



**IN THE NORTH GAUTENG HIGH COURT,
PRETORIA [REPUBLIC OF SOUTH AFRICA]**

CASE NUMBER: 22670 / 2018

In the matter between:

B AJP OBO B AF

PLAINTIFF

ROAD ACCIDENT FUND

DEFENDANT

And

JUDGMENT

Mavundla, J.

[1] The first Plaintiff is J B an adult male businessman who is acting in his personal capacity on behalf of, A B (hereinafter referred to as the patient) an adult male student with identity number [...], and the aforesaid J B as the second plaintiff, instituted an action against the Defendant in terms of the Road Accident Fund Act 56 of 1996 ("the Act") claiming damages they suffered as a result of injurie sustained by the by the second plaintiff, when a collision occurred on 10 June 2017 at corner Duncan and Brunette Streets, Hatfield, Pretoria, between motor vehicle with

registration letters and numbers [...] GP hereinafter referred to as the insured motor vehicle, then and there driven by one Ms I Oosthuizen, hereinafter referred to as the insured driver, and the second plaintiff who was then and there a pedestrian.

[2] It was alleged in the particulars of claim, that the alleged collision was caused by the sole negligent driving on the part of the insured driver, whose negligent in one or all various ways chronicled, which for purposes of this case I need not tabulate. The parties have since resolved, *inter alia*, substantial aspects of the issues, in particular:

2.1 that the defendant is 100% liable to compensate the plaintiffs for proven damages;

2.2 defendant would furnish an undertaking in terms of s17 which has since been furnished, in respect of past and future medical expenses;

2.3 defendant is to pay the second plaintiff an amount of R150 000.00 in payment of the Past Care Giving Services in relation to the accident under review.

2.4 General damages have been agreed upon in an amount of R2 million, which has since been paid into a trust already created;

2.5 some curator ad litem has been appointed;

2.6 The defendant to pay the second plaintiff an amount of R150 000. 00 in payment of the Past Care Giving Services in relation if the accident in issue in *casu*;

2.7 the aspect of past medical expense is postponed *sine die*.

[3] The parties have resolved substantial aspects relating to quantum. The only issue this court is invited to deal with is the question of past and future loss of earnings. of the second plaintiff. In this regard the plaintiffs have presented various experts witnesses' reports. Of importance is the report of the industrial psychologist, as well as an actuarial calculation. The also two witnesses, namely Patrick Duvenhage and Ms Monica E Botha an Industrial Psychologist. I will revert to the evidence of these two witnesses herein below.

[4] According to the particulars of claim, and also corroborated by the expert reports which are not in dispute, the second plaintiff as the result of the collision sustained the following injuries:

4.1 severe and multiple brain injuries;

4.2 skull fracture;

4.3 chest wall injury;

4.4 Internal organ injuries;

4.5 Various bruises, abrasions, contusions and lacerations; and

4.6 Psychological shock and trauma.

[5] As the result of the aforesaid injuries and *sequelae* thereof, the patient:

5.1 received medical and emergency hospital treatment and incurred medical expenses in connection therewith;

5.2 will require future medical and hospital treatment and will necessitate the incurring of further medical expenses;

5.3 was temporarily disabled and thereafter totally disabled to the effect that the patient is in a persistent vegetative state;

5.4 suffered a total loss of earning and earning capacity and will in future suffer a total loss of earnings and or earning capacity;

5.5 experienced pain and suffered, disfigurement and discomfort and will in future continue to experience pain, suffering disfigurement and discomfort;

5.6 suffered a loss of amenities of life and will in future continue to suffer a loss of amenities of life;

5.7 experienced emotional shock and psychological trauma;

[6] The plaintiffs in their particulars of claim, formulated their damages claims arising from the injuries sustained by the patient in the aforesaid collision as follows: as follows:

6.1. Past loss medical and related expenses in the amount of R100 000. 00;

6.2. Future medical expenses and related expenses

6.2.1 Costs R160 000. 00;

6.2.2 psychotherapy treatment to be recommended by Neuropsychologist at the costs of R130 000. 00

