

Editorial note: Certain information has been redacted from this judgment in compliance with the law.

**REPUBLIC OF SOUTH AFRICA**



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

**CASE NO: 2020/6446**

1. REPORTABLE: NO
2. OF INTEREST TO OTHER JUDGES:  
NO
3. REVISED: NO

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**21 June 2022**

In the matter between:

**D K**

**PLAINTIFF**

and

**ROAD ACCIDENT FUND**

**DEFENDANT**

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**JUDGMENT**

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**Olivier AJ:**

- [1] This is an action for damages in terms of the Road Accident Fund Act 56 of 1996 ('Act 56 of 1996'). DK (the 'Plaintiff') sustained bodily injuries from a motor vehicle collision which occurred on 30 June 2018. The Plaintiff was a passenger at the time of the collision.
- [2] Following the collision, the Plaintiff lost consciousness and was taken by ambulance to Chris Hani Baragwanath Hospital, where he was hospitalised.
- [3] The Plaintiff suffered a mild traumatic brain injury; C2 transverse process fracture; soft tissue injury to the back; a crushed right forearm, with comminuted (multiple bone splinters) right radius and ulna fracture and vascular injury of the radial artery; neurological deficit of the right forearm; and an injury of the right shoulder. He underwent various procedures to treat his injuries.
- [4] The Road Accident Fund (the 'Defendant') has conceded liability for 100 per cent of the Plaintiff's proved damages. The Defendant has agreed to provide the Plaintiff with an undertaking in terms of s 17(4)(a) of Act 56 of 1996 in respect of all the Plaintiff's future hospital and medical expenses.
- [5] The outstanding issues are general damages and loss of earnings.

### **Expert reports**

- [6] The Plaintiff relies on the following expert reports, namely: Dr H. E. T. Van Den Bout (Orthopaedic Surgeon); Dr J. H. Kruger (Neurosurgeon); Dr B. A. Longano (Psychiatrist); Dr A.P.J. Botha (Specialist Physician); Ms K. Du Toit (Occupational Therapist);

Ms L. Theron (Industrial Psychologist); and Gerard Jacobson Consulting Actuaries.

- [7] The Defendant produced no expert reports and presented no evidence. The facts and opinions of the reports of the Plaintiff's experts must be taken to have been admitted by the Defendant, except that the Defendant disputes the pre-accident earnings of the Plaintiff recorded in the Industrial Psychologist's report.
- [8] As a result of the injuries, the Plaintiff experiences stiffness of the right shoulder, right elbow, right wrist and right hand; severe weakness of the right arm; pain over the right upper arm, elbow and forearm; numbness of the right forearm and hand; no motor function of the right arm and hand; patchy sensation of the right forearm; severe deformity of the right forearm; severe depression; impaired concentration; and short-term memory loss.
- [9] The Plaintiff wears a sling, due to his severely deformed right arm. According to Dr Botha, the specialist physician, the Plaintiff's right arm is totally non-functional and there is no prognosis for the return of any function. He has lost all ability to perform tasks which require bilateral hand function. Dr van den Bout, the orthopaedic surgeon, states in his report that the Plaintiff has lost all function of his dominant right upper limb, and that he will have chronic pain for the rest of his life. The Plaintiff told Ms du Toit, the occupational therapist, that he wants his arm amputated because the pain is too severe and it 'gets in the way'. This aligns with the medical opinion of Dr van den Bout that the Plaintiff would best be served by an amputation of the right arm above the elbow.

## **Plaintiff's evidence**

- [10] Three witnesses testified for the Plaintiff: Mr Pieter Coetzee, Ms Lorette Theron and the Plaintiff himself. Mr Coetzee is the owner of Coetzee and Associates. The Plaintiff and Coetzee had worked together in the Democratic Republic of the Congo (DRC) in 2012, and then again in Kimberley in 2018. He was also a friend of the Plaintiff's late father. Ms Theron is a registered Industrial Psychologist who interviewed the Plaintiff and prepared a report.
- [11] The Plaintiff is an adult male, born on [...]. He was 32 years old at the time of the accident and is presently 36 years old. He is unmarried. He testified about his qualifications, employment history, professional experience, work earnings, the impact of the accident on his health and physical condition, and how this has affected his future career prospects.
- [12] According to the report of the industrial psychologist the Plaintiff left school in 2005 with a Grade 10 qualification. In the same year he completed a call centre telemarketer course and worked in that capacity for three months. He was incarcerated early in 2006 and after his release in 2007 he was unemployed until June 2009, when he took up work as a welder's assistant for three months. He completed a welding course at the Randfontein Welding School in October 2009. He was hereafter again unemployed for more or less eight months. He regained employment in June 2010. He was intermittently employed as a welder from this time up to the date of the accident, doing mostly short-term contract work ranging from three to six months at a time. However, he was not employed at all during 2017.
- [13] His last employment prior to the accident was in Kimberley. Coetzee, as sub-contractor, had contracted him as a welder on a

