
**INDEX:
DOCUMENTS IN PROCEEDINGS BEFORE LEGAL PRACTICE COUNCIL (“LPC”)
T.C. DHLAMINI v SCHUMANN SLABBERT & VAN DEN HEEVER ATTORNEYS
LPC REFERENCE Nr 5834/2020**

ITEM	DESCRIPTION	PAGE NUMBER
1.	Charge sheet and notice to appear dated 2 February 2023	1 – 3
2.	Investigation Report by Mr Ashwin Reddy dated 21 June 2021 (with annexures)	4 – 78
3.	Correspondence from SVS to the LPC responding to Mr Reddy’s Monitoring Report dated 5 October 2021	79 – 185
4.	Affidavit by Izak Bosman with Annexures dated 16 September 2021 (undercover of correspondence)	186 – 251
5.	Response of Jakkie Supra dated 27 September 2021	252 – 310

GAUTENG PROVINCIAL OFFICE

Proforum Building | 123 Paul Kruger Street | Pretoria | 0002
 P O Box 1493 | Pretoria | 0001 | Docex 50 | Pretoria
 Tel: +27 (0) 12 338 5800 | Fax: +27 (0) 12 325 5877
 E-mail: procforum@lpc.org.za

**NATIONAL OFFICE**

Thornhill Office Park | Building 20 | 94 Bekker Road | Vorna Valley | MIDRAND
 Tel: +27 (0)10 001 8500

Please quote our reference number on all correspondence:

Your ref.: I LOUW

Our ref.: MR K E MASEDI/59342020 /mn

2023/02/16 14:05:15

PERSONAL & CONFIDENTIAL
BY COURIER

AND BY EMAIL: ivan@schumanns.co.za

Mr I Louw [M34065]
 Schumann, Van Den Heever & Slabbert Inc.
 32 Kempton Road
 Kempton Park
 1619

Dear Mr I Louw

COMPLAINT BY MR S G MAY

You are hereby called upon to appear, in person, before a Disciplinary Committee of the Legal Practice Council at an enquiry to be held at:

PLACE: LEGAL PRACTICE COUNCIL, GAUTENG DIVISION
 PROC-FORUM BUILDING, GROUND FLOOR, COMMITTEE ROOM
 123 PAUL KRUGER STREET
 PRETORIA

ON: THURSDAY, 30 MARCH 2023

TIME: 09:00

to answer to the following charge(s) of which further particulars appear from the correspondence addressed to you in this regard:

“In that you are guilty of misconduct in terms of Clause 21 of the Legal Practice Council’s Code of Conduct in that you breached and / or contravened:

- 1) Contravened Rule 54 12 of the Rules of the Legal Practice Act read with Clause 3.8 of the Code of Conduct in that you failed to render written statements of accounts to your clients on finalisation of your mandate (in respect of RAF matters);
- 2) Contravened Clause 18.7 of the Code of conduct by overreaching your clients by failing to comply with the provision of the Contingency Fees Act;
- 3) Contravened Clause 18.7 of the Code of Conduct by overreaching your clients as a result of the firm's practice of keeping the party and party costs in respect of the motor vehicle accident matters;
- 4) Contravened Clause 18.22 of the Code of Conduct by Touting for professional Work;
- 5) Contravened Clause 3.15 of the Code of Conduct, for bringing the profession into disrepute;
- 6) Contravened Clause 3.1 of the Code of Conduct for failure to maintain the highest standard of honesty and integrity by the inclusion of disbursements for fictitious attendances.

You are specifically informed of the provisions of **Rule 41**, which states:

“At an enquiry conducted under this rule the respondent –

41.4.1 may be present at the hearing of the proceedings; provided that if the respondent is not so present, the hearing may proceed in his or her absence if the committee is satisfied that the notice of the enquiry has been received by the respondent;

41.4.2 may be assisted or represented by another person or by a legal practitioner in conducting his or her defence;

41.4.3 has the right to be heard;

41.4.4 may call witnesses;

41.4.5 may cross-examine any person called as a witness in support of the charge; and

41.4.6 may have access to any book, document or object produced in evidence.”

If you intend to be represented by your legal representative at the disciplinary enquiry, please advise me accordingly on receipt of this letter.

As it is impossible to forecast how long each matter on the agenda for this meeting is likely to last, it

may happen that this matter may not be dealt with at exactly the time that has been arranged. You are accordingly kindly requested to remain in attendance until this matter is called.

TO FACILITATE THE ENQUIRY, KINDLY BRING ALL RELEVANT DOCUMENTS, FILES AND ACCOUNTING RECORDS TO THE ENQUIRY.

KINDLY ACKNOWLEDGE RECEIPT OF THIS LETTER.

Yours faithfully

A handwritten signature in black ink, appearing to be 'J Van Staden', written in a cursive style.

J VAN STADEN
DIRECTOR

KINDLY ADDRESS ALL ENQUIRIES TO THE LEGAL OFFICIAL. MR K E MASEDI [TEL: (012) 338 5800].

MEMORANDUM

To: Jaco Fourie (Mr KE Masedi)
From: Estelle Veldsman
Subject: Investigation: Schumann Van Den Heever & Slabbert Inc. Attorneys (F840)
Date: 2 July 2021

Dear Jaco

Please find enclosed herewith an investigation report by Mr Ashwin Reddy, for your further consideration.

For your easy of convenience, I wish to highlight the following:

1. I am unaware as to the status of the Anton Piller Order in the matter. I am of the view that a thorough investigation into the client files need to be conducted in light of the *prima facie* evidence of fictitious correspondent accounts, the experts of Fundmedical and attendances by the former director, Mr Supra and Counsel employed in the matter.
2. You will note that the complaints relate in essence, to the conduct of Mr J Supra. Having regard to his current status practising for his own account but being a partner at Schumann Van Den Heever & Slabbert Inc. Attorneys whilst the alleged contraventions took place the formulation of charges against Mr Supra and the remaining partners of Schumann Van Den Heever & Slabbert Inc. Attorneys must be considered with a view to proceed with the matter.
3. The conduct of Mr Supra and allegations against him at present is enough, according to our understanding to proceed for an Order against him.
4. In this matter having regard to the allegations levied and the principle of jointly and severally liable a holistic approach might be prudent.

Thank you



Estelle Veldsman
Manager: Risk & Compliance
07.05.JF.Schumann Van Den Heever & Slabbert (F840)

CONFIDENTIAL

THE LEGAL PRACTICE COUNCIL: GAUTENG PROVINCE

REPORT

INSPECTION OF RECORDS

OF

SCHUMANN VAN DEN HEEVER AND SLABBERT INC.

JOHANNESBURG

2021

21 June 2021

The Director

The Legal Practice Council – Gauteng Provincial Office

BACKGROUND

I received instructions to perform an inspection of the firm's accounting records in terms of S37 (2) (a) of the Legal Practice Act No.28 of 2014 as a result of a complaint lodged against the firm. Further details pertaining to the complaint are contained in paragraph 6 below.

1. ATTENDENCES

1.1 I met with Mr J Supra (Director) and Mr I Bosman (Director) at the firm's offices located at 32 Kempton Road, Kempton Park, Johannesburg on 22 October 2020.

1.2 During the meeting the two Directors were informed of the following:

1.2.1 My mandate to conduct an inspection in terms of S37 (2)(a) of the Legal Practice Act;

1.2.2 The reason for the inspection;

1.2.3 The process pertaining to the inspection;

1.2.4 The report that I would be compiling on finalisation of the inspection

1.3 The original mandate was furnished to Mr Bosman and he signed a copy as acknowledgement of receipt.

A copy of the mandate which was signed by Mr Bosman is attached hereto as Annexure A.

- 1.4 The Directors confirmed that they understood the process and had no queries regarding the inspection.
- 1.5 It was further agreed that any requests relating to the firm's records and information would be directed to Mr Bosman and that he would communicate the requirements to the other directors of the firm.
- 1.6 I informed the firm of the specific accounting records required for the inspection via a letter dated 23 October 2020 which was e-mailed to Mr Bosman.

A copy of the letter is attached hereto as Annexure C.

- 1.7 The firm's accounting records were provided in electronic format on a flash drive which was couriered to the offices of the Legal Practice Council on 10 November 2020.

2. NATURE AND STRUCTURE OF PRACTICE

- 2.1 According to the records of the Legal Practice Council, the firm was established on 1 January 1946.
- 2.2 The records of the Legal Practice Council indicate that the current directors of the firm are as follows:

Name	Date joined
JJ Slabbert	01/03/1976
I Bosman	01/03/2003
A Kleinen	01/03/2005
I Louw	01/03/2021

The records of the Legal Practice Council indicate that Mr Supra was a director of the firm during the period 1 August 2014 to 18 December 2020.

- 2.3 A company report obtained directly from the Companies and Intellectual Property Commission (CIPC) confirmed that the current directors of the company are as indicated in paragraph 2.2 above. The report however, also indicate that

Ms M.I.G Magagulu was appointed as non-executive director of the firm on 17 March 2021.

A copy of the company report is attached hereto as Annexure B.

2.4 The directors informed me that the firm comprised the 4 Directors, 2 Professional Assistants and 30 administrative staff.

2.5 According to the firm's website each director's area of responsibility is as follows:

Mr JJ Slabbert	Mr I Bosman
Commercial and contracts	Magistrate's litigation
Notarial	Collections
Bonds	Labour law
Trusts	Contracts
Ms A Kleinen	Mr J Supra
High court litigation	Road Accident Fund claims
Collections	Medical Negligence claims
Family Law	Personal injury claims
Insolvency and rehabilitations	Family law
Deceased estates	Correspondence work

Mr Bosman and Mr Supra confirmed that the above-mentioned information is still accurate, as at the time of my visit to the firm.

2.6 Mr Bosman informed me that the firm is on the panel of attorneys for ABSA Trust, to attend to property transfers from deceased estates as well as to attend to the administration of deceased estates. In addition, the firm was also on the panel for Nedbank in respect of bond registrations.

2.7 The Directors informed me that the firm had documented and signed fee agreements with all clients.

According to the Directors a standard fee agreement is entered into with clients in respect of litigation services. A copy of the standard fee agreement is attached hereto as Annexure D1.

- 2.8 I enquired about the firm's fee agreements in respect of motor vehicle accident claims. Mr Supra informed me of the following in this regard:
- 2.8.1 All fee agreements with clients tended to be contingency fee agreements as clients could not afford to outlay monies in advance towards the firm's fees and disbursements;
 - 2.8.2 Staff are required to record all attendances as file notes, on the Legalsuite system;
 - 2.8.3 The firm's party and party costs are drafted internally;
 - 2.8.4 The firm's fees on an attorney and client scale is arrived at by multiplying the fees per the bill of costs drawn on a party and party scale by two (2).
- 2.9 I enquired about the firm's marketing methods and was informed by Mr Bosman and Mr Supra that the clients were usually obtained by way of word of mouth referrals. Mr Bosman further stated that the firm also employed social media marketing.

3. TERMS OF REFERENCE AND SCOPE OF INSPECTION

- 3.1 My inspection was directed at the following:
- 3.1.1 An overview of the accounting and supporting records, systems and procedures with a view to establish the general state thereof and the identification of and commentary on any aspects considered irregular and/or unsatisfactory.
 - 3.1.2 The determination of the trust position of the firm at specific and/or selected dates and reporting on any trust deficiencies or other similar irregularities.
 - 3.1.3 The identification of any other circumstances or irregularities which manifested themselves during the course of the inspection, which in my view required comment.

3.1.4 The identification of and reporting on any contravention of:

3.1.4.1 The Attorneys Act 53 of 1979 ("the Act");

3.1.4.2 The Legal Practice Act 28 of 2014 ("the LPA"), with effect from 1 November 2018;

3.1.4.3 The Rules of the Law Society of the Northern Provinces ("the Rules");

3.1.4.4 The Rules for the Attorneys Profession "the National Rules", with effect from 1 March 2016;

3.1.4.5 The South African Legal Practice Council Rules "the LPC Rules", with effect from 1 November 2018;

3.1.4.6 The Code of Conduct for all legal practitioners, candidate legal practitioners and juristic entities, with effect from 29 March 2019 with specific reference to the accounting records and administration of trust monies;

3.1.4.7 Rules made in terms of Section 6 of the Contingency Fee Act 66 of 1997.

3.2 I did not perform any substantive audit procedures on the documentation and accounting records presented to me.

4. SOURCES OF INFORMATION

4.1 The findings per this report was based on the following information:

4.1.1 The information contained in the complaints lodged against the firm;

4.1.2 The records of the Legal Practice Council which includes the firm's submission in terms of Rule 35.23 of the Rules for the Attorneys Profession/ Rule 54.23 of the South African Legal Practice Council Rules;

- 4.1.3 The firm's accounting records which I had requested as detailed in Annexure C;
- 4.1.4 The representations made by Mr Supra and Mr Bosman during my meeting at the firm's offices on 22 October 2020;
- 4.1.5 Information contained on the firm's website;
- 4.1.6 Information obtained from the Companies and Intellectual Property Commission (CIPC). Refer to Annexure B.

5. ACCOUNTING AND SUPPORTING RECORDS, SYSTEMS AND PROCEDURES

5.1 *Introduction*

- 5.1.1 Mr Bosman advised that the firm's trust accounting records were updated on Legalsuite by the firm's bookkeeper, Ms Angela Viljoen on a daily basis.
- 5.1.2 Mr Bosman informed me that the Directors do not ordinarily review the trust accounting records as it would be impractical for them to do so as the firm had too many transactions.
- 5.1.3 Mr Supra and Mr Bosman stated that any issues with a trust creditors balance would be identified as the directors worked on a file.

5.2 *Banking accounts*

- 5.2.1 Details of the trust bank accounts are as follows:

ABSA

Schumann Van Den Heever and Slabbert Inc.

Posbus 67

Kempton Park

1620

Account number: 11-9923-0448

Branch: Central Avenue

The account had a credit balance in the amount of R12, 846,603.07 as at 29 February 2020

Nedbank

Schumann Van Den Heever and Slabbert Inc.

Account number: 1987367170

Branch: Glen Acres

The account had a credit balance in the amount of R2, 202,074.16 as at 29 February 2020.

- 5.2.2 The firm holds a number of trust investment accounts at ABSA Bank in terms of S86 (4) of the Legal Practice Act.

A list of the investment bank accounts in terms of S86 (4) of the Legal Practice Act is attached hereto as Annexure F.

5.3 *Receipts*

- 5.3.1 Mr Bosman advised that the firm did not receive any trust cash as clients are required to effect payments directly into their trust banking account alternatively deposit cash into their trust bank account.

- 5.3.2 Mr Bosman stated that all monies received in the trust bank account is receipted on Legalsuite and receipts are issued in triplicate.

5.4 *Payments*

- 5.4.1 Mr Bosman explained that the firm's payment process is as follows:

5.4.1.1 The trust creditor account balance is checked on the Legalsuite system before a payment is requested;

5.4.1.2 A payment requisition form is prepared by the relevant fee earner and is then submitted to the respective Head of Department for authorisation;

5.4.1.3 Once the payment requisition is signed by the relevant Head of Department, the bookkeeper checks the requisition to the supporting documents and thereafter loads the payment on the online banking system;

5.4.1.4 He (Mr Bosman) would then agree the details on the payment requisition to the supporting document and signs the requisition as evidence of him checking and authorising the payment. He then authorises the electronic funds transfer;

5.4.1.5 The requisition is sent back to the bookkeeper for filing.

5.4.2 Mr Bosman explained that beneficiary banking details are verified. The firm requires clients to provide proof of their banking details in the form of a letter from the bank confirming their account details or a bank statement.

5.4.3 All payments are effected via electronic funds transfer and any of the directors have the authority to authorise a payment.

5.5 *Fees journal and transfer procedure*

5.5.1 According to Mr Bosman only the Head of Departments, the conveyancing secretary and the bookkeeper has the system rights to record fees on Legalsuite.

5.5.2 Mr Bosman stated that the bookkeeper would then generate a fee report on Legalsuite which would reflect the fees which the firm could transfer. The electronic transfer from the trust banking account to the business banking account is then authorised.

5.5.3 Upon my enquiry Mr Bosman stated that the Directors place reliance on each other to records the correct fees on Legalsuite. The Directors thus do not query or check the fees recorded by their counterparts.

5.6 *Retention of records*

5.6.1 Mr Bosman confirmed that the firm's accounting records are retained in both hard copy and electronic copy.

5.6.2 Mr Bosman advised that the hard copies of the accounting records are retained in a fireproof safe located in the firm's offices and that the electronic copy of the accounting records are backed up to an offsite location.

6. **COMPLAINT FROM STEPHEN G. MAY ATTORNEY**

6.1 The Legal Practice Council received a copy of the court papers in respect of the application launched by Ms Thandi Caroline Dhlamini in the High Court of South Africa, Gauteng Local Division under case number 2020/9518 against her erstwhile attorney namely, Schumann Van Den Heever and Slabbert Inc and seven (7) others.

A copy of the complaint bundle is attached hereto as Schedule E.

6.2 The background of the matter is that Ms Dhlamini was injured in a motor vehicle accident on 1 September 2014. Ms Dhlamini was assisted by Mr Jakkie Supra (a Director of the firm, Schumann Van Den Heever and Slabbert Inc.) in lodging a claim a claim against the Road Accident Fund (hereinafter referred to as, "R.A.F"). The claim was settled on or about May 2018.

Ms Dhlamini was subsequently contacted by a whistle-blower at the firm, Mr William Richard Crichton who had informed her of certain facts relating the claim against the Road Accident Fund.

6.3 Ms Dhlamini brought an application for *ex parte* Anton Piller relief for the preservation of the files and records which were in the possession of her former attorneys, Schumann Van Den Heever and Slabbert Inc. which would enable her and members of the class constituting the eight respondent (being all persons with claims against the Road Accident Fund which were prosecuted by the firm, Schumann Van Den Heever and Slabbert Inc.) to finalise claims which they have against the Schumann Van Den Heever and Slabbert Inc.

6.4 In Ms Dhlamini's founding affidavit she makes the following statements which provide further background into the matter:

6.4.1 On or about 1 September 2014 she was involved in a motor vehicle accident whilst travelling from Potchefstroom to Parys;

6.4.2 In January 2015 she was contacted by someone from the firm, Schumann Van Den Heever and Slabbert Inc. who informed her they were aware of her accident and enquired if she would like to institute a claim against the Road Accident Fund;

6.4.3 She queried how the person had come to know of her accident and was informed that they had seen her accident report at the police station;

6.4.4 She received an amount of R1, 000.00 (one thousand Rand) from the firm to enable her to travel to the firm's offices in Kempton Park. She travelled together Ms M.A Mogale, Ms P.A Mokoena and Ms S.N Mlambo who were with her at the time of the accident.

6.4.5 She later established that the amounts advanced to her by the firm to enable her to travel were deducted from the settlement received from the Road Accident Fund.

6.4.6 The travel costs were incurred as a result of the distance between her place of residence and the firm's offices. Had she been aware that she was liable for the transport costs she would have engaged a local attorney who specialised in personal injury claims.

6.4.7 She travelled to the firm's offices and met with Mr Supra. She signed a bundle of documents, the content of which she did not understand and does not remember. She was not furnished with copies of these documents.

6.4.8 Mr Supra informed her that she could expect to receive an estimated amount of R500, 000.00 from R.A.F and that his fees would amount to 25% of the capital award.

- 6.4.9 She consulted with certain medical professionals however, she is quite certain that she did not consult with “Dr L.A Oelofse (Orthopaedic Surgeon)” and “Dr JJ Schutte (General Practitioner)” whose costs were specifically provided for on the “draft order” she was furnished with;
- 6.4.10 On or about 14 May 2019 she met with Mr Supra at his offices and was informed that her claim was settled for an amount of R583,454.90. She requested confirmation of the settlement and was provided with an unsigned draft order.
- 6.4.11 Mr Supra informed her that he would retain an amount of R100, 000.00 in respect of his legal fees. She subsequently received an amount of R400, 000.00 by way of electronic funds transfer. By her own calculation she still expected a further amount of R83, 454.90 however, she did not receive further payments.
- 6.4.12 She queried the discrepancy and was advised by Mr Supra that the balance had been utilised to defray the advocate and medical expert’s fees and that she could peruse their invoices if she wished.
- 6.4.13 In late 2019 she was approached by a journalist who informed her that a whistle-blower had furnished him with documentation that on a *prima facie* basis indicated that she had several claims against the firm.
- 6.4.14 She was subsequently introduced to her current attorney (Stephen G May Attorney) whose services she has retained.
- 6.5 In Ms Dhlamini’s affidavit she makes the following serious allegations:
- 6.5.1 The settlement amount received from R.A.F in respect of her claim was an amount of R683, 454.90 however, Mr Supra advised her that her claim was settled for an amount of R583, 454.90. On this basis alone she would be owed an amount of R100, 000.00;
- 6.5.2 The ledger printout of her matter reflects a payment in the amount of R106, 000.00 to “Polmed” which is a medical aid for the South African Police

Services (SAPS). She is not a SAPS member, nor is she a member of their medical aid scheme;

- 6.5.3 It appears that 2 (two) bill of costs were taxed. The fees and disbursements per the bill of costs after taxation was as follows:

SVDH's bill of costs	R269,718.70
Correspondent's bill of costs	R42,263.99
Total	R311,982.69

The ledger printout indicated that the firm received an amount of R311, 982.69 from RAF on 25 January 2019 in respect of party and party costs.

- 6.5.4 The party and party costs were not paid to her;
- 6.5.5 R.A.F had paid a total amount of R995, 435.59 (being the sum of R683, 454.90 and R311, 982.69) into the firm's trust account in settlement of her claim however, she only received payment in the amount of R400, 000.00
- 6.5.6 The bill of costs (as referred to in paragraph 6.5.3 above) were inflated which had the effect that R.A.F had been defrauded in that they had paid for fictitious attendances recorded on the bill of costs. In addition she had also been defrauded as the firm's normal fee and consequently the success fee was also inflated (notwithstanding that the firm's deductions were in excess of 25% of the capital award);
- 6.5.7 The firm failed to properly account to her. Of particular concern to her was:
- 6.5.7.1 The failure to account for the full settlement amount of R683, 454.90 and the fact that the firm had retained an amount of R100, 000.00;
- 6.5.7.2 The party and party costs were not accounted for;
- 6.5.7.3 The payment in the amount of R106, 000.00 to "Polmed";

6.5.7.4 Approximately R83, 000.00 which was disbursed to counsel and medical experts.

6.6 Ms Dhlamini's application was supported by an affidavit by the whistle-blower, Mr William Richard Crichton. In Mr Crichton's affidavit he states the following:

6.6.1 He was employed at Schumann Van Den Heever and Slabbert Inc. (SVDH) as a candidate attorney in the firm's R.A.F litigation department over the period November 2017 to October 2019;

6.6.2 He had concluded that the firm was not operating ethically and that he could not turn a blind eye to the wrongdoing. He did some research and came across a number of articles written by a journalist who was critical of personal injury attorneys. He subsequently sent an e-mail to the said journalist;

6.6.3 Mr Supra was responsible for the firm's RAF department and handled all claims against R.A.F in the same manner which can be summarised as follows:

Step 1	Touting
	The firm made use of, "runners" who would sell the files to the firm for a commission of between R10, 000.00 and R50, 000.00. These payments are usually funded out a bank account referred to as, "business savings".
Step 2	Pre-litigation
	Clients would attend the firm's offices to sign a bundle of documents and consultations would be arranged with various medical experts through a firm called, "Fundamedical". The initial consultation is the only consultation that anyone from SVDH actually attended. The multiple attendances in respect of consultations with clients and experts did not transpire.
Step 3	Settlement
	The objective was to settle client's claims as expediently as possible rather than to obtain the best

	possible settlement for the client. The reason for this was the profit for SVDH was derived from the cost orders, for which they would inflate the bill of costs.
	Mr Supra would present the settlement figure to the client in the form of handwritten notes and inform the client that they could expect to receive 75% of the figure disclosed.
	The settlement which provided for costs would then be made an order of the court. Final payment would be made to the client after deducting the firm's fee of 25% of the award. At this point the clients' relationship with the firm would have ended.
Step 4	Drafting of the bill of costs
	The drafting of the bill of costs for SVDH as well as the correspondent attorney would commence as soon as the settlement agreement was made an order of the court.
	The claim in respect of costs would be finalised by agreement since the firm avoided taxation. The party and party costs received from R.A.F would simply be retained by the firm.
	The bill of costs was inflated by the inclusion of fictitious attendances/consultations, fictitious telephone calls, letter and e-mails, fabrication of the correspondent attorney's bill of costs and inflation of counsel's invoices (in order to align consultations "attended" as indicated on the bill of costs of SVDH.
Step 5	Fee transfers
	Upon receipt of the party and party costs from R.A.F the monies would be transferred to the firm's business account alternatively the firm's business savings account.

6.7 Mr Stephen May furnished the Legal Practice Council with a letter dated 22 July 2020 wherein he outlined the various issues which he believed to be misconduct on the part of SVDH. The issues raised are as follows:

- 6.7.1 The firm touted for clients. In the case of Ms Dhlamini, it appears to have been a SAPS member that forwarded the firm her accident report from the Parys Police Station. Ms Dhlamini was thus induced to appoint SVDH;
- 6.7.2 The former clients of the firm which he had consulted with indicated to him that the arrangement was that SVDH would take 25% of the capital award as their fee without any mention of their normal fee structure or hourly rate. The fee agreement is thus contrary to the Contingency Fees Act and the Legal Practice Council Rules regarding contingency fees;
- 6.7.3 On the day of trial the client would meet Counsel however, there are no witnesses or medical experts present which one would expect on a trial date;
- 6.7.4 The client would then be informed that there is a settlement offer and informed that this is the best offer they would receive and that may end up getting less or alternatively waiting years for another trial date;
- 6.7.5 SVDH does not properly account to clients;
- 6.7.6 When the settlement is received in the firm's trust banking account, SVDH merely deducts an amount of no less than 25% of the settlement account in respect of their fees;
- 6.7.7 SVDH's normal fee is not calculated;
- 6.7.8 During their search at the firm's offices they only found about 30 files but he is reasonably certain that a substantial amount of other files had been removed from the firm's offices.
- 6.7.9 The party and party bill of costs were inflated with fictitious attendances;
- 6.7.10 SVDH appointed Jacques Swanepoel Attorney as a post-box correspondent and misrepresented him as being an active correspondent. In each matter Mr Swanepoel charged an amount of between R1, 300.00 and R1, 700.00. SVDH however drafted a bill of cost of between R30, 000.00 – R40, 000.00 in

his name and even added VAT to the bill despite Mr Swanepoel not being registered as a VAT vendor;

6.7.11 SVDH would not disclose the party and party costs to the client. The costs were retained by the firm.

6.8 I discussed the allegations levelled against the firm (as outlined in paragraph 6.5 – 6.7 above) with Mr Supra and Mr Bosman during my meeting with them on 22 October 2020. Their representations regarding the allegations are detailed below:

6.8.1 Allegation: The firm touts for clients. Ms Dhlamini alleges that someone from the firm contacted her in January 2015. The person who contacted her informed her that they (the firm) were aware of her accident and enquired if she would like to institute a claim against R.A.F.

Response

6.8.1.1 Mr Supra advised that he had consulted with Ms Dhlamini as well as the 3 (three) other individuals who were with her in the motor vehicle at the time of the accident at the firm's office.

6.8.1.2 Ms Dhlamini's claim originated in 2015 (to his recollection) however, he could not recall how she had come to the firm and neither could he recall if he paid for the cost of her transport to their offices.

6.8.2 Allegation: Clients are not furnished with a copy of the fee agreement that they enter into with the firm.

Response

6.8.2.1 Mr Supra advised that it was not standard practice for the firm to provide a copy of the fee agreement to clients. Clients are asked if they would like a copy of the fee agreement and if they do, then a copy of the fee agreement is provided.

6.8.3 Allegation: The firm charged a flat fee of 25% (and sometimes in excess of 25%). The firm did not determine its normal fees in respect of claims against R.A.F).

Response:

6.8.3.1 Mr Supra stated that generally if the settlement amount was less than an amount of R1,000,000.00 (One Million Rand) then the firm the firm would debit a fee amounting to 25% of the settlement amount as the firm's fees would be in the region of R300,000.00 (Three Hundred Thousand Rand).

6.8.3.2 If a claim is settled for an amount in excess of R1, 000,000.00 (One Million Rand) then the firm's attorney and client fees would be the fees per their bill of costs drawn on a party and party scale multiplied by a factor of 2 (two) according to Mr Supra.

6.8.3.3 Mr Supra stated that the firm was not renowned for personal injury matters. The firm's clients (in respect of personal injury matters) were client's that the larger personal injury firms did not want. The claims that the firm generally attended to were settled for less than R1, 000,000.00 (One Million Rand).

6.8.4 Allegation: The trial date is a farce designed to inflate the firm's bill of costs drawn on party and party scale

6.8.4.1 In the past a claim would not progress until such time as a trial date was obtained;

6.8.4.2 At pre-trial the Judge would go through the matter and certify that the matter is ready for trial;

6.8.4.3 Experts would then be instructed to prepare joint reports. In certain instances, the joint reports would only be received on the day of the trial;

- 6.8.4.4 In Ms Dhlamini's case there were no witnesses as R.A.F had conceded merits;
- 6.8.4.5 In the event that a settlement is recorded with the attorneys representing R.A.F then the experts are not required. Furthermore, the courts do not allow reservation fees for witnesses.
- 6.8.5 Allegation: The firm does not account to its clients in writing
- 6.8.5.1 Mr Supra admitted that the firm previously did not issue clients with a written statement of account;
- 6.8.5.2 Since the complaint of Mr Stephan May the firm has started to issue statement of accounts to clients;
- 6.8.5.3 Despite not issuing clients with a written statement of account in the past, Mr Supra stated that he explained to the clients how the settlement offer was calculated;
- 6.8.5.4 Mr Supra further stated that the client would be informed that they would receive 75% of the settlement amount less any amounts to be paid to bridging financiers.
- Mr Supra elaborated by stating that certain clients obtained bridging finance from a company called, "Setsebi Finance" (now called We-Breach) or alternatively "RAF Pay" which was secured by the claim against R.A.F.
- By the practitioner's own admission, the firm has contravened Rule 54.12 of the Legal Practice Council Rules in that the firm failed to render a written statement of account to its clients on finalisation of their mandate.
- 6.8.6 Allegation: Ms Dhlamini did not receive full payment of the amount due to her.

- 6.8.6.1 Mr Supra advised that Ms Dhlamini had applied for bridging finance
- 6.8.6.2 She did not receive the full 75% of the settlement amount as a portion of the monies due to her was utilised to settle the bridging financiers.
- 6.8.7 Allegation: Mr Crichton alleged that the firm's bill of costs were inflated by the inclusion of fictitious attendances/consultations, telephone calls, letters, as well as fabrication of the correspondent attorney's (Jacques Swanepoel Attorneys) bill of costs.
- 6.8.7.1 Mr Supra advised that he was not in a position to comment on the allegation without knowing any specific details regarding the allegation;
- 6.8.7.2 Mr Supra advised that the firm did draft the correspondent attorney, Jacques Swanepoel Attorney's bill of costs in order to save costs;
- 6.8.7.3 The firm's bill of costs as well the correspondent attorney's bill of costs were scrutinised and approved by cost consultants acting for R.A.F according to Mr Supra.
- 6.8.8 Allegation: Files had been removed from the firm's offices
- 6.8.8.1 Mr Bosman stated that the files were last removed from the firm's office premises approximately 2 (two) years ago however, the files removed were closed files which were no longer required to be retained by the firm.
- 6.8.8.2 Mr Bosman advised that they were completely unaware of the Anton Piller order, thus it was certainly not the case they had removed files from the office in order to prevent the Sheriff from taking possession of the said files.

6.8.8.3 Mr Stephan May indicated that during their search at the firm's offices they had only found about 30 files (refer to paragraph 6.7.8 above).

In my letter dated 23 October 2020 to the firm (refer to Annexure C) I requested that the firm provide a complete list of all closed matters relating to claims against the Road Accident Fund (RAF) since 2015.

The list provided by the firm indicated that the firm had 125 closed matters relating to motor vehicle accident claims since 2015.

A copy of the list provided by the firm is attached hereto as Annexure Q.

It would thus appear that there are merits to the allegation.

6.9 I inspected the trust creditor ledger account of Ms Dhlamini and summarised the transactions thereon as follows:

Description	Amount
Capital	R683,454.90
Party and party costs	R311,982.69
Sub-total	R995,437.59
<i>Less:</i>	
Fees	(R288,139.44)
Disbursements	(R160,906.98)
Payment to medical aid (Polmed)	(R106,000.00)
Payment to client	(R440,391.17)
Balance	R nil

A copy of the trust creditors ledger account is attached hereto as Annexure G1.

An analysis of the trust creditors ledger account into the above-mentioned components is attached hereto as Annexure G2.

- 6.10 The summary above indicates that the firm's fees in the matter amounted to R288,139.44 in circumstances where the capital received from R.A.F was an amount of R683,454.90. Despite Mr Supra's assertion that the firm's fees would amount to 25% of the capital award in cases where the claim value was less than R1 million, the ledger indicates that the firm debited fees which equate to 42.16% of the capital award.

The firm has thus not complied with the provisions of the Contingency Fees Act 66 of 1997 ("CFA") and has overreached the client. The directors of the firm have thus contravened paragraph 18.7 of the Code of Conduct.

- 6.11 The trust creditors ledger also reflects a payment in the amount of R106,000.00 on 23 October 2018. The narration for this payment is, "Polmed". Polmed is the South African Police Service Medical Scheme. The criteria for be eligible for membership (according to the Rules of the medical aid) are as follows:

"6.1.1 Current members who are duly Registered Members of the Scheme

6.1.2 Every member of the South African Police Service, appointed in terms of the South African Police Service Act, 1995 is eligible to become a member of the Scheme from the date of his appointment as a member of the South African Police Service."

- 6.12 According to Ms Dhlamini's founding affidavit in relation to her ex parte application for an Anton Piller order against the firm, she indicates that she is a retired teacher. Ms Dhlamini further states in her affidavit that she not a SAPS member (refer to paragraph 6.5.2 above. The payment to Polmed is thus concerning and requires further investigation.

- 6.13 The trust creditors ledger indicates a payment in the amount of R1,370.00 to Swanepoel Attorneys who acted as correspondent attorneys in the matter. The taxed correspondent bill of costs drawn on a party and party scale however, indicates that the correspondent's fees and disbursements after taxation amounted to R42,263.99.

A copy of the bill of costs is attached hereto as Annexure 12.

The discrepancy would indicate that the correspondent attorneys bill of costs was inflated in order to for the firm to receive a higher settlement in respect of costs from

R.A.F. Furthermore, it is apparent that only the firm benefited from this practice as the party and party costs were not paid to the client.

The above-mentioned practice is dishonest and amounts to defrauding the Road Accident Fund. I am thus of the view that the practitioner (i.e Mr Supra) has contravened paragraph 3.1 of the Code of Conduct in that he failed to act with honesty and integrity.

The directors of the firm (Mr I Bosman, Ms A Kleinen, Mr J.J Slabbert) addressed a letter dated 17 December 2020 to the Legal Practice Council. The letter indicated that the manner in which the correspondent accounts were handled by Mr Supra were unacceptable to the board of directors and that Mr Supra was requested to resign as a director (which he did). The letter further indicates that the firm intends to take up the matter of the correspondent accounts with R.A.F with the proposal that the correspondent accounts be revised and that the firm settle any possible over payment.

A copy of the letter dated 17 December 2020 is attached hereto as Annexure R.

6.14 A comparison of the disbursements per the firm's bill of costs (party and party) to the trust creditors ledger revealed the following discrepancies:

6.14.1 The bill of costs reflects a disbursement in respect of Adv. F Darby (item no.111 on the bill of cost) on 30 April 2018 for an amount of R10,800.00. The ledger, however, did not reflect a payment of R10,800.00 to Adv. Darby;

6.14.2 The bill of costs reflects a disbursement (item no.159 on the bill of costs) in respect of an invoice from Fundamedical for the report of Dr J.J Schutte for an amount of R5,700.00. The ledger however indicates that only an amount of R2,850.00 was paid to Dr Schutte.

A copy of the ledger is attached hereto as Annexure G1.

A copy of the firm's bill of costs in the matter is attached hereto as Annexure I1.

6.15 Further investigation is required in order to establish the validity of the disbursements per the trust creditor's ledger.

7. MS MAMOLEFE ANNAH MOGALE

7.1 Ms Dhlamini's application for *ex parte* Anton Pillar relief (as indicated in paragraph 6.3 above) was supported by an affidavit deposed to by Ms M.A Mogale. In Ms Mogale's affidavit she states the following:

7.1.1 She was travelling in the same vehicle as Ms Dhlamini as well as Ms S Mlambo and Ms A Mokoena, which was involved in an accident on 1 September 2014. They were all injured as a result of the accident and were treated at Potchefstroom Mediclinic;

7.1.2 She was unaware of how SVDH came to know of her however, someone from the firm, SVDH contacted her and informed her that they had seen the police accident report;

7.1.3 She only visited the offices of SVDH once in November 2014, at which time Mr Supra had consulted with her as well as Ms Mlambo and Ms Dhlamini;

7.1.4 She travelled to Johannesburg for her medical consultations and her travel expenses were paid however, she now is aware that the cost of the travel was debited to her account;

7.1.5 She was requested to attend Court on 28 May 2018. Mr Supra then contacted her and advised her to meet with him at a nearby coffee shop;

7.1.6 She met with Mr Supra at the coffee shop and he handed her a piece of paper with an amount on it. She could not recall the exact amount however, it was in the region of R200,000.00. Mr Supra informed her that this was the settlement amount being offered and enquired if she was satisfied with that amount;

7.1.7 She informed Mr Supra that she was not satisfied with the settlement offer however, Mr Supra insisted that she accept the offer. Mr Supra did not inform her of the merits of the matter, the prospect of success at trial or the likely quantum of the claim if her claim was successful at trial. Mr Supra's sole focus was the settlement of the matter;

7.1.7 She eventually signed the documents given to her, although she did not understand them and nor were they explained to her;

7.1.8 The matter was settled that day in Court even though she was not present in Court as Mr Supra requested that she not come into the Court room;

7.1.9 She did not receive a statement of account from the firm;

7.1.10 She was paid an amount of R184,585.50 however, she is now aware that the firm received a total amount of R607,109.51 in respect of her claim which consisted of:

7.1.10.1 R249,314.00 in respect of the settlement of her claim

7.1.10.2 R357,795.51 in respect of the taxed legal costs and disbursements

A copy of Ms Mogale's affidavit is attached hereto as Annexure J1.

7.2 I inspected the trust creditor ledger account of Ms Mogale and summarised the transactions thereon as follows:

Description	Amount
Capital	R249,314.00
Party and party costs	R357,795.51
Sub-total	R607,109.51
Less:	
Fees	(R229,981.66)
Disbursements	(R190,142.35)
Payment to client	(R186,985.50)
Balance	R nil

A copy of the trust creditors ledger account is attached hereto as Annexure J2.

An analysis of the trust creditors ledger account into the above-mentioned components is attached hereto as Annexure J3.

- 7.3 The summary above indicates that the firm's fees in the matter amounted to R229,981.66 which is approximately 92.25% of the settlement amount received from R.A.F. This is once again contrary to Mr Supra's assertion that the firm's fees would amount to 25% of the capital award in circumstances where the claim is for an amount less than R1 million.

The firm has thus not complied with the provisions of the Contingency Fees Act 66 of 1997 ("CFA") and has overreached the client. The directors of the firm have thus contravened paragraph 18.7 of the Code of Conduct.

- 7.4 According to the ledger, Ms Mogale received 75% of the capital award. The ledger indicates that the firm retained the party and party costs. This practice amounts to overreaching considering that a portion of the bill of costs drawn on a party and party scale relates to the firm's fees. The directors of the firm have thus contravened paragraph 18.7 of the Code of Conduct.

- 7.5 Annexed to Ms Mogale's affidavit (as referred to in paragraph 7.1 above) was a copy of a letter dated 23 August 2018 from the firm to Pule Inc. who represented R.A.F. The letter conveyed the firm's acceptance of the settlement of their bill of costs which comprised of:

Main bill	R305,047.13
Correspondent bill	R 52,748.38
Total	R357,795.51

A copy of the firm's letter dated 23 August 2018 is attached hereto as Annexure J4

- 7.6 The trust creditors ledger confirms that an amount of R357,795.51 was paid into the firm's trust banking account on 27 March 2019.
- 7.7 According to the ledger only an amount of R1,165.00 was paid to the correspondent attorney, i.e. Swanepoel Attorneys. It would thus appear that the correspondent attorney's bill of costs was inflated in order to secure a higher settlement in respect of costs from R.A.F.

7.8 The ledger reflects the following high value disbursements:

No	Date	Payee	Description	Amount
1	05/03/2018	Unkown	Claim reports	R20,000.00
2	29/03/2019	Unkown	Claim reports	R20,000.00
3	23/10/2018	Funda Medical – Dr N Arm – IN116981	Unknown	R11,400.00
4	23/10/2018	Funda Medical – Dr M Rennie – IN116890	Uknown	R11,400.00
5	29/10/2018	Funda Medical – Dr C Hearn	Unknown	R14,820.00
6	06/11/2018	Adv. F Darby	Counsel fees	R28,800.00
7	29/03/2019	Adv. F Darby	Counsel fees	R28,800.00
8	05/11/2020	Funda Medical – Dr M Rennie 2 nd half	Industrial Psychologist	R11,400.00
9	05/11/2020	Funda Medical – Dr N Arm 2 nd half	Unkown	R11,400.00
10	05/11/2020	Funda Medical – Dr L.F Oelofse and Dr Schutte 2 ND half	Orthopaedic surgeon	R14,250.00
11	29/03/2019	Johan Sauer	Actuary	R11,845.00

7.8.1 The payments for, "claim reports" for a cumulative amount of R40,000.00 is unusual. These payments require further investigation however, in the absence of the client file I was unable to ascertain the beneficiary of these payments and what they actually relate to.

7.8.2 A total amount of R57,600.00 was paid to Adv. F Darby. In the absence of the client file I was unable to inspect Adv. Darby's invoices to determine the extent of the work she performed. It should be noted that the matter was settled and did not proceed to trial.

7.8.3 Further investigation is required to establish the validity of the disbursements to the medical experts.

8. MS PODILE ANASTACIA MOKOENA

8.1 Ms Dhlamini's application for *ex parte* Anton Piller relief (as indicated in paragraph 6.3 above) was supported by an affidavit deposed to by Ms P.A Mokoena. In Ms Mokoena's affidavit she states the following:

8.1.1 She was travelling in the same vehicle as Ms Dhlamini, Ms Mlambo and Ms Mogale at the time of the motor vehicle accident, in which they were all injured;

8.1.2 Her career at the South African National Defence Force (SANDF) has been drastically affected and a promotion within the ranks of the SANDF is not likely;

8.1.3 Someone from SVDH contacted her and informed her that they had seen the police accident report;

8.1.4 She only consulted once with Mr Supra late in 2014 or early 2015 and did not see him again until 2018 when she attended court;

8.1.5 She consulted with several medical professionals during 2015 but does not remember their names, nor was she furnished with their medical reports;

8.1.6 Mr Supra initially informed her that an amount of R1.3 million would be claimed from R.A.F;

8.1.7 On the court date, Mr Supra informed her that the matter would be settled for an amount of R700,000.00. She thought that the amount was not sufficient considering the extensive injuries which she had sustained however, Mr Supra informed her that if she did not accept the settlement offer, the matter would take another 2 years to finalise and that she may only receive R50,000.00 – R100,000.00;

8.1.8 She agreed to the settlement however, she was not in court at the time the settlement agreement was made an order of the court, as Mr Supra requested that she wait in the passage;

8.1.9 She was paid an amount of R450,000.00 which is less than the amount expected as Mr Supra advised her that his fees would amount to 25% of the capital award;

8.1.10 She requested the stamped settlement agreement from Mr Supra on numerous occasions however, Mr Supra failed to provide her a copy;

8.1.11 She did not receive a proper accounting from the firm and was uncertain about the correctness of the amount paid to her.

A copy of the affidavit is attached hereto as Annexure K1.

8.2 I inspected the trust creditor ledger account of Ms Mokoena and summarised the transactions thereon as follows:

Description	Amount
Capital	R838,588.75
Party and party costs	R282,028.43
Sub-total	R1,120,617.18
Less:	
Fees	(R251,509.47)
Disbursements	(R180,518.96)
Payment to client	(R450,000.00)
Payment to Polmed	(R238,588.75)
Balance	R nil

A copy of the trust creditors ledger account is attached hereto as Annexure K2.

An analysis of the trust creditors ledger account into the above-mentioned components is attached hereto as Annexure K3.

8.3 The firm's fees in the matter amounted to approximately 30.10% of the capital award received from R.A.F. It would thus appear that fees debited in the matter, did not comply with the provision of the Contingency Fees Act.

In light of the fees charged to the client being higher than that permitted in terms of the Contingency Fees Act I am of the view that the client was overreached. The directors of the firm have thus contravened paragraph 18.7 of the Code of Conduct.

8.4 The payment to Ms Mokoena appears to have been calculated in the following manner:

Capital award	R838,588.75
Less: Payment to Polmed	(R238,588.75)
Sub-total	R600,000.00
Less: Contingency fee at 25%	(R150,000.00)
Payment due to client	R450,000.00

8.5 The accounting summary contained in paragraph 8.2 above indicates that the party and party costs was not paid to the client. Further to this Ms Mokoena indicates in her affidavit that she is employed by the South African National Defence Force. SANDF members are not eligible for membership of Polmed (refer to Annexure H for an extract of Polmed's membership rules). It is possible that the Ms Mokoena was a member of Polmed as a result of her spouse being employed by the South African Police Services however, the payment is suspicious and requires further investigation.

8.6 The ledger reflects the following high value disbursements:

No	Date	Payee	Description	Amount
1	23/01/2018	Fundamedical	Unknown	R11,400.00
2	23/01/2018	Fundamedical	Unknown	R17,100.00
3	05/03/2018	Fundamedical	Unknown	R7,980.00
4	06/04/2018	Fundamedical for M Hales	Occupational Therapist	R7,980.00
5	05/06/2018	Johan Sauer	Actuary	R11,400.00
6	05/06/2018	Fundamedical for Dr Kruger	Unknown	R11,400.00
7	05/06/2018	Fundamedical for M Hales	Occupational Therapist	R11,400.00
8	05/06/2018	Fundamedical for Oelofse and Schutte	Orthopaedic surgeon	R14,250.00

9	05/06/2018	Claim reports: Neurosurgeon	Unknown	R20,000.00
10	04/07/2018	Adv. F Darby	Counsel fees	R61,200.00

Further investigation of the above-mentioned disbursements is required in order to establish the validity thereof.

