

IMPORTANT BAR COUNCIL RESOLUTIONS

**SOCIETY OF ADVOCATES OF SOUTH AFRICA
(WITWATERSRAND DIVISION)**

TEL:	(011) 292-6900	Ground Floor	Nedbank House	2 Protea Place Sandown, 2010
FAX:	(011) 292-6901			

24 February 1999

**NOTICE TO ALL MEMBERS VACATING CHAMBERS IN
RESPECT OF WHICH THE SOCIETY HOLDS THE HEAD
LEASE (INNES, SCHREINER, AFSA)**

- 1 This notice contains the guarantee required to be signed by the above members (Annexure A). The relevant background is the following.
- 2 The A.G.M of 30 October 1998 resolved that such a guarantee be furnished (Annexure B).
- 3 At its meeting of 30 November 1998 the Bar Council adopted a policy i.r.o the holding of chambers (Annexure C).
- 4 At its meeting of 9 February 1999 the Bar Council affirmed the conventional arrangement between the Society and groups, i.e. that in exchange for the groups being permitted to decide who occupies chambers in that group, the Society looks: to the group for payment of the rental for those chambers (Annexure D).
- 5 At its meeting of 23 February 1999 the Bar Council resolved that where a member takes up a chamber of a person vacating the chamber to migrate to Sandown Village, he will not be required to furnish a suretyship if the member, as contemplated by

resolution E, has moved from a chamber in respect of which there is no Head Lease by the Bar.

- 6 In addition the following resolution was passed at the Bar Council meeting of 23 February 1999 in regard to the sharing of chambers:

"3. The Housing Committee proposes that the Bar Council resolves that:

3.1 whereas the Society of Advocates is having to pay increasingly substantial amounts for rental in respect of an increasing number of empty chambers; and

3.2 whereas a large number of members are sharing chambers despite the availability of chambers

now therefore it is resolved that

(a) no member will be permitted to share chambers unless he/she has written permission from the Bar Council to do so;

(b) all members who are at this time sharing chambers are afforded one month in which to apply in writing for such permission."

- 7 On 29 October 1999 the AGM adopted a resolution that membership shall cease if a required guarantee is not submitted by the member. (Annexure F)

8 Group leaders are requested to bring the above to the attention of
 their members.

I MUNDELL

ADMINISTRATIVE OFFICER

JOHANNESBURG BAR COUNCIL

SOCIETY OF ADVOCATES OF SOUTH AFRICA
(WITWATERSRAND DIVISION)

TEL: (011) 337-4495 First Floor, Schreiner Chambers 94 Pritchard Street Johannesburg, 2001
FAX: (011) 333-5630

GUARANTEE

I, the undersigned,

.....

- 1) Hereby indemnify and hold harmless the Society of Advocates of South Africa (Witwatersrand Division) (hereinafter "the Society") in respect of the payment of any rental (which will include all amounts of whatsoever nature payable in respect of the square metreage encapsulated by those chambers) payable by the Society to the landlord in respect of the chambers which I presently occupy and which chambers are situated at which measures

..... square metres in extent (hereinafter "the chambers"),
inclusive of my aliquot share of rental towards common areas.

- 2) I furthermore hereby indemnify and hold the Society harmless in the event of the member who takes occupation of the chambers not fulfilling his obligations towards the Society in respect of the chambers.
- 3) Any liability arising from this guarantee shall be joint and several with that of any other member of the Society who may become indebted to the Society, whether directly or indirectly, in respect of the chambers.
- 4) For purposes of the present guarantee I hereby appoint the address set out below as my *domicilium citandi et executandi*.
- 5) This guarantee shall be a continuing guarantee and shall remain in existence until the lease between the Society and the landlord of the chambers terminates by the effluxion of time.
- 6) A certificate signed by the Chairman, for the time being, of the Society, which shows the amount owing to the Society, shall be *prima facie* proof of the amount of my indebtedness towards the Society. Upon the signature of a certificate by the Chairman of the Society as aforesaid, the onus shall rest upon myself to prove that the amount so certified:

6.1 is not due and/or owing to the Society; or

6.2 is incorrect.

7) I hereby undertake to pay all expenses and/or other charges relating to the recovery of any monies owing and/or which become owing in terms of this guarantee on the attorney and own client scale.

8) I undertake to pay interest at the rate paid by the Society to its bankers on any outstanding amount which is owing and/or may become owing in terms of this guarantee as from the date of signature by the Chairman of the Society, of the certificate referred to in paragraph 6 hereinabove, to date of payment.

DATED at JOHANNESBURG on this the day of 19

.....

GUARANTOR:

.....

.....