project for Lumacon Construction, at the Robert Sobukwe Hospital. Coetzee testified that they had concluded a verbal contract, which contradicts the Plaintiff's testimony that he had signed a contract.

[14] Coetzee's contract with Lumacon Construction had started in November 2017, but the Plaintiff had joined only during January 2018. Coetzee testified that he had terminated Plaintiff's contract sometime in April or May, due to the project coming to an end. The Plaintiff had worked on the project for only four to five months.

[15] The Plaintiff had told the industrial psychologist that he had earned a salary of R 20 000 per month for the duration of the contract. This he repeated in his testimony. The correctness of this amount was disputed by the Defendant. Coetzee corroborated the Plaintiff's evidence in this regard, testifying that he had paid the Defendant R20 000 per month, 'all inclusive' with no deductions.

[16] There is, unfortunately, a dearth of conclusive supporting documentation. The bank statement submitted to the industrial psychologist shows three relevant deposits over a period of two months: 27 March (R 4 500 – reference: Kimberley); 2 May (R 12 000 – reference: Kimberley payment); and 23 May (R 7 200 – reference: cash deposit). The three deposits total R 23 700. There were no deposits in April. R 19 200 was deposited in May.

[17] The Plaintiff explained that sometimes his wages would be paid in cash. This was confirmed by Coetzee, although he could not remember how many times he had paid the Plaintiff in cash. The Plaintiff explained further that some of his monthly earnings had been paid to his mother by Coetzee, but that he didn't know why Coetzee had done so. Coetzee confirmed that sometimes he had

paid a part of the Plaintiff's earnings to the Plaintiff's mother, but this had been done with the Plaintiff's knowledge and approval. There is, however, no proof of payment to the mother.

[18] The Plaintiff said during cross-examination that he had received a pay slip for his salary, but that he had left it behind in Kimberley. This would indicate that there is better evidence available on this point which was not provided to Ms Theron. The Plaintiff's testimony regarding the pay slip was not confirmed by Mr Coetzee.

[19] The testimony of the Plaintiff on his pre-accident earnings was confusing and contradictory. I return to this further below.

### **Career development**

[20] In respect of pre-morbid progression, Ms Theron explained that the Plaintiff had progressed rapidly in his career, qualifying and gaining experience in specialized welding over the ten years prior to the accident. According to her he would have developed further and likely would have reached his career ceiling at age 45. He would likely have advanced from welder to chargehand or foreman, and later to supervisor by the age of 45. He would probably have worked until retirement age 65, considering that he was in good health prior to the accident.

[21] Coetzee had told Ms Theron that the hourly wage of a welder depended on the employer, but that generally a normal 'stig' welder would earn R 90—100/h, a dairy and brewery welder R 120/h, and a petrochemical welder R 150/h. A chargehand would earn around R 135/h, a foreman R 150/h, and a supervisor R 180—220/h.

- [22] Ms Theron's report stated that according to the PE Corporate Services Salary Survey a welder earns at the C1-level on the Paterson-derived Grading scale, while a foreman/supervisor earns at the C2-level. According to *The Quantum Yearbook 2020* by Dr R J Koch, an artisan would earn within the following range per annum: R 86 000 – R 186 000 – R 374 000 (representing the lower, medium, and upper quartile respectively).
- [23] In Ms Theron's opinion the PE Corporate Salary Survey and the *Quantum Yearbook* earnings ranges are insufficiently accurate to determine the Plaintiff's earning progression. She recommends that the real-time salary information provided by Coetzee is used, as it is the most practical and applicable earnings in the present case. I accept her recommendation. Mr Coetzee has decades of experience in the industry and is himself a contractor who employs welders for projects. I have no reason to doubt his knowledge, experience or objectivity, although it would have been preferable had the information been provided by some other industry specialist who was not a witness for the Plaintiff.
- [24] The Plaintiff worked only in contract positions and his pre-accident earnings fluctuated and were also influenced by labour broker policies.
- [25] In Ms Theron's opinion the Plaintiff would probably have progressed to an average of R 200/h as supervisor at age 45 (his ceiling). From there he would probably have received annual inflationary increases until retirement.

