



**IN THE HIGH COURT OF SOUTH AFRICA
NORTH WEST DIVISION, MAHIKENG**

CASE NO: 114/2019

In the matter between:

KABELO VICTOR BLOS

PLAINTIFF

and

MINISTER OF POLICE

DEFENDANT

Coram: Reddy J

Reserved : 29 May 2026

Delivered: 28 August 2026

Summary: Delict – action against the Minister of Police arising from an unlawful shooting by a member of the South African Police Service – merits previously determined in favour of plaintiff – trial proceeded on quantum only – general damages – loss of earnings and impairment of earning capacity – future medical expenses – effect to be accorded to agreements recorded in joint minutes of expert witnesses – interest in terms of section 2A of the Prescribed Rate of Interest Act 55 of 1975 – *Minister of Police v Khedama* applied and extended – interest on general

damages and on the future components of pecuniary loss to run from date of judgment – interest on past loss of earnings to run from date of service of summons.

JUDGMENT

REDDY J

Introduction

- [1] Mr Kabelo Victor Blos, (Blos) instituted an action against, the Minister of Police, (the defendant) arising from an unlawful shooting perpetrated upon him by a member of the South African Police Service on 27 April 2018.
- [2] On 20 July 2023 the merits were determined, when Petersen J found the Minister liable, on a 100% basis, for the assault with costs. It is common cause that no apportionment arises. The crisp issue that now engages this Court is the quantum of damages to which Blos is entitled.
- [3] Having outlined the nature of the adjudication to follow, what falls to be determined can be subclassed into the following three tiers, first, general damages, second, loss of earnings, and third, future medical expenses. The customary ancillary considerations that apply with equal force would be the considerations of interest and costs which would complete the entire hearing.

Blos's evidence

- [4] Blos testified that he was born on 15 June 1976 and was accordingly 41 years old at the time of the incident. Blos is presently 50 years old. Blos is unmarried

but has a girlfriend, and is the father of four children, one major and three minors. Bloss has had no formal education. He resides at Taung. Bloss is presently unemployed and is in receipt of a disability grant of approximately R2 300.00 per month.

- [5] At the time of the incident, Bloss was employed at De Krol Butcher in Pudimoe. His duties consisted of making fires, braaing meat for customers, and collecting and cutting wood. He earned R1 500.00 per month, paid to him in cash. Bloss was standing at the gate of the butchery, awaiting entry to his place of work, when a protest, in the course of which tyres and rocks were used to barricade a nearby road, was in progress. A police vehicle stopped in the vicinity and a police officer alighted and discharged a firearm. Bloss was not a participant in the protest. He felt himself grow weak and begin to fall, and it was only when members of the community picked him up that he realised that he had been shot.
- [6] Bloss was conveyed by members of the community to the Pudimoe Clinic, from where he was taken by ambulance to Taung Hospital. He was informed that he had sustained internal bleeding, and was thereafter transferred to Tshepong Hospital in Klerksdorp. Bloss spent approximately three weeks in hospital, and was discharged on 8 May 2018. The injuries sustained are recorded in the medical records. These injuries included, a right-sided gunshot wound to the chest, with an entrance wound resulting in a right haemothorax, an exit wound at the back. A right hemopneumothorax, lung contusions with a small haemothorax, an injury to the right hemi-diaphragm, a fracture of the right transverse process of T11, an intrapelvic haematoma, and an injury to segments 7 and 8 of the liver.

- [7] Bloß did not return to work after his discharge. He continues to experience pain when lifting heavy objects. The injuries have affected his daily life. The injuries had effectively diminished his ability to work to such an extent that he can no longer support his children as before. Moreover, Bloß emphasised that the sight of his scars '*breaks him*', in that they are constant reminder of what he can no longer do. Notably Bloß underscored that he experiences fear and physiological reactions when he encounters police officers in the street.

