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**REPUBLIC OF SOUTH AFRICA
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG**

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| (1) | REPORTABLE: NO |
| (2) | OF INTEREST TO OTHER JUDGES: NO |
| (3) | REVISED. YES |

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B.C. WANLESS

12 September 2024

CASE NUMBER: 26191/2019

In the matter between:

MOJALEFE CLEARANCE MARELETSE

Plaintiff

and

ROAD ACCIDENT FUND

Defendant

This judgment was handed down electronically by circulation to the parties' and/or the parties' representatives by email and by being uploaded to Caselines. The date and time for hand-down is deemed to be 10h00 on 2 August 2024.

JUDGMENT

WANLESS J

Introduction

[1] One **MOJALEFE CLEARANCE MARELETSE**, an adult male (*“the Plaintiff”*) instituted

an action against the **ROAD ACCIDENT FUND** (*“the Defendant”*) for damages arising out of a motor vehicle collision which took place on the 13th of October 2018. The trial in this matter was heard by this Court during the period 31 January 2024 to 10 September 2024.

[2] On the 2nd of February 2024, this court handed down an *ex tempore* judgment in respect of a point *in limine* raised on behalf of the Defendant. The point *in limine* was that this Court did not have the requisite jurisdiction to determine the Plaintiff’s claim in respect of General Damages. This Court dismissed the point *in limine*. (*See revised and written judgment in terms of the relevant Practice Directive of this Division, dated 24 April 2024: Judgment (On jurisdiction to determine general damages); at 024 – 1 on Caselines*). The trial proceeded on the 2nd of February 2024.

[3] Prior to the foregoing (as set out in this Court’s earlier judgment referred to above), on the 1st of February 2024, this Court made an order (*by consent between the parties*) that, in terms of subrule 33(4), the issues of liability and quantum were separated. Thereafter, an order was made (*also by consent*) that the Defendant would be liable to compensate the Plaintiff in respect of all (100%) of the Plaintiff’s proven damages. In the premises, the trial proceeded on the 2nd of February 2024 (*as set out above*) on the quantum of the Plaintiff’s damages only.

[4] In that regard, it was further agreed between the parties that the Defendant had previously tendered to the Plaintiff a certificate in terms of subsection 17(4)(a) of the *Road Accident Fund Act 56 of 1996* (*“the Act”*) in respect of the Plaintiff’s future hospital and medical expenses. Also, it was agreed that the Plaintiff’s claim in respect of past hospital and medical expenses should be postponed *sine die*. Suitable orders in respect of these heads of damages will be included in this judgment.

[5] Arising from the foregoing, the only remaining issues requiring adjudication by this Court are the following, namely:

5.1 the Plaintiff’s loss of earnings and loss of earning capacity; and

5.2 General Damages.

The evidence

[6] As appears to have become the norm in matters of this nature the Plaintiff did not testify before this Court. Instead, the Plaintiff's entire case comprised of medico – legal reports by various experts, confirmed by way of affidavits. The evidential basis of these medico – legal reports was that *(as set out in the Joint Practice Note dated 19 January 2024 and the Form 10 certifying the matter was trial ready issued by Malindi J on the 24th of October 2022)* the parties agreed to proceed to trial on the Plaintiff's unopposed *(the Defendant had filed no expert medico-legal reports)* single experts' reports *(no addendum medico-legal reports were filed on behalf of the Plaintiff)*, including the opinion and conclusion reached by the experts save for the proposed amount of the Plaintiff's quantum of damages.

[7] The expert medico-legal reports filed on behalf of the Plaintiff are the following:

7.1 Dr Maku – Orthopaedic Surgeon;

7.2 Ms Mudau – Occupational Therapist (but 36(9)(b) Notice in terms of Mary Shakoane);

7.3 Ms Christina Badalani – Industrial Psychologist (but 36(9)(b) Notice in terms of "Vuyo Nako Consulting");

7.4 Independent Actuaries & Consultants – Actuarial Report dated 17 January 2022.

[8] It was common cause between the parties, *alternatively*, could not be seriously disputed by the Defendant, that, as a direct result of the collision, the Plaintiff suffered the following physical injuries:

8.1 a fracture of the left distal tibia and fibula;

8.2 fractured left orbit, together with left maxillary sinus and nasal bones;

8.3 polytrauma.