9. MS SANAH NOMUISELO MLAMBO

9.1 Ms Dhlamini's application for *ex parte* Anton Piller relief (as indicated in paragraph 6.3 above) was supported by an affidavit deposed to by Ms S.N Mlambo. In Ms Mlambo's affidavit she states the following:

9.1.1 She is an adult female schoolteacher;

9.1.2 She was the driver of the vehicle transporting Ms Dhlamini, Ms Mokoena and Ms Mogale on 1 September 2014, at the time of the motor vehicle accident in which they were all injured and were treated at Potchefstroom Mediclinic;

9.1.3 She is unaware of how the firm (SVDH) came to know of her or handle her claim however, someone from the firm's offices had contacted her;

9.1.4 On 26 April 2018, being the trial date, she met with Mr Supra at court and he requested that she not come into the court room;

9.1.5 Mr Supra produced a piece of paper on which a settlement amount was written. She could not recall the exact amount but recalls that it was in the region of R700,000.00;

9.1.6 Mr Supra explained that from the settlement amount, an amount equating to 25% would be deducted in respect of the firm's fees and a further 10% would be deducted because she was found to be partially at fault for the accident;

9.1.7 She has been subsequently advised that the 10% in respect apportionment of damages could not have emanated from a judgement as she had not given evidence at court;

9.1.8 She has thus been advised that the 10% apportionment must have either been a settlement on the merits in respect of which she was never consulted and gave no instruction or alternatively, a lie to justify additional deductions which the firm was not entitled to;

9.1.9 She requested a copy of the signed and stamped settlement agreement from Mr Supra on several occasions however, Mr Supra failed to provide her with the same;

9.1.10 She is now aware that the firm received a cumulative amount of R1,069,340.68 which comprised of:

9.1.10.1 R787,841.00;

9.1.10.2 R281,499.68

9.1.11 She was paid an amount of R488,844.32 which implies a deduction of 38% of the capital received from R.A.F;

9.1.12 She did not receive proper accounting from the firm and as uncertain about the correctness of the amount paid over to her.

A copy of Ms S.N Mlambo's affidavit is attached hereto as Annexure L1.

9.2 I inspected the trust creditor ledger account of Ms Mlambo and summarised the transactions thereon as follows:

Description	Amount
Capital	R787,841.00
Party and party costs	R281,499.68
Sub-total	R1,069,340.68
Less:	
Fees	(R282,114.21)
Disbursements	(R159,750.25)
Payment to client	(R489,644.32)
Payment to Polmed	(R134,981.90)

Balance	R2,850.00
---------	-----------

A copy of the trust creditors ledger account is attached hereto as Annexure L2.

An analysis of the trust creditors ledger account into the above-mentioned components is attached hereto as Annexure L3.

- 9.3 The ledger reflects that the firm's cumulative fees in the matter amounted to R282,114.21 which is approximately 35.81% of the capital amount received from R.A.F.

It is thus apparent that the firm's fees were in excess of the maximum fee permitted in terms of the Contingency Fees Act. The directors of the firm have thus contravened paragraph 18.7 of the Code of Conduct in that the client was overreached.

- 9.4 The amount paid to Ms Mlambo appears to have been calculated as follows:

Capital award	R787,841.00
Less: Payment to Polmed	(R134,981.90)
Sub-total	R652,859.10
Less: Contingency fee at 25%	(R163,214.78)
Payment due to client	R489,644.33

- 9.5 From the above it is clear that the firm does not deduct any disbursements from the capital however, the party and party costs recovered from R.A.F are retained by the firm. This is contravention of Rule 6.6 of the Rules made in terms of Section 6 of the Contingency Fees Act 66 of 1997. The effect of this practice is that the client has been overreached and amounts to a contravention of paragraph 18.7 of the Code of conduct.
- 9.6 The payment to Polmed (medical aid for the South African Police Services) in the amount of R134,981.90 is suspicious considering that Ms Mlambo indicated in her affidavit that she was a schoolteacher. Further investigation is required to establish the validity of this payment.
- 9.7 Annexed to Ms Mlambo's affidavit (as referred to in paragraph 9.1 above) was a copy of a letter dated 25 September 2018 from the firm to KHR Attorneys, who represented

R.A.F. The letter conveyed the firm's acceptance of the settlement of their bill of costs which comprised of:

Main bill	R251,211.90
Correspondent bill	R 30,287.78
Total	R281,499.68

A copy of the firm's letter dated 25 September 2018 is attached hereto as Annexure L4.

- 9.8 The trust creditors ledger confirms that an amount of R281,499.68 was paid into the firm's trust banking account on 28 March 2019.
- 9.9 According to the ledger only an amount of R1,165.00 was paid to the correspondent attorney, i.e. Swanepoel Attorneys. It would thus appear that the correspondent attorney's bill of costs was inflated in order to obtain a higher settlement in respect of costs from R.A.F.
- 9.10 Attached to Ms Mlambo's affidavit was a copy of her trust creditor ledger account which was extracted from the firm's records by the whistle-blower and former employee of the firm, Mr W.R Crichton. The ledger reflects that the last entry in the matter was recorded on 5 April 2019. On this date the firm recorded a fee in the amount of R13,009.66 which then resulted in the ledger account having a nil balance as at 5 April 2019. The ledger account appears to have been printed by Mr Crichton on 2 October 2019. A copy of this ledger account is attached hereto as Annexure L5.
- 9.11 The trust creditor ledger, which was furnished to me however, indicated that following transactions were posted after 5 April 2019:

Date	Description	Amount	Dr/Cr
05/04/2019	Balance	R nil	
03/11/2020	Normal fee reversed	(R37,050.00)	Cr
05/11/2020	Payment – Fundamedical – Dr Z Schaik 2 nd Half	R11,400.00	Dr
05/11/2020	Payment – Fundamedical – M Hales 2 nd Half	R11,400.00	Dr

05/11/2020	Payment – Fundamedical – Dr Oelofse 2 nd Half	R11,400.00	Dr
05/11/2020	Closing balance c/f	R2,850.00	Cr

9.12 I met with Mr Supra and Bosman on 22 October 2020 and received the requested accounting records from the firm on 10 November 2020 as indicated in paragraph 1.1 and 1.7 above.

It would thus appear that the firm reversed a portion of its fees and recorded three (3) payments to Fundamedical prior to furnishing me with the firm's accounting records. The timing of the entries referred to in paragraph 9.11 are suspicious and further investigation is required to establish the validity of the payments to Fundamedical.

9.13 In addition to the disbursements referred to in paragraph 9.11 above, the ledger reflects the following high value disbursements which require further investigation to determine if they were valid disbursements incurred:

No	Date	Payee	Description	Amount
1	11/07/2018	Fundamedical – IN116398	Unknown	R8,050.00
2	11/07/2018	Fundamedical – IN116397	Unknown	R8,050.00
3	11/07/2018	Fundamedical – IN116404	Unknown	R11,400.00
4	18/07/2018	Fundamedical	Unknown	R11,400.00
5	18/07/2018	Fundamedical	Unknown	R8,050.00
6	2018/11/06	Adv F Darby	Counsel fees	R27,500.00
7	2019/03/29	Adv F Darby	Counsel fees	R27,500.00
8	2019/03/29	Johan Sauer	Actuary	R18,745.00

10. MR MONGEZI XAKAMA

10.1 Ms Dhlamini's application for *ex parte* Anton Piller relief (as indicated in paragraph 6.3 above) was supported by an affidavit deposed to by Mr M Xakama. In Mr Xakama's affidavit he states the following:

- 10.1.1 He is an adult male security guard;
- 10.1.2 He was injured in a motor vehicle accident in Benoni on or about 21 December 2014 and had suffered injuries to his neck and spine as a result of being flung from the back of a "bakkie";
- 10.1.3 He was hospitalised at Sunshine Hospital in Actonville for a period of 5 days and underwent surgery to his neck;
- 10.1.4 After his accident he was contacted by someone from the firm's (SVDH) offices and they informed him that they would attend to his claim against R.A.F. He queried how they had obtained his contact details and was informed that they retrieved his details from someone at the hospital;
- 10.1.5 He attended a single consult at the offices of SVDH, early in 2015. He could not recall with whom he consulted with but recalls that he was advised that the firm would deduct a fee amounting to 10% of the final award. He was not given an estimate of the quantum;
- 10.1.6 The firm arranged transport for him from Bedfordview to the firm's offices in Kempton Park. He was transported in the back of a "bakkie", notwithstanding the circumstances of his accident or the resultant psychological trauma;
- 10.1.7 He consulted with medical specialists however, he cannot recall their names nor was furnished with a copy of their reports;
- 10.1.8 He was requested to attend court in the latter part of 2018 and was informed that his claim had been settled for an amount of R200,000.00 from which he would be paid an amount of R150,000.00;
- 10.1.9 He was dissatisfied with the settlement which did not appear to take into account the nature and extent of his injuries however, the overriding focus appeared to be the prompt settlement of the matter;
- 10.1.10 He is now aware that that SVDH received a total amount of R520,506.55 in respect of his claim which comprised of:

10.1.10.1 R200,000.00 in respect of the settlement;

10.1.10.2 R320,506.55 in respect of taxed costs and disbursements;

10.1.11 He did not receive any form of proper accounting from SVDH and was uncertain about the correctness of the amount paid over to him.

A copy Mr Xakama's affidavit is attached hereto as Annexure M1.

10.2 I inspected the trust creditor ledger account of Mr Xakama and summarised the transactions thereon as follows:

Description	Amount
Capital	R200,000.00
Party and party costs	R320,506.55
Sub-total	R520,506.55
Less:	
Fees	(R171,134.84)
Disbursements	(R210,771.71)
Payment to client	(R150,000.00)
Balance	(R11,400.00)

A copy of the trust creditors ledger account is attached hereto as Annexure M2.

An analysis of the trust creditors ledger account into the above-mentioned components is attached hereto as Annexure M3.

10.3 The ledger reflects that the firm's cumulative fees in the matter amounted to R171,134.84 which equates to 85.57% of the settlement amount received from R.A.F.

It is thus apparent that the firm's fees were in excess of the maximum fee permitted in terms of the Contingency Fees Act. The directors of the firm have thus contravened paragraph 18.7 of the Code of Conduct in that the client was overreached.

10.4 The ledger indicates that Mr Xakama was paid an amount of R150,000.00 (75% of the settlement amount) on 14 May 2019. It is thus clear that the firm does not deduct any disbursements from the client however, the party and party costs recovered from R.A.F are retained by the firm. This is contravention of Rule 6.6 of the Rules made in terms of Section 6 of the Contingency Fees Act 66 of 1997. The effect of this practice is that the client has been overreached.

10.5 Annexed to Mr Xakama affidavit (as referred to in paragraph 1.1 above) was a copy of a letter dated 6 February 2019 from the firm to R.A.F. The letter conveyed that the firm's bill of costs had been settled with Mthipane Tsebane Attorneys on 6 February 2019. According to the letter the payment due to the firm in respect of their taxed party and party costs was as follows:

Main bill	R251,211.90
Correspondent bill	R 30,287.78
Total	R281,499.68

A copy of the firm's letter dated 6 February 2019 is attached hereto as Annexure M4.

10.6 The trust creditors ledger confirms that an amount of R320,506.55 was paid into the firm's trust banking account on 30 July 2019.

10.7 According to the ledger only an amount of R1,575.00 was paid to the correspondent attorney, i.e. Swanepoel Attorneys on 5 August 2019. It would thus appear that the correspondent attorney's bill of costs was inflated in order to obtain a higher settlement in respect of costs from R.A.F.

10.8 Attached to Mr Xakama's affidavit was a copy of her trust creditor ledger account which was extracted from the firm's records by the whistle-blower and former employee of the firm, Mr W.R Crichton. The ledger reflects that the last entry in the matter was recorded on 11 September 2019. On this date the firm recorded a fee in the amount of R325.00 which then resulted in the ledger account having a nil balance as at 11 September 2019. The ledger account appears to have been printed by Mr Crichton on 2 October 2019. A copy of this ledger account is attached hereto as Annexure M5.

10.9 The trust creditor ledger, which was furnished to me however, indicated that following transactions were posted after 11 September 2019:

Date	Description	Amount	Dr/Cr
11/09/2019	Balance b/f	R nil	
03/11/2020	Normal fee reversed	(R47,600.00)	Cr
05/11/2020	Payment – Fundamedical – Dr M Rennie joint	R10,350.00	Dr
05/11/2020	Payment – Fundamedical – N Arm – 2 nd half	R11,500.00	Dr
05/11/2020	Payment – Fundamedical – Dr Oelofse 2 nd Half	R11,400.00	Dr
05/11/2020	Payment – Fundamedical – Dr Schutte	R2,850.00	Dr
05/11/2020	Payment – Fundamedical – M Rennie – 2 nd half	R11,500.00	Dr
05/11/2020	Payment – Fundamedical – Dr C Schutte – 2 ND half	R11,500.00	Dr
05/11/2020	Balance c/f	R11,400.00	Dr

It would thus appear that the firm reversed a portion of its fees and recorded six (6) payments to Fundamedical prior to furnishing me with the firm's accounting records. The timing of the entries referred to in paragraph 10.9 are suspicious and further investigation is required to establish the validity of the payments to Fundamedical.

11. CONTINGENCY FEES

- 11.1 During my discussion with Mr Supra (refer to paragraph 6.8.3.1) he stated that generally if the settlement amount was less than an amount of R1,000,000.00 (One Million Rand) then the firm would debit a fee amounting to 25% of the settlement amount as the firm's fees in the matter would be in the region of R300,000 (Three Hundred Thousand).
- 11.2 Implicit in Mr Supra's statement is that he assumed the firm's normal fees would be in the region of R300,000.00 (in respect of matters settled for an amount under

R1,000,000.00) and thus he had capped the fee to 25% of the settlement amount as per the requirements of S2(2) of the Contingency Fees Act.

- 11.3 I inspected the trust ledger accounts which related to motor vehicle accident claims. Below is a summary of the firm's fees in these matters:

Account	Capital Amount	Fees incl VAT	Fees excl VAT	Fees excl VAT as a % of the capital amount	Reference
BRA59/0001 - Marlon Dean Brass // Road Accident Fund	R964,706.54	R300,790.80	R261,557.20	27.11%	Annexure N1/N2
DE106/0001 - A T van der Vyver	R35,000.00	R 33,031.66	R28,975.14	82.79%	Annexure N3/N4
MUN43/0001 - Gourishanker Munmohan	R180,000.00	R85,470.05	R74,321.78	41.29%	Annexure N5/N6
PEN5/0001 - Min-Chung Pen	R30,513.00	R33,693.05	R29,413.48	96.40%	Annexure N7/N8
PRE145/0001 - Michael Willem Pretorius	R821,429.51	R246,214.70	R215,977.81	26.29%	Annexure N9/N10
SEF6/0001 - Peter Michael Sefularo	R515,995.95	R231,203.38	R201,046.42	38.96%	Annexure N11/N12

- 11.4 In respect of the above-mentioned matters, the ledger accounts indicate that the client was paid 75% of the capital award. The firm's fees in these matters exceeded 25% of the capital award primarily as a result of the party and party costs being retained by the firm.

12. ALLEGATIONS IN THE MEDIA

- 12.1 An investigative current affairs programme aired an episode titled, "RAF Fraud" on ETV on 24 November 2020. The episode contained the following allegations:

Touting

- 12.1.1 Mr W.R Crichton (former candidate attorney at the firm and whistle-blower) stated that clients were brought to the firm by touts and were paid an amount of R10,000.00 per matter;
- 12.1.2 Mr Sevrin Crawford (a police reservist) states that he started working with Mr Supra in 2016. According to Mr Crawford after had a taken a client to the firm, Mr Supra enquired if he knew how to procure more clients;
- 12.1.3 It would appear that Mr Crawford would obtain a mandate for the firm to act on behalf of individuals who had been involved in a motor vehicle accident. Mr Sevrin claimed that he would complete the necessary documentation on behalf of clients and obtain the hospital and police reports. He would then hand over a complete file to Mr Supra who would the pay him;
- 12.1.4 Mr Crawford states that within the first 7 – 8 months he procured approximately 75 clients for Mr Supra and in the second year he had obtained many more;
- 12.1.4 Mr Crawford states that his account with Mr Supra fell into arrears;
- 12.1.5 Mr Crawford also alleged that he was not the only tout employed by the firm.

Fraudulent attendances

- 12.1.6 Mr Crichton alleged that Mr Supra charged for consultations with client, witness and counsel that did not take place. He similarly alleged that Counsel charged for consultations with the attorney, client and witness did not take place;
- 12.1.7 According to Mr Crichton, clients were generally only consulted with on two occasions, being the initial consult and thereafter at court;
- 12.1.8 A former client of the firm, Mr Sydney Modise indicated that he had only attended one consultation at the firm and that he only met with Adv. Faith Darby once, which was at Court;

12.1.9 Another former client of the firm, Mr Jimmy Otto also alleges that he had only consulted with Mr Supra on 2 – 3 occasions.

12.1.10 Adv. Faith Darby's invoice reflects consultations with attorney and client which did not take place;

12.1.11 Mr Supra and Adv. Darby had not prepared for trials yet charged for trial preparation work, which included consultations with clients and experts that did not actually take place;

Failure to account /lack of transparency

12.1.12 Both Mr Modise and Mr Otto allege that they were instructed to wait outside the courtroom and that Mr Supra had merely written down the proposed settlement amount on a piece of paper;

12.1.13 Mr Modise was not aware of the amount that his claim was settled and had not seen any documents regarding his claim;

12.1.14 Mr Otto alleges that Mr Supra merely indicated to him how much he will receive after all deductions however, he did not receive any documentation.

12.2 According to Mr Crichton's supporting affidavit (in respect of Ms Dlamini's application for ex parte Anton Pillar relief as indicated in paragraph 6.3 above), the firm made use of "runners" who would sell the firm files for a commission ranging between R10,000.00 and R50,000.00.

12.3 Mr Crichton further alleges that payments to the "runners" were usually effected from the firm's business savings account. According to Mr Crichton the business savings account is an unaudited bank account used by the firm to fund its RAF practice.

12.4 I inspected the firm's bank statements in respect of their business savings account held at ABSA bank and noted numerous payments ranging from R10,000.00 to R15,000.00. The bank statements over the period 1 February 2019 to 31 January 2020 reflected numerous payments to, "AN Van Rooyen", "N Tshabalala", "LE Muller", "F Sebela", and "L Janse Van Rensburg".

Between the period 1 February 2019 to 31 January 2020, the bank statements of the firm's business savings account with ABSA reflected a cumulative amount of R385,000.00 which was paid to the afore-mentioned individuals.

A schedule reflecting these payments is attached hereto as Annexure P.

Further investigation is required to determine the reason for these payments.

13. TRUST POSITION

13.1 According to the accounting records, the trust position of the firm is as follows:

Date	Total Trust Creditors (R's)	Trust Funds available in terms of trust banking accounts	Surplus/ (Deficit)
29/02/2020	R65,682,216.13	R65,682,216.33	Nil

13.2 The trust position reported in the firm's Attorneys Annual Statement on Trust Accounts for the year ended 29 February 2020 which was submitted to the Legal Practice Council reflects the same trust position as per paragraph 12.1 above.

The auditor's report for the same financial year reflected an unqualified audit opinion.

A copy of the Attorneys Annual Statement on Trust Accounts as well as the auditor's report is attached hereto as Annexure O.

14. SUMMARY

14.1 Based on my instructions received from the Legal Practice Council: Gauteng Provincial Office and my findings thereon set out previously, I am of the opinion that the Directors of the firm did not comply with the Legal Practice Act 28 of 2014; Attorneys Act 53 of the 1979; the South African Legal Practice Council Rules; the Rules for the Attorneys Profession; the Rules of the Law Society of the Northern Provinces, the Code of Conduct and Rules made in terms of Section 6 of the Contingency Fee Act 66 of 1997;

- 14.1.1 Rule 54.12 of the South African Legal Practice Council Rules in that the Directors of the firm failed to render written statement of accounts to it's clients on finalisation of their mandate (in respect of motor vehicle accident claims). Mr Supra's admission of his failure to render a written statement of account to clients is noted in paragraph 6.8.5.4 above;
- 14.1.2 Paragraph 18.7 of the Code of Conduct in that clients of the firm had been overreached as a result of the Directors of the firm failing to comply with the provisions of the Contingency Fees Act 66 of 1997 as indicated in paragraph 6.10, 7.3, 8.3, 9.3 and 10.3;
- 14.1.3 Paragraph 18.7 of the Code of Conduct in that clients of the firm had been overreached as a result of the firm's practice of retaining the taxed party and party costs in respect of motor vehicle accident matters as highlighted in paragraph 7.4 above;
- 14.1.4 Rule 6.6 of the Rules made in terms of Section 6 of the Contingency Fees Act 66 of 1997 in that the firm retained the taxed party and party costs in respect of motor vehicle accident matters as described in paragraph 9.5 and 10.4 above
- 14.1.5 Section 3.1 of the Code of conduct in that the practitioner (Mr Supra) failed to act with honesty and integrity as explained in paragraph 6.13 above;

15. CONCLUSION

- 15.1 The Legal Practice Council – Gauteng received a copy of the court papers in respect of an application launched by Ms Thandi Caroline Dhlamini in the High Court of South Africa, Gauteng Local Division under case number, 2020/9518 against her erstwhile attorney namely, Schumann Ven Den Heever and Slabbert Inc. (SVDH).
- 15.2 The background of the matter is that Ms Dhlamini was injured in a motor vehicle accident on 1 September 2014. Ms Dhlamini was assisted by Mr Jakkie Supra (a former director of the firm (SVDH) in lodging a claim against R.A.F. The claim was settled on or about May 2018.

- 15.3 Ms Dhlamini was subsequently contacted by a whistle-blower at the firm, Mr William Richard Crichton (a former candidate attorney at SVDH) who had informed her of certain facts relating her claim against R.A.F.
- 15.4 Ms Dhlamini brought an application for *ex parte* Anton Piller relief for the preservation of the files and records which were in the possession of her former attorneys (being SVDH), which would enable her and members of the class constituting the eight respondent (being all persons with claims against R.A.F which were prosecuted by SVDH), to finalise claims which they have against SVDH.
- 15.5 The complaint received from Stephan G May Attorney together with the court papers and media coverage contain numerous allegations of misconduct relating to the firm's Road Accident Fund claims department which was headed up Mr Jakkie Supra (a former director of the firm).
- 15.6 I met with Mr Supra and Mr Bosman at the firm's offices on 22 October 2020. The directors of the firm were informed of my mandate to conduct an inspection of the firm's accounting records, the reasons for the inspection and that the report that I would be compiling upon finalisation of the inspection.
- Mr Bosman was furnished with my mandate and acknowledged receipt.
- 15.7 The directors of the firm were informed of the accounting records required for the inspection via a letter dated 23 October 2020 which was e-mailed to Mr Bosman. The firm provided the requested accounting records in electronic format on a flash drive which was couriered to the offices of the Legal Practice Council on 10 November 2020.
- 15.8 As a result of Ms Dhlamini's application for Anton Piller relief the firm's client files relating to motor vehicle accident claimed were uplifted from the firm's offices by the Sheriff. I thus did not have access to the firm's client files which related to motor vehicle accident claims.
- 15.9 Mr Crichton, a former candidate attorney at the firm's R.A.F litigation department over the period November 2017 until October 2019 (and now a whistle-blower) alleges that the firm made use of, "runners" who would sell files to the firm for a commission of between R10,000.00 to R50,000.00 and that these payment were usually effected form the firm's business savings account.

- 15.10 The allegations of touting is echoed by Mr Sevrin Crawford who featured on an investigating and current affairs television programme episode entitled, "RAF Fraud" which aired on ETV on 24 November 2020. Mr Crawford alleges that he started working with Mr Supra in 2016 and that Mr Supra had enquired if he knew how to procure more clients.
- 15.11 Mr Crawford alleges that he had procured approximately 75 clients for Mr Supra within the first 7 – 8 months and that he had obtained many more clients for Mr Supra in the second year.
- 15.12 The affidavits of Ms T.C Dhlamini, Ms M.A Mogale, Ms P.A Mokoena, Ms S.N Mlambo and Mr M Xakama all indicate that someone from the firm had contacted them and that they were informed that the firm would assist with their claim against the Road Accident Fund.
- 15.13 During my discussion with Mr Supra he advised that he could not recall how Ms Dhlamini had come to the firm.
- 15.14 An inspection of the firm's bank statements in respect of their savings account revealed numerous payments ranging between R10,000.00 to R15,000.00 that was paid to regularly to certain individuals. These payments correlate with the allegations made by Mr Crichton however, further investigation is necessary to establish the nature and reason for these payments.
- 15.15 It was also alleged that the firm did not comply with the provisions of the Contingency Fees Act. According to the complaint of Stephan G May Attorney, clients which had consulted with him indicated that they were informed that SVDH would retain 25% of the capital award as their fee without any mention of their normal fee structure or hourly rate.
- 15.16 During my discussion with Mr Supra he stated that generally if the settlement amount was less than R1 million then the firm would debit a fee amounting to 25% of the settlement amount as the firm's fees would be in the region of R300,000.00 (Three Hundred Thousand Rand). Mr Supra informed me that most claims attended to by the firm were generally settled for an amount less than R1 million.

According to Mr Supra, if a claim was settled for more than R1 million then the firm's attorney and client fees would amount to the firm's fees per the bill of costs drawn on a party and party scale multiplied by a factor of 2 (two).

15.17 Implicit in Mr Supra's statement is that were claims are settled for less than R1 million the firm's normal fees are not determined, and it is assumed that the firm is entitled to a fee amounting to 25% of the capital award.

15.18 In the various matters which I had inspected, the firm's fees generally amounted to more than 25% of the capital award. This was primarily due to the firm's practice of retaining the party and party costs.

It was standard practice for the firm to pay client's 75% of the capital award and retain the party and party costs in full. This practice is contrary to the Rules made in terms of Section 6 of the Contingency Fees Act 66 of 1997 and the ultimate effect is that the clients were overreached.

15.19 During my discussion with Mr Supra it was evident that clients were not furnished with a copy of the fee agreement which they had entered with clients. According to Mr Supra clients are asked if they would like a copy of the fee agreement and only if they do, is a copy of the agreement provided to them.

15.20 Mr Crichton also alleges that the firm's main focus was the prompt settlement of a claim with R.A.F as their main source of profit was the cost awards.

According to the affidavits deposed to by some of the firm's former client's, it would appear that Mr Supra did not inform the clients of the merits of their matter, the prospect of success at trial or the likely quantum of the claim if the claim is successful at trial. The affidavits deposed to by the firm's former clients indicate that Mr Supra's focus was on settlement of the matter and that Mr Supra had motivated that they accept the settlement being offered to them.

15.21 The affidavits of the firm's former clients indicate a consistent pattern whereby Mr Supra requests that the clients not be present in the court room at the time the settlement is made an order of the court. The affidavits of the firm's former clients indicate that they were requested to wait outside the court room or at a nearby coffee

shop and that their settlement offer was presented to them in the form of a handwritten amount on a piece of paper.

15.21 The lack of transparency is further exacerbated by Mr Supra's admission that he did not account to clients in writing on finalisation of their mandate.

15.22 Based on the affidavits of the firm's former clients it would appear that they were not provided with copies of their settlement agreements with R.A.F, nor did they receive copies of their medical reports or a statement of account.

15.23 During the course of the inspection it was also identified that the firm utilised the services of a correspondent attorney namely, Jacques Swanepoel Attorneys. In certain instances, the firm's trust creditor ledger accounts indicate that the firm paid Swanepoel Attorneys their fees which were usually less than an amount of R2,000.00. The firm however, prepared a bill of costs on behalf of Swanepoel Attorneys which was then settled with the attorneys acting on behalf of the Road Accident Fund. It was identified that despite Swanepoel Attorneys charging less than an amount of R2,000.00 for their services the firm had the correspondent bill of costs settled for amounts ranging between R30,000.00 – R52,000.00.

15.24 The party and party costs were retained in full by the firm and were debited (to an extent) by the firm as fees. As a result, the firm's fees would generally exceed 25% of the capital award.

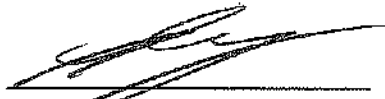
This practice was clearly dishonest, and the result is that R.A.F was ultimately defrauded as a result of the inflated bill of costs.

15.25 The Legal Practice Council received a letter from the firm during December 2020 whereby the directors indicated that they found the manner in which Mr Supra handled the correspondent accounts unacceptable and had thus requested that he resign as a director of the firm (which he did).

15.26 The remaining director of the firm informed the Legal Practice Council that they intend to communicate with R.A.F and that they would propose that the correspondent accounts be revised and that any possible over-payment (to the firm) be paid back to R.A.F.

15.27 In addition to the afore-mentioned fraudulent conduct it was identified in several instances that the firm claimed to have had effected payments to, "Polmed" (medical aid for the South African Police Services) in instances where the claimants advised that they were not employed by the South African Police Services. These payments are thus suspicious and would require further investigation.

15.28 Considering the nature of the findings contained in this report I recommend that my report be referred to the Disciplinary Department.



A Reddy

Chartered Accountant (SA)

Auditor –Risk & Compliance

GAUTENG PROVINCIAL OFFICE

2nd Floor Protea Towers | C/o Pretorius Street and Bank Lane | Pretoria | 0002
P O Box 1493 | Pretoria | 0001 | Docex 50 | Pretoria
Tel: +27 (0) 12 316-0600 | Fax: +27 (0) 12 323-6559
E-mail: members@ipc.org.za



NATIONAL OFFICE

20, Thornhill Office Park | 94 Bekker Road | Vorna Valley | Midrand
Tel: 27 (010) 001 8500

Please quote your reference number on all correspondence: Your ref.:

Our ref.: JvS/AR/Schumann, Van Den Heever &
Slabbert/F840

BY HAND

7 October 2020

The Senior Partner
Schumann, Van Den Heever & Slabbert Inc.
32 Kempton Road, 1619
Kempton Park

Madam

RE: INSPECTION OF RECORDS

Mr Ashwin Reddy, who is to hand you this letter is representing the Legal Practice Council to conduct an investigation in terms of Section 37(2)(a) of the Legal Practice Act No. 28 of 2014.

In terms of Section 37(2)(a) of said Act, you are to produce for inspection any book, document or article which is in possession or custody or under control of yourselves or any employee which relates to your practice. The investigator will explain to you during the initial interview, the scope of mandate and the procedure to be followed.

Please note that the investigation is to enable the Council to decide whether or not a disciplinary enquiry in terms of Section 39 of the Act, should be held. You will therefore be afforded the opportunity to comment on the findings arising from the inspection.

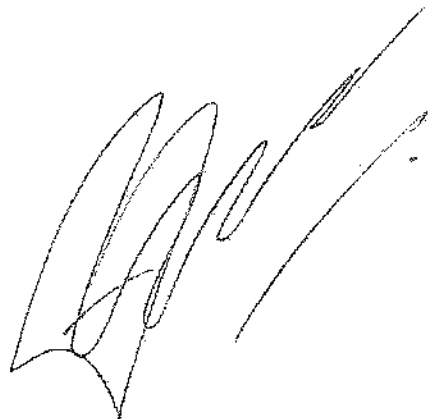
We are appreciative of an investigation being conducted at a member of the Legal Practice Council and thus to approach it with the necessary sensitivity.

Your co-operation herein is appreciated.

Yours faithfully



MR J VAN STADEN
HEAD : RISK & COMPLIANCE



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53

ANNEXURE B



Companies and Intellectual
Property Commission

a member of the ddt group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

ENTERPRISE INFORMATION

Registration Number	1994 / 000810 / 21	
Enterprise Name	SCHUMANN VAN DEN HEEVER EN SLABBERT	
Registration Date	11/02/1994	
Business Start Date	11/02/1994	
Enterprise Type	Personal Liability Company	
Enterprise Status	In Business	
Compliance Notice Status	NONE	
Financial Year End	February	
TAX Number	9035398842	
Addresses	<u>POSTAL ADDRESS</u>	<u>ADDRESS OF REGISTERED OFFICE</u>
	P O BOX 74960 LYNWOOD RIDGE PRETORIA GAUTENG 0044	32 KEMPTON ROAD KEMPTON PARK JOHANNESBURG GAUTENG 1620

ACTIVE MEMBERS / DIRECTORS

Surname and First Names	Type	ID Number / Date of Birth	Contrib. (R)	Interest (%)	Appoint. Date	Address
SLABBERT, JACOBUS JOHANNES	Director	4701115021080	0.00	0.00	02/11/1994	Postal: P O BOX 67, KEMPTON PARK, JOHANNESBURG, GAUTENG, 1620 Residential: 10 IMPALA ROAD, NIMROD PARK, KEMPTON PARK, GAUTENG, 1620
KLEINEN, AZELLE	Director	6906310041080	0.00	0.00	01/03/2005	Postal: P O BOX 67, KEMPTON PARK, JOHANNESBURG, GAUTENG, 1620 Residential: 5 MOORHEN CLOSE, BLUE GILL WATERFRONT, GLEN MARAIS, GAUTENG, 1619
LOUW, IVAN	Director	8801215019087	0.00	0.00	17/03/2021	Postal: 32 KEMPTON ROAD, KEMPTON PARK, KEMPTON PARK, GAUTENG, 1619 Residential: 32 KEMPTON ROAD, KEMPTON PARK, KEMPTON PARK, GAUTENG, 1619
BOSMAN, IZAK	Director	5810115030089	0.00	0.00	01/03/2003	Postal: P O BOX 67, KEMPTON PARK, JOHANNESBURG, GAUTENG, 1620 Residential: 85 STRYDOM STREET, BIRCHLEIGH NORTH, KEMPTON PARK, GAUTENG, 1620

Page 1 of 10

Physical Address
the ddt Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Registration Number: 1994/000810/21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

MAGAGULA MATOLWENI, INNOCENTIA GUGU	Non Executive Director	9003200263080	0.00	0.00	17/03/2021	Postal: 5858 WINDMILL PARK ESTATES, RONDEBULT ROAD, BOKSBURG, GAUTENG, 1462 Residential: 5858 WINDMILL PARK ESTATES, RONDEBULT ROAD, BOKSBURG, GAUTENG, 1462
-------------------------------------	---------------------------	---------------	------	------	------------	---

AUDITOR DETAILS

Auditor Name	Type	Status	Appointment Date	Resignation Date	Email Address
MC DONALD WOLMARANS INCORPORATED Profession Number: 902802A	Auditor	Resign	1994-11-02		
BRAND WOLMARANS INCORPORATED Profession Number: 901166	Auditor	Resign			
CERTIFIED MASTER AUDITORS (GAUTENG) INC Profession Number: 912476	Auditor	Resign	2011-03-23		

CHANGE SUMMARY

11/02/1994	Registration of CC/CO on 11/02/1994.
18/02/2015	Status changed to Unknown. No Valid SMS or Email Address for enterprise M1994000810
01/02/2016	Status changed to Unknown. No Valid SMS or Email Address for enterprise M1994000810
11/02/2019	Email Notification that Annual Return is due was sent on 11/02/2019. E-Mail sent to AZELLE KLEINEN for 2019
02/02/2020	Email Notification that Annual Return is due was sent on 02/02/2020. E-Mail sent to JACOBUS JOHANNES SLABBERT for 2020
02/02/2020	Email Notification that Annual Return is due was sent on 02/02/2020. E-Mail sent to JAKKIE SUPRA for 2020
08/02/2021	Email Notification that Annual Return is due was sent on 08/02/2021. E-Mail sent to AZELLE KLEINEN for 2021
17/08/1999	Member Change on 17/08/1999.
03/02/2018	Status changed to Unknown. No Valid SMS or Email Address for enterprise M1994000810
11/02/2019	Email Notification that Annual Return is due was sent on 11/02/2019. E-Mail sent to JACOBUS JOHANNES SLABBERT for 2019
11/02/2019	Email Notification that Annual Return is due was sent on 11/02/2019. E-Mail sent to JAKKIE SUPRA for 2019
02/02/2020	Email Notification that Annual Return is due was sent on 02/02/2020. E-Mail sent to IZAK BOSMAN for 2020
03/02/2017	Status changed to Unknown. No Valid SMS or Email Address for enterprise M1994000810

Page 2 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

11/02/2019 Email Notification that Annual Return is due was sent on 11/02/2019.
E-Mail sent to IZAK BOSMAN for 2019

02/02/2020 Email Notification that Annual Return is due was sent on 02/02/2020.
E-Mail sent to AZELLE KLEINEN for 2020

08/02/2021 Email Notification that Annual Return is due was sent on 08/02/2021.
E-Mail sent to JAKKIE SÛPRA for 2021

08/02/2021 Email Notification that Annual Return is due was sent on 08/02/2021.
E-Mail sent to JACOBUS JOHANNES SLABBERT for 2021

08/02/2021 Email Notification that Annual Return is due was sent on 08/02/2021.
E-Mail sent to IZAK BOSMAN for 2021

06/05/2003 Member Change on 14/04/2003.
Change Record
Surname = VAN DEN HEEVER
First Names = LUKAS JOHANNES
Status = Resigned

06/05/2003 Member Change on 14/04/2003.
Add Record
Surname = BOSMAN
First Names = ISAK
Status = Active

06/05/2003 Member Change on 14/04/2003.
Change Record
Surname = CRONJE
First Names = PIETER ARNOLDUS
Status = Resigned

10/12/2003 Accounting Officer Change on 25/11/2003.
Change Record
Name : = MC DONALD WOLMARANS INCORPORATED
Status : = Resign

10/12/2003 Accounting Officer Change on 25/11/2003.
Add Record
Name : = BRAND WOLMARANS INCORPORATED
Status : = Current

07/01/2004 Registered Address Change on 31/12/2003.
FIRST FLOOR FORUM BUILDING
SIX THISTLE ROAD
KEMPTON PARK
1619

07/01/2004 Postal Address Change on 31/12/2003.
P O BOX 776
KEMPTON PARK
1620

13/06/2000 Accounting Officer Change on 03/03/2000.
Change Record
Name : = SANDBERG AND PARTNERS
Status : = Resign

13/06/2000 Accounting Officer Change on 03/03/2000.
Add Record
Name : = MC DONALD WOLMARANS INCORPORATED
Status : = Current

03/05/2000 Postal Address Change on 21/04/2000.
POSBUS 67
KEMPTON PARK
1620

Page 3 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

03/05/2000 Registered Address Change on 21/04/2000
PERMANENT PLAZA
12 VOORTREKKERSTRAAT
KEMPTONPARK
1620
2196

10/04/2008 Member Change on 10/04/2008.
Change Record
Surname: = KOTZE
First Names: = MAARTEN JACOBUS
Status: = Active

10/04/2008 Member Change on 10/04/2008.
Change Record
Surname: = KLEINEN
First Names: = AZELLE
Status: = Active

11/02/1994 Registration of CC/CO on 11/02/1994.

10/04/2008 Member Change on 10/04/2008.
Change Record
Surname: = SLABBERT
First Names: = JACOBUS JOHANNES
Status: = Active

10/04/2008 Accounting Officer Change on 10/04/2008.
Change Record
Name: = BRAND WOLMARANS INCORPORATED
Status: = Current

10/04/2008 Member Change on 10/04/2008.
Change Record
Surname: = BOSMAN
First Names: = ISAK
Status: = Active

22/05/2005 Member Change on 20/05/2005.
Surname=BOSMAN
Full ForeNames=ISAK
Id No=851D115030069
Birth Date=11/10/1985
Nationality=SOUTH AFRICA
RSA Resident=0
Date of Appointment=01/03/2003
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
85 STRYDOM STREET
BIRCLLHEIGH NORTH
KEMPTON PARK
1620
Business Address
32 KEMPTON ROAD
KEMPTON PARK
1620
Postal Address
P O BOX 67
KEMPTON PARK
1620
Nature of Change=NO CHANGE
Status :ACTIVE

Page 4 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 258
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

22/05/2005 Member Change on 20/05/2005
Surname=KOTZE
Full ForeNames=MAARTEN JACOBUS
Id No=7104145076082
Birth Date=14/04/1971
Nationality=SOUTH AFRICA
RSA Resident=1
Date of Appointment=17/05/1999
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
4 JASMYN STREET
KEMPTON PARK

1620
Business Address
32 KEMPTON ROAD
KEMPTON PARK

1620
Postal Address
P O BOX 67
KEMPTON PARK

1620
Nature of Change=NO CHANGE
Status :ACTIVE

22/05/2006 Member Change on 03/01/2005.
Surname=KLEINEN
Full ForeNames=AZELLE
Id No=1969083100410
Birth Date=31/08/1969
Nationality=SOUTH AFRICA
RSA Resident=1
Date of Appointment=1/03/2005
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
12 CHAMILION AVENUE
HIGHWAY GARDENS
EDENVALE

1609
Business Address
32 KEMPTON ROAD
KEMPTON PARK

1620
Postal Address
P O BOX 67
KEMPTON PARK

1620
Nature of Change=APPOINTMENT 1 MARCH 2005
Status :ACTIVE

22/05/2005 Member Change on 20/05/2005.

Page 5 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docx: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

Surname=SLABBERT
Full ForeNames=JACOBUS JOHANNES
Id No=4701115021007
Birth Date=01/11/1947
Nationality=SOUTH AFRICA
RSA Resident=1
Date of Appointment=02/11/1994
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
10 IMPALA ROAD
NIMROD PARK
KEMPTON PARK

1620
Business Address
32 KEMPTON ROAD
KEMPTON PARK

1620
Postal Address
P O BOX 67
KEMPTON PARK

1620
Nature of Change=NO CHANGE
Status :ACTIVE

22/05/2005 Member Change on 22/05/2005.

Surname=SLABBERT
Full ForeNames=JACOBUS JOHANNES
Id No=4701115021007
Birth Date=11/01/1947
Nationality=SOUTH AFRICA
RSA Resident=1
Date of Appointment=11/02/1994
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
10 IMPALA ROAD
NIMROD PARK
KEMPTON PARK

1620
Business Address
32 KEMPTON ROAD
KEMPTON PARK

1620
Postal Address
P O BOX 67
KEMPTON PARK

1620
Nature of Change=NO CHANGE
Status :ACTIVE

22/05/2005 Member Change on 22/05/2005.

Page 6 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Registration Number: 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

Surname=BOSMAN
Full ForeNames=ISAK
Id No=5810115030089
Birth Date=11/10/1958
Nationality=SOUTH AFRICA
RSA Resident=0
Date of Appointment=03/01/2003
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
85 STRYDOM STREET
BIRCLHEIGH NORTH
KEMPTON PARK
1620
Business Address
32 KEMPTON ROAD
KEMPTON PARK
1620
Postal Address
P O BOX 87
KEMPTON PARK

22/05/2005 Member Change on 22/05/2005.
Nature of Change=I D CORRECTION
Status :ACTIVE

Surname=KOTZE
Full ForeNames=MAARTEN JACOBUS
Id No=7104145076082
Birth Date=14/04/1971
Nationality=SOUTH AFRICA
RSA Resident=1
Date of Appointment=17/05/1999
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
4 JASMYN STREET
KEMPTON PARK

1620
Business Address
32 KEMPTON ROAD
KEMPTON PARK

1620
Postal Address
P O BOX 87
KEMPTON PARK

22/05/2005 Member Change on 22/05/2005.
Nature of Change=NO CHANGE
Status :ACTIVE

Page 7 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Registration Number: 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

Surname=KLEINEN
Full ForeNames=AZELLE
Id No=1989083100410
Birth Date=31/08/1969
Nationality=SOUTH AFRICA
RSA Resident=1
Date of Appointment=03/01/2005
Profession=DIRECTOR
Designation=DIRECTOR
Residential Address
12 CHAMILLION AVENUE
HIGHWAY GARDENS
EDENVALE

1809
Business Address
32 KEMPTON ROAD
KEMPTON PARK

1620
Postal Address
P O BOX 67
KEMPTON PARK

1620
Nature of Change=NO CHANGE
Status :ACTIVE
06/02/2009 Member Change on 31/01/2009.

Surname=BOSMAN
Full ForeNames=ISAAC
Id No=5810115030069
Status :ACTIVENature of Change=NO CHANGE
09/02/2009 Member Change on 31/01/2009.

Surname=KOTZE
Full ForeNames=MAARTEN JACOBUS
Id No=7104145076082
Status :ACTIVENature of Change=RESIGNED
09/02/2009 Member Change on 31/01/2009.

Surname=KLEINEN
Full ForeNames=AZELLE
Id No=1989083100410
Status :ACTIVENature of Change=NO CHANGE
09/02/2009 Member Change on 31/01/2009.

Surname=SLABBERT
Full ForeNames=JACOBUS JOHANNES
Id No=4701115021007
Status :ACTIVENature of Change=NO CHANGE
05/05/2009 Registered Address Change on 26/05/2009.

CMA INC OFFICE & CONFERENCE PARK
234 ALEXANDRA AVENUE
HALFWAY HOUSE

1685
05/05/2009 Postal Address Change on 26/05/2009.

PRIVATE BAG X168
HALFWAY HOUSE

1685
05/05/2009 Accounting Officer Change on 05/05/2009.

Page 8 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0601

Postal Address: Companies
P O Box 429
Pretoria
0001

Docax: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Registration Number: 1994 / 000810 / 21
Enterprise Name: SCHUMANN VAN DEN HEEVER EN SLABBERT

PRIVATE BAG X168
HALFWAY HOUSE

1685

Status : Address Change
05/05/2009 Accounting Officer Change on 05/05/2009.

17/03/2011 Status changed to Annual Return In De-registration on 17/03/2011.
DEREGISTRATION FOR ANNUAL RETURN NON COMPLIANCE. REGISTRATION MONTH = 2 - AR NON COMPLIANCE DATE = 01/04/2010
- 6 MONTHS AFTER = 02/12/2010.