Injuries and sequelae

- [8] Physically, Bloß complains, of, (i) backache on the right flank, (ii) a burning abdominal sensation, (iii) chest pain aggravated by changes in weather, (iv) blurred vision, and (v) an inability to lift heavy objects with his right hand. He has also been left with permanent scarring, described by Dr Hoffmann as four discrete scars, the first over the right axilla, where an intercostal drain was inserted, the second below the right nipple, where the bullet struck him, the third over the midline of the back, where the bullet exited, and the fourth transversely over the lumbar area.
- [9] Psychologically, the reports record low self-esteem, hopelessness, negative ideation towards the perpetrator, social withdrawal, intrusive recollection, nightmares, impaired concentration, a depressed mood, disturbed sleep, and a conditioned fear of police. The Specialist Psychiatrists agree that Bloß suffers from Post-Traumatic Stress Disorder, with Dr Poole recording a further diagnosis of Major Depressive Disorder.

The expert evidence and the joint minutes

- [10] It is apposite, before evaluating the disputed heads of damages, to traverse the expert evidence, insofar as it is common cause or agreed to in the several joint minutes filed of record.

Plastic, reconstructive and cosmetic surgeons

- [11] Dr Hoffmann, for Bloss, and Dr Volkwyn, for the Minister, agree on the cause of the injury, the treatment received, and that Bloss was in good health beforehand. Dr Hoffmann considers Bloss fit to work to the normal retirement age of 65, with no effect on life expectancy, but notes damage to his self-image and permanent scarring not amenable to treatment. Dr Volkwyn adds that the scarring causes ongoing pain and itchiness and remains a permanent reminder of the trauma, concealable only by clothing.

Industrial psychologists

- [12] Mr Tsikai, for Bloss, and Ms Makhubele, for the Minister, agree that Bloss was 41 and earning R1 500.00 per month as a general worker at the time of the incident. They part ways on his pre-morbid career trajectory. Mr Tsikai postulates the upper quartile of unskilled earnings by age 48, while Ms Makhubele adopts a more conservative postulation between the lower and median quartile of non-corporate unskilled work. However, both agree, that Bloss would secure accommodated employment only at age 51, at the lower quartile. Importantly both are *ad idem* that both past and future loss of earnings ought to be compensated, noting specifically that '*the average of our respective opinions may be used as a baseline for calculation purposes*'.

Occupational therapists

- [13] Ms Ndlhalane, for the Minister, and Ms Marule, for Blos, agree that Blos retains a residual capacity for light to occasional medium duty work. He would struggle with pain in his previous role, and is no longer an equal competitor in the open labour market. They recommend occupational therapy, assistive devices, a home-maintenance allowance, and transport to medical appointments, and that Blos be allowed three days a week of domestic assistance at the applicable rate.

Specialist psychiatrists

- [14] Dr Pooe, for Blos, and Dr Lekalakala, for the Minister, agree on the cause of the incident, on the PTSD diagnosis, and that Blos requires trauma-focused psychotherapy and psychiatric medication. In an addendum joint minute of 9 April 2026, they disagree, however, on the treatment regime. Dr Lekalakala proposes 24 months of psychiatric intervention and nine months of medication, at R2 000.00 and R600.00 per month respectively. Dr Pooe proposes 21 days of acute intervention in a mental health care facility, by a multidisciplinary team, followed by 12 to 18 months of long-term follow-up care.

Clinical psychologists

- [15] Mr Manaswe and Ms Tsambos agree that Blos was cognitively average and emotionally resilient before the incident. Post the incident Blos now evinces residual cognitive deficits, anger, hopelessness, fear and severe anxiety, with a significant forfeiture of the amenities of life and a diminished sense of self. They recommend 18 sessions of psychotherapy at R2 000.00 each, and psychopharmacological treatment at R2 500.00 per session, totalling R36 000.00 and R45 000.00 respectively.

The actuaries

- [16] Mr Immermann, for Bloss, and Mr Karidza, for the Minister, agree on the actuarial methodology, including Life Table 2 of Dr Koch's Quantum Yearbook and discount rates of 2% per annum for future medical expenses and 3% to 3.48% per annum for non-medical expenses. The difference between the latter two being negligible. Averaging the two industrial psychologists' bases, as those experts themselves proposed, the actuaries calculate Bloss's total net loss of earnings at R958 614.00, a net past loss of R544 941.00 (Tsikai) and R197 376.00 (Makhubele), and a net future loss of R913 914.00 (Tsikai) and R260 997.00 (Makhubele), after contingency deductions of 5% (past) and 15% (future). Total future medical expenses, similarly, averaged, come to R1 010 162.00, of which R719 324.00 is attributable to the domestic assistance recommended by the occupational therapists.

