

SOUTH AFRICA / JUDGMENT

Chiloane obo M.P.M v Road Accident Fund (31119/2014) [2016] ZAGPPHC 614 (13 June 2016)

[2016] ZAGPPHC 614

COURT

North Gauteng High Court, Pretoria

BEFORE

Van der Westhuizen

CASE / FILE NUMBER

31119/2014

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IN THE HIGH COURT

OF SOUTH AFRICA

GAUTENG DIVISION,

PRETORIA

CASE NO.: 31119/2014

DATE: 13/6/2016

In the matter between:

U S CHILOANE obo M P

M. Plaintiff

and

THE ROAD ACCIDENT

FUND Defendant

JUDGMENT

VAN DER WESTHUIZEN, AJ

1. The plaintiff claims in her personal and representative capacity as guardian of the minor child, M. P. M. for damages suffered as a result of an accident that occurred on or about 3 November 2010.
2. The defendant has accepted liability to pay 100% of the plaintiff's proven, alternatively agreed damages suffered. In respect of the issue of future hospital and related medical expenses, the defendant has provided an undertaking in terms of section 17(4)(a) of Act 56 of

1996. This matter now before me concerns only the issue of quantum.

3. The plaintiff has filed reports by various experts. The defendant has opted not to file any expert reports. The defendant did not admit to the content of the plaintiff's expert reports, nor did it indicate which portions of the reports are in dispute and on what basis it is disputed.
4. The minor child suffered the following injuries as a result of the accident:
 - (a) A mid-shaft femur fracture left leg;
 - (b) Facial injuries;
 - (c) Loss of consciousness.
5. When the matter was called before me, counsel for the defendant indicated that he held instructions not to admit to the content of the expert reports and merely indicated that the defendant disputes the head injury suffered by the minor child as reported on in the plaintiff's reports.
6. It was put to counsel for the defendant that he would not be entitled to cross-examine or put a version that would not be supported by expert evidence to be called in respect thereof, to any of the plaintiff's expert witnesses. Wisely, counsel sought an indulgence to obtain instructions in that regard. Counsel for defendant thereafter admitted the content of the plaintiff's reports and the reports were handed into evidence by agreement.
7. In view of the admission of the expert reports into evidence, only Dr L Olivier, a clinical psychologist with expertise in neuropsychology,

was called in respect of the sequelae of the brain injury the minor child had suffered as a result of the accident.

8. The head injury suffered by the minor child is reported on by Dr JJ du Plessis, a neurosurgeon, to be a mild to moderate concussive brain injury. In that regard he deferred to an educational psychologist and neuropsychologist for assessment. Both Drs Birrel, the orthopaedic surgeon, and du Plessis, the neurosurgeon, noted in their respective reports that the hospital was remiss in not noting the minor child's level of consciousness on admittance to hospital.
9. Dr Birrel reported that the minor child has orthopedically recovered and will only need a small shoe raise on the right foot.
10. Both Ms E Bubb an educational psychologist and Dr. L Olivier are agreed that as a result of the accident the information, other than that of the mother, presently available, confirms Dr. du Plessis's opinion of a mild to moderate brain injury, which is suggestive of a more severe brain injury with a language component.
11. Dr Olivier and Ms Bubb are of the opinion that the minor child has above average intellectual potential both pre-morbid and post-morbid. Pre-accident the minor child functioned above average within the schooling environment and in line with his intellectual potential pre- accident. However, both experts are agreed that the minor child, post-morbid, no longer functions above average. The accident marked a watershed in his life, affecting his behaviour, social functioning, and his capacity to achieve within the educational environment. Dr Olivier described it as resulting in a significant difference post-morbid in the life of the minor child..
12. In her viva voce evidence, Dr Olivier explained that the head injury was a diffused brain injury on neuron level. It would not appear on an MRI-scan. Such diffused brain injury results in cognitive difficulties being experienced.
13. Both the Dr Olivier and Ms Bubb are of the opinion that the minor child would have pre-accident achieved a three year tertiary qualification, however as a result of the sequelae of the accident the minor child would possibly now only achieve grade 10.
14. Dr Schreuder, an Industrial Psychologist, has postulated on the various reports that the minor child would have achieved a job level 12/Paterson 84 to start with, progressing in a linear way from those entry level earnings to a Perommes job level 8/Paterson C4 at age 45, with only inflationary increases thereafter.
15. It follows that the minor child, as a result of the accident, has been severely compromised in achieving a level of development that would have correlated with his intellectual capabilities pre-morbid.
16. Counsel for the defendant valiantly attempted in the cross- examination of Dr Olivier to indicate that two pre-accident incidents had an affect on the minor child that impacted negatively on the minor child's ability to achieve his potential later in life. The two incidents relate to the early death of his father and the death of his grandmother. Dr Olivier was adamant that those two incidents had no negative impact on his capabilities later in life and