## **Employability**

[26] Ms Theron reports that the Plaintiff has been severely compromised by the accident and *sequelae*. He is no longer able to work as a welder and will not reach his career and earnings potential. His options for employment are, as a result, greatly reduced. She concludes that he cannot work in any physical capacity and is not suited for an alternative sedentary career, and that the combination of physical, psychological, and cognitive difficulties has rendered him unemployable in the labour market. Dr Botha and Ms du Toit agree that the Plaintiff will never be able to work again, not even as a telemarketer, as suggested by the Defendant. Ms du Toit concludes that the Plaintiff's working career has been truncated and that he is not expected to return to work in future given his physical psychological and cognitive presentation.

[27] I am satisfied that the Plaintiff is unemployable in the open labour market as concluded by the experts.

### **Earning capacity and loss of earnings**

[28] There is a conceptual difference between a plaintiff suffering an impairment of earning capacity, and a plaintiff suffering a loss of earnings in the future.<sup>1</sup>

[29] The Plaintiff must first show that his earning capacity has been impaired. There are essentially two scenarios: either the Plaintiff has been rendered unable to work due the accident and this situation will continue for the rest of his life; or, whilst the Plaintiff will still be able to work, he has incurred a diminished work

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<sup>1</sup> See generally in this regard *Chakela v Road Accident Fund* [2017] ZAGPJHC 141.



capacity that will render him unable to work until his normal retirement.

[30] It is incumbent on the Plaintiff to prove that the reduction of the earning capacity will result in actual loss of income.<sup>2</sup> The court requires good evidence to make this determination. There must be some reasonable basis for arriving at a particular figure.

[31] In *Goldie v City Council of Johannesburg*<sup>3</sup> the court made the following relevant observations:

[I]n the case where it is necessary to award compensation for loss of future earnings, I have difficulty in appreciating what better starting point there can be than the present value of the future earnings which the Plaintiff has been prevented from earning. From this point proper allowance must be made for contingencies, but if the fundamental principle of an award of damages under *lex Aquilia* is compensation for patrimonial loss, then it seems to me that one must try to ascertain the value of what was lost on some logical basis and not impulse or by guesswork.

[32] In *Terblanche v Minister of Safety and Security*<sup>4</sup> Mayat AJA stated:

The difficulty with claims of this nature is generally not so much the recognition that earning capacity constitutes an asset in a person's estate, but rather the quantification of the monetary value of the loss of earning capacity by a trial court. Each case naturally depends on its own facts and

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<sup>2</sup> *Rudman v Road Accident Fund* 2003 (2) SA 234 (SCA) at para 11.

<sup>3</sup> 1948 (3) SA 913 (W) at 920.

<sup>4</sup> 2016 (2) SA 109 (SCA) at para 14.

circumstances, as well as the evidence before the trial court concerned. (my emphasis)

[33] In *Hersman v Shapiro and Company*<sup>5</sup> Stratford J remarked as follows:

Monetary damage having been suffered, it is necessary for the Court to assess the amount and make the best use it can of the evidence before it. There are cases where the assessment by the Court is little more than an estimate; but even so, if it is certain that pecuniary damage has been suffered, the Court is bound to award damages. (my emphasis)

[A court] is not so bound in the case where evidence is available to the Plaintiff which he has not produced; in those circumstances the Court is justified in giving, and does give, absolution from the instance. But where the best evidence available has been produced, though it is not entirely of a conclusive character and does not permit of a mathematical calculation of the damage suffered, still, if it is the best evidence available, the Court must use it and arrive at a conclusion based on it.