6.2.3 Treatment for epilepsy to be recommended by Neurosurgeon at the costs of R60 000. 00;

6.2.4 Conservative treatment at the costs of R100 000. 00

6.3. Loss of earnings/ earning capacity in the amount of R6 866 967. 00

6.4. General damages in respect pf pain, suffering, discomfort, loss of amenities of life, shock R960 000. 00

TOTAL R6 966 967. 00

[7] The defendant has admitted all the plaintiffs' medical expert's reports, save for the industrialist psychologist and the actuarial reports. The only issue is the industrialist psychologist's postulation what contingencies have to be applied to the figures.

[8] From the medical and experts reports the patient was on 12 June 2017 initially taken to Zuid Afrikaans Hospital with a Glasgow Coma Scale (GCS) of 14/15. There was a rapid deterioration in GCS to 3/15 while awaiting the ambulance . He had emergency surgery to evacuate the hematoma and subsequent surgery to insert a ventriculoperitoneal (VP) shunt for hydrocephalus which developed as a complication of the head trauma. On 27 June 2017 he had an insertion of a ventricular peritoneal (VP Shunt) . On 3 July 2017 he had an insertion of tracheotomy and percutaneous endoscopic gastrostomy (PEG) tube. In total he spent 7 (seven) weeks in the intensive Care Unit (ICU) and 3 (three weeks in the High Care Unit (HCU). On discharge from Netcare Unitas Hospital he was sent to Muelmad Rehabilitation Centre where he received inpatient rehabilitation for 12 (twelve) weeks.

[9] At the time of the accident the patient was 22 years and 8 months old, single and had no children. He was in the second year B Com Financial management degree with UNISA. In 2013 he worked as a waiter at Mike Kitchen. From 2014 to 2015 he worked as PTNL as an IT technician. From 1 May 2017 he worked as an intern for CA at Patrick Ouernage. From 1 May 2017 until the 10 June 2017 he worked as an intern for Patrick with a salary of RIO 000. 00 per month. He was epileptic and on medication.

[10] The patient post-accident and sequelae of the accident according to:

10.1 Elize Jacobs an occupational therapist the patient is unemployable in the open labour market because he is visually impaired and needs the assistance of others, has slurred speech, and is socially inappropriate with his utterances;

10.2 Gerda Cillers a physiotherapist, the patient is experiencing weakness to his left foot (drop foot), left atrophy of his left shoulder with decreased scapular stability; has developed lewd behavioural tendencies towards

women; presented painful with palpitation over his hip joints; after³/₄ of assessment was tiring, speech slurred and almost sleepy;

10.3 Dr Henk J Swanepoel, a clinical psychologist, he is delusional, has suicidal thoughts major neuro-cognitive disorder due to TBI;

10.4 Dr Kobus Le Roux, a psychologist, the patient has a major depressive disorder; is psychotic due the GMC and has cognitive disorder; cortical blindness; his epilepsy has worsened; developed Tourette's syndrome and hallucination and is unemployable;

10.5 Dr Dennis Kitavujja Mutyaba, a neurosurgeon, the patient displayed severe psychological and neuro-cognitive deficits; is grossly below average intelligence after the accident; suffers from severe TBI, was epileptic prior to the accident, epilepsy has worsened after the accident, has more than 50% increased risk of dementia or early Alzheimer compared to normal control; longevity has been curtailed; has increased chances of sustaining further head injury due his dis-inhibition;

10.6 Kobus Venter, a Bio-kineticist, the patient is disabled and unemployable as the result of accident related injuries, will no longer function at the same level prior to the accident even with successful treatment;

10.7 Dr L. F. Oelofsse, an orthopaedic surgeon, the patient has spasm of intrinsic muscles of both hands; mild weakness of the left arm; decreased power in both arms but more on the left; walks with a left drop gate; has weakness of left leg muscles (3/5 in all muscles groups); ankle movement has decreased; no active movement on toe flexion and decreased sensation from lateral knee to foot;

10.8 Dr Daniel Tobias Cornelius, an ophthalmologist /eye specialist, the patient sustained severe head injury resulting in bilateral optic atrophy. His visual loss is permanent. He will no longer be able to compete in an open labour market.