Submissions on behalf of Bloss

- [17] Advocate Smit submits that general damages in the sum of R600 000.00 would be fair and appropriate, having regard to the comparable awards. Advocate Smit contends further that Bloss is entitled to the full amount of R958 614.00 calculated by the actuaries in respect of loss of earnings, the contingencies applied being fair and reasonable, and that future medical expenses be awarded in the full sum of R1 010 162.00, inclusive of the domestic assistance component.
- [18] Additionally, Advocate Smit claims that interest run from the date of service of Bloss's notice in terms of section 3(1) of the Institution of Legal Proceedings

against Certain Organs of State Act 40 of 2002, alternatively from date of demand.

Submissions on behalf of the Minister

[19] Conversely Advocate Ntsamai avers that although compensation is warranted, the amounts claimed are excessive and not fully supported by the evidence. Advocate Ntsamai proposes for an award of R250 000.00 in respect of general damages. In so far as the claim for loss of earnings Advocate Ntsamai opines that it ought to be dismissed in its entirety for want of reliable proof of employment and income. In dealing with future medical expenses Advocate Ntsamai suggests that it be limited to R290 838.00, the domestic assistance component of R719 324.00 falling to be excluded as speculative and unsupported by Blos's own evidence. Advocate Ntsamai concludes that interest run only from date of judgment to date of payment.

General damages

[20] The assessment of general damages is pre-eminently a matter for the discretion of the trial court. As was stated in *Road Accident Fund v Marunga*¹, a court, in considering all the facts and circumstances of the case, enjoys a wide discretion to award what it considers to be fair and adequate compensation to the injured party. In *Minister of Safety and Security v Seymour*² this principle was expressed as follows:

‘The facts of a particular case need to be looked at as a whole and few cases are directly comparable. They are a useful guide to what other courts have considered to be appropriate but they have no higher value than that.’

¹*Road Accident Fund v Marunga* 2003 (5) SA 164 (SCA) at 169E-G para 23.

²*Minister of Safety and Security v Seymour* 2006 (6) SA 320 (SCA) para 17.

[21] In *Protea Assurance Co Ltd v Lamb*³, the court held:

‘Comparable cases, when available, should rather be used to afford some guidance, in a general way, towards assisting the Court in arriving at an award which is not substantially out of general accord with previous awards in broadly similar cases, regard being had to all the factors which are considered to be relevant in the assessment of general damages.’

[22] Importantly in *Pitt v Economic Insurance Co Ltd*⁴, an award should be fair to both sides. It must compensate Blos justly, without pouring out largesse from the horn of plenty at the Minister's expense. In *Pitt* this rationale was stated as follows:

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

[23] Both parties proffered comparable awards in support of their respective contentions. Advocate Smit places store on *Louw v Minister of Police*⁵ (R300 000.00, shooting with rubber bullets, scarring and PTSD), *Poswa v Minister of Safety and Security*⁶ (R170 000.00, depression and PTSD following assault), *Solomon and Another NNO v De Waal*⁷ (R7 500.00 in 1972, scarring and depression following a horse bite), and *Mashigo v Road Accident Fund*⁸ (R450 000.00, disfiguring burn scarring).

[24] Advocate Ntsamai relies on *Minister of Police v Dlwathi*⁹ (reduced on appeal from R675 000.00 to R200 000.00, facial injuries, hearing loss and

³*Protea Assurance Co Ltd v Lamb* 1971 (1) SA 530 (A) at 535H-536B.

⁴*Pitt v Economic Insurance Co Ltd* 1957 (3) SA 284 (D) at 287E.

⁵*Louw v Minister of Police* [2023] ZANWHC 233

⁶*Poswa v Minister of Safety and Security* [2011] ZAECPEHC 41.

⁷*Solomon and Another NNO v De Waal* 1972 (1) SA 575 (A) at 586E.

⁸*Mashigo v Road Accident Fund* [2018] ZAGPPHC 539 para 22.

⁹*Minister of Police v Dlwathi* [2016] ZASCA 6 paras 7 and 19.

psychological sequelae), *Louw (supra)*, *Poswa (supra)*, and *Sitimela v Mphara and Another*¹⁰ (R430 000.00, gunshot wounds to the chest and abdomen, liver laceration, spinal complications and chronic pain).