that the accident was the only cause that had the aforesaid negative impact on his capabilities post-accident. According to Dr Olivier, if either, or both, of the said incidents negatively impacted upon the capabilities of the minor child, such would have presented sooner rather than later and would have shown in the minor child's educational progress pre-accident.

17. In respect of contingencies relating to pre-morbid earnings, Mr Williams SC for the plaintiff submitted that an amount of 25% would be reasonable in the circumstances, but conceded that 30% would be the appropriate percentage. Premised upon the two incidents referred to above, Mr Tyatya, on behalf of the defendant submitted that the more appropriate percentage in respect of contingencies would amount to 40%. Both counsel were agreed that 50% contingency would be reasonable in respect of post-morbid earnings. I agree with Mr Williams that a 30% contingency should be applied in respect of pre-morbid earnings.
18. Counsel are also agreed in respect of the amount relating to general damages and are agreed upon the amount of R800 000.00.
19. Consequently, the plaintiff, in her representative capacity as natural guardian of the minor child, is entitled to payment of the amount R4 431 720.00 made up as follows:
 - (a) Pre-morbid earnings R5
499 477.00
Less 30% R3
849 699.00
 - (b) Post-morbid earnings R
435 826.00
Less 50% R
217 913.00
 - (c) Plus Generals R
800 000.00
Total R4
431 720.00
20. Mr Williams submitted that it is necessary that a Trust be established and that a trustee be appointed to administrate and manage the amount to be awarded to the plaintiff in her representative capacity as natural guardian of the minor child. Mr Tyatya did not oppose the submission. I agree with Mr Williams.

21. The costs of the trustee and other related costs to the establishment of the trust are included in the undertaking referred to above.
22. Counsel for plaintiff has drawn my attention to existence of a contingency fee agreement entered into by the plaintiff and the attorney for plaintiff. It appears that that agreement complies with the prescribed requirements and I accordingly endorse the agreement.
23. Subject to the amounts to be awarded, both counsel have agreed upon the terms of the order to be granted.

I grant an order as set out in the draft order marked "XYZ" duly completed by me and attached to this judgment.

CJ VAN DER WESTHUIZEN

ACTING JUDGE OF THE HIGH COURT

GAUTENG DIVISION

On behalf of Plaintiff:

JO'D Williams SC

Instructed by:

Marais Basson Inc

On behalf of Defendant: L Tyatya

Instructed by:

Tau Phalane Inc.

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, PRETORIA

CASE NO.: 31119/2014

ON___JUNE 2016

BEFORE THE HONOURABLE JUSTICE VAN DER WESTHUIZEN AJ

In the matter between:

U S CHILOAN E obo M P M Plaintiff

AND

ROAD ACCIDENT FUND Defendant

ORDER

After having heard counsel, the following order is made:

