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**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

CASE NUMBER: **6866/2020**

(1) REPORTABLE: ~~YES~~ / NO

(2) OF INTEREST TO OTHER JUDGES: ~~YES~~ / NO

(3) REVISED

DATE: 25 June 2024

SIGNATURE

In the matter between:

RUDOLPH NKULULEKO BUTHELEZI

PLAINTIFF

and

THE ROAD ACCIDENT FUND

DEFENDANT

SUMMARY: *Civil Proceedings: Claim for damages in respect of general damages and loss of earnings- the onus of proof. The Defendant's special plea- the effect thereto on the plaintiff's claim for general damages.*

JUDGMENT

MNCUBE, AJ:

INTRODUCTION:

[1] The plaintiff, Mr Buthelezi instituted action for damages following a motor vehicle accident in which he sustained injuries. In the amended particulars of claim he is claiming damages in the total sum of R3 158 536 (three million one hundred and fifty-eight thousand five hundred and thirty six rand) plus interest of 15.5% per annum fourteen days from date of judgment.

[2] The defendant is the Road Accident Fund which is a statutory body established in terms of section 2 of the Road Accident Fund Act 56 of 1996¹. During the hearing, the plaintiff was represented by Adv. Khumalo and there was no appearance on behalf of the defendant. Pursuant to the Rule 38 (2) of the Uniform Rules application, this was granted in the exercise of this court's discretion.²

FACTUAL BACKGROUND:

[3] On 27 May 2018 between Khonolo Secondary School and Dr Sangeni Surgery in Mondlo the plaintiff who was a passenger in a vehicle which was involved in a collision and sustained injuries.³ He was hospitalised at Vryheid Hospital overnight and then transferred to Greys Hospital for further treatment. The plaintiff then issued summons to claim the damages he alleges that he suffered as a result of the accident. The defendant raised a special plea in that the plaintiff failed to comply with section 17 of the Road Accident Act 56 of 1996 as amended read with provisions of Regulation 3 by neglecting to submit himself to the statutory prescribed procedure and methods. The parties held a pre-trial conference the first on 3 November 2022 in which they agreed not to separate merits and quantum as envisaged in Rule 33 of the Uniform Rules as well as the fact that the defendant was still persisting with the special plea.

ISSUES FOR DETERMINATION:

¹ Amended by Act 19 Of 2005 which came into operation on 1 August 2008.

² See *Madibeng Local Municipality v Public Investments Corporation* 2018 (6) SA 55 (SCA) at para 26.

³ Fractured Maxilla, laceration of the upper lip, laceration of the chest and right forearm.

[4] The issues for determination are whether or not the defendant was liable for the injuries sustained by the plaintiff in a motor vehicle accident (merit) and the damages (general damages and loss of earnings) suffered.

SUMMARY OF THE EXPERTS' REPORTS:

[5] The plaintiff submitted reports by various experts. **Dr Martha M. Tiholoe** a Maxillofacial and Oral Surgeon noted two scars on the plaintiff's upper lip and a C-shaped scar on the left eyebrow. The plaintiff was restricted semifluid and soft food with 10%WPI.⁴ Dr Tiholoe opined that disturbances in facial appearance or functions can also have a major impact on social acceptance and the plaintiff has permanent disfigurement with scars on the face. She noted the following-

- (a) Class 1 facial abnormality which is limited to a disorder of cutaneous structures with 2% WPI.
- (b) There were no clinical signs of cranial nerve fallout.
- (c) The plaintiff has a permanent facial disfigurement with multiple scars on the face and fractured anterior teeth which affects self - esteem.
- (d) The plaintiff suffered from acute pain for one to seven days after the injury and continues to suffer from painful teeth and chronic headache.
- (e) She rated the plaintiff's WPI at 12%.
- (f) The interpretation of the radiographs was the missing teeth, fractured 25 and 26, over erupted anterior teeth with associated periapical abscess on 31 and 41.