[9] The sequelae of the aforesaid injuries are, *inter alia*, the following:

9.1 the Plaintiff received certain emergency treatment and surgery including being admitted to ICU at hospital;

9.2 the Plaintiff limps when walking;

9.3 the Plaintiff cannot stand or sit for too long;

9.4 the Plaintiff cannot sleep on his left side;

9.5 the Plaintiff cannot look at the computer screen for too long;

9.6 the Plaintiff has blurry vision when working or reading;

9.7 the Plaintiff experiences headaches;

9.8 the Plaintiff's eyes are sensitive to the sun;

9.9 the Plaintiff suffers from pain and swelling of the left ankle when the weather is cold.

Brief summary of the expert medical and actuarial evidence

[10] As can be expected, Dr Maku (*Orthopaedic Surgeon*) notes the injuries sustained by the Plaintiff; the treatment received in respect thereof and the sequelae thereof (*from an orthopaedic perspective*). In addition, he deals with the future medical treatment and surgery which will benefit the Plaintiff. It is noted that, when dealing with the number of years this expert witness has been involved in compiling medico-legal reports and giving

testimony in similar matters in his Confirmatory Affidavit that period has simply been left blank. In addition to the foregoing, it would appear that no notices in terms of subrule 36(9)(a) were ever filed on behalf of the Plaintiff. In the premises, at the very least, this Court has not had the benefit of a summary of each expert witness' testimony but has had to utilise valuable court time perusing each medico-legal report. Whilst notices were filed on behalf of the Plaintiff in terms of subrule 36(9)(b) in respect of the various expert witnesses, these notices clearly do not comply with the provisions thereof. Further, in several instances the 36(9)(b) Notice does not reflect the same person whose medico-legal report has been entered into evidence. Despite the foregoing there was no objection on behalf of the Defendant thereto.

[11] As per Ms Mudau's instructions (*and in her realm of expertise as an Occupational Therapist*) this expert assessed the Plaintiff and dealt in her medico-legal report with, *inter alia*, the sequellae of the injuries sustained insofar as they have impacted on the Plaintiff's physical and cognitive abilities post-accident; the effect thereof on his future employment and earning capacity, together with the Plaintiff's loss of amenities of life, particularly to the degree that same are relevant for the purposes of assessing general damages.

[12] Apart from the aspects of the Plaintiff's claim as set out above the Occupational Therapist deals with what would appear to be fairly extensive disfigurement of the Plaintiff's left leg. Regrettably, this was not pleaded on behalf of the Plaintiff and, whilst the Plaintiff did apparently have photographs exhibiting same, these were not discovered. As a consequence thereof they do not form part of the evidence before this Court (*which has not had sight thereof*). Also, there is no medico-legal report from a plastic surgeon.

[13] The Occupational Therapist reported no significant cognitive deficits. She also found that his working ability had been compromised by his physical injuries at the time of assessment. This finding was made despite the fact that pre-accident and post-accident the Plaintiff was/is employed in a sedentary capacity. In this regard the Occupational Therapist concluded that "*....the nature of his injuries makes him a vulnerable employee in the open labour market and should he lose his current occupation, he is expected to find it difficult to secure a job of his choice in a work environment with a sympathetic employer.*"

[14] It is worthy to note that (*in line with the reports made by the Plaintiff in respect of eye problems and the injuries suffered by him as a result of the accident*) Ms Mudau recommended that the Plaintiff attend a consultation with an Ophthalmologist. No medico-legal report by an Ophthalmologist was ever filed on behalf of the Plaintiff in this matter. Finally, it is stated in the medico-legal report of the Industrial Psychologist (*compiled by a Ms Christina Badalani who was not identified in terms of the 36(9)(b) Notice filed*) that she (*the author of the medico-legal report*) “...was of the opinion that the claimant’s amenities of life have been moderately affected due to accident related sequelae(sic)”. This discrepancy (*of the identity of the person in the notice and that of the author of the report*) was never raised by the Defendant. In addition to the foregoing the Notices in terms of subrule 36(9)(b) filed in respect of the expert witnesses do not always correspond with the identity of the person named in the Confirmatory Affidavits deposed to in terms of subrule 38(2) and/or the identity of the persons who compiled the medico-legal reports. None of the foregoing difficulties were ever raised on behalf of the Defendant.