- [25] Of the comparators proffered, *Sitimela* is, to my mind, the closest comparison, insofar as it too concerned gunshot wounds to the chest and abdomen with an associated liver injury. The injuries are, however, readily distinguishable. What stands out is that Bloss suffered materially more extensive injuries than those recorded in *Sitimela*. In addition to the liver injury, Bloss sustained a hemopneumothorax, lung contusions, a diaphragmatic injury and a vertebral fracture, together with permanent, visible scarring and a diagnosed psychiatric *sequela* in the form of Post-Traumatic Stress Disorder, with an added diagnosis of Major Depressive Disorder by one of the two psychiatrists.
- [26] As I see it, this greater severity justifies an award modestly above the R430 000.00 awarded in *Sitimela*. The two awards nonetheless remain closely comparable. *Solomon* and *Mashigo*, concerned as they are predominantly with scarring unaccompanied by comparable thoraco-abdominal organ injury, are of limited comparative value, notwithstanding the substantial updated values contended for by Bloss. *Louw* and *Poswa*, involving injury by rubber bullet and assault respectively, without the organ injury sustained by Bloss, are consonant with the submission made on behalf of the Minister, of a lesser order of severity. Nonetheless, our law is settled that previous awards hold no value other than as a guide. If slavishly followed, they risk placing a court on a treacherous judicial slope.

¹⁰*Sitimela v Mphara and Another* [2024] ZAGPJHC 240 paras 83 and 85.

[27] Having regard to the nature and extent of the injuries sustained, the permanence of the scarring, the diagnosed psychiatric *sequelae*, and the impact thereof on Blos's self-image and enjoyment of the amenities of life, it is my considered view that an award of general damages in the amount of R450 000.00 constitutes fair and adequate compensation.

Loss of earnings

[28] This contention rests on the inconsistency in Blos's evidence as to the duration of his employment (six months, on his oral evidence, as against ten years recorded in Ms Makhubele's report). Crucially, no documentary proof of employment or income was produced, and Blos conceded under cross-examination that he was on good terms with his employer yet made no effort to procure such proof. Advocate Ntsamai relies on *Nkala v Road Accident Fund*¹¹, *Pretorius v Road Accident Fund*¹² and *Lenchwe v Road Accident Fund*¹³ for the proposition that a claim for loss of earnings unsupported by documentary and factual proof cannot succeed.

[29] Advocate Smit counters that where loss of income has been established but strict proof of quantum cannot be produced, a court is not entitled to non-suit a claimant, but must make the best use of the evidence tendered. This principle finds its origin in *Herman v Shapiro & Co*¹⁴, and has since been approved in *Esso Standard SA (Pty) Ltd v Katz*¹⁵ and in *Road Accident Fund v Kerridge*¹⁶. Advocate Smit further relies on the effect to be accorded an agreement

¹¹*Nkala v Road Accident Fund* [2025] ZAGPJHC 255 para 5.

¹²*Pretorius v Road Accident Fund* [2017] ZAGPPHC 353 para 18.

¹³*Lenchwe v Road Accident Fund* [2025] ZANWHC 232 para 19.

¹⁴*Herman v Shapiro & Co* 1926 TPD 367 at 379.

¹⁵*Esso Standard SA (Pty) Ltd v Katz* 1981 (1) SA 964 (A) at 970D-H.

¹⁶*Road Accident Fund v C K* [2018] ZASCA 151 paras 25-26.

recorded in a joint minute, as explained in *Bee v Road Accident Fund*¹⁷: where experts meet and reach agreement, a litigant may not repudiate that agreement save clearly and, at the very latest, at the outset of trial. Thereafter the facts so agreed enjoy the same status as facts common cause on the pleadings, a principle traced to *Thomas v BD Sarens (Pty) Ltd*¹⁸ and approved in *Malema v Road Accident Fund*¹⁹.