1. The defendant is ordered to pay to the plaintiff in her representative capacity on behalf of M.P.M, R4 431 720.00 (FOUR MILLION FOUR HUNDRED AND THIRTY-ONE THOUSAND SEVEN HUNDRED AND TWENTY RAND ONLY.)
2. The defendant is ordered to furnish to the plaintiff for the benefit of M. P. M. (born 14 November 2002), an undertaking in terms of section 17(4)(a) of Act 56 of 1996 in respect of future accommodation of M. in a hospital or nursing home for treatment of or rendering of a service or supplying of goods to her, to compensate the plaintiff in respect of the said costs after the costs have been incurred and on tendering of proof thereof, arising from the collision which occurred on 3 November 2010. The undertaking includes the costs of a single trustee as if he/she is a curator bonis under the Administration of Estates Act.
3. The defendant is ordered to pay the plaintiff's costs of the action, such costs to include :
 - 3.1. the costs of senior counsel;
 - 3.2. the reasonable taxable fees for consultation and preparation for trial, qualifying and reservation fees (if any) and on proof thereof as well as the costs of the reports of :
 - 3.2.1. Dr Birrell;
 - 3.2.2. Dr J J du Plessis;
 - 3.2.3. Dr Kaizer;
 - 3.2.4. Corlien MacDonald;
 - 3.2.5. Dr Pienaar;
 - 3.2.6. Eleanor Bubb;
 - 3.2.7. Dr L Olivier;
 - 3.2.8. Dr Schreuder;
 - 3.3. the costs of all other reports served on defendant's attorneys not mentioned above;
 - 3.4. the costs of obtaining all actuarial reports from the actuaries Human & Morris;
 - 3.5. the costs of establishing the M. P. M. TRUST referred to hereunder;
 - 3.6. the plaintiff's reasonable hotel accommodation, transportation costs for attending consultation with the medico-legal experts as well as reasonable transportation for attending to Court.
4. It is noted that the amount in paragraph 1 and the costs are to be paid into the trust account of Messrs Marais Basson as follows :

Bank : Standard Bank

Account holder : Marais Basson Incorporated

Account number : [...]

Branch code : 052750

4. It is noted that after deduction of agreed/attorney fee due to the plaintiff's attorney and their correspondent, and after deduction of disbursements (including counsel's fees) and after payment of an advance of R300,000.00 (THREE HUNDRED THOUSAND RAND) to the plaintiff, the net amount of the award is to be paid to the M. P. M. TRUST. A copy of the draft Trust Deed of the M. P. M. TRUST is attached hereto marked "A".
5. It is noted that the plaintiff has agreed to furnish the defendant with at least 14 (FOURTEEN) days written notice of taxation.
6. The plaintiff's attorney is entitled to charge contingency fees in terms of the Contingency Fees Act on the basis of the contingency fee agreement dated 10 October 2013.

BY ORDER

REGISTRAR

For plaintiff : Adv J O Williams SC (082...)

For defendant : Mr Rachuene (071...)

DEED OF TRUST

entered into by and between

STEFANUS PETRUS BASSON

(hereinafter referred to as the "DONOR")

JACOBUS FREDERIK DE BEER

(hereinafter referred to as the "TRUSTEE")

In terms of which the DONOR donates to the TRUSTEE, the sum of R100.00, which amount is to be held by the TRUSTEE in trust and be administered by him in terms of the conditions and terms of this Deed of Trust as is herein set out:-

1. DONATION

The DONOR hereby donates to the TRUSTEE the sum of R100.00, which amount will be paid to the TRUSTEE and will be received by him with the registration of this Deed.

2. NAME OF TRUST

The Trust will be known as the M. P. M. TRUST

3. TRUSTEE

3.1 There will at all stages be one trustee who must be an admitted attorney or a registered chartered accountant;

3.2 The TRUSTEE of this Trust will be the person described as TRUSTEE in the preamble to this Trust Deed. This office will be held by him for an indefinite period until his resignation or incapacity or the termination of the Trust;

3.3 The TRUSTEE must furnish security to the satisfaction of the Master of the High Court of South Africa for the assets of the Trust and for the due compliance of all his obligations towards the Trust.

4. BENEFICIARIES

The beneficiary of this Trust will be M. P. M. with regards to the income derived from the Trust assets and the capital shall also be used to the benefit of M. P. M. in such a way as the TRUSTEE may deem appropriate. At the death of the mentioned M. P. M. the Trust's assets will be transferred to the heirs of M. P. M. as set out in the Will of M. P. M. or should M. P. M. not leave behind any will, the assets will be transferred to the intestate heirs of M. P. M. in accordance with the provisions of the Intestate Succession Act.

5. OBJECTIVES

The objectives of this Deed of Trust are the following:-

5.1 To maintain and support the said M. P. M. physically and mentally for the remaining part of her life;

5.2 The TRUSTEE will as far as possible endeavour to utilize the funds of the Trust to comply with the medical needs of the mentioned M. P. M. In this respect the TRUSTEE will in his discretion, and if he deems it necessary, be authorised to make use of medical advice in overseas countries and if necessary, send the mentioned M. P. M. to the foreign country if the TRUSTEE in his discretion deem it to the benefit of M. P. M. and if there are sufficient grounds and funds for such advice and medical treatment;

5.3 To provide accommodation to the beneficiaries and one other person who will act as the beneficiary's caretaker/nurse if necessary and affordable.

