal disposal of the matter. I therefore take a view that the Law Society's application, to the extent Mr Bezuidenhout is a respondent in it, offers a more convenient avenue to deal comprehensively with all allegations pertaining to the firm and its directors. For the above reasons, I am not inclined to accede to the Grahams' request for summary removal of Messrs Ronald and Darren Bobroff from the roll of attorneys, or to issue a *rule nisi* against them.

[18] There was a general consensus among all counsel that in the light of the finding by the Law Society's inspectors that the trust creditors of the firm were at risk, Messrs Ronald and Darren Bobroff have to be suspended from practice pending the determination of the relief sought to have their names removed from the roll at the instance of the Grahams and the Law Society. That is the order I am inclined to make. However, the nature and extent of that order has been affected by yet another development in the matter. Shortly after we heard the matter and reserved judgment,

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media reports surfaced, suggesting that Messrs Ronald and Darren Bobroff had left the country for Australia, allegedly in order to evade arrest by the Directorate For Priority Crime Investigation (the Hawks) in connection with alleged fraud involving the Road Accident Fund claims previously handled by them.

[19] That development, together with the alleged sale of the business of the firm referred to earlier, prompted the Law Society to conduct an investigation into the accounting records and practice of the firm. As a result of the findings pursuant to that investigation, the Law Society sought, on an *ex parte* and urgent basis, an order appointing its head: members affairs, as *curator bonis* to administer and control the accounts of the firm. The relief sought by the Law Society was granted by this Court (Mabuse J) on 24 March 2016. It is a detailed order, making provision for the appointment of a curator, vested with extensive powers associated with such appointment. It, in a way, takes care of part of what I would have ordered, in the event of suspension of the respondents. Obviously, that order does not address other pertinent issues raised in the present application, such as the sale agreement in respect of the firm, referred to earlier, in respect of which there is still a need to make an order.

[20] To sum up. Messrs Ronald and Darren Bobroff must be suspended from practising as attorneys, pending the determination of the applications to remove their names off the roll of attorneys. Most of the orders which would ordinarily have been made ancillary to the suspension, are catered for in the order of this Court made on 24 March 2014, referred to above. As a result, it is not necessary to include them in the order I am about to make. The Grahams' applications to amend their counter-application in order to introduce a prayer for the removal of the respondents from the roll of attorneys, should be granted, and the amended counter-application should be postponed, to be heard simultaneously with the Law Society's application for the same relief.

[21] What remains to briefly comment on is the urgent interdict application by the Grahams concerning the agreement selling the business of the second respondent to Taitz & Skikne. The latter had initially indicated that they needed an opportunity to

file an answering affidavit thereto. On 6 April 2016 the said attorneys wrote a letter to us, indicating that in the light of the recent developments, and in particular the fact that Messrs Ronald and Darren Bobroff had left the country, and the Law Society's urgent application culminating in the appointment of a curator, it was no longer necessary to file an answering affidavit to that application, as Taitz & Skikne are 'directly dealing with the appointed curator...' That might be the *de facto* situation, but the fact is that there is an application before us, which we must dispose of.

[22] The upshot of Taitz & Skikne's stance in electing not to file an answering affidavit, is that the application by the Grahams for an interdict in respect of the business sale agreement is unopposed. In my view, a proper case has been made for the relief sought. If not granted, the agreement has the potential to render any order of suspension nugatory. It might well be that the curator and Taitz & Skikne have come to some arrangement regarding client files, but a court order is necessary to give effect to the regulation of the client records purportedly sold to Taitz & Skikne.

[23] What is more, a careful regard to the order granted at the instance of the Law Society on 24 March 2016 shows that no specific mention is made of the business sale agreement and its implications. For the above reasons, and for completeness' sake, I deem it prudent to make an order in that regard. Accordingly, the application must be granted. The Grahams had initially sought an interim interdict with a *rule nisi* calling upon interested parties to show cause on a return date, why the sale agreement should not be declared unlawful and set aside. In light of the developments referred to above, it is no longer necessary to first issue a *rule nisi*. A permanent interdict is called for under the circumstances.

[24] With regard to the further conduct of the application by the Law Society, I do not deem it necessary to give directives in that regard. The normal time periods in terms of the Uniform Rules of Court would have applied. Should a need arise for case management of the application, the parties may approach the office of the Deputy Judge President for further directives. With regard to the hearing of the two applications (by the Grahams and the Law Society) a suggestion was made during the hearing of the present applications that this Court as presently constituted should

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be seized of the applications, since the same issues arise in those applications as they presently are before us. The allocation of special motions is the prerogative of the Judge President and the Deputy Judge President, to whom we shall convey the proposition.

[25] Finally, the issue of costs. In my view, costs should be reserved for determination with the Graham's and Law Society's respective applications referred to above. The Court seized of that application would be best placed to make a costs order, having had regard to all the factors. One of the key points of disagreement between the Grahams and the Law Society (supported by the respondents) is that the Grahams have *no locus standi* to apply for the removal of the respondents' names from the roll of attorneys, except in the narrow circumstances referred to by Mothle J in paras 79 – 82 of his judgment. The Court seized of the applications would have to pronounce itself, among others, on whether those circumstances are present in this case, and even, whether the remarks by Mothle J represent the correct approach. Costs should therefore be reserved.

[26] In the result I make the following order:

1. The third respondent (Ronald Bobroff) and the fourth respondent (Darren Bobroff) are suspended from practising as attorneys and conveyancers of this Court pending the determination of the applications of the Law Society and of the first and second applicants in the main application (the Grahams) to strike their names from the roll of attorneys;
2. The order of suspension of the third and fourth respondents is subject to, and in conjunction with, the order of this Court granted under case number 24456/2016;
3. The third and fourth respondents are ordered to immediately surrender and deliver to the Registrar of this Court, their certificates of enrolment as attorneys and conveyancers;







4. In the event that the third and fourth respondents fail to comply with the preceding paragraph within two weeks from the date of this order, the sheriff of the district in which the certificates are located, is authorised and directed to take possession of the certificates and to hand them to the Registrar;
5. The second, third and fourth respondents, together with Taitz & Skikne Attorneys and Rael Zimmerman are interdicted and prevented from implementing or effecting any transfers and deliveries (including but not limited to, transfers of moneys held by the second respondent in its business and trust accounts, and deliveries of client files and documents) pursuant to the sale of business agreement referred to above;
6. The second, third and fourth respondents, together with Taitz & Skikne Attorneys and Rael Zimmerman, are ordered, within 24 hours of this order, to reverse any transfers and deliveries effected pursuant to the sale of business agreement referred to above;
7. All moneys, files and documents that were transferred and delivered to Taitz & Skikne Attorneys and/or Rael Zimmerman, must be placed under the control of the curator appointed in terms of the order of this Court issued under case number 24456/2016;
8. The Sheriff of this Court with the necessary jurisdiction is authorised and directed to do all things necessary to reverse any transfers and deliveries effected pursuant to the sale of business agreement referred to above, if the second, third and fourth respondents and/or Taitz & Skikne Attorneys or Rael Zimmerman, should fail to do so within 24 hours of this order.
9. The application for the amendment of the Graham's counter-application dated 23 February 2016 in terms of which the Grahams seek to introduce a prayer for the removal of Messrs Ronald and Darren Bobroff from the roll of attorneys, is granted;



- 10. The counter-application launched by the Grahams (as amended) for the removal of the third and fourth respondents from the roll of attorneys, and the Law Society's application for the removal of the third respondent, the fourth respondent and Mr Stephen Bezuidenhout, from the roll of attorneys, are postponed *sine die*, subject to the directives by the Deputy Judge President with regard to the allocation of a date of hearing;
- 11. The applications referred to in para 10 above, shall be heard simultaneously on a date to be determined by the Deputy Judge President;
- 12. The costs of the applications are reserved for determination with the applications referred to in para 10 above.

  
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 M. Makgoka  
 Judge of the High Court

I agree

  
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 M. Ismail  
 Judge of the High Court


Date of hearing: 14 March 2016

Date of judgment: 26 April 2016

For the applicant: Adv. W Trengove SC  
Adv. HJL Vorster

Instructed by: Rooth & Wessels Inc., Pretoria

For the first and second applicant: Adv. DN Unterhalter SC  
Adv. M Du Plessis  
Adv. J Mitchell

Instructed by: Edward Nathan Sonnenbergs, Cape Town  
c/o Weavind & Weavind Inc, Pretoria

For the respondent: Adv. NA Cassim SC  
Adv. H Khan  
Adv. V September

Instructed by: Taitz & Skikne Attorneys, Johannesburg  
c/o Röntgen & Röntgen Inc., Pretoria

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BOBROFF, DARREN RODNEY

Third Respondent

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FOUNDING AFFIDAVIT

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I, the undersigned

RONALD BOBROFF

do hereby make oath and state: -

DEPONENT'S DESCRIPTION

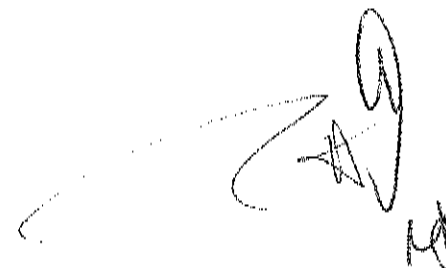
1. I am the Second Applicant and am a major male legal practitioner and am temporarily residing at 26 Warimoo Street, St. Ives, Sydney, Australia.
2. Until my departure from South Africa on the 19<sup>th</sup> March 2016, I was permanently residing at 40 Pentrich Road, Victory Park Estate, Johannesburg and which address continues to be my permanent residential address (my spouse currently resides at this address and is the owner of the immovable property situate thereat).
3. I have a right to reside permanently in Australia.



4. The facts herein contained are, save or where otherwise indicated, within my own personal knowledge and are true and correct.
5. I annex hereto as Annexure "A" a confirmatory affidavit of the Third Applicant in regard to his support of this application and to those matters where I refer to him in this affidavit.

#### IDENTITY OF THE PARTIES

6. The First Applicant is **RONALD BOBROFF AND PARTNERS INC.** duly registered and incorporated in accordance with the Company Laws of the Republic of South Africa and having its principal place of business at 37 Ashford Road, Rosebank, Johannesburg.
7. The Third Applicant is **DARREN RODNEY BOBROFF**, my son, temporarily residing at 26 Warimoo Street, St. Ives, Sydney, Australia. Until the Third Applicant's departure from South Africa on the 16<sup>th</sup> March 2016, the Third Applicant was resident at 13A Pentrich Road, Victory Park Estate, Johannesburg, which property continues to be registered in the Third Applicant's name and is the subject matter of a rental arrangement.
8. The First Respondent is **YASMIN MOTARA**, an adult female, whose present place of residence and/or place of employment is unknown to me, who at all material times has been represented by Attorneys Norman Berger & Partners Inc., ("NBP") and more specifically Mr A Millar ("Millar").

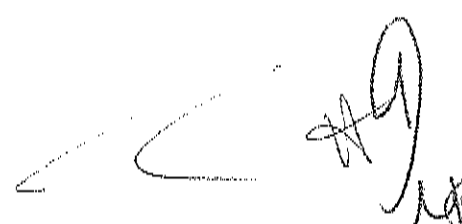
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9. The Second Respondent is JOHAN VAN STADEN N.O., an adult male, the Head: Members' Affairs, of the Law Society of the Northern Provinces, he being cited in this application in his capacity as the curator duly appointed by the Court to administer and to control the trust bank accounts of the First Applicant and certain bank accounts of its directors (the Third Applicant, the Fourth Respondent and myself). No relief is sought against the Second Respondent, he having been cited in this application as he may have an interest in the outcome thereof.
10. The Third Respondent is RAEL ZIMERMAN, an adult male, a duly admitted and practising attorney, he conducting business under the name and style of Taitz & Skikne and at 2<sup>nd</sup> Floor, Park Centre, Jan Smuts Avenue, Rosebank, Johannesburg. No relief is sought against the Third Respondent, he having been cited in this application as he may have an interest in the outcome thereof.
11. The Fourth Respondent is STEPHEN BEZUIDENHOUT, a legal practitioner practising as such from premises at 37 Ashford Road, Rosebank, Johannesburg. No relief is sought by my co-applicants and myself against the Fourth Respondent, he having been cited in this application as he may have an interest in the outcome thereof.

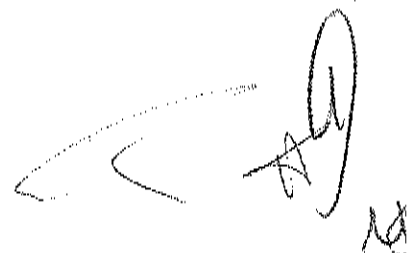
#### AUTHORITY AND LOCUS STANDI OF THE APPLICANTS

12. The First Applicant is an incorporated legal practice, as contemplated in section 23 of the Attorneys' Act, No 53 of 1979, the shareholders and directors are:-


12.1. myself, I owning 50% of the issued share capital of the First Applicant; and

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- 12.2. the Third Applicant and who owns 25% of the issued shares capital of the First Applicant; and
- 12.3. the Fourth Respondent who owns 25% of the issued share capital of the First Applicant.
13. For some time prior to 26 April 2016, the Applicants have been embroiled in a number of legal disputes relating to the practice of the First Applicant and which ultimately resulted in the Law Society of the Northern Provinces (LSNP) instituting an application against the Third Applicant and myself to suspend us from practising as attorneys.
14. I annex hereto as Annexure "B" a copy of a judgment handed down on the 26<sup>th</sup> April 2016. In that judgment the Third Applicant and I were suspended from practising as attorneys and conveyancers and we were ordered to surrender to the LSNP our certificates of enrolment as attorneys and conveyancers (we have not been struck from the roll of attorneys, nor have our Fidelity Fund Certificates been cancelled; they remain valid until they expire). I record that the Third Applicant and I intend opposing the application by the LSNP for our striking from the roll of attorneys.
15. The Third Applicant and I respectfully submit that the relevant orders in Annexure B do not result in our automatic removal as directors of the First Applicant i.e. we accordingly contend that we remain directors of the First Applicant, and are entitled to conduct its affairs, within the narrow compass that remains, given the judgment referred to hereinabove.