[30] The way I see it the Minister's contention that the claim ought to fail in its entirety cannot succeed. It is significant that Ms Makhubele, the Minister's own industrial psychologist, was party to the joint minute in which it is recorded, without qualification, that Bloss was earning R1 500.00 per month at the time of the incident. The joint minute of the industrial psychologists records that '*due compensation is advised*' in respect of both past and future loss of earnings. There is no indication on the record that the Minister repudiated this agreement, timeously or at all, prior to or at the commencement of the trial. What matters more is that the Minister did not lead any evidence, from the alleged employer or otherwise, to gainsay the figure of R1 500.00 per month, which figure was, moreover, consistently reported by Bloss to each of the experts who examined him.

[31] Where certain facts are agreed between the parties in civil litigation, the court is bound by such agreement, even if it is sceptical about those facts. Where the parties engage experts who investigate the facts, and where those experts meet and agree upon those facts, a litigant may not repudiate the agreement '*unless it does so clearly and, at the very latest, at the outset of the trial*'. In the absence of a timeous repudiation, the

¹⁷*Bee v Road Accident Fund* [2018] ZASCA 52; 2018 (4) SA 366 (SCA) paras 22, 30 and 64.

¹⁸*Thomas v BD Sarens (Pty) Ltd* [2012] ZAGPJHC 161 paras 10-14.

¹⁹*Malema v Road Accident Fund* [2017] ZAGPJHC 275 para 92.

facts agreed to by the experts enjoy the same status as facts which are common cause on the pleadings or facts agreed to in a pre-trial conference.

- [32] However, it does not follow, that Blos is entitled to the average of the two industrial psychologists' postulations. Mr Tsikai postulates that Blos would have progressed to the upper quartile of unskilled earnings by age 48. This rests on an assumed career trajectory. There is no evidence for that trajectory beyond the bare fact of prior informal employment. The assumption is also undermined by the very inconsistency in Blos's evidence as to the duration of that employment. A trajectory of sustained career progression presupposes stable, lengthy tenure. Blos's own evidence on this point was materially contradicted. It does not reliably establish such tenure. Ms Makhubele's postulation is the more conservative of the two. It also proceeds from the Minister's own expert. To my mind, it is the more reliably grounded of the two. It is accordingly to be preferred over an unweighted average of the two positions.
- [33] The Minister raised, in cross-examination, certain further factors said to bear on Blos's residual earning capacity. These were a prior leg operation in 2010 and admitted pre-incident heavy alcohol consumption together with continued smoking. Contingencies of this kind are properly catered for as the ordinary vicissitudes of life. This Court is alive to the fact that none of these factors was put to either industrial psychologist. Also, they were not put to any other expert. There was no attempt to quantify their bearing, if any, on Blos's pre- or post-morbid earning trajectory.
- [34] Ms. Makhubele's basis, unlike Mr Tsikai's, already proceeds from a conservative premise. It already incorporates contingency deductions of 5%

(past) and 15% (future). There is no evidence quantifying the additional impact, if any, of the further factors raised. I decline, therefore, to superimpose a discretionary deduction of my own invention upon an otherwise properly reasoned actuarial basis. To do so would be to substitute impression for evidence. This is no more permissible where it operates to reduce an award than where it operates to inflate one, as was held in *Bee v Road Accident Fund*.

- [35] In the premises, Blos is awarded the sum of R458 373.00 in respect of loss of earnings and impairment of earning capacity, being Ms Makhubele's basis as calculated by the actuaries.

Future medical expenses

- [36] The actuaries have calculated Blos's future medical and associated expenses, averaged across the respective reports, at R1 010 162.00. Unlike the calculation of loss of earnings, no separate contingency deduction was applied to these figures. This is unremarkable, future medical expenses are needs-based, itemised costs tied to specific recommended treatments, rather than assumption-laden projections of career progression, and the mortality risk inherent in any award for the future is already accounted for through the Life Table 2 methodology both actuaries agreed to apply.
- [37] Of this amount, R719 324.00 is attributable to domestic assistance, recommended in the joint minute of the occupational therapists on the footing, recorded at paragraph 6.4(b) thereof, that '*Ms Marule opines that he should be allowed 3 days a week of domestic assistance at current AA [rates] and that Ms Ndlhalane concurs that the same can be provided*'.
- [38] This contention is grounded on the fact that Blos resides with his mother and family in a four-roomed house, remains fully ambulant, and has not been

shown to be incapacitated in the performance of ordinary domestic tasks. The Minister relies on *Bee v Road Accident Fund supra*, for the proposition that an expert witness is required to lay a factual basis for a conclusion and to explain the reasoning underlying it, and that a court, even where a joint minute reflects agreement, retains the entitlement to reject an opinion which is unconvincing or founded on an inadequate factual foundation.