28/08/2012 Status changed to Cancellation of De-registration Process on 28/08/2012.
Annual Return Non Compliance - Cancellation of Deregistration

10/12/2013 Annual Return completed on 10/12/2013.
Company / Close Corporation AR Filing - Web Services : Ref No. : 51380630

04/03/2014 Annual Return completed on 04/03/2014.
Company / Close Corporation AR Filing - Web Services : Ref No. : 54303970

07/06/2010 Member Change on 31/01/2009.
Surname=KOTZE
Full ForeNames=MAARTEN JACOBUS
Id No=7104145076082
Status :RESIGNEDNature of Change=DIRECTOR RESIGNED

07/06/2010 Member Change on 31/01/2009.
Surname=KLEINEN
Full ForeNames=AZELLE
Id No=8908310041080
Status :RESIGNEDNature of Change=DIRECTOR RESIGNED

07/06/2010 Member Change on 31/01/2009.
Surname=SLABBERT
Full ForeNames=JACOBUS JOHANNES
Id No=4701115021007
Status :ACTIVENature of Change=NO CHANGE

07/06/2010 Member Change on 31/01/2009.
Surname=BOSMAN
Full ForeNames=ISAK
Id No=5810115030089
Status :RESIGNEDNature of Change=DIRECTOR RESIGNED

07/06/2010 Member Change on 01/03/2003.
Surname=BOSMAN
Full ForeNames=ISAK
Id No=5810115030089
Status :ACTIVENature of Change=NO CHANGE

07/06/2010 Member Change on 01/03/2005.
Surname=KLEINEN
Full ForeNames=AZELLE
Id No=8908310041080
Status :ACTIVENature of Change=NO CHANGE

07/06/2010 Member Change on 07/06/2010.
Surname=SLABBERT
Full ForeNames=JACOBUS JOHANNES
Id No=4701115021007
Status :ACTIVENature of Change=NO CHANGE

27/03/2018 Annual Return completed on 27/03/2018.
Company / Close Corporation AR Filing - Web Services : Ref No. : 6111438097

14/08/2018 Member Change on 14/08/2018.
Director ISAK BOSMAN details was Changed

Page 9 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



Certificate issued by the Commissioner of Companies & Intellectual
Property Commission on Friday, May 7, 2021 at 15:53



Companies and Intellectual
Property Commission

a member of the dti group

Disclosure Certificate: Companies and Close Corporations

Registration Number: 1994 / 000810 / 21

Enterprise Name: SCHUMANN VAN DEN KEEVER EN SLABBERT

14/08/2018 Member Change on 14/08/2018.
Director JAKKIE SUPRA was added

14/08/2018 Member Change on 14/08/2018.
Director AZELLE KLEINEN details was Changed

14/08/2018 Member Change on 14/08/2018.
Director JACOBUS JOHANNES SLABBERT details was Changed

22/08/2018 Registered Address Change on 22/08/2018.
32 KEMPTON ROAD KEMPTON PARK JOHANNESBURG GAUTENG1620

06/03/2019 Annual Return completed on 06/03/2019.
Company / Close Corporation AR Filing - Web Services : Ref No. : 5167761137

26/11/2015 Annual Return completed on 26/11/2015.
Company / Close Corporation AR Filing - Web Services : Ref No. : 530927577

17/03/2016 Annual Return completed on 17/03/2016.
Company / Close Corporation AR Filing - Web Services : Ref No. : 533263087

29/03/2021 Member Change on 29/03/2021.
Director IVAN LOUW was added

29/03/2021 Member Change on 29/03/2021.
Director AZELLE KLEINEN - Change was made.
- Email Changed from MDH@GMAIL.COM to AZELLE@SHUMANN.CO.ZA

29/03/2021 Member Change on 29/03/2021.
Director IZAK BOSMAN - Change was made.
- Email Changed from MDVH@GMAIL.COM to SAKKIE@SCHUMANN.CO.ZA

29/03/2021 Member Change on 29/03/2021.
Director INNOCENTIA GUGU MAGAGULA MATOLWENI was added

29/03/2021 Member Change on 29/03/2021.
Director JAKKIE SUPRA - Change was made.
- Director / member status changed from Active to Resigned.
- Director / member surname changed from SUPRA to SUPRA

29/03/2021 Member Change on 29/03/2021.
Director JACOBUS JOHANNES SLABBERT - Change was made.
- Email Changed from MDV@GMAIL.COM to JOHAN@SCHUMANN.CO.ZA

15/08/2011 Accounting Officer Change on 23/03/2011.
Changed Record
Name = CERTIFIED MASTER AUDITORS (GAUTENG) INC
Status = Resign

15/08/2011 Accounting Officer Change on 23/03/2011.
Changed Record
Name = FOURIE EN BOTHA
Status = Current

Page 10 of 10

Physical Address
the dti Campus - Block F
77 Meintjies Street
Sunnyside 0001

Postal Address: Companies
P O Box 429
Pretoria
0001

Docex: 256
Web: www.cipc.co.za
Contact Centre: 086 100 2472 (CIPC)
Contact Centre (International): +27 12 394 9573



G A U T E N G O F F I C E

Protea Towers | C/o Pretorius Street and Bank Lane | Pretoria | 0002
P O Box 1493 | Pretoria | 0001 | Docex 50 | Pretoria
Tel: +27 (0) 12 316 0600 | Fax: +27 (0) 12 323 6559
E-mail: members@loc.org.za



N A T I O N A L O F F I C E

Address: 20 Thornhill Office Park | 94 Bekker Road | Vorna Valley
Tel: +27 (0)10 001 8500

Please quote your reference number on all correspondence: Your ref.:

Our ref.: FB40/AR/23102020

By e-mail: sakkie@schumanns.co.za

23 October 2020

Schumann Van Den Heever and Slabbert Inc.

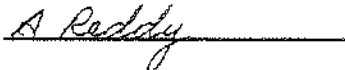
Dear Mr I Bosman

Thank you for meeting with me at your offices on 22 October 2020. As per our discussion below is a list of the records which are required for the inspection:

1. A complete list of all closed matters relating to claims against the Road Accident Fund (RAF) since 2015;
2. Ledger printouts in respect of all the RAF matters referred to in paragraph 1 above (from the commencement of the matter until finalisation thereof);
2. A trust creditor listing / trust creditors' age analysis as at 28 February 2019, 29 February 2020 and 30 September 2020;
3. Bank statements for all trust banking accounts (S86 (2), S86 (3) and S86 (4) accounts) for the month of February 2020 and September 2020;
4. Trial balance for the business as at 28 February 2019 and 29 February 2020;
5. Bank statements for the ABSA savings account for the period 1 March 2019 – 29 February 2020;

Kindly note that the above-mentioned list of records required is not exhaustive and further information, documents, records and explanations may be requested at a later stage.

Yours Faithfully

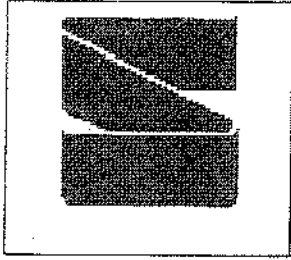


Mr A Reddy CA (SA)

Auditor: Practitioner Affairs (Risk & Compliance)

EXECUTIVE COMMITTEE: Ms Kathleen Diepu (*Chairperson*) | Adv Anthea Platt SC (*Deputy Chairperson*) |
Adv. Greg Harpur SC | Ms Trudie Nichols | Mr Lutendo Sigogo | Mr Jan Stemmett | Adv. Phillip Zilwa SC
Executive Officer (Acting): Ms Charity Nzuza

GAUTENG OFFICE - DIRECTOR: THINUS GROBLER



SCHUMANN VAN DEN HEEVER &
SLABBERT ING. / INC.
Reg. Nr./No. 1994/000810/21
PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Gestig / Established in 1946

CLIENT REGISTRATION FORM

Personal Details: (This information is mandatory)

Surname:

Full Names:

ID Number:

Home Address:

(domicilium address)

Postal Address:

Work Address:

Tel No: (H) (W)

(Fax) (Cell)

(E-mail address)

Details of your next of kin: (of someone not living with you)

Name:

Address:

Tel No. Cell No.

Consultation Fee:

DEPOSITS and FEE AGREEMENT:

I have read the attached form and have noted the consents thereof.

I require a weekly / twice a week / monthly progress report. I acknowledge that the prescribed fees will be rendered for the aforementioned report.

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 082-454-0667

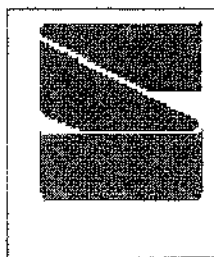
Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 - 16h30
Vrydae / Friday 08h00 - 16h00

Direkteur / Directors
J J Slabbert (B Iuris)
I Bosman (B Iuris, LLB)
A Kleinen (BLC, LLB)
J Supra (LLB)

Assosiaat/Associate
Stefan Du Preez
Maretha Du Toit
Ivan Louw

E-pos / Email:
reception@schumanns.co.z
VAT/BTW NO: 424-014-142

Kantoorbestuurder / Office Manager: A B Viljoen (B Comm)



SCHUMANN VAN DEN HEEVER &
SLABBERT INC. / INC.
Reg. Nr./No. 1994/000810/21

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Geslig / Established in 1946

BEE compliant (Certificate No: 8461)

Fee Agreement

General

1. Attached hereto is a schedule of our fees in respect of the items for which we charge. Please note that the schedule does not contain an exhaustive list of the items for which we may charge.
2. We reserve the right to vary our fees from time to time. An automatic increase of 10% per calendar year will occur. Should there be an unscheduled increase or increase in excess of 10% per calendar year, you will be notified immediately in writing.
3. Attorneys charge for their time on an hourly basis. All time is recorded and our policy is, as far as possible, to do all work at an economical and efficient level. We do not act for clients unless we are placed in funds in advance for services to be rendered.
4. Account in respect of interim fees and other charges are dispatched monthly and are payable on presentation. Interest on late payments is charged at 24% per annum capitalised monthly.
5. Signatory hereto means that one specifically agrees that all payment of fees shall be made without deduction or set off. It is furthermore agreed that no addition to, variation, waiver or agreed cancellation of this Memorandum and Schedule of Fees shall be of any force or effect unless same is reduced to writing and agreed to by a director of Schumann Van Den Heever & Slabbert Inc.
6. Counsel
When counsel is briefed in order to obtain opinions or to perform services, we endeavour to obtain an estimate from counsel of likely charges. It must be understood that only rough estimates can be given as frequently in litigious matters it is difficult, if not impossible, to give an accurate estimate of the amount of work involved in a matter.
7. Disbursements:
All disbursements are debited to the client's account as and when they are incurred and details are set out in our accounts rendered to you.
8. Discounts / Fees not charges
 - 8.1 It is the firm's discretion to give client's discount on fees charged to them. All discounts by the firm are subject to the following conditions.
 - 8.2 In the event of a dispute arising in respect of fees charged, the discounts will no longer apply and any amounts written off in respect of such discounts, will immediately become due and payable and shall form part of a bill of costs on taxation.
 - 8.3 That our fees are paid on presentation of invoice; and
 - 8.4 All discounts are only valid if approved by a Director in writing.
9. By signing this Memorandum and schedule of Fees, the signatory acknowledges that she/he is fully acquainted with the contents herein and has agreed to same.

_____ (Please Initial)

10. The signatory by signature hereto, acknowledges receipt of a copy of the Memorandum and schedule of Fees and is aware of the fact that our mandate may be terminated at any time whatsoever.
11. Should a client refer an account for assessment or request that an account be taxed, Schumann Van Den Heever & Slabbert Incorporated reserves the right to include in its bill items which have not been charged for or have been discounted and to recover such amount as if taxed.

12. Domicilium Citandi et Executandi

- 12.1 The parties hereby choose their respective *domicilium citandi et executandi* for all purposes under this fee agreement, whether in respect of court processes or documents, giving notice or making any other communication of whatsoever nature and for any other purpose arising from this fee agreement, the following addresses:

Schumann Van Den Heever & Slabbert Incorporated
 32 Kempton Road, Kempton Park
 P.O.Box 67 Kempton park 1619
 Tel: (011) 394 9960
 Fax: (011) 394 1501

Client:

Tel: _____

Fax no: _____

Email: _____

- 12.2 Either of the parties hereto shall be entitled to change their *domicilium citandi et executandi* to any address in the Republic of South Africa, provided that any notice of a change of address shall be given in writing and shall be delivered or sent by prepaid registered post or by hand by the one party to the other, in which case such changed address shall serve as the *domicilium citandi et executandi* of the party who has given such notice.
- 12.3 Any notice or process addressed by either party to the other shall be deemed to have received by the addressee thereof.
- 12.3.1 On the date of delivery thereof if delivered by hand to the addressee; or
- 12.3.2 5 (five) days after the date of posting thereof (including the date of posting) if posted by prepaid registered post.
13. Should you require the memorandum and schedule of Fees to be translated, kindly notify us prior to signature and we will attend to the same. If you sign this memorandum and Schedule of Fees, you acknowledge that you understand the entire contents contained herein.
14. Uma ufuna Imemorandum nokumiswa kwama fees kutolikwe ngaphambi kokusayina, ungasayini kuze kulungiswe. Uma usayina le memorandum nokumiswa kwama fees uyavuma ukuthi uyakuzwa ukuqukothwe lapha.
15. Ungacela incwadi okuthiwa imemorandum kanye nencwadi yokukhokhelwa kumele uma uyiletha ithunyelwe nokusayinwa kodwa ngaphambi kokuba uyisayine kumele ibonwe ngabanye. Makungenzaka usayine lencwadi yokukhokhelwa, usuzobe ukuqonda konke okuzobe kubhalwe kulencwadi
16. Sou u versoek dat die memorandum en skedule van fooie vertaal moet word. Vriendelik stel ons in kennis voor u teken sodat ons dit kan vertaal. As u die memorandum en fooie skedule teken, erken u dat u die inhoud daarvan verstaan.

_____ (Please Initial)

LITIGATION

1. Litigation General

- 1.1 Where a matter brought on application (motion proceedings) or trial (action proceedings), an estimate calculated on the daily rate as set out herein below over the number of days set aside for the trial will be made and cover will be requested in advance in the aforesaid amount. We are not in a position to appear in court proceedings unless we are placed in funds in advance.
- 1.2 Please note that it is standard practice that an attorney who briefs or instructs counsel (advocates) on behalf of a client becomes responsible to pay the agreed to, proper fees of counsel. For this reason, in order to enable us to brief counsel on your behalf, we will require you to provide us with cover in advance of us formally instructing counsel;
- 1.3. When counsel is briefed on major matters, and particularly on trial, we endeavour to obtain an estimate from counsel of the likely charges and the length of time a trial is likely to run. Due to the nature of legal proceedings, however, this estimate cannot be viewed as a comprehensive quote of the fees that will be payable.

2. Lower Court – Magistrate's Court, Local and Regional;

- 2.1 Where a matter is to be conducted in the lower courts, an initial deposit of R2 500.00 will be required at commencement of the matter.
- 2.2 Where a matter is defended, the deposit will be increased by R2 500.00 to a total amount of R5 000.00.
- 2.3 As the matter progresses, we will call upon you from time to time to top up the deposit to keep us covered for fees and disbursements to be incurred in the conduct of the matter.

3. Motion Court procedure

- 3.1 Unopposed Application – initial deposit of R2 500.00
- 3.2 Opposed Applications – an initial deposit of R2 500.00 plus a further deposit of R2 500.00 on receipt of the Answering Affidavit. Cover to be maintained at a minimum of R2 500.00 at all times.

4. High Court Civil litigation

- 4.1 The issuing or defending of a summons – initial deposit of R10 000.00
- 4.2 Motions – initial deposit of R10 000.00
- 4.3 Cover to be maintained at a minimum amount of R5 000.00 at all times.
- 4.4 As the matter progresses, we will call upon you from time to time to top up the deposit in order to keep us covered for fees and disbursements to be incurred in the conduct of the matter.

5. Expert Testimony

- 5.1 The responsibility for payment of expert's fees lies with the client, but when we engage experts on client's instructions we recognise a responsibility to ensure that the expert's professional charges are duly paid. When the charges are likely to be substantial, we usually require advance cover as above.
- 5.2 Litigious matters can take in excess of 2 years from the commencement of proceedings to the completion of the trial, circumstances of the particular matter dependant. If the matter goes on appeal, the proceedings will be further extended by approximately 12 to 18 months.
- 5.3 If the action is successful, or if a defendant's defence is successful, the court will usually order the unsuccessful party to pay the successful party's "party and party" cost, which amount is determined by the Taxing Master, and is taxed according to a tariff laid down by the court. The "party and party" costs, for various reasons amount to very much less than the actual outlay in costs, but the party and party fees recoverable from the losing party may contribute to a degree to the overall charges that will be made on the finalisation of the matter. Please note that the unsuccessful party may in any event not be in a position to pay these costs which can only be recovered by the normal execution process.
- 5.4 Should the client's action fail or client's defence be unsuccessful, then the client is liable for all his own legal costs, plus the other side's "party and party" costs on a higher scale, if so ordered by the relevant court.
- 5.5 Five hours devoted to a client's matter in any day, shall be charged at the daily rate.

_____ (Please Initial)

Bladsy S van 5

6. Commercial matters:

- 6.1 Where we are briefed to draw contracts or assist in negotiations of any sort on a commercial basis, a cost estimate will be made at the outset of the matter. A minimum deposit of R2 500.00 will be required in order to commence any work from a commercial drafting point of view and where the drafting and/or attendances are deemed to be extensive, a deposit of 50% of the estimated costs of the matter will be levied prior to the further conduct thereof. From time to time and as the deposit becomes depleted, we will call on you to top up the deposit.

SCHEDULE OF FEES

1. Simple letter of demand		R 85.00
2. Instructions to issue / defend lower Court Summonses / Applications where the amount sued for is:		
a. A (less than R 2 000.00)		R 200.00
b. B (More than R 2 000.00 but less than R 5 000.00)		R 600.00
c. C (More than R 5 000.00 but less than R 10 000.00)		R 800.00
d. D (More than R 10 000.00 but less than R 100 000.00)		R 1 000.00
3. Summons costs for Lower Court		R 500.00
4. Costs of drafting Particulars of Claim to Summons or Statement of Claim		hourly rate
5. Drawing documents and pleadings		hourly rate
6. Telephone calls, including cellular calls		Hourly rate
7. Letters		Hourly rate
8. Court Appearance for Lower Court Applications		
a. Unopposed per matter		hourly rate
b. Opposed		hourly rate
c. Section 65 per matter		hourly rate
d. Section 65 with interrogation		hourly rate
e. Preparation for opposed applications		hourly rate
9. Travelling expenses	-pro rata per KM -Travelling time	R 4.00 hourly rate
10. Faxes and e-mails sent and received drafting and / or perusing time plus disbursement		
11. Attending to serve and file pleadings-messenger (Professional / semi-professional staff)		R 50.00 hourly rate
12. Copies per page		R 3.50
13. Consultations		hourly rate
14. Attending on deliveries - messenger Professional / Semi-professional staff		R 50.00 hourly rate
15. Instruction to launch / defended applications/ summons in the High Court		
-simple instruction by mail or fax		R 500.00
-instructions taken in consultation		hourly rate
16. Attending to issue documents - messenger Professional / Semi-professional staff		R 50.00 hourly rate
17. Attending on debtors		hourly rate
18. Drawing High Court Summons, attending to issue, delivery to Sheriff Subject to a minimum fee of R 1 500.00		hourly rate
19. Sorting documents for Counsel		hourly rate
20. Deeds office searches		hourly rate plus disbursements
21. Research		hourly rate
22. Attending to pay disbursements (including Counsel, sheriffs, Correspondent - attorneys etc.)		hourly rate plus disbursements

_____ (Please Initial)

Blidsy 4 van 5

23. HOURLY RATE – Lower Court – Labour – CCMA – High Court – Supreme Court of Appeal (including criminal matters, both in Lower and High Courts, and Motor Vehicle Accident Claims against the Road Accident Fund)

- Partner	R1 800.00
- Senior Associate / consultant	R1 500.00
- Associate, Professional Assistant	R1 000.00
- Candidate Attorneys or Para Legal (if available)	R 500.00
- Secretaries	R 300.00

24. HOURLY RATE – Commercial Matter

- Partner	R1 800.00
- Senior Associate / consultant	R1 500.00
- Associate, Professional Assistant	R1 000.00
- Candidate Attorneys or Para Legal (if available)	R 500.00
- Secretaries	R 300.00

25. All fees charged for arbitration procedures shall be on High Court Hourly rates.

26. All our disbursements are charged and based upon the cost to ourselves of the actual disbursement. Such disbursements include, but are not limited to, telephone calls, postage, payments of Counsel's fees and payment of fees to experts.

27. DAILY RATE

- Partner	R18 000.00
- Senior Associate / consultant	R15 000.00
- Associate, Professional Assistant	R 8 000.00
- Candidate Attorneys or Para Legal (if available)	R 5 000.00
- Secretaries	R 3 000.00

- | | |
|---|----------------------|
| 28. Typing charges | R 90 per page |
| 29. All after hour work and / or urgent work | hourly rate plus 25% |
| 30. Photographs, colour copies | R 25.00 each |
| 31. Cancellation of appointment or failure to attend appointment
On less than 24 hours' notice 50% of hourly rate at a minimum of 1 hour | |
| 32. Company / ITC / Deeds offices Searched (per search/enquiry) hourly rate plus disbursements | |
| 33. Banking transactions R50.00 per transaction plus bank administration fee | |

THE ABOVE FEES AND CHARGES ARE EXCLUSIVE OF VAT

Thus signed at Kempton Park on the ____ day of _____ 201__

Client's full name and surname

Client's signature



STEPHEN G. MAY
ATTORNEY-AT-LAW

Cell: 072 451 6074 | Tel: 011 802 7705

Email: stephen@sgmlaw.co.za

Website: www.sgmlaw.co.za

Date: 22 July, 2020

TO: THE LEGAL PRACTICE COUNCIL
ATTENTION: Mr M. KHOLOFELO
PER EMAIL: kholofelom.

CONFIDENTIALITY:

This correspondence contains confidential and/or legally privileged information. The information is intended only for the use of the named recipient and the disclosure, copying, dissemination or taking of any action in reliance on the contents of this e-mailed information is strictly prohibited. If you have received this e-mail in error, please notify me immediately by telephone to arrange for the return/destruction of the original documents.

Dear Mr Masedi,

EXPLANATORY NOTE ON THE MATTER OF DHLAMINI v SVDH ATTORNEYS

GENERAL BACKGROUND

The Contingency Fees Act (Act 66 of 1997) ("the CFA")

The CFA allows an attorney to enter into a "No win, no fee" agreement with client in terms of which:

- 1.1. the client's success in the matter is a condition for the client's liability for the attorney's fees and disbursements (which are then deducted from the award received into the attorney's trust account); and
- 1.2. the attorney charges a fee which is higher than his normal fee, as a form of *quid pro quo* for the risk inherent to the arrangement.

The higher fee is called a "success fee" and is limited in terms of the CFA to the LESSER of:

- 2.1. 25% of the amount obtained by the client in the matter; or
- 2.2. the practitioner's normal fee, plus 100% (that is, double the normal fee).

The contingency fee must be in writing, a copy must be given to the client and the attorney's normal fee structure must be set out and explained to the client.

This is the only way that the "success fee" can be calculated since one cannot calculate the lesser between 25% of the award and double the normal fee if the normal fee is never calculated.

Litigation in the High Court

5. Litigation in the High Court, and especially personal injury litigation, involves substantial costs, including:
 - 5.1. the attorney's fees; and
 - 5.2. the attorney's disbursements, namely payments to:
 - 5.2.1. expert witnesses;
 - 5.2.2. counsel who appear;
 - 5.2.3. sheriff's costs;
 - 5.2.4. miscellaneous costs (including travel costs, copies of documents made at court etc)
6. At the end of the matter, the court will give judgment and make an order which will usually include an order as to costs – usually on the “party and party scale”.
 - 6.1. “Attorney and client costs” are awarded quite rarely – unless there is an agreement between the parties – it is reserved as a “punishment” for “frivolous and vexatious” litigants.
7. Party and party costs work a little like medical aid rates – the doctor / attorney usually charges you a higher rate and the patient / client remains responsible for the difference.
8. This means that, in litigation where there is a contingency fee agreement, the attorney must draft 2 (two) bills of costs:
 - 8.1. one on the attorney and client scale, for his client (in order to calculate the “success fee”); and
 - 8.2. one on the party and party scale, to be “taxed” or agreed with the other party (in this case the
 - 8.2.1. “Taxation” is a process where a “taxing master” checks and vets the bill of costs and removes items that are unreasonable or that are not supported by documentation in the attorney's file for that client/matter.
9. The purpose of the costs order is to partially indemnify the successful litigant against the cost of going to court, since in theory he never should have had to incur legal costs in order to protect or assert rights that he had in the first place.
 - 9.1. In other words, the cost order is there for the benefit of the client to reduce his indebtedness to his attorney, not for the attorney to get paid a second time over.

11 COUNTS OF FRAUD, EMBEZZLEMENT AND PROFESSIONAL MISCONDUCT BY ATTORNEYS

0. At the outset it should be noted that the evidence overwhelmingly suggests that SVDHS Attorneys conducted their RAF practice according to a formula – and so what was done in Ms Dhlamini's matter was the norm and was done in virtually every other RAF matter handled by SVDH, with the only substantial difference being the amounts of money involved.
1. It should also be noted that, according to the whistle-blower, the RAF department was managed and overseen completely by Jakkie Supra – where I mention SVDH I am in effect referring to Supra.

2. The "touting" of clients

2. Touting is a form of professional misconduct where an attorney pays some or other third party to solicit clients for him.
3. In Ms Dhlamini's case it appears to have been a SAPS member who forwarded them her accident report from the Parys Police Station.
4. Ms Dhlamini was thus induced to appoint SVDH, to travel to their offices in Kempton Park and pay the travel costs from her award (even though it was never explained to her that these costs would ultimately be deducted from her award).

5. The contingency fee agreement between SVDH and its clients

Although we do not yet have possession of the actual agreements, which are still in the possession of the Sheriff (and SVDH did not provide a copy to its clients), all of the RAF clients of SVDH with whom I have consulted have indicated that the arrangement/agreement was that SVDH would take 25% of the fee, without any mention of their normal fee structure or hourly rate.

This arrangement/agreement is contrary to the CFA and is consequently unlawful and is also a form of professional misconduct since the Legal Practice Council has also laid out rules which effectively supplement the CFA.

This is also the basis for the main theft or embezzlement (ie the intentional and unlawful misappropriation of funds held for and on behalf of another person by using them for an unintended purpose) which I will explain below.

anner in which the matter was settled and finalised

1. Each of SVDH's clients to whom I spoke described an almost identical process at court, on the day of trial, when the trial date eventually arrives some 2 – 3 years after the initial consult.

1. The court date (and the set down for trial and allocation of trial days and a judge) appears to have been a farce designed only to allow billing of fees for attendances and consults with witnesses which never actually happened.

1. The client is called to come to court on the trial date and is expected to make his or her way there from wherever he or she lives – in Dhlamini's case this was Parys.

At court, the client meets counsel (there seems to have been the same counsel regularly briefed) along with Supra. There are no witnesses there, and none of the doctors that the client had previously consulted with, which one would expect to be present on a trial date.

The client is told that there is a settlement offer on the table and is advised to take it.

If the client is reticent to accept the settlement offer, they are told that this is the best they will get and they will end up getting less or waiting for years for another trial date.

Certain documents are signed (the settlement agreement and an affidavit) and the client is told to wait, either in a coffee shop or in the passage at court, while the settlement agreement is made an order of court. They are told not to come into the court.

ure to properly account to client

SVDH never properly accounts to client, as they are required to do, by sending them a statement of account indicating all of the receipts (credits), and fees and disbursements (debits) on their account with SVDH.

1. Ms Dhlamini's case, she was given an unsigned, unstamped draft court order which reflected an amount which was R100 000.00 lower than the amount received from the RAF into SVDH's trust account (on behalf of Ms Dhlamini).

Other clients are not so lucky and are simply fobbed off and given the run around at every request for a proper statement/bill.

embezzlement of client's award

3. When the RAF pays the settlement amount to SVDH's trust account, SVDH merely deducts an amount from it – which is often in excess of the 25% they agreed with the client (so they breach their own unlawful agreement), but never less than 25%.
1. The money held in trust belongs to client and SVDH is entitled only to their legitimate fee or "success fee" in terms of the CFA. Any amount which they deduct and retain over and above that legitimate fee constitutes an embezzlement of those funds which belong to the client.
- . The fact that SVDH's "normal fee" is never calculated (and Supra has admitted that he never drafted an attorney-client bill) indicates that they had the intention to embezzle that money.

In Ms Dhlamini's case it would appear that she has a claim of roughly R250 000.00 against SVDH in respect of this embezzlement (we cannot accurately calculate it yet, until we have SVDH's files), and hers is by no means the largest.

Our search at SVDH only yielded about 30 files, but we are reasonably certain that a substantial amount of other files (up to 170 files) have been "spirited away".

This means that the amount stolen/embezzled totals in the region of R30 million (in the last 5 years alone), without even looking at the amounts fraudulently extracted from the RAF.

ation of bills of costs sent to the RAF

The party and party bill of costs which is sent to the RAF is inflated with fictitious attendances which SVDH never carried out.

They rely on the RAF's attorneys' apathy and complacency (because they seem to favour a quantity over quality approach) in:

- 5.1. rarely if ever cross checking the bill of costs with SVDH's file; nor
- 5.2. taxing the bill before the taxing master at court, but rather just agreeing on the bill after some minor deductions (for which SVDH padded their bill, to give the RAF's attorneys and "easy win" to justify their fee).

36. It is impossible to calculate what the true costs were without access to the files that are currently with the sheriff.

The fraudulent correspondent bill

37. The correspondent attorney is an attorney whose offices are close (within a 15km radius) of the seat of the court. The attorney of record can use a correspondent in one of two ways:

37.1. an active correspondent, who received documents and peruses them, attends court to file documents, index and paginate the court file and other administrative tasks; or

37.2. a "post-box correspondent" who acts as nothing more than an address for service, and obviously charges a much lower fee.

38. SVDH appointed one Jacques Swanepoel Attorney as a mere post-box correspondent and then misrepresented to the RAF that he was an active correspondent.

39. It is clear that in each matter Swanepoel charged and was paid an amount of between R1 300.00 and R1 700.00 while SVDH drafted up a bill of costs of R30 000.00 – R40 000.00 in his name and even added VAT to this bill (which they never paid, since Swanepoel is not a registered VAT vendor).

40. This represents a substantial fraud against the RAF, when you spread this out over 150 – 200 matters, over the last 5 years – conservatively about R4,5 million.

The failure to pass on the party and party costs to client

41. As I mentioned above, the purpose of a costs order is to partially indemnify the client against the costs of successful litigation, not to be an additional profit for the attorney.

42. In each and every matter there would be two payments by the RAF to SVDH's trust account:

42.1. first, payment of the settlement amount; and

42.2. second, after the bills of costs were sent to the RAF, payment of the agreed costs

43. SVDH would deduct 25% (or more from the first payment) and then simply retain the second payment and never mention it to client (since most lay-people would not think to query the costs)

44. This of course constitutes a second count of embezzlement in each and every matter – roughly 150 – 200 of them.

45. In Dhlamini's case alone the costs payments from the RAF (including the correspondent bill) was R311 982.69 and this was hardly the biggest matter or costs order submitted by SVDH.

CONCLUSION

46. I hope that this note streamlines and simplifies the issues in this matter somewhat so that they can be more easily digested and converted into news-piece or investigative insert format.

47. Please note that:

47.1. this is only an explanatory note for the purposes of simplifying the issues – it is not to be used or relied upon for legal purposes; and

47.2. the information in this explanatory note does not originate from me but is drawn from:

47.2.1. the founding of Ms Thandi Dhlamini; and

47.2.2. the affidavit of the whistle-blower, Mr W.R. Crichton; and

47.2.3. the supporting affidavits of other clients of SVDH, namely:

47.2.3.1. Ms M.A. Mogale;

47.2.3.2. Ms P.A. Mokoena;

47.2.3.3. Ms S.N. Mlambo; and

47.2.3.4. Mr M. Xakama

in the matter under case number 2020/9518 in the Johannesburg High Court.

48. I trust this is in order.

Yours faithfully,



STEPHEN G. MAY ATTORNEY

5934/20
Digitised

Mpho Molokoane

From: Sakkie Bosman <sakkie@schumanns.co.za>
Sent: 07 October 2021 03:28 PM
To: Mpho Molokoane
Cc: azelle@schumanns.co.za; Johan Slabbert
Subject: FW: Schumann van den Heever & Slabbert Inc. // LPC and RAF
Attachments: Scan.pdf; Scan.pdf; Scan.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good day.

We refer to our previous emails dated 20 and 23 September 2021.

Find attached hereto our response and/or comments to the Monitoring Report dated 21 June 2021 for your attention.

Kindly acknowledge receipt hereof.

Sakkie Bosman
Direkteur / Director
Schumann Van Den Heever & Slabbert Incorporated
Tel : 011 394 9960, Fax : 011 394 1501, Mobile 083 461 2143
sakkie@schumanns.co.za

Ons Verw / Our Ref: A Kleinen/B0100/0096
U Verw / Your Ref: Mpho Molokoane
Datum / Date: 5 October 2021

Legal Practice Council (Gauteng Office)

For attention Mpho Molokoane
E-mail: mphomo@lpc.org.za

Dear Sir/Madam

RE: Schumann Van den Heever and Slabbert // LPC and RAF

1. We, the undersigned directors of Schumann Van Den Heever & Slabbert Incorporated ("Schumanns"), herewith provide our response and/or comments to the Monitoring Report dated 21 June 2021 ("the report") which was received by us on 2 September 2021 and as requested by the Legal Practice Council ("LPC") as represented by its Investigating Committee as contemplated in in terms of Section 37(1) and (2)(a) of the LPC. From the outset of this document, and as we had done previously, we tender our co-operation, which includes but is not limited to:

- 1.1 Interviewing us, jointly and/or severally at such times and in such reasonable manner as may be necessary;

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501

Emergency/Nood Tel: 083 461 2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direktore / Directors
J J Slabbert (B Iuris)
I Bosman (B Iuris, LLB)
A Kleinen (BLC, LLB)
I G Motlweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

CELEBRATING OUR 75TH ANNIVERSARY
PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21

BEE Compliant – Level 2
Kantoorbestuurder / Office Manager: A B Viljoen (B Comm)

2.

- 1.2 Providing all documentation under our control for scrutiny which is requested from us; and
- 1.3 Providing explanations in respect of queries which may arise from interviews or scrutiny of documentation,

in order to facilitate an expeditious, cost-effective, transparent, and fair investigative process.

2. We also accept that Schumanns, as well as we (the undersigned directors), are liable to such relevant third parties, as there may be, in terms of Section 34(7)(c)(i) and or (ii) of the Legal Practice Act 28 of 2014 ("the LPA") as read with Section 19(3) of the Companies Act 71 of 2008 ("the Companies Act"). Although such acceptance falls outside of the scope of this investigation, we confirm that we will continue to give our full co-operation, which co-operation is tendered, *inter alia*, to the LPC and the Road Accident Fund ("the RAF").
3. We also tender to participate in any review as contemplated by Section 5 of the Contingency Fees Act 66 of 1997 as claimed by any client affected by the events presently under consideration.
4. We confirm that as at the date of the report, the directors are as indicated at paragraph 2.2 of the report. It must be pointed out, however, that during the material period of time that is covered by the report, the directors of Schumanns were:

- 4.1 Jacobus Johannes Slabbert ("Slabbert");

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Noed Tel: 083-461-2143

Kantoorure / Office Hours:
 Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
 J J Slabbert (B Juris)
 I Bosman (B Juris, LLB)
 A Kleinen (BLC, LLB)
 I G Mchlwani (Magagula)(LLB)
Bygestaan deur:
 I Louw (LLB)
 A J N Ndwayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

3.

4.2 Izak Bosman ("Bosman");

4.3 Azelle Kleinen ("Kleinen"); and

4.4 Jakkie Supra ("Supra").

5. After the receipt of the Anton Pillar-application with Ms. Thandi Caroline Dhlamini ("Dhlamini") as applicant under Gauteng Local Division, Johannesburg case number 2020/9518 ("the application"), we the undersigned directors, requested an explanation from Supra as to the allegations contained in the application. The request for an explanation was scuppered due to:

5.1 the lockdown resulting from the COVID-19 pandemic; and

5.2 the fact that the files seized in terms of the order emanating from the application is kept under lock and key by the Sheriff.

6. We have attempted to overcome the latter aspect by:

6.1 tendering to Mr. Stephen G. May ("May"), the attorney for Dhlamini, the file of Dhlamini, provided that we can make copies thereof for our own records;

Kemptonweg 32 Kempton Road, 1619
Postbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7

Fax: (011) 394-1501

Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:

Monday/Maandag-Donderdag/Thursday 08h00 – 16h30

Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors

J J Slabbert (B Juris)

I Bosman (B Juris, LLB)

A Kleinen (BLC, LLB)

I G Motsweni (Magagula)(LLB)

Bygestaan deur:

I Louw (LLB)

A J N Ndwiyamato (LLB)

L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS

ATTORNEYS * NOTARIES * CONVEYANCERS

Company registration number 1994/000810/21

BEE Compliant – Level 2

4.

6.2 tendering to May, all files of such persons he can prove he has the authority to act for, provided that we can make copies thereof for our own records;

6.3 tendering to May that all files in respect of which he cannot prove authority to act for, is to be entrusted to the LPC for safekeeping, provided that we can make copies thereof for our own records, *alternatively* that we will keep the files and make copies for the LPC for safekeeping.

In all of the aforesaid events, it was proposed by us, that copies of the files be made under the supervision of a representative of May's office, a representative of our office and a representative of the LPC. This proposal was made in order to protect the integrity of the process and to ensure that all parties have the same file contents.

7. May rejected the tender and proposal. We will revert to the status of the existing litigation wherein May represents Dhlamini later.

8. We have also, repeatedly, both in writing and orally, requested Supra to provide explanations to us on various of the allegations as contained in the application and later emanating from the complaints to the LPC. After we (Slabbert, Bosman and Kleinen) obtained legal advice from senior counsel, we on 3 December 2020, addressed formal correspondence to Supra containing a number of pertinent questions emanating from the various complaints and the application. We annex hereto the questions posed to Supra marked Annexure "S1" and his written response marked Annexure "S2".

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
DoceX 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

Direkteure/ Directors
J J Slabbert (B Iuris)
I Bosman (B Iuris, LLB)
A Kleinen (BLC, LLB)
I G Mctolweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndiwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

5.

9. Much as with his response to the LPC in response to the report, the most repeated answer is that an answer cannot be provided as the files are not available to him for inspection.
10. It bears mentioning that in so far ledger details are available on the LegalSuite system, very little (if any) effort has been made by Supra to seek to actively address the complaints. As a matter of fact, Bosman received an e-mail from Supra on 22 September 2021 requesting certain information. We annex hereto the e-mail marked Annexure "S3". It is noteworthy to mention that Supra's request for certain information was only made 2 days after the reply to the LPC was due.
11. As such, we still do not have a full explanation from Supra in respect of the allegations contained in the application or this report. Partly we must concede that the fact that the files relating to the issues identified in the application cannot be perused may have hampered Supra in this regard, however we repeat that Supra has not availed himself to the information that is available.
12. During the course of our investigation in respect of the allegations in the application, a complaint by a correspondent attorney, Swanepoel Attorneys ("Swanepoel"), came to our attention. The complaint was immediately investigated by us and it *prima facie* had a ring of truth about it. We confronted Supra thereon, and he admitted that the complaint was correct. We found the nature of the conduct giving rise to the complaint as being incompatible with:

12.1 the ethics of our profession;

12.2 the values and ethos of Schumanns; and

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 Doceex 7, Kempton Park

Tel: (011) 394-9960/7

Fax: (011) 394-1501

Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:

Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors

J J Slabbert (B Juris)
 I Bosman (B Juris, LLB)
 A Kleinen (BLC, LLB)
 I G Motsweni (Magagula)(LLB)
Bygestaan deur:
 I Louw (LLB)
 A J N Ndiwayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS

ATTORNEYS * NOTARIES * CONVEYANCERS

Company registration number 1994/000810/21

BEF Compliant – Level 2

6.

12.3 the law generally.

13. A Directors' meeting was held, which included Supra, and it was put to Supra that his continued involvement in Schumanns is intolerable, upon which Supra immediately indicated that he is resigning from Schumanns, both as an employee and a director. Since 10 December 2020 Supra has not been a director or employee of Schumanns. We informed the LPC of the aforesaid development on 11 March 2021, by way of correspondence, a copy of which is annexed hereto marked Annexure "S4".

14. In addition to the requested explanation from Supra, we also conducted our own hampered investigation into the issues raised in the application. We again refer to our repeated requests to Supra in this regard.

15. We point out that our own internal investigation was hampered by:

15.1 as already indicated, the files relating to the issues raised in the application is not in our possession and we do not have access thereto;

15.2 Supra was the director in charge of the RAF-division of Schumanns, with much of the information required falling within his peculiar knowledge; and

15.3 Supra has not been fully and in a frank manner been forthcoming with information and requests for information by us.

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7

Fax: (011) 394-1501

Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:

Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direksure/ Directors

J J Slabbert (B Juris)

I Bosman (B Juris, LLB)

A Kleinen (BLC, LLB)

I G Motshweni (Magagula)(LLB)

Bygestaan deur:

I Louw (LLB)

A J N Ndwayamato (LLB)

L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS

ATTORNEYS * NOTARIES * CONVEYANCERS

Company registration number 1994/000810/21

BEK Compliant – Level 2

7.

16. However, in so far, we have been able to obtain information and/or draw inferences from available information, we will deal with same in direct answer to the report later on.
17. After receipt of the report, our attention was drawn to issues that we were previously unaware of and/or which were not discovered from our own hampered investigation. We will also deal with these issues in direct answer to the report later.
18. What is clear is that no matter the scope and nature of "checks-and-balances" that is implemented, where a trust relationship exists between directors (as there rightfully should), there is scope for subterfuge to take place and no degree of checks and balances will ever fully prevent all nature of fraud that can possibly be conducted. We are, should we be directed to alternate methods of checks and balances to be introduced to curtail this nature of fraud to integrate them into our system.
19. We will now proceed to deal with the report in so far it is required. References to paragraphs hereafter relate to the paragraph number as utilized in the report.

AD PARAGRAPH 5 GENERALLY

20. We note that there are a few instances in the report where the full explanation as to how our system works is not recorded if full. We do not view this failure having been done in bad faith or being material in nature as the essence of how the system works is recorded correctly. However, in so far,

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 DoceX 7, Kempton Park

Tel: (011) 394-9960/7

Fax: (011) 394-1501

Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:

Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors

J J Siabbert (B Juris)
 I Bosman (B Juris, LLB)
 A Kleinen (BLC, LLB)
 I G Motlweni (Magagula)(LLB)
Bygestaan deur:
 I Louw (LLB)
 A J N Ndwayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS

ATTORNEYS * NOTARIES * CONVEYANCERS

Company registration number 1994/000810/21

BEE Compliant – Level 2

8.

the aforesaid failure does become material in the future, we reserve the right to fully elucidate the process and procedure of our system.

AD PARAGRAPH 5.4.1.3 as read with 5.4.2

21. This process, in particular the statement that "*beneficiary banking details are verified*" must be qualified.
22. Depending on the nature of the transaction to be conducted, it is not possible in all instances that the full nature and extent of supporting documents is provided by the relevant head of department when requesting payment. For example, a payment requested that is to be made in terms of a liquidation and distribution account to a beneficiary will have its foundation in, potentially, a will and a liquidation and distribution account. The liquidation and distribution account will, in turn, consist of various pages supported by – more often than not – voluminous supporting vouchers. To provide copies of each such item in order to authorize a single payment will be simply unpracticable. In such instances, the bookkeeping department and Bosman will have to rely, as a matter of trust, on the head of the relevant department for the correct information when a payment is requested. Specifically, in earlier years the now requirement that the bank details provided must be verified or confirmed by the account holder by way of an official verification document issued by the relevant financial institution was not a strict requirement.

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
 Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
 J J Slabbert (B Iuris)
 I Bosman (B Iuris, LLB)
 A Kleinen (BLC, LLB)
 I G Motolweni (Magagula)(LLB)
Sygestaan deu:
 I Louw (LLB)
 A J N Ndwayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
SEE Compliant – Level 2

23. We point out that the fraudulent transactions relating to Polmed was not rife in that it occurred frequently. It was the haphazard and infrequent nature of the Polmed transactions that allowed it to go through undetected.
24. The requirement of a proper verification of banking details only became an institutionalized requirement once warnings were being issued by the LPC that various members have brought to its attention fraud is being committed on payments in so far account numbers are concerned. The LPC issued warnings relating to instances where account details were changed on e-mails, with the emails being hacked, resulting in payments being made to incorrect and/or fraudulent accounts.
25. Once it became apparent that attorney firms are being targeted and was highly susceptible to internet/email hacking and a rise in such instances were being reported on by LPC as well as attorneys' firms which had been targeted, the requirement of banking detail verification was incorporated into our payment system. We saw the threat of fraudulent account numbers being an external threat and, placing faith in the ethics and integrity of our staff, not as an internal threat. Account verification is thus now necessary as part of our payment system. The account verification must be a bank letter confirming the account number and holder.
26. However, it may be argued that a flaw has now been identified as arising from the report, in that we did not require account verification of payment accounts already loaded onto our payment system to which payments, without any comeback queries or complaints, had already been made to. However, this latter aspect is where the crux of the matter lies. As no complaints had been made by, for

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
 Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
 J J Stebbert (B Juris)
 I Bosman (B Juris, LLB)
 A Kleinen (BLC, LLB)
 I G Motlweni (Magagula)(LLB)
Bygestaan deur:
 I Louw (LLB)
 A J N Ndwayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

10.

example, Polmed that it had not received payments that it should have received, there was no need (prior to the report) to verify account numbers and beneficiaries linked to account numbers.

27. Until the introduction of the account verification, as was common practice within the business community prior to the upsurge of account number fraud, we effected payments to a specific account when a payment was requested for that specific account by ensuring the request was both signed off by the department head requesting the payment and a director.
28. To place matters in perspective, we perused the cheque account of Schumanns from the 30 April 2013 until 13 February 2019 in order to ascertain the number of payments made to Polmed, a payment issue arising from the report. During this period, a total of 25 109 (TWENTY-FIVE THOUSAND ONE HUNDRED AND NINE) payments were made from the cheque account. Of these 25 109 payments, 22 fraudulent payments were requested by Supra. This amounts to 0,08% of all payments made that were not properly made. Having regard to the aspects dealt with in paragraphs 19 to 23 and the particular manner in which the unauthorized payments were obtained with, *ex facie*, the proper documentation relied upon, to detect such unauthorized payments over a period of 5 ½ (FIVE AND A HALF) years is nigh impossible.
29. We point out that all the payment requests were both generated and signed by Supra. The inference falls to be drawn that he was responsible for the collation of the documentation in support of the payment requests. *Ex facie* the documentation presented to Bosman, the payment request seemed legitimate and valid (see Annexure "S6").

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
 Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

Direkteurs/ Directors
 J J Slabbert (B Iuris)
 I Bosman (B Iuris, LLB)
 A Kleinen (BLC, LLB)
 I G Motolweni (Magagula)(LLB)
Bygestaan deur:
 I Louw (LLB)
 A J N Nodayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

11.

30. As can be seen from the supporting documentation to the payment requests, the account number into which the payments were made is an ABSA account. From information received from Polmed, they do not have an ABSA account and would not request payments into an ABSA account. Moreover, the beneficiary account number seems to be a credit card number and is, over at least 8 identified payment requests (despite pertaining to different clients) the same account number.

31. We are also duty bound to indicate that a total of 29 payments to Polmed have been identified. However, we have only been able to verify 22 of those payments since 2013 as not being true and lawful Polmed payments. We are still awaiting archived information from ABSA relating to the other 7 identified Polmed transactions in order to determine the veracity of such payments.

AD PARAGRAPH 6.8.8.3

32. The impression is created, purposely or inadvertently, that we:

32.1 did not co-operate during the search occasioned by the Anton Piller-order; and/or

32.2 obstructed the proper execution of the Anton Piller-order; and/or

32.3 hid files away.