[11] From the examination of the patient by the experts and their conclusions, it is clear that he was severely injured, cognitively and physically compromised to such an extent that he is completely unemployable. His pre-accident epilepsy has worsened; longevity has also been severely compromised. He is now completely dependent on others. The question remaining is to determined what would be an

appropriate amount to compensate the patient for his further loss of earning capacity.

[12] The plaintiffs called Mr Patrick Duvenhage who testified that he is an entrepreneur and does others ranges of financial accounting, entertainment, tattoo parlour. He knows the plaintiff as they worked together previously at Londoloza Protection Group where he was a financial accountant. Rian was providing the support services. He was employed by another company rendering services to Londoloza. He head-hunted Riaan as he struck him as a hard worker as a consultant in his (the witness's) IT services. He also has intended to start his own company. He interacted with the Riaan. He had personal intimate knowledge of Riaan who worked in a team, but was someone could be relied upon. His colleagues relied on him, he was a hard worker. The witness left Londoloza to start his own business, which he run with another person. He came to work for DCC and remunerated him. He and Riaan formed a company which would provide services to Londoloza for R10000.00 per month. He always had new ideas and wanted to grow and start his own IT Company business. He and Riaan formed a company which would provide services to Londoloza. They used a shelf company, while they were in discussion the accident occurred. Riaan did the business plan. He was impressed by Riaan's ideas. The arrangement was that they could share 60% pocket share irrespective who brought the business. The accident occurred in June 2009 He would have had an additional R26 000 per month. He was 22-year-old at the time of the accident. Mia talk Riaan signed Londoloza had special relationship with these companies and would have been easy for him to bring these companies to the witness. Apart for Riaan looking for clients, the idea was to include Riaan. They have opened numerous other companies. They formed Comicon which is a festival in which they bring various artist. He has to go to America and would have involved Riaan Under cross examined by Adv Westenaar the Duvenghage stated that: "I need your talk" is a company which they had, changed its name and rebranded after the accident to Mogul Operations The entity was not registered in the name of Riaan. They were in the process of registering a legal entity, together vide page 111 bundle 1 where it is recorded that:

"The plaintiff informed that he and Mr Duvenhage was on the verge of starting a new company ("Skylakes Technologies") and getting a contract with Lifestyle Home

Gardens Centre in Randburg for doing the whole Centre's IT security systems. The plaintiff would reportedly have been the director of the company."

Duvenhage said that the Londoloza contract was signed up. He does not have a documentation thereof. It would have been signed with Migatalk. The plaintiff only found about this contract much later. He was phoned by some lady who said that they would see whether Riaan recovers and because of the long relationship they would see whether they would let them have the contract. He conceded that it was strange that they did not have any documentation, and ascribed this to the fact that they did not have an office, neither did they have any record to print because everything was in Riaan's computer. Riaan handled everything including his bank accounts. Riaan controlled everything. The Londoloza contract was signed. They could still trade with this entity. He had appointed Riaan to handle these contracts. In Migatalk he himself is the main person. The emails were in Riaan's lap top and could not be retrieved. He is overseeing these projects and was aware of what was happening as they had regular meetings. The signed contract was in the emails and when Riaan was involved in the accident, he never had access to the emails. Riaan would have implemented all these things. He also lost lot of information. He also had relationship with Londoloza but it was not necessary to continue with it because he does not have IT expertise.

Under re-examination, he was referred to page 111page 106 the report of Ms Botha, where it was recorded that efforts to contact the pre-accident employer the number of DTML Technologies was indicated to be no longer in service and calls to Duvenhage Mr Ouvenhage remained unanswered. He said that he changed his cell phone during the period. The only time he spoke to Ms Botha, was much later and he spoke to her. She prepared a brief report. He confirmed that that information did not come from at that time.