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16. I annex hereto as Annexure "C" the minutes of the First Applicant's board of directors, held on the 23<sup>rd</sup> June 2016, which extends the authority to the First Applicant to launch this application, and for me to depose to this affidavit.
17. I draw attention to the fact that the Fourth Respondent did not attend the meeting on account of the fact that the Fourth Respondent (with whom the Second Respondent is alleged to concur) believes that the effect of the Order of suspension disqualifies the Third Applicant and myself from being directors of the First Applicant - I am advised that the Fourth Respondent is incorrect in this view, but this will be a matter for submission at the hearing of this application and accordingly the appropriate legal argument will be addressed at the hearing of this application.
18. I also draw attention to the fact that the Third Applicant and I are in the process of furnishing notice to the Fourth Respondent of a meeting at which his competence to act as a director of the First Applicant will be debated, and where he may be removed as a director of the First Applicant - the reason for this arises from the Fourth Respondent's gross negligence and dereliction of fiduciary duties in attending to the affairs of the First Applicant, as will be described herein below (the Fourth Respondent however, consistent with the view described above, does not recognise our capacity to have convened the meeting which gave rise to Annexure C).
19. I contend that the dispute as recorded in paragraph 18 is not required to be resolved for the purpose of this application, as the Third Applicant and I in any

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event both have the necessary standing to bring this application as shareholders of the First Applicant.

20. The Third Applicant and I draw attention to the fact that in this application we do not seek to practise as attorneys per se. The Third Applicant and I seek to protect our own personal financial interests in our own names as well as independent interests, as shareholders in the First Applicant.

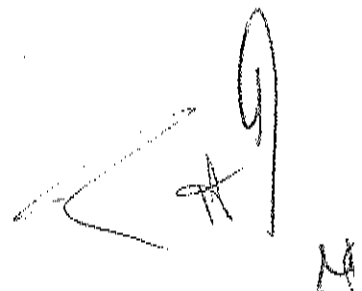
21. In the event that it is determined that Third Applicant and I are no longer directors of the First Applicant, which we dispute, we accordingly are applicants in these proceedings both in our personal capacities and in our capacities as shareholders of the First Applicant.

THE BUSINESS OF THE FIRST APPLICANT, ITS CURRENT STATUS AND THE CURRENT STATUS OF THE SECOND AND THIRD APPLICANTS AND THE FOURTH RESPONDENT

22. On the 11<sup>th</sup> March 2016 the First Applicant sold its business to the Third Respondent, a sole practitioner trading under the name Taitz and Skikne. Prior to that event, the First Applicant was a successful attorneys' business having a successful period of history spanning 40 years.

23. To the best of my knowledge, the First Applicant has not actively conducted business from the 11<sup>th</sup> March 2016 and more specifically it has not accepted new instructions and new mandates from members of the general public.

24. On 24 March 2016, the Second Respondent was appointed as a curator over the First Applicant's bank accounts, and which bank accounts relate to matters such as trusts and/or deceased estates and/or insolvent estates, under and by virtue of a Court Order obtained by the Law Society of the Northern Provinces, a copy whereof I annex hereto as Annexure "D" - I stress that the curatorship over the First Applicant's accounts pertains to the First Applicant's trust accounts and certain of the Third Applicant's and my other accounts (should there be any in regard to accounts pertaining to trusts, deceased and/or insolvency matters) i.e. it does not apply to the First Applicant's business account.
25. The sale of the business of the First Applicant and the application for the appointment of the Second Respondent as curator occurred already before the Third Applicant's and my departure from South Africa on the 16<sup>th</sup> and 19<sup>th</sup> March 2016 respectively. The Fourth Respondent together with the Third Applicant and myself, notwithstanding the Third Applicant's and my departure from South Africa, remained responsible to wind down the affairs of the First Applicant, which involved in the main, the finalisation of the collection of fees owed and the discharge of amounts owing to its creditors i.e. any surplus that is ultimately left from the winding down of the affairs of the First Applicant, is the entitlement of its shareholders. In addition to the winding down of the affairs of the First Applicant the Fourth Respondent was obliged to safe guard the interests of the First Applicant's business including and ensuring that the Third Respondent continued with his opposition to various legal actions and/or applications that had been instituted by various clients of attorney A Millar.

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26. As is indicated in Annexure D:-

26.1. the sale by the First Applicant of its business to Taitz & Skikne (the Third Respondent) was set aside; and

26.2. the Third Applicant and I were suspended from practising as attorneys and conveyancers and pending the determination of applications by the LSNP and by Jennifer Graham and Matthew Graham for our permanent striking from the Roll of Attorneys.

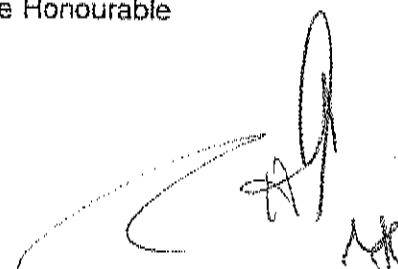
27. The Third Applicant and I contend that the Orders in Annexure D did not affect our rights as shareholders and directors of the First Applicant.

THE APPLICATION BY THE FIRST RESPONDENT AGAINST THE FIRST TO THIRD APPLICANTS

28. In or about January 2010, the First Respondent instructed the First Applicant to institute and prosecute an action for damages arising from personal injuries suffered by him, against the Road Accident Fund ("the RAF"). The legal proceedings were then instituted ("the RAF Action").

29. Subsequent to the institution of the RAF Action, and after years of litigation, it was settled and amounts that accrued to the First Respondent were paid by the RAF to the First Applicant on behalf of the First Respondent.

30. On or about the 15<sup>th</sup> January 2015 the First Respondent, represented by NBP and more specifically Milliar launched an application out of the above Honourable

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Court (the "Main Application") against my co-applicants and me for relief in the terms as set out in a notice of motion, a copy whereof I annex hereto as Annexure "E". In the Main Application, the First Respondent sought:-

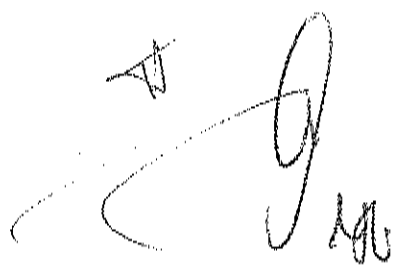
30.1. to set aside a percentage contingency fee agreement that had been concluded by the First Respondent and the First Applicant; and

30.2. to obtain an order for the payment of a sum of money deducted by the First Applicant for the services rendered in concluding the first respondent's litigation into a trust account, pending the outcome of a taxation process that it was alleged would result in determining the precise amount to which the First Applicant would be entitled; and

30.3. interest and costs against the Applicants, jointly and severally.

31. My co-applicants and I opposed the relief sought by the First Respondent in Annexure "E" and thereafter the Third Applicant deposed to an answering affidavit, a copy whereof I will arrange that Cameron will annex hereto as Annexure X the contents whereof I beg leave to be incorporated herein as if specifically pleaded.

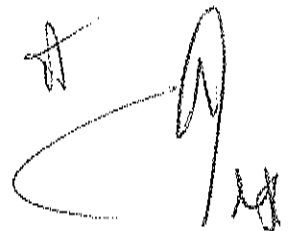
32. I draw attention to the fact that the First Respondent and many other persons who were previously represented by the First Applicant in claims against the RAF are now all represented by NBP Attorneys and more specifically by Mr A Millar, (he being the current chairperson of the LSNP), Millar being a "panel attorney" for

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Discovery Health Limited, i.e. the First Applicant has not been involved in any other litigation by ex-clients.

THE DEPARTURE OF THE SECOND AND THIRD APPLICANTS FROM SOUTH AFRICA

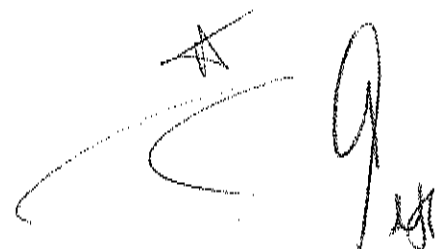
33. For a considerable period prior to the 19<sup>th</sup> March 2016, the in-house medical costs debt collector of Discovery Health Limited, Mr J Katz, stated in "tweets", orally and having being reported in print media articles that the Hawks were in the process of investigating the conduct of the Third Applicant, the Fourth Respondent and myself based on allegations of frauds and thefts by Millar and the attorney for Discovery Health Limited, Mr G Van Niekerk, relating to LSNP compliant common law contingency agreements that the First Applicant had concluded with a number of clients of the First Applicant.
34. On the 15<sup>th</sup> March 2016, I was anonymously advised that the wellbeing of the Third Applicant, the Third Applicant's spouse and myself was in grave and imminent danger – this anonymous "tip-off" was taken very seriously by the Third Applicant and myself and where after we decided as we reasonably and genuinely feared for our safety and well-being in the prevailing circumstances, to depart from South Africa, the idea being that we would remain away for a short period of time whilst the anonymous tip-off allegations could be investigated – these investigations have not been completed and I am not at liberty to indicate the nature of the investigations (what is even more disturbing is that a further "tip-off" was communicated to me to the effect that my spouse was to be arrested by the Hawks and within a short period of time of such tip-off, my spouse was in fact



unlawfully, maliciously and intentionally arrested without a warrant of arrest, on 21<sup>st</sup> March 2016 and was incarcerated and unlawfully detained for one night until a successful bail application the next day). I furthermore draw attention to the fact that the "trumped up" charges of the State against my spouse were withdrawn on the 1<sup>st</sup> July 2016.

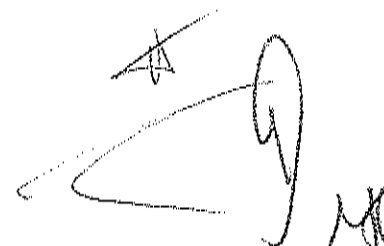
"SETTLEMENT" OF THE FIRST RESPONDENT'S APPLICATION AND OTHER SIMILAR APPLICATIONS

35. When the Third Applicant and I departed South Africa, we left oral instructions with the Third Respondent to act in relation to the First Applicant's affairs. The Third Respondent was at all times aware that the First Applicant would never capitulate in regard to its opposition to any of the pending applications, including the Main Application. Similarly, the Fourth Respondent was aware that he had no authority (absent the express consent of the Third Applicant and myself) to conclude any settlement agreements of whatsoever nature with any party and/or attorney that had any purported claims against the First and/or Third and/or Fourth Respondents and me.
36. I annex hereto as Annexure "F", 9 similar applications and which involved ex-clients of the First Applicant and in which applications these applicants have sought similar relief to that sought by the First Respondent in the Main Application. I wish to stress and reiterate that the Third and Fourth Respondents never had any authority to conclude any settlement agreements pertaining to these applications i.e. the Third and Fourth Respondents were required to engage

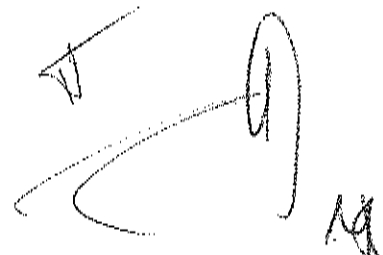
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with the Third Applicant and me first in order to act in connection with any settlement pertaining to these applications.

37. On any number of occasions during the week of the 28<sup>th</sup> March 2016, I attempted to telephonically communicate with the Third and Fourth Respondents in order to determine from them how certain matters indicated in Annexure "F" were proceeding.
38. On a date which I do not recall (in the first half of April 2016), I managed to telephonically contact the Third Respondent to enquire how the matters indicated in Annexure "F" were progressing.
39. During the course of the telephonic discussion indicated in paragraph 38 above:-
- 39.1. the Third Respondent indicated that he had settled the matters (it was my impression at that stage that he had "settled" all of them and that he had signed all the settlement agreements on behalf of my co-applicants and myself – only later did I find out and appreciate that the Third Respondent had only signed one settlement agreement, and on behalf of the First Applicant, and involving 4 individuals) – at that stage the Third Respondent had not advised me those settlement agreements had been made an order of court as I only determined this when I eventually received copies of the settlement agreements; and

A handwritten signature consisting of a large, stylized letter 'G' with a horizontal line extending to the left. To the right of the 'G' are the initials 'MH'.