⁴ WPI: Whole person impairment.

- (g) The plaintiff suffered from LeFort1 and dento-alveolar fractures. The fractures healed with over erupted and loose teeth. The teeth are painful and affects mastication.
- (h) The plaintiff will need surgical removal of the root rest.
- (i) The lower incisors have periapical abscess that will require root canal treatment and restoration with dental crowns.
- (j) Multiple facial lacerations.

[6] Dr Tlholoe opined that the plaintiff has lost the amenities of life during hospitalization and recuperation. The injuries are not likely to influence the plaintiff's natural survival. The plaintiff does qualify for the Narrative Test serious long-term impairment or loss in body function and permanent serious disfigurement. She opined that though the plaintiff's WPI does not reach 30%, he was still eligible for general damages, pain and suffering and it would be fair to compensate him for future medical treatment.

[7] **Ms Marumo Celia Nze Milame** an Occupational Therapist assessed the plaintiff on 8 November 2022 and opined that before the accident the plaintiff was in good health. The plaintiff reported that he uses medication to cope with pain as he suffers from recurrent headache. He complained that he has difficulty in chewing solid food as well having a painful right arm and lower back. He takes over the counter medication for the pain. Cold and inclement weather aggravates the pain in his joints. The plaintiff also reported loss of memory and that he forgets easily and avoids social gatherings which affects his self-esteem. She opined that the plaintiff would benefit from psychological intervention.

[8] Ms Milame noted that the plaintiff was unemployed at the time of the accident. During the assessment the plaintiff's physical endurance was fair. She opined that the plaintiff did not exaggerate his symptoms. His cognitive score indicated mild cognitive impairment. She further opined that the plaintiff would benefit from using assistive devices. The plaintiff performed personal care with significant levels of pain

and discomfort. She noted that the plaintiff's hand grip strength of the right hand was below normal limits. Also his current physical abilities do not meet his previous physical abilities and experienced some functional limitations during the assessment which was due to increased pain in the right upper limb and lower back. He presented with the capacity to perform work of a light physical nature and would benefit from occupational therapy intervention. His functional ability has been significantly compromised by the injury.

[9] **Ms Moipone Kheswa** an Industrial Psychologist who assessed the plaintiff on 23 April 2024 noted that the plaintiff entered an open labour market in 2012 as a general worker and probably would have worked until he retired at the age of 65 depending on his health, personal circumstances and his employer's retirement policy. Considering the plaintiff's age, she opined that he was likely to have progressed from his reported earnings and his salary could have escalated to upper quartile earning of unskilled non-corporate worker. The accident seemed to have had an effect on his vocational and private life. She opined that the plaintiff's reported headaches will have a detrimental effects on his concentration and may negatively influence his ability to work full potential and will render him more prone to error or negligent mistakes. This might affect his work quality and competence. The plaintiff's reported cognitive impairment will result in him forgetting important information this will impact negatively on his employment and earning potential post- accident.

[10] Ms Kheswa opined that having to work with pains, discomfort and restrictions the plaintiff will remain an unequal competitor and vulnerable employee. His injuries in all probability impact negatively on his future employment and earning potential. The plaintiff's future employability seemed severely curtailed and job opportunities severely limited. She opined that the injuries he sustained will have an indomitable effect on his ability to compete fairly in an open labour market. The highly competitive labour market will not make it any easier for the plaintiff to secure employment. She opined that it is reasonable that the plaintiff would have difficulties in functioning in an open labour market. Following his accident the plaintiff never returned to work and incurred past loss of earnings. For future loss of earning, the plaintiff suffered injuries that placed a restriction in his physical capabilities which had and will have a negative effect on his future earning potential. In view of the

plaintiff's level of education, work exposure and that he will require a sympathetic employment which is difficult to come by, in all probability the plaintiff will remain unemployed for the remainder of his life.

