**SAFLII Note:** Certain personal/private details of parties or witnesses have been redacted from this document in compliance with the law and SAFLII Policy

**IN THE HIGH COURT OF SOUTH AFRICA**

**GAUTENG DIVISION, PRETORIA**

(1) REPORTABLE: **YES**
(2) OF INTEREST TO OTHER JUDGES: **YES**

**.....**
**D MAHON** **DATE: 23/03/2021**

In the matter between:

Case No:50887/18

**ADVOCATE S SAYED N.O.**

Plaintiff

**(CURATOR AD LITEM OF Z S S[....])**

and

**ROAD ACCIDENT FUND** Defendant

And in the matter between:

Case No:38403/17

**OLYN: MARY-ANN obo CAILYN** Plaintiff

and

**ROAD ACCIDENT FUND** Defendant

And in the matter between:

**MOSIA: MALEFETSANE SHADRACK** Case No:33821/17

Plaintiff

and

**ROAD ACCIDENT FUND** Defendant

And in the matter between:

Case No:35970/18

**MPHO FRANS TSOTETSI** Plaintiff

and

**ROAD ACCIDENT FUND** Defendant

And in the matter between:

Case No:49128/18

**MATHOLO LM obo**
**MOKOBANE TOKYO ISAAC** Plaintiff

and

**ROAD ACCIDENT FUND** Defendant

And in the matter between:

Case No: 2316/14

**ADV M TROMP N.O. obo**
**T I SHONGWE** Plaintiff

and

**ROAD ACCIDENT FUND** Defendant

And in the matter between:

Case

**HARMSE HMC obo HILLS GH** Plaintiff

and

**ROAD ACCIDENT FUND** Defendant

*Coram: Mahon AJ*

*Attorney – Duty of – Duty to withdraw from matter by means of delivery of formal notice of withdrawal as attorney of record in terms of Rule 16(4)(a). An attorney who does not intend to play any further active role in litigation has a duty to timeously withdraw from matter by means of delivery of formal notice of withdrawal as attorney of record in terms of Rule 16(4)(a). This duty is owed, not only to the attorney's own client, but also to the Court, to the attorneys on the other side and to the other litigants in the matter. Failure to do so out of self-interest constitutes unprofessional conduct.*

*Practice - Attorney of record - Withdrawal of - Notice of withdrawal in terms of Uniform Rule 16 (4) – When required.*

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**JUDGMENT**

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MAHON AJ

*This judgment is handed down electronically by circulating to the parties by email and by uploading on Caselines.*

Introduction

[1] This judgment is in respect of a number of actions launched by various plaintiffs against the Road Accident Fund ("the RAF"). Some of the matters proceeded on an unopposed basis by virtue of the lack of any appearance for the defendant. In the others, settlement had been reached between the parties by virtue of the plaintiff, acting through its legal representatives having engaged directly with the defendant through one or more of its claims handlers, in the absence of the defendant's attorneys of record.

[2] A common feature in all of the matters, however, is that the defendant's attorneys of record, who had previously been actively involved in the matter by signing pleadings, delivering documents and the like, had at some point prior to the hearing of the matter, ceased playing any further role in the proceedings and, despite this, failed to withdraw as attorney of record.

[3] At the hearing of each of these matters, therefore, the defendant's attorneys were still formally on record but had failed to appear at the hearing and had played no active part in the proceedings for an extended period of time.

[4] It is this broader aspect which I am duty-bound to address in this judgment in what would otherwise be relatively customary matters on the civil trial roll.

[5] I accordingly deal with this aspect in this judgment, before making the orders directed at each of the matters, as set out in paragraph [67] below.