- 39.2. on being advised on that matter indicated in paragraph 39.1 above, I enquired from the Third Respondent as to what those settlement agreements encompassed; and
- 39.3. in response to my question indicated in paragraph 39.2 above, the Third Respondent indicated that he had successfully achieved a very favourable settlement and more specifically had managed to agree that the First Respondent would not require the First Applicant to pay into the trust account of his attorneys the amount that the First Applicant had retained towards its fees and disbursements in the RAF actions instituted i.e. the First Applicant would attend to the taxation of its fees and disbursements and once this amount had been determined, then the difference between that amount and the amount originally retained (as fees) would then be repaid to the First Respondent; and
- 39.4. at the end of my conversation with the Third Respondent and when he advised me of those matters indicated in 39.3, I expressed my total dismay as to the Third Respondent's conduct and lack of express instructions from me in regard to the settlement of the applications on the terms that he settled same, I immediately demanded that he transmit to me all 10 of the settlement agreements, which demand the Third Respondent undertook to comply with. I furthermore demanded and instructed the Third Respondent to commence with the drafting of the relevant Court applications in order to rescind what amounts to a consent to judgment document (although the Third Respondent undertook to do so, he has failed to do so to date and any

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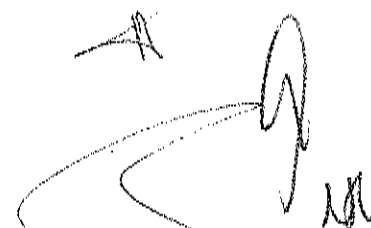
number of attempts by me to determine from him as to whether he was doing so have failed).

- 40. Despite the Third Respondent's undertaking to furnish me with copies of the settlement agreements, he failed to do so and where after I instructed an agent to attend at the First Applicant's place of business (which the Third Respondent was occupying at that stage until the 1<sup>st</sup> June 2016) and where after the agent obtained copies for me of all of the settlement agreements entered into and transmitted same to me.
- 41. Upon receipt of the settlement agreements, I then established that the Fourth Respondent had signed the majority of the settlement agreements and in one instance only the Third Respondent had signed one of them.
- 42. It is self-evident to the Applicants that the First Respondent (no doubt through Millar), has illegitimately stolen a march on the applicants, exploiting the Third Applicant's and my absence from South Africa and the malleable wills of the Third and Fourth Respondents to obtain rights to which the First Respondent is not entitled.

THE FOURTH RESPONDENT'S LACK OF AUTHORITY TO SIGN THE CONSENT TO JUDGMENT AND MORE SPECIFICALLY THE SECOND PAGE OF ANNEXURE "G" AND INITIALLING ANNEXURE "A" THERETO (ANNEXURE "G")

A handwritten signature, possibly 'G', with a large flourish and a checkmark above it. To the right of the signature are the initials 'AT'.

43. I annex hereto the settlement document pertaining to the First Respondent marked Annexure "G" and I furthermore annex hereto as Annexure "H" the "draft" court order in connection with this document.
44. The Fourth Respondent appended his signature to the second page of Annexure "G" and did so in his capacity as a director "of the Respondent" (the First Applicant in the main application). It is respectfully submitted that when the Fourth Respondent signed Annexure "G" he did so on behalf of the First Applicant only.
45. As I indicate herein below, the Fourth Respondent had no authority to conclude a settlement agreement between the First Applicant and the First Respondent. In fact, prior to my departure from South Africa, I (personally and on behalf of the Third Applicant) orally instructed the Third Respondent that on no account should he agree to anything concerning the First Respondent's Main Application (as well as the other applications in the other 9 matters) unless the express authority of the Third Applicant and myself (as directors of the First Applicant) was first obtained – the Third Applicant and I were a simple "telephone call away" and communication by email was easily available and accessible (the Fourth Respondent had unlawfully and without any authority had previously entered into a secret and unauthorised settlement with Millar in a matter concerning a Dr Read).
46. As I have recorded hereinabove, the Fourth Respondent is 1 of 3 directors of the First Applicant and as I have furthermore indicated hereinabove that the Fourth Respondent is only a 25% shareholder, i.e. the Third Applicant and I are the majority shareholders of the First Applicant.

A handwritten signature in black ink, consisting of a large, stylized initial 'G' followed by a vertical stroke and a small flourish. To the right of the signature are the initials 'ML'.

47. In appending his signature to the second page of Annexure "G", the Fourth Respondent had no authority from the First Applicant's board of directors to do so and never had any authority to sign the second page of Annexure "G" on behalf of the Third Applicant and myself. Millar has construed that the Fourth Respondent's signature to Annexure "G" purports not only to bind the First Applicant but also the Third Applicant and myself to the terms and conditions indicated in Annexure "H").

**PURPOSE OF THIS APPLICATION AND THE RELIEF SOUGHT**

48. This application is accordingly in terms of:-

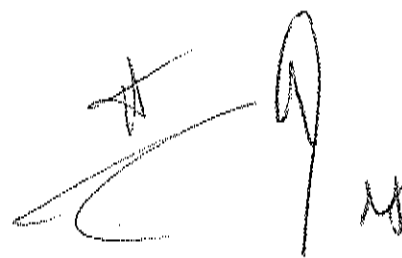
48.1. the common law; and

48.2. Rule 42(1) of the Uniform Rules of Court.

49. In this application, my co-applicants and I seek to rescind the order/judgment granted by the above Honourable Court on the 4<sup>th</sup> April 2016.

50. As I will indicate herein below I submit that the judgement order should be rescinded for the reason that it was erroneously sought and/or erroneously granted in the absence of the Third Applicant and myself and as contemplated in Rule 42 (1) of the Uniform Rules of Court.

51. The Third and First Applicants and I furthermore contend, for those reasons indicated herein, that the judgment order should be set aside on the basis that good and sufficient cause exists –my co-applicants and I also seek orders

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consequential upon the setting aside of the Order in relation to taxation of bills of costs and writs of execution issued pursuant thereto, and the refund of money paid pursuant to these impugned processes.

RELEVANCE OF RULE 31(1)(b) OF THE UNIFORM RULES OF COURT

52. My co-applicants and I have been advised that the document (Annexures G and H annexed hereto) signed by the Fourth Respondent (purportedly on behalf of the First Applicant only) is generally described as a confession or "consent to judgment". This is evident from the correspondence between the order agreed to and the terms of the Notice of Motion in terms of which the application was made.

53. For the sake of convenience, I quote Rule 31(1)(b):-

*(b) Such confession shall be signed by the Defendant personally and his signature shall either be witnessed by an attorney acting for him, not being the attorney acting for the Plaintiff, or verified by affidavit."*

54. My co-applicants and I respectfully submit that the consent to judgment (evidenced by Annexures "G" and "H") falls within the ambit of Rule 31 and that the failure by the Third Respondent (the attorney for my co-applicants and myself) in not having witnessed the signature of the Fourth Respondent permits the First Applicant, the Third Applicant and myself to have the consent to judgment set aside in terms of Rule 42, same having been erroneously sought and granted.

55. It is my understanding that Annexures "G" and "H" were drafted by Millar and thereafter presented by Millar to the Third Respondent in order that he could then

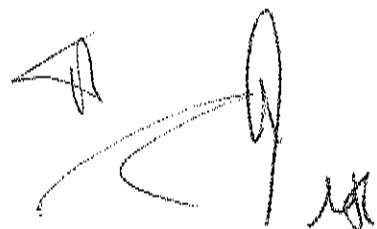
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instruct the Fourth Respondent to sign same (it is furthermore my understanding that the Fourth Respondent's signature to the second page of Annexure "G" and the Initialling by him of Annexure "A" thereto took place at the First Applicant's business premises).

56. I further, and in the alternative, respectfully submit that the Orders should be set aside on Common Law grounds, given the lack of agreement by authorised representatives of the applicants to the settlement document that was made an Order of Court.

PURPORTED INSTRUCTIONS FROM FAMILY MEMBERS TO THE THIRD RESPONDENT

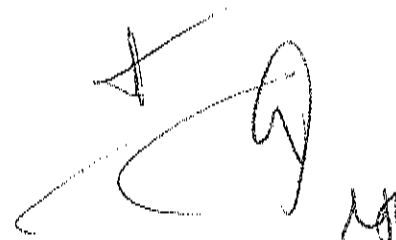
57. It is both necessary and prudent for me to record that when the Third Applicant and I departed South Africa on the 16<sup>th</sup> and 19<sup>th</sup> March 2016 respectively, neither of us authorised any family members to act on our behalf and/or on behalf of the First Applicant.
58. The family members I am referring to in paragraph 57 are my spouse, my two daughters and for that matter their respective husbands.
59. The family members indicated in paragraph 57 above have never had any involvement in the business and affairs of the First Applicant and have very little legal experience which would then "equip" them to make any decisions (however noble) on behalf of my co-applicants and myself.

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60. The reason why I am referring to those matters indicated above is that at a meeting on the 14<sup>th</sup> June 2016 and attended by Cameron and Fischer, the Third Respondent advised them that he signed one of the settlement agreements and instructed the Fourth Respondent to sign the other settlement agreements as a consequence of instructions from "the family".
61. The Third Applicant and I deny the existence of the instructions which allegedly emanate from "the family" i.e. the Third and Fourth Respondents were only entitled to take instructions from the Third Applicant and me.

THE FAILURE BY THE FOURTH RESPONDENT TO LAUNCH APPLICATIONS TO RESCIND AND SET ASIDE THE ALLEGED SETTLEMENT AGREEMENTS

62. Notwithstanding my demand (in my own name and in the name of the First and Third Applicants) that the Fourth Respondent take steps to rescind the settlement agreements (including those reflected in Annexure F) that is evidenced by Annexures "G" and "H", the Fourth Respondent, and for reasons best known to himself, has not done so.
63. By the beginning of June 2016, I had decided that I could no longer rely upon the Fourth Respondent to take steps to rescind the settlement agreements.
64. Through the offices of a colleague and after a passage of a short period of time, attorney Cameron was recommended to me as being an attorney who had the necessary ability and experience to take steps to rescind and to set aside the settlement agreements.

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65. On or about the 13<sup>th</sup> June 2016, I telephonically instructed Cameron to represent the First Applicant, the Third Applicant and myself.

66. On the 14<sup>th</sup> June 2016 Cameron met with the Third and Fourth Respondents at the First Applicant's place of business (the meeting was also attended by the auditor of the First Applicant, Andrew Fischer, his confirmatory affidavit is annexed hereto as Annexure "I"). Cameron has advised me that at the meeting:-

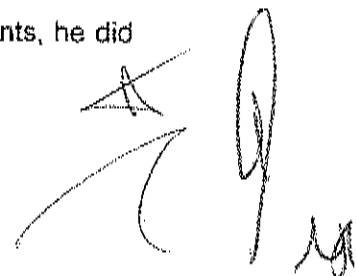
66.1. the Fourth Respondent:-

66.1.1. confirmed that when he signed the majority of the settlement agreements, he only signed them on behalf of the First Applicant and that when he signed same, he did so on the advice and instructions of the Third Respondent; and

66.1.2. confirmed that when he signed the majority of the settlement agreements, he did not sign those for and on behalf of the Third Applicant and myself; and

66.1.3. indicated that if my co-applicants and I instituted legal proceedings to set aside the settlement agreements, then he would not furnish any affidavit in regard thereto and no cooperation would be afforded by him but that he would not oppose this intended course of action;

66.2. the Third Respondent confirmed that when he signed one of the settlement agreements (involving 4 persons) and when he instructed the Fourth Respondent to sign the majority of the other settlement agreements, he did

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a large, stylized signature, a smaller signature, and a set of initials.

so on the instructions of the "family" and when Cameron questioned as to the identity of these family members, he indicated that he was referring to my spouse and my two adult daughters (who reside in South Africa).

67. I contend that the Third and Fourth Respondents have shown a singular lack of mettle and abandoned their responsibilities – in the Third Respondent's case to the Applicants as their attorney; and in the Fourth Respondent's case, to the First Applicant as one of its directors.

#### THE EXECUTION BY CAMERON OF HIS MANDATE

68. Shortly after the meeting indicated in paragraph 66, Cameron requested that the Third and Fourth Respondents make available to him all of the files relative to the settlement agreements and in regard to those applications reflected in Annexure F hereto.
69. A search of a number of offices was undertaken and a number of lever arch files which related to 2 matters were located (these were the files of counsel) and these files related to the First Respondent's Main Application and the application by a certain Yasmin Motara against my co-applicants and me.
70. In regard to the other 8 files relating to the other settlement agreements entered into, the Third Respondent undertook to locate their whereabouts and in order that Cameron could be furnished with same.
71. Notwithstanding searches and enquiries undertaken by the Third Respondent, the 8 files have not been located and Cameron to date has only located one court file

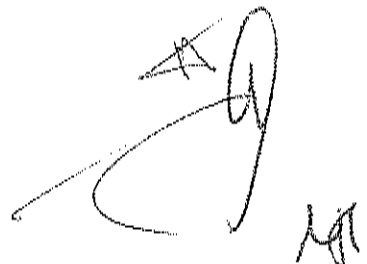
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(relating to Mr C P Biljon) in order that he could arrange for their contents to be photocopied and for the purposes of launching similar applications to this one.