[11] **Mr A.C. Strydom** an Actuary calculated the loss of income suffered as a result of the accident. Pre- morbidity income calculations was R54 780 (fifty-four thousand seven hundred and eighty rand). Post- morbidity the plaintiff never returned to work and he was never compensated. He calculated the losses as follows (without contingency deductions):

	Pre-Morbid Income A	Post-Morbid income B	Loss	Loss limited to CAP
Gross past value of income	R416 640	0	R416 640	R416 640
Gross future value of income	R1 741 716	0	R1 741 716	R1 741 716
Totals	R2 158 356	0	R2 158 356	R2 158 356

[12] **Dr Sello Solly Selahle** a Plastic and Reconstruction Surgeon assessed the plaintiff on 21 May 2024 and noted that the main complaints from the plaintiff were scar on the face which was disfiguring and loose teeth. Dr Selahle opined that the impairment (the scar) was 5%WPI. He opined that the scar can improve by scar revision.

SUBMISSIONS:

[13] Counsel for the plaintiff made submission only in respect of the merit and quantum and did not deal with the special plea that was raised by the defendant which was relevant in respect to the claim for general damages. In the written heads of argument that the plaintiff lost amenities of life while in hospital and does qualify under the Narrative Test. Counsel referred to comparative cases such as **Z obo**

Plaintiff v RAF [2023] 2 All SA 563 (FB) where damages in the sum of R1 600 000 (one million six hundred thousand rand) were awarded, **Mokwena v RAF (75931/2017) [2020] ZAGPPHC 320 (3 July 2020)** where damages in the sum of R850 000 (eight hundred and fifty thousand rand) were awarded. The contention was that general damages should be awarded to the plaintiff in the sum of R1 200 000 (one million two hundred thousand rand).

[14] The argument was that prior to the accident, the plaintiff was healthy, employed and performed household chores with ease. After the accident, the plaintiff was unemployed and complained of pains. He cannot eat solid foods, lift heavy loads and cannot stand or walk for prolonged periods. The plaintiff has been left with a sequela which had an effect on his vocation and private life and should be compensated.

APPLICABLE LEGAL PRINCIPLES:

[15] In this judgment, I have dealt with the aspects of merits (including the effect of the special plea raised by the defendant), quantum of damages suffered by the plaintiff.

(a) Merits:

[16] A delict occurs when one person commits a wrong against another which causes injury or damage. The elements of delict are conduct, wrongfulness, fault, causation and damage. In **Country Cloud Trading CC v MEC, Department of Infrastructure Development, Gauteng 2015 (1) SA 1 (CC)** para [25] it was recognised that the element of wrongfulness provides the necessary check on liability.

[17] For general damages the court is required to assess the plaintiff's pain and suffering, disfigurement, permanent disability, loss of amenities. There was an onus on the plaintiff to prove on the balance of probabilities that the insured driver was negligent as alleged in the amended particulars of claim. The defendant's liability is on condition that the injury or damages suffered by a party or claimant was the result of the negligence of the insured driver as contemplated by section 17 (1) of the RAF

Act 56 of 1996 as amended. This meant that the plaintiff had proven negligence on the part of the insured driver. Negligence is the failure to take reasonable care to avoid causing injury or harm or loss to another person which is preventable. An act which falls short of this standard which causes damage unlawfully is deemed as negligent.⁵ The test to determine negligence is the reasonable person test.

[18] In **Kruger v Coetzee 1966(2) SA 428(A)** at 430 the court stated that liability arises if a reasonable person in the position of the defendant would foresee the reasonable possibility of his conduct injuring another person or property and causing patrimonial loss and would take reasonable steps to guard against such occurrence and the defendant failed to take such steps.

[19] In **Jones v Santam Bpk 1965 (2) SA 542 (A)** where it was stated '*a person is guilty of culpa if his conduct falls short of that of the standard of the diligens paterfamilias- a standard that is always objective and which varies only in regard to the exigencies arising in any particular circumstances. It is a standard which is one and the same for everybody under the same circumstances*'.