AS WITNESSES:

1.

WITNESS

2.

WITNESS

**SOCIETY OF ADVOCATES OF SOUTH AFRICA
(WITWATERSRAND DIVISION)**

TEL: (011) 337-4495 First Floor, Schreiner Chambers 94 Pritchard Street Johannesburg, 2001
FAX: (011) 333-5630

5 November 1998

IMPORTANT NOTICE TO ALL MEMBERS

RE: BAR POLICY ON MIGRATION AND THE HOLDING OF CHAMBERS

At the annual general meeting on the 30th of October 1998 the general meeting of the members expressed approval of a resolution which is set out below.

Every member is urged to read and digest the provisions of the policy to ensure that no member takes an inadvertent step in regard to the keeping of chambers which is inconsistent or in conflict with the provisions of the policy. For self-evident reasons the Bar Council will adhere strictly to the policy and it would be inappropriate to consider, for whatever reason, the allowing of any practice which is in conflict with the policy and its objectives.

Any member or number of members who are desirous of approaching the Bar Council for the necessary approval and consent in relation to chambers, should make such application in writing and furnish sufficient detail to enable the Bar Council to determine that such application complies in all respects with the policy.

POLICY ON THE HOLDING OF CHAMBERS

The Bar Council shall entertain and in its discretion approve any application by members of the Bar for the establishment of new chambers outside of the Johannesburg CBD, taking into account the following principles and criteria:

12.1 No new chambers may be occupied if existing leases are not honoured. This ought to entail the following requirements:

12.1.1 No member shall re-locate from Innes Chambers, Schreiner Chambers and Arbitration House where the Bar Council is the sub-lessor to chambers anywhere

else, without the prior written consent of the chairperson of the Bar Council.

12.1.2 Such consent will be withheld from such member unless:

12.1.2.1 the member furnishes a written guarantee that he or she will be responsible for the payment of any sums due in respect of space occupied in the chambers which it is sought to vacate for the balance of the lease period, inclusive of operating costs;

12.1.2.2 if such member, having furnished such guarantee and upon vacating the chambers, procures another member to occupy the space and to assume the liability to pay the sums owing in respect of the leased space, the successor to the member shall likewise, by way of a written guarantee assume joint and several liability for the balance of the lease until the termination thereof and, in the event of a further successor, the same procedure will apply mutatis mutandis;

12.1.2.3 such member satisfies the chairperson of the Bar Council that he or she is not indebted in any way to his or her group or former group in liquidation, or to members of a former group in liquidation in regard to any

outstanding liabilities of that group or of the members collectively;

12.1.2.4 such member is in good standing with the Bar Council and has paid up to date all sums of money which the Bar Council has called upon members generally to pay.

- 12.2 The Bar Council will not be liable, nor will it under any circumstances assume liability for any costs, direct or indirect, arising from the relocation of anyone to a new node.
- 12.3 New premises ought, in principle, to be capable of accommodating substantial numbers of advocates.
- 12.4 Only premises capable of housing a minimum number of advocates stipulated by the Bar Council ought to be approved.
- 12.5 All obligations to the Bar under existing rules would have to be fulfilled, including the obligation to train pupil members.
- 12.6 An important criterion which ought to be considered in adjudicating any application, is the availability of space in existing approved premises within convenient proximity to premises which are the subject of application for approval.
- 12.7 Members who take up chambers in new premises must do so in appropriately composed groups under recognised leaders.

- 12.8 Groups established in new premises ought to be encouraged to have reciprocal facilities with groups in other established premises, especially in the High Court precinct. This will serve to strengthen the unity of the Bar and, in addition, will provide a measure of mobility and access to expertise between nodes.
13. There is a real danger that the establishment of chambers outside the CBD will diminish the status of the city node. Active steps ought to be taken to minimise this risk. Such steps ought to include the following:
- 13.1 The library, common room and administration of the Bar must remain in the city node.
- 13.2 Those wishing to occupy chambers in either node ought to be permitted to share rooms.
- 13.3 Consideration ought to be given to assisting new members to establish themselves.
- 13.4 New sets of chambers established outside the CBD should make provision for a minimum number of very junior members.
- 13.5 When pre-trial conferences are held, they shall in the absence of agreement to the contrary be held at the chambers of counsel who hold chambers in the CBD."