### CONDONATION

72. As I have recorded hereinabove I only became aware of Annexures G and H on the 20<sup>th</sup> April 2016 and where after I demanded from the Third Respondent that he immediately take steps to have rescinded and set aside the settlement agreement which was made an order of court on the 4<sup>th</sup> April 2016 – he has failed to do so.
73. As I furthermore indicated hereinabove my attempts to identify a competent attorney to represent me and my co-applicants and the attempts by that person, attorney Cameron, has caused further delays relative to the launch of this application (the belligerent attitude and stance of the Third and Fourth Respondents has further exacerbated the delay in launching this application).
74. Subsequent to attorney Cameron being mandated to represent the First and Third Applicants and me many draft affidavits have been drafted by him. In view of the importance of this application including the far reaching financial consequences I have sought and obtained not only an opinion of senior counsel but have requested his input into the contents of this affidavit – the relevant opinion and the input of senior counsel was only obtained on Friday the 15<sup>th</sup> July 2016.
75. By virtue of the foregoing I have not been able to launch this application on a date earlier to the launch hereof.

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76. I am advised that neither the Common Law nor Rule 42 of the Uniform Rules of Court stipulate a time within which this application should be launched but that it is usually pronounced that it be brought within a reasonable time.
77. I submit that the launch and service of this application has been made within a reasonable time but that to the extent that it might be contended that my co-applicants and I have not done so, we have sought condonation as set out in prayer 1 of the Notice of Motion and on the grounds disclosed in this affidavit.

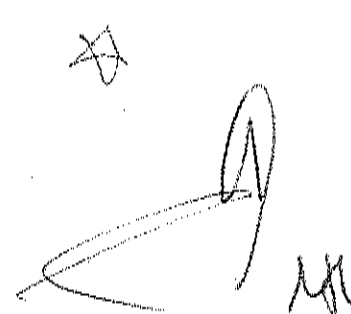
#### CONFIRMATORY AFFIDAVIT OF CAMERON

78. I will annex hereto as Annexure "J", a confirmatory affidavit of Cameron in which he will confirm those matters that I have referred to in this affidavit concerning him.

#### THE APPLICANTS' DEFENSES TO THE CLAIMS OF THE FIRST RESPONDENT IN ITS MAIN APPLICATION

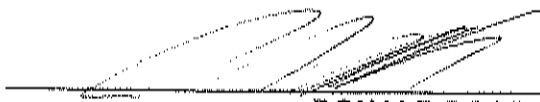
79. For the sake of convenience and certainty I record and confirm that the grounds upon which the Applicants in the Main Application (as Respondents) oppose the relief sought by the First Respondent are those as indicated in the answering affidavit of the Third Applicant, which affidavit I will arrange that attorney Cameron annexes to this affidavit as Annexure X.

#### SUBMISSIONS

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80. My co-applicants and I submit that it is in the interests of justice that we be granted the relief sought in our notice of motion and thereby to ensure that the unlawful conduct of the Fourth Respondent is corrected and thereby to avoid the enormous financial prejudice and irreparable harm that has flowed from his conduct.

WHEREFORE my co-applicants and I pray that it may please the above Honourable Court to grant us the relief we seek in the notice of motion to which this my affidavit is annexed.



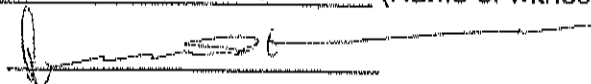
RONALD BOBROFF

I certify that the deponent has affirmed that he knows and understands the contents of this affidavit which was signed and sworn to before me at Sydney Australia on this the 12th day of August 2016 in compliance with the Laws of New South Wales, Australia.

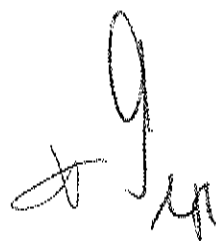
Before me:

MORIZON FRANK HAMMON (Name of witness)

Signature of witness:



<b>APOSTILLE</b>	
(in terms of the Hague Convention dated 5 <sup>th</sup> October 1961)	
1. Country : Australia	This apostille has been signed by
2. <u>MORIZON FRANK HAMMON</u>	
3. acting in the capacity as: Notary/Justice of the Peace/Commissioner of Oaths	
4. which bears the seal/stamp of the Notary/Justice of the Peace/ Commissioner of Oaths	
5. <u>Certificate</u> 142653	
at Sydney, Australia	




6. on the .....12 August 2016

7. by: MORRISON FRANK HAMMOND

8. Registration Number (if any): 142653

9. that person whose signature appears hereinabove was appended by him in my presence I satisfying myself as to his identity.

10. Signature:   
 STAMP OF THE NOTARY/JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

MORRISON FRANK HAMMOND  
 Justice of the Peace in NSW  
 Licence Number 142653  
 4 Killeaton Street, St Ives, 2075



P/H 912  
DX 7 NORWOOD

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

61  
A

CASE NO: 15/00995

In the matter between:

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

First Applicant

BOBROFF, RONALD

Second Applicant

BOBROFF, DARREN RODNEY

Third Applicant

and

MOTARA, YASMIN

First Respondent

VAN STADEN, JOHAN N.O.

Second Respondent

ZIMMERMAN, RAEL

Third Respondent

BEZUIDENHOUT, STEPHEN

Fourth Respondent

IN RE:

MOTARA, YASMIN

Applicant

and

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

First Respondent

BOBROFF, RONALD

Second Respondent

BOBROFF, DARREN RODNEY

Third Respondent

**CONFIRMATORY AFFIDAVIT**

I, the undersigned

DARREN RODNEY BOBROFF

do hereby make oath and state:

1. I am an adult male, and am the Third Applicant in these proceedings. The facts herein contained are, save or where otherwise indicated, within my own personal knowledge and are true and correct.
2. I have read the founding affidavit of Ronald Bobroff (the Second Applicant) and I confirm the contents thereof insofar as they relate to me.

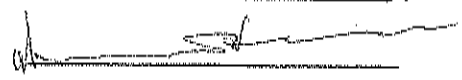
  
 \_\_\_\_\_  
**DARREN RODNEY BOBROFF**

I certify that the deponent has affirmed that he knows and understands the contents of this affidavit which was signed and sworn to before me at Sydney Australia on this the 12<sup>th</sup> day of August 2016 in compliance with the Laws of New South Wales, Australia.

Before me:

MORRISON FRANK HAMMOND (Name of witness)

Signature of witness:

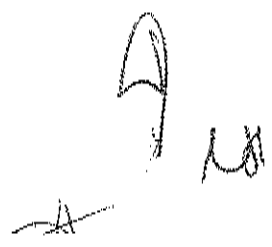


Full name of witness:

MORRISON FRANK HAMMOND
Justice of the Peace in NSW
Licence Number 142653
4 Killeaton Street, St Ives, NSW

Qualification of witness:  
New South Wales, Australia.

duly appointed solicitor in



APOSTILLE

(in terms of the Hague Convention dated 5<sup>th</sup> October 1961)

1. Country : Australia  
This apostille has been signed by

2. MORRISON FRANK HAMMOND

3. acting in the capacity as: Notary/Justice of the Peace/Commissioner of Oaths

4. which bears the seal / stamp of the Notary/Justice of the Peace/Commissioner of Oaths  
Certificate

5. at Sydney, Australia

6. on the ...12... August 2016

7. by: MORRISON FRANK HAMMOND

8. Registration Number (if any): 142653

9. the persons whose signatures appear hereinabove were appended by them in my presence I satisfying myself as to their identities.

10. Seal Stamp to be placed directly hereinauder:

MORRISON FRANK HAMMOND  
Justice of the Peace in NSW  
Licence Number 142653  
4 Killerton Street, St Ives, 2075

11. Signature: [Handwritten Signature]

[Handwritten marks and signatures]

"C"

64

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

CASE NO: 2014/41933

P/H NO: 0

JOHANNESBURG, 04 April 2016  
BEFORE THE HONOURABLE JUDGE SPILG

In the matter between:-

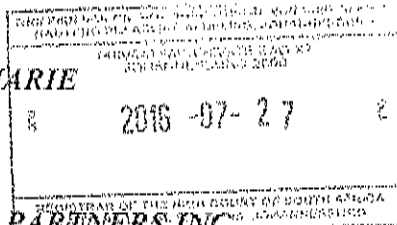
MAREE CHRISTINE MARIE

Applicant

and

RONALD BODROFF & PARTNERS INC.

Respondent



HAVING read the documents filed of record and having considered the matter:-

IT IS ORDERED THAT:-

1. The "Common Law Contingency Fee Agreement" entered into between CHRISTINE MARIE MAREE and the subsequent "Contingency Fee Act Agreement" and the Respondent on 26<sup>th</sup> August 2009 and 6<sup>th</sup> February 2014 (28 September 2010) respectively is declared invalid, void and of no force or effect.
2. The Respondent is to deliver to the Applicant, within thirty (30) 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 Respondent in the High Court action instituted by her in the North Gauteng High Court between herself and three others and that the Applicant is entitled to demand taxation thereof.
3. The Respondent is to pay back to the Applicant the difference between the sum of R1 334 980-41 which is retained and the taxed or agreed costs.
4. The Respondent is to pay interest at the rate of 9% per annum from 1 August 2014 to 29<sup>th</sup> February 2016 and thereafter at the rate of 10.25% per annum from 1 March 2016 to date of payment, both days inclusive, on the difference between R1 334 980-41 (being the attorney and own client monies retained by the Respondent over and above the party and costs recovered) and the fair and reasonable fees due to the Respondent on taxation.


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5. *The Respondent is to pay for the costs of this action to date on the scale as between attorney and client, excluding any costs ordered by the Court previously.*

**BY THE COURT**

COURT OF QUEEN'S BENCH FOR ALBERTA SARASOTA PLAZA, 10000 104TH AVENUE, EDMONTON, ALBERTA	
PRIVATE MAIL PERMIT NO. 1234 EDMONTON, ALBERTA T6C 2G9	
	2018-07-27
<b>REGISTRAR</b>	
REGISTRAR OF THE COURT OF QUEEN'S BENCH FOR ALBERTA SARASOTA PLAZA, 10000 104TH AVENUE, EDMONTON, ALBERTA T6C 2G9	

g  
ek

"D"

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31-Mar-16

817	To travelling time and -expense to counsel's chambers (16min x2; 8,3km x2)	- 1140-67 666.67	- 8,30 58.10
818	Telephone consultation with Applicant, advise on the development at RBP and take instructions on the settlement of the matter (30min)	1 250.00	
819	Consultation with Respondent and Steven Bezuidenhout when matter discussed and settlement reached (2hr)	- 198 5 000.00	
820	Draw settlement agreement - tender for costs on an attorney own client scale (3pg)	- 792 789.00	
821	Copies made (3pg x3)	42.00	
822	Attend court when settlement agreement made an order of court (15min)	- 99 625.00	
823	To travelling time and expense to Randburg Court (22min x2, 12km x2)	- 127-67 916.67	- 12-00 84.00
824	Receipt and peruse counsel's returned brief and account, draw cheque and letter enclosing	158.50	361 038.00 - 140961
825	To letters written (60)	6 330.00 738,50	
826	To letters received (45)	2 385.00 265	
827	To telephone calls made and received (268min) 4 hours allowed	- 2150-67 11 166.67	447.56
828	To petties and sundries, fax costs, postages data line expenses and travelling costs not specified		800.00 - 100-00

TOTAL FEES AND DISBURSEMENTS

461 585.11 373 590.22

LESS TAXED OFF

- 106159-00 - 141061-00

SUB TOTAL

355426-11 232529

ADD DRAWING FEE

37675-17

SUB TOTAL

393101-28 2016 -05- 30

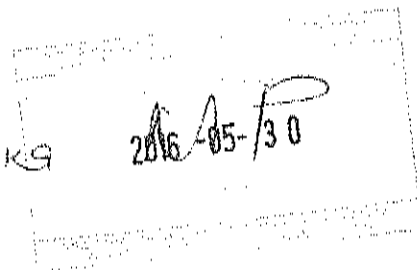
2016 -05- 30

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ADD DISBURSEMENTS	232529-22	
SUB TOTAL	625630-49	
ADD ATTENDANCE FEE	14409-36	
SUB TOTAL	640039-86	
LESS DISBURSEMENTS	232529-00	
SUB TOTAL	407510-86	
ADD VAT	57051-52	
TOTAL DUE	697091-37	

Taxed in an amount of R697091-37

Rama-jaka



Taxation Commenced at 10h00 ~~ATF~~  
and finished at 16h00

*[Handwritten signature]*

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68

	33	Copies made (49pg)	171.50	
07-Dec-15	34	Attend court for Recusal application (10:00 - 12:00) (2hr)	2 104.00	
	35	Draw index: Case authorities (1pg)	105.50	
10-Dec-15	36	Attend court for hearing of recusal application. Judgment reserved (12:50 - 16:00)(3hr)	3 156.00	
09-Feb-16	37	Attend court to note judgment. Application for recusal dismissed with costs, Reasons for the order to be delivered at the end (15min)	263.00	
	38	Peruse court order (1pg)	53.00	
	39	Copies made (1pg)	3.50	
	40	Peruse counsel's returned brief and account, draw cheque and letter enclosing	158.50	-56088 158 004.00
		To letters written (34pg)	-1266 3 587.00	
		To letters received (29pg)	-424 1 537.00	
		To telephone calls made and received (75min)	-263 1 315.00	-30 150.00
		To sundry disbursements, fax costs, email costs and postages		-36-72 122.40
TOTAL			71 350.50	158 279.40
LESS TAXED OFF			-6699	102 191-40
SUB TOTAL			64651-50	
ADD DRAWING FEE			6853,06	
SUB TOTAL			71504-56	

g m

ADD DISBURSEMENT	102191-40	
SUB TOTAL	173695-96	

Attendance 4828-35

Sub Total 178524-31

Less disbursements 102191-40

Sub Total 76332-91

VAT 10686-61

Total 189210-92

Taxed and allowed in an amount of  
R189210-92

GRIFFIERS VAN DIE SUID-GAUTENG HOOGGEREGSHOF, JOHANNESBURG	
PRIVAATSAK/PRIVATE SAC X7 TAXATION	
2016-08-01	13
TAXATION JOHANNESBURG 2000	
REGISTER OF THE SOUTH GAUTENG HIGH COURT: JOHANNESBURG	

