

COMMISSION OF INQUIRY INTO STATE CAPTURE

HELD AT

PARKTOWN, JOHANNESBURG

10

21 JUNE 2019

DAY 117

20

PROCEEDINGS ON 21 JUNE 2019

CHAIRPERSON: Good afternoon Ms Hofmeyr, good afternoon everybody.

ADV KATE HOFMEYR: Afternoon Chair.

CHAIRPERSON: Yes. Are we ready?

ADV KATE HOFMEYR: We are indeed. Chair, there are two legal representatives who'd like to place themselves on record if they may. The second of them want to raise some matters for your consideration. I propose that he be afforded an opportunity to do so and then if
10 necessary there'll be a response from the legal team. And then thereafter my learned friend Ms Buthelezi will be presenting the evidence of Ms Phatudi. Thank you.

CHAIRPERSON: Yes, thank you.

ADV JULIAN KNIGHT: Chair.

CHAIRPERSON: Yes.

ADV JULIAN KNIGHT: My name is Julian Knight, I'm appearing on behalf of witness Tlatsana who's been summoned to appear.

CHAIRPERSON: Thank you very much.

ADV NQABAYETHU BUTHELEZI: Good afternoon, morning Chair.

20 **CHAIRPERSON:** Good afternoon.

ADV NQABAYETHU BUTHELEZI: I'm Nqabayethu Buthelezi appearing on behalf of Mr Brian van Wyk.

CHAIRPERSON: You'll just have to raise your voice.

ADV NQABAYETHU BUTHELEZI: Mr Brian van Wyk.

CHAIRPERSON: Yes, thank you. I understand you'd like to raise some

issues.

ADV NQABAYETHU BUTHELEZI: Indeed so, Chair.

CHAIRPERSON: Yes.

ADV NQABAYETHU BUTHELEZI: Firstly Chair, we want to bring an application for condonation on several points. One, for non compliance with the rules of the commission in that it is our submission that we were not served with any of the notices. Now Mr van Wyk is already implicated by Mr Ngwenya, I understand now yesterday it was by Mr Phiri and we anticipate that he'll be implicated by witness Phatudi and
10 witness Tlatsana. Now we canvas the point the evidence leaders about the service of the notice and we say that Mr van Wyk was not served with these notices. The query now becomes this point, the email address to which they were served is an email address received from one of the witnesses in what they said was the correspondence between them and we dispute the veracity of that email address to say is it Mr van Wyk's email address, it's a gmail account and that is the only source of that email address. Now what the challenge then becomes Chair, is that if indeed somebody implicated to the extent that Mr van Wyk is implicated by up to four witnesses, I would have thought
20 or would have anticipated that the owner's to ensure that he receives the notices was mere would go beyond just sending to an email address that you yourselves have never verified number one. And nothing stopped the Commission from even picking up a telephone to say, dear Mr van Wyk, can you give us your email address? There's documents we'd like to serve on you. That step was never taken Chair and all we

have is just the evidence as produced by Ms Tlatsana. Now it's not relevant at this point but it will be in the future because this company Koreneka that is now the substance of the disputes with SA Express , is in litigation in the Northwest High Court under case number M40/216 where the persons that Ms Tlatsana or have been stated by Mr Ngwenya to have been implicated by Tlatsana, have not or have taken legal action with regards to this issue. And I'm not sure if the Commission is aware but it is our knowledge that Ms Tlatsana herself is out on R 500 000 bail on fraud charges relating to very similar issues.

- 10 Now we want to say Chair, and we come before this Commission to state that Mr van Wyk has not received notice and we feel extreme prejudice to the extent that we will now go onto the third witness without us having one considered any of the statements as produced and to the fourth witness which I understand would be Ms Tlatsana who has video or voice recordings or something along those lines where we don't know what they say. So we seek one chair, to be allowed to consider the statements of Mr Ngwenya, the statements of Mr Phiri even though that they now have given their evidence. Number two, if the Chair can rule in our regard to say the evidence of Phatudi and
- 20 Tlatsana to stand down for us to then submit to the Commission our responses to their statements as alleged to have been submitted to us and we understand appreciate that this now could have the effect of derailing the scheduling and everything else around the Commission but Chair if we take it to the extent that we've got somebody implicated in the way that Mr van Wyk is implicated, I think it's in the interest of

justice Chair as a starting point and in the best interest of this Commission Chair to at least to be placed in a position where the Commission can consider Mr van Wyk's statement before proceeding with these witnesses as is the rules of the Commission Chair.

CHAIRPERSON: I will hear what the evidence leader has to say but let me ask you certain questions so that we can see what progress we make.

ADV NQABAYETHU BUTHELEZI: Thank you, you worship.

CHAIRPERSON: I said last week, I say quite often in this Commission
10 we want to ensure fairness to everybody and therefore we want to strike a balance between the interest of peace and persons who are implicated, the interest of witnesses, the interest of the public, the interest of the Commission which must finish its work within a certain said time which is not very long. Now one well in terms of bringing an application if you wish to, if Mr van Wyk wishes to apply for leave for cross-examine any of the witnesses including those who have already finished giving evidence there is an opportunity to do so. If he was given notice in terms of rule 3.3 but is outside the (inaudible) time period, he can apply for condonation and give reasons if there was a
20 delay in him actually becoming aware he can put all of that in.