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 Doceax 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
 Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

Direkteure/ Directors
 J J Siabbert (B Juris)
 I Bosman (B Juris, LLB)
 A Kleinen (BLC, LLB)
 I G Motolweni (Magagula)(LLB)
Bygestaan deur:
 I Louw (LLB)
 A J N Nduwayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

12.

33. This impression, created in whatsoever manner for whatsoever purpose, is vehemently denied and is contrary to the true factual state of affairs.
34. The Anton Piller-order allowed for the presence and usage of a computer expert during the execution of the Anton Piller-order. This right afforded in terms of the Anton Piller-order was utilized and at the time that the Anton Piller-order was executed a computer expert was, in fact, present and utilized. The computer expert, moreover, is an expert in the LegalSuite system utilized by Schumanns.
35. The computer expert in the presence of the overseeing attorney were provided unfettered access to Schumanns' LegalSuite system and she filtered the system so that all matters to which the Anton Piller-order would relate was identified. Of those 21 was immediately handed to the Sheriff. The remainder was misfiled. After the hard lockdown ended, a further 3 of the missing files as identified in terms of the Anton Piller-order were found and handed over to the Sheriff in order to comply with the Anton Piller-order. This was done on 19 June 2020.
36. The contents of paragraph 5 hereof are reiterated. In addition, and after the execution of the Anton Piller-order, various instances of correspondence were directed to the LPC. In those correspondences, *inter alia*, the LPC was invited to conduct any such investigation at our offices as it may deem fit, and we tendered our co-operation in this regard. These correspondences are annexed hereto marked Annexure "S5 A – S5 E".

Kemptonweg 32 Kempton Road, 1619
 Posbus / P O Box 67 & 168, Kempton Park, 1620
 DoceX 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorwre / Office Hours:
 Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
 Vrydae / Friday 08h00 – 16h00

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

Dirakteurs/ Directors
 J J Slabbert (B Juris)
 J Bosman (B Juris, LLB)
 A Kienan (BLC, LLB)
 I G Motolweni (Magagula)(LLB)
Bygestaan deur:
 I Louw (LLB)
 A J N Ndwayamato (LLB)
 L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

37. Thus, the statement by May that, during the execution of the Anton Piller-order, "*they had only found about 30 files*" is misleading. Only 30 files were identified, by the computer expert in the presence of the overseeing attorney (and confirmed by Mr. Crichton), as forming the subject-matter of the terms of the Anton Piller-order. May has not on behalf of his client/s, since the execution of the Anton Piller-order, sought to extend the scope of the Anton Piller-order. However, in light of our tender to the LPC, such a variation of the Anton Piller-order is not necessary.

AD PARAGRAPH 6.9

38. The ledger account details are not disputed.

39. The difficulty in commenting properly on this paragraph, particularly the fees aspect, in light of the explanation provided by Supra as set out in paragraph 6.8.3 of the report, lies therein that we do not have access to this file for reasons already dealt with.

40. Supra, in his response to the report, also indicates that there may be file entries on the cover of the file or on file notes that are not included on the LegalSuite system. The veracity of this will also impact on the calculations done.

AD PARAGRAPH 6.10

41. As previously indicated, the director in charge of the relevant department is tasked, on a basis of mutual trust, for the raising and debiting of fees against a particular client. As the financial

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
J J Slabbert (B Iuris)
I Bosman (B Iuris, LLB)
A Kleinen (BLC, LLB)
I G Motshweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

14.

transactions of Schumanns are audited, we have no internal requirement that fees debited must be double-checked by another director.

42. Thus, in so far, we as directors and/or Schumanns are jointly and severally liable to Dhlamini for any over-reaching committed by Supra, we accept such liability, and we reiterate paragraph 2 hereof. In so far, the imputation is made, or the inference is sought to be drawn that we were complicit in the over-reaching committed by Supra, same is denied.

AD PARAGRAPH 6.11 and 6.12

43. Upon being appraised of this information in terms of the report, we immediately commenced our own investigation and discovered a harrowing account of subterfuge, fraud as well as uttering on the part of Supra amount to some R2 500 000,00 (TWO MILLION FIVE HUNDRED THOUSAND RAND) in respect of the alleged Polmed payments. We, the undersigned directors, have resolved to lay a criminal complaint against Supra. To this end Bosman has prepared a complaint affidavit to be submitted to the South African Police Services for investigation and possible prosecution, which affidavit have been submitted to the South African Police Services, Kempton Park Police Station on 17 September 2021 with CAS number 375/9/2021.

44. In order to avoid a duplication of facts, the aforesaid affidavit, together with its annexures, is annexed hereto marked Annexure "S6". In brief, 22 instances of fraud have, so far, been discovered by us. These instances were haphazardly and infrequently perpetrated over a 5 ½ year period, in sums of

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
J J Slabbert (B Juris)
I Bosman (B Juris, LLB)
A Klennen (BLC, LLB)
I G Motokweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

15.

money that would not attract any undue attention, with no distinct pattern being created. These are the same 22 transactions forming part of the 29 transactions previously referred to.

45. Thus, in so far, we as directors and/or Schumanns are jointly and severally liable to any of the identified clients, we accept such liability, and we reiterate paragraph 2 hereof.

46. As indicated in paragraph 6.13 of the report as read with the contents hereof, Supra no longer has any ties to Schumanns. However, had we – at that stage – been aware of the extent of the unethical and unlawful conduct by Supra, we would have conducted a disciplinary hearing and brought the institution, as well as the evidence led and the outcome thereof to the attention of the LPC. We would also have laid the criminal complaint much earlier.

AD PARAGRAPH 6.13

47. We have already dealt with the fact that Supra's employment and directorship with Schumanns terminated due to his handling of the correspondent account from Swanepoel.

AD PARAGRAPH 6.14.1

48. We confirm that a total amount of R68 400.00 was due and payable to advocate Darby as per her invoice/statement. An amount of R34 200.00 was paid on 22 October 2018 and the balance in the

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direktore/ Directors
J J Slabbert (B Juris)
I Bosman (B Juris, LLB)
A Kleinen (BLC, LLB)
I G Motolweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

amount of R34 200.00 on 30 January 2019. The aforesaid invoice/statement and payment requests are annexed hereto marked as Annexures "S7A & S7B".

AD PARAGRAPH 6.14.2

49. It is correct that the invoice from FundaMedical that the amount due for Dr Schutte is in the amount of R5 700.00. We are unable to comment why the other 50% was not paid.
50. In respect of the payment to FundaMedical we point out that the agreement with FundaMedical is that payment of 50% of the total costs for a medico-legal report is to be paid upfront with the remaining 50% to be paid upon finalization of the matter and payment being received from the RAF.
51. We cannot locate that a second payment was, in fact made and is querying whether there is an outstanding payment due to FundaMedical in this regard.

AD PARAGRAPH 7, 8, 9 and 10

52. In respect of the issues addressed herein above, in so far, they relate to the clients referred to in the aforesaid paragraphs, same are repeated (*mutatis mutandis*). We, however, point out the following:

- 52.1 Paragraph 7.8.1 refers to a cumulative amount of R40 000,000 paid. We have obtained the payment requisition and have now discovered that it was a double payment that was made.

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Dirakteure/ Directors
J J Siabbert (B Iuris)
I Bosman (B Iuris, LLB)
A Kleinen (BLC, LLB)
I G Motolweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

We annex hereto, marked Annexure "S8 A & S8 B", the proof that the double payment was made at the request of Supra. Why the double payment was requested by Supra is unknown and we defer to Supra in this regard.

52.2 Paragraph 7.8.2 refers to a payment to Advocate Darby. We annex hereto, marked Annexure "S9 A & S9 B", the request for payment and Advocate's Darby's invoices evidencing the paid sum of R57 400,00. The amount of R28 800,00 was paid on 6 November 2018 from our business savings account and the amount of R28 800,00 was paid on 29 March 2019 from the trust account. We can only surmise, we have no actual knowledge, that she was briefed on trial and that the matter settled on the day of trial.

52.3 Paragraph 8.5 and 9.6 refers to suspicious payments to Polmed. We can confirm that the beneficiary account number is a repeated credit card number and was, also, paid into the ABSA account referred to earlier. We repeat the information from Polmed that it did not require payments to it to be made into an ABSA account. The payment requests were generated by Supra.

52.4 Paragraph 8.6 refers to alleged high value disbursements, which require further investigation. We can confirm that we obtained the payment requests with the relevant invoices in respect thereof, which we attach marked Annexures "S10 A – S10 J".

52.5 Paragraph 9.5 and 10.4 refers to a contravention of Rule 6.6 of the Rules made by the LPC in respect of the Contingency Fee Act. However, during the material time relating to this

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
J J Slabbert (B Juris)
I Bosman (B Juris, LLB)
A Kleinen (BLC, LLB)
I G Motshweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

matter, the Rules referred to were not yet promulgated and in operation. We merely point this out as a matter of good order.

52.6 Paragraphs 9.12 and 10.9 refers to subsequently posted transactions, together with a reversal of fees. We defer to Supra as to why this state of affairs occurred. However, we have located the payment requests and supporting invoices confirming the transactions. We note the allegation by Supra that "the firm" forgot to pay FundaMedical. With respect to Supra, he was the director in charge of the RAF-department and the duty to ensure that entities who provided services to his specific department in the firm was paid rested on him. Any neglect and/or failure and/or omission to timeously pay service providers in respect of his department rests with him.

AD PARAGRAPH 11

53. We repeat what we have said in this regard herein before. For greater clarity, in order to determine the true liability, if any, in respect of each matter, the files will have to be perused. The true nature of the fees that was actually due will have to be determined in order to determine the extent of the breach and in order to determine the liability to either the RAF or clients.

AD PARAGRAPH 12 and 14

54. We repeat that each director is responsible for the running of the department which that director heads. It is accepted, on the basis of mutual trust, that each director complies with his or her duties

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
J J Slabbert (B Juris)
I Bosman (B Juris, LLB)
A Klennen (BLC, LLB)
I G Motsweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEF Compliant – Level 2

and/or abides by the general rules and ethics of the profession, including but not limited to elements such as to not tout, to render accounts and to only raise fees for actual work done.

55. We must point out in respect of paragraph 12.3 that the alleged unaudited business savings account is, in actual fact, audited by our auditors. We annex hereto a letter from our auditors confirming same, marked Annexure "S11".

AD PARAGRAPH 15

56. The litigation pertaining to the Anton Piller-order remains pending. The Honourable Judge Adams have found that the Anton Piller-order had lapsed due to the rule *nisi* having come and gone and no action having been instituted by Dhlamini or any other person affected by the Anton Piller-order. Leave to appeal was denied by Judge Adams, however the Supreme Court of Appeal granted leave to appeal. The record has only recently been submitted to the Supreme Court of Appeal and we are awaiting the heads of argument in respect thereof.

57. We are, however, of the opinion that the appeal is actually moot due to the aforementioned tender as well as the tender to the LPC in respect of all files that do not form the subject-matter of the Anton Piller-order. The tender is, yet again, repeated.

58. We, the undersigned directors, accept the financial liability that rests on us, jointly and severally with Schumanns and Supra, as set out above. However, due to the nature of the departmental compartmentalization of our firm and each director being in charge of his or her department, we deny

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7

Fax: (011) 394-1501

Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:

Monday/Maandag-Donderdag/Thursday 08h00 – 16h30

Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors

J J Slabbert (B Juris)

I Bosman (B Juris, LLB)

A Kleinen (BLC, LLB)

I G Motsweni (Magagula)(LLB)

Bygestaan deur:

I Louw (LLB)

A J N Ndwayamato (LLB)

L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS

ATTORNEYS * NOTARIES * CONVEYANCERS

Company registration number 1994/000810/21

REE Compliant – Level 2

20.

that we were complicit in the contraventions as set out in paragraph 14.1.1, 14.1.2, 14.1.3 and 14.1.4 of the report. We have also, since being made aware of the issues, whether arising from the application or the report, undertaken a course of action to develop and implement further and/or new checks and balances in order to avoid and prevent a re-occurrence of events.

59. We, again, tender our co-operation with further investigations.

Yours faithfully

J.J Slabbert



I Bosman

A Kleinen

SCHUMANN VAN DEN HEEVER & SLABBERT INC.

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

Direkteure/ Directors
J J Slabbert (B Juris)
I Bosman (B Juris, LLB)
A Kleinen (BLC, LLB)
I G Motsweni (Magagula)(LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

Azelle Kleinen

From: Azelle Kleinen <azelle@schumanns.co.za>
Sent: Thursday, 03 December 2020 5:45 PM
To: Jakkie Supra
Cc: Johan Slabbert; Sakkie Bosman
Subject: Complaints - RAF matters

Good day Jakkie

We refer to our previous e-mails dated 19 November 2020 and 1 December 2020.

Although we requested you to reply to certain aspects of the allegations made by Stephen May and William Crichton as well as the complaint received from the LPC, we, despite what was already requested in the above mentioned e-mails, also hereby request that you answer the following by Wednesday 9 December 2020.

1. **Possible Touting of Clients:**

- 1.1. You must deal with/answer paragraphs 12 to 14 of the complaint letter dated 5 October 2020.
- 1.2. The allegation is made in paragraph 13 of the complaint, that in MS Dhlamini's case it appears that a SAPS member forwarded the accident report from the Parys Police Station. Is this person that Mr May is referring to, Mr Crawford?
- 1.3. Did Mr Crawford in fact send the accident report from the Parys Police Station?
- 1.4. Did Mr Crawford send any other documents in regard to the Dhlamini case?
- 1.5. Did Mr Crawford sent any other documents relating to the other 4 matters, namely:
 - Mamolefe Annah Mogale,
 - Podile Anastacia Mokonea,
 - Sanah Nomuiselo Mlambo and
 - Mongezi Xakama.
- 1.6. Kindly explain in detail what your relationship was with Mr Crawford.
- 1.7. Mr Crawford made certain allegations in the Checkpoint program. He said he was paid for collecting information. He said he interviewed clients and filled in forms.

This might imply possible touting. Please provide us with a copy of these forms that were filled-in.

2. **Contingency Fee Agreement:**

- 2.1. You must deal with/answer the allegations contained in paragraphs 15 to 17 of the complaint letter dated 5 October 2020.
- 2.2. Kindly provide us with copies of the Contingency Fee Agreements relating to;
- Thandi Caroline Dhlamini,
 - Mamolefe Annah Mogale,
 - Podile Anastacia Mokonea,
 - Sanah Nomuiselo Mlambo and
 - Mongezi Xakama.

3. **Manner in which matters were finalised:**

- 3.1. You must deal with/answer paragraphs 18 to 24 of the complaint letter dated 5 October 2020.

4. **Failure to properly account to client:**

- 4.1. You must deal with/answer paragraphs 25 – 27 of the complaint letter dated 5 October 2020.
- 4.2. An allegation was made that there were never proper accounts given to clients. We await the necessary accounts which was send to;
- Thandi Caroline Dhlamini,
 - Mamolefe Annah Mogale,
 - Podile Anastacia Mokonea,
 - Sanah Nomuiselo Mlambo and
 - Mongezi Xakama.

4.3. The allegation is made that in Ms Dhlamini's case she was given an unstamped draft order which reflected an amount of R100 000.00 lower than the amount received from the RAF. We require the following documents:

- The actual court order which was granted in Ms Dhlamini's case;
- A copy of the Contingency Fee Agreement of Ms Dhlamini entitling the 25% of her claim;

5. **Theft/Embezzlement**

5.1. You must deal with/answer paragraphs 28 – 33 of the complaint letter dated 5 October 2020...

6. **Inflation of bills of costs:**

6.1. You must deal with/answer paragraphs 34 – 36 of the complaint letter dated 5 October 2020.

7. **Fraudulent Correspondent Bill:**

7.1. You must deal with/answer paragraphs 37 -40 of the complaint letter dated 5 October 2020.

8. **Failure to pass the party and party costs to client:**

8.1. You must deal with/answer paragraphs 41 -45 of the complaint letter dated 5 October 2020.

THE CHECKPOINT PROGRAM

9. **Mr William Crichton:**

9.1. Mr Crichton alleged that the touts received R10 000.00 per matter. Please provide us with your comments in this regard.

9.2. Mr Crichton said that the documents were not explained to clients. Please provide us with your comments in this regard.

9.3. Mr Crichton also explained that you would sign a document and then sign it himself as a witness.

Please provide us with your comments in this regard.

Furthermore please provide us with copies of the settlement agreements in respect of;

- Thandi Caroline Dhlamini,
- Mamolefe Annah Mogale,
- Podile Anastacia Mokonea,
- Sanah Nomuiselo Mlambo and
- Mongezi Xakama.

9.4. Mr Crichton also alleged that consultations were charged for which never took place.

Please provide us with your comments in this regard.

10. **Mr Sevrin Crawford:**

He alleged that he filled in forms on behalf of the clients. He stated that in the first seven to eight months he brought the firm 75 cases.

Please provide us with your comments in this regard.

11. **Mr Sydney Modise:**

11.1. He explained that after the award was granted in his favour he borrowed R20 000.00 from the firm and had to pay R51 000.00 back to the firm.

Please provide us with the necessary explanation/comments in this regard.

11.2. He also explained that he only received R340 000.00.

Please provide us with the following:

- What was his claim for and what was the award?
- Please provide us with a copy of the draft order/court order.

12. **Mr Jimmy Otto:**

12.1. Please provide us with a full set of documents relating to Mr Jimmy Otto.

12.2. Mr Jimmy Otto explained that he was promised approximately R5 million for his claim and he received R2.2 million.

- Why the matter was settled at R2.2 million?

13. **Mr Stephen May:**

13.1. Mr Stephen May explained that the firm often deducted more than 25% from a claim. Please provide us with the settlement agreements and the court orders in the following matters;

- Thandi Caroline Dhlamini,
- Mamolefe Annah Mogale,
- Podile Anastacia Mokonea,
- Sanah Nomuiselo Mlambo and
- Mongezi Xakama.

13.2. He also stated that you never gave the clients copies of the contingency fee agreement.

Please provide us with your comments in this regard.

13.3. He makes the broad statement that all clients were defrauded and that they did not know what amount was claimed.

Please provide us with your comments in this regard.

Kindly take note that you are entitled to approach the sheriff and make the necessary copies so that you can provide us with the documentation requested from you herein above. Furthermore, you are to take note that your reply will be included in our report to the LPC.

Die uwe/Regards

Azelle Kleinen
Director
Tel: 011 394 9960
Fax: 011 394 1501
Email: azelle@schumanns.co.za



SCHUMANN
VAN DEN HEEVER &
SLABBERT ING/INC.
PROKUREURS • ATTORNEYS

Azelle Kleinen

From: Jakkie Supra <jakkie@schumanns.co.za>
Sent: Monday, 14 December 2020 11:03 AM
To: 'Johan Slabbert'; Sakkie Bosman; 'Azelle Kleinen'
Subject: Answers to the email dated the 3rd of December 2020.
Attachments: Answer to the email received from Azelle Kleinen dated the 3rd of Decemeber 2020.docx

Goeie dag Almal,

Hier is die antwoorde op die epos ontvang van Azelle op die 3de Desember 2020.

Jakkie Supra
Director
Tel: 011 394 9960
Fax: 011 394 1601
Email: jakkie@schumanns.co.za



SCHUMANN
VAN DEN HEEVER &
SLABBERT ING/INC.
PROKUREURS • ATTORNEYS

Answer to the email received from Azelle Kleinen dated the 3rd of December 2020

AD Paragraph 1. Possible Touting of Clients

Ad paragraph 1.1

1. FundaMedical referred Mrs Dhlamini and the other passengers and driver who were involved in the accident to us.
2. A consultation was scheduled with Mrs Dhlamini, Mrs Mogale, Mrs Mokoena and Mrs Mlambo for the 10th of February 2015, a good 5 months after the accident as per paragraph 4 to 9 of summary of the Mogale matter.
3. As per paragraph 15 of the summary of the Mogale matter, the accident report was at Buffelshoek police station and we had to attend a few times before we got the correct accident report.

Ad paragraph 12 of Complaint

4. Paragraph is noted

Ad paragraph 13 of Complaint

5. It is denied. As stated above, the accident report was located at Buffelshoek police station, after we had to send our Candidate Attorneys a few times to get the correct accident report.

Ad paragraph 14 of Complaint

6. It is denied that anybody induced Ms. Dhlamini.
7. It is true that the travel cost of Ms. Dhlamini was paid to her to travel to our office in Kempton Park.
8. It is denied that it was never explain to Ms. Dhlamini that all the disbursement that we had to incur, including her travel cost, would be deducted from her award.
9. It was explained that we claim back the disbursement from the Road Accident Fund.

Ad paragraph 1.2

10. This is denied. As state above, and per paragraph 15 of the summary of the Mogale matter, we had to attend to Buffelshoek police station to get the accident report.
11. As per paragraph 1 of the relationship with Mr. Crawford, I only stated working with Mr. Crawford from October 2016. I did not know Mr. Crawford in February 2015.

Ad paragraph 1.3

12. No, as state above, and as per paragraph 15 of the summary of the Mogale matter, we send our Candidate Attorneys a few times to Buffelshoek police station to get the accident report.
13. I did not know Mr. Crawford in 2015.

Ad paragraph 1.4

14. Mr. Crawford and I only met in October 2016. He had no dealings in Mrs. Dhlamini case.

Ad paragraph 1.5

15. No, Mr. Crawford had no dealings or send us any documents relating to the other 4 matters namely:

- a. Mamolefe Annah Mogale
- b. Podile Anastacia Mokonea
- c. Sanah Nomuiselo Mlambi and
- d. Mongezi Xakama

16. Mr. Crawford and I only met in October 2016. As can see from paragraph 24 and 25 of the summary of Mogale matter, her matter was lodged in October 2016.

Ad paragraph 1.6

17. Kindly refer to the summary of the relationship with Mr. Crawford.

Ad paragraph 1.7

18. As per the summary of the relationship with Mr. Crawford, he was paid to obtain documents, i.e. the accident report. To submitted requested forms and collect the RAF1 and medical records. Please see copy of his invoice attached to the summary.

19. Mr. Crawford is an accident investigator, he spoke to people to find out if they have a possible claim. If the person had a claim, he would refer the person to any number of the Attorneys he was dealing with.
20. To find out if there was an accident report registered at the police station or metro police, Mr. Crawford would need to have a special power of attorney and the necessary consent to the police, which is attached to the summary of the normal proses annexure "A2" and "A3".
21. We were not provided with any of the completed forms, as this used just to see if there is an accident report registered. The client will attended to our office for consultation, where all the forms would be completed, explained, and signed by the client, the necessary request, with the power of attorney, consent and copy of the client I.D will be given to Mr. Crawford to obtain the accident report.

Ad paragraph 2.1

22. As per the summary of the normal process paragraph 4, the client would be explained the process. As per paragraph 6 thereof, every paragraph of the contingency fee agreement was explained to the client.
23. Our normal fees and hourly rate is attached to the contingency fee agreement, which the client signs. They are explained that we charged R 1 800.00 per hour.
24. The interpreter of the contingency fee act has changed over the past year through case law.
25. As new case law came out, we amended our contingency fee agreement to make sure that it follows the latest case law.

26. The clients would, whenever they come to our office, for consultation or to be taken to the doctors, be requested to sign a contingency fee agreement. This had to be handed up with the contingency fee affidavit when the draft order was made an order of court.
27. If the court found that the contingency fee agreement was invalid, the court will make it part of the court and state the Attorneys can only charge normal Attorneys and Client fee to the maximum of 25%.

Ad paragraph 15 of the complaint

28. It is denied that we did not explain our normal fee structure or hourly rate to the client. When the client signed a contingency fee agreement, normal fee structure and hourly rate is attached to the contingency fee agreement.

Ad paragraph 16 of the complaint

29. This paragraph is denied.
30. As the interpreter of the contingency fee act changed through case law, we would amended our contingency fee agreement.
31. The Legal Practice Council Rules were only publish in October of 2019, after all the said matters were finalized.

Ad paragraph 17 of the complaint

32. This paragraph is denied.

Ad paragraph 2.2

33. Attached to the summary of Mogale's matter, Annexure "MOG6" is the contingency fee agreement which the client signed the first day she attended our office.

34. Since the files of Ms. Dhlamini, Ms. Mokone and Mr Xakama is in the possession of the Sheriff, I am unable to provide the requested documents.

Ad paragraph 3.1

Ad paragraph 18 of the complaint

35. Save to admit that the trial date arrived some 2-3 years after the initial consultation, it is denied that almost identical process were followed at court.

Ad paragraph 19 of the complaint

36. The content of this paragraph is denied.

Ad paragraph 20 of the complaint

37. Save to admit that the client is called to come to court on the trial date, it is denied that it is expected to make his or her way there from wherever he or she lives.

38. We always tried to assist the clients in getting to the court. Whereby we provide the client with travel cost or if possible we arrange transportation for the client. In Ms.

Dhlamini's case, she stayed in Parys, and we provide her with R 1 200.00 for her travel cost.

Ad paragraph 21 of the complaint

39. Save to admit that the client, I and the Counsel, whoever is on brief for the trial at court.
40. As the Attorney has no instruction from the Road Accident Fund at the time we come to court, there is no indication if the matter will settle or if we need to proceed with the trial.
41. If the matter is ready to proceed on trial, it will be indicated on the Counsel Practice note and state who many days is required.
42. We have an arrangement with our doctors, that if a matter is to proceed on trial, and their attendances are required, we must inform them a few hours in advance. It is not cost affective to have 3 to 5 doctors waiting for some time 2 to 3 days at court, if the matter is going to settle. Or if the matter is proceeding on trial, wait at court while we wait for a Judge to become available and a court room to become available.
43. Whenever the merits of the matter is in dispute, we will arrangement with the witnesses to be on standby and inform them what date and time them to need at court.
44. We had matter that stood down for 2 days, while we were waiting for a Judge and court to become available.

Ad paragraph 22 of the complaint

45. The contents of this paragraph is denied.
46. Once we receive an offer of settlement, the counsel and I will first make sure that the offer is reasonable. Thereafter we would discuss and explain the offer, the risk and option to the client. We show the client on the expert reports why we suggest that they accept the offer.
47. As per the Summary of Mogale matter, paragraph 72 to 76. The client was advised that the loss of earning is as per our own Actuarial calculations. That if we do not accept the General pain and suffering, it will be referred to the HPCSA.

Ad paragraph 23 of the complaint

48. The content of this paragraph is denied.
49. The offer is discussed with the client. The risk is explained to the client. The risk will be that if we proceed with the matter on trial, and the trial court does not order a bigger amount, the client will be liable for the wasted cost. In some matter, where the general damages are rejected by the experts of the RAF, as in the matter of Mogale and Modise, it is explained to the client that the refer to the HPCSA will take from 1 to 2 year before we get an outcome. We explain to the client the amount as per the quantum of damage, with we also have with us, the amount for general pain and suffering which were awarded in similar matters.
50. We have never forced a client to accept an offer.

51. Whenever we receive an offer, we will first discuss and explain it to the client, and if we have ground for a higher amount, we will first do a counter offer to the Defendant's Attorneys. In the event that the Defendant is keeping with their original offer, we will then discuss the risk with the client and give the client option. We will asked the client what their instruction are, before we proceed with accepting any offer.

Ad paragraph 24 of the complaint

52. Save to admit that the settlement agreement and contingency fee affidavit are signed, the reminder of the paragraph is denied.
53. The client is explained the process, that the draft order is being made an order of court in open court or if the court has adjourned, in chamber of the Judge.
54. The client is asked if they want to come to court or wait for the Counsel and sometimes myself to attend to have the settlement made an order of court.
55. As the settlement is made order of court in the roll call court, which is full with Attorneys and Counsel, most of the client elect to wait outside the court or at the coffee shop.

AD Paragraph 4.1

Ad paragraph 25 of the complaint

56. The contents of this paragraph is admitted. The client have never requested to receive a detailed account indicating all of the receipt, and fees and disbursements on their account.

57. Since the rule of the LPC which were publish in October 2019, we have done so.

Ad paragraph 26 of the complaint

58. The allegation in this paragraph are denied. I do not know where Ms. Dhlamini received the said unstamped draft court order. The court order on our system, which is the draft court order, show the amount of R 683 454.90.

59. When every a client request any information from us, we send it to them straight away.

Ad paragraph 27 of the complaint

60. The allegations in this paragraph is denied.

61. We respond to every request as soon as we can. Supply the client with as much information and documents as they need.

Ad paragraph 4.2

62. We did not provide the client with a breakdown of all the amount received and amount paid on their matter.

63. Since we become aware of the Rule of the LPC which were publish on October 2019, we have provide the clients with a breakdown.

64. I have done such a break down in the summary of Mogale, Annexure "MOG99".

Ad paragraph 4.3

65. The file of Ms. Dhlamini is still at the sheriff's office, I have spoken to the Sheriff of Kempton Park South, Mrs Thoke, who informed me that we will only be able to obtain copies of the filed with the consent of the Ms. Dhlamini's Attorneys, Mr. May.

66. We have requested the Court file out of archive at the court, in order to obtain the information from there.

Ad paragraph 5

Ad paragraph 28 of the complaint

67. The allegation contained in this paragraph is denied.

68. In most matters, the clients is paid out 75% of the capital amount. In some matters, the client is paid out more than 75% of the capital amount. It depend on the amount of the capital amount.

69. As can been seen in the summary of Mogale paragraph 86. In the matter of Modise paragraph 84 and 85.

Ad paragraph 29 of the complaint

70. Save to admit that the money held in trust belongs to the client. The remainder of the paragraph is denied.

71. SVDH is entitled to our legitimate fee and recovery of the disbursements which was paid on behalf of the client.

Ad paragraph 30 of the complaint

72. The allegations in this paragraph is denied. As per the rule of the LPC Rule 6.3

"Where the attorney acts in a contingency fee matter for an amount equivalent only to the attorneys' normal fee then, provided the said written estimate has been furnished, it shall not be necessary to draw a formal bill of costs as a matter of course"

73. They were given a handwritten estimate of what our normal fees would be at court. Therefore is not necessary to provide a client with a formal bill of costs.

74. The clients never requested a detailed account and accepted the estimate that was given to them.

Ad paragraph 31 of the complaint

75. The allegation in the paragraph is denied.

76. Same will be proven once we obtain a copy of the file that is held by the Sheriff.

Ad paragraph 32 of the complaint

77. Save to admit when the investigation were done to by the in depended Attorneys, 30 files were identified as per the court order of the Anton Piller order.

78. The remainder of the paragraph is denied.

Ad paragraph 33 of the complaint

79. The allegations in the paragraph is denied.

Ad paragraph 6.1

Ad paragraph 34 of the complaint

80. The allegation in this paragraph is denied.

81. As per the summary of the normal process and the summary of Modise and Mogale matters, can be seen that all of the items on the bill of cost were carried out.

82. It might be that the where in the bill of cost, we state that there were a consultation, where in fact it was a telephone consultation.

Ad paragraph 35 of the complaint

83. The allegation in this paragraph is denied.

Ad paragraph 35.1 of the complaint

84. The allegations in the paragraph is denied.

85. Whenever we received a requested from the Defendant's Attorneys to provide them with proof of any of the items on the bill of cost, we respond to such a request. Where it is not possible to provide them with the proof, the item will not be allowed and will be taxed off.

Ad paragraph 35.2 of the complaint

86. The allegations in this paragraph is denied.

87. We try to settle the bill of cost with the Defendant's Attorneys to avoid adding extra expenses, the attending to the taxation. If we do not received an offer, which is acceptable from the Defendant's Attorneys, we proceed with the matter on taxation in front of the taxing master.

Ad paragraph 36 of the complaint

88. Save to admit that the files are currently with the sheriff, the remainder of the paragraph is denied.

Ad paragraph 7.1

Ad paragraph 37 of the complaint

89. The content of this paragraph is admitted.

Ad paragraph 38 of the complaint

90. The allegation contained in this paragraph is denied.

91. Jacques Swanepoel Attorneys was appointed as a correspondent. On some matter it would be only as a post-box, and in other matter, the office of Swanepoel will attend to do more then to just act as a post-box.

92. We would request the office of Swanepoel Attorneys to attend to certification of matter in front of the Judge for an example.

Ad paragraph 39 of the complaint

93. The allegation in this paragraph is denied.
94. We would receive invoice from Swanepoel Attorneys, and would pay such invoices. The amount differ from matter to matter, depending on the amount of work that was done.
95. The bill of cost for Swanepoel Attorneys would be drafted by us. We would include items that we done by us under his bill, for example the copies of notice, the serve and filing of the notice and pleading, attending court to issue Summons, attending court to index court file.
96. When the bill of cost was presented to the Defendant's Attorneys, most of the time they would tax the bill of cost of Swanepoel Attorneys to a mere post-box.

Ad paragraph 40 of the complaint

97. The allegation in this paragraph is denied.
98. On the affidavit of Mr. Swanepoel, which there were 48 files on which bill of cost were drafted on his behalf.
99. As per the affidavit this amount to R 1 164 336.66.

Ad paragraph 8.1

Ad paragraph 41 of the complaint

100. The allegation in this paragraph is noted.

Ad paragraph 42 of the complaint

101. The allegations in this paragraph is admitted.

Ad paragraph 43 of the complaint

102. The allegation in the paragraph are denied. When the matter is settled at Court, the client is explain that we do received the cost for the matter as well.

103. As per the explanation of the Judgment of the Masango matter, given by DJP Mojapelo, in the De Rebus, 1st of June 2018, all the matter fall with the matters that are settled under a R 1 000 000.00.

104. Therefore the fees that were recovered from the Bill of Cost were used for the shortfall of the fee and disbursement.

Ad paragraph 44 of the complaint

105. The allegations in the paragraph is denied. It is specifically denied that we ever embezzled any money from any clients.

106. As per the Anton Pilar, the independent Attorneys identified 30 filed which were in the court order.
107. As per the Affidavit of Mr. Swanepoel, there are only 48 files in which the Bill of Cost were drafted in the past 4 years.
108. Since the LPC Rule on the contingency fee agreement were publish In October 2019, we have paid over the fee that we recovered from the RAF to the client.

Ad paragraph 45 of the complaint

109. The allegations in the paragraph are noted.
110. The cost that were recovered from the RAF, is different from matter to matter. It all depends on who many expert we had to instruct and the amount of disbursement, SVHS had to pay on behalf of the client, which we recovered in the Bill of Cost.
111. A large part of the Bill of Cost were disbursement that we recovered.

Ad Paragraph 9.1

112. As per the Summary of Mr. Crawford, we do not use touts. We use accident investigator which provide a service in obtaining the accident report, medical records on our behalf. We would then as per the invoice attached to the summary pay the accident investigator for service rendered.

Ad Paragraph 9.2

113. As per the Summary of Ms. Mogale, Mr. Modise and the normal process, each document would be explained to the client, what stands in the document, and what the documents will be used for.

114. Client will not just sign blindly documents without being explained what it is for or will be used.

Ad Paragraph 9.3

115. Mr. Crichton only started his employment in October of 2017, he only attended one or two consultation with new client.

116. As per the Summary of normal process, Ms. Mogale matter and Mrs. Modise matter, I would sign myself as one witness, and who every is in the consultation with us, for example the accident investigator or a family member, will sign as the other witness.

117. So if Mr. Crichton was in the consultation with us, he would be asked to sign the document as a wittiness.

118. As the files of Ms. Dhlamini, Ms. Mokonea and Mr. Xakama is in the possession of the Sheriff, only draft settlement can be provide. As state above the Sheriff inform me that we can only get copies of the file with the consent of Mr. May.

119. The Court Orders of Ms. Mogale and Ms. Mlambo are attached to the summary of their matters.

Ad paragraph 9.4

120. This allegations is denied. Every consultation that were billed for took place. In some instances, the consultation were a telephone consultation. This were not specified on the Bill of Cost.

121. We would only put the description of as consultation with client, we would not indicate if the consultation were in person or a telephone consultation.

Ad paragraph 10

122. More information is needed, as explained in the documents named, relationship with Mr. Crawford, that we used his services to obtain accident reports and medical records.

123. Sometimes at the police station he had to assist the client in opening an accident report. If the client needed to fill in form, he would assist the client with it.

124. Mr. Crawford submitted requested form at the hospital for the RAF1 and medical records. If the hospital had extra form that had to be completed, he would fill the form in at the hospital and inform us thereof.

125. As per the Summary of the relationship with Mr. Crawford, he as per the annexure of all the matter which he assist us with and provide us with invoices, there were only 55 matters.

Ad paragraph 11.1

126. As per the Summary of the Mr. Modise matter, Mr. Modise contact us, requesting to borrow some money from us. We informed him that we do not borrow money to clients,

but we know of companies that do this and with his permission will provide his details to them.

127. Setsebi Finance contacted Mr. Modise and borrow him R 20 000.00 as per the Annexure "MOD83" attached to his Summary.

128. When we received the capital payment from the RAF, the amount of R 29 271.84 Was paid back to Setsebi, as per their breakdown of the amount due to them, Annexure "MOD88" to the summary.

129. Therefore his allegation are denied.

Ad paragraph 11.2

130. As per the Summary of the Mr. Modise matter he received R 343 879.76 plus R 550.00 which he borrowed from the firm during his matter, we paid Setsebi the amount of R 29 271.84. This is a total of R 373 701.60, which is 75% of the capital amount.

131. Attached to the Summary is the following

- a. What was his claim for, paragraph 60 of the summary
- b. What was the award, paragraph 69 of the summary
- c. Copy of the court order, paragraph 73, Annexure "MOD80" of the summary

Ad Paragraph 12.1

132. The file of Mr. Jimmy Otto is in the possession of the Sheriff of Kempton Park, as per the Anton Pillar order. I have contact the Sheriff, Mrs. Thoke, to obtain copies of the file, who inform me we can only get copies with the permission of Mr, May.
133. We have further more requested the court file from the court, since this file is archive, this is a long process of requesting the file and wait to get the file.
134. I cannot provide a full set of documents for the reason stated above, but once copies of the file at the sheriff or the court file have been obtain, will provide you with the full set of documents as requested.

Ad paragraph 12.2

135. I never promised any clients any amount of money. I explained to the client that I do not know what their claim is worth, and only once we have all the medical legal report and if needed the joint report between the experts, will I be able to give them an indication of what a fair settlement would be.
136. The same was done in Mr. Otto matter. As stated above, we are not in possession of Mr. Otto file, but can see from the legal suit system that he received more the R 2.2 million.
137. Once copies of his file is obtain, I can provide more detail on the question.

Ad paragraph 13.1

138. As explain above, the Sheriff of Kempton Park is in possession of the files of Ms. Dhlamini, Mrs. Mokonea and Mr. Xakama. The Sheriff informed us that we cannot make copies of the files without the consent of Mr. May.
139. Once we have obtained copies of the files, the court order can be provided.
140. Attached to the Summary of Mrs. Mogale, Annexure "MOG83" is the Court order.
141. Attached to the Summary of Mrs. Mlambi, Annexure _____ is the Court order.

Ad paragraph 13.2

142. Once all the documents were completed in the first consultation, the client is asked if they want copies of any document, and or if we can email the documents to them.
143. If the client requests copies of any documents, we provide it to them, and the same if they request us to email the documents to them.
144. The client that does not want any copies or does not have an email, are inform that when every they need copies of any of their documents, they must please contact us and inform us of same.

Ad paragraph 13.3

145. This broad allegation is denied. We communicate with the clients all the way through the process and claim. When we are at court, or the matter settle, I explain to the client and show the client on the expert reports what amount we claimed for him or her and why we claim the said amount.

146. The client is explain the offer which is received and the opinion and risk to accepting, counter or rejecting the offer is explain to the client.
147. I always asked the client to provide me with instruction on what they want to do, before we make any offer of settlement an order of court.
148. The client is providee, at court with a breakdown of the amount of money they will receive after we deducted our fee from the capital amount.

53

Sakkie Bosman

From: Jakkie Supra <jakkiesupra8@gmail.com>
Sent: Wednesday, 22 September 2021 8:25 AM
To: Sakkie Bosman
Subject: Dhlamini saak.

Goeie dag Sakkie, hoop dit gaan goed.

Ek het my antwoord klaar voor berei vir die LPC.

Kan julle asb die volgende dokumente vir my aanstuur as julle in besit daarvan is:

Die volledige bundel van die Dhlamini appel aansoek. Ek het ongelukkig nie al die dokumente nie.

Afskrif van die leers van Modise en Mogale, dit behoort nog in die kantoor te wees.

Dan sodra julle in besit van die leers van Dhlamini, Makoena, Xakama, Otto, Malambo kom afskrifte daarvan.

Ek sal my antwoord vir die LPC vir julle ook deur stuur. Kan julle asb julle antwoord vir my stuur.

Baie dankie

Jakkie Supra

11/10/15

FILENOTE

Matter: PRE145/0001 - Michael Willem Pretorius // RAF - 67/1805296/04/0

Date: 2015/10/15

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 21 429.59

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur _____

Oorplasing

POLMED

ABSA Bank

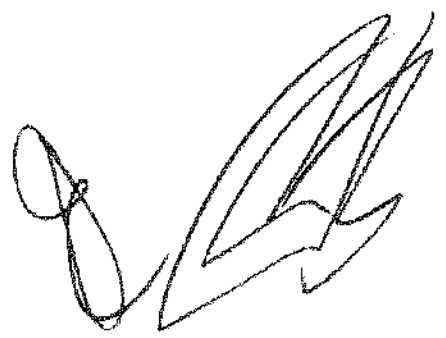
Account no: 1600032379

Branch: 632005

Bedrag R 21 429.59

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur _____



IB 12

FILENOTE

Matter: VAN833/0001 - Magrieta Francina Van Den Berg (now Engelbrecht)
// RAF (25/1300342/10/0) TR: 18-06-2019

Date: 2016/01/11

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 10 812.27

Ref: 5286 2501 7136 2028 Van Den Berg

goedgekeur_____

Oorplasing

POLMED

ABSA Bank

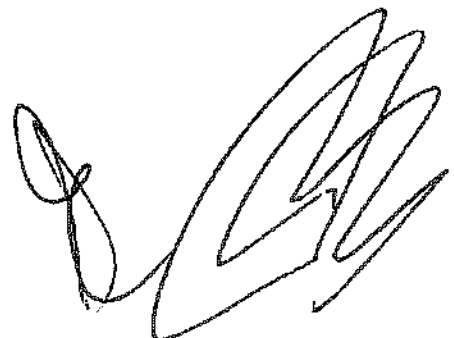
Account no: 1600032379

Branch: 632005

Bedrag R 10 812.27

Ref: 5286 2501 7136 2028 Van Den Berg

goedgekeur_____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly 'Jakkie Supra'.

"TB 13"

FILENOTE

Matter: PRE82/0001 - Pretorius: Hendrik Adriaan // Third Party Claim
40/700585/31/4

Date: 2016/01/25

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 37 380.84

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur_____

Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 37 380.84

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur_____

Two handwritten signatures in black ink, one smaller and one larger, located at the bottom right of the page.

184

FILENOTE

Matter: BOD26/0001 - Charles Peter Bodenstein / Henley Air (Pty) Ltd & Mr J Krafft

Date: 2016/09/06

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 81 380.84

Ref: 5286 2501 7136 2028 Bodenstein

goedgekeur _____

Oorplasing

POLMED

ABSA Bank

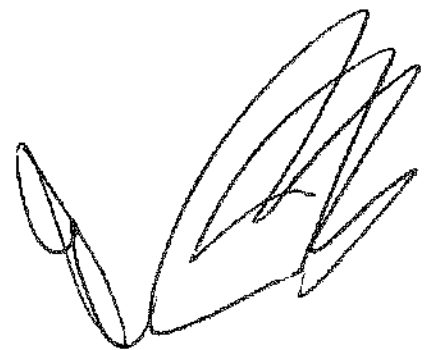
Account no: 1600032379

Branch: 632005

Bedrag R 81 380.84

Ref: 5286 2501 7136 2028 Bodenstein

goedgekeur _____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly 'J. Krafft' or similar, though it is difficult to decipher due to its style.

