

**Dear Mr Marshall**

**Here follows a brief summary of the events of the last 15 years.**

**In 1997 Hemsley & Myrdal was requested to submit prices for a greenfields survey and an additional smaller survey, involving the upgrading of the Matthew Goniwe Hostels. GP's were required for both surveys.**

**(see no 1 – the agreement with the municipality addendum no 1)**

**The GP's were 5814/1998 subdivision of erf 62045 Ibhayi, erven 62046 – 62690, approved on 7-12-1998 and 5816/1998 subdivision of erf 61373 Ibhayi, erven 61374 – 61811, approved on 25 – 11 1998 and GP 7263/1998, subdivision of Erf 50816 Ibhayi, erven 61812 – 62039 approved 22-12-1998.**

**The only extra work performed over & above the original quote per erf, was that required when it was found that some of the roads went right through buildings and we were requested to survey the building position in order that an amended layout plan could be prepared by the Town Planners.**

**It appears that the professional fees should not exceed in total, 7.5% of the overall cost of the project. As all the agreements had been signed by the municipality, it was quite naturally assumed that this criteria had been met.**

**We are not entirely sure exactly why the project was halted by the SA Housing Board but at this stage the municipality must have realised that the professional fees were in fact exceeding 7,5% of the total cost!**

**When the project was stopped all our work had been completed and approved by the Surveyor General. Hemsley & Myrdal had been fully paid in accordance with the original agreement, as well as the instructions for the extra work required. (as referred to in a paragraph above)**

**The municipality then took the professionals to court for varying amounts apparently in proportion to the originally agreed fees.**

**The case dragged on for approximately 10 years, costing Hemsley & Myrdal a great deal of money! Finally Judge J. Mhlantla dismissed the plaintiff's claim with costs in July 2011. The municipality then appealed the decision, which was allowed and then the case was heard in the**

**Appeal Court in February 2012. The judgment was received on 14 March 2012.**

**At this point in time we have not been notified of the expected costs that will have to be borne by the professionals but it is expected to be very high.**

**I feel extremely bitter about this travesty of justice and my major concern is for any repercussions that may result from bankruptcy through no fault of mine, professionally or personally. I am also very worried about the effect this may have on my son, Andrew Hemsley, who has devoted 25 years to the survey profession.**

**I have included a few copies of relevant documentation but naturally there is much more available, including Advice on Prospects of Success drawn up by Advocate RP Van Rooyen SC!**

**Faxed separately**

- 1 Addendum – agreement with the municipality**
- 2 Fourteenth Defendant's (Hemsley & Myrdal) particulars for trial**
- 4 3 letters dated 2 December 2002 to our attorneys Pagdens & Stulting**
- 5 Letter to Rousseau Probert & Elliott dated 15 October 2003**
- 6 Letter to our attorney Philip Shaw asking for a simple explanation as to why Hemsley & Myrdal is being sued and pointing out that it appears that our survey has been used for the construction of houses on these sites.**
- 7 Parts of the 24 page judgement of Judge J Mhlantha.**

**The judgment from the Appeal Court is available on email, should you wish to read it. Hemsley & Myrdal were not aware of the 7.5% situation as we were only appointed after most of the meetings had been held to discuss the fee structure. The managing agent failed to notify us of this situation and there was no discussion regarding this matter amongst the various professionals. We were unaware that this could become a problem. The judge also mentioned that the various defendants worked together as a group, but at no time were we associated with any of the other professionals. We simply got on with the surveys in the normal manner. The judge also appeared to disregard the SG's fees which increased during that period and the additional work which was required when the plan produced by the Town Planners was incorrect!**