



**IN THE HIGH COURT OF SOUTH AFRICA**  
**FREE STATE PROVINCIAL DIVISION**

Reportable:	YES/NO
Of Interest to other Judges:	YES/NO
Circulate to Magistrates:	YES/NO

**Case No: 2557/2021**

In the matter between:

**TERENCE SANDILE TSHABALALA**

Plaintiff

and

**THE ROAD ACCIDENT FUND**

Defendant

**Coram:** Opperman, J

**Heard:** 28 October 2022. The application was disposed of without hearing oral argument and on the Heads of Argument filed on record on behalf of the parties. This was by agreement between the parties and on order of the court.

**Delivered:** The judgment was handed down electronically by circulation to the parties' legal representatives by email and release to SAFLII on 1 November 2022. The date and time for hand-down is deemed to be 1 November 2022 at 15h00

**Summary:** *Quantum* - loss of income

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**JUDGMENT**

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## COMMON CAUSE

[1] The parties are agreed that:

1. On 8 October 2016 the plaintiff was as passenger involved in a motor vehicle collision and sustained a number of injuries as a result thereof, most importantly, quadriplegia. The matter was set down for adjudication of *quantum*.
2. The injuries and *sequelae* have rendered the plaintiff unemployable and following the injuries, he suffers a complete loss of earnings.
3. The defendant admitted liability and is liable to pay 100% of the plaintiff's proven or agreed damages on the merits. Merits were conceded in favour of the plaintiff during 2017.
4. During March 2018, and at the time when the plaintiff was still representing himself, he settled his claim for general damages in the amount of R2 000 000.00 (two million rand). He also accepted an (unlimited) undertaking, as envisaged in section 17(4)(a) of Act 56 of 1996, for future medical expenses. Since 2018 a number of payments have been made, *inter alia*, monthly payments towards the expenses relating to the plaintiff's caregiver.
5. The only dispute is the amount to be awarded for the plaintiff's loss of income. The plaintiff and the defendant have agreed that the defendant accepts the contents of the expert reports of the plaintiff; it stands undisputed.
6. The parties further agreed that the actuarial report compiled by Wim Loots and dated 17 October 2022, forms the basis of the calculations for determination of the loss of earnings. Thus, the only aspect in dispute between the parties relates to the contingency applied by the plaintiff's Actuary in respect of the pre-morbid future loss of income calculation.

7. The parties agreed to the amounts as set out under paragraph 12 of the actuarial report dated 17 October 2022; being that the total past loss amounting to R338 189.00 (where 5% contingency has been applied) and which calculation has been accepted by both parties and agreed upon. The disability grant to be deducted in the amount of R116 960.00 is also agreed to.
8. The parties further agreed that the amount to be used for the future loss calculation is R3 001 364.00 being the amount from which the deduction is to be made once the court determined the contingency to be applied.
9. This court is thus only called upon to determine the contingency to be applied to the pre-morbid future loss of income calculation in respect of the plaintiff's claim.
10. The parties agreed that the reports contained in Bundle 5 – ‘Plaintiff’s Medico-Legal Reports’ be received as exhibits in the proceedings:
  1. Dr Makau – General Practitioner
  2. Dr Scher – Orthopaedic Surgeon
  3. Dr T. Townsend – Neurologist
  4. T. Da Costa – Clinical Psychologist
  5. S. Fletcher – Occupational Therapist
  6. L. Leibowitz – Industrial Psychologist
  7. W. Loots – Actuary (updated report, dated 17 October 2022)

[2] In monetary value the plaintiff alleges that he suffers a loss of earnings in the amount of R2 622 319.00 also having had regard to the monthly disability grant (‘state welfare benefits’) which he has been receiving since July 2017.

[3] The calculations by the plaintiff’s Actuary will be the starting point for the adjudication as to the contingencies to be applied to both the past- and future loss of earnings.

## DISPUTE

[4] The above culminates in the singular dispute of a contingency on the following basis:

1. The plaintiff: Less contingencies of “5%/20%”. The R116 960.00 (disability grant) must be deducted from the total and brings the amount claimed to R2 622 319.80.

