



**IN THE HIGH COURT OF SOUTH AFRICA
(WESTERN CAPE DIVISION, CAPE TOWN)**

Case number: 8017/2021

In the matter between:

LUVUYO BONGA QOLO

Plaintiff

and

ROAD ACCIDENT FUND

Defendant

– **JUDGMENT DELIVERED ON 30 NOVEMBER 2025**

VAN ZYL, AJ:

Introduction

1. The plaintiff claims damages from the defendant in the form of a loss of earning capacity, under the provisions of the Road Accident Fund Act 56 of 1996 (“the Act”).
2. The claim arises from a motor vehicle collision that occurred on 18 August 2018, in which the plaintiff sustained serious damages. He was

32 years old at the time.¹ It is common cause that the plaintiff sustained a traumatic brain injury, and suffers from PTSD. He also sustained chest injuries, abdominal injuries, and multiple fractures of his right and left femur, right and left tibia, and right fibula. He has a significant leg length discrepancy of about 4cm, and 80% lower extremity impairment. He can only walk for about 50 metres at any given time.

3. Prior to the collision the plaintiff worked for Metrorail as a protection officer/ticket verifier. He had a second income from his employment by the Golden Crust Bakery as a driver for their staff during the night-time hours. After the collision the plaintiff eventually lost the Golden Crust contract, and is currently employed by Metrorail as a customer services official.
4. The defendant conceded liability, and various aspects in relation to the *quantum* of damages have already been settled between the parties,² and the extent to which there was a loss of earning capacity is the only broad issue that remains for determination.³
5. The plaintiff has filed expert reports in respect of Dr. Zane Domingo, neurosurgeon; Dr. Ben Schutte, orthopaedic surgeon; Mr. Keith Polden, clinical psychologist; Ms Benita Crouse, occupational therapist; Ms. Pumla Hako, industrial psychologist, and Mr Tatenda Mhonde, actuary.
6. The defendant has filed expert reports from Ms T. Cawood, occupational therapist, and the industrial psychologist, Ms L. Maritz.
7. Joint minutes were compiled by the occupational therapists and industrial psychologists.

¹ He is currently 39 years old.

² Including general damages.

³ The parties have agreed to let further actuarial evidence and calculations stand over pending the court's findings in respect of the issues which require determination at this stage.

8. The issue of loss of earning capacity in the present matter comprises three elements. They are:

8.1 first, whether the plaintiff's income from his employment with the Golden Crust Bakery was lost due to his injuries;

8.2 second, what the plaintiff's uninjured career path would have been, including whether his pre-morbid career path would have progressed to Paterson Level C4 (median quartile) and whether he was earning at Paterson Level B1 (medium quartile) in the corporate work sector at the time of his injury in August 2018; and

8.3 third, the determination of appropriate contingency deductions in respect of the plaintiff's future earnings (both uninjured and injured).

9. The question in relation to the plaintiff's pre-morbid career path arises from a supplementary report concluded by Ms Pumla Hako, industrial psychologist. She reports that the plaintiff, in a follow-up conversation to obtain updated information regarding his current employment situation, informed her that he had intended to study for a Human Resources degree and had been accepted by the Cape Peninsula University of Technology (CPUT) for an alternative degree course to commence in 2019, when the collision intervened.

10. I discuss each of these issues in turn below.

Why did the plaintiff lose his income from Golden Crust Bakery?

11. The parties' respective industrial psychologists, Ms Hako and Ms

Maritz, formulated a joint minute in which they expressly agreed that the plaintiff's driving contract came to an end on 20 November 2020 because the plaintiff could not cope.

12. The plaintiff testified that the correct the date of termination of the contract was January 2020. The defendant seeks to make more of this discrepancy than what it is. The plaintiff's evidence is corroborated by his bank statements, which indicate that his weekly Golden Crust Bakery income in the sum of R4 800.00 stopped at the end of January 2020. In their oral evidence both these experts accepted that to be the position. The confusion in this regard is not remarkable, as it is common cause that the plaintiff suffers from memory loss. His initial incorrect reporting of the date of termination to the relevant experts created the error.
13. The defendant, out of the blue, sought to challenge the veracity of this evidence at the trial. However, given the consensus reached between the experts in their joint minute as to the causal link between the plaintiff's injuries and the termination of his contract, it was not open to the defendant to dispute this issue in the absence of a timeous notice of repudiation of the joint minute. No such notice was ever given in the present matter.
14. In *Bee v Road Accident Fund*⁴: the Supreme Court of Appeal confirmed that it cannot be expected of a litigant to adduce evidence on matters agreed between experts. Where experts had filed a joint minute and agreed on certain factual issues, the minute will correctly be understood as limiting the issues on which evidence is required. If a litigant wishes to repudiate an agreement reached in a joint minute the repudiation must occur clearly and timeously.