ADV NQABAYETHU BUTHELEZI: Yes Chair.

CHAIRPERSON: And if leave to cross-examine any particular witness is granted, he would have that opportunity if he wishes to and then he would have the opportunity to give evidence himself or to call another witness you know all of that just needs to apply, you need to apply for

leave to do that. Now one of the sub rules in rule 3 of the rules of the Commission makes provision that if you as an implicated person feel that you were not given by the Commission or the legal team enough time between the date when you received the rule 3.3 notice and the date when the witness gives evidence to apply for leave to cross-examine, you may bring an application before the Commission and for such relieve as the Chairperson may consider would be appropriate to make sure that you are not seriously prejudiced by that. So there is that provision and it's meant to take care of situations where people get

10 rule 33 notice late. So that is still possible and can be done. What has happened sometimes is that a witness a person who is implicated was not notified of a witness who's going to come and implicate or her and in those circumstances where the legal team of the Commission didn't really send anything. I have been inclined to say the witness should- we should adjourn the evidence of the witness until later when that person has can be notified or last week I said that the witness could give evidence but leave out for now evidence that would implicate a particular person and with a view that after that person had been given a rule 33 notice then arrangements could be made for the witness to

20 come back and then give evidence. I just thought I must just give you that framework.

ADV NQABAYETHU BUTHELEZI: Thank you Chair.

CHAIRPERSON: Because maybe from it you might be able to say to me Mr van Wyk and yourselves want to cooperate with the Commission, you're not seeking to frustrate the proceedings of the Commission in

any way but you would just like a way to be accommodated and then if you might, we might be able to look at way in which that can be done. So I thought I must just mention this framework before I can hear what the legal team might say. I don't know whether you want to say anything in response to this framework.

ADV NQABAYETHU BUTHELEZI: Yes, please Chair. I appreciate those points Chair. It is not our intention to stall or frustrate the Commission in any way, our biggest concern is after having learned- the horse is bolted on the evidence of Ngwenya and the evidence of
10 Phiri. The best we can do in those circumstances is to come back with an application to cross-examine on the back of our own version with regards to Phatudi we don't carry much apprehension towards Phatudi. The concern in this particular instance is that of Tlatsana.

CHAIRPERSON: Yes.

ADV NQABAYETHU BUTHELEZI: Whom I believe that the evidence of Ngwenya as it stands was a corroboration of her own evidence but, sorry Chair- having done it in reverse. Excuse me. No we would like to in particular there is reference made to things like telephone recordings and before these get played out in the public domain as its alleged the
20 least we could ask is to be granted time to actually verify that is it really Mr van Wyk, nobody had heard Mr van Wyk's voice. And before the Commission takes on record, we need to say well let them go ahead and lead that evidence, we'll counter it after. But we need to be placed in a position where we can be with certainty say, that is Mr van Wyk and the authenticity of those recordings can then be verified. So

prayer to you Chair in this regard is to say, if the Commission- we would not object to the Commission continuing with Phatudi but we would ask to be furnished with everything that regards to Tlatsana in the earliest time possible and then have a return date as soon as even next week or whenever the Commission sits again. So we stand-down Tlatsana just for today for us because the issue that primarily concerns us is that she's going to leading evidence on voice recordings and those voice recordings are most concerning for us because once the evidence is out on that whether they are authentic or not then we cannot reverse that process. And that is the prejudice that I anticipate and am cautioning against. You know I will not cause dispersions the integrity of the Commission in any way however I will revert back to the points that difficult as it is the work of the Commission, I had a discussion with Ms Hofmeyr earlier with regards to there isn't a process in these proceedings to come back with a return of service. However I would think that there would be a standard applicable to the extent that if somebody is implicated up to four times or by four witnesses that a mere provision of his email address that you have not verified with that individual would require you to just ascertain that it may not bounce back as an email sent. But if it's sent to some dormant email account that was used or created for that specific purpose that he no longer checks then we cannot hold it to be true that he received it and I think it may assist the Commission going forward to say there should be double check step to say, so and so can you confirm that this is your email address. That's all and that's even where that's via text or via a

phone call and we're saying in this instance before the Commission is saddled with tape recordings which we find a very suspicious for reasons that are of inferred and insinuated towards to say there may be other motifs at play here. We just want to be granted that opportunity to one, witness the statement and listen to the tapes and then allow the Commission to proceed Chair.

CHAIRPERSON: I'll hear what Ms Hofmeyr has to say and then we can take it from there.

ADV NQABAYETHU BUTHELEZI: Thank you, Chair.

10 **CHAIRPERSON:** Thank you.