IB 15

FILENOTE

Matter: BAR134/0001 - Deon Barnard obo Jean-Heinrich Barnard // Road Accident Fund (509/12115182/201/0)

Date: 2016/10/06

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 107 531.00

Ref: 5286 2501 7136 2028 Barnard

goedgekeur_____

Oorplasing

POLMED

ABSA Bank

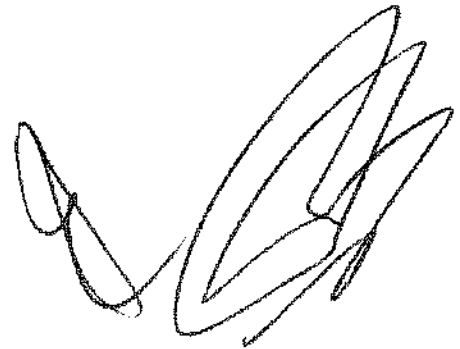
Account no: 1600032379

Branch: 632005

Bedrag R 107 531.00

Ref: 5286 2501 7136 2028 Barnard

goedgekeur_____



"IB 16"

6870

FILENOTE

Matter: WAR6/0003 - HD Warden // Third Party Claim - 502/12070155/09/0

Date: 2017 01-23

Made By: Jakkie Supra

(k)

Stage:

Note: Oorplasing

POLMED


ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 34 000.00

Ref: 5286 2501 7136 2028 Warden

goedkeurer 

Oorplasing

POLMED

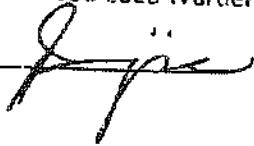
ABSA Bank

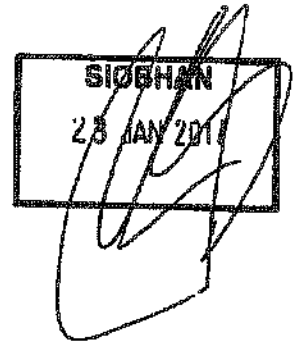
Account no: 1600032379

Branch: 632005

Bedrag R 34 000.00

Ref: 5286 2501 7136 2028 Warden

goedkeurer 



No attachment
invoice



6870 "LB 17"

FILENOTE

Matter: WAS9/0001 - JG Wassermann // Road Accident Fund (502/12222362/306/0)

Date: 2017-11-03

Made By: Jakkie Supra

Stage:

(K)

Note: Oorplasing aan : Polmed ✓

ABSA Bank

Account number: 1600032379 ✓

Branch Code: 632005

Ref: 528625017136 2010 Wasserman

Amount R 49 512.00 ✓

Goedgekeur 

Oorplasing aan : Polmed

ABSA Bank

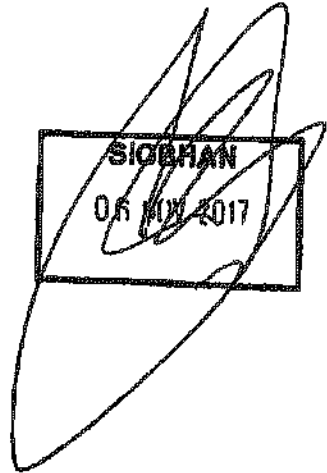
Account number: 1600032379

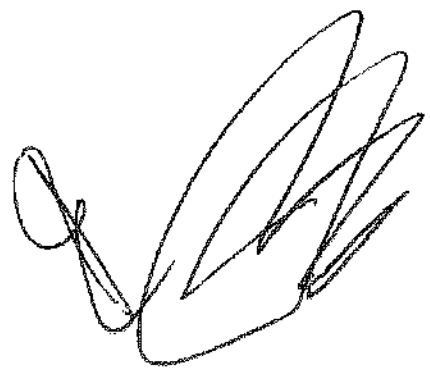
Branch Code: 632005

Ref: 528625017136 2010 Wasserman

Amount R 49 512.00

Goedgekeur 


SIOBHAN
06 NOV 2017



13 18



Our Investment Our Health Our Future

Our ref: 5B/000103964/10
JOHAN GEORGE WASSERMANN
125, 9th Street
Johannesburg
1501

Date: 11 May 2015
Reference: 810868672662/055/E7727
Member Number:000128665
Dependant:01

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 25 April 2015

Kindly take note that the amount of R 49 512.00 represents the final amount expended on behalf of Mr. Wassermann

We further confirm our account particulars are as follows:

POLMED

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2020 Wasserman

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Nedbank Plaza, c/o Stanza Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Page 1 of 1

"IB A"

6570

FILENOTE

Matter: VAN1423/0001 - Chellane van der Schyff // Road Accident Fund
(502/12279355/303/0)

Date: 2017-12-11

Made By: Jakkie Supra

(A)

Stage:

Note: Oorplasing aan Polmed

ABSA Bank

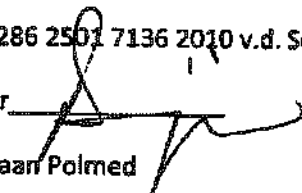
Account number 1600032379

Branch code: 632005

Amount R 76 648.40

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur



Oorplasing aan Polmed

ABSA Bank

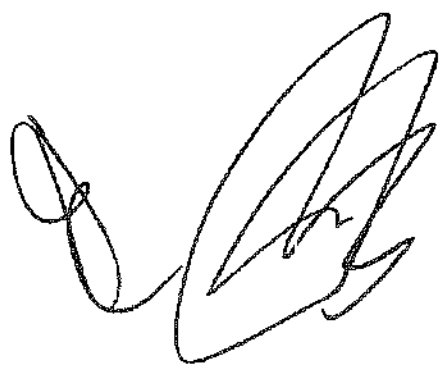

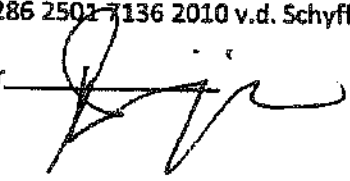
Account number 1600032379

Branch code: 632005

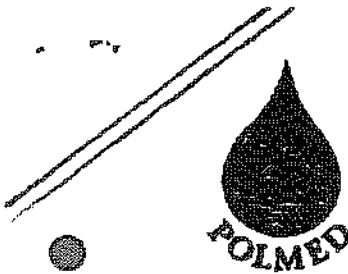
Amount R 76 648.40

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur



18 20



Our Investment Our Health Our Future

Our ref: 58/000103964/10

Cheliane Van Der Schyff
13 Antoinette Crescent
Boksburg
1545

Date: 11 May 2015

Reference: 8903010047089/ESS/2015
Member Number:0001548665
Dependant:01

To Schumann Van Den Heever & Slabbert

Summary Information of Healthcare expenditure

We thank you for your letter dated 25 April 2014

Kindly take note that the amount of R 76 648.40 represents the final amount expended on behalf of Miss Van der Schyff

We further confirm our account particulars are as follows:

POLMED

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 v.d. Schyff

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Neubank Plaza, c/o Stanza Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Handwritten signature and the text "Page 1 of 1" next to it.

"IB 21"

FILENOTE

Matter: ROB80/0001 - Gerhardus Barnard Roberts // RAF (502/12290005/201/0) -
DOA: 19/07/2013

Date: 2018-01-19

Made By: Jakkie Supra

Stage:

Note: Oorplasing aan Polmed

ABSA Bank

Account number 1600032379

Branch code: 632005

Ref: 5286 2501 7136 2010 Roberts

Amount: R 368 395.50

Goedgekeur 

Oorplasing aan Polmed

ABSA Bank

Account number 1600032379

Branch code: 632005

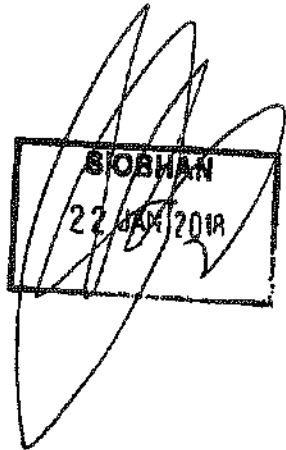
Ref: 5286 2501 7136 2010 Roberts

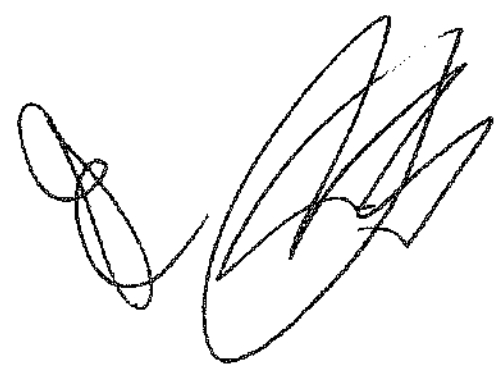
Amount: R 368 395.50

Goedgekeur 

6870

(T)


SIOBHAN
22 JAN 2018



* I/B 22



Our Investment Our Health Our Future

Our ref: 5B/000103964/10

Gerhardus Barnard Roberts
2 Denora
Kampton Park
1620

Date: 11 May 2015

Reference: 8905010037027/E25/2013

Member Number:0001548665

Dependant:01

To Schumann Van Den Heever & Slabbert

Summary Information of Healthcare expenditure

We thank you for your letter dated 25 April 2015

Kindly take note that the amount of R 368 395.50 represents the final amount expended on behalf of Mr. G.B. Roberts

We further confirm our account particulars are as follows:

POLMED

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Roberts

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Nedbank Plaza, c/o Stanzas Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 108 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Page 1 of 1

"IB 23"

FILENOTE

Matter: VAN1423/0001 - Chellane van der Schyff // Road Accident Fund
(502/12279355/303/0)

Date: 2018-07-02

Made By: Jakkie Supra

(t)

Stage:

Oorplasing aan Polmed

ABSA Bank

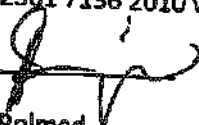
Account number 1600032379

Branch code: 632005

Amount R 383 152.53

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur



Oorplasing aan Polmed

ABSA Bank

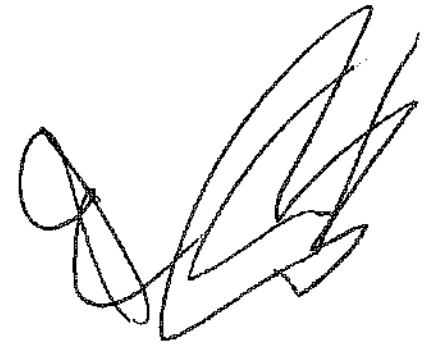
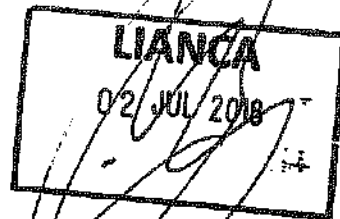
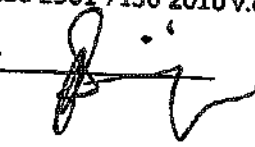
Account number 1600032379

Branch code: 632005

Amount R 383 152.53

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur



Note:

"IB 24"



Our commitment Our health Our future

Our ref: SB/000103964/10

Dr. J. van Der Schyff
13 Antoinette Crescent
Scholarburg
1546

Date 11 May 2015

Account Number 1600032379
Branch Code 632005
Branch Name

To Schumann Van Den Heever & Slabbert

Summary Information of Healthcare expenditure

We thank you for your letter dated 24 April 2015

Kindly take note that the amount of R 383 152.53 represents the final amount expended on behalf of Miss. Van Der Schyff

We further confirm our account particulars are as follows:

PolMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 v.d. Schyff

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Nedbank Plaza 113 Stanzas Bldg and Steve Biko Street, Arcadia, Pretoria 0003
Private Bag 416 Arcadia, Pretoria 0001

ENQUIRIES: Tel 0860 155 633 or 0860 POLMED Fax 0860 155 634 E-mail: enquiries@polmed.co.za Website: www.polmed.co.za

Handwritten signature and the text "Page 1 of 1" overlaid on it.

"IB 25"



FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0)

Date: 2018-08-01

Made By: Jakkie Supra

Stage:

Payment to:

Polmed ✓

ABSA Bank

account No: 1600032379

Branch Code: 632005

Ref: 5286 2501 7136 2010 Mokoena

amount R 238 588.75

Approved: 

Payment to:

Polmed

ABSA Bank

account No: 1600032379

Branch Code: 632005

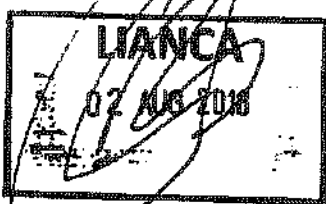
Ref: 5286 2501 7136 2010 Mokoena

amount R 238 588.75

Approved: 

Note:

(7)



"28 26"



Our Investment Our Health Our Future

Our ref: 58/000103964/10

Podile Anastacia Mokoena
20 Lyster Avenue
Parys
9585

Date: 15 February 2018

Reference: 8905010037027/M5/2017
Member Number: 0001584128
Dependant: 03

To Schumann Van Den Heever & Slabbert
Summary information of Healthcare expenditure

We thank you for your letter dated 15 February 2018

Kindly take note that the amount of R 238 588.75 represents the final amount expended on behalf of Miss. Mokoena

We further confirm our account particulars are as follows:

- POLMED**
- ABSA BANK**
- Account number: 1600032379**
- Branch code: 632005**
- Please us ref as : 5286 2501 7136 2010 Mokoena**

We thank you in this regard.

Yours sincerely

CLIENT SERVICE DEPARTMENT

Nedbank Plaza, c/o Stanza Boppe and Steve Biko Streets, Arcadia, Pretoria 0081
Private Bag X16, Arcadia, Pretoria 0001

ENQUIRIES: Tel 0840 745 633 or 0860 POLMED; Fax 0860 104 114; E-mail polmed@mg.co.za; Website www.polmed.co.za

18 27

FILENOTE

Matter: POS20/0001 - Zaan Posthumus // Road Accident Fund
(502/12352036/303/0)

Date: 2018-08-31

Made By: Jakkie Supra

Stage:

Payment to:

Polmed ✓

ABSA Bank

account No: 1600032379 ✓

Branch Code: 632005

Ref: 5286 2501 7136 2010 Posthumus

amount R 269 209.28

Approved: 

Payment to:

Polmed

ABSA Bank

account No: 1600032379

Branch Code: 632005

Ref: 5286 2501 7136 2010 Posthumus

amount R 269 209.28

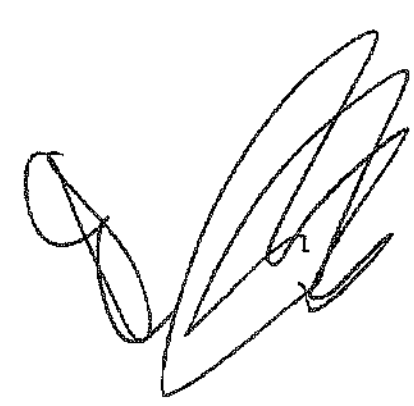
Approved: 

Note:

(6)

6870

ANC
31 AUG 2018



IB 28



Our Investment Our Health Our Future

Our ref: 5B/000103964/10

Date: 27 February 2018

Zaan Posthumus
16 Kittyhawk Street
Kempton Park
1620

Reference: 8905010037031/MS/2017
Member Number: 0001584115
Dependant: 02

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 12 February 2018

Kindly take note that the amount of R 269 209.28 represents the final amount expended on behalf of Miss Posthumus

We further confirm our account particulars are as follows

PolMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Posthumus

We thank you in this regard.

Yours sincerely

CLIENT SERVICE DEPARTMENT

Headbank Plaza c/o Stanzel Esopape and Steve Biko Streets Arcadia, Pretoria 0083
Private Bag X16 Arcadia, Pretoria 0001

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail: enquiries@polmed.co.za Website: www.polmed.co.za

Page 1 of 1

"IX 29"

FILENOTE

Matter: DHL20/0001 - Thandi Caroline Dhlamini // Third Party Claim (claim number 509/12377304/35/1)

Date: 2018-10-22

Made By: Jakkie Supra

Stage:

(X) 6870

PAYMENT REQUEST

To: Polmed ✓

Bank: ABSA BANK


Acc No: 1600032379 ✓

Code: 632005

Ref: 5286250171362010 Dhlamini

Amount: R106 000.00

Approved 



ANGELA
23 OCT 2018

Note:

PAYMENT REQUEST

To: Polmed

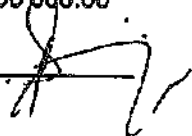
Bank: ABSA BANK

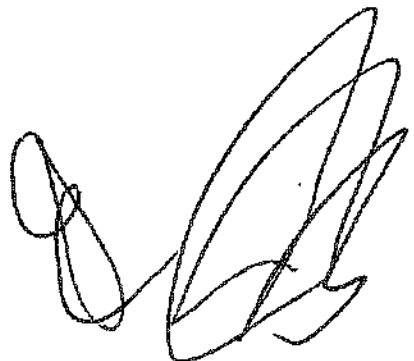
Acc No: 1600032379

Code: 632005

Ref: 5286250171362010 Dhlamini

Amount: R106 000.00

Approved 



15 20



Our Investment Our Health Our Future

Date: 25 March 2018

Thandi Caroline Dhlamini
4042 Vuka Section
Parys
1305

Reference: 5903080741085/MS/2014
Member Number:0001684225
Dependant:01

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 20 March 2018

Kindly take note that the amount of R 106 000.00 represents the final amount expended on behalf of Miss. Dhlamini

We further confirm our account particulars are as follows.

PoIMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Dhlamini

We thank you in this regard

Yours sincerely

CLIENT SERVICE DEPARTMENT

NeoBank Plaza 215 Strand Seaside and Parys
Private Bag 114 Antares Parys 1305

ENQUIRIES: Tel 0962 755 533 or 18 000 1270 Fax 0962 755 534 E-mail: info@polmed.co.za Website: www.polmed.co.za

713 31

FILENOTE

Matter: MLA21/0001 - Sanah Nomuselo Mlambo // Third Party Claim (claim 509/12401050/19/0)

Date: 2018-11-05

Made By: Jakkie Supra

Stage:

PAYMENT REQUEST

To: Polmed ✓

Bank: ABSA BANK

Acc No: 1600032379 ✓


Code: 632005

Ref: 5286250171362010 Mlambo

Amount: R 134 981.90

(t) 6870

ANGELA
06 NOV 2018



Note:

PAYMENT REQUEST

To: Polmed

Bank: ABSA BANK

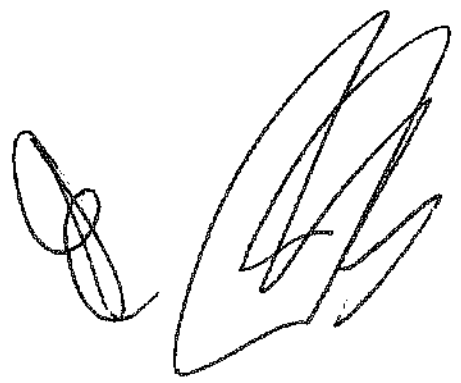
Acc No: 1600032379 -

Code: 632005

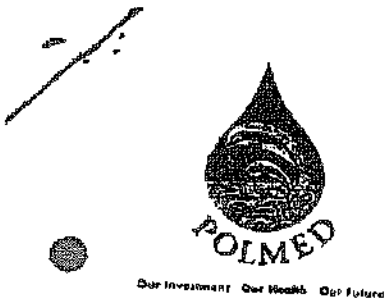
Ref: 5286250171362010 Mlambo

Amount: R 134 981.90

Approved 



* Ib 32 *



Sarah Nombuiselo Mlambo
93A Delwer Street
Potchefstroom
2531

Date: 25 April 2018

Reference: 5906780741085/MS/2014
Member Number: 0001685525
Dependant: 01

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 20 March 2018

Kindly take note that the amount of R 134 981.90 represents the final amount expended on behalf of Miss. Mlambo

We further confirm our account particulars are as follows

POLMED

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Mlambo

We thank you in this regard

Yours sincerely,

CLIENT SERVICE DEPARTMENT

Headquarter: Park Road, Brno, Johannesburg, South Africa
Private Bag 201, Amandla, Pretoria, 001

ENQUIRIES: Tel: 0800 245 610 or 011 431 1111 Fax: 011 431 1111 E-mail: enquiries@polmed.co.za Website: www.polmed.co.za

"IB 33"

FILENOTE

Matter: MAH59/0001 - Shimane Stephen Mahlanyana // Road Accident Fund (Claim number 53/1318940/01/0)

Date: 2019-02-12

Made By: Jakkie Supra

Stage:

(t)

6870

PAYMENT REQUEST

To: Polmed

Bank: ABSA BANK

Acc No: 1600032379

Code: 632005

Ref: 5286250171362010 Mahlanyana

Amount: R45 855.82

Approved 

Note:

PAYMENT REQUEST

To: Polmed

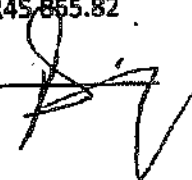
Bank: ABSA BANK

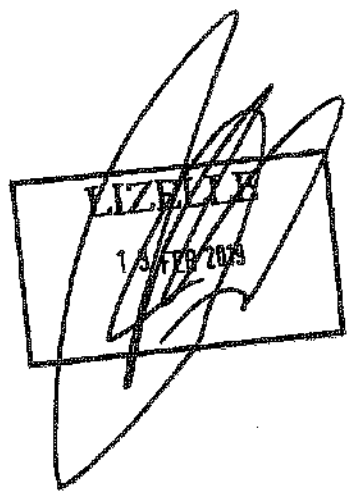
Acc No: 1600032379

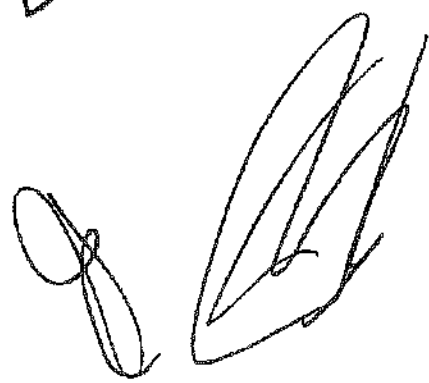
Code: 632005

Ref: 5286250171362010 Mahlanyana

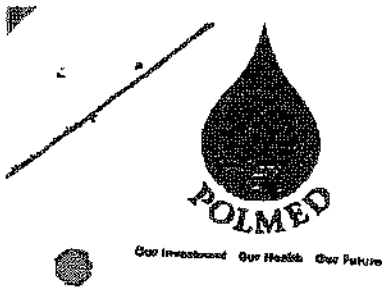
Amount: R45 855.82

Approved 





"IB 34"



Shimane Stephen Mahlanyana
 3976 Umhohlo Street
 Birch Acres
 1618

Date: 25 November 2018
 Reference: 5906795742585/MS/2014
 Member Number: 0001656525
 Dependant: 01

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 20 November 2018

Kindly take note that the amount of R 45 855.82 represents the final amount expended on behalf of Mr. Mahlanyana

We further confirm our account particulars are as follows:

POLMED

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Mahlanyana

We thank you in this regard.

Yours sincerely

CLIENT SERVICE DEPARTMENT

Nedbank Plaza, c/o Stanza Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
 Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Page 1 of 1

12:24

91%

< +27839300606...



Add to contacts

Block number

Monday, 20 September 2021



**Message from
SAPS. SERG.
NS MUDAU will
investigate your
case KEMPTON
PARK ref nr CAS
375/9/2021.
Unit contact
details:
011-3938600.
Do NOT reply to
this SMS.**

09:55



S7A

FILENOTE

Matter: DHL20/0001 - Thandi Caroline Dhlamini // Third Party Claim (claim number 509/12377304/35/1)

Date: 2018-10-22

Made By: Jakkie Supra

Stage:

PAYMENT REQUEST

To: Adv. Darby ✓

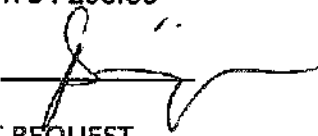
Bank: FNB

Acc No: 622 4656 2492 ✓

Code: 250 017

Ref: DHLAMINI

Amount: R 34 200.00

Approved 

(E)

14420

ANGELA
23 OCT 2018

Note:

PAYMENT REQUEST

To: Adv. Darby

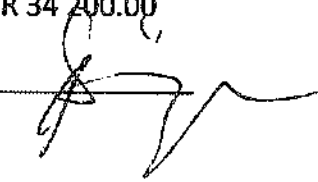
Bank: FNB

Acc No: 622 4656 2492

Code: 250 017

Ref: DHLAMINI

Amount: R 34 200.00

Approved 

ADV FAYE DARBY

Tel: (011) 263 – 8900
 Fax: (011) 263 – 8956

Private Bag X10444
 SANDOWN, 2146

The Bridge Group
 4TH Floor
 The Chambers
 3 Protea Place

Docex 142
 RANDBURG

INVOICE

21 May 2018

SCHUMMAN VAN DER HEEVER & SLABBERT INC
 32 Kempton Park Road
 Kempton Park

REF:DHL20/0001/JS

RE: THANDI DLAMINI v ROAD ACCIDENT FUND

DATE	SERVICES RENDERED	AMOUNT
07.05.2018	Perusal and Considering of Documents for Trial of 425 pages – 1 Day	R 18 000.00
10.05.2018 11.05.2018	Preparation for Trail (Merits and Quantum) – 1 ½ Days	R27 000.00
11.05.2018	Consultation with Client, Attorney and Witnesses – 3 Hours	R 5400.00
14.05.2018	Court Attendance on Trial (Merits and Quantum)- South Gauteng High Court – 1 Days	R 18 000.00

TOTAL: R 68 400.00**Banking Details****Bank:** First National Bank**Branch:** Bryanston**Account Holder:** Faye Darby**Account:** 622 4656 2492**Branch Code:** 250 017**Type Account:** Cheque Account

57B

FILENOTE

Matter: DHL20/0001 - Thandi Caroline Dhlamini // Third Party Claim (claim number 509/12377304/35/1)

Date: 2019-01-29

Made By: Jakkie Supra

Stage:

PAYMENT REQUEST

(t)

To: Adv. Darby

Bank: FNB

Acc No: 622 4656 2492

Code: 250 017

Ref: DHLAMINI ✓

Amount: R 34 200.00

Approved _____

144-20

LIZELLE
8 JAN 2019

86587

Note:

PAYMENT REQUEST

To: Adv. Darby

Bank: FNB

Acc No: 622 4656 2492

Code: 250 017

Ref: DHLAMINI

Amount: R 34 200.00

Approved _____

ADV FAYE DARBY

Tel: (011) 263 – 8900
 Fax: (011) 263 – 8956

Private Bag X10444
 SANDOWN, 2146

The Bridge Group
 4TH Floor
 The Chambers
 3 Protea Place

Docex 142
 RANDBURG

INVOICE

21 May 2018

SCHUMMAN VAN DER HEEVER & SLABBERT INC
 32 Kempton Park Road
 Kempton Park

REF:DHL20/0001/JS

RE: THANDI DLAMINI v ROAD ACCIDENT FUND

DATE	SERVICES RENDERED	AMOUNT
07.05.2018	Perusal and Considering of Documents for Trial of 425 pages – 1 Day	R 18 000.00
10.05.2018 11.05.2018	Preparation for Trail (Merits and Quantum) – 1 ½ Days	R27 000.00
11.05.2018	Consultation with Client, Attorney and Witnesses – 3 Hours	R 5400.00
14.05.2018	Court Attendance on Trial (Merits and Quantum)- South Gauteng High Court – 1 Days	R 18 000.00

TOTAL: R 68 400.00**Banking Details****Bank:** First National Bank**Branch:** Bryanston**Account Holder:** Faye Darby**Account:** 622 4656 2492**Branch Code:** 250 017**Type Account:** Cheque Account

S8A

FILENOTE

Matter: MOG41/0001 - Mamolefe Annah Mogale // Road Accident Fund

Date: 2018-03-02

Made By: Jakkie Supra

Stage:

Note: Payment request: Out of Business Savings

Claim Reports ✓

FNB

Account number: 62737614249 ✓

Branch :250 655

Their Ref: SCH/0003/2018

For: Dr. Majeed, Neurosurgeon

Amount: R 20 000.00

Goedgekeur _____

Payment request: Out of Business Savings

Claim Reports

FNB

Account number: 62737614249

Branch :250 655

Their Ref: SCH/0003/2018

For: Dr. Majeed, Neurosurgeon

Amount: R 20 000.00

Goedgekeur _____

14541

BS

SIOBHAN
05 MAR 2018

Claim Reports (PTY) Limited Suite 410, Private X043, Benoni 1500 Tel: 060 830 7730 Email: claimreport@gmail.com	Copy Sale Order	
	Date	02/03/2018
	Page	1
	Document No	SCH/0003/2018
Schumann van Der Heever & Slabbert Inc 32 Kempton Road Kempton park VAT No: 424 014 1459	Deliver to	

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code			
SCH02	MOG41/0001	N					
Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
01	CLIENT: Mogale M.A. Appointment Date: 28/03/2018 at 12h00 Medico-Legal consultation and examination For Neurosurgeon surgeon, Dr. Majeed			R 20 000.00			R 20 000.00

BANKING DETAILS First Nation Bank Account no: 62737614249 Branch: 250 655 Signed: _____ Date _____	Sub Total	R 20 000.00
	Discount @ 0%	
	Total	R 20 000.00

S&B

FILENOTE

Matter: MOG41/0001 - Mamolefe Annah Mogale // Road Accident Fund (DOA: 01/09/2014) (509/12377304/34/2)

Date: 2019-03-29

Made By: Jakkie Supra

Stage:

(b)

PAYMENT REQUEST:

To: Claim report

Bank: FNB

Acc No: 62737614249

Branch: 250 655

ref: sch/003/2018

Amount: R 20 000.00

J SUPRA

14541

Note:

PAYMENT REQUEST:

To: Claim report

Bank: FNB

Acc No: 62737614249

Branch: 250 655

ref: sch/003/2018

Amount: R 20 000.00

J SUPRA

LIZELLE
29 MAR 2019

Claim Reports (PTY) Limited Suite 410, Private X043, Benoni 1500 Tel: 060 830 7730 Email: claimreport@gmail.com	Copy Sale Order	
	Date	02/03/2018
	Page	1
	Document No	SCH/0003/2018
Schumann van Der Heever & Slabbert Inc 32 Kempton Road Kempton park VAT No: 424 014 1459	Deliver to	

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code			
SCH02	MOG41/0001	N					
Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
01	CLIENT: Mogale M.A. Appointment Date: 28/03/2018 at 12h00 Medico-Legal consultation and examination For Neurosurgeon surgeon, Dr. Majeed			R 20 000.00			R 20 000.00

BANKING DETAILS First Nation Bank Account no: 62737614249 Branch: 250 655 Signed: _____ Date _____	Sub Total	R 20 000.00
	Discount @ 0%	
	Total	R 20 000.00

File Note Report

Created By	Date	Client Name	Matter Document Set	Matter Important Date	Internal	Matter File Ref	Matter Current Status	Matter Cost Centre	Description	Employee (Record)
	19/01/2018	Mokona P A (Podile Anastacia)	RAF		No	MOK163/0001	Archived	Derdepartye	<p>Payment request: Out of Business Savings Funda Medical Standard Bank Account number: 023 082 674 Branch :012 342 Their Ref: IN 113093 For: DR.HALES Amount: R 11 400.00 Goedgekeur_____</p> <p>Payment request: Out of Business Savings Funda Medical Standard Bank Account number: 023 082 674 Branch :012 342 Their Ref: IN 113093 For: DR.HALES Amount: R 11 400.00 Goedgekeur_____</p>	Jakkie Supra

S 98

FILENOTE

Matter: MOG41/0001 - Mamolefe Annah Mogale // Road Accident Fund (DOA: 01/09/2014) (509/12377304/34/2)

Date: 2019-03-29

Made By: Jakkie Supra

Stage:

(t)

14 220

PAYMENT REQUEST:

To: Adv. F. Darby

Bank: First National Bank

Acc No: 622 4656 2492

Branch: 250 017

Amount: R 28 800.00

J SUPRA

PAYMENT REQUEST:

To: Adv. F. Darby

Bank: First National Bank

Acc No: 622 4656 2492

Branch: 250 017

Amount: R 28 800.00

J SUPRA

LIZELLE
29 MAR 2019

Note:

ref. MOG41/0001

ref. MOG41/0001

ADV FAYE DARBY

Tel: (011) 263 – 8900
 Fax: (011) 263 – 8956

Private Bag X10444
 SANDOWN, 2146

The Bridge Group
 4TH Floor
 The Chambers
 3 Protea Place

Docex 142
 RANDBURG

INVOICE

31 May 2018

SCHUMMAN VAN DER HEEVER & SLABBERT INC
 32 Kempton Park Road
 Kempton Park

REF:MOG41/0001/JAS

REF: MAMOLEFE ANNAH MOGALE v ROAD ACCIDENT FUND

DATE	SERVICES RENDERED	AMOUNT
24.05.2018	Perusal and Consideration of Documents of 375 Pages - 1 Day	R 18 000.00
25.05.2018	Preparation for Trial on Merits – 1 ½ Days	R 18 000.00
23.05.2018	Consultation with Client and Attorney – 2 Hours	R 3600.00
28.05.2018	Court Attendance on Trial Merits and Quantum – 1 Day	R 18 000.00

TOTAL: R 57 600.00**Banking Details**

Bank: First National Bank
Branch: Bryanston
Account Holder: Faye Darby
Account: 622 4656 2492
Branch Code: 250 017
Type Account: Cheque Account

File Note Report

Created By	Date	Client Name	Matter Document Set	Matter Important Date	Internal	Matter File Ref	Matter Current Status	Matter Cost Centre	Description	Employee (Record)
	19/01/2018	Mokona P A (Podile Anastacia)	RAF		No	MOK163/0001	Archived	Derdepartye	<p>Payment request: Out of Business Savings Funda Medical Standard Bank Account number: 023 082 674 Branch :012 342 Their Ref: IN 113093 For: DR.HALES Amount: R 11 400.00 Goedgekeur_____</p> <p>Payment request: Out of Business Savings Funda Medical Standard Bank Account number: 023 082 674 Branch :012 342 Their Ref: IN 113093 For: DR.HALES Amount: R 11 400.00 Goedgekeur_____</p>	Jakkie Supra

SIOB

File Note Report

Created By	Date	Client Name	Matter Document Set	Matter Important Date	Internal	Matter File Ref	Matter Current Status	Matter Cost Centre	Description	Employee (Record)
	19/01/2018	Mokona P A (Podile Anastacia)	RAF		No	MOK163/0001	Archived	Derdepartye	<p>Payment request: Out of Business Savings Funda Medical Standard Bank Account number: 023 082 674 Branch :012 342 Their Ref: IN 112882 For: DR.Z SHAIK Amount: R 17 100.00 Goedgekeur_____</p> <p>Payment request: Out of Business Savings Funda Medical Standard Bank Account number: 023 082 674 Branch :012 342 Their Ref: IN 112882 For: DR.Z SHAIK Amount: R 17 100.00 Goedgekeur_____</p>	Jakkie Supra

Sbc

9000

FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0)

Date: 2018-03-02

Made By: Jakkie Supra

Stage:

Note: Payment request: Out of Business Savings

Funda Medical

Standard Bank

Account number: 023 082 674 ✓

Branch :012 342

Their Ref: IN 113919 ✓

For:Dr. Oelofse

Amount: R 7 980.00

Goedgekeur _____

Payment request: Out of Business Savings

Funda Medical

Standard Bank

Account number: 023 082 674

Branch :012 342

Their Ref: IN 113919

For:Dr. Oelofse

Amount: R 7 980.00

Goedgekeur _____

BS

SIOBHAN
05 MAR 2018

funda MEDICAL

P.O. BOX 215
 BEDFORDVIEW, 2008
 010 594 9470
 REG NO: 2001/007946/07
 VAT: 4390253369

Tax Invoice

Date 22/11/17

Page 1

Document No IN113919

Schumann Van Den Heever & Stabbert Inc
 No 32 Kempton Road
 Kempton Park
 PO Box 67, Kempton Park, 1620
 Docex 7 Kempton Park
 VAT No: 4240141459

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
SCH01	MOK163/0001	N		Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
------	-------------	----------	------	------------	-------	-----	------------

JM01	Joint Minutes Specialist: DR LF OELOFSE Speciality: ORTHO Name of patient: MOKOENA P	1.00		7,000.00		14.00%	7,000.00
------	--	------	--	----------	--	--------	----------

BANKING DETAILS

Standard Bank
 Account no: 023 082 674
 Branch: 012 342

Signed _____ Date _____

Sub Total	7,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	7,000.00
Tax	980.00
Total	7,980.00

SIOD

4088

FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0

Date: 2018-04-05

Made By: Jakkie Supra

Stage:

Note: Payment request: Out of Business Savings

Funda Medical ✓

Standard Bank

Account number: 023 082 674 ✓

Branch :012 342

Their Ref: IN 113981

For: M. Hales

Amount: R 7 980,00

Goedgekeur 

Payment request: Out of Business Savings

Funda Medical

Standard Bank

Account number: 023 082 674

Branch :012 342

Their Ref: IN 113981

For: M. Hales

Amount: R 7 980,00

Goedgekeur 

SIQBHAN
06 APR 2018

funda MEDICAL

P.O. BOX 215
 BEDFORDVIEW, 2008
 010 594 9470
 REG NO: 2001/007946/07
 VAT: 4390253369

Copy Tax Invoice

Date 28/11/17

Page 1

Document No IN113981

Schumann Van Den Heever & Slabbert Inc
 No 32 Kempton Road
 Kempton Park
 PO Box 67, Kempton Park, 1820
 Docex 7 Kempton Park
 VAT No: 4240141459

Deliver to

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code
SCH01	MOK163/0001	N		Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
------	-------------	----------	------	------------	-------	-----	------------

JM01	Joint Minutes Specialist: MEGAN HALES Speciality: OT Name of patient: MOKOENA PA	1.00		7,000.00		14.00%	7,000.00
------	--	------	--	----------	--	--------	----------

BANKING DETAILS

Standard Bank

Account no: 023 082 674

Branch: 012 342

Signed _____

Date _____

Sub Total	7,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	7,000.00
Tax	980.00
Total	7,980.00

FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0)

Date: 2018-06-04

Made By: Jakkie Supra

9465

Stage:

Payment to:

(k)

Johan Sauer

Bank: Investec Bank

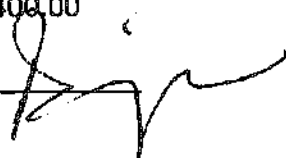
Account number: 100 1028 4425

Branch Code: 580105

Ref: TR625

Amount R 11 400,00

Approved _____



Payment to:

Johan Sauer

Bank: Investec Bank

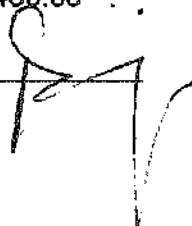
Account number: 100 1028 4425

Branch Code: 580105

Ref: TR625

Amount R 11 400,00

Approved _____



Note:



JOHAN SAUER

ACTUARIES & CONSULTANTS

PO BOX 2486
BROOKLYN SQUARE
0075

E-mail: johansauer@johansauer.com
Fax: 086 686 5808

83 BROOKS STREET
BROOKLYN
PRETORIA
Tel: 072 228 6279

www.johansauer.com

ACCOUNT STATEMENT

VAT Registration number: 4900256852

To: Schumann Van den Heever & Slabbert Inc.
P.O. Box 67
Kempton Park
1620

Tel: (011) 394 9960
Fax: (011) 394 1501

Invoice Number : TR625

E-mail: schumann@schumanns.co.za; christine@schumanns.co.za; johan@schumanns.co.za; cstringer@schumanns.co.za;

Attention: JS/MOK163/0001/LM

Date: 28 September 2017

Description	Date of service	VAT	Amount Incl. VAT
Ms. P.A. Mokoena First Actuarial Certificate - Loss of Income	28 September 2017	R 1 400	R 11 400
TOTAL		R 1 400	R 11 400

Cheque or Cash deposits at ABSA

Bank: ABSA
Branch code: 632005
Account holder: Johan Sauer
Account number: 407 707 8606
Reference: TR625

Internet Payments

Bank: INVESTEC
Branch code: 580105
Account holder: Johan Sauer
Account number: 100 1028 4425
Reference: TR625

Siof

FILENOTE

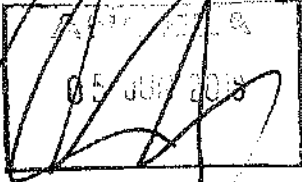
Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0

Date: 2018-06-04

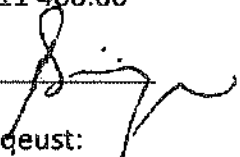
Made By: Jakkie Supra


Stage:

Payment request:
Funda Medical
Standard Bank
Account number: 023 082 674
Branch :012 342
Their Ref: IO103218
For: Dr. Kruger
Amount: R 11 400.00

9022
(K)


Note:

Approved 
Payment request:
Funda Medical
Standard Bank
Account number: 023 082 674
Branch :012 342
Their Ref: IO103218
For: Dr. Kruger
Amount: R 11 400.00

Approved 

FUNDAMEDICAL MANAGEMENT

P.O. BOX 215
 BEDFORDVIEW, 2008
 010 594 9470
 REG NO: 2001/007946/07
 VAT: 4390253369

Schumann van Der Heever & Slabbert Inc
 32 Kempton Road
 Kemptonpark
 VAT No: 424 014 1459

Sales Order

28/11/17

1

IO103218

Account	Your Reference	Tax Exempt	Sales Code	Delivery			
SCH1S	MOK163/0001	N		28/11/17 Exclusive			
Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
MLFUL	Fee Medico Legal Report	1.00		20,000.00		14.00%	20,000.00

Specialist:
 DR HENK KRUGER
 Speciality:
 NEURO
 Name of patient:
 MOKOENA P
 Date of Assessment:
 2017/05/19

STANDARD BANK
 ACCOUNT: 023 082 674
 BRANCH: 012342
 Received in good order
 Signed _____ Date _____

Sub Total	20,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	20,000.00
Tax	2,800.00

FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0)

Date: 2018-06-04

Made By: Jakkie Supra

Stage:

Payment request:

(t)

9022

Funda Medical

Standard Bank

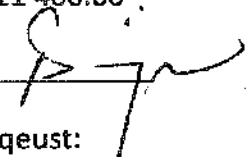
Account number: 023 082 674

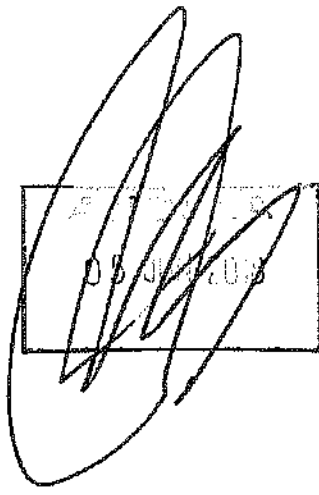
Branch :012 342

Their Ref: IO103217

For: M. Helas M. Hales

Amount: R 11 400.00

Approved 



Note:

Payment request:

Funda Medical

Standard Bank

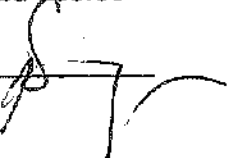
Account number: 023 082 674

Branch :012 342

Their Ref: IO103217

For: M. Helas

Amount: R 11 400.00

Approved 

FUNDAMEDICAL MANAGEMENT

P.O. BOX 216
 BEDFORDVIEW, 2008
 010 594 9470
 REG NO: 2001/007946/07
 VAT: 4390253369

Schumann van Der Heever & Slabbert Inc
 32 Kempton-Road
 Kemptonpark
 VAT No: 424 014 1459

Sales Order

28/11/17

1

IO103217

Account	Your Reference	Tax Exempt	Sales Code	Delivery
SCH1S	MOK163/0001	N		28/11/17
				Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
MLFUL	Fee Medico Legal Report	1.00		20,000.00		14.00%	20,000.00

Specialist:
 DR MEGAN HALES
 Speciality:
 OT
 Name of patient:
 MOKOENA P
 Date of Assessment:
 2017/05/03

STANDARD BANK
 ACCOUNT: 023 082 674
 BRANCH: 012342

Received in good order

Signed _____

Date _____

Sub Total	20,000.00
Discount @ 0.00%	0.00
Amount Excl Tax	20,000.00
Tax	2,800.00

SIOH

FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0)

Date: 2018-06-04

Made By: Jakkie Supra

Stage:

Payment request:

(x)

9022

Funda Medical

Standard Bank

Account number: 023 082 674

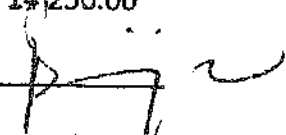
Branch :012 342

Their Ref: IO103216

For: Oelofse and Schutte

Amount: R 14 250.00

Approved



Payment request:

Funda Medical

Standard Bank

Account number: 023 082 674

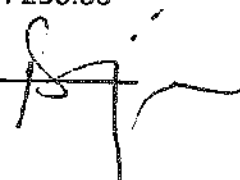
Branch :012 342

Their Ref: IO103216

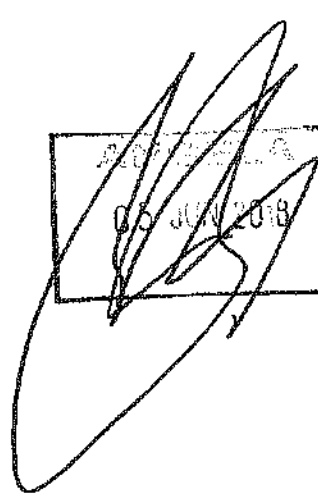
For: Oelofse and Schutte

Amount: R 14 250.00

Approved



RECEIVED
05 JULY 2018



Note:

FUNDAMEDICAL MANAGEMENT

P.O. BOX 215
 BEDFORDVIEW, 2008
 010 594 9470
 REG NO: 2001/007946A07
 VAT: 4390253369

Schumann van Der Heever & Siabbert Inc
 32 Kempton Road
 Kemptonpark
 VAT No: 424 014 1459

Sales Order

28/11/17

1

IO103216

Account	Your Reference	Tax Exempt	Sales Code	Delivery			
SCH1S	MOK163/0001	N		28/11/17	Exclusive		
Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
MLFUL	Fee Medico Legal Report	1.00		20,000.00		14.00%	20,000.00
	Specialist: DR LOUIS OELOFSE Speciality: ORHTO Name of patient: MOKOENA P Date of Assessment: 2016/06/17						
RAF4	RAF4 report Assessment: DR JJ SCHUTTE	1.00		5,000.00		14.00%	5,000.00

STANDARD BANK
 ACCOUNT: 023 082 674
 BRANCH: 012342
 Received in good order
 Signed _____

Date _____

Sub Total 25,000.00
 Discount @ 0.00% 0.00
 Amount Excl Tax 25,000.00
 Tax 3,500.00

SIO I

FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0

Date: 2018-06-05

Made By: Jakkie Supra

Stage:

14541

Payment request

(6)

Claim Reports

FNB

Account number: 62737614249

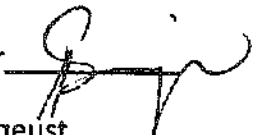
Branch :250 655

Their Ref: SCH/0009/2017

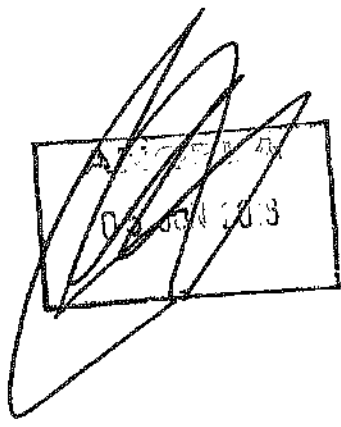
For: Neurosurgeon

Amount: R 20 000.00

Goedgekeur



Payment request



Note:

Claim Reports

FNB

Account number: 62737614249

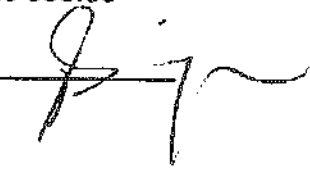
Branch :250 655

Their Ref: SCH/0009/2017

For: Neurosurgeon

Amount: R 20 000.00

Goedgekeur



Claim Reports (PTY) Limited Suite 410, Private X043, Benoni 1500 Tel: 060 830 7730 Email: claimreport@gmail.com	Copy Sale Order	
	Date	22/05/2018
	Page	1
	Document No	SCH/0009/2018
Schumann van Der Heever & Siabbert Inc 32 Kempton Road Kempton park VAT No: 424 014 1459	Deliver to	

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code			
SCH02	MOK163/0001	N					
Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
01	CLIENT: Mokoena P.A. Appointment Date: 29/04/2018 at 09h00 Medico-Legal consultation and examination For Clinical Neuro Psychologist, Dr. Fabbro			R 20 000.00			R 20 000.00

BANKING DETAILS First Nation Bank Account no: 62737614249 Branch: 250 655 Signed: _____ Date: _____	Sub Total	R 20 000.00
	Discount @ 0%	
	Total	R 20 000.00

Sio J

FILENOTE

Matter: MOK163/0001 - Podlie Anastacia Mokoena // Third Party Claim
(502/12377304/03/0)

Date: 2018-07-04

Made By: Jakkie Supra

Stage:

Oorplasing aan Adv F. Darby
First National Bank Cheque Account
Bryanston Branch
Account number: 622 4656 2492
Branch Code: 250 017
Ref: Mokoena

Amount R 61 200.00

Goedgekeur _____

Note:

Oorplasing aan Adv F. Darby
First National Bank Cheque Account
Bryanston Branch
Account number: 622 4656 2492
Branch Code: 250 017
Ref: Mokoena

Amount R 61 200.00

Goedgekeur _____

(t)

14420

A large, stylized handwritten signature is written over a rectangular stamp area. The signature is very fluid and overlaps the stamp's border. There are also some scribbles around the signature.