*“[66] Facts and opinions on which the litigants' experts agree are not quite the same as admissions by or agreements between the litigants themselves (whether directly or, more commonly, through their legal representatives) because a witness is not an agent of the litigant who engages him or her. Expert witnesses nevertheless stand on a different footing from other witnesses. A party cannot call an expert witness without furnishing a summary of the expert's opinions and reasons for the opinions. Since it is common for experts to agree on some matters and disagree on others, it is desirable, for efficient case management, that the experts should meet with a view to reaching sensible agreement on as much as possible so that the expert testimony can be confined to matters truly in dispute. Where, as here, the court has directed experts to meet and file joint minutes, and where the experts have done so, the joint minute will correctly be understood as limiting the issues on which evidence is needed.”*⁵

15. In the absence of formal and timeous repudiation from the defendant, therefore, the agreement between Ms Hako and Ms Maritz as to the causal link between the termination of the plaintiff's bakery contract and the plaintiff's injuries is binding on the parties and the Court: I heard no reason in argument that would justify deviating from this position.
16. In any event, and irrespective of the joint minute, the plaintiff's evidence made the position quite clear. He testified that he had been operating the business of transporting Golden Crust Bakery's employees to and from work in two shifts lasting approximately five hours between 10pm and 3am each night. He held a public driving permit. He had the contract since 2008, and he testified in cross-examination that he had been regarded as the most reliable of the bakery's contract drivers.
17. After the collision, he was unable personally to resume driving in terms of the contract. His evidence that this was due to his injuries is

supported by the occupational therapist, Ms Crouse.⁶ Ms Crouse is of the view that the plaintiff should not return to driving under the contract due to difficulties with his leg. Dr Schutte, orthopaedic surgeon,⁷ confirms that the plaintiff is suffering from severe chronic pain and weakness of his hip, knees and legs. He limps heavily as he moves, and struggles to get into a vehicle because of a decreased range of motion of his knees. Dr Schutte is of the view that the plaintiff's condition is likely to get progressively worse due to osteoarthritic changes. This is confirmed by the radiology report filed of record, particularly with regard to the plaintiff's left knee.

18. In a joint minute compiled by Ms Crouse and Ms Cawood (the defendant's occupational therapist), Ms Cawood expresses the view that the plaintiff may be able to cope as a driver subject to the preclusion of any extended travelling demands. It cannot be denied that the plaintiff's 5-hour round trip daily constituted extended travelling demands, and he could not cope. He therefore resorted to employing drivers to do the work on his behalf.

19. This arrangement lasted until the termination of the contract. The bakery eventually reported to the plaintiff that the unreliability of his drivers was causing the bakery financial loss, and that is why his contract was cancelled. Mr Kamungoma, a former manager at the Golden Crust Bakery, confirmed in his evidence that the problems with the plaintiff's driving services only arose after the collision. He also confirmed that the bakery did not close during the Covid lockdown period, but remained operating as an essential service. The subsequent sale of the bakery and its move to new premises in Parow did not change the position as regards the plaintiff, as most of the staff remained employed there. The plaintiff's contract was thus not terminated as a result of the lockdown.

⁶ Ms Crouse's expert report was admitted by the defendant.

⁷ Dr Schutte's expert report was admitted by the defendant.

20. It emerged during Ms Maritz's evidence that she had in fact prepared an earlier report (not filed of record) in which she reported that the bakery contract had been lost because the plaintiff could not cope. In my view the plaintiff has, on all of this evidence, established that his bakery driving contract was terminated at the end of January 2020, and that it occurred a result of his own inability to drive.

21. This evidence was not undermined in cross-examination, despite lengthy questioning on the reliability of the plaintiff's drivers, the suggestion being that it was their unreliability rather than the plaintiff's injuries that caused the termination of the contract.