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*ye*

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556	To:petites and sundries, fax costs, postages, data line expenses and travelling costs not specified		1,875.00
	SUB TOTAL	512,637.29	499,777.53
	100% SURCHARGE (DOUBLE UP)		
	TOTAL FEES		
	LESS TAXED OFF	271,793.35	-6361.84
	SUB TOTAL	240,843.94	493,415.69
	ADD DRAWING FEE (5% agreed)	12,042.19	
	SUB TOTAL	252,886.13	
	ADD DISBURSMENTS	49,341.56	
	SUB TOTAL	746,301.82	
	Settlement fee as agreed (5% of attendance) ADD ATTENDANCE FEE	8,483.79	
	SUB TOTAL	754,785.61	
	ADD VAT	36,591.78	
	TOTAL DUE	791,377.39	

2015-08-24  
 U.S. GOVERNMENT  
 PRINTING OFFICE

~~TAXED~~ AND ~~ALLOWED~~ IN AN AMOUNT OF R791377-39 between  
 A. Miller aka Ms Mace and  
 S. Beuzenhout aka Donald Bore  
 7 Pines Inc

TAXING MASTER

*[Signature]*  
 A. Miller

*[Signature]*  
 S. Beuzenhout

I, the undersigned, do hereby state:

*[Signature]*  
 Vanessa Valente

CERTIFICATE  
 2015-08-24

*[Signature]*

"G"

71

**Norman Berger & Partners Inc**

---

**From:** Administrator  
**Sent:** 25 August 2016 08:42 AM  
**To:** Norman Berger & Partners Inc  
**Subject:** Delivery Status Notification (Relay)  
**Attachments:** ATT11072.txt; Re: C. Maree // Ronald Bobroff & Partners Inc - Demand for Payment

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

[johncam@mweb.co.za](mailto:johncam@mweb.co.za)

9/11

**Norman Berger & Partners Inc**

---

**From:** Norman Berger & Partners Inc  
**Sent:** 25 August 2016 08:42 AM  
**To:** johncam@rweb.co.za  
**Subject:** Re: C. Maree // Ronald Bobroff & Partners Inc - Demand for Payment  
**Attachments:** 2016-08-25 - By Email.pdf

**Importance:** High

Dear Mr Cameron,

We refer to the above matter.

We attach herewith a letter for your attention.

Kindly acknowledge receipt hereof.

Regards  
 Shimoné Munnich

This document is being transmitted electronically and is therefore unsigned



**NORMAN BERGER & PARTNERS INC**  
 (Registration Number: 2000/011637/21)  
 ATTORNEYS, NOTARIES, CONVEYANCERS  
 & ADMINISTRATORS OF DECEASED ESTATES  
 P.O. Box 250, Highlands North 2037  
 84 6<sup>th</sup> Avenue, corner Louis Botha Avenue, Highlands North, Johannesburg 2192  
 Tel: 011 786 3096 & Fax: 011 786 3111  
[info@normanberger.co.za](mailto:info@normanberger.co.za)  
[www.normanberger.co.za](http://www.normanberger.co.za)



Our Ref: Mr Millar/su/961134  
Your Ref: Mr J Cameron/corres/The Law Society/Bobroffs

84 - 5<sup>th</sup> Avenue corner Louis Biko Avenue  
Highlands North JOHANNESBURG  
2192

BY EMAIL: [johncam@mweb.co.za](mailto:johncam@mweb.co.za)

P O Box 250  
Highlands North  
2037

JJF Cameron Attorneys  
Hurlingham Office Park,  
Block G, Ground Floor  
Cr. William Nicol & Republic Roads  
SANDTON

Telephone: +27 (11) 786 3956  
Telex: +27 (11) 786 3111

Deeds Office Lodgement No: 2 Johannesburg

e-mail: [info@normanberger.co.za](mailto:info@normanberger.co.za)  
website: [www.normanberger.co.za](http://www.normanberger.co.za)

25 August 2016

Registration Number: 2003011657/21  
VAT Number: 4166195285

Dear Sirs

**YOUR CLIENTS: RONALD BOBROFF; DARREN RODNEY BOBROFF**  
**OUR CLIENT: CHRISTINE MAREE**  
**JHB HIGH COURT CASE NO.: 14/41933**

We refer to your letter of 23 August 2016 and to our letter of 24 August 2016.

The Bill of Costs has now been settled.

Reflected hereunder is our calculation of the amount that is due to our client.

ITEM	DESCRIPTION	DEBIT	CREDIT
1	Capital Received		R 3 500 000.00
2	Party & Party Costs Received		R 337 705.83
3	Sub-Total		R 3 837 705.83
4	Fees & Disbursements due to RBP	R 791 377.39	
5	Payments made to Plaintiff	R 2 502 725.42	
6	Sub-Total	R 3 294 102.81	
7	Balance due in terms of Court Order dated 4 April 2016	R 543 597.02	
8	Interest on the amount reflected under 5 above from 1 August 2014 to date hereof in terms of paragraph 3 of the Court Order dated 4 April 2016.	R 100 829.79	
	1. 1 Aug 2014 to 29 February 2015		

Chartered: Norman Berger (Dip. Law (Wits)) & Anthony Taylor (BA LLB (Wits))  
Professionally assisted by: Nancy Woodruff (LLB (Wits) Adv. Cap. Licentia ad S.M.A.) and  
Emanuel Uthmaniyah (LLB (Wits))  
Candidate Attorney: MARIKO KUPPE  
Notary Public and Conveyancer  
Conveyancer

Norman Berger celebrates over 59 years of service in the Legal Profession

74

	(578 days) at the rate of 9% p.a = R 77 473.74		
	2. 1 Mar 2016 to date (153 days) at the rate of 10.25% p.a = R 23 356.05		
9	Sub-Total Capital due	R 644 426.81	
10	Costs contribution as taxed in terms of the order dated 4 April 2016	R 886 302.29	
11	Interest on Costs from 31 May 2016 to date hereof at 10.25% (85 days)	R 21 155.91	
12	Total payment due	R 1 551 885.01	

Kindly note that the present mora interest rate is 10.25% and in the circumstances further interest at that rate (the daily rate being R 435.80) will accrue on the total amount due as of 24 August 2016 to date of payment.

You have no doubt been instructed by your clients in regard to the substantial South African Revenue Services' claim against Ronald Bobroff & Partners Inc and will appreciate why in the circumstances, we have been instructed to demand as we hereby do payment of the sum of R 1 551 885.01 with interest of R 435.80 from date hereof to date of payment, both days inclusive from Ronald and Darren Rodney Bobroff.

Your clients are liable *inter alia*, by virtue of the provisions of S23(1)(a) of the Attorneys Act 1979, they being co-principal debtors together with Ronald Bobroff & Partners Inc.

Payment is to be made into our Trust Account details whereof are as follows:-

**Norman Berger & Partners Inc Trust Account**  
**Standard Bank**  
**Norwood Branch**  
**Branch code: 004-105**  
**Account Number: 00-183-6064**  
**Ref: Maree/961134**

In the event that payment is not made into our firm's Trust Account by 15h00 on Monday, 29 August 2016, we may without further notice proceed with applications to sequestrate the estates of both Ronald and Darren Rodney Bobroff.

In the event that we are to proceed with such applications kindly confirm that you are indeed, as their attorney, authorised to accept service of such applications at your offices.

The cost of serving such applications on your clients at either of their addresses in Australia, aside the application to court here in South Africa to authorise such service are likely to be substantial and will only serve to exacerbate what already seems to be a dire financial situation.

We would appreciate it if you as an officer of the Court (and bearing in mind that your clients are fugitives), and in the event that payment is not made timeously, are prepared to confirm whether or not you hold any funds in your Trust Account or are aware of anyone else within the Republic holding funds for and on behalf of Ronald and Darren Rodney which funds could be attached in order to satisfy their legal obligations to their former clients.

9 24

ST

Yours faithfully  
Norman Berger & Partners Inc

Per: Mr A Millar  
{Sent electronically therefor unsigned}



"H"

76

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

CASE NO: 2015/00995  
P/H NO: 0

JOHANNESBURG, 04 April 2016  
BEFORE THE HONOURABLE JUDGE SPILG

In the matter between:-

MOTARA YASMIN

and

RONALD BOBROFF & PARTNERS INC.

BOBROFF RONALD

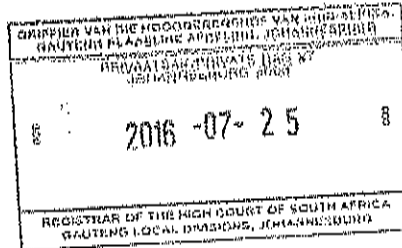
BEZUIDENHOUT STEPHEN DEREK

BOBROFF DARREN RODNEY

BERLOWITZ ANTHONY ALEXANDER JOSEPH

THE ROAD ACCIDENT FUND

THE LAW SOCIETY OF THE NORTHERN PROVINCES 7<sup>th</sup> Respondent



Applicant

1<sup>st</sup> Respondent

2<sup>nd</sup> Respondent

3<sup>rd</sup> Respondent

4<sup>th</sup> Respondent

5<sup>th</sup> Respondent

6<sup>th</sup> Respondent

HAVING read the documents filed of record and having considered the matter:-

IT IS ORDERED THAT:-

1. The "Contingency Fee Agreement" entered into between the Applicant's father, Ebrahim Motara on her behalf and the First Respondent on 15<sup>th</sup> January 2010, is declared invalid, void and of no force or effect.
2. The First Respondent is to deliver to the Applicant, within thirty (30) days of this Order, a fully itemised 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 case number 12/30954 in the South Gauteng High Court between Applicant and the Road Accident Fund and that the Applicant is entitled to demand taxation thereof.
3. The Respondent is to pay back to the Applicant the difference between the sum of R1 872 757-52 which it retained and the taxed or agreed costs.

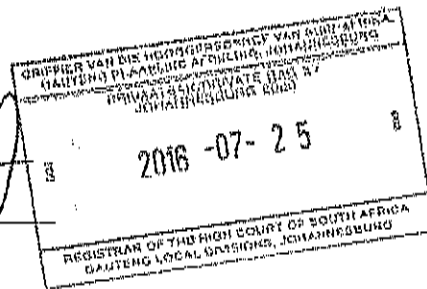
*[Handwritten signature]*  
S.J.M.

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4. *The First Respondent is to pay interest at the rate of 15.5% per annum from 13<sup>th</sup> March 2014 to 31<sup>st</sup> July 2014 and thereafter at the rate of 9% per annum from 1 August 2014 to 29 February 2016 and thereafter at the rate of 10.25% from 1 March 2016 to date of payment, both days inclusive, on the difference between R1 872 757-52 and the fair and reasonable fees due to the First Respondent on taxation.*
5. *The First Respondent is to pay the costs of this application on the scale as between party and party to date hereof.*
6. *The Second to Fourth Respondents are declared jointly and severally liable together with the First Respondent in respect of any amounts due to the Applicant, the one paying the others to be absolved.*

**BY THE COURT**

  
**REGISTRAR**  
/hbn

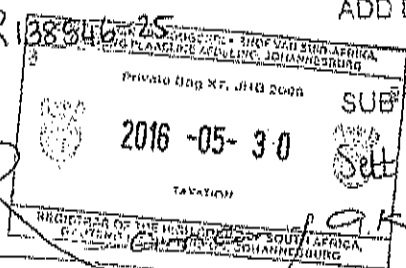




2016	Attend to settlement negotiations when matter discussed and settled (2hr)	2 104.00		
31-Mar-16				
31-Mar-16	Draw settlement agreement (1pg)	263.00		
	Draw draft order of court (3pg)	789.00		263
04-Apr-16	Travelling time and expense to Randburg court before Honorable Spilg (40min x2; 17km x 2), Attend court when settlement agreement made and order of court (1hr)	701.33	119.00	
04-Apr-16	Receipt and peruse counsel's returned brief and account, draw cheque and letter enclosing: Adv. B Ancer	1 052.00		526
	To letters written (39)	4 114.50		
	To letters received (11pg)	583.00		
	To telephone calls made and received (80min)	1 402.67	160.00	
	To sundry disbursements, fax and email costs and postages		130.00	
	TOTAL	68 798.50	122 760.37	
	LESS TAXED OFF	17550	53188	520
	SUB TOTAL	51248.50		52468
	ADD DRAWING FEE	5432,34		
	SUB TOTAL	56680,84		Settlement betw Dawie Scholtz a Cora van der Mer
	ADD DISBURSEMENT	69572,87		
	SUB TOTAL	126253,21		
		3822,57		
		130075,78		
		6058-41		
		8470-48		
	TOTAL DUE	R138546,25		

Settled in an amount of

R138546,25



SUB TOTAL

aka M.P.