Yours sincerely,

ROLAND SUTHERLAND

Chairman

Johannesburg Bar Council

**SOCIETY OF ADVOCATES OF SOUTH AFRICA
(WITWATERSRAND DIVISION)**

TEL: (011) 337-4495

First Floor, Schreiner Chambers

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Johannesburg

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**IMPORTANT NOTICE TO EVERY
MEMBER
OF THE BAR**

**IN RE: POLICY ON THE HOLDING OF
CHAMBERS**

- 1) Members are once again reminded of the provisions of the policy approved by the Annual General Meeting on the 30th of October 1998 concerning the holding of chambers and the terms upon which members may be permitted by the Bar Council to occupy chambers in addition to Innes Chambers, Schreiner Chambers and Arbitration House. Members were subsequently notified that the Bar Council was giving consideration to the

framing of rules to give effect to that policy which would impact on the decision of members where they wish to hold chambers. On the 30th of November the Bar Council framed the following rules:

1.1 Every member of the Society who holds chambers in respect of which the Society is the head lessee shall be and remain liable to the Society for his or her proportional share of the Society's liability under the relevant lease until such lease terminates.

1.2 Every such member shall be required to sign a written acknowledgement of such liability in a form determined by the Bar Council. In the event of such member vacating his or her chambers and another member taking occupation of such chambers, the latter member shall be required to sign a similar written acknowledgement of debt. The outgoing member shall nevertheless

remain liable to the Society under his or her acknowledgement of debt.

1.3 The Bar Council may in its discretion and having regard to the circumstances and the principles expressed in the Housing Report adopted by the Society at its annual general meeting on 30 October 1998 ("the Housing Report") release any member wholly or partly from his or her obligation either to conclude an acknowledgement of debt or from the terms of an acknowledgement already concluded.

1.5 Any member desiring to relocate from one set of chambers to another shall timeously notify the Bar Council of his or her intention to do so. The Bar Council shall thereupon consider such intended relocation in the light of the principles expressed in the Housing Report and, if it deems fit, decide to release any member either wholly or partly from his or her aforesaid obligation and inform such member of its decision.

1.6 Save with the written permission of the Bar Council and subject to such conditions as the Bar Council may impose no group shall accept as a member any person who is in default of his or

her financial obligations to the Society. In the event of any member of any group failing to meet his or her financial obligations to the Society, the Bar Council may on thirty days written notice to such group require it to suspend the membership of such member until such time as his or her financial obligations to the Society have been discharged.

- 2) The policy and rules framed above are in force with immediate effect.
- 3) Any member who, in the future, wishes to change his domicile must prior to any such move seek and obtain consent of the Bar Council so to do and if such member wishes to be advised what the implications will be may at the time of seeking permission to move, obtain the required guidance.
- 4) All requests for information, guidance or for consent should be addressed in the first instance to the Chairman, Membership and Housing Committee.

ROLAND SUTHERLAND SC

CHAIRMAN:

JOHANNESBURG BAR COUNCIL

1st December 1998

ANNEXURE D

EXTRACT FORM THE MINUTES, OF A MEETING OF THE BAR COUNCIL
HELD ON 9 FEBRUARY 1999

"4.2.4. The question of whether or not the Bar Council should revise its policy on group liability to the Bar for rental space occupied was discussed.

4.3 It was resolved that:

4.3.1 the Bar Council will continue to pursue groups in respect of rental for the space which they occupy."

CERTIFIED A TRUE COPY

ANNEXURE E

EXTRACT FROM A MEETING OF THE BAR COUNCIL HELD ON 23
FEBRUARY 1999:

The Bar Council adopts the following resolution of the Housing Committee:

The Housing Committee proposes that resolution 12.1.2.2 taken at the AGM on 30 October 1998 ought not to be applied to members who are vacating chambers in respect of which the lease has terminated and no rental is owing, or to new members who have not before occupied chambers.

Resolution 12.1.2.2 reads as follows:

"The Bar Council shall entertain and in its discretion approve any application by members of the Bar for the establishment of new chambers outside of the Johannesburg CBD, taking into account the following principles and criteria:

.....

.....

Such consent will be withheld from such member unless:

12.1.2.2 if such member having furnished such guarantee and upon vacating the chambers procures another member to occupy the space and

to assume the liability to pay the sums owing in respect of the leased space, that successor to the member shall likewise, by way of written guarantee assume joint and severally liability for the balance of the lease until the termination thereof and, in the event of a further successor, the same procedure will apply mutatis mutandis."

JOHANNESBURG BAR COUNCIL

SOCIETY OF ADVOCATES OF SOUTH AFRICA (WITWATERSRAND DIVISION)

TEL: 337-4495 Second Floor, 84 Pritchard Street

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FAX: 333-5630 INNES CHAMBERS, JOHANNESBURG, 2001

jhbbar@worldonline.co.za

8 May 2001

NOTICE TO ALL MEMBERS

At the Special General Meeting which was held on 3 May 2001, the following resolutions were adopted.