[39] The joint minute of the occupational therapists, whilst detailed and cogent insofar as it addresses Blos's residual physical capacity for work, is notably thin in its treatment of the need for domestic assistance. Towards this end, it records no more than an opinion and a bare concurrence, without reference to any specific functional limitation preventing Blos from performing ordinary household tasks. No explanation is advanced as to why three days a week, rather than some lesser measure, is required. This stands in contradistinction to the balance of the joint minute, which is grounded in specific, reasoned observations as to Blos's tolerance for standing, walking and lifting. At one with the principle in *Bee*, I am not bound to adopt an agreed opinion which lacks a proper evidentiary foundation, and I decline to do so in respect of this component.

[40] The balance of the future medical expenses, comprising occupational therapy, assistive devices, psychiatric and psychological treatment, scar revision surgery, home maintenance and transportation, is not disputed by the Minister and is, in any event, well supported by the joint minutes set out *supra*. Blos is accordingly awarded future medical expenses in the sum of R290 838.00, being R1 010 162.00 less R719 324.00.

Interest

[41] Section 2A(2)(a) of the Prescribed Rate of Interest Act 55 of 1975²⁰ provides that interest on an unliquidated debt runs from the date on which payment is claimed by service of a demand or summons, whichever is earlier. Section 2A(5), however, confers upon this Court a discretion to make such order as appears just in respect of the payment of interest on an unliquidated debt, including the rate at which interest shall accrue and the date from which interest shall run. It is against this legislative framework that the question of interest in the present matter must be considered.

[42] The application of these provisions to an award of general damages was recently and authoritatively settled by the Constitutional Court in *Minister of Police v Khedama*²¹. The apex Court held that general, non-pecuniary damages are invariably assessed by a trial court in the monetary values prevailing as at the date of its own judgment, and not as at the earlier date of the delict, demand or summons. It followed that interest calculated on such an award from the date of summons would overcompensate a plaintiff, in that the plaintiff would receive both an award expressed in current values and interest calculated as though that award had already fallen due years earlier.

[43] Mathopo J, writing for a unanimous Court, explained:

[50] A finding that interest on general damages runs from date of service of summons or demand, whichever is earlier, would mean that a creditor must pay interest on such damages despite the fact that they have been valued as at the date of judgment, and not as at the date of the delict or the date of the demand or summons. Such an interpretation would lead to great injustice and unjustified enrichment and it cannot be what the Legislature intended.

²⁰Prescribed Rate of Interest Act 55 of 1975, s 2A(2)(a) read with s 2A(5).

²¹*Minister of Police v Khedama* [2026] ZACC 27 paras 50, 54 and 56.

[54] ... it is fair and reasonable that the court should order a departure from the date of demand or service of summons if it is assessing the general damages at the date of judgment. Consequently, it follows that interest should be ordered to run from the date of judgment, and this would in any event follow from section 2A of the PRI Act.

[56] I therefore conclude that interest on general damages should run from date of judgment to the date of payment. This of course assumes that the trial court, as I believe is invariably the case, expresses general damages in monetary values it regards as appropriate at the date of judgment.

[44] Importantly, the Constitutional Court in *Khedama* drew an express distinction between general, non-pecuniary damages of the kind under discussion, and unliquidated claims for pecuniary loss, to which the default rule in section 2A(2)(a) remains primarily applicable. The Court explained²²:

‘[49] There are different types of unliquidated claims, general non-pecuniary damages (as in the present case) and unliquidated claims for pecuniary loss. My understanding is that section 2A(2)(a) was primarily meant to apply to the latter damages. This is because a claim for pecuniary damages, on the one hand, must be assessed according to its nominal value at the date of the delict or breach of contract; whereas a claim for non-pecuniary damages, on the other hand, is assessed according to its nominal value as at the date of its judgment.’

[45] Applying this distinction to the present matter, the general damages awarded to Blos in the sum of R450 000.00, expressed as they are in the monetary values this Court regards as appropriate as at the date of this judgment, must accordingly bear interest only from the date of this judgment to date of payment.