VAT

Settled for: R138546-25

Brands

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21

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	367	Consultation with plaintiff and counsel discuss in preparation for trial (1hr)	-1870 4232.00	
	368	Attend court on trial (4hrs)	-6928 16928.00	
17-Feb-14	369	Receipt and perusal of third report - I. Kramer (5pg)	235.00	1
	370	Copies made (7pgx2)	35.00	1
	371	Attend court on trial (5hr)	-8660 21160.00	
	372	Receipt and perusal of counsel's brief, statement of account, draw cheque and letter enclosing - Adv. Khan	141.00	139650.00
	373	Receipt and perusal statement of account, draw cheque and letter enclosing - I Kramer	141.00	11286.00
*Feb 2014	374	Receipt and perusal of court order (2pg)	94.00	1
	375	Copies made (3pgx2)	15.00	1
	<u>AFTER 15/11/2013</u>			
	235	Letters written (92pg)	8648.00	
	236	Letters received (pg)	1880.00	
	237	Telephonic attendances (140min)	-4041-34 9874.67	420.00
	238	Postages and petties in respect of telephonic, facsimile and e-mail expenses	-	754.50
	<b>SUBTOTAL</b>		362793.90	298157.35
	<b>PLUS 100% SURCHARGE ITO CFA</b>		<del>362793.90</del>	
	<b>TOTAL FEES</b>		725587.80	
	<b>LESS: TAXED OFF</b>		32793.90	
	<b>SUBTOTAL:</b>		330000.00	
	<b>PLUS DRAWING FEE</b>		17490.00	
			<del>76072.51</del>	
			347490.00	

Add drawing  
As agreed  
@ 5%

Settled in amount of

Handwritten signature and initials

SUBTOTAL:

~~802800.74~~

347490.00

PLUS: DISBURSEMENT

298157.35

SUBTOTAL:

645647.35

Settlement fee 50% of  
PLUS: ATTENDING TAXATION

7416.86

SUBTOTAL:

653064.21

49686.96

VAT 14%

TOTAL:

702751.17

TAXED & ALLOWED IN THE AMOUNT OF R702751-18

TAXING MASTER

CERTIFICATE

I, the undersigned, do hereby state under oath:

- 1 That I have perused the account and find the contents thereof to be correct;
- 2 That I have provided all descriptions with respect to work done, times and totals arrived at in accordance with that which was necessary;
- 3 That the items and tariffs are strictly in accordance to the practice rules prescribed for party and party bills as drafted and claimed;

Ordered in an amount of R 702 751.18  
between A Miller on the Motara and  
S Bezuidenhout as per  
Account to Review Inc

*[Signature]*  
A Miller

*[Signature]*  
S Bezuidenhout

*[Signature]*



80 K 88

81

**Norman Berger & Partners Inc**

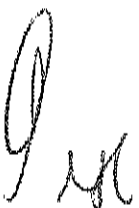
---

**From:** Administrator  
**Sent:** 25 August 2016 08:42 AM  
**To:** Norman Berger & Partners Inc  
**Subject:** Delivery Status Notification (Relay)  
**Attachments:** ATT11092.txt; Re: Y Motara // Ronald Bobroff & Partners Inc & Others - Demand for Payment

This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

[johncam@nwweb.co.za](mailto:johncam@nwweb.co.za)



## Norman Berger & Partners Inc

---

**From:** Norman Berger & Partners Inc  
**Sent:** 25 August 2016 08:42 AM  
**To:** johncam@mweb.co.za  
**Subject:** Re: Y Motara // Ronald Bobroff & Partners Inc & Others - Demand for Payment  
**Attachments:** 2016-08-25 - By Email.pdf

**Importance:** High

Dear Mr Cameron,

We refer to the above matter.

We attach herewith a letter for your attention.

Kindly acknowledge receipt hereof.

Regards  
Shimoné Munnich

This document is being transmitted electronically and is therefore unsigned

See  
Attachment

**NORMAN BERGER & PARTNERS INC**  
(Registration Number: 2000/011637/21)  
ATTORNEYS, NOTARIES, CONVEYANCERS  
& ADMINISTRATORS OF DECEASED ESTATES  
P.O. Box 250, Highlands North 2037  
84 6<sup>th</sup> Avenue, corner Louis Botha Avenue, Highlands North, Johannesburg 2192  
Tel: 011 786 3096 & Fax: 011 786 3111  
[info@normanberger.co.za](mailto:info@normanberger.co.za)  
[www.normanberger.co.za](http://www.normanberger.co.za)

Our Ref: Mr Millar/su961170  
Your Ref: Mr J Cameron/corres/The Law Society/Bobroffs

84 - 87 Avenue corner Louis Pasteur Avenue  
Highlands North JOHANNESBURG  
2192

**BY EMAIL: [johncam@mweb.co.za](mailto:johncam@mweb.co.za)**

P O Box 250  
Highlands North  
2037

JJF Cameron Attorneys  
Hurlingham Office Park,  
Block G, Ground Floor  
Cr. William Nicol & Republic Roads  
SANDTON

Telephone: +27 (11) 786 3096  
Telefax: +27 (11) 786 3111

Deeds Office Larkmead No. 5, Johannesburg

e-mail: [info@normanberger.co.za](mailto:info@normanberger.co.za)  
website: [www.normanberger.co.za](http://www.normanberger.co.za)

25 August 2016

Registration Number: 2003/01 601/21  
VAT Number: 4156155995

Dear Sirs

**YOUR CLIENTS: RONALD BOBROFF; DARREN RODNEY BOBROFF**  
**OUR CLIENT: YASMIN MOTARA**  
**JHB HIGH COURT CASE NO.: 15/00995**

We refer to your letter of 23 August 2016 and to our letter of 24 August 2016.

The Bill of Costs has now been settled.

Reflected hereunder is our calculation of the amount that is due to our client.

ITEM	DESCRIPTION	DEBIT	CREDIT
1	Capital Received from RAF		R 6 571 079.00
2	Party & Party Costs Received from RAF		R 372 609.14
3	Sub-Total		R 6 943 688.14
4	Fees & Disbursements due to RBP	R 702 751.17	
5	Payments made to ABSA Trust by RBP	R 4 710 802.00	
6	Sub-Total	R 5 413 553.17	
7	Balance due in terms of Court Order dated 4 April 2016	R 1 530 134.97	
8	Interest on the amount reflected under 5 above from 13 March 2014 to date hereof in terms of paragraph 3 of the Court Order dated 4 April 2016 2016	R 374 788.73	
	1. 13 Mar 2014 to 31 July 2014 (140 days) at the rate of 15.5% p.a = R 90 969.66		

Executives: Norman Berger (Cg. Leg. Adv.) \* & Anthony Miller (BA LLB (Adv.))  
Professionally assisted by: Carolyn Steynberg (LLB (Adv.)) / Kay-Lee Laban (LLB (Adv.)) and  
Siboniso Umoa-Muhammad (LLB (Adv.))  
Candidate Attorney: Melissa Rouger  
\* Notary Public and Conveyancer  
\* Conveyancer

Norman Berger celebrates over 59 years of service in the Legal Profession

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Handwritten mark resembling the number '4'.

	2. 1 Aug 2014 to 29 February 2016 (578 days) at the rate of 9% p.a = R 218 075.67		
	3. 1 Mar 2016 to date (153 days) at the rate of 10.25% p.a = R 65 743.40		
9	Sub-Total Capital due	R 1 904 923.70	
10	Costs contribution as taxed in terms of the order dated 4 April 2016	R 138 546.25	
11	Interest on Costs from 31 May 2016 to date hereof at 10.25% (85 days)	R 3 307.08	
12	Total payment due	R 2 046 777.03	

Kindly note that the present mora interest rate is 10.25% and in the circumstances further interest at that rate (the daily rate being R 574.77) will accrue on the total amount due as of 24 August 2016 to date of payment.

You have no doubt been instructed by your clients in regard to the substantial South African Revenue Services' claim against Ronald Bobroff & Partners Inc and will appreciate why in the circumstances, we have been instructed to demand as we hereby do payment of the sum of R 2 046 777.03 with interest of R 574.77 from date hereof to date of payment, both days inclusive from Ronald and Darren Rodney Bobroff.

Your clients are liable *inter alia*, by virtue of the provisions of S23(1)(a) of the Attorneys Act 1979, they being co-principal debtors together with Ronald Bobroff & Partners Inc.

Payment is to be made into our Trust Account details whereof are as follows:-

**Norman Berger & Partners Inc Trust Account**  
**Standard Bank**  
**Norwood Branch**  
**Branch code: 004-105**  
**Account Number: 00-183-6064**  
**Ref: Motara/961170**

In the event that payment is not made into our firm's Trust Account by 15h00 on Monday, 29 August 2016, we may without further notice proceed with applications to sequestrate the estates of both Ronald and Darren Rodney Bobroff.

In the event that we are to proceed with such applications kindly confirm that you are indeed, as their attorney, authorised to accept service of such applications at your offices.

The cost of serving such applications on your clients at either of their addresses in Australia, aside the application to court here in South Africa to authorise such service are likely to be substantial and will only serve to exacerbate what already seems to be a dire financial situation.

We would appreciate it if you as an officer of the Court (and bearing in mind that your clients are fugitives), and in the event that payment is not made timeously, are prepared to confirm whether or not you hold any funds in your Trust Account or are aware of anyone else within the Republic holding funds for and on behalf of Ronald and Darren Rodney which funds could be attached in order to satisfy their legal obligations to their former clients.

Yours faithfully  
**Norman Berger & Partners Inc**

Per: Mr A Millar  
 {Sent electronically therefor unsigned}

Handwritten signature.

**Norman Berger & Partners Inc**

---

**From:** Attorney John Joseph Finlay Cameron <johncam@mweb.co.za>  
**Sent:** 25 August 2016 02:16 PM  
**To:** Norman Berger & Partners Inc; Norman Berger & Partners Inc  
**Cc:** bobroffronald@gmail.com; bobroffronald2@gmail.com  
**Subject:** OUR CLIENTS: RONALD BOBROFF AND PARTNERS INC., ("RBP") RONALD BOBROFF AND DARREN RODNEY BOBROFF ("THE BOBROFFS") ("THE FIRST, SECOND AND FORTH DEFENDANTS" IN THE MAIN ACTION AND THE FIRST, SECOND AND THIRD APPLICANTS IN THE APPLICATION PROCEEDINGS). YOUR  
**Attachments:** Bobroff - Maree Action 25 Aug 2016.2nd letter.docx

You are requested to acknowledge receipt hereof and we await your advices hereto.

Attorney John Joseph Finlay Cameron  
Hurlingham Office Park  
Block G, Ground Floor  
Cnr William Nicol & Republic Roads  
(Entrance in Woodlands Avenue)  
Sandton

P O Box 41248  
Craighall 2024  
Telephone number: **011 285 0043**  
Fax number: 011 325 4780  
e-mail: [johncam@mweb.co.za](mailto:johncam@mweb.co.za)  
Cellular: 072 041 8818

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ATTORNEY  
JOHN JOSEPH FINLAY CAMERON  
HURLINGHAM OFFICE PARK, BLOCK G, GROUND FLOOR  
CR. WILLIAM NICOL & REPUBLIC ROADS, SANDTON  
(ENTRANCE IN WOODLANDS AVENUE)  
P O Box 41248, Craighall, 2024  
Tel: (002711) 285 0043 Fax: (002711) 325 4780  
Cellular: 072 041 8818  
E-mail: [johncam@mweb.co.za](mailto:johncam@mweb.co.za)  
Docex 7, Norwood

---

Your Ref: Mr Millar/su/961212  
Our Ref: J Cameron/att/Norman Berger/Bobroff – Maree - Action – 2<sup>nd</sup> letter  
Date: 25 August 2016

NORMAN BERGER & PARTNERS  
84 – 6<sup>TH</sup> AVENUE  
HIGHLANDS NORTH

P O Box 250, Highlands North, 2037

TELEFAX NO: (011) 786 3111  
TELEPHONE NO: 011 786 3096  
EMAIL: [litigation@normanberger.co.za](mailto:litigation@normanberger.co.za)  
EMAIL: [info@normanberger.co.za](mailto:info@normanberger.co.za)

Dear Sirs

OUR CLIENTS: RONALD BOBROFF AND PARTNERS INC., (“RBP”) RONALD BOBROFF AND DARREN RODNEY BOBROFF (“THE BOBROFFS”) (“THE FIRST, SECOND AND FORTH DEFENDANTS” IN THE MAIN ACTION AND THE FIRST, SECOND AND THIRD APPLICANTS IN THE APPLICATION PROCEEDINGS)

YOUR CLIENT: CHRISTINE MAREE

RE: ACTION INSTITUTED BY YOUR CLIENT AGAINST OUR CLIENTS – HIGH COURT OF SOUTH AFRICA, GAUTENG LOCAL DIVISION – CASE NO 14/41933 (“THE ACTION”)

RE: APPLICATION LAUNCHED BY OUR CLIENT AGAINST YOURS – HIGH COURT OF SOUTH AFRICA, GAUTENG LOCAL DIVISION – CASE NO 14/41933 (“THE APPLICATION PROCEEDINGS”)

We refer to the Action and to the Application Proceedings and acknowledge receipt of your communication dated the 25<sup>th</sup> August 2016.