1. The Bar Council memorandum dated 30 January 2001 is approved in principle.

2 The Bar Council is authorised -

2.i) To enter into negotiations with the landlords of Innes Chambers, or other appropriate buildings in the CBD, as well

as Nedbank Building and Air Products House, with a view to concluding leases with them after March 2002 in respect of space in those buildings;

2.ii) To conclude leases with the landlords of the said buildings, provided -

2.2.(1) that the period of the leases concerned does not exceed, in the case of Innes Chambers, 3 years, and in the case of Nedbank Building and Air Products House, 7½ years;

2.2.2 that the space rented will not exceed, in the case of Nedbank Building and Air Products House, 1500m², and in the case of Innes Chambers, 1200m²;

2.2.3 that the rental in respect of such leases will be fixed only after professional advice will have been obtained in regard to the appropriateness of such rental.

3 The Bar Council is authorised to write off as bad debts, amounts due to the Society by members who have resigned as members of the Society when, in the opinion of the Bar Council, such amounts are irrecoverable.

4 The Bar Council is authorised forthwith to terminate the kitchen facility being operated from the common room.

5 The following amendments are effected to paragraphs 12 and 13 of the resolution of the annual general meeting of 30 October 1998:

5.1 The following proviso is added to paragraph 12.1.2.1:

"... , provided that no member moving into Innes Chambers from chambers outside of Innes Chambers after 1 April 2001 will be required to furnish any guarantee if thereafter he/she decides to move to chambers outside of Innes Chambers; ...".

5.2 The following new paragraphs are added as paragraphs 12.9 and 12.10:

"12.9 Where, after 1 April 2001, any member vacates any chamber in Innes Chambers in order to occupy another chamber in Innes Chambers in respect of which another member is obliged to furnish a guarantee, the former member will remain obliged to continue paying to the Society rental in respect of his/her previous chamber until such member vacates Innes Chambers altogether, and the latter member will remain obliged to continue paying to the Society rental in respect of the chamber to which his/her guarantee obligation relates; provided that nothing herein contained precludes such members from making financial arrangements that are suitable to them *inter partes*. In the event of the former member relocating as envisaged in paragraph 12.1.1 the provisions of paragraph 12.1.2 will apply *mutatis*

mutandis to the chambers in respect of which the former member was paying rental.

12.10 For purposes of clarity, no member vacating a chamber referred to in paragraph 12.1.1 above, is obliged to furnish a guarantee unless he/she has also vacated the buildings referred to in paragraph 12.1.1 above where the Bar Council is the sub-lessor."

5.3 Paragraph 13.1 is deleted, and substituted with the following:

"Two libraries will be established, one in the Sandton node and one in the city node, and both will be equipped in a manner which fairly addresses the requirements of the members who will remain practising in respectively the city node and the Sandton node after March 2002; the library committee will be responsible for the allocation of resources, both books and funds, to achieve this objective, subject to approval by the Bar Council."

5.4 Paragraph 13.5 is deleted and substituted with the following:

"When pre-trial conferences are held, they shall, in the absence of agreement to the contrary, be held at the chambers of counsel who is more senior."

Yours faithfully.

FAYEEZA KATHREE

Honorary Secretary: Johannesburg Bar

JOHANNESBURG BAR COUNCIL

SOCIETY OF ADVOCATES OF SOUTH AFRICA (WITWATERSRAND DIVISION)

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Second Floor
Innes Chambers
84 Pritchard Street
JOHANNESBURG, 2001

15 August 2001

NOTICE TO ALL GROUPS : LIBRARIES

Attached hereto is the text of a memorandum adopted by the Bar Council on 7 August 2001 in relation to the libraries, for general information.

JOHANNESBURG BAR COUNCIL

2000/2001 Bar Council: W H G van der Linde SC (Chair); A P Joubert SC (Vice-Chair); M S M Brassey SC; H S Epstein SC; G C Pretorius SC; A Subel SC; W J Vermeulen SC; S Weiner SC (Ms); T Bruinders; H Constantinides (Ms); F Dippenaar (Ms); K Green (Ms); C Lamont; P Mtshaulana; P Pauw; M Victor (Ms). **Honorary Secretaries:** F Kathree (Ms); J Joyner.
Administrative Officer: A E Alberts (Ms).