[20] The act of the insured driver must have been wrongful and negligent and caused the loss suffered. Wrongfulness as an element of delictual liability involves the breach of a legal duty to prevent the loss⁶.

[21] In determining the causal link between the negligent driving and the damages suffered, two enquiries arise- (a) the first enquiry is a factual one which is whether or not the defendant's wrongful act was the cause of the harm suffered by the plaintiff (the so called 'but for' element) and (b) the second enquiry is whether the wrongful act is closely linked to the damages or loss suffered (the so called *conditio sine qua non*).

[22] In respect to general damages, the defendant has raised a special plea as envisaged by section 17 (1) of the RAF Act 56 of 1996. It is therefore prudent to deal with the special plea. It is now settled that a court cannot make a determination

⁵ See *Mukheiber v Raath and Others* [1999] 3 All SA 490 (A) para [31].

⁶ See *Olitzki Property Holdings v State Tender Board and Another* 2001 (3) SA 1247 (SCA) para 11.

whether a plaintiff's injuries are so serious to the extent that the plaintiff must be compensated for general damages against the defendant. Regulation 3 (3) (c)⁷ provides that the Fund shall only be obliged to pay general damages if the Fund is satisfied that the injury has correctly been assessed in accordance with the RAF 4 form as serious. This regulation remains effective irrespective that the matter proceeds in the default of the Fund as defendant. See **Knoetsee NO v RAF (77573/2018 and 54997/2020 plus six Amici) [2022] ZAGPPHC 819** (2 November 2022).

[23] Regulation 3 (1) (b) (ii) provides that that the third party's injury must be assessed as 'serious' if it resulted in 30% or more impairment of the Whole Person as provided in the AMA guides. An injury may be assessed as 'serious' under the Narrative Test' provided for in Regulation 3 (1) (b) (iii).

[24] It is recognised that a special plea targets the non-compliance by the plaintiff of Regulation 3 which must be followed by a plaintiff. In **RAF v Duma and Other 3 cases 2013 (6) SA 9 (SCA)** para [19] it was held '*In accordance with the model that the legislature chose to adopt, the decision whether or not the injury of a third party is serious enough to meet the threshold requirement for an award of general damages was conferred on the Fund and not on the court... unless the plaintiff can establish the jurisdictional fact that the Fund is so satisfied, the court has no jurisdiction to entertain the claim for general damages against the Fund.*'

[25] In **RAF v Faria 2014 (6) SA 19 (SCA)** para [35] it was held 'As Duma makes clear, in terms of the amendment Act and the Regulations, the position is now that 'unless the Fund is so satisfied [ie that the injuries are 'serious'] the plaintiff simply has no claim for general damages; that 'unless the plaintiff can establish the jurisdictional fact that the Fund is so satisfied, the court has no jurisdiction to entertain the claim for general damages against the Fund' and 'for the court to consider a claim for general damages, the third party must satisfy the Fund, not the court, that his or her injury was serious'.

⁷ Promulgated under GN R 769 and R 777 in the Government Gazette 31249 of 21 July 2008.

(b) Quantum:

[26] A party's earning capacity may constitute an asset in a person's patrimonial estate. An enquiry into the damages for loss of earning, its nature is speculative on the basis that it involves a prediction of the future.⁸ The damages for loss of earnings can be granted where the plaintiff has suffered patrimonial loss. Once the loss of earnings is proven, the impairment of the loss must be compensated.⁹ To claim loss of earnings a plaintiff must prove on a balance of probabilities that the physical disability or impairment resulted in a loss and the actual patrimonial loss.¹⁰

[27] In **Prinsloo v RAF (3579/06) [2008] ZAECHC 193** para [5] it was stated 'A person's all-round capacity to earn money consists inter alia, of an individual's talents, skill including his /her present position and plans for the future and of course external factors over which a person has no control for.'