ADV KATE HOFMEYR: Thank you Chair.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: Chair, just to deal first of all with the facts in relation to the efforts that were taken by the Commission to ensure that rule 33 notices were sent to Mr van Wyk. I'd like to go into that in some details so that you have those facts before you but in advance of doing that Chair, I'd like to pick up a point that my learned friend raised at the end. He correctly raised the point that I made to him in our discussion earlier that it is not a requirement that these rule 33 notices
20 be served as that notion accords with process in the course of civil criminal proceedings. There's a important distinction in our regulations of this Commission between service of summonses which must take place that's a requirement of the Commissions act. The rules by contrast in relation to rule 33 notices simply talk about notifying and Chair in that regard my learned friend was questioning, well what level

of satisfaction should we then have. And for that purpose Chair, I'd like to draw your attention to the Constitutional Courts decision in Sebola. The reference is 20125SA142 Constitutional Court. Chair, you'll recall that's a decision about Section 129 of the National Credit Act which requires certain notification to be given to consumers by credit providers before litigation can be engaged in and a very similar question arouse there. Well, what level of satisfaction must the credit provider have when it's dependent on things like a postal service that may or may not be working etcetera. And as I understand the upshot of

10 the judgement in that case is that there must be a reasonable grounds for regarding it to be probable that it was received. It's not a service requirement, it's not returns of service and sheriffs, it's a reasonableness test. Have enough steps been taken to make it reasonable to regard there as having been adequate notification. So my submission is that that's the test that should frame the question that has been placed before you and with that in mind I'd like to give you those facts. Chair, the notices was sent as my learned friend indicated to the email address that was used by Mr van Wyk in all of his correspondence with Ms Tlatsana in the course of their engagements

20 and it was gleaned from the documents that have come into the possession of the Commission. And to that email was sent notices, I'll give you the information. In relation to Mr Ngwenya on the 30th of May at 16h46 in the afternoon, in relation to Ms Phatudi on the 4th of June at 12h04 in the afternoon, in relation to Mr Phiri on the 6th of June at 15h18 in the afternoon and in relation to Ms Tlatsana on the 14th of

June at 15h44 in the afternoon. There were no none delivery messages received by the Commission pursuant to those emails being sent out. Chair, I'm also informed by the investigators who are with us today in the hearing that numerous attempts over the course of the investigation have been made to contact Mr van Wyk including at the time that we were preparing the rule 33 notices in order to establish that email address. For privacy reasons I'm not going to read all of them but six different phone numbers associated with Mr van Wyk from the public records that the Commission could access were phoned repeatedly by
10 the investigators of the Commission. Chair, it is in those circumstances that we proceeded with the evidence of Mr Ngwenya and Mr Phiri. And it is my submission that we should continue with the evidence of Ms Phatudi and Ms Tlatsana today. So let me deal with that aspect. Why do we continue today despite an issue having been raised this morning and a contention that there has not been receipt despite all of those steps being taken. Chair, it's my submission we continue because as I ... (intervenes)

CHAIRPERSON: I should have asked Mr Buthelezi but I raise this with you so you can address it and ... (intervenes)

20 **ADV KATE HOFMEYR:** Indeed.

CHAIRPERSON: If need be you can address it later. He didn't I don't remember that he told me what as a matter of fact is the relationship between the current relationship between Mr van Wyk and the email address that was used. Does it remain his but he doesn't check it? Does it now belong to somebody else? So I didn't ask him to address

to deal with that so he will deal, I'll ask him when he responds.

ADV KATE HOFMEYR: Indeed Chair.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: And if it's necessary I'll make submission thereafter. I would however at this point make the submission that the test is, was it reasonable for the Commission to assume that the notification required under the rules have been given and it is my submission to you given those facts that there was no notification or any step that was not taken that should have been taken nor an
10 indicator that the Commission should have done more than what it did. And in those circumstances it will be our submission whatever Mr van Wyk's relationship to the email address is that we are entitled to proceed with the evidence. And I'd like ... (intervenes)

CHAIRPERSON: It's just that if he has a certain relationship with the email.

ADV KATE HOFMEYR: Yes.

CHAIRPERSON: It might make it difficult for him to continue to complain.

ADV KATE HOFMEYR: Indeed.

20 **CHAIRPERSON:** If it's another relationship, you might feel yet he can still complain.

ADV KATE HOFMEYR: Indeed Chair, and ... (intervenes)

CHAIRPERSON: But I understand what you are saying. Yes, but that's the reason behind the query, ja.

ADV KATE HOFMEYR: Of course Chair. The high watermark of his

argument however I submit whatever that relationship is is to have to respond to whether the steps were reasonable or not and I submit no matter what that relationship is, the steps taken by the Commission were reasonable. And Chair, if I may there's a greater significance to these points and it's a point that Chair you made in your debate with my learned friend. This Commission has a limited time in which to complete its work, it cannot possible be in a position where despite taking reasonable steps witnesses can arrive on the day of evidence and say it cannot proceed. There is a balance as you've said
 10 repeatedly Chair but against these facts we submit that balance must stand in favour of the evidence proceeding.

CHAIRPERSON: And of course, I think in the case that came up last week involving Ms Tlatsana and Ms Jiba. I think it was a fact if I recall correctly that Ms Jiba had not been even informed you know that there was somebody who was going to give evidence.

ADV KATE HOFMEYR: Indeed.

CHAIRPERSON: And there was, it wasn't the legal teams case that they had taken a number of steps to try and bring these facts to the fact of a witness coming up to give evidence implicating her to her
 20 attention and so on. So you say this is a case where the legal team and the Commission have done every reasonable, have taken every reasonable step.

ADV KATE HOFMEYR: Indeed.

CHAIRPERSON: To try and make sure that Mr van Wyk gets the rule
 33 notice and if despite those steps he didn't get it that doesn't mean

that there's been no compliance with the rule.

ADV KATE HOFMEYR: Indeed.

CHAIRPERSON: Yes okay.