In this respect the TRUSTEE will also be entitled in his discretion to employ people and to remunerate them for services rendered to M. P. M. where and if necessary and affordable;

5.4 To do anything that the TRUSTEE in his discretion deem necessary for the general well-being of the mentioned M. P. M. and the TRUSTEE will be entitled to incur such reasonable costs as he deems necessary in this regard in his absolute discretion;

5.5 To invest the Trust's assets and to act therewith in such a manner so as to attempt to increase same and if possible to cause capital growth in order for the funds paid over in trust to be administered for as long as possible, to the benefit of M. P. M.

6. ASSETS

The assets of the Trust will include:-

6.1. The assets donated to the TRUSTEE In terms of this Deed as well as any additions and accruals thereto;

6.2 All donations and inheritances donated or bequeathed to the Trust in supplementation of the Trust's assets;

6.3 All assets that the Trust may purchase with its own funds or borrowed funds or that may be acquired by any other juristic act;

6.4 Any assets that may be allocated to the Trust in terms of an Order of Court or settlement of the action.

7. INCOME FROM THE TRUST

The income of the Trust will be all income earned by means of the Trust's assets.

8. POWERS OF THE TRUSTEE

8.1 To enable the TRUSTEE to comply with all obligations in terms of the Deed of Trust, the TRUSTEE will be entitled:-

8.1.1 To perform any act in general, whatsoever, that is according to his opinion, beneficial for the preservation and growth of the assets of the Trust, or in the interest of the Beneficiary. The powers entrusted to him according to the paragraphs hereinafter do not limit the generality of this sub-paragraph;

8.1.2 To use any part of the assets or income of the Trust for payment of any costs reasonably incurred by him in relation to his duties and obligations as TRUSTEE;

8.1.3 To invest the assets or income of the Trust in a guaranteed income plan with Old Mutual Ltd, and/or Sanlam Ltd, and/or Discovery Ltd, and/or Momentum Ltd, or in the Money Market fund operated by First National Bank Ltd, and/or Absa Bank Ltd, and/or Standard Bank Ltd and/or Nedbank Ltd;

8.1.4 If the TRUSTEE practices a profession and in such capacity performs any other act or service on behalf of the Trust, in such capacity, the TRUSTEE will be remunerated for his professional services rendered without limiting or reducing his right to remuneration as stipulated hereinafter;

- 8.1.5 To Institute legal and arbitration proceedings and to oppose same In any competent court with regard to any matter forthcoming from the Trust and to pay the costs Incurred in relation thereto from the assets or income of the Trust;
- 8.1.6 To purchase, sell, let, hire or to hire-purchase any assets;
- 8.1.7 To acquire or renounce, in any manner whatsoever, rights on behalf of the Trust;
- 8.1.8 To acquire money through a loan or expend money by way of a loan on any conditions and against proper security being furnished where money is expended by way of a loan;
- 8.1.9 To encumber any assets of the Trust by way of a bond, pledge, hypothec or session as security;
- 8.1.10 To perform all acts on behalf of the Trust which may be necessary to effect transfer of any assets of the Trust;
- 8.1.11 To grant extensions for the complying with any duty towards the Trust, to reach compromises and oppose claims against the Trust, to recognise, and settle same and to handle any claims in favour of the Trust In the same manner;
- 8.1.12 To employ people to perform any act and to remunerate them from the assets or Income of the Trust. The possibility that the TRUSTEE would have been able to perform such act himself does not detract from the aforementioned entitlement;
- 8.1.13 To utilize the assets and income of the Trust in such a manner as the TRUSTEE may deem proper for the conservation, maintenance or replacement of any assets of the Trust and to demolish any buildings if deemed appropriate by the TRUSTEE to erect new buildings on the fixed property of the Trust;
- 8.1.14 To exercise his voting right as deemed appropriate, with regard to any shares which belong to the Trust and are held in any company or society. The exercise of his discretion and authority hereunder is not reduced where they directly or indirectly have an interest in such company or society, neither will the TRUSTEE, due to his confidential relationship with the Trust, be obliged to give account of any benefit, which accrues to them due to such interest either directly or indirectly, nor is any act, agreement or deed of the TRUSTEE void or voidable on the ground that they received such benefit. The object of this clause is to avoid that the consequences of voidability or voidness due to the confidential office of the TRUSTEE will supervene and insofar as it may affect agreements and relationships with companies and societies in which the TRUSTEE has a personal interest;
- 8.1.15 To lend money to any person or legal entity on such conditions as he in his absolute discretion may stipulate on the condition that proper security is provided by the lender;
- 8.1.16 To enter into insurance contracts and to pay the premiums from the assets of the Trust;
- 8.1.17 To pay the debts of the Trust;