ESTABLISHING TWO LIBRARIES FOR THE JOHANNESBURG BAR

1. The starting point in any debate on this issue, is that the Special General Meeting resolved that two libraries be established; one in the Sandton node, and one in the CBD. The Bar Council therefore has no mandate to entertain thoughts about moving the whole of the CBD library to Sandton, or leaving the whole of the CBD library in the CBD. In this regard no one seriously suggests that the Willem Muller library in Sandton should, for purposes of the present discussion, be regarded as a complete library.
2. The next consideration is one of costs. The financial position of the society does not permit of unbudgeted spending, now, on additional sets of books, unless this is absolutely unavoidable. The Innes debt looms large, and it must be the financial priority.
3. The third consideration is that since the Bar will be leasing two library locations in any event, no decision now taken in regard to the manner in which to establish two libraries is necessarily final. If the demographics of the society change within the next year or two in a manner which is incompatible with whatever division is now decided upon, one will not have crossed a Rubicon; sets of books can be moved from one library to the other.
4. The fourth consideration is that, generally speaking, the members in the CBD are likely to be more junior than the members in Sandton. This is important, since it means that the CBD library must not be stocked on the assumption that those members have basic sets of books, such as SA law reports. Conversely, stocking the Sandton library may be approached on the basis that the members there either have their own sets of say SA law reports, or have access to such in developing group libraries.
5. The fifth consideration is that by far the majority of members are in Sandton. This is important, since it means that they contribute by far the lion's share of the cost of maintaining the libraries. It has a bearing especially on the very high prices that the society has to pay for books purchased in other currencies.
6. The sixth consideration is that hard copies of books are no longer the sole source of the information which is contained in them; electronic information is becoming increasingly accessible to members. This applies to both local and foreign sources. The CBD library has that facility.

7. It is suggested that these considerations are best addressed by a division of the present library resources along the following lines –
 - 7.1 The hard copy sources of the CBD library must be weighted in favour of SA sources, including old authorities, textbooks, and law reports. In addition, the CBD library should also have hard copies of foreign sources, such as the All England law Reports and Halsburys.
 - 7.2 As regards both local and foreign sources, the CBD library should retain the electronic library, staffed by an appropriately skilled person to access the electronic sources at members' request.
 - 7.3 The Willem Muller library must supply the basic SA sources for an evolving Sandton library; it should not be supplemented with any SA sources from the CBD library. To it should be added the more esoteric and less frequently accessed hard copies of foreign sources presently housed in the CBD, such as American, Australian, New Zealand, and older English textbooks and law reports.
 - 7.4 Neither library should, at least for a trial period, lend books to members, but should be run as research facilities. An effective interlending service between the two libraries, and a distance access facility, should be provided.
8. A division of resources in accordance with these guidelines is reflected in appendix A hereto.

Johannesburg,
7` August 2001

APPENDIX "A"

BAR COUNCIL / DIVISION OF LIBRARY RESOURCES

CBD LIBRARY

MATERIAL	SOURCE
South African Law Reports	CBD Library
Pre-1947 South African Law Reports	CBD Library
South & Southern African Reports	CBD Library
All South African Law Reports	CBD Library
Butterworths Constitutional Law Reports	CBD Library
Johannesburg Bar Electronic Library	CBD Library
LAWSA	CBD Library
Halsburys Laws of England	CBD Library
All England Law Reports	CBD Library
Dictionaries, directories and other reference works	CBD Library
South African sets of Statutes, Bills and Hansards	CBD Library
South African Government Gazettes	CBD Library
Provincial Statutes, Ordinances and Gazettes	CBD Library
Southern African Statutes and Gazettes	CBD Library
South African textbooks	CBD Library
South African Journals	CBD Library
Various subject textbooks	CBD Library
Older textbooks	CBD Library
Old authorities	CBD Library
Philip Millin Collection	CBD Library

SANDTON LIBRARY

South African Law Reports	Willem Muller Library
Pre-1947 South African Law Reports	Willem Muller Library
South African Criminal Law Reports	Willem Muller Library

LAWSA	Willem Muller Library
Halsburys Laws of England	From Group One
Dictionaries	Willem Muller Library
Directories	Willem Muller Library
Butterworths Statutes (looseleaf)	Willem Muller Library
Butterworths Statutes (bound)	Willem Muller Library
Annual Statute Volumes	Willem Muller Library
Butterworths Legislation Service	Willem Muller Library
Gauteng Ordinances and Acts	Willem Muller Library
South African textbooks	Willem Muller Library
Various subject textbooks	Willem Muller Library
UK & Scottish Law Reports	CBD Library
Irish Reports	CBD Library
Canadian Reports	CBD Library
Australian & New Zealand Reports	CBD Library
US Reports	CBD Library
Specialised subject reports	CBD Library
UK & US Statutes	CBD Library
Theses	CBD Library
Pamphlet Collection	CBD Library
Foreign Journals	CBD Library
Gould Tax Collection	CBD Library

7 August 2001