[15] Turning to the evidence of the Industrial Psychologist, it is noted that whilst the expert notice was filed in respect of “*Vuyo Nako Consulting*”, it would appear that the medico-legal report attached thereto, is a “*joint report*” compiled by a Ms Nako and one “Christina Badalani”. Whilst there is a section on Caselines for the Confirmatory Affidavit of an Industrial Psychologist (*or Industrial Psychologists?*) no such affidavit (*or affidavits?*) has/have been uploaded onto Caselines. This Court has no knowledge whether there has been proper service thereof (*if same even exist*) upon the Defendant. Once again, the Defendant has taken no issue with any of the aforesaid difficulties.

[16] Both this report (“*the joint report*”) and the report by the Occupational Therapist, were, during the course of argument before this Court, roundly criticised by Mr Klaas, from the office of the State Attorney and who appeared on behalf of the Defendant. In particular, Mr Klaas criticised same on the basis that, *inter alia*, these medico-legal reports contained little or no collateral evidence upon which the authors thereof based “*their*” opinions and conclusions in respect of the Plaintiff’s claim for loss of earnings and/or earning capacity.

[17] The last “*expert witness*” in respect of whom an Actuarial Report was entered into evidence, is “*Independent Actuaries & Consultants*”. From the report filed (*and not from the expert notice*) it is apparent that Independent Actuaries & Consultants (“*IAC*”) is a company

carrying out “*actuarial*” services. The report is not only unsigned but no reference is made, whatsoever, to the person or persons who *actually* compiled the report, together and that person’s or persons’ qualifications and experience. No Confirmatory Affidavit was filed on behalf of IAC. Despite the foregoing, all of the evidence of the Plaintiff’s expert witnesses was admitted into evidence by the Defendant who also elected not to obtain medico-legal reports from other experts.

[18] Insofar as the contents of the actuarial report are concerned that report based its calculations on the figures and the scenario as set out in the medico-legal report of the Industrial Psychologists. Insofar as the applicable contingencies were concerned the report by IAC applied the contingencies as instructed to do so by the attorneys representing the Plaintiff. The methodology used in the calculation was (*correctly in light of the lack of evidence on behalf of the Defendant*) not disputed during the course of the trial by Mr Klaas. Instead, arising out of, *inter alia*, his criticism of the medico -legal reports by the Occupational Therapist and the Industrial Psychologists that these medico-legal reports did not rely on any collateral evidence whatsoever, Mr Klaas based the Defendant’s opposition to the amounts claimed in respect of the Plaintiff’s loss of earning capacity primarily (*if not solely*) on the contingencies to be applied by this Court in the calculation thereof. Following thereon, Mr Klaas made a common law tender that the Defendant should be ordered to pay to the Plaintiff the sum of R 749 277.90, together with costs, in respect of the Plaintiff’s claim for loss of earnings based on a reduction in earning capacity.

Discussion

[19] In the first instance, it is correct that the experts placed very little, if any, collateral evidence before this Court. Whilst the Orthopaedic Surgeon must, by the very nature of his evidence, be exempt from any criticism in this regard the same cannot be said of the medico-reports of the Occupational Therapist and that of the Industrial Psychologists. Neither of these experts carried out a “*work or home visit*” to confirm what they had been told by the Plaintiff. In the premises, these experts did not collate any independent evidence to corroborate what they had been told by the Plaintiff in relation to, *inter alia*, his present working conditions and the sequelae of his injuries. It goes without saying that, *inter alia*, the evidence of work colleagues and (*perhaps to a lesser extent*) family members, would

have been of great assistance to this Court in assessing the quantum of the Plaintiff's damages.

[20] Whilst it is correct that the parties agreed to proceed to trial on the Plaintiff's unopposed single experts' reports, including the opinion and conclusion reached by the experts save for the proposed amount of the Plaintiff's quantum of damages, (*Paragraph [7] ibid*), this does *not* mean (*as was submitted on behalf of the Plaintiff*) that this agreement constitutes an admission on behalf of the Defendant that the ***opinions and conclusions*** are correct. It was always open to the Defendant to attack the veracity of the medico-legal reports filed on behalf of the Plaintiff. To deny the Defendant an opportunity to do so would not be in the interests of justice. For example, there may well be a blatant and material contradiction in an expert's medico-legal report. It would be non-sensical to disallow a Defendant in those circumstances to be able to rely on same but to be bound by the opinion and conclusion of that expert. The parties in this matter only agreed to proceed on the basis of the unopposed reports which must necessarily include the opinion and conclusions of the experts that compiled them. There was no admission on behalf of the Defendant that those opinions and conclusions were correct. After all, if the parties wished to reach such an agreement, then the fact that the Defendant *admitted* the opinions and conclusions of the various experts would have been recorded as formal admissions at the Rule 37 conference and/or in the FORM 10 when the matter was certified ready for trial. With regard to the latter the fact that same may also be incorporated in an order of this Court (*as submitted on behalf of the Plaintiff*) does not (*for the very same reasons*) assist the Plaintiff.