[13] Ms Monica Botha testified that she n industrialist psychologist. She confirmed her report which was marked Exhibit A; Exhibit BI, 82, 810. She consulted with the patient (patient) with his father and mother. She obtained collateral information telephonically. Page 111. She was referred to page 111 of exhibit BI She did not have the correct contact number of Patrick but from the plaintiff/ patient himself and his mother. She confirmed that in her report at page 106 paragraph 2.4 she noted that: "DTML Technologies, plaintiff's previous employer; Patrick Duvenhage owner of

DCC Financial Consultants; Daylin Gibbons, General Manager of Lifestyle Home Garden Centre in Randburg. She tried to contact the plaintiff's pre-accident employers, however the number DTML Technologies was indicated to be no longer in services and calls to Duvenhage remained unanswered. Mr Gibbon indicated that the plaintiff was not employed at the Lifestyle Centre, they cannot accurately indicate his earnings. The period based at Lifestyle the plaintiff was not directly employed by the Lifestyle Home Garden Centre but was based on the premises for a period of time. Botha however, stated that but for the accident, the future contract with Lifestyle Home Garden Centre would have resulted in the plaintiff's salary averaging R50 000. 00 per month.

[14] Botha in her addendum report dated 13 November 2018 stated that it was confirmed that the plaintiff was an IT Consultant at DCC Financial Consultants and earned R10 000. 00 per month pre-accident. Apart from a service rendered for DCC Financial Consultant, the employer had offered the plaintiff an opportunity to be a co-founder of a new company "Migotorque" that the plaintiff had planned to established to render IT related services to clients. Some prospective clients (Londoloza and Lifestyle Garden Centre according to Duvenhage indicated that they had agreed to employ this new company's services and Londoloza would have started on 1 July 2017 paying a retainer of between R20 000. 00 and R30 000. 00 per month and Lifestyle Gardens Centre would have started from 1 January 2018 paying R50 000. 00.

[15] The evidence of both Duvenhage and Botha in so far as the alleged contracts are concerned, is in my view not satisfactory. Mr Gibbon indicated that the plaintiff was not employed at the Lifestyle Centre and cannot accurately indicate his earnings. Surely, Gibbon would have remembered having promised to contract with Duvenhage or the plaintiff a contract of R20 000. 00. This is not something to be easily forgotten. What is also striking is that no documentation was produced to buttress the "say so" of Duvenhage in so far as his entrepreneurship and other ranges of financial accounting, entertainment, tattoo parlour are concerned. I am mindful of the fact that the issue is what the patient was earning prior the accident and but for the accident would have earned in the future. There is no explanation why Duvenhage, as the employer of the patient, did not produce his own bank

statements to prove the salary payment he made to the latter. A perusal of the Capital Bank statements of the patient only revealed payments ranging from R6000.00 from OTML on 25/06/2015 to R8 500 . 00 in 24/07/2015. The alleged salary of R10 000. 00 is not supported by any empirical evidence, and in my view is a slight exaggeration. In so far as Botha is concerned, she formulated her views on the basis of secondary information presented to her. If that secondary information is suspect, her conclusions and future projections of the patient's earnings is invariably flawed and not helpful to the court; vide *Neutral citation; Glenn Marc Bee v Road Accident Fund*¹ and *Jacobs v Transnet Ltd t/a Metrorail*² also *Coopers (South Africa) (Pty) Ltd v Deutsche Gesellschaft Fur Schiidlingsbekiimpfung mbH*.³

[16] The court was presented with an actuarial report of Mr Johan Potgieter dated 14/11/ 2018. Potgieter's calculations are premised on the erroneous supposition that the patient was earning R10 000. 00 per month and concluded that the net past loss was R196 913; future loss was R9 980 575 and total loss R10 177 488. I have already found that the amount of R10 000.00 is slightly exaggerated. In my view, the patient's past earnings should have been calculated on the amount of R8 500. 00 x 12 which totals to R102 000. 00 per annum.