<b>LOSS OF EARNINGS CALCULATOR</b>			
<b>Pre-morbid Earnings (Had Accident not occurred)</b>			
Past Loss of Earnings	R	355 988.00	R 355 988.00
Less Contingency		5.00%	R 17 799.40
<b>Subtotal</b>			<b>R 338 188.60</b>
<b>Future Loss of Earnings</b>			
Future Loss of Earnings	R	3 001 364.00	R 3 001 364.00
Less Contingency		20.00%	R 600 272.80
<b>Subtotal</b>			<b>R 2 401 091.20</b>
<b>Total Pre-morbid Earnings</b>			<b>R 2 739 279.80</b>
<b>Post-morbid Earnings (Having regard to the Accident)</b>			
Past Loss of Earnings	R	-	R -
Less Contingency		0.00%	R -
<b>Subtotal</b>			<b>R -</b>
<b>Future Loss of Earnings</b>			
Future Loss of Earnings	R	-	R -
Less Contingency		0.00%	R -
<b>Subtotal</b>			<b>R -</b>
<b>Total Post-morbid Earnings</b>			<b>R -</b>
<b>TOTAL LOSS OF EARNINGS</b>			<b>R 2 739 279.80</b>

2. The defendant: Less contingencies “5%/45%”. R1 988 938.80 – R116 960.00 (disability grant) = R1 871 978.80. The court is therefore requested by the defendant

to award an amount of R1 871 978.80 in respect of plaintiff's claim for loss of

<b>LOSS OF EARNINGS CALCULATOR</b>			
<b>Pre-morbid Earnings (Had Accident not occurred)</b>			
Past Loss of Earnings	R	355 988.00	R 355 988.00
Less Contingency		5.00%	R 17 799.40
<b>Subtotal</b>			<b>R 338 188.60</b>
Future Loss of Earnings	R	3 001 364.00	R 3 001 364.00
Less Contingency		45.00%	R 1 350 613.80
<b>Subtotal</b>			<b>R 1 650 750.20</b>
<b>Total Pre-morbid Earnings</b>			<b>R 1 988 938.80</b>
<b>Post-morbid Earnings (Having regard to the Accident)</b>			
Past Loss of Earnings	R	-	R -
Less Contingency		0.00%	R -
<b>Subtotal</b>			<b>R -</b>
Future Loss of Earnings	R	-	R -
Less Contingency		0.00%	R -
<b>Subtotal</b>			<b>R -</b>
<b>Total Post-morbid Earnings</b>			<b>R -</b>
<b>earnings.</b>		<b>TOTAL LOSS OF EARNINGS</b>	<b>R 1 988 938.80</b>

## THE LAW

- [5] It is trite that it is vital that the evidence pinioned by an expert is solid. “Solid” supposes veracity of the facts of the particular case, expertise on the issue and an opinion that makes legal sense based on the facts combined with the expertise. In *casu*, neither the Industrial Psychologist that instructed the Actuary, nor the Actuary can be faulted on their postulations and calculations.
- [6] In *Southern Insurance Association v Baily NO 1984 (1) SA 98 (A)* that was supported in *Adv Johan Malherbe Kilian N.O Plaintiff in his capacity as Curator Ad Litem to Jansen Van Rensburg: Andre Abraham Petrus Le Grange v Road Accident Fund, The High Court of South Africa (Gauteng Division, Pretoria) Case No. 34116/2016 Judgement 15/9/2016 Gauteng Division, Pretoria* it was held that:

- [1] Any enquiry into damages for loss of earning capacity is of its nature speculative, because it involves a prediction as to the future, without the benefit of crystal balls, soothsayers, augurs or oracles. All that the court can do is to make estimates, which is often a very rough estimate, of the present value of loss. It has open to it, two possible approaches: One is for the judge to make a round estimate of an amount which seems to him to be fair and reasonable. That is entirely a matter of guesswork, a blind plunge into the unknown. The other is to try to make an assessment, by way of mathematical calculations, on the basis of assumptions resting on the evidence. The validity of this approach depends of course upon the soundness of the assumptions, and these may vary from the strongly probable to the speculative.
- [2] It is manifest that either approach involves guesswork to a greater or lesser extent. When it comes to scanning the uncertain future, the Court is virtually pondering the imponderable, but must do the best it can, on the material available even if the result may not inappropriately be described as an informed guess, for no better system has yet been devised for assessing general damages for future loss.
- [6] I must however emphasise that because of the speculative nature of the enquiry, when parties elect to approach the court on a stated case and lump sum of money is claimed, as in the present case, R6 653 636.00 from the public coffers, it is incumbent on the parties to place before the court sufficient evidence in the form of admissions and other admitted format.
- [7] The issue of contingencies is complicated. Speculation abounds. This causes the courts to, inevitably, have a wide discretion. The discretion is curtailed by the application of law on the conspectus of facts.
- [8] Contingencies are by mere definition a control mechanism to adjust the loss to the circumstances of the case to achieve a just and equitable outcome. What is reasonable and fair within the subjection of the presiding officer. These are some factors that have evolved in case law as depicted by counsel for the plaintiff:
1. It is trite that the determination of allowances for contingencies involves, by its very nature, a process of subjective impression or estimation rather than an objective calculation.
  2. The question of the contingencies deductions to be applied, as is the issue of the calculation of the quantum of a future amount, such as loss of earning capacity, are often difficult matters.
  3. The court has a wide discretion based upon a consideration of all the relevant facts and circumstances.
  4. Contingencies of whatever nature generally serve as a control mechanism to adjust the loss to the circumstances of the individual case in order to achieve justice and fairness to the parties.
  5. The provision for contingencies falls squarely within the subjective discretion of the trial judge as to what is reasonable and fair.

