

Summary

Attorneys – Fees – Contingency Fees Agreement – Applicant, as *curator ad litem* seeking order to effect that an agreement relating to contingency fees between respondent law firm and Anthony invalid and unenforceable - Decisions of GNP in the cases *South African Association of Personal Injury Lawyers v Minister of Justice and Constitutional Development (Road Accident Fund, Intervening Party) 2013 (2) SA 583 (GSI)* and *Juan Elize De La Guerre v Ronald Bobroff & Partners Inc. [2013] ZAGPPHC 33* declared so-called 'common law contingency fee agreements' outside the limitations of the Contingency Fees Act, 66 of 1997 between legal practitioners and their clients unlawful, invalid and unenforceable – Consequently, respondent conceding unlawfulness of agreement - Respondent retaining more than R2 million of settlement sum of over R6 million.

Attorneys – Fees – Applicant seeking detailed account of bill of costs as well as payment of retained amount – Fees retained exceeding limit prescribed by Act – In absence of lawful contingency agreement, respondent only entitled to fair and reasonable costs for work actually done – Fair and reasonable fee to be determined on basis of attorney and client bill taxed by Taxing Master.

Practice – Point *in limine* – *locus standi* of Applicant to bring application – has no bearing on present proceedings since previous court order appointing Applicant as curator still in force – Rule 30(1) proceedings only brought for dilatory purpose, to delay the paying of debt to Anthony – Accordingly, no basis in law for respondent to retain more than R2 million in fees.