[17] In the matter of *President Insurance Co Ltd v Mathews*⁴ Smalberger JA held that: "The plaintiff's action is one for damages based on negligence, Under the *lex Aquilia*, as developed in our law, he is entitled to be compensated to the extent that his patrimony has diminished in consequence of such negligence. This also takes into account future loss. His damages therefore include any loss of earnings or future earning capacity he may have suffered. (See *Santam Versekeringsmaatskappy Bpk v Beyleveldt* 1973 (2) SA 146 (A) at 160A-C.) A precise mathematic al calculation of such loss is seldom possible because of large number of variable factors and imponderable s which come into play. It is recognized, however, that 'the monetary value of loss of earning capacity may be proved in a variety of ways, depending on the facts of each case'. (Per it is trite that authorities have held that in awarding damages the courts strive to place the victim in the projected same position he would

¹ (093/2017) (2018) ZASCA 52 (29 March 2018)

² [2014] ZASCA 113; 2015 (1) SA139 (SCA) - paras 15 and 16;

³ 1976 (3) SA 352 (A) at 371 F.

have been but for the accident. However, the use of actuarial calculations and reliance upon their evidence by the courts merely guides the courts to make an informed guess on logical basis of the reasonable value of what the loss of future earnings is; *vide Ga/lie NO v National Employers General Insurance CO Ltd*.⁵ As stated in *Southern Insurance Association Ltd v Bailey NO*⁶ that an enquiry into damages for loss of earning capacity '...is of its nature speculative, because it involves a prediction as to the future without the benefit of a crystal ball, soothsayers or oracles. All the court can do is to make an estimate, which is often a very rough estimate, of the present value of the loss.

[18] In the matter of *Legal Insurance Company Ltd v Botes*⁷ Holmes J.A. held that the court 'In assessing the compensation the trial Judge has a large discretion to award what under the circumstances he considers right. He may be guided but is certainly not tied down by inexorable actuarial calculations.' I may also add that the court is also not bound by previous awards. I also do bear in mind that the court in making awards, must balance the interest of both parties, make a fair, just and reasonable award. The Supreme Court of Appeal in *De Jongh v Du Pisanie NO*⁸ cited with approval from *Pitt v Economic Insurance Co Ltd*⁹ where it was held that:

"The court must take care to see that its award is fair to both sides-it must give just compensation to the plaintiff, but it must not pour out largesse from the horn of plenty at the defendant's expense".

[19] In the exercise of my discretion to determine an appropriate award for the future loss of earnings *in casu*, I take note of the fact that the patient' matric results (November 2012) and UNISA Bachelor of Accounting Sciences in Management Accounting for period November 2013 to June 2017 reflect that he was a hard worker averaging between 50% and 70%, with mostly inside 60%. His scholastic performance is impressive indicating, revealing a potential of doing well academically. I accordingly surmised that he would have completed his Accounting

⁴ 1992 (1) SA 1 (AD) at 5 C-D.

⁵ 1992 (2) SA 731 at 736b.

⁶ 1984 (1) SA 98 (a) at 114d).

⁷ 1963 (1) SA 608 (AD) at 614 F.

⁸ 2005 (5) SA 457 (SCA) ;at page 476C-D.

Sciences in Management Accounting studies and placed himself in a position to earn well. I also take into account the fact that he has been compensated substantially in an amount of R2 000 000. 00 (two million rand) for general damages.

[21] I further take note of the fact that the patient had pre-morbid condition in the form of epilepsy, although he was on medication. It is a given that epilepsy, is a condition which has the potential of curtailing a person's longevity. In as much as Bates and Potgieter have projected their calculations of the patient's loss of earnings on the supposition that he would have retired at age 65, they failed to be realistic and factor in the probability of early retirement as the result of the patient's epilepsy.