8.1.18 To accept or refuse donations and inheritances to the Trust;

8.1.19 To open a bank account and to borrow money from a bank on the overdraft facility or otherwise;

8.2 Notwithstanding the stipulations of paragraph 5.1 or any other paragraph in this Deed, the TRUSTEE will not be entitled to dispose of any assets or income of the Trust for his own benefit or the benefit of his estate. Without detracting from the generality of the aforementioned he will specifically not be entitled or authorised to appropriate or to dispose of any of the assets or income of the Trust as his own, as he deems fit, if he by doing so will benefit himself or his estate. The TRUSTEE will furthermore not be authorised to use or consume any of the assets of the Trust, for his own benefit unless so authorised by the Master of the High Court of South Africa;

8.3 If the Trust shows drastic growth and if the administration thereof requires it, the TRUSTEE will be entitled to employ a person or persons, full time or part time, to assist with the administration of the Trust and in this respect he will be entitled to pay a reasonable salary or remuneration, which he in his discretion deem appropriate, to such a person or persons. Control and care over the Trusts assets will however always be the responsibility of the TRUSTEE including fixed property or a bond with regards to any place in the Republic of South Africa. In this regard the only limitation is that investments may only be made within the borders of the Republic of South Africa.

9. BOOKKEEPING

9.1 The TRUSTEE must keep a complete set of accounting records with regard to the affairs of the Trust;

9.2 The TRUSTEE will ensure that the accounting records of the Trust are audited by a chartered accountant and that such accountant will have free access to the books, documentation and assets of the Trust.

10. APPLICATION OF INCOME

The TRUSTEE will use the income of the Trust to pay the administration costs for the administration of the Trust and to realise the objectives of the Trust.

11. DUTIES OF THE TRUSTEE

The TRUSTEE will:-

11.1 As far as possible endeavour to realise the objectives of the Trust;

11.2 Open a current account with a registered commercial bank of his choice, which account will be used for the receipt of all cash which is paid to the Trust;

11.3 Invest and reinvest the funds of the Trust In such a manner as he may deem fit in shares, securities or any assets of whatsoever nature including fixed property or on bond in any place In the Republic of South Africa and in this respect the only limitation is that investments may only be made within the borders of the Republic of South Africa;

11.4 Amend, regroup or reinvest the investments in such a manner and on such conditions and for such objectives as the TRUSTEE in his sole discretion may deem appropriate;

11.5 See to it that proper minutes of all decisions made by him, are kept in a safe place;

11.6 See to it that the financial statements of the Trust for each year are kept in safe custody for the period of the existence of the Trust;

11.7 See to it that all contracts are fulfilled;

11.8 Make all payments that may be payable on the income of the Trust;

11.9 If he deems it necessary to effect any amendments to the Trust Deed, he will be entitled to make the said amendments on condition that such amendments are approved by the DONOR during his lifetime. After the death of the DONOR he will be entitled to make such amendments as he may deem appropriate on condition that such amendments will not amend the objective of the Trust;

11.10 See to it that the set of books that he must open and keep will immediately become operational and at the same time appoint a firm of auditors for the Trust as soon as the Master of the High Court has registered this Deed;

11.11 See to it that the firm of auditors that is appointed for the Trust will at all times have free access to the books and accounts and vouchers of the Trust and he further undertakes to obtain such information as the auditors may require and to make same available to the firm of auditors and if explanations are required, to provide same;

11.12 To report and file statements of account to the Master of the High Court, Pretoria, as at 28 February of every year.