[28] In **RAF v Guedes 2006 (5) SA 583 (SCA)** para [8] it was stated 'It is trite that a person is entitled to be compensated to the extent that the person's patrimony has been diminished in consequence of another's negligence. . . The calculation of the quantum of a future amount, such as loss of earning capacity, is not, as I have already indicated, a matter of exact mathematical calculation. By its nature such an enquiry is speculative and a court can therefore only make an estimate of the present value of the loss which is often a rough estimate (see for example *Southern Insurance Association Ltd v Bailey NO*). The court necessarily exercises a wide discretion when it assesses the quantum of damages due to loss of earning capacity and has a large discretion to award what it considers right.'

[29] When assessing the quantum of damages suffered as a result of loss of earnings, a court exercises a wide discretion and the award should be fair to the parties. See **De Jongh v Du Pisani NO 2005 (5) SCA** para [60]. The standard approach to the calculation of loss of earnings is to calculate on one hand the capitalized value of all the earnings that the claimant would have received had

⁸ See *Southern Insurance Association Limited v Bailey NO 1984 (1) SA 98 at 113*.

⁹ See *Santam Versekeringsmaatskappy Bpk v Byleveldt 1973 (2) SA 146 (A) at 174*.

¹⁰ See *Rudman v RAF 2003 SA 234 (SCA)*.

she/he not been injured, and then on the other hand the capitalized value of all that he will receive now injured. The difference between these two values after adjustment for general contingencies is the loss suffered. A court has a discretion in allowing contingencies.¹¹ The determination of allowing for contingency deductions involves an estimation and depends on the judge's impression of the case. Contingencies serve as control mechanism to adjust the loss in order to achieve justice and fairness to the parties. See **Hall v RAF (2008/11330) [2013] ZAGPJHC 129 (28 May 2013)** para [52].

[30] Actuarial calculations in the assessment of damages are a useful guide, however a court is not tied down by such calculations¹². In **RAF v Guedes** supra para [8] it was further held *'Courts have adopted the approach that in order to assist in such a calculation, an actuarial computation is a useful basis for establishing the quantum of damages. Even then, the trial court has a wide discretion to award what it believes is just.'*

EVALUATION:

[31] The matter proceeded in the absence of the defendant which meant that the provisions of Rule 39 (1) of the Uniform Rules found application which stipulates-

'If, when a trial is called, the plaintiff appears and the defendant does not appear, the plaintiff may prove his claim so far as the burden of proof lies upon him and judgment shall be given accordingly, in so far as he has discharged such burden.' In the exercise of my discretion, the reports by the plaintiff's experts were accepted into evidence in terms of Rule 38 (2) of the Uniform Rules.¹³

[32] As I have indicated supra that the Counsel for the plaintiff elected to only address the merit of the claim and not the aspect of the special plea. I did not deem it prudent to bring out the aspect of special plea for two reasons- (1) at all material times, this aspect was within the knowledge of the plaintiff who elected not to

¹¹ See *AA Mutula Insurance v Van Jaarsveld* 1974 (1) SA 98 (A) at 113H-114E.

¹² See *Southern Insurance Association Limited v Bailey* supra.

¹³ See *Madibeng Local Municipality v Public Investments Corporation* 2018 (6) SA 55 (SCA) at para 26.

address it, and (2) it is not for the court to raise issues for determination but it is for the parties themselves who do so. See **Fischer and Another v Ramahlele and Others 2014 (4) SA 614** para [14] where it was held *'It is not for the court to raise new issues not traversed in the pleadings or affidavits, however interesting or important they may seem to it, and to insist that the parties deal with them.'*

[33] On the agreement by the parties not to separate merits and quantum, it was incumbent on this court to assess whether or not the plaintiff discharged the onus to prove the merit by proving negligence on the part of the insured driver and the quantum of damages. On the section 19F affidavit, the plaintiff averred *'On the 27th May 2018, at 01:30 at or between Khonolo Secondary School and Dr Sangeni Surgery, Mondlo I was a passenger in a motor vehicle bearing registration number and letter NV 39856 driven by Sithole Sabelo collided with motor vehicle bearing number and letters NV 14915, driven by Jera Austine.'*