22. Causation in the delictual context requires an inquiry into both factual and legal causation. The first inquiry is satisfied if the negligent act or omission caused or materially contributed to the harm. The second is satisfied if there is a sufficiently close link between the negligent act and the harm. Both enquiries entail a flexible approach.⁸ In *Minister of Police v Skosana*⁹ the court stated as follows:

"Causation in the law of delict gives rise to two rather distinct problems. The first is a factual one and relates to the question as to whether the negligent act or omission in question caused or materially contributed to the harm giving rise to the claim. If it did not, then no legal liability can arise and cadit quaestio. If it did, then the second problem becomes relevant, viz. whether the negligent act or omission is linked to the harm sufficiently closely or directly for legal liability to ensue or whether, as it is said, the harm is too remote. This is basically a juridical problem, in which considerations of legal policy may play a part."

⁸ *Lee v Minister of Correctional Services* 2013 (2) SA 144 (CC) para 38, *Fourway Haulage SA (Pty) Ltd v SA National Roads Agency Ltd* 2009 (2) SA 150 (SCA) paras 30-35.

⁹ 1977 (1) SA 31 (A) at 34.

23. In the present case, the negligent act caused the plaintiff's injuries, which prevented him – personally - from driving under his contract. His inability to drive is directly linked to his injuries. The fact that the plaintiff attempted to recruit other drivers who proved to be too unreliable for the bakery, cannot detract from the link between his injuries and the loss of his driving contract – his attempt to retain the contract did not constitute a *novus actus interveniens*. On the direct consequences approach, therefore, the loss of the driving contract was directly related to the injuries.

24. On the foreseeability test, it was reasonably foreseeable that, if the plaintiff was injured and unable to drive, he would lose his driving contract. There is nothing complicated about. The causal link between the termination of the plaintiff's driving contract and his injuries has therefore been established.

25. The plaintiff's counsel pointed out that, in their initial and revised actuarial reports, the plaintiff's actuary included the loss of the bakery contract income. In the first report, the actuary provided for an uninjured earnings gap of two and a half years (between November 2020 and March 2022), based on an incorrect assumption relating to the termination of the contract in November 2020, and for unrelated reasons at the time. He nevertheless assumed that, but for the plaintiff's injuries, the plaintiff would have been able to resume the driving contract from March 2022. In the second report, the actuary no longer provided for a gap in the plaintiff's uninjured bakery business earnings, but still incorrectly calculated the loss from November 2020 instead of from February 2020.

26. In the defendant's actuarial report, the bakery contract income has been disregarded, because the assumption was that the contract had been terminated for reasons not related to the collision, and would not have

resumed, uninjured, at all. Those assumptions ignore the joint minute consensus to the contrary by Ms Hako and Ms Maritz, and is also contrary to the evidence led at the hearing.

27. Once it is accepted that the plaintiff's bakery income was lost due to the *sequelae* of the collision, it follows that, uninjured, the plaintiff would probably have continued his driving contract for the bakery, and its successor-in-title when the business moved to new premises in Parow, until retirement.

28. In these circumstances, I find that the bakery contract was terminated in January 2020 as a result of the plaintiff's injuries. From the bank statements on record, it is clear that the bakery earnings that were lost amounted to R19 600.00 per month, or R235 200.00 per year at the time, and would, but for the collision, have increased in line with inflation from February 2020 until the plaintiff reached the age of 65. The defendant argues that the plaintiff's costs of performing the driving contract, including petrol, maintenance, and the like, should be factored in. I do not think that that would be fair. Neither party has led evidence in relation to such usual expenses, and the plaintiff has not sought to claim the costs of employing drivers following the collision from the defendant.

The plaintiff's probable career progression but for the collision

29. I turn to the second issue, which focuses on the plaintiff's uninjured career at Metrorail. The respective industrial psychologists have followed two different approaches. This difference is, in turn, reflected in the actuarial calculations on record.

30. Ms Hako testified that, at the date of his injury, the plaintiff was earning R147 254.52 per year at Metrorail (based on a salary of R12 270.21 x

12), which is just above the B1 basic salary median quartile (or the A3 basic salary upper quartile) on the 2018 Paterson corporate earnings scales.

31. The amount of the plaintiff's earnings at the time is not in dispute, although Ms Maritz characterises the applicable Paterson scale as A3 median quartile. Ms Maritz testified that she applied the A3 total package median quartile scale because the plaintiff's Metrorail income (of R147 254.52 per year) was, according to her, a total package sum.