An Attorney's Duty to Withdraw

[6] As a general principle, but subject to certain exceptions, whatever the nature of the matter in hand, a client is entitled at any time to put an end to the attorney and client relationship and upon his doing so the attorney must accept the dismissal. This is a long established principle in England[1] and has been followed in South Africa and remarked upon as being implicit in our system of administration of justice.[2]

[7] In the handling of any matter which comes or is to come before any court, an attorney must at all times act with proper respect for that court so as not in any way to impair its authority and dignity.[3]

[8] An attorney of record in litigation is no mere post box or conduit for the receipt and dispatch of documents. He plays a pivotal role in the progress of litigation, the functioning of courts and the administration of justice. The attorney's function is to understand his client's problem and, even where he knows that counsel will be briefed, to go as far as he reasonably can in the time available, not only to grasp the facts but also to investigate the legal questions involved.[4] It goes without saying that these duties cannot be fulfilled where the attorney has washed his hands of the matter and is present in name only.

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1 *Watts v Official Solicitor [1936] 1 All ER 249 (CA).*

2 *See: Van Blommestein, Professional Practice for Attorneys (1965) Ch 7 par 7 at 63.*

3 *Lewis: Legal Ethics, 1st Ed, p207*

4 *Lewis: Legal Ethics, 1st Ed, p215*

[9] It must be remembered that an attorney owes duties, not only to his client, but to the court and, indeed, to his opponents and their clients.[5]

[10] It is for good reason, therefore, that an attorney's role in the representation of his client in litigation has been regulated by the Uniform Rules of Court.

[11] The relevant provisions of Rule 16 provide as follows:

> "*(1) If an attorney acts on behalf of any party in any proceedings, such attorney shall notify all other parties of this fact and shall supply an address where documents in the proceedings may be served.*
>
> *(2) (a) Any party represented by an attorney in any proceedings may at any time, subject to the provisions of Rule 40, terminate such attorney's authority to act, and may thereafter act in person or appoint another attorney to act in the proceedings, whereupon such party or the newly appointed attorney on behalf of such party shall forthwith give notice to the Registrar and to all other parties of the termination of the former attorney's authority, and if such party has appointed a further attorney to act in the proceedings, such party or the newly appointed attorney on behalf of such party shall give the name and address of the attorney so appointed.*
>
> *...*
>
> *(4) (a) Where an attorney acting in any proceedings for a party ceases so to act, such attorney shall forthwith*

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[5] *Transorient Freight Transporters Corporation v Eurocargo Co-Ordinators (Pty) Ltd 1984 (3) SA 542 (W) at 546B*

> *deliver notice thereof to such party, the Registrar and all other parties; provided that notice to the party for whom such attorney acted may be given by facsimile or electronic mail in accordance with the provisions of Rule 4A.*"

[12] The above-quoted provisions make it plain that an attorney, when acting for a litigant, is required to place himself on record in accordance with the rule. Axiomatically, where that attorney ceases to act in the matter, he is similarly duty-bound to deliver a notice of withdrawal as attorney of record.

[13] This serves an important purpose, not only for the other parties involved, but for the protection of the attorney himself, as this judgment illustrates.

[14] In each of the matters forming the subject matter of this judgment, there was no appearance for the defendant, despite the defendant's attorneys having formally remained on record. In many of the matters, the plaintiffs' counsel lamented their instructing attorneys' difficulty in eliciting from the defendant directly, responses to letters addressed to it from the plaintiffs' attorneys. Had it been the defendant's attorneys who had failed to reply to correspondence, they would have risked censure by the Legal Practice Council.[6] This

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[6] *Rule 16.1 of the Code of Conduct for all Legal Practitioners, Candidate Legal Practitioners and Juristic Entities provides that an attorney "…shall within a reasonable time reply to all communications which require an answer unless there is good cause for refusing an answer".*

is but one illustration of the difficulty arising from an attorney who is on record but who plays no active role in the matter.

[15] Counsel alerted me to another practical difficulty which arises from this state affairs, namely, that it becomes impossible for the plaintiffs to comply with the practice directives of this court which require a pre-trial conference to be held between the parties and a joint practice note to be filed. When requested to attend pre-trial conferences, the defendant's attorneys of record will, typically, either ignore the request or indicate that they hold no instructions to participate. This, quite clearly, impedes the progression of the matters to a state where they are ripe for trial and undermines the very purpose of the practice directives in question.