ADV KATE HOFMEYR: And Chair, then just to deal with the question of prejudice because that's ultimately what this debate must be about. As I understand my learned friend submission, the principle prejudice relates to a recording that is going to be played in the course of the evidence this afternoon. Chair, if Mr van Wyk disputes that it is him in that recording that he was there at the time, that version can be put up
10 to this Commission in due course in any affidavit that he wishes to present. And on the question of condonation, I should go on record and say as a legal team we would certainly not oppose any condonation. It is in the interest of this Commission that we find out what the true facts are, we want to hear it is our submission from implicated persons. Mr van Wyk can put on affidavit in due course whether he makes an application to cross-examine Ms Tlatsana or other witnesses or whether he simply wishes to place his version before this Commission. He can set out the precise grounds on which he disputes it, we can consider it at as legal team and we can make submissions in
20 due course and even approach you Chair to summons him.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: To give further evidence in due course in these proceedings. So on the question of prejudice Chair.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: We submit Mr van Wyk's version that is what

fairness is about. It's about giving people an opportunity to be heard. There's no sense in which Mr van Wyk will not be heard in the processes of the Commission. If he follows the rules even with the necessity of condonation, if he puts his version up it will be interrogated as all versions are interrogated.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: Thank you Chair, those are our submissions.

CHAIRPERSON: Mr Buthelezi, do you want to start with the question that I didn't ask you earlier?

10 **ADV NQABAYETHU BUTHELEZI:** Indeed so Chair.

CHAIRPERSON: Mm.

ADV NQABAYETHU BUTHELEZI: Mr van Wyk's version with regards to that email address is that it's an abandoned email address that he is no longer using.

CHAIRPERSON: Does that mean it remains his email address but he doesn't use it anymore?

ADV NQABAYETHU BUTHELEZI: That's what I've been led to understand Chair.

CHAIRPERSON: Yes.

20 **ADV NQABAYETHU BUTHELEZI:** And there's been years ...
(intervenes)

CHAIRPERSON: But he, so it's still operational but?

ADV NQABAYETHU BUTHELEZI: I'd say it's dormant Chair.

CHAIRPERSON: Mm?

ADV NQABAYETHU BUTHELEZI: It's a dormant email address.

CHAIRPERSON: Well, does it receive emails? Well, from what I'm hearing it looks like it may have received it the emails but the may or may not have come to his attention because from what you say he has abandoned it.

ADV NQABAYETHU BUTHELEZI: By way of illustration Chair, how some of these things work just not even analogy but practically. You sometimes will set up let say even a gmail account, forget the password and never go around to rectify and remembering the password. And if it was created for a specific purpose at a specific time, you then abandon
10 it. Where I bring it back to Chair is here, is that my learned friend here states that they took reasonable steps and we say there was no reasonable steps. Let's start this point, Mr Ngwenya who is a former employer of Mr van Wyk has far more personal information or the domicilium of Mr Ngwenya- of Mr van Wyk sorry, and other details where he's easily contactable. Now ... (intervenes)

CHAIRPERSON: You are talking about a witness another witness.

ADV NQABAYETHU BUTHELEZI: No, I'm saying they were collaborating with the evidence leaders they could have easily cross referenced the correctness of the information as to say if this person is
20 a former employee, what details do you have?

CHAIRPERSON: But they say they have, they got up to six numbers. I don't know whether they were all cell phone numbers or landline and cell phone numbers which they've tried.

ADV NQABAYETHU BUTHELEZI: The question becomes from who tried. From who Chair?

CHAIRPERSON: Mm?

ADV NQABAYETHU BUTHELEZI: Where do they receive them from?

CHAIRPERSON: Well, I'm sure they can give you all those numbers if you want.

ADV NQABAYETHU BUTHELEZI: But the point and that's the point I'm going to Chair.

CHAIRPERSON: Yes.

ADV NQABAYETHU BUTHELEZI: The point I'm going to is that you can- it's not sufficient to say we tried six numbers.

10 **CHAIRPERSON:** Mm.

ADV NQABAYETHU BUTHELEZI: We need to have tried six numbers from credible sources that make it probable that these numbers are yours. So on these two points, one that this email that they sent it to, the never verified or cross referenced whether it's still active, they received it from correspondence and they pick it up on line and they take no further steps to ... (intervenes)

CHAIRPERSON: Well I – I do not know much about technology ...

MR NQABAYETHU MKHIZE: Yes sir.

20 **CHAIRPERSON:** But when you no longer want people to use an email address that is stealing your name are you not supposed to take steps that will make sure people cannot use it to communicate with you?

MR NQABAYETHU MKHIZE: Indeed so Chair. However the only source and the only person the communication thus far - based on what we know – the correspondence only happened with Tlatsana.

CHAIRPERSON: Yes.

MR NQABAYETHU MKHIZE: So if the relationship breakdown ...

CHAIRPERSON: No, no, no. You said that the relationship between Mr van Wyk and the email address ...

MR NQABAYETHU MKHIZE: Yes.

CHAIRPERSON: Is that it is an abandoned email address.

MR NQABAYETHU MKHIZE: Indeed so Chair.

CHAIRPERSON: So from what you said it seems to me that it is accepted that it is his email address.

MR NQABAYETHU MKHIZE: Yes Chair.