32. A consideration of the plaintiff's wage slip, however, indicates that she is incorrect in this assumption. From the wage slip for the period 1 June 2018 to 30 June 2018 it appears that the plaintiff paid contributions to a provident fund, UIF contributions, and extended cover and union fees. His total annual wage package was R185 838.96 (not R147 254.52, which was based on a wage of R12 270.21 per month). The plaintiff was in fact paid R15 130.76, which was based on R12 270.21, less deductions of R3 048.42, plus adjustments of R5 927.92. This accords with the amount he was paid for June 2018 as recorded in his bank statement on 27 June 2018. The Corporate Survey earnings for 2018 show that the plaintiff's total annual package of R185 838.96, equates to the Paterson B1 total package median quartile earnings scale, which correlates with his B1 basic salary median quartile earnings scale.

33. In her initial report Ms Hako was of the opinion that the plaintiff would have gradually improved his position at Metrorail through promotions to a Paterson Level C1/C2 (total package, median quartile) by age 45. Typically, according to her evidence, Paterson C1/C2 level caters for employees with a tertiary certificate qualification, as the plaintiff had at the time. The projection in Ms Hako's initial report was conservative, because it places the plaintiff at the lowest end of the Level C skilled earnings scale by the end of his career.

34. Ms Maritz's view that the plaintiff would only have progressed to Paterson Level B3 by age 45 (presumably she meant full package rather than basic salary, although she fails to specify), and that he would therefore have remained in semi-skilled employment at best. She provides no reasoned motivation for her opinion in this regard, save that she (incorrectly) reports that the plaintiff was on median quartile A3 at age 32: he was on the median quartile B1, for both basic salary and total package, (or upper quartile A3) at that age.

35. As indicated earlier, Ms Hako prepared a supplementary report after consulting with the plaintiff again in preparation for the trial. He informed her that he had applied to study for a part-time 4-year degree in Human Resources, or a similar degree. Ms Hako also consulted with the plaintiff's supervisor at Metrorail, Ms Dyabhashe, who said that there would have been good opportunities for growth for the plaintiff to become a Human Resources officer or supervisor in Metrorail if the plaintiff had obtained a degree. In light of this information, Ms Hako testified that the plaintiff would have progressed to Paterson Level B3/B4 on completion of his degree, and thereafter to Level C4 (median quartile), which is still in the skilled band, rather than the D band for persons with a university degree.

36. Ms Maritz testified that she could find no record of the plaintiff's application at CPUT. The only other evidence about the plaintiff's intentions to study further is that Ms Cawood recorded that the plaintiff had previously been accepted for degree studies in 2006, but he could not continue with them. The plaintiff has been unable to find any additional evidence to substantiate his assertion that he had applied in 2018 and had been accepted to study further from 2019. The defendant argues that the plaintiff's oral report to Ms Hako about his alleged acceptance to CPUT is, on its own, not sufficient proof of the

avermment that he was about to study further.

37. I agree with the defendant's submissions. On this aspect, therefore, I do not regard there to be sufficient evidence for the further career progress postulated in Ms Hako's supplementary report.

38. I do, however, accept the plaintiff's counsel's submission that Ms Hako's uninjured career path scenario is more probable than that suggested by Ms Maritz: The plaintiff was already on the B1 median quartile (both in relation to basic income and total package) at age 32, while Ms Maritz had incorrectly described his income (of R147 254.52) as total package, and therefore placed him on median quartile A3. The plaintiff had Grade 12 qualifications with a slant towards economics and accounting, and a National Certificate in Human Resources, which places him in the skilled earnings band (Paterson Scale C), despite Ms Maritz's reservations about the additional National Certificate being the equivalent of a Grade 12 certificate. The fact remains that he obtained these qualifications post-matric. The plaintiff is clearly industrious and hardworking, and he does not shy away from opportunities to better his education.

39. I accordingly accept Ms Hako's recommendation that the plaintiff would probably have progressed from Paterson Level B1 (total package, median quartile) at the date of the collision, to Level C1/C2 (full package, median quartile) by age 45. He would thereafter have earned increases in line with inflation until age 63, which is Metrorail's retirement age. The appropriate starting point for the actuarial calculation in this respect would be to use the B1 total annual package amount of R185 838.96.¹⁰

¹⁰ The defendant's actuary provided a calculation which progressed plaintiff's uninjured career path to B1, presumably total package, median quartile by age 45. Neither Ms Hako nor Ms Maritz projected the plaintiff's uninjured career path only to Paterson Level B1 median quartile by age 45. That was the plaintiff's income scale at the time of his injury at age 32, and therefore assumes no uninjured career progression at all.