[16] I am aware of pending disputes in this court between the defendant and numerous attorneys' firms in relation to the termination of their mandates by the defendant and it was posited to me by a number of the counsel who appeared before me on behalf of the plaintiffs, that the attorneys in question may be deliberately refusing to withdraw from these matters in order to maintain some tactical advantage in those pending proceedings. This is, of course, speculation, but if one were to assume the correctness of this explanation then I fail to see how that can be a legitimate explanation for the attorneys' conduct. It still remained their duty either to withdraw timeously or to carry on with the case.

[17] Indeed, it seems to me that if an attorney should deliberately act in a manner which is at odds with his ethical duties in an effort to preserve his own financial self-interest, that would, in my view, render the attorney guilty of unprofessional conduct. It must be remembered that an attorney's profession is more than a mere commercial enterprise – it is a noble undertaking which carries with it the privilege of serving the administration of justice. An attorney's ethical obligations will always outweigh matters of financial or commercial expediency.

[18] I hold no view in regard to whatever issues may be in dispute between these attorneys and the defendant – their concerns might well be eminently warranted - but it need hardly be stated that an attorney cannot flout his ethical obligations in order to preserve his commercial relationships with the defendant.

[19] Whatever the reasons for remaining on record may be, if the attorney adopts the position that he is entitled to remain as attorney of record, then he must continue to fulfil his obligations. He cannot both approbate and reprobate, for as was aptly stated by Didcott J in **S v Ndima 1977 (3) SA 1095 (N):**[7]

*"If an attorney wishes to carry on hoping that at the last minute he will be given funds and does not wish to withdraw at an earlier stage of the case because he will jeopardise his chance of being paid, then he must be willing to take the risk that he will find himself*

[7] *At 1097 B-C*

*financing the appeal and go on with it. In other words, he either withdraws at an appropriate stage or he takes the risk and carries on and does the work…"*

[20] On the facts of the present matters, it seems to me that the attorneys were either required to withdraw timeously or to continue to act in the matter (perhaps, at their own financial risk). They did neither.

[21] What is more, the passage from the Ndima judgment which I have quoted above has been given fairly recent publicity to attorneys as a result of it having been published in *De Rebus* in May of 2018.[8]

[22] *Prima facie*, and I make no finding in this regard because I do not have the attorneys' explanation before me, the defendant's attorneys of record in these matters are guilty of gross discourtesy and a neglect of their duties as officers of the Court.[9] In one of the matters (Harmse v RAF – Case no 447/16), the plaintiff's attorneys had, at my request, addressed correspondence to the defendant's attorneys of record indicating that, because they were still on record, they should appear before me on 4 February 2021. The defendant's attorneys of record refused, stating that "… *We confirm*

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[8] *"Some red flag risk areas to keep a look out for in clients" by Thomas Harban, May 2018 De Rebus*

[9] *The failure by attorneys to properly comply with this duty has been described in a number of reported judgments as a 'gross discourtesy and a neglect of their duties as officers of the court'. See S v Ndima 1977 (3) SA 1095 (N) at 1097B – D, and MacDonald t/a Happy Days Café v Neethling 1990 (4) SA 30 (N ), the latter judgment having been referred to with approval in Makuwa v Poslson 2007 (3) SA 84 (T) para 11. See also Transorient Freight Transporters Corporation v Eurocargo Co-Ordinators (Pty) Ltd 1984 (3) SA 542 (W) at 546B.*

*that at this stage the RAF doesnt* (sic) *give us any instructions and this include* (sic) *instructions to appear in court on its behalf. We therefore advise that you should communicate with the RAF in the interest of your client.*"

[23] This response is most discourteous to and disrespectful of the court. So too, is the general approach of the defendant's attorneys in these matter, in the absence of some legitimate explanation.

[24] For these reasons, I intend to direct that this judgment be delivered to the offices of the Legal Practice Council, for it to consider an investigation into the conduct of the defendant's attorneys of record in all of these matters.

[25] I turn now to the merits of the individual matters which served before me. In each of the matters, I considered whether an appropriate contingency fee agreement was in place. None of them gave rise to any concerns in this regard.