6. In coming to a contingency calculation there are no fixed rules and direct evidence cannot be given by an Actuary. Actuarial evidence only serves as a guide to the Court.
7. Contingency deductions imply that provision is made for the prospective loss at the time of assessment of damages that might in any event possibly have occurred independently of the accident in question.
8. The usual effect of an adjustment based on contingencies is that the amount of damages are reduced by a percentage which may vary from 5% and 50%.
9. However, contingencies should logically not always reduce damages, since it should also be possible to consider positive contingencies which may increase the damages.
10. Henochsberg J concluded that in any estimate of the person's loss of earning capacity allowance must be made for all contingencies including the vicissitudes of life and certain deductions must be made from the gross income to allow for unemployment benefits, insurance and so on.
11. This configuration would include – a possibility that a Plaintiff's working life may have been less than 65 years; a possibility of his death before he reaches the age of 65 years; the likelihood of him suffering an illness of long duration; unemployment; inflation and deflation; alterations on the cost of living allowance; an accident whilst participating in sport such as hockey or cricket or at any other time which would affect his earning capacity; and any other contingency that may affect his earning capacity.
12. Contingencies have been described as a normal consequences and circumstances of life, which beset every human being and which directly affect the amount that a Plaintiff would have earned.
13. According to Dr. Koch in his book, the Quantum Yearbook, it is stated that when assessing damages for loss of earnings or support it is usual for deductions to be made for general contingencies for which no explicit allowance has been made in the Actuary's calculation.
14. The deduction is in the prerogative of the Court. General contingencies cover a wide range of considerations which may vary from case to case and may include: taxation, early death, loss of employment, promotion prospect, divorce etc.
15. In substantiation of the aforementioned, Dr. Koch refers to some guideline in respect of contingencies: "Normal contingencies": as deductions of 5% for past loss and 15% for future loss, "a sliding scale": half % per year to retirement age, i.e., 25% for a child, 20% for a youth and 10% in the middle age and deferential contingencies are commonly applied that is to say 1% apply to earnings but for the accident a different percentage earnings having regard to the accident.
16. The assessment of contingencies is largely arbitrary and depends on the court's impression of the case. The contingencies allow for general hazards of life such as periods of unemployment, possible loss of earnings due to illness and risk of future retrenchments.
17. There are guidelines to assist the court. Generally, the younger a claimant, and the longer the remaining working life of a claimant, there is more likely the possibility of an unforeseen event impacting on the assumed trajectory of his or her remaining career.

18. Over time, our courts have accepted that the extent of the period over which a plaintiff's income has to be established has a direct influence on the extent to which contingencies have to be accounted for. Put differently, the longer period over which unforeseen contingencies can have an influence over the accuracy of the amount adjudged to be the probable income of the plaintiff, the higher the contingencies that have to be applied.
19. In past cases, the Supreme Court of Appeal has found the appropriate pre-morbid contingency for a young man of 26 years was 20% which would decrease on a sliding scale as the claimant got older. Although dependant on the specific circumstances of each case, it serves as a convenient starting point.

[9] There are no fixed rules. The evidence of experts and actuaries serves as guidance to the courts.

[10] The case of *National Justice Compania Naviera S.A v Prudential Assurance Co Ltd* 1993 (2) Lloyds Reports 68-81 set out the duty and role of an expert.