Our clients have instructed ourselves to record that:-

1. they do not accept that the “bill of costs has now been settled” – as you are aware, our clients have recorded that any settlement between your client and



87

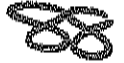
- Attorney S Bezuidenhout is unlawful and is accordingly null and void and of no legal force and/or effect; and
2. your client's demand is similarly unlawful and accordingly our clients will not be countenancing the demand; and
  3. any application to sequestrate the estates of the Bobroffs will be opposed; and
  4. we are not authorised to accept service of any sequestration applications.

In closing we record, which recordal we are not obliged to convey to you, that the writer's firm holds no funds in our trust account on behalf of the Bobroffs and there are no circumstances under which the writer would be privy to the relevant knowledge as to funds held by any third parties on behalf of the Bobroffs.

Yours faithfully

J J F CAMERON

c.c. Ronald and Darren Bobroff



Norman Berger & Partners Inc

---

**From:** Attorney John Joseph Finlay Cameron <johncam@mweb.co.za>  
**Sent:** 25 August 2016 02:16 PM  
**To:** Norman Berger & Partners Inc; Norman Berger & Partners Inc  
**Cc:** bobroffronald@gmail.com; bobroffronald2@gmail.com  
**Subject:** OUR CLIENTS: RONALD BOBROFF AND PARTNERS INC., ("RBP") RONALD BOBROFF AND DARREN RODNEY BOBROFF ("THE BOBROFFS") ("THE FIRST, SECOND AND FORTH DEFENDANTS" IN THE MAIN ACTION AND THE FIRST, SECOND AND THIRD APPLICANTS IN THE APPLICATION PROCEEDINGS). YOUR  
**Attachments:** Bobroff - Motara Yasmin Action 25 Aug 2016\_2nd letter.docx

You are requested to acknowledge receipt hereof and we await your advices hereto.

Attorney John Joseph Finlay Cameron  
Hurlingham Office Park  
Block G, Ground Floor  
Cnr William Nicol & Republic Roads  
(Entrance in Woodlands Avenue)  
Sandton

P O Box 41248  
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ATTORNEY  
**JOHN JOSEPH FINLAY CAMERON**  
 HURLINGHAM OFFICE PARK, BLOCK G, GROUND FLOOR  
 CR. WILLIAM NICOL & REPUBLIC ROADS, SANDTON  
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 E-mail: [johncam@mjweb.co.za](mailto:johncam@mjweb.co.za)  
 Docex 7, Norwood

Your Ref: Mr Millar/su/961212  
 Our Ref: J Cameron/att/Norman Berger/Bobroff – Maree - Action – 2<sup>nd</sup> letter  
 Date: 25 August 2016

NORMAN BERGER & PARTNERS  
 84 – 6<sup>TH</sup> AVENUE  
 HIGHLANDS NORTH

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YOUR CLIENT: YASMIN MOTARA

RE: ACTION INSTITUTED BY YOUR CLIENT AGAINST OUR CLIENTS – HIGH COURT OF SOUTH AFRICA, GAUTENG LOCAL DIVISION – CASE NO 15/00995 (“THE ACTION”)

RE: APPLICATION LAUNCHED BY OUR CLIENT AGAINST YOURS – HIGH COURT OF SOUTH AFRICA, GAUTENG LOCAL DIVISION – CASE NO 15/00995 (“THE APPLICATION PROCEEDINGS”)

We refer to the Action and to the Application Proceedings and acknowledge receipt of your communication dated the 25<sup>th</sup> August 2016.

Our clients have instructed ourselves to record that:-

1. they do not accept that the “bill of costs has now been settled” – as you are aware, our clients have recorded that any settlement between your client and



- Attorney S Bezuidenhout is unlawful and is accordingly null and void and of no legal force and/or effect; and
2. your client's demand is similarly unlawful and accordingly our clients will not be countenancing the demand; and
  3. any application to sequester the estates of the Bobroffs will be opposed; and
  4. we are not authorised to accept service of any sequestration applications.

In closing we record, which recordal we are not obliged to convey to you, that the writer's firm holds no funds in our trust account on behalf of the Bobroffs and there are no circumstances under which the writer would be privy to the relevant knowledge as to funds held by any third parties on behalf of the Bobroffs.

Yours faithfully

J J F CAMERON

c.c. Ronald and Darren Bobroff



"N"

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Jmrv  
2016-03-24

**IN THE HIGH COURT OF SOUTH AFRICA  
GAUTENG DIVISION, PRETORIA**

Case number: **26456/16**

**PRETORIA THIS 24<sup>TH</sup> DAY OF MARCH 2016  
BEFORE THE HONOURABLE JUSTICE MABUSE**

In the *ex parte* application of:

**THE LAW SOCIETY OF THE NORTHERN PROVINCES** Applicant

2016-03-24  
Z. L. MABUSE  
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And in the matter of an application in terms of Section 78(8) of Act 53 of 1979 for the appointment of a curator *bonis* for the practice of Ronald Bobroff and Partners Incorporated Attorneys

2016-03-24  
**DRAFT ORDER**  
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Having heard counsel for the applicant and having read the papers filed of record

Certified a true copy of the original,  
filed in this office.  
Gesertifiseer 'n ware afskrif van die oorspronklike  
gollasseeer in hierdie kantoor.  
**IT IS ORDERED**  
REGISTRAR OF THE HIGH COURT  
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1. that the honourable court dispenses with the forms and service provided for in the Uniform Rules in terms of rule 6(12)(a);
2. That Johan van Staden, the head: members affairs of applicant or any person nominated by him, be appointed as *curator bonis* (curator) to administer and control the accounts of Ronald Bobroff & Partners Inc. Attorneys (hereafter referred to as the practice) with directors (**RONALD BOBROFF, DARREN**



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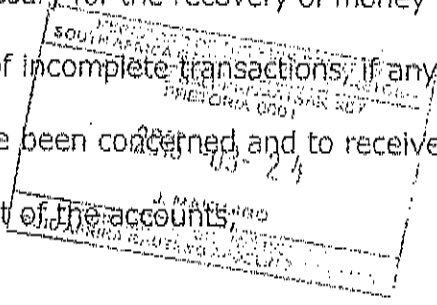
**RODNEY BOBROFF** and **STEPHEN DEREK BEZUIDENHOUT**) (hereafter referred to as the directors), including accounts relating to insolvent and deceased estates and any deceased estate and any estate under curatorship connected with the directors' practice as attorneys and including, also, the separate banking accounts opened and kept by the practice at a bank in the Republic of South Africa in terms of section 78(1) of Act No 53 of 1979 and/or any separate savings or interest-bearing accounts as contemplated by section 78(2) and/or section 78 (2A) of Act No: 53 of 1979, in which monies from such banking accounts have been invested by virtue of the provisions of the said sub sections or in which monies in any manner have been deposited or credited and/or all the accounts conducted by the directors and which related to the directors' practice either directly or indirectly including their trust banking accounts in which monies from such banking accounts have been invested by virtue of the provisions of the said sub-sections or in which monies in any manner have been deposited or credited, the following powers and duties:

2016-03-11  
 J. MAKUNGO  
 GRIFPER VAN  
 SUID AFRICA  
 SUID AFRICA  
 DE RECHTER VAN  
 APPEL, PRETORIA

- 2.1 immediately to take possession of the directors' accounting records, records, files and documents as referred to in paragraph 3 and subject to the approval of the board of control of the attorneys fidelity fund (hereinafter referred to as the fund) to sign all forms and generally to operate upon the accounts, but only to such extent and for such purpose as may be necessary to bring to completion current transactions in which the directors were acting at the date of this order;

*[Handwritten signature]*

- 2.2 subject to the approval and control of the board of control of the fund and where monies had been paid incorrectly and unlawfully from the undermentioned accounts, to recover and receive and, if necessary in the interests of persons having lawful claims upon the accounts and/or against the directors in respect of monies held, received and/or invested by the directors in terms of section 78(1) and/or section 78(2) and/or section 78 (2A) of Act No 53 of 1979 (hereinafter referred to as trust monies), to take any legal proceedings which may be necessary for the recovery of money which may be due to such persons in respect of incomplete transactions, if any, in which the directors were and may still have been concerned, and to receive such monies and to pay the same to the credit of the accounts,
- 2.3 to ascertain from the directors' accounting records the names of all persons on whose account the directors appear to hold or to have received monies (hereinafter referred to as trust creditors); to call upon the directors to furnish him, within 30 (thirty) days of the date of service of this order or such further period as he may agree to in writing, with the names, addresses and amounts due to all trust creditors;
- 2.4 to call upon such trust creditors to furnish such proof, information and/or affidavits as he may require to enable him, acting in consultation with, and subject to the requirements of, the board of control of the fund, to determine

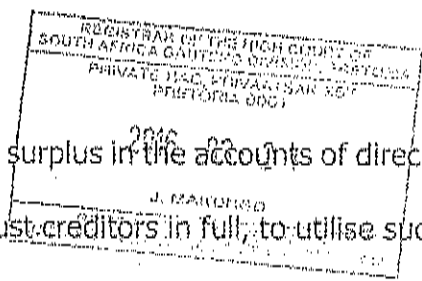


*J. M.*

whether any such trust creditor has a claim in respect of monies in these accounts of the directors and, if so, the amount of such claim;

2.5 to admit or reject, in whole or in part, subject to the approval of the board of control of the fund, the claims of any such trust creditor or creditors, without prejudice to such trust creditor's or creditors' right of access to the civil courts;

2.6 having determined the amounts which he considers are lawfully due to trust creditors, to pay such claims in full but subject always to the approval of the board of control of the fund;



2.7 in the event of there being any surplus in the accounts of directors after payment of the admitted claims of all trust creditors in full; to utilise such surplus to settle or reduce (as the case may be), firstly, any claim of the fund in terms of section 78(3) of Act No 53 of 1979 in respect of any interest therein referred to and, secondly, without prejudice to the rights of the creditors of the directors, the costs, fees and expenses referred to in paragraph 7 of this order, or such portion thereof as has not already been separately paid by first respondent to applicant, and, if there is any balance left after payment in full of all such claims, costs, fees and expenses, to pay such balance, subject to the approval of the board of control of the fund, to the directors, if they are solvent, or, if the directors are insolvent, to the trustee(s) of directors' insolvent estates;

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2.8 In the event of there being insufficient monies in the banking accounts of the directors, in accordance with the available documentation and information, to pay in full the claims of trust creditors who have lodged claims for repayment and whose claims have been approved, to distribute the credit balance(s) which may be available in the banking accounts amongst the trust creditors alternatively to pay the balance to the Attorneys Fidelity Fund;

2.9 subject to the approval of the chairman of the board of control of the fund, to appoint nominees or representatives and/or consult with and/or engage the services of attorneys, counsel, accountants and/or any other persons, where considered necessary, to assist him in carrying out his duties as curator; and

REGISTERED DEEDS OFFICER  
SOUTH AFRICAN DEEDS OFFICE  
PRIVATE BAG 1103  
2016-03-24  
J. MAKUNGO  
GRIFFITHS

2.10 to render from time to time, as curator, returns to the board of control of the fund showing how the accounts of the director's has/have been dealt with, until such time as the board notifies him that he may regard his duties as curator as terminated.

3. That the directors immediately delivers their accounting records, records, files and documents containing particulars and information relating to:

3.1 any monies received, held or paid by the directors for or on account of any person while practising as attorneys;

Handwritten initials/signature

- 3.2 any monies invested by the directors in terms of section 78(2) and/or section 78 (2A) of Act No 53 of 1979;
- 3.3 any interest on monies so invested which was paid over or credited to the directors;
- 3.4 any estate of a deceased person or an insolvent estate or an estate under curatorship administered by the directors, whether as executor or trustee or curator or on behalf of the executor, trustee or curator;
- 3.5 any insolvent estate administered by the directors as trustees or on behalf of the trustee in terms of the Insolvency Act, No 24 of 1936;
- 3.6 any trust administered by the directors as trustees or on behalf of the trustee in terms of the Trust Properties Control Act, No 57 of 1988;
- 3.7 any company liquidated in terms of the Companies Act, No 61 of 1973, administered by the directors as or on behalf of the liquidator;
- 3.8 any close corporation liquidated in terms of the Close Corporations Act, 69 of 1984, administered by the directors as or on behalf of the liquidator; and

EXECUTOR OF THE ESTATE OF  
 SUID AFRYKSE ERFFOERDERER  
 TRUSTEES OF THE ESTATE OF THE TRUSTEES  
 PRETORIA 0001  
 2016-03-24  
 J. MAKUNGO  
 GRIFFIER VAN DIE HOFGERECHTE VAN  
 SUID AFRIKA (AULTER) AFD. RES. 2016






3.9 the directors as attorneys of this Honourable Court, to the curator appointed in terms of paragraph 6 hereof, provided that, as far as such accounting records, records, files and documents are concerned, the directors shall be entitled to have reasonable access to them but always subject to the supervision of such curator or his nominee.

4. That should directors fail to comply with the provisions of the preceding paragraph of this order on service thereof upon them or after a return by the person entrusted with the service thereof that he has been unable to effect service thereof on the directors (as the case may be), the sheriff for the district in which such accounting records, records, files and documents are, be empowered and directed to search for and to take possession thereof wherever they may be and to deliver them to such curator.

REPUBLIC OF SOUTH AFRICA  
 DEPARTMENT OF JUSTICE  
 PRIVATE PRACITICE DIVISION  
 2016-03-04  
 J. MAKUNGO  
 SUID AFB...  
 GRIPPER...  
 ...