Matters Where Agreement Had Been Reached:

Case numbers 49128/18 – Matholo v RAF and Case number 33821/17 – Mosia v RAF

[26] In these matters, a settlement was reached between the plaintiffs (acting through their attorneys) and the defendant, through one or more of its claims handlers and a draft order was provided to me by counsel. A letter of confirmation of the acceptance of the draft by the defendant, was provided.

[27] In both of the matters, counsel for the plaintiff addressed me on the appropriateness of the draft orders and, having heard counsel and considered the draft orders in the light of the documents to which counsel directed my attention, I am satisfied that the draft orders ought to be granted.

Case number 2316/14 – Shongwe v RAF

[28] In this matter, an agreement was reach in regard to part of the relief claimed by the plaintiff. The defendant agreed, *inter alia,* to an interim payment of R1 million, to the furnishing of an undertaking in terms of section 17(4) of the Act, and that the plaintiff's claims with respect to the patient's past medical expenses, general damages past and future loss of income be postponed *sine die*.

[29] The plaintiff also moved for an order declaring the patient to be incapable of managing his own affairs and for an order appointing a curator *bonis*. Having considered the report of the curator *ad litem,* the affidavit of the patient’s mother and guardian who supports the application and the submissions of counsel, I am satisfied that this relief should be granted.

[30] I was provided with draft order and was referred to a letter from the defendant indicating that it was agreeable to the granting of the draft order concerned.

[31] I am satisfied that the draft order ought to be granted.

Matters Which Proceeded on a Default or Unopposed Basis

[32] In this matter, there was no appearance for the defendant and the plaintiff was unable to make contact with any employee of the defendant who was able to deal with the matter. The hearing accordingly proceeded on an unopposed basis.

[33] Section 005 of the bundle uploaded onto Caselines contains a series of documents demonstrating the *locus standi* of the plaintiff in her capacity as curator of the minor child. Having considered these documents I am satisfied that the plaintiff has the necessary *locus standi* to represent the minor child in these proceedings.

[34] In regard to the merits of the matter, the plaintiff relies upon the sworn affidavit of Ms S[....], the mother of the minor child, who indicates that while the minor child was walking on the side of the road a taxi travelling at a high speed came from behind, swerved to the left to avoid a dog in the road and collided with the minor child on the side of the road.

[35] It is contended by the plaintiff that the driver of the taxi was negligent in a number of respects articulated in paragraph 5 of the plaintiff's amended particulars of claim.

[36] Ms S[....]'s version, when considered in the light of the photographs provided and the sketch plan must, in the absence of any evidence to the contrary, be accepted.

[37] I was then referred to the minute of the pre-trial conference dated 28 August 2018 in which the defendant admitted that the minor child was *doli incapax* at the time of the accident. In my view, this admission was correctly made and no negligence can be attributed to the minor child. I am accordingly satisfied that the defendant ought to be 100% liable for such damages as may be proved by the plaintiff.

[38] According to the amended particulars of claim, the plaintiff claims the following:

[38.1] An undertaking in terms of section 17(4)(a) of the Road Accident Fund Act 56 of 1996 in respect of Future Medical Expenses;

[38.2] Monetary compensation in an amount of R7,000,000.00, comprised of:

[38.2.1] R5,500,000.00 in respect of loss of income; and

[38.2.2] General Damages in an amount of R1,500,000.00.

[39] In light of my finding that the defendant ought to be 100% liable for such damages as may be proved by the plaintiff, the undertaking referred to in paragraph [38.1] above must follow.

[40] For the entitlement to monetary compensation, the plaintiff relies upon the expert reports of 14 experts, which have been confirmed by way of affidavits from each of them.

[41] Although the defendant delivered a number of notices in terms of rule 36(9)(a), it seemingly failed to deliver any expert summaries.

[42] I have had regard to the contents of the plaintiff's expert summaries and in the absence of any evidence to the contrary, I am satisfied as to their cogency and correctness. What remains are the questions of the appropriate contingency deduction to be applied to the plaintiff's claim for loss of earnings in the circumstances and the question of general damages.