The applicable contingencies

40. Contingencies are the hazards of life that normally beset the lives and circumstances of ordinary people, and should therefore, by its very nature, be a process of subjective impression or estimation rather than objective calculation.¹¹ In *Goodall v President Insurance Co Ltd*¹² the court stated:

"In the assessment of a proper allowance for contingencies, arbitrary considerations must inevitably play a part, for the art or science of foretelling the future, so confidently practiced by ancient prophets and soothsayers, and by authors of a certain type of almanac, is not numbered among the qualifications for judicial office."

41. It is for this reason that a court has a wide discretion when it comes to the determination of contingencies. It has been held that:

"[17] ... Contingencies for which allowance should be made, would usually include the following:

- (a) the possibility of illness which would have occurred in any event;*
- (b) inflation or deflation of the value of money in future; and*
- (c) other risks of life such as accidents or even death, which would have become a reality, sooner or later, in any event*

[18] In the Quantum Yearbook (by Robert Koch, 2017 Edition, p 126) the learned author points out that there are no fixed rules as regards general contingencies. However, he suggests the following guidelines:

'Sliding scale: Yz% per year to retirement age, i.e. 25% for a child, 20% for a youth and 10% in the middle age...

*Normal contingencies: The RAF usually agrees to deductions of 5% for past loss and 15% for future loss, the so-called normal contingencies."*¹³

¹¹ *Shield Ins Co Ltd v Booysen* 1979 (3) SA 953 (A) at 965G-H.

¹² 1978 (1) SA 389 (W) at 392H-393A.

¹³ *Phalane v Road Accident Fund* [2017] ZAGPPHC 759 (7 November 2017) paras 17-18.

42. Direct evidence of appropriate contingencies cannot be given by an actuary,¹⁴ and an actuary's inclusion of contingency deductions in their calculations is at best only illustrative. The determination of the appropriate contingencies remains the court's prerogative.¹⁵

43. After the collision, the plaintiff has continued to be employed by Metrorail, but in a different accommodated post, at a lower salary. What, therefore, would be an appropriate contingency deduction differential between uninjured and injured earnings in respect of his future Metrorail earnings? In the plaintiff's actuary's first report, a 20% contingency differential deduction for future earnings (uninjured versus injured) was applied, while the defendant's actuary applied a 4% differential. This is a material difference because, the more conservative the differential, the smaller the award.

44. In matters where a plaintiff's residual earning capacity, or elements thereof, are difficult to assess with precision, it has been customary to apply a higher than usual contingency differential deduction between future earnings but for the collision, and future earnings having regard to the collision. In *Venter v Mutual and Federal Versekering*¹⁶ the court allowed a 10% versus 25% deduction for uninjured and injured future earnings respectively (a 15% contingency differential) in the case of a plaintiff (Venter) with injuries similar to those of the plaintiff in the present matter. The plaintiff's orthopaedic injuries were arguably worse in the present case, and he has suffered head injury *sequelae*, which Venter did not.

45. *Van Drimmelen v President Versekering Bpk*¹⁷ is instructive. There, a contingency differential deduction of 20% (10% uninjured and 30%

¹⁴ *Shield Ins Co Ltd v Hall* 1976 (4) SA 431 (A) at 444F.

¹⁵ *Phalane v Road Accident Fund supra* para 3.

¹⁶ 1988 3 QOD 749 (T).

¹⁷ 1993 4 QD E2-19.

injured) was applied. The plaintiff, a 17-year-old student, suffered multiple lower limb orthopaedic injuries, including amputation of his left leg. The court found¹⁸ that he would be employed (in his injured state) as a mechanical engineer in the future, and would be able to work until retirement age 65, because he would be part of management for at least the last 10 years of his working life. He would be less competitive in his job choices, however, because he would be unable to work for certain companies requiring engineers. Had he been found to be totally unemployable in the last 10 years, the contingency differential applied would have been higher.