- 10 **CHAIRPERSON:** The only difference is that as far as he is concerned it is abandoned but it seems from what I hear from the legal team it seems like it still receives emails. That is why I asked you the question whether if you have an email address and you no longer want people to use it to communicate with you there is not something you are supposed to do to make sure nobody can use that email to communicate with you because if there is such a way then Mr van Wyk would only have himself to blame if people continue to use that email address to communicate with him and he does not see correspondence that is sent to him because he – he does not check that email address
- 20 anymore.

MR NQABAYETHU MKHIZE: I am with you Chair on that line of thinking to a certain point and then I abandon you Chair. What you – the proposition that you put Chair with regards to how this email would be managed is correct.

Where there I then want to abandon you Chair is this point:

is the source of where this email address comes from is - is problematic for the Commission because if it is coming from a person who is implicating Mr van Wyk and it is being gleaned from alleged correspondence which is now being presented to you Chair a fact to say we have emails where they corresponded and the veracity of those emails whether they are authentic or not has not been subjected – has not been subjected to the legal process Chair and we are now being told this is a legitimate email address based on the correspondence between the parties on evidence that is not admitted in this
10 Commission yet Chair to say is this correct or not. That is the first point.

The second point Chair is that we then need to look at the time when this correspondence took place. If I – like we say it is an abandoned email address or how (indistinct) well there needs to be a second form of correspondence from someone else who can then say I too corresponded with van Wyk on this address and I am saying the submissions that we accept as true everything that comes from Tlatsana I think is premature. We are not there yet Chair.

CHAIRPERSON: Well there is an email address ...

20 **MR NQABAYETHU MKHIZE:** Yes.

CHAIRPERSON: That I am told was used to send the Rule 3.3 Notices to Mr van Wyk.

MR NQABAYETHU MKHIZE: Yes Chair.

CHAIRPERSON: Based on what you have said that email address is Mr van Wyk's email address ...

MR NQABAYETHU MKHIZE: Indeed so Chair.

CHAIRPERSON: And from what you say or what you have been instructed he did not receive the Rule 3.3 Notices from the Commission.

MR NQABAYETHU MKHIZE: Yes Chair.

CHAIRPERSON: The legal team of the Commission says they were sent to that email address and there was nothing that the legal received back to say it was rejected or the notices were not received into the email – email – into that email address.

10 So you say in support of the proposition that Mr van Wyk did not receive the email you say but you people used an abandoned address – an email address and all that amounts to is it is an email address that belongs to Mr van Wyk but which he has chosen not to check anymore ...

MR NQABAYETHU MKHIZE: Yes Chair.

CHAIRPERSON: And the difficulty I have with that is if anybody chooses to – no longer to use an email address that still remains available to people to use then he cannot complain if people use it. That – that is where I come in. It is common cause it is his email
20 address. The legal team says the Rule 3.3 Notices were sent to that email address.

 As I understand it you are not in a position to dispute that it was sent ...

MR NQABAYETHU MKHIZE: Yes Chair.

CHAIRPERSON: But you say - you say my client never – does not

check that email address anymore because he considers it abandoned. So the question is as long as it remains available for people to communicate with him he cannot complain if the notices were sent to it.

MR NQABAYETHU MKHIZE: I can accept that.

CHAIRPERSON: You understand that?

MR NQABAYETHU MKHIZE: I am with you Chair.

CHAIRPERSON: Yes. So unless there is something else my inclination would be to allow the evidence to continue but if you or Mr van Wyk wishes to apply for leave to cross-examine you – you should feel free
10 to do that. He should feel free to do that and the application would be looked into in due course and he will – if granted leave to cross-examine – be able to cross-examine the witnesses in respect of whom he will get leave to cross-examine.

MR NQABAYETHU MKHIZE: I am indebted to you Chair. I think what we wanted to be is to be brought on – onside with regards to our own non-compliance ...

CHAIRPERSON: Yes.

MR NQABAYETHU MKHIZE: With bringing all the applications that are necessary to either to bring our own evidence ...

20 **CHAIRPERSON:** Yes.

MR NQABAYETHU MKHIZE: Or to cross-examine etcetera.

CHAIRPERSON: Yes.

MR NQABAYETHU MKHIZE: So with your condonation Chair we ask to be – to bring all those applications as well as the (indistinct) but where we are short now Chair is that what is the process now if we allege that

we do not have these notices to then receive these documents Chair?

CHAIRPERSON: Well if you – if – if for whatever reason it is convenient for you to obtain all of those notices today ...

MR NQABAYETHU MKHIZE: Yes Chair.

CHAIRPERSON: Instead of going to check on the email address.

MR NQABAYETHU MKHIZE: Yes Chair.

CHAIRPERSON: I am sure the legal team will make arrangements to make sure you – you are given all the notices and everything that was sent to that email address.

10 **MR NQABAYETHU MKHIZE:** That is the only request. We just ask to ...

CHAIRPERSON: Yes.

MR NQABAYETHU MKHIZE: To provide them with a different email address ...

CHAIRPERSON: Yes.

MR NQABAYETHU MKHIZE: For them to be resent (intervenes).

CHAIRPERSON: Yes. No I am sure that – I am sure that can be arranged, *ja*.

MR NQABAYETHU MKHIZE: Okay.