[22] I also take into account, that properly invested, the amount I am about to award in respect of future loss of earnings, coupled with the general damages awarded, the subsequent yield in the form of interest will invariably off set whatever shortfall there might be. Accordingly, I conclude that an award amount of R5 008 000. 00 is fair and reasonable *in casu*. In respect of past loss of earnings, I award an amount of R102, 000. 00. The sum total to be awarded to the patient is an amount of R5 110 000. 00 (five million one hundred and ten thousand rand), which the defendant is obliged and ordered to pay.

[23] Regard being had to the severity of the injuries and quantum involved in this matter, the employment of two counsel was merited. Needless to state that costs follow the event.

[24] The parties provided the court with a draft order, which is amended to include the award of R5 110 000. 00 (five million one hundred and ten thousand rand). The draft order is comprehensive and encapsulates, *inter alia* the aspect of cost, including those of expert witnesses.

[25] In the result the draft order as amended is marked X22670/2018 and made an order of court.

⁹ 1957 (3) SA 284 (D) at 287E-F.

N..M. MAVUNDLA
JUDGE OF THE COURT

DATE OF JUDGEMENT: 25/11/2019
APPLICANT'S ADV ADV.J.P.J. DU PLESSIS SC
WITH ADV LE. SCOTT
INSTRUCTED BY MACROBERT INC
RESPONDETS' ADV MR M.T. MOGASHANE
INSTRUCTED BY TSEBANE MOLABA ATTORNEYS

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

ON THIS 25TH DAY OF NOVEMBER 2019 AT COURT 6B

BEFORE HIS LORDSHIP MAVUNDLA

Amended Draft Order X, under CASE NO: 22670/2018

In the matter between:-

ADV SJ MYBURGH N.O.
(INJURED: B AF)

FIRST PLAINTIFF

B J

SECOND PLAINTIFF

-and-

THE ROAD ACCIDENT FUND

DEFENDANT

DRAFT COURT ORDER

AFTER HEARING LEGAL REPRESENTATIVES the following order is made:

1.

The Defendant is to pay the First Plaintiff an amount of R 5 110 000.00 (FIVE MILLION ONE HUNDRED AND TEN THOUSAND RAND) in payment of the Loss of Earnings suffered by the injured in relation to the accident under review, which amount shall be paid into the trust account of Gildenhuys Malatji Incorporated, ABSA Bank, Brooklyn Branch, Account Number [...], Branch Code 335345 under Reference: G ERASMUS/01814150.

2.

The Defendant is to pay the Second Plaintiff an amount of R150'000.00 (One Hundred and Fifty Thousand Rand) in payment of the Past Care Giving Services in relation to the accident under review, which amount shall be paid into the trust account of Gildenhuys Malatji Incorporated, ABSA Bank, Brooklyn Branch, Account Number [...], Branch Code 335345 under Reference: G ERASMUS/01814150.

3.

The capital amount shall be paid into the above-mentioned trust account of Gildenhuys Malatji Incorporated within 14 (FOURTEEN) days from the date of this order which capital shall be utilised as ordered by this Court on 14 November 2018.

4.

Should the Defendant fail to make payment of the payment within 14 (Fourteen) days from the date hereof, the Defendant will be liable for interest on the amount due to the Plaintiff at a rate of 10.25% per annum, from the 1st (First) day from the date of this order, to the date of final payment, which will include the interest due and payable.

5.

The aspects of past medical expenses is postponed *sine die* subject to the following provisions:

- 5.1 The Defendant is ordered to provide the Plaintiffs with Plaintiffs marked schedules in respect of past medical expenses within a period of 6 weeks from this trial date;
- 5.2 The marked schedules should indicate which items are admitted and which items are disputed with reasons for same;
- 5.3 Once all the marked schedules have been submitted to Plaintiffs the parties are ordered to facilitate a meeting with the actual defendant's employee that assessed the schedules as to facilitate, if possible, a settlement of the remaining disputed items. This meeting should occur within 6 weeks of such schedules being submitted;
- 5.4 If, after such a meeting, there is no meeting of minds and the Past Medical Expenses remain unsettled, the Plaintiffs can apply for a hearing date to argue the remaining aspects.

6.