[43] In regard to the question of loss of earnings, I am mindful of what was stated in the judgment of **Phalane v Road Accident Fund**[10] where the following approach was endorsed, at paragraphs 17 and 18:

*"[17] Contingencies are the hazards of life that normally beset the lives and circumstances of ordinary people (AA Mutual Ins Co v Van Jaarsveld reported in Corbett & Buchanan, The Quantum of Damages, Vol II 360 at 367) and should therefore, by its very nature, be a process of subjective impression or estimation rather than objective calculation (Shield Ins Co Ltd v Booysen 1979 (3) SA*

[10] *(48112/2014) [2017] ZAGPPHC 759 (7 November 2017)*

*953 (A) at 965G-H). Contingencies for which allowance should be made, would usually include the following:*

*(a) the possibility of illness which would have occurred in any event;*

*(b) inflation or deflation of the value of money in future; and*

*(c) other risks of life such as accidents or even death, which would have become a reality, sooner or later, in any event (Corbett, The Quantum of Damages, Vol I, p 51).*

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

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

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

[44] Taking into account the young age of the minor child as well as what appears to be a somewhat conservative approach taken by the industrial psychologist, I am persuaded that a 20% contingency deduction in this instance is appropriate.

[45] As per the summary of loss of income at paginated page 347 of the actuarial report, a future loss before contingency deduction is

indicated as R6,637,027. With the deduction which consider to be appropriate, the plaintiff is entitled to payment of an amount of R5,309,622.

[46] As for general damages, it is trite that In assessing general damages for bodily injuries, the process of comparison with comparable cases does not take the form of a meticulous examination of awards made in other cases, nor should the process be allowed to dominate the enquiry as to become a fetter upon the Court's general discretion. Comparable cases, when available, are to be used to afford general guidance towards assisting the Court in arriving at an award which is not substantially out of general accord with previous awards in broadly similar cases.[11]

[47] Having considered Mr Bam's very thorough and comprehensive heads of argument in the light of the evidence before me, I am satisfied that an amount R1,200,000.00 would be appropriate as general damages.

[48] The curator *ad litem*'s report recommends the establishment of a trust to assist the plaintiff and the plaintiff's family to manage the funds awarded.

Case number 38403/17 – Olyn v RAF

[11] *Protea Insurance Co v Lamb 1971 (1) SA 530 (A)*

[49] In this matter, the merits had previously become settled on the basis that the defendant would be liable for 100% of such damages as agreed or proved by the plaintiff.

[50] An undertaking in terms of section 17(4)(a) of the Road Accident Fund Act 56 of 1996 in respect of Future Medical Expenses must accordingly follow.

[51] There was no appearance for the defendant and the matter accordingly proceeded on an unopposed basis.

[52] The plaintiff requested that the question of general damages be postponed *sine die*, a request which I intend to grant.

[53] The only remaining issue before me was the question of loss of earnings.

[54] Having considered the contents of the expert's reports which were confirmed by way of affidavit and having considered the submissions of counsel, I am satisfied that a contingency deduction of 30% is appropriate. This is based on what is stated in **Phalane v Road Accident Fund**,[12] referred to above, considered in the light of the pre-existing conditions which were identified by the plaintiff's counsel.

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[12] *(48112/2014) [2017] ZAGPPHC 759 (7 November 2017)*

[55] I accordingly intend to make an order in terms of the draft order which was provided by counsel, amended as to reflect the amount of R1 044 784.40 which is to be awarded as loss of earnings.

Case number 35970/18 – Tsotetsi v RAF

[56] This matter was set down to proceed on quantum only, the merits having been previously conceded on the basis that the defendant would be liable for 100% of the plaintiff's proved or agreed damages. . In the absence of any appearance for the defendant, the matter proceeded on an unopposed basis.

[57] As with the previous matters, the resolution of the merits on this basis means that an undertaking in terms of section 17(4) of the Act must follow.

[58] Past medical expenses did not arise because the plaintiff was treated in a government/state funded hospital.

[59] Based on the contents of the expert reports which were confirmed by way of affidavit, and utilising the postulations of the Industrial Psychologist, the plaintiff argued that an amount of R397 030.00 was fair and reasonable in respect of loss of earnings, taking into account the suggested contingency deductions. I am satisfied that this is so.