Account: 622 4656 2492
Branch Code: 250 017
Type Account: Cheque Account



2de Vloer
Kings Highway 476
Lynnwood, Pretoria 0081
Posbus 74960 Lynnwoodrif 0040
Telefoon (012) 361 1172/3, 348 8184
Faks (012) 348 9162
E-Pos: admin1@fouriebotha.co.za

2nd Floor
476 Kings Highway
Lynnwood, Pretoria 0081
PO Box 74960 Lynnwood Ridge 0040
Telephone (012) 361 1172/3, 348 8184
Fax (012) 348 9162
E-Mail: admin1@fouriebotha.co.za

F B **S 11**
Fourie + Botha

Geregistreerde Ouditeure
Registered Auditors
Geoktroleerde Rekenmeesters(SA)
Chartered Accountants (SA)

18 June 2020

To whom it may concern

Our ref: M Fourie / jenny

Dear Sir / Madam

SCHUMANN VAN DEN HEEVER & SLABBERT INC.

We act as auditors of the mentioned company and was appointed as such from 23 March 2011.

We do hereby confirm:

1. That the company's financial statements is audited by us on an annual basis as required by the Companies Act 71 of 2008.
2. The company's Trust account is audit by us on an annual basis as required by the specific Law Society.
3. Audited annual financial statements is issued on an annual basis by the Company in the same manner as all other companies in South Africa.
4. All the bank accounts including all savings and investments accounts are included in the company's financial statements and forms part of our normal audit.

Please feel free to contact us should you need any further information.

Yours faithfully

FOURIE + BOTHA

Per: 

5934/20
/**Mpho Molokoane**

From: Sakkie Bosman <sakkie@schumanns.co.za>
Sent: 23 September 2021 11:24 AM
To: Mpho Molokoane
Subject: FW: Complaint by Ms V D Luthuli ; Matter 5934/2020 MM
Attachments: Scan.pdf; Legal Practice Council Gauteng Office September 20, 2021 4121627.PDF

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I refer to my mail of 20/09/2021.

I have not received an acknowledgement of receipt as yet and would like to hear from you.

Sakkie Bosman
Direkteur / Director
Schumann Van Den Heever & Slabbert Incorporated
Tel : 011 394 9960, Fax : 011 394 1501, Mobile 083 461 2143
sakkie@schumanns.co.za

From: Sakkie Bosman <sakkie@schumanns.co.za>
Sent: Monday, 20 September 2021 12:46 PM
To: 'mphomo@lpc.org.za' <mphomo@lpc.org.za>
Subject: Complaint by Ms V D Luthuli ; Matter 5934/2020 MM

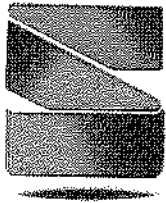
Scan Signed affidavit with annexures.
Letter to Legal Practice Council (Gauteng Office)

Good afternoon.

Attached hereto please find a letter requesting an extension of time to finalise our reply.

Attached also find the particulars of a fraud case where a case of fraud against Mr Supra is being investigated after we laid a complaint at the SAPS.

Sakkie Bosman
Direkteur / Director
Schumann Van Den Heever & Slabbert Incorporated
Tel : 011 394 9960, Fax : 011 394 1501, Mobile 083 461 2143
sakkie@schumanns.co.za



**SCHUMANN
VAN DEN HEEVER &
SLABBERT ING/INC.**
PROKUREURS • ATTORNEYS

Kemptonweg 32 Kempton Road 1619
Posbus/P O Box 67 & 168 Kempton Park, 1620
Docex 7, Kempton Park
Tel: (011) 394 - 9960/7
Fax: (011) 394 - 1501
Emergency / Nood Tel: 083 461 2143

Ons Verw / Our Ref: B0100/0096/SB
U Verw / Your Ref: File 5934/2020.
Datum / Date: 20 September 2021

Legal Practice Council (Gauteng Office)

For attention Mpho Molokoane

By e-mail : mphomo@lpc.org.za

Reply to Report , and Charge of Fraud

Dear Madam,

I refer to the above matter and your e-mail sent to me us on 02 September 2021. In your e-mail you indicated that we should furnish you with our reply by no later than today.

In my reply to your mail, I have indicated that Mr Supra is no longer part of our firm. Please take note that this letter and a reply on the report that will be provided, are made on behalf of the remaining directors, Mr JJ Slabbert. Me A. Kleinen and myself.

I have also forwarded the report of Mr Reddy to Mr Jakkie Supra at jakkiesupra8@gmail.com. He acknowledged receipt thereof.

After perusing the report by Mr Reddy, we investigated the payments that were made to Polmed, as it was referred to. We discovered fraud that were committed over a 5-and-a-half-year period. The investigation resulted in a Criminal charge being laid at the Kempton Park SAPS. The reference is Kempton Park CAS 375/9/2021, and it is being investigated by Sergeant NS Mudau.

A copy of writer's affidavit and annexures thereto are attached to this letter. We request that the necessary steps be taken as soon as possible.

This investigation took considerable time. We therefore request an extension of time to finalise our comments to the balance of the report. A draft has already been prepared, but we need more time in order to finalise same. We would like to reply thereto as fully as possible, and an indulgence in this regard will be appreciated.

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501

Dirakture / Directors

J J Slabbert (B Iuris)
I Bosman (B Iuris, LLB)
A Kleinen (BLC, LLB)
I G Motolweni (Magagula) (LLB)

Bygestaan deur:

I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

Emergency/Nood Tel: 083 461 2143

Kantoorure / Office Hours:

Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

CELEBRATING OUR 75TH ANNIVERSARY
PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2
Kantoorbestuurder / Office Manager: A B Viljoen (B Comm)

Please acknowledge receipt of this letter and annexures and revert to us.

Regards,



I Bosman
SCHUMANN VAN DEN HEEVER & SLABBERT ING.

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 083-461-2143

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2

Direkteure/ Directors
J J Slabbert (B Juris)
I Bosman (B Juris, LLB)
A Kleinen (BLC, LLB)
I G Motolweni (Magagula) (LLB)
Bygestaan deur:
I Louw (LLB)
A J N Ndwayamato (LLB)
L Van Vuuren (LLB)

VAT/BTW NO: 424-014-1459

In the matter of
Jakkie Supra
I D number
840516 5145 080

AFFIDAVIT

I, the undersigned, Izak Bosman Identity Number 581011 5030 08 9 do hereby make oath and say that:

1. I am a Practising Attorney, and a Director of Schumann Van Den Heever and Slabbert Inc., a firm of Attorneys practising at 32 Kempton Road, Kempton Park (hereinafter referred to as "the firm").
2. The facts contained in this affidavit falls within my personal knowledge, unless otherwise indicated, and are both true and correct.
3. As a result of a complaint that was lodged with the Legal Practice Council (LPC), the internal auditor of the LPC, Mr A Reddy, (auditor - Risk and Compliance) provided a report to the LPC about irregularities that he found to exist in the Personal Injury Department of the firm, a report was forwarded to us on 2 September 2021, with a request that we should provide them with our reply before 20 September 2021.
4. The Personal Injury Department, including all RAF matters (claims against the Road Accident Fund) was under the supervision and control of Mr Jakkie Supra.

He is currently practicing for his own account. As far as we could determine, he is presently residing in the Western Cape. His address is unknown, but he makes use of jakkiesupra8@gmail.com, and his telephone number is 082 454 0667.

5. After an internal investigation by the directors of Schumann Van den Heever and Slabbert Inc., Jakkie Supra was requested to resign as Director and employee in December 2020. The firm severed all ties with him. Kindly see the attached letter hereto, marked as annexure "IB" which was sent to the LPC in respect hereof.
6. The background to this affidavit is that that an investigation was launched by the LPC, after a complaint was received by them about irregularities in the firm's Personal Injury Department.
7. This complaint was investigated by the LPC. Mr. A Reddy, the internal auditor of the LPC, attended at our offices, and requested certain information. All the information requested was provided to him in electronic format.
8. Mr. Reddy compiled a report which was forwarded to us. We were requested to provide the LPC with our reply on or before the 20th of September 2021.
9. Mr Reddy mentioned in his report that payments were made to Polmed, whilst the clients he spoke to and on whose behalf those payments were made, indicated that they were not members of Polmed.
10. I investigated these payments. To do so I perused all the payments that were made from our Trust Account from 2013 until date of this affidavit.
11. I found that between 30 April 2013 and 13 February 2019, 22 payments were made into the same account under the name of Polmed.
12. What we have now discovered is that this account is an ABSA account, held under account number 1600032379, branch code 632 005. A beneficiary was created on our banking system to effect payments to this account. A list of the

payments is attached hereto marked as annexure "IB1".

13. A CSI account verification was done on search-works to ascertain to whom this account belongs. The result indicated that the account is an account held by Polmed Property Investments (Pty) Ltd which entity does not have any link to the South African Police Service's Medical Scheme also known as "Polmed".

A copy of the result is attached hereto and marked as Annexure "IB2".

14. A Company search was then done on Polmed Property Investments (Pty) Ltd. It was found to be a private company with registration number 2010/018469/07. Its principal description indicated to be "To invest in movable and immovable property as principal"

A copy of the search is attached hereto and marked as annexure "IB3".

15. I contacted ABSA Bank and requested information about this account. It was conveyed to me that this account is held in the name of Merchant Credit Rejection. The contact person according to their records is a certain Steven Snyman with mobile number 079 507 5521. The e-mail address is indicated as Steven.Snyman@absa.africa.co.za.

16. Further investigation indicated that this is a suspense account held and operated by ABSA Bank. The reference number as used on the payment requests is the card number of a Virgin Active Credit Card. When payment is received in the suspense account it is then transferred to that credit card for use by the card holder. I was not able to find out who the card holder or holders are.

17. I then requested the firms bookkeeping department to provide me with copies of the requests for payment that pertain to these payments. I was provided with ten such requests with supporting documentation in 9 of them. The supporting documents were letters purported to be sent by Polmed to our firm. It referred to a specific client and indicated an amount that represents the final amount expended on behalf of that client.

18. It further confirmed account particulars as follows:
- 18.1 Polmed
 - 18.2 ABSA Bank
 - 18.3 Account Number: 1600032379
 - 18.4 Branch Code 632005
 - 18.5 And indicated please use as reference: 5286 2501 7136 2010 and then that client's surname again.
19. I copied one of these letters, dated 25 November 2018 referring to a certain Mahlanyana. Under the heading of suspected fraud, I forwarded a copy thereof to Medscheme. Medscheme is the administrators of the Polmed Medical Scheme.
20. I requested from them confirmation that the person mentioned in the letter is indeed a member of Polmed, that the letterhead is that of Polmed, and that the account number referred to in the letter does belong to Polmed.
21. The reply from Medscheme stated that they cannot trace the membership number or name, that Polmed Medical Scheme does not have a bank account with ABSA, the e-mail address is incorrect, and that Medscheme was appointed as the administrator of Polmed Medical Scheme in 2016.
22. They indicated that the letter dates from 2018 and is from Metropolitan Health. They further confirmed that the letter is out-dated. The sender has used a Tax Certificate letter format which is not used by Medscheme for healthcare expenditure.
- I attach copies of the e-mails received marked as Annexure "IB4" and "IB5".
23. I then proceeded to investigate the payments. Although hard copies of the payment requests are not available in all the matters, I was able to find electronic copies of payment requests, in all but 2 matters.
24. The background to, and the system that we have implemented when

payments must be made from our trust account are as follows:

- 24.1 The firm is divided in four different departments.
 - 24.2 Each department falls under the supervision and control of a director.
 - 24.3 When a payment is requested from the trust account, it is the head of the department that must ensure that the details on the payment request are correct.
 - 24.4 It will entail that the client on whose behalf payment is to be made must be identified, the amount must be stated, and to whom payment must be made.
 - 24.5 The payment request is then signed by the head of the department and sent to bookkeeping.
 - 24.6 The bookkeeper will ascertain whether that person or entity was loaded on the bank as a beneficiary to whom payments can be made. If it is the first time that payment is made to a person or entity, the beneficiary will be created on our bank account.
 - 24.7 When a 2nd and subsequent payment are requested to the same beneficiary, the beneficiary need not be created again. The details of the beneficiary will be prepopulated in the banking system.
25. In the case of payments to Polmed, the payment requests were generated on the system as a "file note" and indicated the following:
- 25.1 A reference to our matter number and the client.
 - 25.2 A date.
 - 25.3 By whom it was generated (in all matters by Jakkie Supra).
 - 25.4 A note that the transfer must take place to Polmed.
 - 25.5 An indication the account details of the account mentioned.
 - 25.6 An indication to a reference number and the name of the client.

26. My investigation concentrated on the electronic copies of documents I was able to retrieve from the computer program in use by our firm. Hard copies of all the files were not available for a variety of reasons. Some of the files were already destroyed because of how long ago they were closed. Other files are now with the sheriff - Kempton Park in terms of an interim order that was granted by the High Court of South Africa under an Anon Pillar Application.

27. I found that the same method to request payments was used on all these payments. All the payments were requested by Mr Jakkie Supra. The request was generated on our electronic system by way of a file note. The file note was then printed, signed, and sent to our bookkeepers to process. The bookkeeper would insert the account number and the Polmed beneficiary, as a beneficiary that was previously generated on banking the system, would be used.

28. I discovered the following:

28.1 In the matter of Lewis, I found that payment was requested and made on the 30th of April 2016 in the amount of R17 041.01 to Polmed.

The file notes show communication with Oxygen Medical aid, and payment to a medical aid, if any, had to be paid to Oxygen. Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010.

A copy of the payment request is attached hereto and marked as Annexure "IB6".

28.2 On the 8th of May 2013 an amount was requested to be paid to Discovery in the amount of R122 400.00. The payment request indicates that it is for S Magon. This was money that was claimed for during the court case as past medical expenses and should have been paid to Discovery. The request for payment on the file note also

indicates Discovery, however the details and the payment was in fact done to the Polmed account.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is S. Magon 142502254.

A copy of the payment request is attached hereto and marked as Annexure "IB7".

- 28.3 On the 12th of September 2013 payment was made to Polmed in the amount of R830.22. The payment request indicate that it is for H McMahan.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 McMahan.

A copy of the payment request is attached hereto and marked as Annexure "IB8".

- 28.4 On the 19th of December 2013 payment was made to Polmed in the amount of R 34 400.00. The payment request indicates it was requested for D T Comins.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2028.

A copy of the payment request is attached hereto and marked as

Annexure "IB9".

- 28.5** On the 17th of March 2014 a request for payment to Polmed in the amount of R 86 683.28 was made. The payment request indicates it was requested for Visagie.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2028 VISAGIE.

A copy of the payment request is attached hereto and marked as Annexure "IB10".

- 28.6** On the 14th of October 2015 a payment to Polmed in the amount of amount of R 21 429.59. The payment request indicated that it was requested for Pretorius.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2028 Pretorius.

A copy of the payment request is attached hereto and marked as Annexure "IB11".

- 28.7** On the 13th of January 2016 payment in the amount of R10 812.77 was made to Polmed. The payment request indicate that it was made for a Van Den Berg.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136

2028 Van den Berg.

A copy of the payment request is attached hereto and marked as Annexure "IB12".

28.8 On the 26th of January 2016 an amount of R37 380.84 was paid to Polmed.

The payment request indicates that it was made for to Pretorius.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136
2028 Pretorius

A copy of the payment request is attached hereto and marked as Annexure "IB13".

28.9 On the 12th of May 2016 an amount of R9 081.21 was paid to Polmed. The Cashbook printout indicates that it was for Stathakis. I could not find the payment request.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme.

28.10 On the 10th of August 2016 an amount of R265 235.91 was paid to Polmed

The cashbook printout indicates that it was for Dekker. I could not find the payment request. This should have been paid for Impala Medical aid.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme.

28.11 On the 7th of September 2016 an amount of R81 380.84 was paid to

Polmed. The payment request indicates that it was for Bodenstein.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2028 Bodenstein.

A copy of the payment request is attached hereto and marked as Annexure "IB14".

- 28.12 On the 10th of October 2016 an amount of R 107 531.001 was paid to Polmed. The payment request indicates that it was for Barnard.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2028 Barnard

A copy of the payment request is attached hereto and marked as Annexure "IB15".

- 28.13 On the 23rd of January 2017 an amount of R34 000.00 was paid to Polmed. The payment request indicates that it was for Warden.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2028 Warden

A copy of the payment request is attached hereto and marked as Annexure "IB16".

- 28.14 On the 6th of November 2017 an amount of R49 512.00 was paid to Polmed. The payment request and the letter accompanying the request indicate that it was for Wassermann. In this instance the

request for payment was accompanied by a letter from "Polmed" dated the 11th of May 2015 confirming that this amount represents the final amount expended on behalf of Mr Wassermann.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The Medical Aid for Wasserman was Profmed. The reference used when payment was requested is 5286 2501 7136 2010 Wasserman.

The payment request is attached hereto and marked as Annexure "IB17", and the letter is marked as Annexure "IB18".

28.15 On the 11th of December 2017 an amount of R 76 648.40 was paid to Polmed. The payment request and the letter accompanying the request indicate that it was for C V d Schyff.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 v.d Schyff

The payment request and the letter are attached hereto and marked as Annexure "IB19" and Annexure "IB20".

28.16 On the 22nd of January 2018 an amount of R368 395.50 was paid to Polmed. The payment request and letter indicate that it was for Mr GB Roberts.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 Roberts.

The payment request and the letter are attached hereto and marked as Annexure "IB21" and Annexure "IB22".

28.17 On the 2nd of July 2018 an amount of R 383 152.53 was paid to Polmed.

The payment request and accompanying letter indicated that it was for Ms Van Der Schyff.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 v.d Schyff.

The payment request and the letter are attached hereto and marked as Annexure "IB23" and Annexure "IB24".

28.18 On the 2nd of August 2018 an amount of R238 588.75 was paid to Polmed.

The payment request and accompanying letter indicated it was for Mokoena.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 Mokoena.

The payment request and the letter are attached hereto and marked as Annexure "IB25" and Annexure "IB26".

28.19 On the 31st of August 2018 an amount of R269 209.28 was paid to Polmed

The payment request and letter indicate it was for Z Posthumus.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 Posthumus.

The payment request and the letter are annexed hereto and marked as Annexure "IB27" and Annexure "IB28".

28.20 On the 23rd of October an amount of R106 000.00 was paid to Polmed.

The payment request and accompanying letter indicated that it was for TC Dhlamini.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 Dhlamini.

A copy of the payment request and accompanying letter are attached hereto and marked as Annexure "IB29" and Annexure "IB30".

28.21 On the 6th of November 2018 an amount of R134 981.90 was paid to Polmed. The payment request and accompanying letter indicates that it was for SN Mlambo.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The reference used when payment was requested is 5286 2501 7136 2010 Mlambo.

A copy of the payment request and the letter are attached hereto and marked as Annexure "IB31" and Annexure "IB32".

28.22 On the 13th of February 2019 an amount of R45 855.82 was paid to Polmed. The payment request and accompanying letter indicated it was for SS Mahlanyana.

Whilst working through the file notes on our system, I could not determine that any payment was due to Polmed Medical Scheme. The

reference used when payment was requested is 5286 2501 7136
2010 Mahlanyana

Copies of the payment request and the letter is attached hereto and
marked as Annexure "IB33" and Annexure "IB34".

29. The Total amount that was paid over into the account named Polmed is
R 2 500 551.04.
30. It is my submission that Mr Jakkie Supra committed fraud. In all 22 instances
he unlawfully and intentionally made misrepresentations to Schumann Van
den Heever and Slabbert Inc. that the payments, as indicated, must be made
into the Polmed account.
- 30.1 This account does not belong to Polmed Medical Scheme or any other
Medical Scheme. There were also no other reasons why payments
should have been made to this account.
31. The prejudice or potential prejudice was suffered by medical schemes, clients
of Schumann van den Heever and Slabbert Inc., and/or Slabbert Van den
Heever and Slabbert Inc. themselves.
32. I request that the matter be further investigated and that the appropriated
charges be brought against Mr Jakkie Supra.



Izak Bosman

I certify that:

The Deponent acknowledged to me that:

She/He knows and understands the contents of this Declaration.

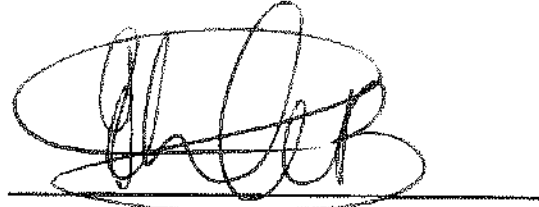
She/He has no objection to taking the prescribed oath.

She/He considers the prescribed oath to be binding on her/his conscience.

The Deponent thereafter uttered the words:

"I swear that the contents of this Declaration are true, so help me God"

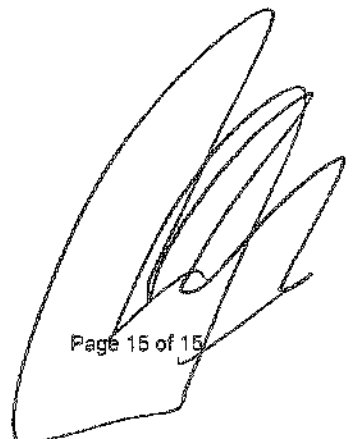
The Deponent signed this Declaration in my presence at the address set out hereunder on this 16th day of September 2021.

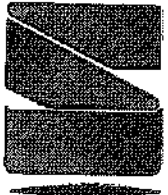


COMMISSIONER OF OATHS

JOHANDE EHLERS

Commissioner of Oaths
11 Heide Road, Kempton Park
P O Box 1300, Kempton Park, 1620
Practising Attorney





**SCHUMANN
VAN DEN HEEVER &
SLABBERT ING/INC.**
PROKUREURS * ATTORNEYS

Kemptonweg 32 Kempton Road 1619
Posbus/P O Box 67 & 168 Kempton Park, 1620
Docex 7, Kempton Park
Tel: (011) 394 - 9960/7
Fax: (011) 394 - 1501
Emergency / Nood Tell: 079-893 0839

Ons Verw / Our Ref : B0100/0096/SB
U Verw / Your Ref: Members affairs
Datum / Date: 11 March 2021

The Secretary
Legal Practice Council

and

The Executive Officer,
Legal Practice Fidelity Fund

Dear sirs

Schumann Van den Heever and Slabbert Inc. – J Supra

Please note that Mr Jakkie Supra, I D Number 840516 5145 080 resigned as employee and director of our firm.

He is no longer associated with our firm in any way.

It would be appreciated if you can amend your records accordingly.

Please acknowledge receipt of this letter.

Yours faithfully,

I Bosman
SCHUMANN VAN DEN HEEVER & SLABBERT ING.

Kemptonweg 32 Kempton Road, 1619
Posbus / P O Box 67 & 168, Kempton Park, 1620
Docex 7, Kempton Park

Tel: (011) 394-9960/7
Fax: (011) 394-1501
Emergency/Nood Tel: 082-454-0667

Kantoorure / Office Hours:
Monday/Maandag-Donderdag/Thursday 08h00 – 16h30
Vrydae / Friday 08h00 – 16h00

CELEBRATING OUR 75TH ANNIVERSARY
PROKUREURS * NOTARISSE * AKTEVERVAARDIGERS
ATTORNEYS * NOTARIES * CONVEYANCERS
Company registration number 1994/000810/21
BEE Compliant – Level 2
Kantoorbestuurder / Office Manager: A B Viljoen (B Comm)

Directeure / Directors
J J Slabbert (B Iuris)
I Bosman (B Iuris, LLB)
A Kleinen (BLC, LLB)
I G Motlweni(Magagula)(LLB)

Bygestaan deur / Assisted by:
I Louw (LLB)
A J N Ndwayamato (LLB)

VAT/BTW NO: 424-014-1459

IB 1.

Schumann Van Den Heever Slabbert Inc

Cashbook - Cheques

Report Selection: Business: ABSA Trust Account : 011 992 30448; Period: 1- (2013/03/01) To 7- (2020/09/30)

Period/Year	Date	Voucher	Transaction Type	Description	Ref/Desc	Dr Amount	Cr Amount
ABSA Trust Account : 011 992 30448							
2, 2014	2013/04/30	internet	Payment To Client	Polmed	LEW4/0001 - LEWIS P J / Third Party Claim		-R 17 041,01
3, 2014	2013/05/08	internet	Payment To Client	Polmed	MAG21/0001 - Magon SP / Third Party Claim		-R 122 400,00
7, 2014	2013/09/12	internet	Payment To Client	Polmed	MCM4/0001 - Du Plessis AS on behalf of H McMahon		-R 830,22
10, 2014	2013/12/19	internet	Payment To Client	Polmed	DE138/0001 - Duane Thomas Comins // Third Party C		-R 34 400,00
1, 2015	2014/03/17	internet	Payment To Client	Polmed	VIS41/0001 - Visagie P J J / Third Party Claim		-R 85 683,98
8, 2016	2015/10/14	Internet	Payment To Client	Polmed	PRE145/0001 - Michael Willem Pretorius // RAF - 6		-R 21 429,59
11, 2016	2016/01/13	internet	Payment To Client	Polmed	VAN833/0001 - Magrieta Francina Van Den Berg (now		-R 10 812,27
11, 2016	2016/01/26	internet	Payment To Client	Polmed	PRE2/0001 - Pretorius: Hendrik Adriaan // Third		-R 37 380,84
3, 2017	2016/05/12	internet	Payment To Client	Polmed	STA73/0001 - Stathakis - 2nd Accident - 02/03/07		-R 9 081,20
6, 2017	2016/08/10	internet	Payment To Client	Polmed	DEK19/0001 - F J Dekker (deceased) // Road Accide		-R 265 235,91
7, 2017	2016/09/07	internet	Payment To Client	Polmed	BOD26/0001 - Charles Pater Bodenstein / Henley A)		-R 81 380,84
8, 2017	2016/10/10	internet	Payment To Client	Polmed	BAR134/0001 - Deon Barnard obo Jean-Helmich Barn		-R 107 531,00
11, 2017	2017/01/23	internet	Payment To Client	Polmed	WAR6/0003 - HD Warden // Third Party Claim - 502/		-R 34 000,00
9, 2018	2017/11/06	internet	Payment To Client	Polmed	WASS9/0001 - JG Wassermann // Road Accident Fund (-R 49 512,00
10, 2018	2017/12/11	internet	Payment To Client	Polmed	VAN1423/0001 - Chellane van der Schyff // Road Ac		-R 76 648,40
11, 2018	2018/01/22	internet	Payment To Client	Polmed	ROB80/0001 - Gerhardus Barnard Roberts // RAF (50		-R 368 395,50
5, 2019	2018/07/02	int	Payment To Client	Polmed	VAN1423/0001 - Chellane van der Schyff // Road Ac		-R 383 152,53
6, 2019	2018/08/02	6	Payment To Client	Polmed	MOK163/0001 - Poojie Anastacia Mokoena // Third P		-R 238 588,75
7, 2019	2018/08/31	internet	Payment To Client	Polmed	POS20/0001 - Zaan Posthumus // Road Accident Fund		-R 269 209,28
8, 2019	2018/10/23	internet	Payment To Client	Polmed	DHL20/0001 - Thandi Caroline Dhlamini // Third Pa		-R 106 000,00
9, 2019	2018/11/06	internet	Payment To Client	Polmed	MLA21/0001 - Sarah Normuiselo Mlambo // Third Part		-R 134 981,90
12, 2019	2019/02/13	Internet	Payment To Client	Polmed	MAH59/0001 - Shimane Stephen Mahanyana // Road A		-R 45 856,82
				5286250171362010			-R 2 500 661,04

IB 2



POLMED PROPERTY INVESTMENTS (1600032379) CSI Account Verification

Suite 500, Waterview 2, Waterview Place, Ontario
City
Tel: (278) 860-3000
Website: <http://www.searchworks.ca>

SEARCH INFORMATION

Summary	
Search Type	CSI ACCOUNT VERIFICATION
Search Description	POLMED PROPERTY INVESTMENTS (1600032379)
Reference	BAREND
Date	03/09/2021

VERIFICATION STATUS

Verifications	
ID Number Match	NO
Initials Match	UNPROCESSED
Surname Match	NO
Phone Number Match	-
Email Match	-
Tax Number Match	-

Account Verification	
Account Status	OPEN
Account Number Match	YES
Account Type Match	YES
Branch Code Match	-
Accepts Debits	YES
Accepts Credits	YES
Open for Three Months	YES

REPORT INFORMATION

Date of Information	03/09/2021 14:08
Print Date	03-09-2021 14:09
Generated By	BAREND VENTER
Reference	BAREND
Report Type	CSI ACCOUNT VERIFICATIONS



SEARCH WORKS is a registered trademark of SEARCH WORKS INC. All rights reserved. © 2021 SEARCH WORKS INC. All rights reserved. This report is for informational purposes only and should not be used for legal or financial advice.

IB 3



POLMED PROPERTY INVESTMENTS
(2010/018469/07)
 CIPC Company

Stille 601, Waterview 2, Waterview Close, Oakburg
 City
 Tel: +27 860 340 000
 Website: <https://www.searchworks.co.za>

SEARCH INFORMATION

Summary

Search Type	CIPC COMPANY
Search Description	POLMED PROPERTY INVESTMENTS (2010/018469/07)
Reference	BAREND
Date	03/09/2021

COMPANY INFORMATION

Summary

Name	POLMED PROPERTY INVESTMENTS
Registration Number	2010/018469/07
Type	PRIVATE COMPANY (PTY) LTD
Status	DEREGISTRATION FINAL
Registration Date	08/09/2010
Average Age of Director	54

SARS VERIFICATION MATCHES

Trading Name	VAT Registration Number	Area
No information available		

ACTIVE DIRECTOR(S)

Director Name	ID Number	Status	Type	Appointed
NEO JERMINAH KHAUOE	6607010391080	ACTIVE	DIRECTOR	01/07/2018
STEPHANUS JOHANNES NELSON	6703085027087	ACTIVE	DIRECTOR	01/07/2018

RESIGNED DIRECTOR(S)

Director Name	ID Number	Status	Type	Appointed	Resigned
VIVIAN FRANCES REYNOLDS VAN NIEKERK	4408260046082	RESIGNED	DIRECTOR	08/09/2010	29/11/2010
MIRRIAM DINEO KOENA	6501130111082	RESIGNED	DIRECTOR	08/09/2010	31/07/2017
PUMZA MAKANYA-OJOWURO	5812040194089	RESIGNED	DIRECTOR	29/11/2010	19/07/2013
AUDREY LEAH MOFOMME	6711110252083	RESIGNED	DIRECTOR	29/11/2010	30/04/2014
MBASA MXENGE	6605185507084	RESIGNED	DIRECTOR	29/11/2010	31/12/2016
STEFANUS JOHANNES PAULUS SCHUTTE	6002295070080	RESIGNED	DIRECTOR	29/11/2010	31/07/2017
NONDUMISO JAFTA	5201280838086	RESIGNED	DIRECTOR	19/07/2013	31/07/2017

DECEASED DIRECTOR(S)

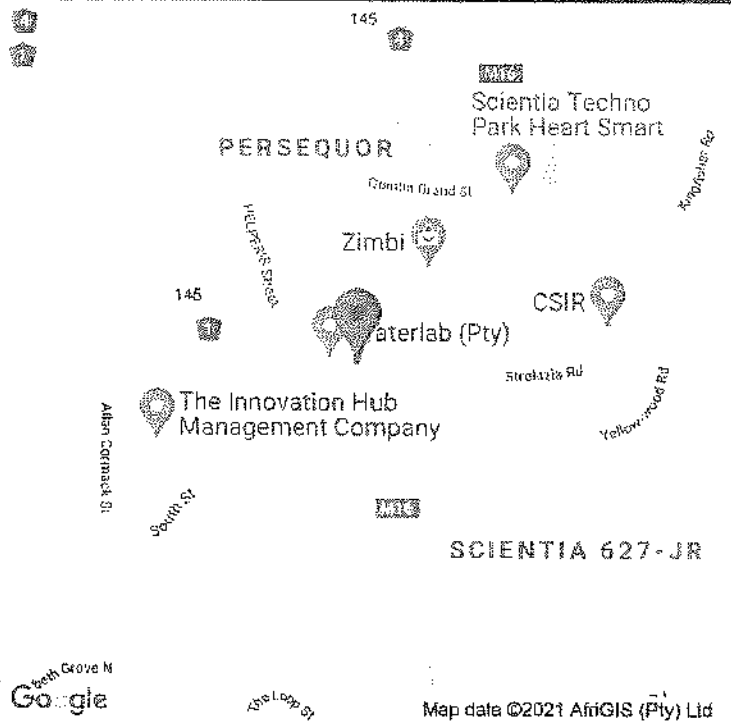
Director Name	ID Number	Status	Type	Appointed
---------------	-----------	--------	------	-----------

COMPANY INFORMATION

Summary

Name	POLMED PROPERTY INVESTMENTS
Short Name	-
Translated Name	POLMED PROPERTY INVESTMENTS (2010/018469/07)
Registration Number	2010/018469/07
Old Registration Number	-
Type	PRIVATE COMPANY (PTY) LTD
Short Type	(PTY) LTD
CIPC Company Act Type	COMPANY (REGISTERED ACCORDING TO OLD CO ACT)
Status	DEREGISTRATION FINAL
Tax Number	9377009171
Type Date	08/09/2010
Registration Date	08/09/2010
Start Date	08/09/2010
Status Date	-
Principal Description	TO INVEST IN MOVABLE AND IMMOVABLE PROPERTY AS PRINCIPAL
Details Withdrawn From Public	NO
Standard Industrial Classification	FINANCIAL INTERMEDIATION, EXCEPT INSURANCE AND PENSION FUNDING
Financial Year End	DECEMBER
Financial Effective Date	08/09/2010
Registered Address	CRESTWAY OFFICE PARK, BLOCK A 2 HOTEL ROAD, PERSEQUOR ROAD, LYNNWOOD PRETORIA, 0020
Postal Address	P O BOX 14812, HATFIELD, 0028
Region	GAUTENG
Country of Origin	.
Country	-
Authorised Capital	1000
Issued Capital	100
Authorised Shares	1000
Issued Shares	100
Form Received Date	.
Date on Form	.
Conversion Number	.

PROVIDED BY GOOGLE



DIRECTOR(S)

Director 1 of 9

First Name	VIVIAN FRANCES REYNOLDS
Surname	VAN NIEKERK
ID Number	4408260046082
Date of Birth	26/08/1944
Gender	FEMALE
Age	77
Residential Address	641 VAN ZYL STREET, ELOFFSDAL, 0084
Postal Address	P O BOX 3101, PRETORIA, 0001
Type	DIRECTOR
Status	RESIGNED
Appointment Date	08/09/2010
Resignation Date	29/11/2010
Member Contribution	0%
Member Size	0%

DIRECTOR(S) (CONTINUED)

Director 2 of 9

First Name	MIRRIAM DINEO
Surname	KOENA
ID Number	6501130111082
Date of Birth	11/01/1965
Gender	FEMALE

DIRECTOR(S) (CONTINUED)

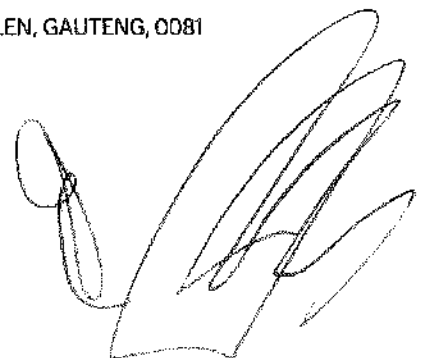
Postal Address	BLOCK E FLAT B, POLICE CAMP, UMTATA, EASTERN CAPE, 5100
Type	DIRECTOR
Status	RESIGNED
Appointment Date	08/09/2010
Resignation Date	31/07/2017
Member Contribution	0%
Member Size	0%

DIRECTOR(S) (CONTINUED)**Director 3 of 9**

First Name	PUMZA
Surname	MAKANYA-OJOWURO
ID Number	5812040194089
Date of Birth	04/12/1958
Gender	FEMALE
Age	62
Residential Address	249 STEAD AVENUE, QUEENSWOOD, PRETORIA, GAUTENG, 0186
Postal Address	PO BOX 14812, HATFIELD, PRELLER STREET, GAUTENG, 0028
Type	DIRECTOR
Status	RESIGNED
Appointment Date	29/11/2010
Resignation Date	19/07/2013
Member Contribution	0%
Member Size	0%

DIRECTOR(S) (CONTINUED)**Director 4 of 9**

First Name	AUDREY LEAH
Surname	MOFOMME
ID Number	6711110252083
Date of Birth	11/11/1967
Gender	FEMALE
Age	53
Residential Address	77 DELAWARE STREET, LYNNWOOD GLEN, LYNNWOOD GLEN, GAUTENG, 0081
Postal Address	P O BOX 2346, PRETORIA, PRETORIA, GAUTENG, 0001
Type	DIRECTOR
Status	RESIGNED
Appointment Date	29/11/2010
Resignation Date	30/04/2014
Member Contribution	0%



DIRECTOR(S) (CONTINUED)

DIRECTOR(S) (CONTINUED)

Director 5 of 9

First Name	MBASA
Surname	MXENGE
ID Number	6605185507084
Date of Birth	18/05/1966
Gender	MALE
Age	55
Residential Address	371 CLARK STREET, WATERKLOOF, PRETORIA, GAUTENG, 0181
Postal Address	P O BOX 14812, HATFIELD, PRETORIA, GAUTENG, 0028
Type	DIRECTOR
Status	RESIGNED
Appointment Date	29/11/2010
Resignation Date	31/12/2016
Member Contribution	0%
Member Size	0%

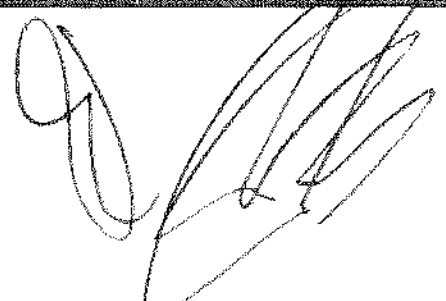
Director 6 of 9

First Name	STEFANUS JOHANNES PAULUS
Surname	SCHUTTE
ID Number	6002295070080
Date of Birth	29/02/1960
Gender	MALE
Age	61
Residential Address	ALTHEA, 20 BASDEN AVENUE, LYTTTELTON MANOR, GAUTENG, 0157
Postal Address	P O BOX 26504, MONUMENT PARK, PRETORIA, GAUTENG, 0105
Type	DIRECTOR
Status	RESIGNED
Appointment Date	29/11/2010
Resignation Date	31/07/2017
Member Contribution	0%
Member Size	0%

DIRECTOR(S) (CONTINUED)

Director 7 of 9

First Name	NONDUMISO
Surname	JAFTA
ID Number	5201280838086
Date of Birth	29/05/1952



DIRECTOR(S) (CONTINUED)

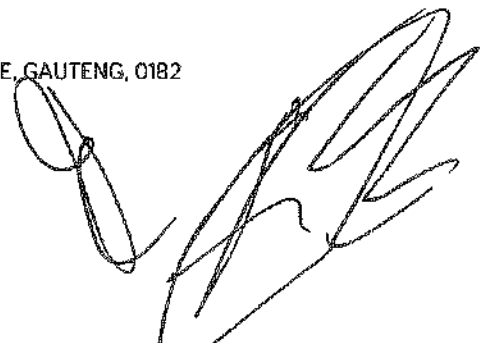
Age	69
Residential Address	88 JOUBERT STREET, CLUBVIEW, KING WILLIAMS TOWN, EASTERN CAPE, 5600
Postal Address	PO BOX 14812, HATFIELD, HATFIELD, GAUTENG, 0028
Type	DIRECTOR
Status	RESIGNED
Appointment Date	19/07/2013
Resignation Date	31/07/2017
Member Contribution	0%
Member Size	0%

DIRECTOR(S) (CONTINUED)**Director 8 of 9**

First Name	NEO JERMINAH
Surname	KHAUOE
ID Number	6607010391080
Date of Birth	01/07/1966
Gender	FEMALE
Age	55
Residential Address	2482 VALLEY VIEW, 501 ROOIHUISKRAAL ROAD, KOSMOSDAL, GAUTENG, 0157
Postal Address	2482 VALLEY VIEW, 501 ROOIHUISKRAAL ROAD, KOSMOSDAL, GAUTENG, 0157
Type	DIRECTOR
Status	ACTIVE
Appointment Date	01/07/2018
Resignation Date	-
Member Contribution	0%
Member Size	0%

DIRECTOR(S) (CONTINUED)**Director 9 of 9**

First Name	STEPHANUS JOHANNES
Surname	NELSON
ID Number	6703085027087
Date of Birth	08/03/1967
Gender	MALE
Age	54
Residential Address	185 PAFURI MEWS, 335 STEENBRAS AVENUE, SINOVILLE, GAUTENG, 0182
Postal Address	PO BOX 844, MONTANA, PRETORIA, GAUTENG, 0151
Type	DIRECTOR
Status	ACTIVE
Appointment Date	01/07/2018



DIRECTOR(S) (CONTINUED)

Member Contribution	0%
Member Size	0%

AUDITOR(S)**Auditor 1 of 2**

Auditor Name	KPMG
Profession Number	900133
Profession Code	SAICA
Business Address	.
Postal Address	P O BOX 3101, PRETORIA, 0001
Type	AUDITOR
Status	CURRENT
Start Date	.
End Date	.
Form Date (CMI Date)	.
Expiry Date	.
Registration Entry Date	.
Form Received Date	.
Details Withdrawn From Public	.
ACT_IND_MPY_NO_SP	.
Fine Letter	.
Reference Number	.

AUDITOR(S) (CONTINUED)**Auditor 2 of 2**

Auditor Name	MICHAEL WHITE
Profession Number	00
Profession Code	SAICA
Business Address	201 WATERFALL GARDENS, 270 MAIN ROAD, BROOKLYN, 0181
Postal Address	P O BOX 2272, HALFWAY HOUSE, 1685
Type	AUDITOR
Status	CURRENT
Start Date	.
End Date	.
Form Date (CMI Date)	.
Expiry Date	.
Registration Entry Date	.
Form Received Date	.
Details Withdrawn From Public	.
ACT_IND_MPY_NO_SP	.
Fine Letter	.



CAPITAL INFORMATION

Type	Capital Amount	Capital Premium	Number of Shares	Parl Value
AUTHORIZED ORDINARY	R 1,00	0	1000	0
ISSUED ORDINARY	R 1,00	0	1000	0

CHANGE HISTORY

History 1 of 32

Effective Date 21/02/2019
Change Type IN DEREGISTRATION CC/CO (A-LIST OR B-LIST)
Memo -

History 2 of 32

Effective Date 10/10/2018
Change Type CO/CC ANNUAL RETURN
Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 5142182619

History 3 of 32

Effective Date 01/08/2018
Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo DIRECTOR STEPHANUS JOHANNES NELSON WAS ADDED

History 4 of 32

Effective Date 01/08/2018
Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo DIRECTOR NEO JERMINAH KHAUOE WAS ADDED

History 5 of 32

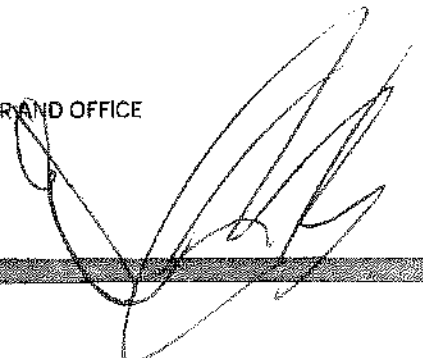
Effective Date 01/08/2018
Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo DIRECTOR MBASA MXENGE DETAILS WAS CHANGED

History 6 of 32

Effective Date 01/08/2018
Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo DIRECTOR STEFANUS JOHANNES PAULUS SCHUTTE DETAILS WAS CHANGED

History 7 of 32

Effective Date 01/08/2018
Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
Memo DIRECTOR MIRRIAM DINEO KOENA DETAILS WAS CHANGED



CHANGE HISTORY (CONTINUED)

Effective Date 01/08/2018
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo DIRECTOR NONDUMISO JAFTA DETAILS WAS CHANGED

CHANGE HISTORY (CONTINUED)**History 9 of 32**

Effective Date 08/12/2017
 Change Type CO/CC ANNUAL RETURN
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 595365682

History 10 of 32

Effective Date 17/10/2016
 Change Type CO/CC ANNUAL RETURN
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 554421175

History 11 of 32

Effective Date 14/09/2015
 Change Type CO/CC ANNUAL RETURN
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 529338542

History 12 of 32

Effective Date 02/03/2015
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo DIRECTOR NONDUMISO JAFTA WAS ADDED

History 13 of 32

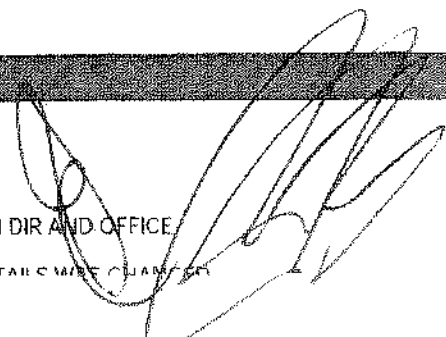
Effective Date 02/03/2015
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo DIRECTOR MBASA MXENGE DETAILS WAS CHANGED

History 14 of 32

Effective Date 02/03/2015
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo DIRECTOR AUDREY LEAH MOFOMME DETAILS WAS CHANGED

CHANGE HISTORY (CONTINUED)**History 15 of 32**

Effective Date 02/03/2015
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo DIRECTOR STEPHANUS JOHANNES DAVILIS SCHUTTE DETAILS WAS CHANGED



CHANGE HISTORY (CONTINUED)

History 16 of 32

Effective Date 02/03/2015
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo DIRECTOR PUMZA MAKANYA-QJOWURO DETAILS WAS CHANGED

CHANGE HISTORY (CONTINUED)

History 17 of 32

Effective Date 02/03/2015
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo DIRECTOR MIRRIAM DINEO KOENA DETAILS WAS CHANGED

History 18 of 32

Effective Date 28/10/2014
 Change Type CO/CC ANNUAL RETURN
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 51492560

History 19 of 32

Effective Date 13/12/2013
 Change Type CO/CC ANNUAL RETURN
 Memo COMPANY / CLOSE CORPORATION AR FILING - WEB SERVICES : REF NO. : 54976730

History 20 of 32

Effective Date 11/01/2013
 Change Type AR IN DEREGISTRATION
 Memo ANNUAL RETURN NON COMPLIANCE - IN PROCESS OF DEREGISTRATION NO PAYMENT HAVE BEEN MADE.