5. That the curator shall be entitled to:

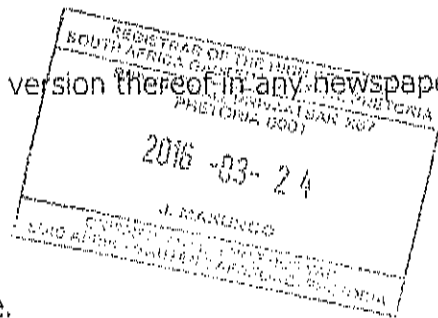
5.1 hand over to the persons entitled thereto all such records, files and documents provided that a satisfactory written undertaking has been received from such persons to pay any amount, either determined on taxation or by agreement, in respect of fees and disbursements due to the firm;

5.2 require from the persons referred to in paragraph 5.1 to provide any such documentation or information which he may consider relevant in respect of a

*[Handwritten signature]*

claim or possible or anticipated claim, against him and/or the directors and/or directors' clients and/or fund in respect of money and/or other property entrusted to directors provided that any person entitled thereto shall be granted reasonable access thereto and shall be permitted to make copies thereof;

5.3 publish this order or an abridged version thereof in any newspaper he considers appropriate; and



5.4 wind-up of the directors' practice.

6. That directors be and are hereby removed from office as –

6.1 executors of any estate of which the directors have been appointed in terms of section 54(1)(a)(v) of the Administration of Estates Act, No 66 of 1965 or the estate of any other person referred to in section 72(1);

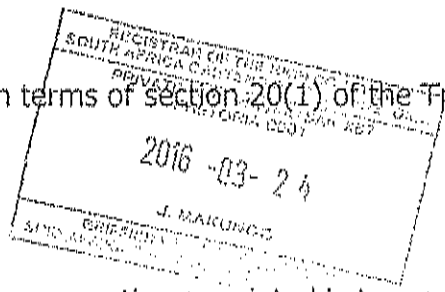
6.2 curators or guardians of any minor or other person's property in terms of section 72(1) read with section 54(1)(a)(v) and section 85 of the Administration of Estates Act, No 66 of 1965;

6.3 trustees of any insolvent estate in terms of section 59 of the Insolvency Act, No 24 of 1936;

*[Handwritten signature]*

6.4 liquidators of any company in terms of section 379(2) read with 379(e) of the Companies Act, No 61 of 1973;

6.5 trustees of any trust in terms of section 20(1) of the Trust Property Control Act, No 57 of 1988;



6.6 liquidators of any close corporation appointed in terms of section 74 of the Close Corporation Act, No 69 of 1984; and

6.7 administrators appointed in terms of Section 74 of the Magistrates Court Act, No 32 of 1944.

7. That directors be and are hereby directed:

7.1 to pay, in terms of section 78(5) of Act No. 53 of 1979, the reasonable costs of the inspection of the accounting records of the directors;

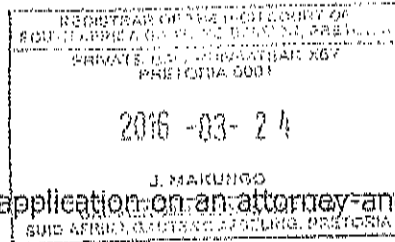
7.2 to pay the reasonable fees of the auditor engaged by applicant;

7.3 to pay the reasonable fees and expenses of the curator, including travelling time;

7.4 to pay the reasonable fees and expenses of any person(s) consulted and/or engaged by the curator as aforesaid;

*[Handwritten signature]*

7.5 to pay the expenses relating to the publication of this order or an abbreviated version thereof; and



7.6 to pay the costs of this application on an attorney-and-client scale.

8. That if there are any trust funds available the directors shall within 6 (six) months after having been requested to do so by the curator, or within such longer period as the curator may agree to in writing, shall satisfy the curator, by means of the submission of taxed bills of costs or otherwise, of the amount of the fees and disbursements due to them (directors) in respect of his former practice, and should they fail to do so, they shall not be entitled to recover such fees and disbursements from the curator without prejudice, however, to such rights (if any) as they may have against the trust creditor(s) concerned for payment or recovery thereof;

9. That a certificate issued by a director of the Attorneys Fidelity Fund shall constitute *prima facie* proof of the curator's costs and that the Registrar be authorised to issue a writ of execution on the strength of such certificate in order to collect the curator's costs.

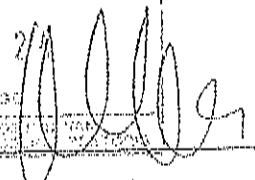
10. That the directors of the practice pay the cost of this application on an attorney-client-scale jointly and severally.

REGISTRAR OF THE HIGH COURT OF  
 SOUTH AFRICA (NORTH CAPE DIVISION)  
 PRIVATE BAG. 10000, BEAUFORT WEST  
 PRETORIA 0001

2016-03-27

J. M. MALINDI

REGISTERED MAIL NO. 10000/10000/10000/10000/10000



BY ORDER OF COURT

REGISTRAR



# Property Enquiry Result

102



## Property enquiry results in the Deeds Registry at "JOHANNESBURG"

### Property detail:

Deeds registry	JOHANNESBURG
Property type	ERF
Township	VICTORY PARK EXT 13
Erf number	220
Portion	2
Province	GAUTENG
Registration division/Administrative district	IR
Local authority	CITY OF JOHANNESBURG
Previous description	
Diagram deed number	T26877/2005
Extent	1277.0000 SQM
EPI Code	TOIR06960000022000002

### Title Deeds detail:

Document	Registration date	Purchase date	Amount	Image Scanned reference	Document copy?
T512/2010	20100108	20091007	R3100000.00	20120213 11:04:25	Yes

### Owners detail:

Document	Full name	Identity Number	Share	Person Enquiry?
T512/2010	BOBROFF DARREN RODNEY	7303025055089	-	Yes

### Endorsements / Encumbrances:

Endorsement / Encumbrance	Holder	Amount	Image Scanned reference	Document copy?
B28931/2011	STANDARD BANK OF SOUTH AFRICA LTD	R2000000.00	20120213 11:03:18	Yes
I-6050/2005C	PROPOGATE PTY LTD	-	20071206 15:58:10	Yes

### History:

Document	Holder	Amount	Microfilm reference	Document copy?
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B35217/2005	-	-	2006 0385 1633	Yes
B35217/2005	-	-	2006 0385 1633	Yes
B28530/2006	-	-	20100223 14:04:10	Yes
T19133/2006	RAYMOND TREVOR GARY	R2500000.00	20100223 14:03:20	Yes
T19133/2006	RAYMOND CECELIA MAUREEN	R2500000.00	20100223 14:03:20	Yes
T26877/2005	PROPOGATE PTY LTD	R1300000.00	2006 0385 1605	Yes

[Back to top of page](#)

Requested by **81780** with user reference **None** on: Wednesday, 14 September 116 16:13

DeedsWeb Version 4.0.1

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"P"

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ASIC  
Australian Securities & Investments Commission

## Current Company Extract

Name: REB PROPERTIES PTY LTD  
ACN: 612 338 655

Date/Time:

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

g ac



Current Company Extract

REB PROPERTIES PTY LTD  
ACN 612 338 655

Organisation Details	Document Number
<b>Current Organisation Details</b>	
Name: REB PROPERTIES PTY LTD	2E3675709
ACN: 612 338 655	
Registered in: New South Wales	
Registration date: 11/05/2016	
Next review date: 11/05/2017	
Name start date: 11/05/2016	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
<b>Current</b>	
Registered address: IN THE PICTURE, Suite 701, 88 Foveaux Street, SURRY HILLS NSW 2010	2E3675709
Start date: 11/05/2016	
Principal Place Of Business address: 26A Warrimoo Avenue, ST IVES NSW 2075	2E3675709
Start date: 11/05/2016	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Address: Suite 701, 88 Foveaux Street, SURRY HILLS NSW 2010
Start date: 31/05/2016

Officeholders and Other Roles	Document Number
<b>Director</b>	
Name: DARREN RODNEY BOBROFF	7E8009421
Address: 26A Warrimoo Avenue, ST IVES NSW 2075	
Born: 02/03/1974, JOHANNESBURG, SOUTH AFRICA	
Appointment date: 11/05/2016	
<b>Secretary</b>	
Name: DARREN RODNEY BOBROFF	7E8009239
Address: 26A Warrimoo Avenue, ST IVES NSW 2075	
Born: 02/03/1974, JOHANNESBURG, SOUTH AFRICA	
Appointment date: 11/05/2016	

Share Information
<b>Share Structure</b>

1 9 15



Current Company Extract

REB PROPERTIES PTY LTD

ACN 612 338 655

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORD SHARES	100	100.00	0.00	2E3675709

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: DARREN RODNEY BOBROFF  
 Address: 26A Warrimoo Avenue, ST IVES NSW 2075

Class	Number held	Beneficially held	Paid	Document number
ORD	100	yes	FULLY	7E8010446

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
11/05/2016	201C Application For Registration As A Proprietary Company	11/05/2016	3	11/05/2016	2E3675709
31/05/2016	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	31/05/2016	2	31/05/2016	7E8009239
31/05/2016	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	31/05/2016	2	31/05/2016	7E8009421
31/05/2016	484N Change To Company Details Changes To (Members) Share Holdings	31/05/2016	3	31/05/2016	7E8010446

\*\*\*End of Extract of 2 Pages\*\*\*

"R"

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# Tri-Search

Tri-Search hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act.

Information provided through Tri-Search an approved LPIANW Information Broker  
LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOIJO: 10/1147997

SEARCH DATE	TIME	EDITION NO	DATE
-----	---	-----	----
	8:18 PM	2	30/7/2016

### LAND

LOT 10 IN DEPOSITED PLAN 1147997  
AT ST. JVES  
LOCAL GOVERNMENT AREA RU-RING-GAT  
PARISH OF SAKKON COLONY OF CUMBERLAND  
TITLE DIAGRAM DP1147997

### FIRST SCHEDULE

REG PROPERTIES PTY LTD (T AK654992)

### SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G650975 COVENANT
- 3 DP1147997 EASEMENT TO DRAIN WATER OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1147997 EASEMENT FOR SEWERAGE PURPOSES OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1147997 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S. 88B INSTRUMENT
- 6 DP1147997 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S. 88B INSTRUMENT
- 7 DP1147997 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S. 88B INSTRUMENT
- 8 DP1147997 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S. 88B INSTRUMENT
- 9 DP1147997 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S. 88B INSTRUMENT

### NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

John Smith

PRINTED ON

\*ANY ENTRIES FENCED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE. WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.



**Search location records** [Help](#) [Feedback](#)

Enter a location record number or address

[Link to search by records](#)

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**Filtering Records**

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**Certificate of Title (CT) inquiry**

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**Document inquiry**

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**Prior title search**

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**Certificate of Authentication Code (CoAC)**

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**Land value & property values reports**

**Street address inquiry**

Use this search if you do not know the title reference for a property.

There may be multiple title references for an address.

The following lists match the address that you searched.

Address	Title Reference
11 SHANNON ST ST IVES NSW 2075	301143927

"T"

109

G.P.-S 003-0206

1271

DEPARTMENT  
OF JUSTICE



DEPARTEMENT  
VAN JUSTISIE

**CERTIFICATE OF TENDERED SECURITY  
SERTIFIKAAT VAN GESTELDE SEKURITEIT**

**(Insolvency Act, 1936; Companies Act, 1973; Close Corporation Act, 1984)  
(Insolvensiewet, 1936; Maatskappywet 1973; Wet op Beslote Korporasies, 1984)**

In the matter between  
In die saak tussen

*Christine Marie Maree & Yasmin Moteng*

Applicant  
Applikant

and  
en

*Ronald Bobroff & Darren Rodney Bobroff*

Respondent

I CERTIFY that sufficient security has been given for the payment of all fees and charges necessary for the prosecution of all \*sequestration/winding-up proceedings in the above matter and of all costs of administering the \*Estate/Company/Close Corporation until a \*Provisional Trustee/Trustee/Provisional Liquidator/Liquidator has been appointed, or, if no \* Provisional Trustee/Trustee/Provisional Liquidator/Liquidator is appointed, of all fees and charges necessary for the discharge of the \* Estate/Company/Close Corporation from \* sequestration/winding-up.

EK SERTIFISEER dat voldoende sekuriteit gestel is vir die betaling van alle gelde en koste wat nodig is om alle verrigtings in verband met bogenoemde \*sekwestrasielikwidasiel te \*volvoer/voort te sit en vir alle koste in verband met die beredding van die \*Boedel/Maatskappy/Beslote Korporasie totdat 'n \*Voorlopige Kurator/Kurator/Voorlopige Likwidateur/Likwidateur aangestel word nie, van alle gelde en koste wat nodig is om die \*Boedel/Maatskappy/Beslote Korporasie van die \*sekwestrasiel/likwidasiel te onthef.

*[Signature]*

Master of the Supreme Court  
Meester van die Hooggeregshof

Datumstempel  
Date stamp

MEESTER VAN DIE SUID-GAUTENG HOOGGEREGSHOF  
PRIVAATSAK/PRIVATE SAG XS  
2016-09-14  
MARSHALL STREET 2107  
MASTER OF THE SOUTH-GAUTENG HIGH COURT (10)

\*Delete if not applicable  
Skrap waar nie van toepassing.

*[Handwritten initials]*