[21] Further to the foregoing, it should always be remembered that not only are the experts in a matter there to assist the court to assess the injured party's damages but the court is never bound solely by the expert evidence placed before it. The court may accept or reject that evidence. Finally, it is trite that the Plaintiff bears the onus of proof to prove the quantum of the Plaintiff's damages. Put another way, once it is proved that there is a causal *nexus* between the collision and the injuries sustained by that collision, there is an evidential burden on the Plaintiff to place before the court evidence (*in one form or another and by experts or laypersons*) to prove the quantum of damages suffered by the Plaintiff as a direct result thereof. If a matter is defended (*unlike a matter where the Plaintiff is granted judgment against the Defendant by default*) it would be inequitable to deny the Defendant the opportunity to present argument before the court simply because the parties had agreed

(for reasons known only to themselves) to proceed by way of expert medico-legal reports to the exclusion of any *viva voce* evidence, including that of the Plaintiff himself.

[22] In the calculation of the quantum of the Plaintiff's loss of income the Defendant could not dispute the scenario as put forward by the Industrial Psychologists and followed by IAC. What the Defendant could *(and did)* do was, based primarily on the failure of the relevant experts to deal with any collateral evidence and on other common cause facts, submit that the award for loss of earnings should be less than that proposed on behalf of the Plaintiff. This, in turn, was based purely on what Mr Klaas submitted should be a lower contingency in respect of future earning capacity.

Contingencies

[23] It was common cause between the parties *(correctly)* that the fixing of appropriate contingencies falls within the discretion of this Court. As to the applicable legal principles in relation thereto, these are fairly trite and this judgment will not be burdened unnecessarily by dealing therewith.

[24] With regard to past loss of earnings, it was common cause that the Plaintiff *(as set out earlier in this judgment)* had suffered no loss. Pertaining to future loss of earnings, there was no dispute between the parties that the appropriate retirement age in the case of the Plaintiff should be 62 and a half years *(the median between a retirement age of 60 and 65 years of age)*. This Court accepts same as a reasonable compromise and a retirement age which is fair to both parties. Most importantly, there was no dispute as to the manner in which the Plaintiff's future earning capacity *(in his uninjured state)* should be calculated. This figure is R 7 044 225.00.

[25] On behalf of the Plaintiff, it was submitted that the contingency to be applied to the Plaintiff's future earnings in an uninjured state should be 15%. On the basis of the widely accepted practice that this contingency should normally be calculated in the amount of a half percent per year from date of injury to date of retirement, this contingency would be approximately 18.25%. However, based on the facts before this Court and in light of the fact that the Defendant did not seriously dispute the submissions made on behalf of the Plaintiff

in this regard, this Court is satisfied that a contingency of 15% would be appropriate in respect of the Plaintiff's future earnings in his uninjured state.

[26] Insofar as what would be an appropriate contingency to apply in respect of the Plaintiff's earnings in his injured state, it was submitted, on behalf of the Plaintiff, that this contingency should be either 40% or 50%. These submissions were based on the findings by the Occupational Therapist that, *inter alia*, in light of the Plaintiff's physical injuries his working ability would be compromised and, should he leave his present employer, he would have to find a sympathetic employer. On behalf of the Defendant, it was submitted that this contingency should be lower than the 40% as was submitted on behalf of the Plaintiff. This submission on behalf of the Defendant was based, *inter alia*, on the fact that both before and after the collision the Plaintiff had received promotions, which illustrated, *inter alia*, his work ethic and potential to carry on with his career despite his injuries and/or not to leave his present employer and/or if he did, his ability to find alternative employment in a similar capacity. In addition, as dealt with above, the Defendant relied on the failure of the Plaintiff to provide collateral evidence as being the major factor as to why this Court should apply a lower contingency in respect of the Plaintiff's earnings in an injured state.

[27] This Court agrees with the submissions made by Mr Klaas on behalf of the Defendant. In particular, this Court has grave concerns pertaining to the failure of the Occupational Therapist and the Industrial Psychologists to make any effort whatsoever (*certainly nothing is recorded in their reports*) to obtain collateral evidence, thereby completely ignoring the value thereof. No valid reasons have been provided to this Court as to why these experts elected not to follow this route. The relevant collateral evidence could easily have been obtained. Regrettably, the same criticism must apply equally to the attorneys representing the Plaintiff. This omission on the part of the Plaintiff's attorneys is exasperated by the manner in which the expert evidence which was obtained on behalf of the Plaintiff has been placed before this Court (*as dealt with above*).