The Defendant is ordered to pay all Plaintiffs attorneys' cost, in respect of quantum, of suit, on the High Court scale up to date hereof, which costs include (but not be limited to):

- 6.1. The costs of travelling, accommodation and attending to the examinations and the costs incurred in obtaining all the medico-legal-, and actuarial reports, addendum reports, RAF form 4 reports and any joint minutes / reports, as well as the qualifying- and reservation fees and court attendances (if any), of specifically (but not limited to) the following experts, if not previously paid, but inclusive of all addendum reports:
 - 6.1.1 Any and all radiological reports requested by the below-mentioned experts;
 - 6.1.2 Dr K Roux, Psychiatrist inclusive of the RAF form 4 completed by him as well as his reservation for trial;
 - 6.1.3 Dr H Swanepoel, Clinical Psychologist, inclusive of the RAF Form 4 completed by him as well as his reservation for trial;
 - 6.1.4 Dr DT Mutyaba, Neuro-Surgeon inclusive of the RAF Form 4 completed by him as well as his reservation for trial;

- 6.1.5 Dr N Cornelius, Ophthalmologist, inclusive of the RAF Form 4 completed by him as well as his reservation for trial;
- 6.1.6 Dr LM Wynand-Ndlovu, Neurologist, inclusive of the RAF Form 4 completed by him as well as his reservation for trial;
- 6.1.7 Dr L Oelofse, Orthopaedic Surgeon;
- 6.1.8 Ms Elzeth Jacobs, Occupational Therapist inclusive of the home visit and the addendum report;
- 6.1.9 Ms Arlene Classen, Nursing Expert inclusive of her home visit and the addendum report;
- 6.1.10 Messrs ATC Consultants Assessors;
- 6.1.11 Ms. Gerda Cilliers, Physiotherapist;
- 6.1.12 Mr K Venter, Biokineticist;
- 6.1.13 Ms Monica Botha, inclusive of all her addendum reports and her reservation for trial and her court attendance for 12 and 13 June 2019;
- 6.1.14 Mr. Johan Potgieter, Actuary for all their calculations;
- 6.2. The day fees and the costs of two counsel and the curator *ad litem* for both 12 and 13 June 2019;
- 6.3. The additional costs of the preparation of 6 new / further trial bundles as per the Practise Directive and as agreed upon in the Pre-Trial Minutes;
- 6.4. All the costs associated with the evaluation and attendances to all the defendant's medico-legal appointments inclusive of travel time and expenses as well as accommodation costs;
- 6.5. The costs of the curator *ad litem*, his day fees, as well as all the costs associated with his appointment and the application appointing him;
- 6.6. The costs associated with the appointment of a curator bonis as per the recommendation of the curator *ad litem*, if so required;
- 6.7. The reasonable costs of consultation with counsel, witness (Mr P Duvenhage) and experts for trial purposes;

7.

Should the Defendant fail to pay the Plaintiffs party & party costs as taxed or agreed with 14 (fourteen) days from the date of taxation, alternatively date of settlement of such costs, the Defendant shall be liable to pay interest at a rate of 10.25% per annum, such costs as from and including the date of taxation, alternatively the date

of settlement of such costs up to and including the date of final payment thereof.

8.

The Defendant shall pay the agreed or taxed party & party costs, within the period of 14 (fourteen) days from taxation along with all interest incurred, into the trust account of the Plaintiffs Attorneys of Record, Messrs Gildenhuis Malatji Inc, ABSA Bank, Brooklyn Branch, Account Number [...], Branch Code 335345 under Reference: G ERASMUS/01814150;

9.

There is no contingency fee agreement applicable on this matter.

BY ORDER OF THE COURT

REGISTRAR

Counsel obo Plaintiff: Adv MCC de Klerk (082 [...]) & Adv WS Jungbluth (082 [...]) - Gildenhuis Malatji Inc.

Counsel obo Defendant: Adv. Donald Westebaar (073 [...]) - Brian Ramaboa Attorneys.

W: 675