[34] There is an issue with some of the evidence in the present case. The Plaintiff was not a good witness; his testimony was vague and evasive on some points. There is contradictory evidence regarding the Plaintiff's contract with Coetzee, specifically in respect of how the contract was concluded, how payment was made, whether payments were made to the Plaintiff's mother, and the duration of

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<sup>5</sup> 1926 TPD 367 at 379-380.

the agreement. In respect of his earnings immediately before the accident, the documentary evidence is not conclusive.

[35] Plaintiff's counsel contended that most of the contradictions are immaterial as the primary issue for the court to decide is the post-accident career path of the Plaintiff to determine his loss of earnings. It was submitted that the Plaintiff's progress to R200/h was not really disputed, and that Ms Theron provided well-founded reasons for her projections. It was immaterial to the determination of loss of earnings whether payments had been made to the Plaintiff's mother, or how his salary was paid. The court has everything it needs to assess the loss of earnings, according to the Plaintiff's counsel.

[36] Coetzee confirmed that he had paid the Plaintiff an 'all inclusive' salary of R 20 000/h for the duration of the contract. Coetzee was a good witness and I accept his corroboration. The absence of conclusive documentary proof of earnings is unfortunate, but not fatal. Although the bank statements submitted do not fully corroborate a salary of R 20 000, they do show earnings in the general vicinity.

[37] The situation in the present case is different from that in *Mlotshwa v RAF*, for example, where the court ordered absolution from the instance, as the plaintiff had presented no documentary or other corroborative evidence of his earnings.<sup>6</sup> In the present case the evidence produced by the Plaintiff is sufficient to establish whether damage has been suffered, and to determine the amount of compensation. As set out in *Hersman* "if it is certain that pecuniary damage has been suffered, the Court is bound to award damages."<sup>7</sup>

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<sup>6</sup> [2017] ZAGPPHC 109 (29 March 2017).

<sup>7</sup> *Supra* note 5 at 379.

[38] The approach to actuarial calculations and contingencies was recently explained in *Road Accident Fund v Kerridge*:<sup>8</sup>

[41] Courts have used actuarial calculations in an attempt to estimate the monetary value of the loss. These calculations are obviously dependent on the accuracy of the factual information provided by the various witnesses. In order to address life's unknown future hazards, an actuary will usually suggest that a court should determine the appropriate contingency deduction. ...

[42] Contingencies are arbitrary and also highly subjective. It can be described no better than the oft-quoted passage in *Goodall v President Insurance Co Ltd* where the court said: '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 almanack, is not numbered among the qualifications for judicial office.'

[43] It is for this reason that a trial court has a wide discretion when it comes to determining contingencies. An appeal court will therefore be slow to interfere with a contingency award of a trial court and impose its own subjective estimates. ...

[39] The actuarial report was compiled by Gerard Jacobson Consulting Actuaries in Johannesburg. The calculations are based on the information provided by the industrial psychologist. K was earning R 20 000 at the time of the accident which translates to

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<sup>8</sup> 2019 (2) SA 233 (SCA) at paras 41 to 43.

approximately R 115/h over a 40-hour week. Plaintiff would have progressed to chargehand (at R 135/h) to foreman (at R 150/h) to supervisor (at R 200/h). Annual inflationary increased would apply thereafter until retirement age 65.

[40] He calculated that the Plaintiff had suffered past loss of R 677 518 and that his future loss will be R 6 067 356.

[41] Defendant's counsel correctly pointed out that the Plaintiff was not in full-time employment at the time of the accident. His employment record is 'patchy'. He has never been permanently employed and has experienced long periods of unemployment. He did not work at all during 2017. This is a significant factor in determining an appropriate contingency percentage.

[42] Plaintiff's counsel presented two scenarios to the court: first, a 15% contingency in respect of past and future loss (essentially, 0.5% per year until retirement age), which would be in accordance with the usual contingency determinations. This would bring the loss of earnings to R 5 733 142,90; and second, in the alternative, a 30% contingency to cater for the Defendant's concerns about the Plaintiff's employment history, salary, and prospects of promotion, resulting in a loss of earnings of R 4 721 411,80.

[43] Defendant's counsel argued that the Plaintiff should not be awarded any compensation for past loss of earnings, and that in respect of future earnings, a contingency of 50% should be applied. This would result in a total loss of earnings of R 3 033 678.