1. Expert evidence presented to the court should be, and should be seen to be, the independent product of the expert uninfluenced as to form or content by the exigencies of litigation.
2. An expert witness should provide independent assistance to the court by way of objective, unbiased opinion in relation to matters within his expertise. An expert witness should never assume the role of an advocate.
3. An expert witness should state the facts or assumptions upon which his opinion is based. He should not omit to consider material facts which could detract from his concluded opinion.
4. An expert witness should make it clear when a particular question or issue falls outside his expertise.
5. If an expert opinion is not properly researched because he considers that insufficient data is available, then this must be stated with an indication that the opinion is no more than a provisional one. In the case of where an expert witness who has prepared a report could not assert that the report contained the truth, the whole truth and nothing but the truth without some qualification, that qualification should be stated in the report.

[11] In *Schneider NO & Others v AA & Another* 2010 (5) 203 WCC Davis, J stated at paragraph 211J-212B:

In short, an expert comes to court to give the court the benefit of his or her expertise. Agreed, an expert is called by a particular party, presumably because the conclusions of the expert, using his or her expertise,



are in favour of the line of argument of the particular party. But that does not absolve the expert from providing the court with as objective and unbiased an opinion, based on his or her expertise, as far as possible. An expert should not be a hired gun who dispenses his or her expertise for the purpose of a particular case. An expert does not assume the role of an advocate, nor gives evidence which goes beyond the logic which is dictated by the scientific knowledge which that expert claims to possess.

[12] In *RAF v Zulu* [2011] ZASCA 223 the court dealt with the approach to expert evidence that has to be adopted by the courts. The court reaffirmed the principles set out in *Michael v Linksfeld Clinic (Pty) Ltd* 2001 (3) SA 1188 (SCA) that:

[14] What is required in the evaluation of such evidence is to determine whether and to what extent their opinions advanced are founded on logical reasoning.

[13] The common theme is that courts must jealously protect their role and powers. Courts are the ultimate arbiters in any court proceedings. The facts that caused the expert opinions in this case are vital. It was supplied by the plaintiff and corroborated by experts and surrounding evidence. It is logic and sound.

## **ADJUCATION**

[14] The monetary difference in the views of the parties to be R750 340.20; the percentage contingency 25%. The parties are too far apart in their postulations and submissions if the facts are regarded. The evidence of the Industrial Psychologist applied on the reigning law and on the facts brings the matter to a more just and equitable outcome.

[15] Lee Leibowitz, the Industrial Psychologist, with veracity interpreted and reflected the condition of the plaintiff. The plaintiff is confined to a wheelchair (the plaintiff is a quadriplegic), unable to sit unsupported, has limited movement in his hands and wrists, suffers loss of sensation to touch over the front of the upper chest distally, down the trunk and lower limbs and upper back downwards, suffers leg spasms and has no control over his bladder. An indwelling catheter was inserted. He has no control over his anal sphincter and needs to wear nappies and he suffers from prevailing constipation with the added consequences.

[16] He suffers from severe frustration due to his physical limitations and sometimes experiences the feeling that it would have been better if he died in the accident. This is aggravated by disturbed sleep patterns, being short tempered and irritable; and worry and anxiety about his future.

[17] Leibowitz continues to describe the pre-accident and post accident employment and earnings postulations to be:

A: Pre-Accident

1. In anticipating the level to which an individual may have advanced in his/her occupation, several aspects play a role. Important aspects include the familial background, developmental and medical history, the individual's socio-economic circumstances, overall functioning (i.e., cognitive, psychological, physical etc.) educational achievements, vocational history, job performance and career aspirations, as well as various external factors such as labour market conditions, the availability of promotional opportunities, employment policies, etc.
2. With regards his education, plaintiff exited the schooling system in December 2012, after having successfully completed his Grade 12 year. His National Senior Certificate reflects that he met minimum requirements for admission to higher certificate studies.
3. In terms of further skills development, plaintiff did not further his tertiary studies or complete any training. Upon direct questioning, plaintiff indicated that he does not have a driver's license.
4. From an occupational perspective, plaintiff has held employment doing instore promotions for Auto Reach during school holidays. In 2015 he worked as a casual/shelf packer at Cash 'n Carry in 2015 for five to eight months. As per the affidavit referred to in section 7 of this report, plaintiff was earning R2 500.00 per month for his efforts in this capacity. He reportedly left this position at around the end of November 2015. He was thus unemployed at the time of the accident.
5. The plaintiff was 25 years old at the time of the accident. He asserted that he was in good health pre-morbidly and that he would not have had any limitations meeting the requirements of any position for which he was suited.
6. When asked about his career aspirations, plaintiff reported that "he loved playing soccer" and that he had played for a soccer club since high school till the date of the accident. He indicated that his "dream" would have been to be a professional player. He however acknowledged that he had never derived any income from his soccer interests. Upon further probing, he explained that at the time of the accident he was searching for employment as he needed an income and that he would have accepted any entry level work with the aim of developing skills in the workplace.
7. Having considered plaintiff's background, his level of education and the limited work experience Leibowitz is of the opinion that he would have had to rely on his physical abilities and psychological wellbeing to remain competitive and earn a living. It is further considered that he

