

IN THE NORTH GAUTENG HIGH COURT, PRETORIA

**DELETE WHICHEVER IS (REPUBLIC OR SOUTH AFRICA)**  
(1) REPORTABLE : ~~YES~~/NO  
(2) OF INTEREST TO OTHER JUDGES : ~~YES~~/NO  
(3) REVISED  
17-2-12  
SR [Signature]  
SIGNATURE

Date: 2012-02-17

Case Number: 75061/2009

In the matter between:

**MMANCHA DANIEL MANABILE**

Plaintiff

and

**THE ROAD ACCIDENT FUND**

Defendant

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**JUDGMENT**

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**SOUTHWOOD J**

- [1] When I handed down judgment on 31 January 2012 I granted leave to the parties to approach the court to amend the costs and consequential orders.
- [2] On 7 February 2012 the plaintiff's attorney, Gildenhuis Lessing Malatji, duly approached the court with written submissions but the defendant's attorney, Maponya Attorneys, Notaries and Conveyancers, did not do so. The plaintiff's attorney's letter dated 7 February 2012 attaching the written submissions is marked 'H' and the submissions themselves are

marked 'J'. The draft order submitted with the letter and submissions is marked 'K'.

- [3] On 14 February 2012 the plaintiff's attorney addressed a letter to the court pointing out that the parties had agreed on the order to be made. This letter is marked 'L'. Attached to the plaintiff's attorney's letter was a letter from the defendant's attorney dated 10 February 2012 in which he confirmed that they had agreed on the order to be made. This letter is marked 'M'. The agreed draft order is marked 'X'. There is no reason why the orders contained in this draft order cannot replace the orders made on 31 January 2012. The draft order contains the substantive orders made as well as the consequential and costs orders which the parties have agreed.

- [4] I make the following order:

The orders made on 31 January 2012 are replaced by the orders set out in the agreed draft order of court marked 'X'.

  
B.R. SOUTHWOOD  
JUDGE OF THE HIGH COURT

Signed on this the 16<sup>th</sup> day of February 2012.

CASE NO: 75061/2009

HEARD ON: 29 August 2011 to 1 September 2011

FOR THE PLAINTIFF: ADV. LINGENFELDER

INSTRUCTED BY: Gildenhuis Lessing Malatji Inc.

FOR THE DEFENDANT: ADV. M. HUGO

INSTRUCTED BY: Maponya Incorporated.

DATE OF AMENDED JUDGMENT: 17 February 2012

FROM

FADO\*

**IN THE NORTH GAUTENG HIGH COURT, PRETORIA**  
**(REPUBLIC OF SOUTH AFRICA)**

(FRI) FEB 10 2012 13:21/ST. 13:20/No. 7501107259 P 2

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Gildenhuis  
Lessing Malatji Inc  
Tel: (012) 428-8600

CASE NO: 75061/2009

In the matter between:-

**MMANCHA DANIEL MANABILE**

PLAINTIFF

-and-

**THE ROAD ACCIDENT FUND**

DEFENDANT

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**DRAFT ORDER OF COURT**

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The Honourable Southwood J orders that:

- 1.1 The Defendant is to pay to the Plaintiff the amount of **R690 446.00 (SIX HUNDRED AND NINETY THOUSAND, FOUR HUNDRED AND FORTY SIX THOUSAND RAND)**, which amount shall be paid into the trust account of Gildenhuis Lessing Malatji Incorporated, ABSA Bank, Brooklyn Branch, Account Number , Branch Code
- 1.2 The capital amount shall be paid into the above-mentioned trust account of Gildenhuis Lessing Malatji Incorporated within **14 (FOURTEEN)** days from the date of this order.
- 1.3 Should the Defendant fail to make payment of the capital within **14 (FOURTEEN)** days from the date hereof, the Defendant will be liable for

*[Handwritten signature]*  
15/2/12

FROM

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interest on the amount due to the Plaintiff at a rate of 15,5% per annum, from the 15<sup>th</sup> (FIFTEENTH) day from the date of this order, to the date of final payment;

- 1.4 The Defendant is to deliver to the Plaintiff an **UNDERTAKING** in terms of Section 17(4)(a) of the Road Accident Fund Act No 56 of 1996, to pay the Plaintiff's costs of future accommodation in a hospital or nursing home, or treatment of, or rendering of a service or supplying of goods to him/her, arising out of the above-mentioned injuries sustained by him/her in the motor vehicle collision on **30 DECEMBER 2007**, and to pay after such costs have been incurred and upon proof thereof;
- 1.5 The Undertaking in terms of Section 17(4)(a) shall be delivered to Giidenhuys Lessing Malatji Incorporated within **14 (FOURTEEN)** days from the date of this order.

2.

2.1 The Defendant is to pay the Plaintiff's taxed or agreed party-and-party costs, up to and including the date of this order on High Court Scale, which costs will include, but not be limited to:

2.1.1 The costs of obtaining the reports, addendum reports (if any) and joint minutes (if any) of the following experts:

- 2.1.1.1 Dr F A Booyse, Orthopaedic Surgeon;
- 2.1.1.2 ZAH Radiological Trust;
- 2.1.1.3 Ms M Adan, Neuropsychologist;
- 2.1.1.4 Dr JD Erlank, Plastic- and Reconstructive Surgeon;
- 2.1.1.5 Mr G Whittaker (Algorithm Consultants and Actuaries);

2.1.2 The costs of obtaining the reports, addendum reports and joint minutes, as well as the qualifying fees of the following experts:

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- 2.1.2.1 Ms E Jacobs, Occupational Therapist;
- 2.1.2.2 Ms A Jamotte, Industrial Psychologist;
  
- 2.1.3 The reasonable costs of transporting the Plaintiff to the Defendant's medico-legal examinations;
  
- 2.1.4 The costs for preparation of the Plaintiff's bundles of documents for trial purposes;
  
- 2.1.5 Costs of Plaintiff's Counsel on Senior/Junior Scale;
  
- 2.1.6 The costs of a consultation between the Plaintiff and his attorney to discuss the settlement offer received from the Defendant and the terms of this order;
  
- 2.1.7 The costs of the interpreter for purposes of trial.
  
- 2.2 In the event of the taxation of the Plaintiff's party-and-party costs, the Plaintiff shall serve the notice of taxation on the Defendant's attorney of record.
  
- 2.3 The Plaintiff's taxed and/or agreed party-and-party costs will be paid within **14 (FOURTEEN)** days from the date upon which same are taxed by the Taxing Master and/or agreed between the parties.
  
- 2.4 Should the Defendant fail to make payment of the Plaintiff's taxed and/or agreed party-and-party costs within **14 (FOURTEEN)** days as indicated in paragraph 5 above, the Defendant shall be liable to pay interest at the rate of 15.5% per annum as from and including the date of taxation of the party-and-party costs, alternatively settlement of the party-and-party costs, up to and including the date of final payment thereof.

BY ORDER

*[Handwritten signature]*  
17/11