²²*Minister of Police v Khedama* [2026] ZACC 27 para 49.

[46] The same reasoning applies with equal force to the future components of the pecuniary awards. The real reason *Khedama* treats general damages differently is not simply that they are non-pecuniary. It is that they are valued as at today, the date of judgment, rather than at some earlier date. The future loss of earnings component of R260 997.00, and the future medical expenses of R290 838.00, are, in the same way, both actuarially calculated as present values as at the date of this judgment. Interest on these amounts from an earlier date would overcompensate Blos in the same manner identified in *Khedama*, since he would receive both an award expressed in current values and interest calculated as though that award had already fallen due years earlier. These two amounts must accordingly also bear interest only from the date of this judgment to date of payment.

[47] The past loss of earnings component of R197 376.00 stands on a different footing. This amount represents income which was, on the finding made above, actually due to Blos from the time of the incident, and of which he has been kept out since 2018. This is precisely the class of claim to which the default rule in section 2A(2)(a) applies without need for departure. Section 2A(2)(a) allows interest to run from either of two dates, whichever is earlier. The date of demand, or the date of service of summons. The particulars of claim refer to two notices given in terms of section 3(1) of the Institution of Legal Proceedings against Certain Organs of State Act 40 of 2002. Neither notice is, however, before this Court, and it cannot be verified whether either constituted a demand for payment of a quantified amount. The record does, however, contain clear proof that the summons in this matter was served on the Minister on 21 January 2019. Blos is accordingly entitled to interest on

this amount from 21 January 2019, being the date of service of summons, to date of final payment.

Costs

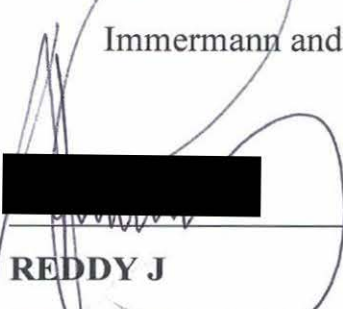
[48] The ordinary rule is that costs follow the result. There is no reason, in the premises, to depart from the ordinary rule. The Minister shall bear Blos's costs of suit, including the costs reserved, on the scale as between party and party, Scale B, together with the qualifying, preparation and reservation fees, where applicable, of the expert witnesses whose reports and joint minutes served before this Court.

Order

[49] Accordingly, the following order is made:

1. The Defendant shall pay the Plaintiff the sum of R1 199 211.00, made up as follows:
 - 1.1 General damages: R450 000.00,
 - 1.2 Loss of earnings: R458 373.00, comprising R197 376.00 in respect of past loss and R260 997.00 in respect of future loss,
 - 1.3 Future medical expenses: R290 838.00.
2. The Defendant shall pay interest on the amount of R450 000.00 referred to in paragraph 1.1 above, on the future loss component of R260 997.00 referred to in paragraph 1.2 above, and on the amount of R290 838.00 referred to in paragraph 1.3 above, at the rate prescribed in terms of the Prescribed Rate of Interest Act 55 of 1975, from the date of this judgment to date of final payment.

3. The Defendant shall pay interest on the past loss component of R197 376.00 referred to in paragraph 1.2 above, at the rate prescribed in terms of the Prescribed Rate of Interest Act 55 of 1975, from 21 January 2019, being the date of service of summons, to date of final payment.
4. The Defendant shall pay the costs of suit, including all costs reserved, on the scale as between party and party, Scale B, such costs to include the qualifying, preparation and reservation fees, where applicable, of Dr D Hoffmann, Dr L Volkwyn, Mr T Tsikai, Ms BW Makhubele, Dr JM Pooe, Dr RTH Lekalakala, Mr M Manaswe, Ms M Tsambos, Ms S Marule, Ms P Ndlhalane, Mr R Immermann and Mr I Karidza.



REDDY J

**JUDGE OF THE HIGH COURT, SOUTH AFRICA,
NORTH WEST DIVISION**

Appearances

For Plaintiff : Advocate D Smit

Instructed by: Nienaber & Wissing Attorneys, Mahikeng

For Defendant : Advocate O Ntsamai

Instructed by: The State Attorney, Mahikeng