[44] There is no reason why the Plaintiff should not be awarded past loss of earnings. And as I have stated above, an appropriate contingency percentage can compensate for an uneven employment record, both in respect of past and future loss of earnings. In AA

*Mutual Insurance Association Ltd v Maqula* the court applied a contingency of 50% due to an unstable employment record.<sup>9</sup> And recently, in *Mbokazi v Minister of Police*, the court applied a contingency of 50% as the Plaintiff had produced no proof of income and had held insecure employment prior to the event.<sup>10</sup>

[45] The present case is distinguishable. A higher than usual contingency rate is required, but 50 % would be too high and punitive under the circumstances.

[46] In my opinion a contingency of 35% should be applied in respect of both past and future loss of earnings. I consider it to be fair and appropriate under the circumstances.

[47] The calculation is therefore as follows:

- a. Past loss of earnings: R 677 518 minus R 237 131,30 for a total of R 440 386,70.
- b. Future loss of earnings: R 6 067 356 minus R 2 123 574,60 for a total of R 3 943 781,40.
- c. TOTAL LOSS OF EARNINGS: R 4 384 168,10.

### **General damages**

[48] In *Maqula*<sup>11</sup> the then-Appellate Division held that

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<sup>9</sup> 1978 (1) SA 805 (A).

<sup>10</sup> [2020] ZAGPPHC 286 (10 June 2020).

<sup>11</sup> *Supra* note 9 at 809A-B.

it is settled law that a trial Court has a wide discretion to award what it in the particular circumstances considers to be a fair and adequate compensation to the injured party for his bodily injuries and their *sequelae*.

[49] The determination of general damages is fraught with difficulty and needs to be undertaken with great care and circumspection. It is trite that each case must be assessed on its own merits and that no case is factually the same as another. A court must guard against misplaced emotion overshadowing a rational attempt to fix an award based on facts. Past awards offer guidance; they are instructive but not conclusive. No two cases are ever truly alike.

[50] Plaintiff's counsel submitted that R 1 million should be awarded as general damages. In support, he referred me to the following cases:

- a. *Mokakale v Road Accident Fund*:<sup>12</sup> the Plaintiff, an adult male, had a traumatic amputation of his right arm above the elbow, fracture of the right femur, injury to the knee, urethral injury, and injury to the right foot. He was awarded R 1 100 000 in 2013 (present value R 1 615 000). It is unclear whether the amputated arm was his dominant arm.
- b. *Rens v MEC for Health*:<sup>13</sup> the Plaintiff was a 22-year-old man who suffered an above-elbow amputation of the left arm and subsequent re-amputation through the shoulder. He was awarded R 600 000 in 2009 (present value R 1 100 000). This is a similar kind of amputation which the Plaintiff intends to have (above the elbow), except that Rens's arm was later amputated through the shoulder. No doubt the later amputation was a factor in the determination of the award. Plaintiff's counsel submitted that *Rens* is closest to the present case.

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<sup>12</sup> [2013] ZAGPPHC 156 (12 June 2013).

<sup>13</sup> [2009] ZANHC 10 (17 April 2009).

- c. *D v Road Accident Fund*:<sup>14</sup> the Plaintiff was 47 years old at the time of the trial and his injuries consisted of a mild concussive brain injury with reports of poor memory and concentration, fracture of the right femur, injury to the right hip and abrasions of the right knee. He was awarded R 600 000 in damages in 2017 (present value R660 000).
- d. *Nkosi v Minister of Police*:<sup>15</sup> the Plaintiff, 26 years old at the time of the incident, was shot in his dominant right forearm, shattering both his radius and ulna. The extensor tendons and flexor tendons caused neurological damage. His hand developed a permanent claw presentation, he had weak hand muscles and loss of sensation over parts of the hand. He was awarded R 750 000 in 2019 (present value R 850 000). Counsel submitted that Nkosi's injuries were less severe than the Plaintiff's.

[51] Defendant's counsel argued that R 750 000 is a fair and reasonable amount for general damages. She referred me to the following cases:

- a. *Mdunge v MMF*:<sup>16</sup> Plaintiff sustained injuries to his left arm and eyes. The nerves that conduct signals from the spinal cord to the left shoulder, arm and hand were damaged, rendering his left arm flail and completely useless, resulting in permanent loss of the eye and arm. He was awarded R 180 000 in 1998 (present value R 600 000).
- b. Defendant's counsel also relied on *Nkosi* in support of her argument.<sup>17</sup>

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<sup>14</sup> [2017] ZAGPJHC 61 (3 March 2017).