20 **CHAIRPERSON:** That can be arranged. Ms Hofmeyr does hear and she has got colleagues here. So make arrangements with them. They will accommodate you.

MR NQABAYETHU MKHIZE: I am indebted to you Chair.

CHAIRPERSON: Okay, thank you. Ms Hofmeyr I do not think you want to say anything?

MS KATE HOFMEYR: No indeed Chair.

CHAIRPERSON: Yes.

MS KATE HOFMEYR: Thank you. We are indebted to you for your ruling ...

CHAIRPERSON: Yes.

MS KATE HOFMEYR: And Ms Buthelezi will continue.

CHAIRPERSON: Yes, okay. Thank you.

ADV ZINHLE BUTHELEZI: Than you Chair.

CHAIRPERSON: Yes.

- 10 **ADV ZINHLE BUTHELEZI:** Our witness for today is Ms Phatudi. She is the current CFO at North West ...

CHAIRPERSON: Your voice is at its lowest.

ADV ZINHLE BUTHELEZI: I will do my best to ...

CHAIRPERSON: *Ja*. Your next witness is Ms Kutlwano Ingrid Phatudi?

ADV ZINHLE BUTHELEZI: Yes. It is Ms Kutlwano Ingrid Phatudi.

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: She is the current CFO North West Department of Community, Safety and Transport.

CHAIRPERSON: Yes.

- 20 **ADV ZINHLE BUTHELEZI:** She will be given us the department's version on the SA Express and the North West Department of Transport relating to the agreement in question. May I ask that the witness ...

CHAIRPERSON: *Ja*.

ADV ZINHLE BUTHELEZI: Be sworn in?

CHAIRPERSON: Okay. Please administer the oath or affirmation.

REGISTRAR: Please state your full names for the record.

MS KUTLWANO INGRID PHATUDI: My name is
Kutlwano Ingrid Phatudi.

REGISTRAR: Do you have any objections to taking the prescribed
oath?

MS KUTLWANO INGRID PHATUDI: No.

REGISTRAR: Do you consider the oath to be binding on your
conscience?

MS KUTLWANO INGRID PHATUDI: Yes.

10 **REGISTRAR:** Do you solemnly swear that all the evidence that you will
give will be the truth, the whole truth and nothing but the truth if so
please raise your right hand and say so help me God.

MS KUTLWANO INGRID PHATUDI: So help me God.

MS KUTLWANO INGRID PHATUDI: (duly sworn, states)

ADV ZINHLE BUTHELEZI: Thank you Chair.

CHAIRPERSON: Thank you. Before proceed I had had in mind that we
would take lunch at the normal time which is 1 o' clock but we have had
some delay. It would be better that we finish with Ms Phatudi I think
before we take the lunch break. So that when we come back we can go
20 into the next witness. So I am – I see her statement is 109 pages.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: I – I imagine that we should be able to finish – what –
in 30 minutes – 45 minutes?

ADV ZINHLE BUTHELEZI: Yes. 45 minutes to an hour.

CHAIRPERSON: At least not later. Not more than an hour.

ADV ZINHLE BUTHELEZI: Not more than hour. I will try.

CHAIRPERSON: Oh, at least let us see whether we can finish by maybe half past ...

ADV ZINHLE BUTHELEZI: One.

CHAIRPERSON: One.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: If we have not finished by then we will take the lunch break anyway. Is that fine?

ADV ZINHLE BUTHELEZI: It is noted Chair.

10 **CHAIRPERSON**: Okay.

ADV ZINHLE BUTHELEZI: Chair the affidavit of Ms ...

CHAIRPERSON: Ms – Ms Phatudi I have just changed the lunch – the lunch arrangement. Is it fine with you or were you having some plans for lunch?

MS KUTLWANO INGRID PHATUDI: No it is okay Chair.

CHAIRPERSON: It is okay. Alright, thank you. Let us go ahead.

ADV ZINHLE BUTHELEZI: Chair the affidavit of Ms Phatudi is on EXHIBIT DD7. Chair there are some – there is an ...

20 **CHAIRPERSON**: The lever arch file containing Ms Phatudi's statement will be marked EXHIBIT DD7.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: Chair there is a statement of the current HOD for the Department of Transport North West. It is the statement of Ms Mofokeng that has been added to this bundle. We do not intend to

call oral evidence for this witness. She is merely corroborating the evidence of Ms Phatudi.

CHAIRPERSON: Okay. No that is fine. At some stage we will need to – you will need to read out important features of the affidavit so that if we are not going to lead her evidence or use her evidence.

ADV ZINHLE BUTHELEZI: We will do so.

CHAIRPERSON: So that the public has an idea what she or he was going to say.

ADV ZINHLE BUTHELEZI: Will do so Chair.

10 **CHAIRPERSON**: Okay.

ADV ZINHLE BUTHELEZI: Ms Phatudi would you please turn to EXHIBIT DD7 page 1.

MS KUTLWANO INGRID PHATUDI: Okay.

ADV ZINHLE BUTHELEZI: Do you confirm that is the affidavit you made for the Commission?

MS KUTLWANO INGRID PHATUDI: I confirm that this is the affidavit I submitted to the Commission Chair.

ADV ZINHLE BUTHELEZI: And you confirm that the signature on page 10 of this document is your signature?

20 **MS KUTLWANO INGRID PHATUDI**: I confirm that the signature on page 10 of the affidavit is mine Chairperson.