[34] In my humble view, the special plea that the defendant raised was relevant in regard to general damages and the bare denial pleaded by the defendant on the merits did not challenge the plaintiff's version. Put simply, once negligence was proved on the part of the insured driver, then defendant becomes liable. Based on the affidavit by the plaintiff, what was evident was that he was a passenger in a vehicle driven by the insured driver at the time of the accident. In the pleadings the plaintiff averred that the accident was caused entirely by the negligence of the insured driver and expounded more regarding the alleged negligence. In the absence of a version from the defendant alleging and challenging the averment of negligence by the insured driver, the probabilities shifted in favour of the plaintiff that the insured driver was negligent. It followed that the plaintiff discharged the onus in respect of the merits by proving negligence of the insured driver thereby attracting liability to the defendant.

[35] On the aspect of quantum starting with the claim for general damages, there was no attempt by the plaintiff in a form of a court order to dismiss the special plea. This in my view constituted a shortcoming by the plaintiff which had an adverse effect on the claim for general damages. I hold this view on the basis that while the special plea still remains, it curtails this court's jurisdiction to deal with the merit of

the claim for general damages. I am not empowered in terms of Regulation 3 (3) to pronounce on the seriousness of an injury as contemplated by section 17 of the RAF Act 56 of 1996. To proceed to adjudicate on the merit of the claim in the face of a special plea in my view would be contrary to statute and case law.

[36] This view was cemented by the minutes of the pre-trial conference. During the pre-trial conferences that were held by the parties as indicated supra, the minutes dated 3 November 2022 reflect that *'Merits and quantum is NOT to be separated in terms of Rule 33.'* Then importantly in clause 3 the following was recorded-

'3.1 Did the Defendant file a special plea?

Yes.

3.3 If the answer above is affirmative, does the party wish to persist with the special plea and/or interlocutory application?

Yes.'

[37] It is unclear why the defendant persisted in this stance (i.e. to maintain the special plea) despite the postulations made by Dr Tlholoe that the narrative test was applicable on the plaintiff's claim for general damages. To answer this rhetorical question would be nothing short of speculation. Nevertheless, the failure by the plaintiff to remove the impediment that was raised by the special plea and canvassed during the pre-trial conference meant that this court has no jurisdiction to deal with the claim for general damages. It appears to me that the plaintiff operated under the misconception that because the defendant was in default, therefore there was no need to deal with the special plea. On the basis that I have no jurisdiction or power to adjudicate on the merit of the claim for general damages, it follows that the defendant's special plea must be upheld.

[38] In respect to the loss of earnings the postulation by the Industrial Psychologist is that following his accident the plaintiff never returned to work and incurred past loss of earnings and the accident rendered the plaintiff unlikely to be employable for the

rest of his life. This was not challenged by the defendant. In fact, in the minutes of the pre-trial conference, the defendant took no issue with the plaintiff's experts reports. The Actuary postulated that the plaintiff suffered loss of past earnings as a result of the accident and actuarial calculation was that the loss of past earnings (pre morbid) was the sum of R416 640 (four hundred and sixteen thousand six hundred and forty rand) and future loss of earnings was the sum of R2 158 356. It followed that in respect of loss of earnings, the plaintiff discharged the onus of proving on a balance of probabilities actual loss suffered (pre morbid) that was as a direct result of the accident.

[39] I am mindful that past awards serve as a guide, each case to be decided on its own merit¹⁴. I have considered the following past awards:

- a) Sefuthi v RAF (303/2019) [2022] ZAFSHC 268 (14 October 2022) the court awarded R 700 000.
- b) Hawando v RAF (70224/2019) [2022] ZAGPPHC 159 (11 March 2022) the court awarded R191 274, 65 for past loss of earning and R820 383,50 for future loss of earnings.
- c) Dlamini v RAF (7796/2010) [2023] ZAKZPHC 29 (3 March 2023) the court awarded a total sum of R1 398 567, 12.