[60] Counsel referred me to a number of authorities in support of his argument relating to general damages. The updated awards in those judgments ranged from R388 000.00 to R1 million.

[61] I am satisfied that the plaintiff's proposed amount of R700 000.00 in respect of general damages is reasonable.

[62] I will accordingly make an order in terms of the draft order provided to me.

Case number 447/16 – Harmse v RAF

[63] In this matter there was, similarly, no appearance for the defendant.

[64] Having considered counsel's submissions and comprehensive heads of argument, I am of the view that the contingency deduction proposed by the plaintiff is fair and reasonable.

[65] Although counsel claimed an amount of R1,500 000.00 in respect of general damages, I am of the view that an amount of R1,300,000.00 is more appropriate. Counsel for the plaintiff indicated that this amount was fair and reasonable.

[66] On this basis, counsel provided me with a draft order which I intend to make an order of court.

Conclusion

[67] I accordingly make the following orders:

1. The plaintiffs' attorneys of record are to ensure that this judgment is delivered to the offices of the Legal Practice Council for the

consideration of an investigation into the conduct of the defendant's attorneys of record.

2. In case number 49128/18 – Matholo v RAF:

    2.1. I make an order in terms of the draft which appears at page 072-1 on Caselines;

    2.2. A copy of the finalised order, initialled by me, will be uploaded onto Caselines and delivered to the parties by email;

3. In case number 33821/17 – Mosia v RAF:

    3.1. I make an order in terms of the draft which appears at page 072-12 on Caselines;

    3.2. A copy of the finalised order, initialled by me, will be uploaded onto Caselines and delivered to the parties by email;

4. In case number 2316/14 – Shongwe v RAF:

    4.1. I make an order in terms of the draft which appears at page 001-1 on Caselines, including annexure "A" thereto which appears at page 001-9;

    4.2. A copy of the finalised order, initialled by me, will be uploaded onto Caselines and delivered to the parties by email;

5. In case number 50887/18 – Sayed NO v RAF:

5.1. The defendant shall compensate the plaintiff for 100% of the plaintiff's proven damages arising from the collision forming the subject matter of this action.

5.2. The defendant shall make payment to the plaintiff of the amount of R6 509 622.00 ("the capital amount"), in respect of Loss of Earnings and General Damages into a trust account as contemplated in Section 86(4) of the Legal Practice Act 28 of 2014, of the plaintiff's Attorneys, for the sole benefit of Z[....] S[....] S[....] (Identity Number: [….]) (referred to as "the minor").

5.3. The defendant shall forthwith furnish an Undertaking, in terms of Section 17(4)(a) of the Road Accident Fund Act No. 56 of 1996,for the payment of 100% (One Hundred per centum) of the costs of future accommodation of the minor in a hospital or nursing home, or for the treatment of, or rendering of service, or for the supplying of goods to the minor, including the costs attendant on the creation and Administration of a Trust to be formed and the appointment of the Trustee(s) thereof, and the costs of a case manager and/or care giver and the services rendered by him/her (including the costs incurred in providing security to the satisfaction of the Master of the

High court), after such costs have been incurred and upon proof thereof;

5.4. The defendant shall be liable for:

5.4.1. the reasonable costs incurred in the establishment of a TRUST as contemplated below and the appointment of trustee(s);

5.4.2. the reasonable costs incurred in the administration of the trust, which administration costs recoverable from the defendant shall be limited to the prescribed tariffs for curators in terms of Section 84(1)(b) of the Administration of Estates Act 66 of 1965, read with Regulation 8(3), as amended from time to time;

5.4.3. the reasonable costs incurred in providing security to the satisfaction of the Mater of the High Court of South Africa for the administration of the award in favour of the patient and the annual retention of such security to meet the requirements of the Master in terms of Section 6 of the Trust Property Control Act 57 of 1988.

5.5. The payments made by the defendant in terms of this order shall be made into a trust account as contemplated

in Section 86(2) of the Legal Practice Act 28 of 2014, of the plaintiff's Attorneys, for the sole benefit of the minor pending the establishment of the TRUST contemplated below.