ADV ZINHLE BUTHELEZI: Yes. Are there any corrections that you would like to make on this affidavit?

MS KUTLWANO INGRID PHATUDI: Yes Chair. On my affidavit on point 17.

ADV ZINHLE BUTHELEZI: Paragraph 17 or paragraph – paragraph ...

MS KUTLWANO INGRID PHATUDI: *Ja.* Page 4 - paragraph 17 on page

4. The sentence reads:

“As per SLA the department was to make a
prepayment subsidy to the value of 112 million
relating to 2014/2015 financial year.”

It should be 2015/2016 financial year.

ADV ZINHLE BUTHELEZI: So we change 2014 to reflect 2015 ...

MS KUTLWANO INGRID PHATUDI: Yes.

10 **ADV ZINHLE BUTHELEZI:** And then 2015 to be 2016?

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Thank you.

MS KUTLWANO INGRID PHATUDI: And then paragraph 18:

“The department received an invoice from SA
Express valued at 51 million.”

This should be – the 51 million should be – should read 50
million and the correct invoice was provided or has been provided.

ADV ZINHLE BUTHELEZI: Yes. There is an invoice attached as
Annexure KP3 on page 65 of your – your affidavit. Chair, may I request
20 that that invoice be exchanged for the correct invoice? Annexure KP3
...

CHAIRPERSON: Yes, okay thank you.

MS KUTLWANO INGRID PHATUDI: Yes, yes.

ADV ZINHLE BUTHELEZI: I have numbered this invoice as – as per
what is on Annexure KP3.

MS KUTLWANO INGRID PHATUDI: Okay. The other correction is on paragraph 38. The amount stated on the first line:

“Valoteck issued their first invoice of 15.06.”

Is actually 15 850. So this was an error but the – the attached invoice is of the correct amount.

CHAIRPERSON: Is it 15 850 000?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay.

MS KUTLWANO INGRID PHATUDI: The last correction is on paragraph
10 39. The first sentence there says:

“Valoteck was appointed to do ground handling
services sometime in 2016.”

We want to add the month there. It is sometime in June 2016.

CHAIRPERSON: What para - what paragraph did you say that it is?

MS KUTLWANO INGRID PHATUDI: It is paragraph 39 Chair the first sentence.

CHAIRPERSON: Yes. Just tell me what you are saying about that.

MS KUTLWANO INGRID PHATUDI: The first – the first sentence reads:

20 “Valoteck was appointed to do ground handling
services sometime in 2016.”

CHAIRPERSON: Yes.

MS KUTLWANO INGRID PHATUDI: the correction that we are making is that:

“Valoteck was appointed to do ground handling
services sometime in June 2016.”

We missed the month there. So we are putting that in.

CHAIRPERSON: Thank you.

MS KUTLWANO INGRID PHATUDI: These are all the corrections that we would like to make.

ADV ZINHLE BUTHELEZI: Thank you Ms Phatudi.

CHAIRPERSON: And you – you will prepare a supplementary affidavit

...

ADV ZINHLE BUTHELEZI: Will do so.

CHAIRPERSON: To take care of that.

10 **ADV ZINHLE BUTHELEZI:** Will do so Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Ms Phatudi would you please give us your credentials, your qualifications and the position that you currently hold?

MS KUTLWANO INGRID PHATUDI: Thank you Chair. My qualifications: I have a BCom Degree and major subjects were accounting and management. Further to that I also did a Master's in Business Administration – the finance stream. My current occupation is I am the CFO for the Department of Community, Safety and Transport
20 Management in the Department of North West.

I started – I held this position since July 2013 to date. Before I was appointed as CFO I held the position of Director Finance in the same department from 2009 to July 2013. Thank you Chair.

ADV ZINHLE BUTHELEZI: Thank you and who do you currently report to?

MS KUTLWANO INGRID PHATUDI: I currently report Ms B A Mofokeng and she – I started to report to her from 1 April 2017 to date.

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: Before I reported to Mr Buti Chuma who was Acting HOD from 22 August 2016 to 31 March 2017. Before Mr Chuma it was Mr (indistinct) who was also acting as Head of the department from 1 April 2016 to 21 August 2016.

Ms (indistinct) acted for a few days from 15 March 2016 to 31 March 2016 and then before that – before the acting positions it was
10 Mr Bailey Mahlakoleng who was he Head of the department from 2013 to March 2016.

ADV ZINHLE BUTHELEZI: So at the time of conclusion of the agreement between SA Express and your department. Mr Magkuleng was the HOD.

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Is that correct?

MS KUTLWANO INGRID PHATUDI: Yes Chair. Mr Magkuleng was the HOD at the time.

ADV ZINHLE BUTHELEZI: Yes and on paragraph 6 you deal with what
20 your position as CFO entails.

MS KUTLWANO INGRID PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: Briefly place that on record.

MS KUTLWANO INGRID PHATUDI: Okay. Chair as the CFO I – I oversee the general financial management of the department and this includes but not limited to supply chain management, budgets and

expenditure management.

ADV ZINHLE BUTHELEZI: Yes. The purpose of your evidence before the Commission is to enlighten us as to how the department ended up having this contract with South African Express. In paragraphs – in paragraph 7 you talk about:

“The intention of the department to revive the
Mafikeng and Pilanesberg Airports.”