[40] The contingency factors which have been considered are the following-

1. The high rate of unemployment that is current in the country.
2. The fact that the plaintiff left employment due to an injury to his hand which could have affected his overall ability to earn a living.

CONCLUSION:

¹⁴ See Protea Assurance Co Ltd v Lamb 1971 (1) SA 530 (A) 535H -536B.

[41] In conclusion, on the merits, I was satisfied that indeed the plaintiff was a passenger and proved the negligence of the insured driver. In relation to the general damages the defendant's special plea is upheld. In relation to the quantum of damages, I was satisfied that the plaintiff pertaining to loss of earnings proved his damages on the balance of probabilities. I found the postulation by the Actuary fair on the facts of this matter. I was satisfied that 5% contingency deduction for past loss of earnings (pre-morbid) and 15.5% contingency deduction future loss of earnings (pre-morbid).

COSTS:

[42] The last aspect to be addressed is the issue of costs. Awarding of costs is at the discretion of the court which must be exercised judicially. I found that a just cost order is as indicated in the court order hereunder. The costs referred to shall be on party and party as applicable on the High Court Scale A subject to the discretion of the Taxing Master.

Order:

[43] In the circumstances the following order is made:

1. Merits are granted 100% in favour of the plaintiff.
2. In relation to the claim for general damages, the defendant's special plea is upheld.
3. The defendant shall pay the total sum of R1 867 558 (one million eight hundred and sixty-seven thousand five hundred and fifty-eight rand) within 180 days from date of this judgment in respect of loss of earnings arising out of a motor vehicle accident on 27 May 2018.

4. The defendant shall pay the plaintiff's taxed or agreed party and party costs on the High Court scale (Scale A) and subject to the discretion of the Taxing Master subject thereto that:-

4.1 In the event that the costs are not agreed:

(a) The plaintiff shall serve a notice of taxation on the defendant.

(b) The plaintiff shall allow the defendant 180 days from date of allocator to make payment of the taxed costs. In the event that payment is not effected within the stipulated period of 180 days, the plaintiff will be entitled to interest at the rate prescribed by the Minister in accordance with the Prescribed Rate of Interest Act 55 of 1975 (as amended) per annum on the amount.

4.2 Such costs, subject to the discretion of the Taxing Master, may include the following-

4.2.1 The costs of all medico-legal, RAF 4 reports, and reports furnished to the defendant of the following experts- (i) Dr Martha M Tlholoe (Maxillofacial and Oral Surgeon); (ii) Ms Marumo Celia Nze Milane (Occupational Therapist); (iii) Ms Moipone Kheswa (Industrial Psychologist); and (iv) Mr A.C. Strydom (Actuary).

5. The reasonable and taxable preparation, qualifying and reservation fees of the experts, if any, as allowed by the Taxing Master.

6. The costs of and consequent to drafting and procuring affidavits from the experts witnesses.
7. The reasonable costs incurred by and on behalf of the plaintiff as well as costs consequent to attending the medico-legal examinations of the plaintiff.
8. The amounts shall be paid to the Plaintiff's attorney of record by direct transfer into their trust account on the following details:

Bank: Nedbank Bank

Account No: 1[...]

Branch code: 1[...]

Reference: M[...]

9. It is recorded that there is no contingency fee agreement.

MNCUBE AJ
ACTING JUDGE OF THE HIGH COURT
GAUTENG DIVISION, PRETORIA

Appearances:

On behalf of the Plaintiff	: Adv. I.T. Khumalo
Instructed by	: Raleswinga Attorneys Inc.
	: Suite 205N, 2 nd Floor
	: Provisus building, 523 Stanza Bopape Street
	: Pretoria
On behalf of the Defendant	: No Appearance.

Date of Hearing : 03 May 2024

Date of Judgment : 25 June 2024