46. In the present case, I agree with the submission by the plaintiff's counsel that a deduction differential of 20% in respect of the Metrorail future earnings (the difference between 15% uninjured and 35% injured) is appropriate and in line with *Van Drimmelen*. It is common cause that the plaintiff will have increasing orthopaedic difficulties in his later years which will, together with his cognitive difficulties, compromise his employability and competitiveness in the marketplace. Should he lose his current employment with Metrorail, who is an accommodating employer, the plaintiff is likely to remain unemployed for the rest of his life, as his employment opportunities will be significantly limited. This is agreed upon by all of the relevant expert witnesses.

47. Dr Polden,¹⁹ for example, states as follows in his report:

"He was employed as a ticket verifier at Metrorail Protection Services before the accident and had to be reassigned to customer services due to his physical difficulties he had been experiencing after the accident under review. In addition to his work at Metrorail, he also had a contract with a bakery providing worker transport. Although he had a driver for most days of the week, he

¹⁸ At E2-30 to E2-31.

¹⁹ Clinical psychologist. My emphasis.

would do the driving on the driver's days off. Since the accident he has been unable to do the driving due to his limb problems and he has had to employ a second driver... The brain injury he sustained ... has led to cognitive and behavioural difficulties that would probably be expected to impede his functioning significantly and negatively affect his employability in the future. According to Mr. Qolo, his cognitive and behavioural problems have already negatively impacted on his functioning at work and he tries to avoid client contact. The residual neuropsychological difficulties he has probably been left with, would make it difficult for him to learn new skills or perform duties at an acceptable level and/or pace. His socio-emotional difficulties are probably directly related to the accident and would make it increasingly difficult for him to sustain employment over time, as well as negatively affect his interactions with others. He is thus not considered an equal competitor in the open labour market."

48. The defendant argues that it is close on seven years since the date of injury, and the plaintiff remains suitably accommodated by Metrorail. There is no evidence before this court of any disciplinary action, past or pending against the plaintiff. Hence, there is no room for an argument that the plaintiff is at risk of being dismissed from his current employment. This may be so, but it merely indicates that Metrorail has been accommodating towards the plaintiff. It does not negate the fact that the risk remains that the plaintiff will remain unemployed should he lose his position with an accommodating employer.

49. Apart from his PTSD, his physical condition is likely to deteriorate over time. This position justifies a significantly higher contingency differential deduction between uninjured and injured future earnings than the 4% suggested by the defendant.

50. As indicated earlier, the plaintiff has no future earning prospects from the bakery contract, and the normal contingencies should therefore apply. I regard a 15% deduction in respect of his uninjured future

bakery earnings as appropriate.

Conclusion

51.I accordingly make the following findings at this stage of the proceedings:

In respect of the Golden Crust Bakery contract earnings

52.The plaintiff's contract was terminated in January 2020 due to his injuries.

53.The plaintiff was earning R19 600.00 per month, or R235 200.00 per year, through his bakery driving contract at the time of his injury.

54.Uninjured, the plaintiff's bakery earnings would have increased in line with inflation from February 2020 until plaintiff reached the age of 65 years.

55.The calculation of the plaintiff's loss of income from the termination of his contract is subject to the plaintiff's actuarial assumptions regarding past and future inflation, the net discount rate, and mortality rates, that is, the usual or standard assumptions.

56.The calculation of the bakery earnings loss is subject to a 15% contingency deduction in respect of his uninjured earnings.

In respect of the Metrorail loss of earnings:

57.The plaintiff would have progressed from Paterson B1 (median quartile, total package at R185 383.96 per year) to C1/C2 median quartile, total package) by age 45.

58. The plaintiff would thereafter have earned increases in line with inflation until age 63.

59. The calculation of the loss of Metrorail earnings is subject to the plaintiff's standard actuarial assumptions regarding past and future inflation, the net discount rate, and mortality rate, that is, the usual or standard assumptions.

60. A contingency deduction of 15% uninjured and 35% injured shall be applied to the plaintiff's future Metrorail earnings calculation (with 5% applied to both past uninjured and injured incomes).

Costs

61. The parties have agreed that all questions of costs (including costs that are standing over from the prior settlement of the merits and general damages between them) will stand over pending the *quantum* calculations and deliberations following the court's findings.

P. S. VAN ZYL
Acting Judge of the High Court

Appearances:

For the plaintiff:	Mr J. A. van der Merwe SC and Ms Z. Ncalo
<u>Instructed by:</u>	Odwa Bentswana Attorney

For the defendant:	Mr G. Cerfontyne
<u>Instructed by:</u>	The State Attorney