would have remained competitive for positions for which he had the requisite skills, abilities and experience. Whilst Leibowitz acknowledges plaintiff's love of sport, it is however considered that very few people manage to progress to a professional level. As such Leibowitz is of the view that but for the accident the following would have ensued:

- 7.1 Given that plaintiff was unemployed at the time of the accident, he may have accepted work as a casual worker such as he had previously held in 2015. It is however considered that in time (although timeframes are difficult to accurately predict) he would have secured more stable work. His earnings would have depended on various factors, such as his job context.
- 7.2 Broadly speaking, it is acknowledged that although plaintiff had completed Grade 12, given labour market conditions he may initially have had to accept work where he would have earned at least in line with the National Minimum Wage. Had he secured full-time work, his earnings may have been at the R4 229.55 per month/R50 745.60 per annum levels in 2021 terms.
- 7.3 Given plaintiff's relatively young age at the time of the accident (he was only 25), and that he had obtained a Grade 12, it would only be fair to allow for progression. It may be considered that given the opportunity, with time, experience, and the acquisition of additional skills (which may have been obtained through attending additional courses, workplace interventions/undergoing on the job training, etc.), plaintiff would have been able to progress within semi-skilled environments to reach R193 000.00 per annum levels by age 45- 50.
- 7.4 Thereafter, his earnings may have increased annually in line with inflation, until retirement at age 65.

#### B: Post-Accident

1. The plaintiff was involved in an accident on the 10 August 2016, in which he sustained injury.
2. He reportedly remained unemployed since the date of the accident.
3. Leibowitz took note of the opinions of the experts on record.
4. Having taken cognisance of the experts' collective findings, it is Leibowitz's opinion that plaintiff has been rendered exceptionally vulnerable and unemployable as a result of the injuries he sustained in the accident and the *sequelae* thereof.
5. In essence, plaintiff sustained serious orthopaedic injuries as outlined by Dr Scher. Dr Scher explained that consequent to the cervical spinal cord damage plaintiff has been left virtually totally

incapacitated, wheelchair bound and dependent on daily care for the rest of his life. In his opinion, post-accident he has been rendered unemployable.

6. In addition, Dr Townsend, Neurologist was of the opinion that he sustained a mild traumatic brain injury. Her neurological outcome diagnosis was that plaintiff has posttraumatic cervical myelopathy ASIA-A C8 and posttraumatic mood disorder. In her opinion plaintiff is rendered unemployable in the open labour market as a result of his spinal cord injury and neurological deficits.
7. Ms Da Costa, Clinical Psychologist, indicates that post-accident plaintiff presents with deficits including severe depression, and severe anxiety/panic. Ms Da Costa is of the view that he will not likely be able to return to pre-accident levels of mental functioning if the physical pain and cognitive deficits either continues at the current level or intensifies. In her opinion, plaintiff will remain unemployed.
8. Ms Fletcher, Occupational Therapist, reports that plaintiff identified several physical/functional limitations as well as visual perceptive skill deficits. She also concludes that plaintiff is unemployable in the open labour market.
9. In light of the above, Leibowitz concludes that as a result of the injuries sustained in the accident and the *sequelae* thereof, plaintiff is considered unemployable and will suffer a total loss of earnings.