12. POWERS OF THE TRUSTEE

The following people will be incompetent to act as TRUSTEE of this Trust:-

12.1 Any person who is incompetent to act as a director of a company in terms of the stipulations of the relevant Company Laws of the Republic of South Africa;

12.2 Any person who is an unrehabilitated insolvent;

12.3 Any person who has previously been removed as a TRUSTEE from a trust due to his/her misadministration of the said Trust;

12.4 Any person who has previously been found guilty, in the Republic of South Africa or elsewhere, of theft, fraud, forgery, perjury,

corruption or any misconduct or offence where dishonesty was an element of and resulted in that person being found guilty;

12.5 Any person who has been declared mentally ill or incapable of managing his/her own affairs.

13. TERMINATION OF THE TRUST

The Trust will terminate at the death of the mentioned M. P. M.. It requires an application to the High Court in Pretoria, to terminate or dissolve the Trust prior to the death of MFUNDO PROSPER

MANTSHINTSHI.

14. DISSOLUTION OF THE TRUST

With termination of the Trust as a result of the death of M. P. M. the Trust will be liquidated and the capital will after all the

administrative costs and debts as well as claims against the Trust have been paid, be allocated according to the stipulations of the will of the mentioned M. P. M. and if the mentioned M. P. M. dies intestate, the net assets of the Trust will be divided equally

between her intestate heirs in accordance with the relevant Intestate Succession Act that is applicable in the Republic of South Africa. If the Trust is terminated by Order of the Master of the High Court of South Africa, the funds will be paid out in accordance with the stipulations of such order.

15. EXEMPTIONS

With regard to the aforementioned the following exemptions will be applicable:

15.1 No TRUSTEE will be incapable due to his office as TRUSTEE of this Trust, to enter into a contract with the Trust or any company in which the Trust has an interest. Furthermore any contract entered into between the Trust and such company will not be void due to the Trustee's interest in the company. The only requirement with regard hereto, Is that the TRUSTEE must before any negotiations are entered into, disclose his interest in the contract or entity, to the Master of the High Court of South Africa before such negotiations take place;

15.2 Any TRUSTEE, who is a member of or a partner in a firm of professional practitioners, may be employed by the Trust or render

services for the Trust and in such instance the TRUSTEE will be entitled to a fee in his professional capacity;

15.3 No TRUSTEE will be requested to make good any damages that the Trust may have suffered, regardless of how such damage was caused, with the exception of such damage that was caused by the dishonesty of a TRUSTEE or as a result of his negligence;

15.4 No TRUSTEE will be liable for any dishonesty or wrongful act committed by any other TRUSTEE unless such a TRUSTEE had knowledge

thereof and allowed such dishonest acts or acted as an accessory;

15.5 The TRUSTEE shall be indemnified out of the assets of the Trust with regards to any claims that may be Instituted against him personally and which result from the reasonable acts of the TRUSTEE and the exercise of any of his competencies which he/she is entitled to exercise In terms of this Deed.

16. REMUNERATION

If the TRUSTEE is a professional person, he will be entitled to his reasonable professional fees for any professional work done for the Trust. Such fees will include any fees that are reasonably payable to his partners and he will further be entitled to make use of the services of other similar professional people as also auditors, medical doctors, attorneys and advocates. With regard to services rendered by the TRUSTEE for the general administration of the Trust and arrangements which he will make with regard to the care of the mentioned M. P. M., the TRUSTEE will be entitled to a yearly fee as stipulated in the relevant legislation of the Republic of South Africa.

17. ACCEPTANCE

The TRUSTEE hereby accepts the donation made to him according to this Deed subject to the conditions of this Deed and further undertakes to realise the objectives of this Trust Deed.

SIGNED at PRETORIA on this the__day of JUNE 2016.

AS WITNESSES:

1.

2. DONOR

SIGNED at PRETORIA on this the_day OF JUNE 2016.

2.

TRUSTEE

IN THE HIGH COURT OF SOUTH AFRICA

CASE NO : 31119/2014

In the ex parte application of :

U S CHILOANE

Plaintiff

(IN RE: THE APPOINTMENT OF A TRUST FOR M. P. M. (born 14 NOVEMBER 2002)

I, the undersigned

confirm that :

1. I am practising as an attorney of the firm, Gildenhuys Malatji Incorporated, Pretoria.
 2. I am not related to the patient and she is not known to me.
 3. I agree to act as trustee for M. P. M.
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Prepared on 11 October 2026 · Esheria