History 21 of 32

Effective Date 13/10/2011
 Change Type AUDITOR/ACC OFFICER CHANGE
 Memo ADD RECORDNAME : = KPMGSTATUS : - CURRENT

History 22 of 32

Effective Date 20/01/2011
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo CHANGE RECORDSURNAME = VAN NIEKERKFIRST NAMES = VIVIAN FRANCES REYNOLDSSTATUS = RESIGNED

CHANGE HISTORY (CONTINUED)

History 23 of 32

CHANGE HISTORY (CONTINUED)

Memo ADD RECORDSURNAME = MXENGEFIRST NAMES = MBASASTATUS = ACTIVE

CHANGE HISTORY (CONTINUED)

History 24 of 32

Effective Date 20/01/2011
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo ADD RECORDSURNAME = MOFOMMEFIRST NAMES = AUDREY LEAHSTATUS = ACTIVE

History 25 of 32

Effective Date 20/01/2011
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo ADD RECORDSURNAME = SCHUTTEFIRST NAMES = STEFANUS JOHANNES PAULUSSTATUS = ACTIVE

History 26 of 32

Effective Date 20/01/2011
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo ADD RECORDSURNAME = MAKANYA-OJOWUROFIRST NAMES = PUMZASTATUS = ACTIVE

History 27 of 32

Effective Date 20/01/2011
 Change Type DIRECTORS/MEMBER CHANGE/SECRETARY/TRUST/BOTH DIR AND OFFICE
 Memo ADD RECORDSURNAME = KOENAFIRST NAMES = MIRRIAM DINEOSTATUS = ACTIVE

History 28 of 32

Effective Date 31/12/2010
 Change Type CHANGE OF BOOK YEAR
 Memo 2

History 29 of 32

Effective Date 23/12/2010
 Change Type REGISTERED ADDRESS CHANGE
 Memo CRESTWAY OFFICE PARKBLOCK A 2 HOTEL ROADPERSEQUOR ROADLYNNWOOD PRETORIA0020

History 30 of 32

Effective Date 23/12/2010
 Change Type POSTAL ADDRESS CHANGE
 Memo P O BOX 14812HATFIELD0028

CHANGE HISTORY (CONTINUED)

History 31 of 32

CHANGE HISTORY (CONTINUED)

Change Type	NAME CHANGE
Memo	BASFOUR 3800

CHANGE HISTORY (CONTINUED)**History 32 of 32**

Effective Date	-
Change Type	FINAL DEREGISTRATION OF CC/CO
Memo	-

REPORT INFORMATION

Date of Information	03/09/2021 14:14
Print Date	03-09-2021 14:14
Generated By	BAREND VENTER
Reference	BAREND
Report Type	CIPC COMPANY



The data displayed above is provided by our data suppliers and is not altered by SearchWorks. Terms of Use are applicable to this information and can be found on <http://www.searchworks.co.za>. SearchWorks is not liable for any damages caused by the information.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Sakkie Bosman

From: Sakkie Bosman <sakkie@schumanns.co.za>
Sent: Wednesday, 08 September 2021 1:33 PM
To: 'fraud@medscheme.co.za'
Subject: Payment to Polmed : MSuspected Fraud.
Attachments: Polmed.pdf

Dear Sir / Madam,

I attach hereto a letter we received requesting payment in the amount of R 45 855.82 into the Polmed account held at ABSA under account no 1600032379.

When comparing the details on the letterhead with the website of Polmed, everything seems to correlate , but not the e-mail address.

Please confirm that this is indeed the letterhead of Polmed, that Me Mahlanyana is a member, and that the amount is due and payable.

Regards,

Sakkie Bosman
Direkteur / Director
Schumann Van Den Heever & Slabbert Incorporated
Tel : 011 394 9960, Fax : 011 394 1501, Mobile 083 461 2143
sakkie@schumanns.co.za



IB 4
②



Our Investment Our Health Our Future

Shimane Stephen Mahlanyana
3976 Umhohlo Street
Birch Acres
1618

Date: 25 November 2018

Reference: 5906795742585/MS/2014
Member Number: 0001656525
Dependant: 01

To Schumann Van Den Heever & Slabbert

Summary Information of Healthcare expenditure

We thank you for your letter dated 20 November 2018

Kindly take note that the amount of R 45 855.82 represents the final amount expended on behalf of Mr. Mahlanyana

We further confirm our account particulars are as follows:

POLMED

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Mahlanyana

We thank you in this regard.

Yours sincerely

CLIENT SERVICE DEPARTMENT

Page 1 of 1

Nedbank Plaza, c/o Stenza Gopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

165

Sakkie Bosman

From: PolmedFundManagement <PolmedFundManagement@medscheme.co.za>
Sent: Thursday, 09 September 2021 11:57 AM
To: sakkie@schumanns.co.za
Subject: FW: Payment to Polmed : MSuspected Fraud.
Attachments: Polmed.pdf

Good day

Thank you for bringing this to our attention.

1. We cannot trace the membership number or name
2. POLMED does not have an ABSA bank account
3. The email address is incorrect as Medscheme was appointed as the Administrator of POLMED from 2016, the letter is dated 2018 from Metropolitan Health
4. The letterhead is outdated and not in use
5. The sender has used a tax certificate letter format which is not used by Medscheme for healthcare expenditure

Regards



Joy Andersen

Assistant Fund Manager | POLMED

Tel +27 11 671 6431 | joya@medscheme.co.za

PO Box 1101, Florida Glen, 1708 | 37 Conrad Road, Florida North, Roodepoort, 1709

www.medscheme.co.za

From: Nomvula Sihlangu

Sent: Thursday, 09 September 2021 10:18

To: PolmedFundManagement <PolmedFundManagement@medscheme.co.za>

Cc: Roxanne Paul <roxannep@afrocentrichealth.com>; Helga Noorodien <HelgaT@Medscheme.co.za>; Lerato Tlotleng <LeratoT@medscheme.co.za>; Mapule Mogotsi <MapuleMo@afrocentrichealth.com>

Subject: FW: Payment to Polmed : MSuspected Fraud.

Good Day,

Kindly take note of the below scheme query for correct query resolution.

Feedback may be provided directly to the member.

Membership number: 000165525

Kind regards,



Nomvula Sihlangu

Forensic Administrator | Healthcare Forensics

Tel +27 6714827 | nomyulas@medscheme.co.za

A large, stylized handwritten signature in black ink, appearing to be the signature of Nomvula Sihlangu.

When comparing the details on the letterhead with the website of Polmed, everything seems to correlate , but not the e-mail address.

Please confirm that this is indeed the letterhead of Polmed, that Me Mahlanyana is a member, and that the amount is due and payable.

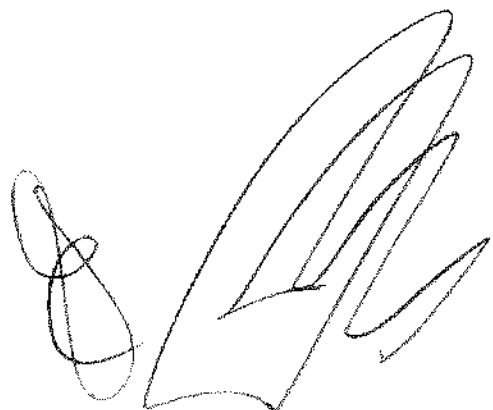
Regards,

Sakkie Bosman
Direkteur / Director
Schumann Van Den Heever & Slabbert Incorporated
Tel : 011 394 9960, Fax : 011 394 1501, Mobile 083 461 2143
sakkie@schumanns.co.za

CONFIDENTIALITY:

This email contains confidential information. The information on this email and attachments thereto (if any) is only for the use of the intended recipient. If you are not the intended recipient, any disclosure, copying and/or distribution of the content of this email to any person other than the sender (as specified in the email), or the taking of any action thereon, is strictly prohibited. Interception of this email is also prohibited. If you have received this email in error please notify the sender (as specified in the e-mail) using the contact details contained in such e-mail and delete this email and any attachments thereto, once you have notified the sender.

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

A handwritten signature in black ink, consisting of a series of loops and strokes, located in the bottom right corner of the page.

"IBL"

FILENOTE

Matter: LEW4/0001 - LEWIS PJ / Third Party Claim - 67/775941/18/1

Date: 2013/04/30

Made By: Jakkie Supra

Stage:

Note: Oorplasing

Polmed

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 17 041.01

Ref: 5286 2501 7136 2010

goedgekeur _____

Oorplasing

Polmed

ABSA Bank

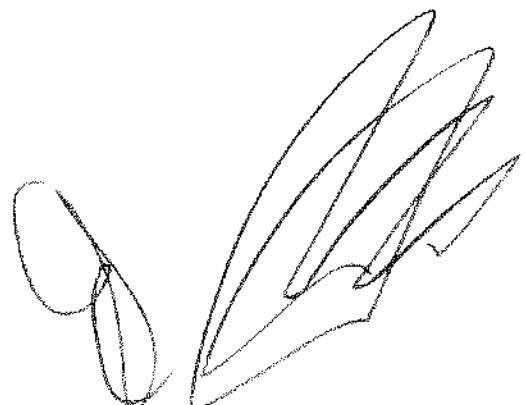
Account no: 1600032379

Branch: 632005

Bedrag R 17 041.01

Ref: 5286 2501 7136 2010

goedgekeur _____



FILENOTE

Matter: MAG21/0001 - Magon SP / Third Party Claim - 25/822809/11/0 ***
SETTLED***

Date: 2013/05/07

Made By: Jakkie Supra

Stage:

Note: Oorplasing

Discovery

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 1 22 400.00

Ref: S. Magon 142502254

goedgekeur_____

Oorplasing

Polmed

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 1 22 400.00

Ref: S. Magon 142502254

goedgekeur_____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a name, possibly 'Jakkie Supra'.

FILENOTE

Matter: MCM4/0001 - Du Plessis AS on behalf of H McMahon

Date: 2013/09/10

Made By: Jakkie Supra

Stage:

Note: Oorplasing

Polmed

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 830.22

Ref: 5286 2501 7136 2010 McMahon

goedgekeur _____

Oorplasing

Polmed

ABSA Bank

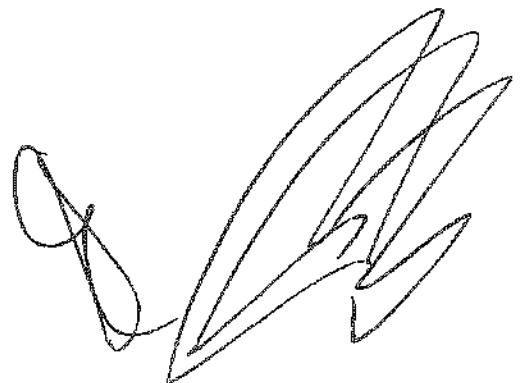
Account no: 1600032379

Branch: 632005

Bedrag R 830.22

Ref: 5286 2501 7136 2010 McMahon

goedgekeur _____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is highly cursive and appears to be a personal name.

1189

FILENOTE

Matter: DE138/0001 - Duane Thomas Comins // Third Party Claim

Date: 2013/12/12

Made By: Jakkie Supra

Stage:

Note: Oorplasing

Polmed

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 34 400

Ref: 5286 2501 7136 2028

goedgekeur_____

Oorplasing

Polmed

ABSA Bank

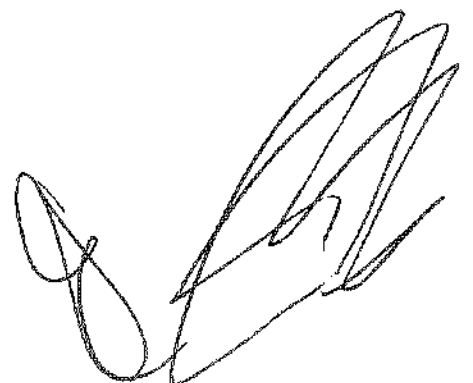
Account no: 1600032379

Branch: 632005

Bedrag R 34 400

Ref: 5286 2501 7136 2028

goedgekeur_____



17/3/10

FILENOTE

Matter: VIS41/0001 - Visagie PJJ / Third Party Claim

Date: 2014/03/17

Made By: Jakkie Supra

Stage:

Note: Oorplasing

Polmed

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 86 683.98

Ref: 5286 2501 7136 2028 VISAGIE

goedgekeur _____

Oorplasing

Polmed

ABSA Bank

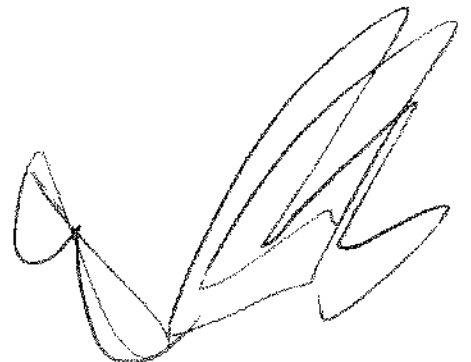
Account no: 1600032379

Branch: 632005

Bedrag R 86 683.98

Ref: 5286 2501 7136 2028 VISAGIE

goedgekeur _____

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, located in the bottom right corner of the page.

FILENOTE

Matter: PRE145/0001 - Michael Willem Pretorius // RAF - 67/1805296/04/0

Date: 2015/10/15

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 21 429.59

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur _____

Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 21 429.59

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur _____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name of the person who made the note.

FILENOTE

Matter: VAN833/0001 - Magrieta Francina Van Den Berg (now Engelbrecht)
// RAF (25/1300342/10/0) TR: 18-06-2019

Date: 2016/01/11

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 10 812.27

Ref: 5286 2501 7136 2028 Van Den Berg

goedgekeur_____

Oorplasing

POLMED

ABSA Bank

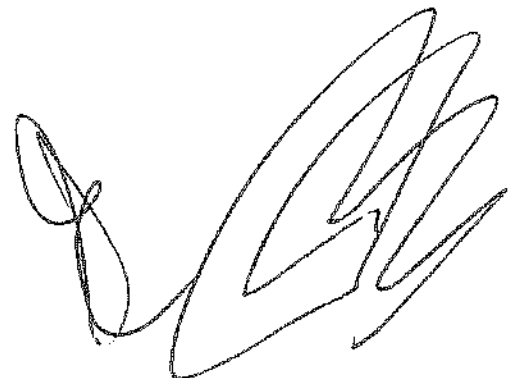
Account no: 1600032379

Branch: 632005

Bedrag R 10 812.27

Ref: 5286 2501 7136 2028 Van Den Berg

goedgekeur_____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name of the person who made the note.

14
JOB 13

FILENOTE

Matter: PRE82/0001 - Pretorius: Hendrik Adriaan // Third Party Claim
40/700585/31/4

Date: 2016/01/25

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 37 380.84

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur_____

Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 37 380.84

Ref: 5286 2501 7136 2028 Pretorius

goedgekeur_____

Two handwritten signatures in black ink, one smaller and one larger, located at the bottom right of the page.

184

FILENOTE

Matter: BOD26/0001 - Charles Peter Bodenstein / Henley Air (Pty) Ltd & Mr J Krafft

Date: 2016/09/06

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 81 380.84

Ref: 5286 2501 7136 2028 Bodenstein

goedgekeur_____

Oorplasing

POLMED

ABSA Bank

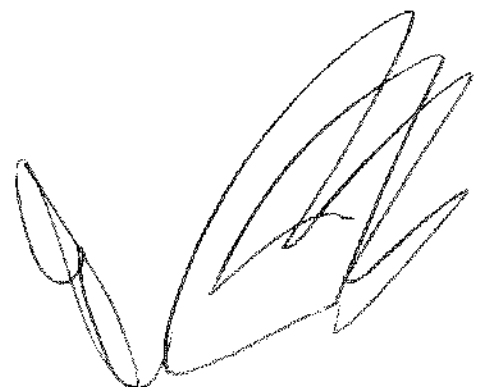
Account no: 1600032379

Branch: 632005

Bedrag R 81 380.84

Ref: 5286 2501 7136 2028 Bodenstein

goedgekeur_____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is highly cursive and difficult to decipher.

IB 15

FILENOTE

Matter: BAR134/0001 - Deon Barnard obo Jean-Heinrich Barnard // Road Accident Fund (509/12115182/201/0)

Date: 2016/10/06

Made By: Jakkie Supra

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 107 531.00

Ref: 5286 2501 7136 2028 Barnard

goedgekeur _____

Oorplasing

POLMED

ABSA Bank

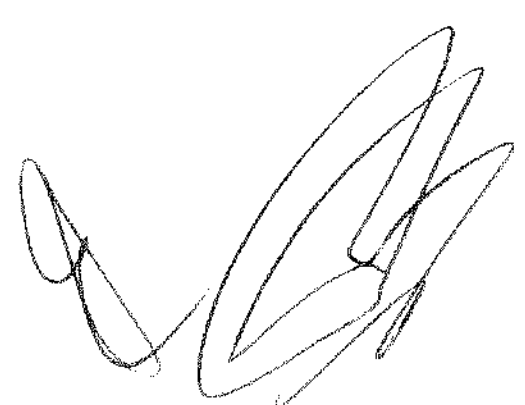
Account no: 1600032379

Branch: 632005

Bedrag R 107 531.00

Ref: 5286 2501 7136 2028 Barnard

goedgekeur _____

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a personal name.

IB 16

FILENOTE

6870

Matter: WAR6/0003 - HD Warden // Third Party Claim - 502/12070155/09/0

Date: 2017 01 23

Made By: Jakkie Supra

(E)

Stage:

Note: Oorplasing

POLMED

ABSA Bank

Account no: 1600032379

Branch: 632005

Bedrag R 34 000.00

Ref: 5286 2501 7136 2028 Warden

goedgekeur



Oorplasing

POLMED

ABSA Bank

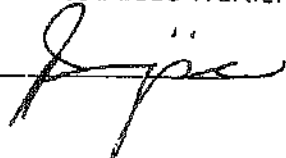
Account no: 1600032379

Branch: 632005

Bedrag R 34 000.00

Ref: 5286 2501 7136 2028 Warden

goedgekeur



Stamp: SIOBHAN 23 JAN 2017 with handwritten signature over it

No attachment invoice



6870
IB 17

FILENOTE

Matter: WAS9/0001 - JG Wassermann // Road Accident Fund (502/12222362/306/0)

Date: 2017-11-03

Made By: Jakkie Supra

Stage:

(X)

Note: Oorplasing aan : Polmed ✓

ABSA Bank

Account number: 1600032379 ✓

Branch Code: 632005

Ref: 528625017136 2010 Wasserman

Amount R 49 512.00 ✓

Goedgekeur 

Oorplasing aan : Polmed

ABSA Bank

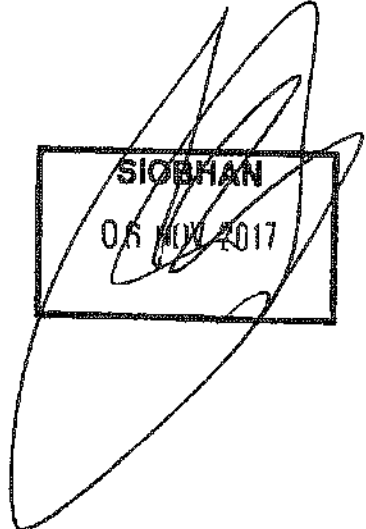
Account number: 1600032379

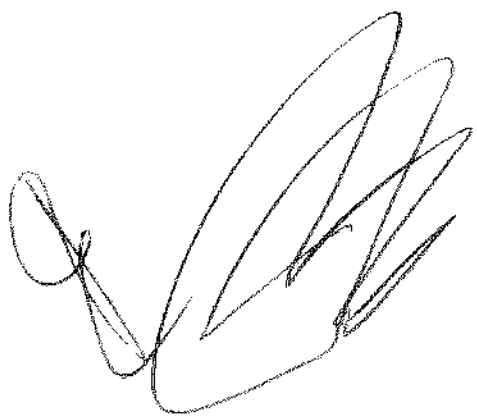
Branch Code: 632005

Ref: 528625017136 2010 Wasserman

Amount R 49 512.00

Goedgekeur 


SIQBHAN
06 NOV 2017



18 18



Our Investment Our Health Our Future

Our ref: 5B/000103964/10
JOHAN GEORGE WASSERMANN
125, 9th Street
Johannesburg
1501

Date: 11 May 2015
Reference: 810868672662/055/E7727
Member Number:000128665
Dependant:01

To Schumann Van Den Heever & Slabbert

Summary Information of Healthcare expenditure

We thank you for your letter dated 25 April 2015

Kindly take note that the amount of R 49 512.00 represents the final amount expended on behalf of Mr. Wassermann

We further confirm our account particulars are as follows:

PolMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2020 Wasserman

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Nedbank Plaza, c/o Stanza Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Page 1 of 1

18 19

6870

FILENOTE

Matter: VAN1423/0001 - Chellane van der Schyff // Road Accident Fund
(502/12279355/303/0)

Date: 2017-12-11

Made By: Jakkie Supra

Stage:

(A)

Note: Oorplasing aan Polmed

ABSA Bank

Account number 1600032379

Nbranch code: 632005

Amount R 76 648.40

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur

Oorplasing aan Polmed

ABSA Bank

Account number 1600032379

Nbranch code: 632005

Amount R 76 648.40

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur

SIOBHAN
17 DEC 2017



Our Investment Our Health Our Future

Our ref: 5B/000103964/10

Chellane Van Der Schyff
13 Antoinette Crescent
Boksburg
1545

Date: 11 May 2015

Reference: 8903010047089/E55/2015
Member Number:0001548665
Dependant:01

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 25 April 2014

Kindly take note that the amount of R 76 648.40 represents the final amount expended on behalf of Miss Van der Schyff

We further confirm our account particulars are as follows:

POLMED

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 v.d. Schyff

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Nedbank Plaza, c/o Stanza Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Page 1 of 1

18 21

FILENOTE

Matter: ROB80/0001 - Gerhardus Barnard Roberts // RAF (502/12290005/201/0) -
DOA: 19/07/2013

Date: 2018-01-19

Made By: Jakkie Supra

Stage:

Note: Oorplasing aan Polmed

ABSA Bank

Account number 1600032379

Branch code: 632005

Ref: 5286 2501 7136 2010 Roberts

Amount: R 368 395.50

Goedgekeur 

Oorplasing aan Polmed

ABSA Bank

Account number 1600032379

Branch code: 632005

Ref: 5286 2501 7136 2010 Roberts

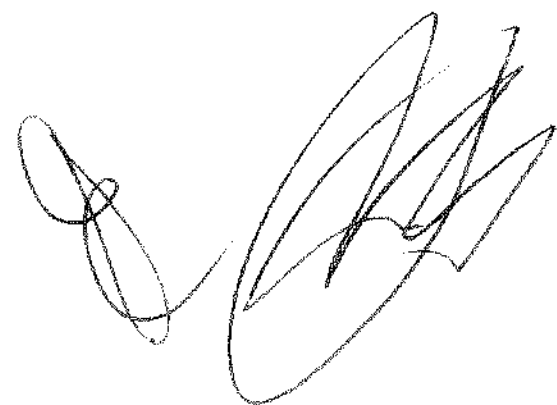
Amount: R 368 395.50

Goedgekeur 

6870

(T)

SIOBHAN
22 JAN 2018





Our Investment Our Health Our Future

Our ref: 5B/000103964/10

Gerhardus Barnard Roberts
2 Denora
Kempton Park
1620

Date: 11 May 2015

Reference: 8905010037027/E25/2013

Member Number:0001548665

Dependant:01

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 25 April 2015

Kindly take note that the amount of R 368 395.50 represents the final amount expended on behalf of Mr. G.B. Roberts

We further confirm our account particulars are as follows:

PoIMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Roberts

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Nedbank Plaza, e/o Stanza Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X14, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 433 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Page 1 of 1

20 23

FILENOTE

Matter: VAN1423/0001 - Chellane van der Schyff // Road Accident Fund
(502/12279355/303/0)

Date: 2018-07-02

Made By: Jakkie Supra

(E)

Stage:

Oorplasing aan Polmed

ABSA Bank

Account number 1600032379

Branch code: 632005

Amount R 383 152.53

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur 

Oorplasing aan Polmed

ABSA Bank

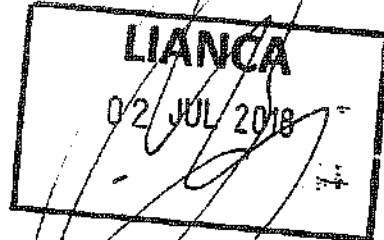
Account number 1600032379

Branch code: 632005

Amount R 383 152.53

Their ref: 5286 2501 7136 2010 v.d. Schyff

Goedgekeur 



Note:

36 24.



Our Investment Our Health Our Future

Our ref: 58/000103964/10

Chelane van Der Schyff
13 Antelope Crescent
Sokgong
1548

Date 11 May 2015

Account Number 1600032379
Branch Code 632005

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 24 April 2015

Kindly take note that the amount of R 383 152.53 represents the final amount expended on behalf of Miss. Van Der Schyff

We further confirm our account particulars are as follows:

PolMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 v.d. Schyff

We thank you in this regard.

CLIENT SERVICE DEPARTMENT

Medbank Plaza 100 Stanza Bopape and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag 110, Arcadia, Pretoria 0001

ENQUIRIES: Tel 0840 765 633 or 0800 POLMED Fax 0800 124 114 Email cs@medbank.co.za Webpage www.medbank.co.za

78 25



FILENOTE

Matter: MOK163/0001 - Podile Anastacia Mokoena // Third Party Claim
(502/12377304/03/0)

Date: 2018-08-01

Made By: Jakkie Supra

Stage:

(7)

Payment to:

Polmed ✓

ABSA Bank

account No: 1600032379

Branch Code: 632005

Ref: 5286 2501 7136 2010 Mokoena

amount R 238 588.75

Approved:

Payment to:

Polmed

ABSA Bank

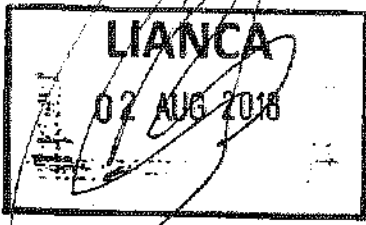
account No: 1600032379

Branch Code: 632005

Ref: 5286 2501 7136 2010 Mokoena

amount R 238 588.75

Approved:



Note:

28 76



Our Investment Our Health Our Future

Our ref: 5B/000103964/10

Podile Anastacia Mokoena
20 Lyster Avenue
Parys
9585

Date: 15 February 2018

Reference: 8905010037027/M5/2017
Member Number:0001584128
Dependant:03

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 15 February 2018

Kindly take note that the amount of R 238 588.75 represents the final amount expended on behalf of Miss. Mokoena

We further confirm our account particulars are as follows:

PolMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Mokoena

We thank you in this regard.

Yours sincerely

CLIENT SERVICE DEPARTMENT

Page 1 of 1

27

FILENOTE

Matter: POS20/0001 - Zaan Posthumus // Road Accident Fund
(502/12352036/303/0)

Date: 2018-08-31

Made By: Jakkie Supra

Stage:

Payment to:

Polmed ✓

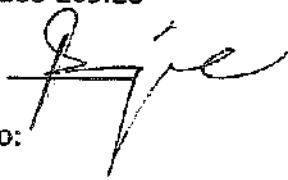
ABSA Bank

account No: 1600032379 ✓

Branch Code: 632005

Ref: 5286 2501 7136 2010 Posthumus

amount R 269 209.28

Approved: 

Payment to:

Polmed

ABSA Bank

account No: 1600032379

Branch Code: 632005

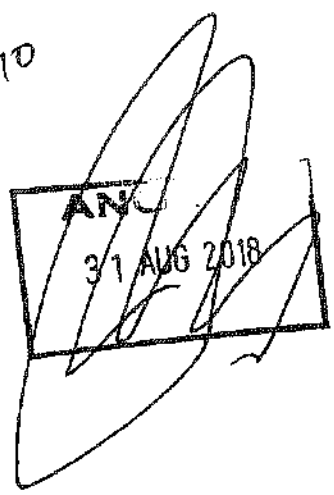
Ref: 5286 2501 7136 2010 Posthumus

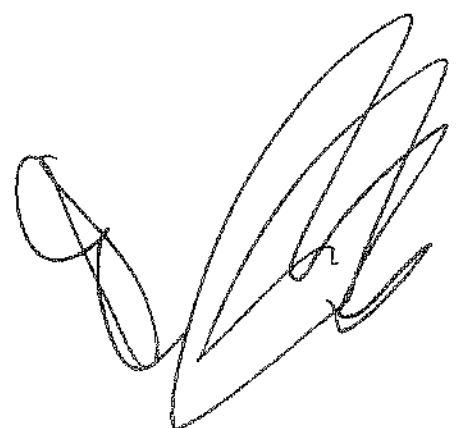
amount R 269 209.28

Approved: 

(6)

6870

ANC
31 AUG 2018




Note:

IB 28



Our Investment Our Health Our Future

Our ref. 58/000103964/10

Date: 27 February 2018

Zaan Posthumus
16 Kittyhawk Street
Kempton Park
1620

Reference: 8905010037031/M5/2017

Member Number:0001584115

Dependant:02

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 12 February 2018

Kindly take note that the amount of R 269 209.28 represents the final amount expended on behalf of Miss. Posthumus

We further confirm our account particulars are as follows

PolMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Posthumus

We thank you in this regard.

Yours sincerely

CLIENT SERVICE DEPARTMENT

Page 1 of 1

Nedbank Plaza c/o Stanza Bona and Steve Biko Streets, Arcadia, Pretoria 0083
Private Bag X14, Arcadia, Pretoria 0081

ENQUIRIES: Tel 0860 765 633 or 1840 POLMED Fax 1840 134 114 E-mail: enquiries@polmed.co.za Website: www.polmed.co.za

715 29

FILENOTE

Matter: DHL20/0001 - Thandi Caroline Dhlamini // Third Party Claim (claim number 509/12377304/35/1)

Date: 2018-10-22

Made By: Jakkie Supra

Stage:

(x)

6870

PAYMENT REQUEST

To: Polmed ✓

Bank: ABSA BANK

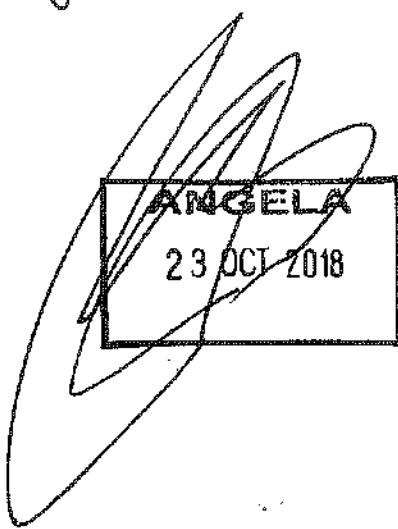
Acc No: 1600032379 ✓

Code: 632005

Ref: 5286250171362010 Dhlamini

Amount: R106 000.00

Approved 



ANGELA
23 OCT 2018

Note:

PAYMENT REQUEST

To: Polmed

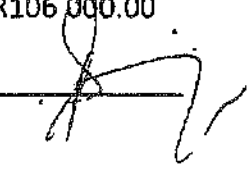
Bank: ABSA BANK

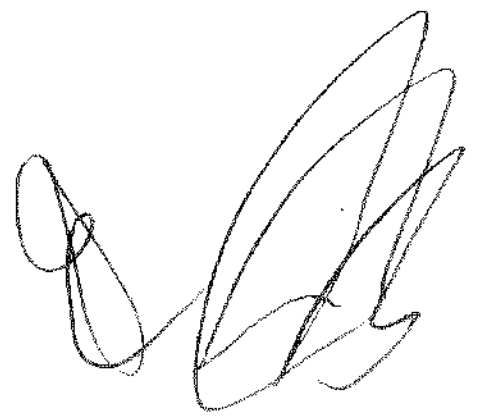
Acc No: 1600032379

Code: 632005

Ref: 5286250171362010 Dhlamini

Amount: R106 000.00

Approved 





Our Investment Our Health Our Future

Date: 25 March 2018

Thandi Caroline Dhlamini
4042 Vuka Section
Parys
1305

Reference: 5903080741085/M5/2014
Member Number:0001684225
Dependant:01

To Schumann Van Den Heever & Slabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 20 March 2018

Kindly take note that the amount of R 106 000.00 represents the final amount expended on behalf of Miss. Dhlamini

We further confirm our account particulars are as follows:

PolMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Dhlamini

We thank you in this regard.

Yours sincerely,

CLIENT SERVICE DEPARTMENT

Page 1 of 1

21

FILENOTE

Matter: MLA21/0001 - Sanah Nomuiselo Mlambo // Third Party Claim (claim 509/12401050/19/0)

Date: 2018-11-05

Made By: Jakkie Supra

Stage:

PAYMENT REQUEST

To: Polmed ✓

Bank: ABSA BANK

Acc No: 1600032379 ✓

Code: 632005

Ref: 5286250171362010 Mlambo

Amount: R 134 981.90

Approved _____

PAYMENT REQUEST

To: Polmed

Bank: ABSA BANK

Acc No: 1600032379 -

Code: 632005

Ref: 5286250171362010 Mlambo

Amount: R 134 981.90

Approved _____

(t) 6870

ANGELA
06 NOV 2018

Note:

IB 32.



Our Investment Our Health Our Future

Sanah Nombuiselo Mlambo
93A Delwer Street
Potchefstroom
2531

Date: 25 April 2018

Reference: 5906780741085/M5/2014

Member Number:0001685525

Dependant:01

To Schumann Van Den Haever & Siabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 20 March 2018

Kindly take note that the amount of R 134 981.90 represents the final amount expended on behalf of Miss. Mlambo

We further confirm our account particulars are as follows:

PoiMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Mlambo

We thank you in this regard

Yours sincerely,

CLIENT SERVICE DEPARTMENT

Page 1 of 1

IB 33

FILENOTE

Matter: MAH59/0001 - Shimane Stephen Mahlanyana // Road Accident Fund (Claim number 53/1318940/01/0)

Date: 2019-02-12

Made By: Jakkie Supra

Stage:

(t)

6870

PAYMENT REQUEST

To: Polmed

Bank: ABSA BANK

Acc No: 1600032379

Code: 632005

Ref: 5286250171362010 Mahlanyana

Amount: R45 855.82

Approved 

Note:

PAYMENT REQUEST

To: Polmed

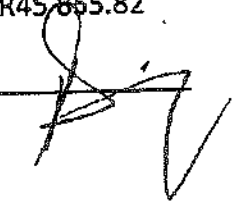
Bank: ABSA BANK

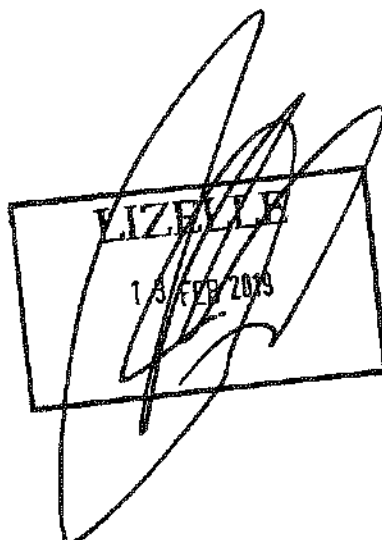
Acc No: 1600032379

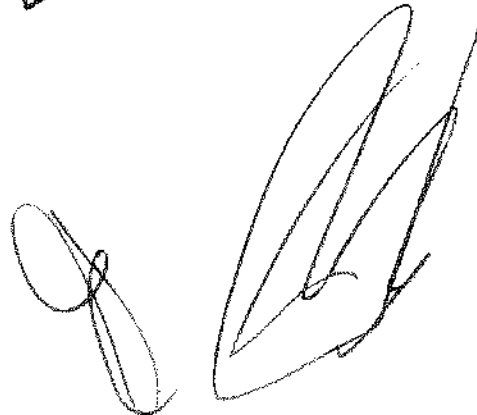
Code: 632005

Ref: 5286250171362010 Mahlanyana

Amount: R45 855.82

Approved 





18 34.



Gur Investment Gur Health Gur Future

Shimane Stephen Mahlanyana
3976 Umhohlo Street
Birch Acres
1618

Date: 25 November 2018

Reference: 5906795742585/M5/2014
Member Number:0001656525
Dependant:01

To Schumann Van Den Heever & Siabbert

Summary information of Healthcare expenditure

We thank you for your letter dated 20 November 2018

Kindly take note that the amount of R 45 855.82 represents the final amount expended on behalf of Mr. Mahlanyana

We further confirm our account particulars are as follows:

PoiMed

ABSA BANK

Account number: 1600032379

Branch code: 632005

Please us ref as : 5286 2501 7136 2010 Mahlanyana

We thank you in this regard.

Yours sincerely

CLIENT SERVICE DEPARTMENT

Nadbank Plaza, c/o Stanza Bopape and Steve Biko Streets. Arcadia, Pretoria 0083
Private Bag X16, Arcadia, Pretoria 0007

ENQUIRIES: Tel 0860 765 633 or 0860 POLMED Fax 0860 104 114 E-mail polmed@mhg.co.za Website www.polmed.co.za

Page 1 of 1

Diaised

Mpho Molokoane

From: Jakkie Supra <jakkiesupra8@gmail.com>
Sent: 27 September 2021 03:59 PM
To: Mpho Molokoane; Sakkie Bosman
Subject: FW: File ref: 5934/2020 Jakkie Supra's answer
Attachments: Jakkie Supra's answer to the report of A Reddy dated the 2021.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good day Mpho,

I refer to the above matter and please find attached hereto my answer to the report of Mr. Reddy.

If you have any further questions, kindly let me know.

Jakkie Supra
082 454 0667

Answer to the report of Mr. A Reddy dated the 2021

Due to the fact that I do not have access to the hard copy file or access to the Legal suite system, I cannot respond to each and every allegation contain in the report of Mr. Reddy and will indicate where I reserve my right to do so at a time and place when I am in the possession of the necessary information and documentation.

Ad Paragraph 1 Attendances

Ad paragraph 1.1

1. The contents of this paragraph is admitted.

Ad paragraph 1.2, 1.2.1, 1.2.2, 1.2.3. and 1.2.4

2. The contents of theses paragraph is admitted.

Ad paragraph 1.3

3. The contents of this paragraph is noted. As I did not sign for the copy of the mandate, I cannot admit nor deny this allegations.

AD paragraph 1.4

4. The contents of this paragraph is admitted.

Ad paragraph 1.5

5. The contents of this paragraph is admitted.

Ad paragraph 1.6

6. I cannot admit nor deny the allegation contained in the paragraph, as the letter dated 23rd of October 2020 was not addressed to me. I can only confirm the letter as attached, marked Annexure "C" to the report of Mr. Reddy.

Ad paragraph 1.7

7. I cannot admit nor deny the allegation contained in this paragraph as I did not compile nor deliver the flash drive as stated in this paragraph. I furthermore did not have knowledge of the contents that were stored on the flash drive.

AD Paragraph 2 Nature and Structure of Practice

Ad paragraph 2.1

8. The contents of this paragraph is confirmed.

Ad paragraph 2.2

9. The contents of this paragraph is confirmed.

Ad paragraph 2.3

10. The contents of this paragraph is confirmed.

Ad paragraph 2.4

11. At the time of the interview with Mr. Reddy, the firm comprised as per paragraph 2.4. As I am no longer involved in the firm, I cannot provide any further information.

Ad paragraph 2.5

12. The contents of this paragraph is admitted.

Ad paragraph 2.6

13. The contents of this paragraph is admitted.

Ad paragraph 2.7

14. The contents of this paragraph is admitted.

Ad paragraph 2.8

15. I confirm that Mr. Reddy enquired about the firm's fee agreements in respect of motor vehicle accident claims.

Ad paragraph 2.8.1

16. I confirm that all the clients entered into a contingency fee agreement as the clients did not have the means to afford the outlay of monies in advance towards their fees and disbursements.

Ad paragraph 2.8.2

17. Save to admit that it was a requirement that all records of all attendances had to be record as file notes, on the Legalsuite system, where possible. In some instances handwritten notes of attendances were made and place in the files or handwritten notes where made on the cover of the file.

Ad paragraph 2.8.3

18. I confirm the contents of this paragraph.

Ad paragraph 2.8.4

19. I confirm the contents of this paragraph.

Ad paragraph 2.9

20. I confirm the contents of this paragraph.

Ad Paragraph 3 Terms of reference and scope of inspection

Ad paragraph 3.1.1 to 3.2

21. The contents of these paragraphs are noted.

Ad Paragraph 4 Sources of information

Ad paragraph 4.1.1 to 4.1.6

22. The contents of these paragraphs are noted.

Ad Paragraph 5 Accounting and supporting records, systems and procedures

Ad paragraph 5.1.1

23. The contents of this paragraph is admitted.

Ad paragraph 5.1.2

24. The contents of this paragraph is admitted.

Ad paragraph 5.1.3

25. The contents of this paragraph is admitted.

Ad paragraph 5.2.1

26. Save to admitted the trust account detail, the remainder of the allegations in the paragraph cannot be admitted nor deny as I do not have access to the financial documents for the time stipulated in this paragraph.

Ad paragraph 5.2.2

27. The contents of this paragraph is admitted.

Ad paragraph 5.3.1

28. The contents of this paragraph is admitted.

Ad paragraph 5.3.2

29. The contents of this paragraph is admitted.

Ad paragraph 5.4.1.1

30. The contents of this paragraph is admitted.

Ad paragraph 5.4.1.2

31. The contents of this paragraph is admitted.

Ad paragraph 5.4.1.3

32. The contents of this paragraph is admitted.

Ad paragraph 5.4.1.4

33. Save to admit that he (Mr. Bosman) signed the requisition as evidence of him checking and authorising the payment.

Ad paragraph 5.4.1.5

34. The contents of this paragraph is admitted.

Ad paragraph 5.4.2

35. The contents of this paragraph is admitted.

Ad paragraph 5.4.3

36. The allegation in this paragraph is denied. I never had any access to the bank account nor did I ever authorise any payment.

Ad Paragraph 5.5 Fees journal and transfer procedure

Ad paragraph 5.5.1

37. The allegation in this paragraph is denied. Every person that had access to Legalsuite, had the system rights to record fees on Legalsuite.

Ad paragraph 5.5.2

38. The contents of this paragraph is admitted.

Ad paragraph 5.5.3

39. The contents of this paragraph is admitted.

Ad Paragraph 5.6 Retention of records

Ad paragraph 5.6.1

40. The contents of this paragraph is admitted.

Ad paragraph 5.6.2

41. The contents of this paragraph is admitted.

Ad Paragraph 6 Complaint from Stephen G. May Attorneys

Ad paragraph 6.1

42. The contents of this paragraph is noted.

Ad paragraph 6.2

43. Save to admit that Ms. Dhlamini was injured in a motor vehicle accident on the 1 September 2014. Furthermore I admit that Ms. Dhlamini was assisted by myself, who was a Director of the firm, Schumann Van Den Heever and Slabbert Inc. at the time, in lodging a claim against the Road Accident Fund.

44. I wish to state we received an offer of settlement on the capital of Ms. Dhlamini claim on the 14th of May 2018.

45. The remainder of the paragraph cannot be admitted nor denied as I have no knowledge thereof.

Ad paragraph 6.3

46. The contents of this paragraph is admitted.

Ad paragraph 6.4.1

47. The contents of this paragraph is admitted.

Ad paragraph 6.4.2

48. I deny the contents of this paragraph and put Ms. Dhlamini to the proof thereof. The first time I spoke to Ms. Dhlamini was when she arrived at the office of Schumann Van Den Heever and Slabbert Inc.

Ad paragraph 6.4.3

49. I deny the contents of this paragraph and put Ms. Dhlamini to the proof thereof. We had to travel to Buffelshoek police station on a few occasions to obtain the accident report for the matter of Ms. Dhlamini and therefore deny that we obtain her information from the her accident report.

Ad paragraph 6.4.4

50. The contents of this paragraph is admitted.

Ad paragraph 6.4.5

51. I cannot admit nor deny the contents of this paragraph and reserve my right to do so when I am in possession of Ms. Dhlamini's file.

Ad paragraph 6.4.6

52. The allegation in this paragraph is denied and Ms. Dhlamini is put to the proof thereof. It was clearly explained to Ms. Dhlamini, Ms. Mogale , Ms. Mokoena and Ms. Mlambo that all disbursement incurred on their matter will be deducted from the payment received from the RAF.

Ad paragraph 6.4.7

53. Save to admit that Ms. Dhlamini travelled to the firm's office and met with me and signed a bundle of documents, I deny that she did not understand the contents of the documents. I always went through every document with the client and explained every document prior to them signing the documents.

54. Therefore I put Ms. Dhlamini to the proof that she did not understand the contents of the documents that she signed.

60. I cannot admit nor deny the allegation in this paragraph in light of the fact that I do not have access to the hard copy file nor access to the LegalSuite program. I therefore reserve my right to comment on this paragraph once I have obtain the necessary information.

Ad paragraph 6.4.12

61. I cannot admit nor deny the allegation in this paragraph in light of the fact that I do not have access to the hard copy file or access to the LegalSuite program. I therefore reserve my right to comment on this paragraph once I have obtain the necessary information.

Ad paragraph 6.4.13

62. I cannot admit nor deny the contents contained in this paragraph and put Ms. Dhlamini to the proof thereof.

Ad paragraph 6.4.14

63. I cannot admit nor deny the contents contained in this paragraph and put Ms. Dhlamini to the proof thereof.

Ad paragraph 6.5.1

64. Save to admit that the amount we received for the capital portion of Ms. Dhlamini's claim was in an amount of R 683 454.90. I deny the remainder of the paragraph and put Ms. Dhlamini to the proof thereof.

Ad paragraph 6.5.2

65. Save to admit that the ledger printout of Ms. Dhlamini matter reflects a payment in the amount R 106 000.00 to "Polmed".

66. I cannot admit nor deny the remainder of the paragraph in light of the fact that I do not have access to the Ms. Dhlamini's file. I reserve my right to answer the allegation contained in this paragraph once I have received a copy of Ms. Dhlamini's file.

Ad paragraph 6.5.3

67. I admit the contents of this paragraph.

Ad paragraph 6.5.4

68. I cannot comment to the allegation contained in this paragraph due the fact that I do not have access to Ms. Dhlamini's file and reserve my right to do so once I have obtained a copy of Ms. Dhlamini's file.

Ad paragraph 6.5.5

69. Save to admit that a total amount of R 995 435.59 was paid into the firm's trust account, the remainder of the paragraph is denied and I put Ms. Dhlamini to the proof thereof.

Ad paragraph 6.5.6

70. I cannot admit nor deny the allegation contained in this paragraph due to the fact that I do not have access to Ms. Dhlamini's file. Therefore I reserve my right to answer the allegation contained in this paragraph once I have obtained a copy of Ms. Dhlamini's file.

Ad paragraph 6.5.7.1

71. I deny the allegation contained in this paragraph and put Ms. Dhlamini to the proof thereof.

Ad paragraph 6.5.7.2

72. I deny the allegation contain in this paragraph and put Ms. Dhlamini to the proof thereof.

Ad paragraph 6.5.7.3

73. As stated above I cannot admit nor deny the allegation contained in this paragraph due to the fact that I do not have access to Ms. Dhlamini's file and reserve my right to do so once I have obtained a copy of Ms. Dhlamini's file.

Ad paragraph 6.5.7.4

74. I cannot admit nor deny the allegation contained in this paragraph due to the fact that I do not have access to Ms. Dhlamini's file and reserve my right to do so once I have obtain a copy of Ms. Dhlamini's file.