[18] The defendant did not adduce any evidence to bolster their view. Counsel for the defendant drew the court's attention to the following:

1. Plaintiff did not further his studies and Grade 12 is his highest qualification. He did not complete any further training.
2. He did not hold a driver's licence.
3. His employment with both Auto Reach and Bibi Cash 'n Carry, was uncorroborated in any manner and in both instances, it was temporary work.
4. He voluntarily ended his employment there and one is left to wonder why, in the general economic climate of the country, he had done so.
5. He was unemployed at the time of the collision.
6. He completed Grade 12 in 2012, and from January 2013 to October 2016 (3 years and 10 months) he was (on uncorroborated information) employed for at best 8 months of the 46 months (only 17% of the time).
7. If accepted that he did in fact obtain temporary employment with Bibi Cash 'n Carry, and then merely terminated same, one may conclude that he lacks dedication and commitment towards his employment and may in fact have not progressed to the semi-skilled level of employment, or by the age, as postulated by Leibowitz.

8. South Africa has a high unemployment rate, even under graduates. It also suffers of low economic growth. This can lead to a significant delay in entry and career breaks. The fact that plaintiff was, at the time of the collision, searching for employment serves to confirm the scarcity thereof, and him possibly only obtaining employment much later than January 2017. There is always the possibility that plaintiff may have been unemployed for extended periods of time and there is even a possibility that he would have remained unemployed in the absence of the accident.
9. A much higher contingency deduction for future income is more in keeping with the probabilities of the case.
10. There is a possibility that plaintiff could have retired earlier than postulated by Leibowitz (being at the age of 65 years) and it is noted from tax regulation that a person can retire from age 55 and government grant starts at age 60.
11. The calculations done from 1 January 2017 onwards (Leibowitz postulated a 3 months period to seek and obtain employment, from date of accident), is done at R4 229.55 per month. Counsel for the defendant submitted that a calculation starting at R2 500.00 per month, would be more realistic and in keeping with plaintiff's (alleged) employment history.

## **CONCLUSION**

[19] A contingency of 5%/32,5% meets the facts and the law of the case to cause fairness and equity. The matter will be referred back to the Actuary to conclude the calculation on this basis.

## **[20] ORDER**

With due cognisance of the fact that the plaintiff has concluded a written Contingency Fee Agreement with his Attorneys the following order is made:

1. The defendant is 100% liable for the plaintiff's proven damages.
2. The plaintiff's claim for past and future loss of earning capacity must be referred to Wim Loots Actuaries to be calculated, within 20 days of the date of this order, in accordance with the actuarial report dated 17 October 2022 (Reference WLAC13663.1) and applying the contingency deductions of 5%/32,5%.

3. Upon receipt of the actuarial calculation the parties are to approach court to make the actuarial calculation of the plaintiff's claim for past and future loss of earning capacity an order of court.
4. Payment will be made directly to the trust account of the plaintiff's attorneys of record, the details are as follows:
  - Holder: Mokoduo Erasmus Davidson Attorneys Trust Account
  - Bank and Branch: First National Bank (FNB), Rosebank
  - Account number: 62222488290
  - Code: 253305
  - Ref: T827
5. Interest *a tempore-morae* shall be calculated in accordance with the Prescribed Rate of Interest Act 55 of 1975, read with section 17(3)(a) of the Road Accident Fund Act 56 of 1996, one hundred and eighty (180) days from the date of this order.
6. The defendant is to pay the plaintiff's agreed or taxed High Court costs as between party and party, such costs not limited to, but to include:
  - 6.1. Costs attendant upon the obtaining of payment of the capital amount;
  - 6.2. The preparation and qualifying fees of the experts consequent upon obtaining the plaintiff's reports and addendum reports *inter alia* by: -
    - 6.2.1. Dr Makua (General Practitioner);
    - 6.2.2. Dr Scher (Orthopaedic Surgeon);
    - 6.2.3. Burger Inc (Radiologist);
    - 6.2.4. Dr Taniel Townsend (Neurologist);
    - 6.2.5. Talita da Costa (Clinical Psychologist);

6.2.6. S Fletcher (Occupational Therapist);

6.2.7. L Leibowitz (Industrial Psychologist); and

6.2.8. Wim Loots (Actuary).

6.3. The plaintiff's reasonable travel and accommodation costs to attend appointments.

7. The costs of counsel up until 28 October 2022.

8. The party and party costs, as agreed or taxed, shall be paid by the defendant directly into the trust account of Mokoduo Erasmus Davidson Attorneys for the benefit of the plaintiff

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**M. OPPERMAN, J**

**Appearances**

For plaintiff:

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Claim no. 502/12448705/07/3

Link no: 4068507