[28] In addition thereto, is the blatant failure of the Plaintiff's legal representatives to obtain a medico-legal report from an Ophthalmologist arising from the injuries sustained by the Plaintiff in respect of his eye; the recommendation of the Occupational Therapist to do so and the Plaintiff's complaints in respect thereof. If the Plaintiff is indeed suffering from difficulties with his eyesight and headaches arising from such injuries, this would have gone

some way in convincing this Court to apply the contingency as submitted on the Plaintiff's behalf, in respect of earnings and earning capacity in an injured state.

[29] A further difficulty is the failure of the Plaintiff to testify, in person, before this Court. No explanation was provided to this Court as to why he did not do so. Also, no reasons were provided to this Court as to why (*perhaps*) he was unable to do so. All of the foregoing denies this Court of cogent evidence in terms of which this Court may have been in a position to find in the Plaintiff's favour that a fairly high contingency should be applied in respect of future earnings in an injured capacity. Instead, the failure to place the aforesaid evidence before this Court only detracts from the value (*and credibility*) of that evidence which was placed before this Court when this Court exercises its discretion as to an appropriate contingency.

[30] Finally, this Court must accept that post the collision (*nearly six years ago*) not only is the Plaintiff still employed by the same employer but he has received a second promotion from that employer. As noted earlier in this judgment, apart from the fact that the relevant experts failed to provide important collateral evidence the Plaintiff's attorneys failed to obtain addendum reports from the relevant experts. Once again, this Court has not been fully apprised of the relevant (*and more recent*) facts, by way of credible evidence, to support a contingency as submitted on behalf of the Plaintiff.

[31] Arising from, *inter alia*, the foregoing, this Court elected to hear the *viva voce* evidence of the Actuary. On the 10th of September 2024, Mr Du Toit of Independent Actuaries & Consultants testified before this Court (virtually). He confirmed that he was in fact the author of the report filed on behalf of the Plaintiff and dated 17 January 2022. Relevant aspects of his evidence are:

31.1 he confirmed that he carried out the calculations in his report based on the figures and the scenario postulated by the Industrial Psychologists;

31.2 in this regard, he testified that the Plaintiff's earnings in his injured state (before contingencies) were not as high as that in his uninjured state since he had only given inflationary increases from an early stage. This was just one factor to be considered by this Court when applying contingencies;

31.3 the contingencies he applied (as provided by the Plaintiff's attorneys) were illustrative only.

[31] Taking all of the foregoing factors into account, this Court is of the opinion that, in the exercise of its discretion, an appropriate contingency to be applied in respect of the Plaintiff's future earnings in his injured state should be 20%. In the premises, taking the contingencies of 15% in respect of future uninjured earnings and 20% in respect of future injured earnings the damages suffered by the Plaintiff in respect of future loss of earnings and earning capacity is the sum of R 2 127 847.00. This figure was in fact provided by the Actuary during the course of his evidence. In light of, *inter alia*, the lateness of the Defendant's tender in respect of these damages and the fact that the amount tendered is lower than that awarded, this Court declines to consider same insofar as it may apply to the question of costs.

General Damages

[31] The principles applicable in respect of this Court determining the amount of the Plaintiff's claim for General Damages are trite. In the premises, this Court will not burden this judgment unnecessarily by dealing with same.

[32] During the course of argument, this Court was referred to various authorities by Plaintiff's Counsel in support of the amount of R 1 000 000.00 which, it was submitted, would be an appropriate amount in respect of General Damages. This Court is grateful for same. Whilst this Court has taken cognisance thereof, those authorities will not be set out herein. To do so would only burden this judgment unnecessarily. For the Defendant, Mr Klaas submitted to this Court that the Plaintiff should be awarded approximately R 600 000.00 to compensate him for the sequellae of the injuries sustained by him as a result of the collision.