Ad paragraph 6.6.1

75. The content of the paragraph is admitted.

Ad paragraph 6.6.2

76. I deny the allegations in this paragraph and put Mr. Crichton to the proof thereof.

Ad paragraph 6.6.3

77. Save to admit that I was responsible for the firm's RAF department and handled all claims against the R.A.F.

Step1 touting

78. The allegations contained in the paragraph are denied and Mr. Crichton is put to the proof thereof.
79. I deny ever using “runners”. We used “accident investigators” to obtain accident reports, affidavits of witnesses and medical records.
80. The firm would pay the “accident investigator” out of a bank account referred to as “business savings” depending on the amount of work they have done.

Step 2 Pre-litigation

81. Save to admit that clients would attend the firm's offices to sign a bundle of documents the remainder of the paragraph is denied and Mr. Crichton is put to the proof thereof.
82. We would arrange medical expert's appointments through a company called “Fundamedical” only after we have lodged the claim against the RAF.
83. There would be constant telephone consultation and in person consultation with the client throughout the litigation proses.

Step 3 Settlement

84. The allegations contained in this paragraph is denied and Mr. Crichton is put to the proof thereof. We did everything we could to ensure that the clients received the best possible settlement. We would present the client with all the medical legal reports and explain why we think the offer from the RAF is reasonable.

85. We would furthermore explain to the clients what their changes would be in obtaining a higher amount if the matter would proceed on trial.
86. In most of our matters we would only receive an offer from the RAF at court when the matter is on the trial roll.
87. The offer would be given over the phone, sms or whatsapp to counsel or myself. We would then sit and write the offer down to explain and show the client what the offer is and how the RAF got to the offer.
88. In the event that the client is satisfied with the offer, we would proceed and draft the draft order, furthermore as in Ms. Dhlamini's matter, we would proceed and draft the contingency fee affidavit, which will be explain to the client. The said affidavits would be signed by the client in front of the commissioner of oath.
89. We will show the client what he/ she can expect from the settlement as the account for the client or the bill of cost is not yet drafted.
90. The client would see the draft order and the contingency fee affidavit, as this attached to the draft order that is handed up at court.
91. I confirm that we would proceed and make the settlement and order of court.
92. The remainder of the allegation is denied and Mr. Crichton is put to the proof thereof.

Step 4 Drafting the bill of costs

93. I confirm that the bill of cost would be drafted once the settlement agreement was made an order of court.

94. I deny that the firm avoided taxation and put Mr. Crichton to the proof thereof.
95. The firm would negotiate with the RAF Attorneys or the costs consultants to obtain the best possible settlement on the bill of cost. If the best possible settlement was not forthcoming, the bill of cost would proceed on taxation.
96. I deny that the bill of cost was inflated by the inclusion of fictitious attendances/consultation, fictitious telephone calls, letter and e-mails and inflation of the counsel's invoices and put Mr. Crichton to the proof thereof.
97. The correspondent bill was drafted by the firm, and all items on the correspondent bill was done by the correspondent or the firm.

Step 5 Fee transfers

98. I confirm that in some matters, the firm would fee the party and party costs received from the R.A.F.
99. This was done in line of the case law applicable at the time on the workings of the contingency fee agreement. As per the article in the De Rebus Decoding s 2(1)(a) and (b) of the Contingency Fees Act - De Rebus
100. Up to October 2019, when the Legal Practice Council in terms of Section 6 of the Contingency Fee Act published it in the Government Gazette there were a lot of uncertainties about which case law to follow with the interpretation of the Contingency Fee Act.

Ad paragraph 6.7

101. I take note of the content contained in this paragraph.

Ad paragraph 6.7.1

102. I deny the allegation contained in this paragraph and put Mr. May to the proof thereof.

103. I deny that we received the accident report from a SAPS member from the Parys Police Station and put Mr. May to the proof thereof.

104. The firm had to attend to the Buffelsfontein police station on a few occasions to obtain the accident report of Ms. Dhlamini.

Ad paragraph 6.7.2

105. I deny the allegation contained in this paragraph and put Mr. May to the proof thereof.

106. Every client of the firm filled in a client form, which had the firm normal fee structure and hourly rate attached to it. The client had to initial every page of the client form and firms fee schedule.

107. As I do not have access to client files and I will not be able to attach the client registration form. Therefore I reserve my right to attached Ms. Dhlamini's client form, once I have obtained a copy of the Ms. Dhlamini's file.

Ad paragraph 6.7.3

108. I deny the allegation contained in this paragraph and put Mr. May to the proof thereof.

109. If the merits of the matter were in dispute, then the witnesses would be at court or on standby to come through to court as soon as we know when the trial would start.
110. With the medical expert, we had an arrangement that they will be on standby and if there is a dispute about their report, the expert would come through to court to come and testify. It does not make sense to have medical experts waiting around at court, if we are not sure that the matter can proceed on trial, i.e. that matter cannot be settled, there is a court available and that there is a Judge available.

Ad paragraph 6.7.4

111. Save to admit that the client would be informed of any and all settlement offer received from the R.A.F. the remainder of the paragraph is denied and Mr. May is put the proof thereof.
112. Once we have received a settlement offer from the Attorneys of the R.A.F., counsel and I would work through the offer to see if it is an acceptable offer. If not we would make the R.A.F. a counter offer.
113. We would inform the client of the settlement offer, explain to the client how the R.A.F. got to the amount and show the client in terms of the medical expert reports if we will be able to obtain a better offer.
114. We would explain all the risks to the client if we accept the offer and if we wish to proceed with the matter to trial.
115. Then we will ask the client for their instructions.

Ad paragraph 6.7.5

116. The allegation contained in this paragraph is denied and Mr. May is put to the proof thereof.

Ad paragraph 6.7.6

117. I deny the allegation contained in this paragraph and put Mr. May to the proof thereof.

118. The amount that the firm deduct from the settlement depends on the amount of the settlement. If the amount is under R 1 000 000.00 then we would deduct 25% of the settlement amount and pay the remainder over to the client.

Ad paragraph 6.7.7

119. The allegation contained in this paragraph is denied and Mr. May is put to the proof thereof.

Ad paragraph 6.7.8

120. The allegation contained in the paragraph is denied and Mr. May is put to the proof thereof.

121. On the day that the Anton Piller Order was executed, the independent Attorney did a search on the firms Legal Suite and identified 30 files that falls within the scope of the order.

122. Out of these 30 identified files 21 were handed over to the Sheriff.

123. We did a further search for the files that could not be found and found 3 more files, which were handed over to the Sheriff as well.

Ad paragraph 6.7.9

124. I deny the allegation contained in this paragraph and put Mr. May to the proof thereof.

Ad paragraph 6.7.10

125. I deny the allegation contained in this paragraph and put Mr. May to the proof thereof.

126. Jacques Swanepoel Attorneys was appointed as an active correspondent. All the items that were included in the bill of cost that the firm drafted on behalf of the correspondent were done either by the firm or the correspondent.

Ad paragraph 6.7.11

127. The allegation contained in this paragraph are denied and I put Mr. May to the proof thereof.

Ad paragraph 6.8.

128. I confirm that Mr. Reddy discussed the allegation levelled against the firm in the meeting on the 22nd of October 2020.

Ad paragraph 6.8.1

129. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.1.1

130. I confirm the contents of this paragraph.

Ad paragraph 6.8.1.2

131. I confirm the contents of this paragraph. After further investigation I can confirm that we did pay for Mr. Dhlamini transport to our office.

Ad paragraph 6.8.2.

132. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.2.1

133. I confirm the contents of this paragraph.

Ad paragraph 6.8.3

134. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.3.1

135. I confirm the contents of this paragraph.

Ad paragraph 6.8.3.2

136. I confirm the contents of this paragraph.

Ad paragraph 6.8.3.3

137. I confirm the contents of this paragraph.

Ad paragraph 6.8.4

138. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.4.1

139. I confirm the contents of this paragraph.

Ad paragraph 6.8.4.2

140. I confirm the contents of this paragraph.

Ad paragraph 6.8.4.3

141. I confirm the contents of this paragraph.

Ad paragraph 6.8.4.4

142. As to admit that in Ms. Dhlamini's case there were no witnesses for the merits of the matter, there were witnesses for the quantum of the matter.

Ad paragraph 6.8.4.5

143. I confirm the contents of this paragraph.

Ad paragraph 6.8.5

144. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.5.1

145. I confirm the contents of this paragraph.

Ad paragraph 6.8.5.2

146. I deny the contents of this paragraph and put Mr. Reddy to the proof thereof.

147. My response to Mr. Reddy was that since the Anton Piller was served on the firm, the firm started to issue statement of accounts to clients.

Ad paragraph 6.8.5.3

148. I confirm the contents of this paragraph.

Ad paragraph 6.8.5.4

149. Save to admit that clients would be informed that they would receive 75% of the settlement amount less any amounts to be paid to bridging financiers.

150. Furthermore is save to admit that I explained to Mr. Reddy about the bridging finance.

151. I deny that the firm has contravened the Rule 54.12 of the Legal Practice Council Rule and put Mr. Reddy to the proof thereof.

Ad paragraph 6.8.6

152. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.6.1

153. I confirm the contents of this paragraph.

Ad paragraph 6.8.6.2

154. I confirm the contents of this paragraph.

Ad paragraph 6.8.7

155. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.7.1

156. I confirm the contents of this paragraph.

Ad paragraph 6.8.7.2

157. I confirm the contents of this paragraph.

Ad paragraph 6.8.7.3

158. I confirm the contents of this paragraph.

Ad paragraph 6.8.8

159. I confirm that Mr. Reddy asked about the allegation.

Ad paragraph 6.8.8.1

160. I confirm the contents of this paragraph.

Ad paragraph 6.8.8.2

161. I confirm the contents of this paragraph.

Ad paragraph 6.8.8.3

162. I deny the allegation contained in this paragraph and put Mr. Reddy to the proof thereof.

163. In terms of the Court of the Anton Piller, the Court set certain parameters which the matter had to comply with. There were as per the independent Attorney and expert from LegalSuite only about 30 files which fell within this parameters.

164. Whereas the letter from Mr. Reddy dated the 23rd of October 2020, which is 5 months after the dated of the Anton Piller order, did not have the same parameters and requested for all the closed files since 2015.

165. Therefore there seems to be a lot more closed files, but most of the closed files, is where the firm never proceeded with a claim against the R.A.F. due to different reasons.

Ad paragraph 6.9

166. Save to admit that the summary contained in the this paragraph is of the ledger attached marked Annexure "G1", I cannot admit nor deny the content of this paragraph due to the fact that I am not in possession of the Ms. Dhlamini's file.

167. I reserve my right to answer to the contents in this paragraph once I have obtained a copy of Ms. Dhlamini's file.

Ad paragraph 6.10

168. I deny the content of this paragraph and put Mr. Reddy to the proof thereof.

169. I have assert Mr. Reddy that the firm fees would amount to 25% of the capital award plus the party and party cost in a cases where the claim value was less than R 1 million.

170. Therefore I deny that the firm did not comply with the provisions of the Contingency Fees Act 66 of 1997 and that the directors of the firm thus contravened paragraph 18.7 of the Code of Conduct.

Ad paragraph 6.11

171. Save to admit that the trust creditors ledger reflects a payment in the amount of R 106 000.00 on 23 October 2018 to "Plomed". I cannot admit nor deny the remainder of the paragraph at this stage due to the fact that I do not have a copy of the Ms. Dhlamini's file.

172. I therefore reserve my right to answer the contents of this paragraph once I have obtained the copy of Ms. Dhlamini's file.

Ad paragraph 6.11.1 and 6.11.2

173. The contents of these paragraph are noted.

Ad paragraph 6.12

174. Save to admit that Ms, Dhlamini's founding affidavit in relation to her ex parte application for an Anton Piller order stated that she is a retired teacher, I cannot admit nor deny the remainder of the paragraph due to the fact that I do not have a copy of Ms. Dhlamini's file.

175. I reserve my right to answer the contents of this paragraph once I have received a copy of Ms. Dhlamini's file.

Ad paragraph 6.13

176. I admit that the credit ledger indicates a payment in the amount of R 1 370.00 to Swanepoel Attorney. I furthermore admit that the correspondent's fees and disbursements after taxation amounted to R 42 263.99.
177. I deny that the correspondent attorney's bill of costs was inflated and put Mr. Reddy to the proof thereof. All the items of the correspondent attorney's account was done by the firm or the correspondent attorney.
178. Therefore I deny that I practice dishonest and defrauded the Road Accident Fund. I furthermore deny that I contravened paragraph 3.1 of the Code of Conduct in that I failed to act with honesty and integrity and put Mr. Reddy to the proof thereof.
179. I admit the letter attached marked Annexure "R" and the content thereof.

Ad paragraph 6.14.1

180. I confirm that the bill of costs reflects a disbursement in respect of Adv. Darby in an amount of R 10 800.00.
181. This amount was included in the total amount paid to Adv, Darby.

Ad paragraph 6.14.2

182. Save to confirm that the invoice from Fundamedical for the report of Dr. J.J. Schutte was for amount of R 5 700.00.
183. I cannot admit nor deny the remainder of the contents of this paragraph due to the fact that I do not have a copy of the Ms. Dhlamini's file.
184. I reserve my right to answer to the contents of this paragraph once I received a copy of Ms. Dhlamini's file.

Ad paragraph 6.15

185. I take note of the contents of this paragraph.

Ad paragraph 7 Ms Mamolefe Annah Mogale

Ad paragraph 7.1.

186. I confirm that contents of this paragraph.

Ad paragraph 7.1.1

187. I admit the contents of this paragraph.

Ad paragraph 7.1.2

188. I deny the allegation contained in this paragraph and put Ms Mogale to the proof thereof.

189. I deny that I saw the police accident report prior to consulting with the clients.

Ad paragraph 7.1.3

190. I deny the contents of this paragraph and put Ms Mogale to the proof thereof.

191. Ms. Mogale, Ms Mlambo and Ms. Dhlamini came to firm's office on the 10th of February 2015. I cannot attached Ms. Mogale client's registration form due to the fact that I am not in possession of her file.

192. I reserve my right to provide necessary proof once I have obtain a copy of Ms. Mogale's file.

Ad paragraph 7.1.4

193. Save to admit that Ms. Mogale travelled to Johannesburg for her medical consultations and that the firm paid for her travel expenses, I deny that she only became aware that the cost of the travel was debited to her account when she drafted the affidavit and put her to the proof thereof.
194. Ms. Mogale was informed in the first consultation that all the expenses for her matter will be paid by the firm and debited to her account.

Ad paragraph 7.1.5

195. I confirm the contents of this paragraph.

Ad paragraph 7.1.6

196. I deny the allegation contained in this paragraph and put Ms. Mogale to the proof thereof.
197. I met with Ms. Mogale at the coffee shop and consulted with her and Adv. Darby before the trial roll started.
198. After settlement negotiation with the R.A.F.'s attorney, we were given the settlement offer either over the phone or per WhatsApp or messages.
199. I wrote down the breakdown of the settlement on paper in order to show and explain to Ms. Mogale how the R.A.F. got to the amount.
200. The settlement amount was R 249 314.00.
201. I am not in possession of Ms. Mogale's file to state what amount was for pain and suffering and what amount was for loss of earning.
202. I reserve my right to provide the necessary details once I have obtained a copy of Ms. Mogale's file.

Ad paragraph 7.1.6

203. I deny the allegations contained in this paragraph and put Ms. Mogale to the proof thereof.
204. I always explained to the clients how the R.A.F. got to the settlement and showed them in terms of the medical legal report if the settlement amount is reasonable.
205. Thereafter I explained to the client all the risks if they wish to proceed with the matter on trial and asked for the client's instructions.
206. I am not in possession of Ms. Mogale's file to attach her contingency fee affidavit in which she confirm that I have shown and explained to her the settlement offer and that she was satisfied with the offer.
207. I reserve my right to attached same once I have received a copy of Ms. Mogale's file.

Ad paragraph 7.1.7

208. I deny the allegations contained in this paragraph and put Ms. Mogale to the proof thereof.
209. If Ms. Mogale is referring to the contingency fee affidavit, I confirm that she was explained the contents thereof and that Ms. Mogale, in front of a commissioner of oath, admitted that the contents of the affidavit was explained and that she understood the contents.

Ad paragraph 7.1.8

210. I confirm the contents in this paragraph.
211. Due to the matter proceeding to the settlement roll, and the court was also full with Attorneys and Advocates, I asked the client if they want to come with me into court or do they wish to wait for us outside the court room.

Ad paragraph 7.1.9

212. I cannot confirm nor deny the contents of this paragraph due the fact that I am not in possession of Ms. Mogale's file.
213. I reserve my right to answer to the contents of this paragraph once I have obtained a copy of Ms. Mogale's files.

Ad paragraph 7.1.10

214. I confirm the contents of this paragraph.
215. I reserve my right to answer Ms. Mogale affidavit attached marked "J1" once I have obtained a copy of Ms. Mogale's file.

Ad paragraph 7.2

216. Save to admit that this is the summary of the trust creditor ledger, attached marked "J2".
217. I cannot confirm nor deny the remainder of the content of this paragraph due to the fact that I am not in possession of the file of Ms. Mogale nor do I have access to the LegalSuite system.
218. I reserve my right to answer to the contents of this paragraph until such time as I have a copy of Ms. Mogale's file.

Ad paragraph 7.3.

219. I deny the contents contained in this paragraph and put Mr. Reddy to the proof thereof.
220. As was explained to Mr. Reddy, the firm retains 25% from the capital amount.
221. Ms. Mogale was paid 75% of the capital amount.

222. I deny that the directors of the firm have contravened paragraph 18.7 of the Code of Conduct.

Ad paragraph 7.4

223. I confirm that Ms. Mogale received 75% of the capital award that the firm retained the party and party cost.

224. The remainder of the allegations contained in this paragraph are denied and Mr. Reddy is put to the proof thereof.

Ad paragraph 7.5

225. I confirm the contents of this paragraph.

Ad paragraph 7.6

226. Save to confirm that the trust creditors ledger confirms a payment of R 357 795.51 paid into the trust banking account on 27th of March 2019.

Ad paragraph 7.7

227. Save to admit that an amount of R 1 165.00 as per the ledger was paid to Swanepoel Attorneys, the remainder of the paragraph is denied and Mr. Reddy is put to the proof thereof.

228. I deny that the correspondent attorney's bill of costs was inflated. All the items as per the correspondent attorney's bill of costs was done by the Swanepoel Attorneys or the firm.

Ad paragraph 7.8

229. Save to admit that the ledger reflect the following disbursements.

Ad paragraph 7.8.1

230. I cannot comment on this paragraph due to the fact that I am not in the possession of a copy of Ms. Mogale's file.

231. I reserve my right to do so once I have obtained a copy of Ms. Mogale's file.

Ad paragraph 7.8.2

232. I confirm that as per the ledger that a total amount of R 57 600.00 was paid to Adv. Darby.

233. This matter was placed on the trail roll and only settled on the day of the trail.

234. Once I have obtained a copy of the Mogale's file, I will be able to provide the necessary proof hereof.

Ad paragraph 7.8.3

235. I take note of the contents contained in this paragraph.

Ad paragraph 8 Ms. Podile Anastacia Mokoena

Ad paragraph 8.1

236. I confirm that Ms. Dhlamini's application was supported by an affidavit deposed by Ms. P.A. Mokoena.

Ad paragraph 8.1.1

237. I confirm that contents of this paragraph.

Ad paragraph 8.1.2.

238. I cannot confirm nor deny the contents contained in this paragraph.

239. I am not in possession of a copy of Ms. Mokoena's file.

240. I reserve my right to answer to the allegation contained in this paragraph once I have received a copy of Ms. Mokoena's file.

Ad paragraph 8.1.3

241. I deny the allegations contained in this paragraph and put Ms. Mokoena to the proof thereof.

242. I deny that I had seen the accident report prior to the client coming to the firm to be sign.

Ad paragraph 8.1.4

243. I deny the allegation contained in this paragraph and put Ms. Mokoena to the proof thereof.

244. I saw Ms. Mokoena, Ms. Dhlamini, Ms. Mogale all on the 10th of February 2015.

245. I deny the remainder of the allegations contained in this paragraph.

246. Due to the fact that I am not in possession of the Ms. Mokoena's file, I cannot provide the necessary proof.

247. I reserve my right to answer to the allegation contained in this paragraph once I have obtained a copy of Ms. Mokoena's file.

Ad paragraph 8.1.5

248. I cannot confirm nor deny the allegations contained in this paragraph due to the fact that I do not have a copy of Ms. Mokoena's file.

249. I reserve my right to answer to the allegation contained in this paragraph once I have received a copy of Ms. Mokoena's files.

Ad paragraph 8.1.6

250. I deny the allegation contained in this paragraph and put Ms. Mokoena to the proof thereof.

251. I didn't have any medical record or any expert report for Ms. Mokoena in her first consultation. Therefore I would not have been in a position to inform her what her claim would be.

252. I can only inform a client what their claim would be once I have all their medical records and all the medical legal reports from the experts.

Ad paragraph 8.1.7

253. I deny the allegation contained in this paragraph and put Ms. Mokoena to the proof thereof.

254. I always sit and discuss and explain in terms of the medical legal reports of the client why the settlement offer received from the R.A.F should be considered.

255. I always request the client's instruction if they wish to settle or proceed on trial.

Ad paragraph 8.1.8

256. Save to confirm that the client agreed to settle and that the settlement agreement was made an order of the court, the remainder of the paragraph is denied and Ms. Mokoena is put to the proof thereof.

Ad paragraph 8.1.9

257. I cannot confirm nor deny the allegation contained in this paragraph due to the fact that I am not in possession of the file of Ms. Mokoena.

258. I reserved my right to answer to the allegation in this paragraph once I received a copy of Mokoena's file.

Ad paragraph 8.1.10

259. I deny the allegation contained in this paragraph and put Ms. Mokoena to the proof thereof.

260. The firm will always provide the client with a stamped settlement agreement if we have received same from the court and the client request a copy.

Ad paragraph 8.1.11

261. I cannot confirm nor deny the allegation contained in the paragraph due to the fact that I am not in possession of a copy of Ms. Mokoena's file.

262. I reserve my right to do so, once I am in possession of copy of the Ms. Mokoena's file.

263. I furthermore reserve my right to answer to Ms. Mokoena's affidavit as per Annexure "K1" once I am possession of a copy of the Ms. Mokoena's file.

Ad paragraph 8.2.

264. Save to admit that this is a summary of the trust credit ledger of Ms. Mokoena's file as per Annexure "K2".

Ad paragraph 8.3

265. I deny the allegation contained in this paragraph and put Mr. Reddy to the proof thereof.

266. I deny that the fees debited in the matter did not comply with provision of the Contingency Fees Act.

267. I furthermore deny that the directors of the firm have contravened paragraph 18.7 of the Code of Conduct.

Ad paragraph 8.4

268. I take note of the content of this paragraph and cannot confirm nor deny the content due to the fact that I am not in possession of Ms. Mokoena's file.

269. I reserve my right to answer to this paragraph once I have obtained a copy of Ms. Mokoena's file.

Ad paragraph 8.5

270. I cannot confirm nor deny any of the allegations contained in this paragraph due to the fact that I am not in possession of Ms. Mokoena's file.

271. I reserve my right to answer to the allegations in this paragraph once I have obtained a copy of Ms. Mokoena's file.

Ad paragraph 8.6

272. Save to admit that the ledger reflects the high value disbursement, I cannot admit nor deny the content of this paragraph due to the fact that I am not in possession of Ms. Mokoena's file.

273. I reserve my right to answer to the content of this paragraph once I have received a copy of Ms. Mokoena's file.

Ad paragraph 9 Ms. Sanah Nomuiselo Mlambo

Ad paragraph 9.1

274. I confirm that contents of this paragraph.

Ad paragraph 9.1.1

275. I cannot confirm nor deny the allegations contain in this paragraph due to the fact that I am not in possession of Ms. Mlambo's file.

276. I reserve my right to answer to the allegation contained in this paragraph once I am in possession of Ms. Mlambo's file.

Ad paragraph 9.1.2

277. I confirm the allegation contained in this paragraph.

Ad paragraph 9.1.3

278. I cannot confirm nor deny the allegation contained in the paragraph. I am not in possession of Ms. Mlambo's file.

279. I reserve my right to answer to the allegation contained in the paragraph once I am in possession of Ms. Mlambo's file.

Ad paragraph 9.1.4

280. Save to admit that the court date was the 26th of April 2018, the remainder of the paragraph is denied and Ms. Mlambo is put to the proof thereof.

Ad paragraph 9.1.5

281. I cannot confirm nor deny the allegation contained in this paragraph as I am not in possession of Ms. Mlambo's file.

282. I reserve my right to answer the allegation contained in this paragraph once I have obtained a copy of Ms. Mlambo's file.

Ad paragraph 9.1.6

283. Save to admit that I explained the settlement amount to Ms. Mlambo, I cannot confirm nor deny the remainder of the paragraph as I am not in possession of Ms. Mlambo's file.

284. I reserve my right to answer to the allegations contained in this paragraph once I received a copy of Ms. Mlambo's file.

Ad paragraph 9.1.7

285. Save to admit that Ms. Mlambo never gave evidence at court, I take note of the remainder of the contents of this paragraph.

Ad paragraph 9.1.8

286. Save to admit that the 10% apportionment have been a settlement on the merits, the remainder of the paragraph is denied and Ms. Mlambo is put to the proof thereof.

287. I deny that I would ever accept any settlement offer on a client's matter without discussing and explain the settlement offer to the client and obtaining instructions from the client.

Ad paragraph 9.1.9

288. I deny the allegation contained in this paragraph and put Ms. Mlambo to the proof thereof.

289. The firm would also provide the client with a stamp copy of the court order, if the client request same, and the firm have obtained same from the court.

Ad paragraph 9.1.10

290. I take note of the contents of this paragraph.

Ad paragraph 9.1.11

291. I cannot admit nor deny the allegation contained in this paragraph as I am not in possession of the Ms. Mlambo's file.

292. I reserve my right to answer to the allegation contained in the paragraph once I have received a copy of Ms. Mlambo's file.

Ad paragraph 9.1.12

293. I cannot admit nor deny the allegation contained in this paragraph as I am not in possession of the Ms. Mlambo's file.

294. I reserve my right to answer the allegation contained in this paragraph once I have received a copy of Ms. Mlambo's file.

295. I furthermore reserve my right to answer to Ms. Mlambo's affidavit Annexure "L1" once I have received the copy of Mlambo's file.

Ad paragraph 9.2

296. Save to admit that this is a summary of the trust creditor ledger account of Ms. Mlambo as per Annexure "L2".

Ad paragraph 9.3

297. I deny the allegation contained in this paragraph and put Mr. Reddy to the proof thereof.

298. I deny that the firm's fees were in excess of the maximum fee permitted in terms of the Contingency Fees Act.

299. I furthermore deny that the directors of the firm have contravened paragraph 18.7 of the Code of Conduct in that the client was overreached and put Mr. Reddy to the proof thereof.

Ad paragraph 9.4

300. I take note of the contents contained in this paragraph.

Ad paragraph 9.5

301. Save to admit that the firm does not deduct any disbursements from the capital amount received on the client's file. The remainder of the allegations contained in the paragraph are denied and Mr. Reddy is put to the proof thereof.

Ad paragraph 9.6

302. I cannot admit nor deny the allegation contained in this paragraph as I am not in possession of the Ms. Mlambo's file.

303. I reserve my right to answer the allegation contained in this paragraph once I have received Ms. Mlambo's file.

Ad paragraph 9.7

304. I admit the contents of this paragraph.

Ad paragraph 9.8

305. I admit the contents of this paragraph.

Ad paragraph 9.9

306. Save to admit that the amount of R 1 165.00 was paid to correspondent Attorney Swanepoel Attorneys, I deny the remainder of the allegations contained in the paragraph and put Mr. Reddy to the proof thereof,

307. I deny that the correspondent attorney's bill of costs was inflated in order to obtain a higher settlement in respect of costs from the R.A.F

308. All the items contained on the correspondent Attorney Swanepoel Attorneys account were done by Swanepoel Attorneys or the firm.

Ad paragraph 9.10

309. I take notes of the contents of this paragraph.

Ad paragraph 9.11

310. I take note of the contents of this paragraph.

Ad paragraph 9.12

311. I confirm that I and Mr. Bosman met with Mr. Reddy on the 22nd of October 2020.

312. In the same period of the time the firm was busy with FundaMedical, as FundaMedical stated that on a few matters, the firm did not pay the balance on the their invoice due to them.

313. The firm have an arrangement with FundaMedical that half of the invoice need to be paid on delivery of the medical legal report. The second half of the invoice needed to be paid as soon as the disbursement have been received from the R.A.F.

314. In the matter of Ms. Mlambo, the firm forgot to pay the second half of three of FundaMedical's invoices as per the arrangement.

315. Once this was brought under the attention of the firm by FundaMedical, we reversed the fees and made the necessary payments to FundaMedical.

Ad paragraph 9.13

316. I take note of the contents contained in this paragraph.

Ad paragraph 10 Mr. Mongezi Xakama

Ad paragraph 10.1

317. I confirm the contents of this paragraph.

Ad paragraph 10.1.1 to 10.1.3

318. I cannot admit nor deny contents of this paragraph due to the fact that I am not in possession of Mr. Xakama's file.

319. I reserve my right to answer the contents of these paragraphs once I have received the contents of Mr. Xakama's file.

Ad paragraph 10.1.4

320. I deny the allegation contained in this paragraph and put Mr. Xakama to the proof thereof.

321. I deny that the firm nor I ever got people names and number from the hospitals.

Ad paragraph 10.1.5

322. Save to admit that Mr. Xakama attended the firm's offices, the remainder of this paragraph is denied and Mr. Xakama is put to the proof thereof.

323. I deny that I would inform Mr. Xakama that the firm will deducted a fee of 10%, as our standard fee agreement with all the client is for a deduction of 25%.

Ad paragraph 10.1.6

324. I cannot confirm nor deny the allegation contained in this paragraph as I am not in possession of Mr. Xakama's file.

325. I reserve my right to answer the allegation contained in this paragraph once I am in possession of a copy of Mr. Xakama's file.

Ad paragraph 10.1.7

326. Save to admit that Mr. Xakama consulted with medical specialists as all the firm clients did, the remainder of the paragraph is denied and Mr. Xakama is put to the proof thereof.

Ad paragraph 10.1.8

327. Save to admit that Mr. Xakama's matter was on the trial roll in the latter part of 2018, the remainder of the paragraph is denied and I put Mr. Xakama to the proof thereof.

328. I deny that Mr. Xakama was only informed that his claim had been settled.

329. As I have done with all the client, I would discuss and explain to Mr. Xakama who the settlement amount were made up of.

330. I would furthermore show and explain to the client in terms of the medical legal report obtained if the settlement amount is acceptable or not.

Ad paragraph 10.1.9

331. I deny the allegation contained in this paragraph and put Mr. Xakama to the proof thereof.

332. I would never accepted a settlement if a client is not satisfied with the settlement.

333. The client signs a contingency fee affidavit, in front of a commissioner of oath, stating that the settlement agreement was explained to them and that they are satisfied with the settlement agreement.

334. I am not in possession of the Mr. Xakama's file and therefore cannot attached the contingency fee affidavit which the client has signed as proof hereof.

335. I reserve my right to do so, once I have obtained a copy of Mr. Xakama' file.

Ad paragraph 10.1.10

336. I take notes of the contents of this paragraph.

Ad paragraph 10.1.11

337. I cannot confirm nor deny the allegation contained in this paragraph. I am not in possession of Mr. Xakama's file.

338. I reserve my right to answer to the allegation contained in this paragraph once I am possession of Mr. Xakama's file.

339. I furthermore reserve my right to answer to Mr. Xakama's affidavit Annexure "M1" once I am in possession of his file.

Ad paragraph 10.2

340. Save to admit this is a summary of the trust credit ledger as per Annexure "M2".

Ad paragraph 10.3

341. I deny the allegation contained in this paragraph and put Mr. Reddy to the proof thereof.

342. I deny that the firm's fees were in excess of the maximum fee permitted in terms of the Contingency Fees Act.

343. I furthermore deny that the directors of the firm have contravened paragraph 18.7 of the Code of Conduct I that the client was overreached.

Ad paragraph 10.4

344. Save to admit that Mr. Xakama was paid the amount of R 150 000.00, which is 75% of the capital amount on the 14th of May 2019 and that the firm did not deducted any disbursements from the client. The remainder of the paragraph is denied and Mr. Reddy is put to the proof thereof.

345. I deny that the firm contravened Rule 6.6 of the Rule made in terms of Section 6 of the Contingency Fees Act.

Ad paragraph 10.5

346. Save to admit that the letter is attached to Mr. Xakama's affidavit, and dated the 6th of February 2019, the remainder of this paragraph is denied and Mr. Reddy is put to the proof thereof,

347. The letter state that the main bill is for an amount of R 276 932.59 and the correspondent bill is for an amount of R 43 573.96. Therefore the total is for R 320 506.55.

Ad paragraph 10.6

348. I confirm the contents of this paragraph.

Ad paragraph 10.7

349. Save to admit that the amount of R 1 575.00 was paid to Swanepoel Attorneys, I deny the remainder of this paragraph and put Mr. Reddy to the proof thereof.

350. I deny that the correspondent attorney bill of cost was inflated in order to obtain a higher settlement in respect of costs from R.A.F.

351. All the items on the correspondent attorney's bill of cost were performed by the correspondent attorney or the firm.

Ad paragraph 10.8

352. I take note of the contents of this paragraph.

Ad paragraph 10.9

353. In the same period of the time the firm was busy with FundaMedical, as FundaMedical stated that on a few matter the firm did not pay the balance on the their invoice due to them.

354. The firm have an arrangement with FundaMedical that half of the invoice need to be paid on delivery of the medical legal report. The second half of the invoice needed to be paid as soon as the disbursement have been received from the R.A.F.

355. In the matter of Mr. Xakama, the firm forgot to pay the second half of six of FundaMedical's invoices as per the arrangement.

356. Once this brought under the attention of the firm by FundaMedical, we reversed the fees and made the necessary payments to FundaMedical.

Ad paragraph 11 Contingency Fees

Ad paragraph 11.1

357. I confirm the contents of this paragraph.

Ad paragraph 11.2

358. I deny the contents of this paragraph and as stated to Mr. Reddy that we pay 75% of the capital amount to clients.

359. I deduct 25% from the capital amount for the firm's fees.

360. As most of the firm's cases is less than R 1 000 000.00, the remainder of the firm fees is recovered in the party and party cost which is obtained from the R.A.F.

Ad paragraph 11.3

361. I take note of the contents contained in this paragraph.

Ad paragraph 11.4

362. I take note of the contents contained in this paragraph.

Ad paragraph 12 Allegation in the Media

Ad paragraph 12.1

363. I confirm the contents of this paragraph.

Ad paragraph 12.1.1.

364. I deny the allegation contained in this paragraph and put Mr. W.R. Chrichton to the proof thereof.

365. The firm made use of accident investigators to obtain accident reports and affidavit of witnesses.

366. The accident investigators were paid for the services rendered to the firm.

Ad paragraph 12.1.2

367. Save to confirm that Mr. Sevrin Crawford working with me in 2016, the remainder of the paragraph is denied and Mr. Crawford is out to the proof thereof.
368. I inform Mr. Crawford of the problem we had with obtaining the accident report and witnesses affidavit from witnesses that saw the accident.
369. Mr. Crawford advise me that he is a police reservist and can assist with the issue.
370. The firm made used of his service to obtain accident reports, and deliver requests forms to hospitals and collect medical records from the hospital when it was ready.

Ad paragraph 12.1.3

371. Save to admit that Mr. Crawford would obtain the hospital and police report on behalf of the firm's request, the reminder of the paragraph is denied and Mr. Crawford is put to the proof thereof.
372. After the client was seen by the firm, Mr. Crawford would get instruction from the firm to obtain the police report and medical records from the hospitals.
373. If there is any further forms to be complete at the hospital, Mr. Crawford would complete the forms and submit the request for the medical records.
374. Mr. Crawford would attend to the police station to obtain the accident report of the client with the necessary consent and power of attorney for the client.
375. Once the accident report is obtained, Mr. Crawford would deliver same to the firm.

Ad paragraph 12.1.4

376. I deny the allegation contained in this paragraph and put Mr. Crawford to the proof thereof.

377. As Mr. Crawford came across a lot of people who were involved in motor vehicle accident, he would refer them to the firm.

378. The firm would make use of Mr. Crawford services to obtain the necessary accident report and medical records.

Ad paragraph 12.1.4

379. I deny the allegation contained in this paragraph and put Mr. Crawford to the proof thereof.

380. The firm stop using Mr. Crawford service due to him not providing the services as agreed.

381. Mr. Crawford would obtain the wrong accident report for the client and did not attend to collecting the medical records when it was ready.

382. There became a dispute about the items on Mr. Crawford's invoice and the services that he renders.

Ad paragraph 12.1.5

383. I deny the allegation contained in this paragraph and put Mr. Crawford to the proof thereof.

Ad paragraph 12.1.6

384. I deny the allegation contained in this paragraph and put Mr. Crichton to the proof thereof.

385. Consultation with client were held on a regular basis, most of the consultation would have been telephonic, to discuss and explain medical legal report.

386. Client would be kept up to date with regular feedback and arrangement with their medical expert appointment and arrangement for the trial date.

Ad paragraph 12.1.7

387. Save to admit that client would be consulted with at the initial consult and at court before the trial, I deny the remainder of the paragraph and put Mr. Crichton to the proof thereof.

Ad paragraph 12.1.8

388. Save to confirm that Mr. Sydney Modise was a former client of the firm and that he met Adv Darby at Court, the remainder of the paragraph is denied and Mr, Modise is put to the proof the of.

389. Mr. Modise would attend to the firm's offices before he needed to go for his appointments with the medical legal experts. I would then consult with the Mr. Modise and give him an update on his matter.

390. I am not in possession of Mr. Modise file and therefore cannot provide all the necessary proof of all the consultation.

391. I reserve my right to do so once I have obtain a copy of Modise's file.

392. There were regular telephonic consultation with Mr. Modise explaining his medical legal reports.

393. In the preparation for the trail of Mr. Modise, Adv. Darby and I consulted and had a telephonic consultation with Mr. Modise.

Ad paragraph 12.1.9

394. Save to admit that Mr. Jimmy Otto was a former client of the firm, I deny the remainder of the allegation contained in this paragraph and put Mr. Otto to the proof thereof.

395. As I am not in possession of Mr. Otto file and there for cannot provide all the necessary proof of all the consultation and telephonic consultation that were held with Mr. Otto.

396. I reserve my right to do so once I have a copy of Mr. Otto's file.

Ad paragraph 12.1.10

397. I deny the allegation in this paragraph.

398. Adv. Darby and I had regular consultations in the preparing for trials.

Ad paragraph 12.1.11

399. I deny the allegation contain in this paragraph.

400. On every matter that Adv. Darby and I worked on, we had prepared for the trail, had consultation about the matter.

401. In most matters, consultations would include a consultation with the client and witnesses, if there was any.

402. If there was anything unclear in the medical legal report of clients, we would then have a telephone consultations with the medical expert to clarify the issues we had.

Ad paragraph 12.1.12

403. I deny the allegation contained in this paragraph and put Mr. Modise and Mr. Otto to the proof thereof.

404. The proposed settlement amount would be written down on a piece of paper, as we receive the settlement amount over the telephone or via Whatsapp or sms.
405. We would proceed to break down the settlement for the clients, what amount is for loss of earning, past medical expenses and general pain and suffering. We would show the client in terms of the medical legal report if the settlement amount is a fair amount.
406. Thereafter the draft order would be prepared. The client's contingency fee affidavit would be prepared which the client would sign in front of a commissioner of oath, which states that the settlement offer was explain to the client that and that they are happy with.
407. As the making of the settlement into an order of court, it merely a formality and the court in which it settlement is made order of court is full with Advocate and Attorneys. I inform the clients that they can wait outside the court or at the coffee shop.
408. I deny ever instructing a client to wait outside the courtroom.

Ad paragraph 12.1.13

409. I deny the allegation contained in this paragraph and put Mr. Modise to the proof thereof.
410. The settlement offer that was received in Mr. Modise matter, was explain and discuss with him. All his medical legal reports were show to him and explain.

Ad paragraph 12.1.14

411. I deny the allegation contained in this paragraph and put Mr. Otto to the proof thereof.

412. As I am not in possession of Mr. Otto's file, I cannot provide the necessary proof to show that Mr. Otto was emailed a breakdown of the settlement offer and what amount he would receive.

413. I reserve my right to provide the necessary proof once I have obtained a copy of Mr. Otto's file.

Ad paragraph 12.2

414. I deny the allegation contained in this paragraph and put Mr. Cricthon to the proof thereof.

Ad paragraph 12.3

415. I deny the allegation contained in this paragraph and put Mr. Cricthon to the proof thereof.

416. Most of the disbursement that were paid on the client matter, which were involved in motor vehicle accidents, were paid out of the bank account called the business saving account.

417. This account was used to pay the accident investigators, medical legal report, accident report and hospital records.

Ad paragraph 12.4

418. I confirm the contents of this paragraph.

419. The name listed in this paragraph are some of the accident investigator the firm used to obtained accident report and witnesses statements on matter.

Ad paragraph 13 Trust Position

Ad paragraph 13.1

420. The contents of this paragraph are noted.

Ad paragraph 13.2

421. Save to admit that the trust position is the same as paragraph 13.1, I deny that it is the same as paragraph 12.1 and put Mr. Reddy to the proof thereof.

422. The contents of the remainder of the paragraph is noted.

Ad paragraph 14.Summary

Ad paragraph 14.1

423. I deny the allegation contained in this paragraph and put Mr. Reddy to the proof thereof.

424. I deny that the Directors of the firm did not comply with the Legal Practice Act 28 of 2014; Attorneys Act 53 of 1979; the South African Legal Practice Council Rules; the Rule for the Attorney Profession; the Rules of the Law Society of the Northern Provinces, the code of Conduct and Rule made in terms of the section 6 of the Contingency Fee Act 66 of 1997.

Ad paragraph 14.1.1

425. I deny the allegations contained in this paragraph and put Mr. Reddy to the proof thereof.

Ad paragraph 14.1.2

426. I deny the allegations contained in this paragraph and put Mr. Reddy to the proof thereof.

427. I deny that the Directors of the firm failed to comply with the provisions of the Contingency Fees Act 66 of 1997.

Ad paragraph 14.1.3

428. I deny the allegations contained in this paragraph and put Mr. Reddy to the proof thereof.

429. I deny that clients of the firm had been overreached.

Ad paragraph 14.1.4

430. I deny the allegations contained in this paragraph and put Mr. Reddy to the proof thereof.

Ad paragraph 14.1.5

431. I deny the allegation contained in this paragraph and put Mr. Reddy to the proof thereof.

Ad paragraph 15 Conclusion

Ad paragraph 15.1

432. I take note of the contents of this paragraph.

Ad paragraph 15.2

433. I confirm the contents of this paragraph.

Ad paragraph 15.3

434. I take note of the contents of this paragraph.

Ad paragraph 15.4

435. I confirm the contents contained in this paragraph.

Ad paragraph 15.5

436. I take note of the contents contained in this paragraph.

Ad paragraph 15.6

437. I confirm the contents of this paragraph.

Ad paragraph 15.7

438. I take note of the contents of this paragraph.

Ad paragraph 15.8

439. I take note of the contents of this paragraph.

Ad paragraph 15.9

440. Save to admit that Mr. Crichton was a former candidate attorneys at the firm's R.A.F. litigation department over the period November 2017 until October 2019, the remainder of the paragraph is denied and Mr. Crichton is put to the proof thereof.

Ad paragraph 15.10

441. Save to admit that Mr. Sevrin Crawford features on an investigating and current affairs television programme and that he work with the firm in 2016, the remainder of the paragraph is deny and Mr, Crawford is put to the proof thereof.

Ad paragraph 15.11

442. I deny the allegation contained in this paragraph and put Mr. Crawford to the proof thereof.

Ad paragraph 15.12

443. I deny the allegation contained in this paragraph and put Ms. T.C. Dhlamini, Ms. M.A. Mogale, Ms. P.A. Mokoena, Ms. Mlambo and Mr. Xakama to the proof thereof.

Ad paragraph 15.13

444. I admit the contents of this paragraph.

Ad paragraph 15.14

445. Save to admit that payment ranging between R 10 000.00 to R 15 000.00 were paid regularly to certain individuals, the remainder of the allegation contained in this paragraph is denied and Mr. Crichton is put to the proof thereof.

446. The above payment were made to accident investigators for obtaining accident report and witness statement in matters.

Ad paragraph 15.15

447. I deny the allegation contained in this paragraph and put Mr. May to the proof thereof.

Ad paragraph 15.16

448. I confirm the contents of this paragraph.

Ad paragraph 15.17

449. I deny the contents of this paragraph and put Mr. Reddy to the proof thereof.

450. I informed Mr. Reddy that if a claim is settled for less than R 1 million the firm's would pay out 75% of the capital amount to the client.

Ad paragraph 15.18

451. Save to admit that the client were paid 75% of the capital amount, I deny the remainder of the paragraph and put Mr, Reddy to the proof thereof.

452. I deny that the clients were overreached.

Ad paragraph 15.19

453. I confirm the contents of this paragraph.

454. Most of the clients did not want a copy of the fee agreement they entered into with the firm.

Ad paragraph 15.20

455. I deny the allegations contained in this paragraph and put Mr Crichton to the proof thereof.

456. I always discussed and explain the merits of the clients' claim with them.

457. When we received a settlement in a matter, the settlement would be explain to the client. I would show the client in terms of the medical legal report why I feel the settlement should be accepted or rejected.

458. I always asked the client for instruction before accepting any settlement offer.

Ad paragraph 15.21

459. I deny the allegation contained in the affidavits of the former client and put them to the proof thereof.

460. I always gave the clients the option to wait outside the court due to the fact the court was always overcrowded and there were no seats available for the client to sit.

461. The settlement offer was explain in handwritten amounts on a piece of paper, as we received the settlement over the phone or on whatsapp or sms.

462. We would always type a draft order, which is show to the clients, as they sign contingency fee affidavit confirming same.

Ad paragraph 15.21

463. I take note of the allegation contained in this paragraph.

Ad paragraph 15.22

464. I deny the allegation contained in this paragraph and put the former client to the proof thereof.

Ad paragraph 15.23

465. The contents of this paragraph is noted.

Ad paragraph 15.24

466. The contents of this paragraph is noted.

467. I deny that this practice was clearly dishonest, and result in the R.A.F. being defrauded.

Ad paragraph 15.25

468. I confirm the contents contained in this paragraph.

Ad paragraph 15.26

469. I take note of the contents of this paragraph.

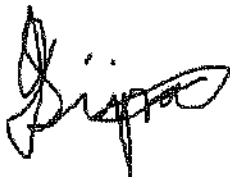
Ad paragraph 15.27

470. I deny the allegation by the claimed.

471. I am not in possession of the former clients files to provide the necessary proof and reserve my right to do so once I have obtained a copy of the former client's file.

Ad paragraph 15.28

472. I take note of the contents of this paragraph.



Jakkie Supra

Tel: 082 454 0667

Email: jakkiesupra8@gmail.com