5.6. The attorneys for the plaintiff are ordered:

5.6.1. To cause a trust ("the Trust") to be established in accordance with the Trust Property Control Act No 57 of 1988, in line with the recommendations of the curator *ad litem*;

5.6.2. To pay all monies held in trust by them for the benefit of the minor, to the Trust, after deduction of their fees and disbursements, in accordance with their mandate and fee agreement; provided that the said Attorney shall only be entitled to their fee and disbursements once the plaintiff's Attorneys have taxed the Bill of Costs.

5.7. The trust instrument contemplated above shall be substantially in accordance with the draft trust deed annexed to the report of the curator *ad litem*;

5.8. The defendant shall make payment to the plaintiff of interest on all amounts, at the prescribed rate;

5.9. The defendant shall make payment of the plaintiff's costs, which shall be paid into the aforementioned trust account.

6. In case number 38403/17 – Olyn v RAF:

6.1. I make an order in terms of the draft which appears at page 014-1 on Caselines, subject to the inclusion of the amount of R1 044 784.40 in paragraph 2 thereof, as loss of earnings;

6.2. A copy of the finalised order, initialled by me, will be uploaded onto Caselines and delivered to the parties by email;

7. In case number 35970/18 – Tsotetsi v RAF:

7.1. I make an order in terms of the draft which appears at page 013-1 on Caselines;

7.2. A copy of the finalised order, initialled by me, will be uploaded onto Caselines and delivered to the parties by email;

8. In case number 447/16 – Harmse v RAF:

8.1. I make an order in terms of the draft provided to the court by counsel for the plaintiff;

8.2. A copy of the finalised order, initialled by me, will be uploaded onto Caselines and delivered to the parties by email.

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**D MAHON**

Acting Judge of the High Court, Pretoria

**APPEARANCES**:

Case number 50887/18 – Sayed NO v RAF

For the plaintiff: Adv J Bam

Instructed by: EHLERS ATTORNEYS

For the defendant: No appearance

Attorneys of record: MARIVATE ATTORNEYS

Date of hearing: 3 February 2021

Date of judgment: 23 March 2021

Case number 38403/17 – Olyn v RAF

For the plaintiff: Adv N Makopo

Instructed by: EDELING VAN NIEKERK INC.

For the defendant: No appearance

Attorneys of record: TAU PHALANE INCORPORATED

Date of hearing: 3 February 2021

Date of judgment: 23 March 2021

Case number 33821/17 – Mosia v RAF

For the plaintiff: Adv H van Tonder

Instructed by: EDELING VAN NIEKERK INC.

For the defendant: No appearance

Attorneys of record: LEKHU PILSON ATTORNEYS

Date of hearing: 3 February 2021

Date of judgment: 23 March 2021

Case number 35970/18 – Tsotetsi v RAF

For the plaintiff: Adv M C C De Klerk

Instructed by: NEL VAN DER MERWE & SMALMAN INC

For the defendant: No appearance

Attorneys of record: MKHONTO & NGWENYA INC

Date of hearing: 4 February 2021

Date of judgment: 23 March 2021

Case number 49128/18 – Matholo v RAF

For the plaintiff: Ms H T Kgomo (Attorney)

Instructed by: Mohala Moifo Attorneys Inc.

For the defendant: No appearance

Attorneys of record: PULE INCORPORATED

Date of hearing: 5 February 2021

Date of judgment: 23 March 2021

Case number 2316/14 – Shongwe v RAF

For the plaintiff: FA RAS SC

Instructed by: RUDI KOTZE ATTORNEYS

For the defendant: No appearance

Attorneys of record: MAPONYA INCORPORATED

Date of hearing: 5 February 2021

Date of judgment: 23 March 2021

Case number 447/16 – Harmse v RAF

For the plaintiff: Adv D J Marx

Instructed by: VZLR INC

For the defendant: No appearance

Attorneys of record: BRIAN RAMABOA INC

Date of hearing: 4 and 5 February 2021

Date of judgment: 23 March 2021