[33] As is clear from the foregoing the parties are not "*miles apart*" in respect of what they submit are appropriate awards under this head of damages. In assessing same, this Court remains acutely aware of the serious injuries sustained by the Plaintiff and the sequellae thereof which will have a significant effect on the quality of life experienced by the

Plaintiff on a permanent basis. All of the foregoing is supported by evidence which, due to the agreement between the parties as to how this trial was proceed, is undisputed. However, this Court must, once again, take into account all of the deficiencies in the Plaintiff's evidence insofar as they are applicable to this Head of Damages. These have all been dealt with above and will not be repeated herein. Having carried out this exercise, this Court has applied the correct legal principles when assessing General Damages, including, *inter alia*, consideration of previous awards where the Plaintiff suffered similar injuries and sequellae.

[34] Having done so, this Court has attempted to arrive at an amount which will fairly compensate the Plaintiff without being unduly onerous to the Defendant. In this manner, it would be just and equitable if the Defendant were ordered to pay to the Plaintiff the sum of R 700 000.00 in respect of the Plaintiff's claim for General Damages.

Order

[35] This Court makes the following order:

1. The Defendant is liable to compensate the Plaintiff in respect of all (100%) of the Plaintiff's proven or agreed damages arising from the motor vehicle collision which took place on the 13th of October 2018.
2. The Plaintiff's claim in respect of past medical and hospital expenses is postponed *sine die*.
3. The Defendant is ordered to make payment to the Plaintiff in the total sum of R2 827 847.00.
4. The Defendant shall furnish the Plaintiff with an undertaking in terms of subsection (17)(4)(a) of the *Road Accident Fund Act 56 of 1996*, to compensate the Plaintiff for the costs of the future accommodation of the Plaintiff in a hospital or nursing home or treatment of or rendering of a service or supplying of goods to the Plaintiff arising out of the injuries sustained in the motor vehicle collision on the 13th

of October 2018 after such costs have been incurred and upon proof thereof, within 30 days from the date of this order.

5. Payment of the sum as set out in paragraph 3 hereof shall be made by the Defendant to the Plaintiff no later than 180 days from the date of the order as set out in paragraph 10 hereof.

6. The Defendant is liable for interest on the amount as set out in paragraph 3 hereof at the prescribed rate of interest from the 181st day from the date of the order as set out in paragraph 10 hereof.

7. The Defendant shall pay the Plaintiff's party and party costs on the High Court scale which costs shall include the costs of the experts, either agreed between the parties or at the discretion of the Taxing Master.

8. In the event that the costs are not agreed:

8.1 The Plaintiff shall serve a notice of taxation on the Defendant's attorneys of record.

8.2 The Plaintiff shall allow the Defendant 14 calendar days from date of allocator or settlement agreement date to make payment of the costs; and

8.3 Should payment not be effected timeously the Plaintiff will be entitled to recover interest from the Defendant at the prescribed rate of interest on the taxed or agreed costs from date when those costs become due and payable until date of final payment.

8.4 Such costs shall include:

8.4.1 The costs incurred in obtaining payment of the amounts mentioned in paragraphs 3 and 8 hereof.

8.4.2 Costs for the application in terms of subrule 38(2) and the costs in respect of the application for default judgement.

8.4.3 The costs of consultation with the expert witnesses in preparation for trial, including the costs of an interpreter, if any.

8.4.4 The costs of the attorney and those of Counsel which shall include consultations with the Plaintiff in preparation, costs of and consequent to compiling practice notes, heads of arguments and the costs of the 31st of January 2024; the 1st of February 2024 and the 2nd of February 2024.

8.4.5 The costs and expenses incurred of transporting the Plaintiff to enable him to attend to medico-legal assessments or examinations.

9. The aforesaid amounts will be paid to the Plaintiff's attorneys of record, namely Titus & Associates Attorneys, by direct transfer into their Trust Account, details of which are the following:

Bank Name:	First National Bank
Account Holder:	T[...]
Account Number:	6[...]
Branch Name:	A[...]
Branch Code:	2[...]

10. The Plaintiff's attorneys are ordered to institute an appropriate application to have the Contingency Agreement entered into between those attorneys and the Plaintiff declared a valid agreement.

11. The costs incurred in respect of the application as set out in paragraph 10 hereof shall be borne by the Plaintiff's attorneys of record and will not be paid by either the Defendant or the Plaintiff.

B.C. WANLESS
Judge of the High Court
Gauteng Division
Johannesburg

Heard: 31 January 2024 to 2 February 2024
10 September 2024

Judgment: 12 September 2024

Appearances

For Applicants: Adv. F. Matika
Instructed by: K. Titus & Associates Attorneys

For Respondent: Mr. L. Klaas
Instructed by: Office of the State Attorney