<sup>15</sup> [2019] ZAGPJHC 285 (22 August 2019).

<sup>16</sup> 1998 (4J2) QOD 145 (N).

<sup>17</sup> *Supra* note 15.



[52] The cases advanced by Plaintiff's counsel resemble the facts of the present case more closely. In three of them, the Plaintiff had suffered some degree of amputation. *In casu*, medical opinion favours amputation.

[53] The sum proposed by the Plaintiff is too high and that proposed by the Defendant is too low. Taking into consideration all relevant factors and circumstances, I am of the view that an award of R 900 000 for general damages is fair and reasonable.

[54] In summary, the Defendant must pay the Plaintiff the total sum of R 5 284 168,10: R 4 384 168,10 for loss of earnings, and R 900 000 for general damages.

[55] The Defendant's liability for costs is stated in the order below.

### **Order**

[56] The following order issues:

- a. The Defendant shall pay to the Plaintiff an amount of R 900 000 (nine hundred thousand rand) in respect of general damages, and R 4 384 168,10 in respect of past and future loss of earnings (total: R 5 284 168,10) within 14 days from date of this order;
- b. Interest on the aforesaid amount calculated from the day following the lapse of a period of 14 days from the date of the granting of this order to date of final payment, 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, as amended;
- c. The Defendant shall furnish the Plaintiff with an undertaking as envisaged in Section 17(4)(a) of the Act in respect of the costs of

the future accommodation of the Plaintiff in a hospital or nursing home or treatment of or rendering of a service to him or supplying of goods to him arising out of the injuries sustained by him in the motor vehicle collision which occurred on 30 June 2018.

d. The Defendant shall pay the Plaintiff's costs of the suit, as taxed or agreed, on a scale as between party and party, such costs to include the costs of Counsel employed on behalf of the Plaintiff, including preparation, consultations with witnesses as well as the trial held on 12 April 2022 and 13 April 2022, and furthermore costs incurred in respect of the reports, addendums, joint minutes, appearances and reservation fees, if any, of the following expert witnesses:-

- i. Dr. H. E. T Van Den Bout – Orthopaedic Surgeon;
- ii. Dr. J. H. Kruger - Neurosurgeon;
- iii. Dr. B. A. Longano – Psychiatrist;
- iv. Dr. A.P.J. Botha – Specialist Physician
- v. Ms. K. Du Toit – Occupational Therapist;
- vi. Ms. L. Theron – Industrial Psychologist; and
- vii. Mr. G. W. Jacobson – Consulting Actuary.

e. In the event of the costs above in paragraph (d) not being agreed, the Plaintiff's bill of costs will be served on the Defendants, and the taxed bill of costs will be payable within 14 (fourteen) days after taxation.

f. The compensation payments and costs referred to in paragraphs (a) and (d) above, are to be made in the Plaintiff's attorneys' trust

banking account, the details of which are as follows: A.F. VAN WYK MABITSELA WILLIAMS INC Trust Banking Account:  
Name: AF VAN WYK MABITSELA WILLIAMS INC.

Bank: FIRST NATIONAL BANK

Branch: SOUTHDALE

Type of account: TRUST

Cheque Account Number: [...]

Branch Code: 254205

Fax: (011) 680-3421

E-mail: admin@afvanwyk.co.za

Reference: K38/18/AVW.

- g. The Plaintiff and his attorneys, A. F. Van Wyk Mabitsela Williams Inc., have concluded a valid fee agreement in terms of the Contingency Fees Act 66 of 1997. A copy of said agreement is attached hereto as Annexure "A".

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**M Olivier**  
**Acting Judge of the High Court**  
**Gauteng Local Division, Johannesburg**

*This judgment was handed down electronically by circulation to the parties and/or parties' representatives by email and by upload to CaseLines. The date and time for hand-down is deemed to be 14h00 on 21 June 2022.*

Date of hearing: 12—13 April 2022  
Date of judgment: 21 June 2022

Appearances:

On behalf of the Plaintiff: D. Combrink  
Instructed by: A. F. Van Wyk Mabitsela Williams Inc

On behalf of the Defendant: T. Mathebula  
Instructed by: State Attorney