How far were the plans of the department in as far as reviving these airports were concerned at the time?

- 10 **MS KUTLWANO INGRID PHATUDI:** In the year 2014 Chair the department had included reviving the airports as an activity or priority in their 2014/2015 annual performance plan but that was at a very early planning stage to the extent that at the time there was no budget allocation yet. So on 26 August 2014 the North West Government led by the Department of Tourism was invited to Sun City.

I was invite – the - the invitation was for – was to hear a presentation from six airlines that were invited.

ADV ZINHLE BUTHELEZI: Sorry. Who – who invited you? Who was responsible for that meeting?

- 20 **MS KUTLWANO INGRID PHATUDI:** I was invited by the Office of the HOD at the time.

ADV ZINHLE BUTHELEZI: And who called or arranged for this meeting that took place on 26 August 2014?

MS KUTLWANO INGRID PHATUDI: What the Office of the HOD confirmed was that the Department of Tourism was the one that was –

that had coordinated the meeting and had sent the invites to the department.

ADV ZINHLE BUTHELEZI: Yes. Proceed. You said six airlines were invited ...

MS KUTLWANO INGRID PHATUDI: Oh.

ADV ZINHLE BUTHELEZI: To make presentations.

MS KUTLWANO INGRID PHATUDI: Okay. Six – according to the information received at the meeting six airlines were invited to come and make presentations but only four of those airlines showed up and –

10 and they made presentations.

ADV ZINHLE BUTHELEZI: Ms Phatudi if I may ask was your department involved anyhow in the selection of the six airlines that were invited?

MS KUTLWANO INGRID PHATUDI: No. Our department was not involved in selecting the airlines.

ADV ZINHLE BUTHELEZI: Do ...?

MS KUTLWANO INGRID PHATUDI: I specifically was not involved in the selection of the airlines.

20 **ADV ZINHLE BUTHELEZI:** Do you have any knowledge on how they were selected?

MS KUTLWANO INGRID PHATUDI: I do not know how they were selected.

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Then only four came. Then what

happened?

MS KUTLWANO INGRID PHATUDI: Yes. Only four came and they made a presentation to the collective that was there. The departments that were in that – in that presentation was the Department of Community, Safety and Transport Management, the Office of the Premier, the Department of Finance and the Department of Tourism. Those are the departments that were present in that presentation Chair.

ADV ZINHLE BUTHELEZI: And following that presentation take us through the events that followed the presentation. In paragraph 10 you speak about a memorandum that was addressed to Exco after this presentation.

MS KUTLWANO INGRID PHATUDI: Yes. After the presentation I am aware that the HOD prepared a – or the department prepared a memorandum summarising the proposals made by – by those service providers that or the potential service providers the airlines that were there.

ADV ZINHLE BUTHELEZI: Yes. When you say the department were you part – were you part of – of formulating this – this memorandum?

MS KUTLWANO INGRID PHATUDI: I was not part of formulating the memorandum.

ADV ZINHLE BUTHELEZI: Were you contacted?

MS KUTLWANO INGRID PHATUDI: Sorry ma'am.

ADV ZINHLE BUTHELEZI: Were you contacted for your ...?

MS KUTLWANO INGRID PHATUDI: I became aware of the memorandum after it was finalised.

ADV ZINHLE BUTHELEZI: Yes. Proceed.

MS KUTLWANO INGRID PHATUDI: Yes. The – the purpose of the memorandum was to make – was to make a presentation to the Exco which is the Executive Council of the Province to - to present the – the – to summarise what happened in the presentations that were held at Sun City.

ADV ZINHLE BUTHELEZI: Yes and what were they asking for ...

CHAIRPERSON: Hm.

ADV ZINHLE BUTHELEZI: Or what were the recommendations?

10 **CHAIRPERSON:** Sorry Ms Buthelezi.

ADV ZINHLE BUTHELEZI: Oh.

CHAIRPERSON: The – the background leading to the conclusion of agreements that were concluded by the department and SA Express we do not need to get too much into it and much of it I assume will not be in dispute in terms of what the Provincial Department did. So you can just lead her quickly in terms of that.

Otherwise we need to get to how the agreement was concluded, whether she accepts that that is an agreement that was concluded between SA Express and – and them and then deal with how
20 the circumstances - if she knows them - of how it came to be concluded and then we move on.

ADV ZINHLE BUTHELEZI: Thank you Chair. Ms Mofokeng do you confirm that on that – Phatudi – do you confirm that on that memorandum there was a recommendation that the two airports be revived and that SA Express be appointed as a supplier and that is on

page 20 of the recommendation that was sent to Exco?

MS KUTLWANO INGRID PHATUDI: Hm.

CHAIRPERSON: And if you know that that is what is in the memorandum. You do not have to go to it.

MS KUTLWANO INGRID PHATUDI: Yes Chair. I confirm that ...

CHAIRPERSON: Ja.

MS KUTLWANO INGRID PHATUDI: That is what was on the memorandum.

CHAIRPERSON: Okay.

10 **ADV ZINHLE BUTHELEZI:** Thank you and do you also confirm that the said memorandum was signed by the HOD at the time Mr Bailey Mahlakoleng and the MEC Mr Oageng Molapisi?

MS KUTLWANO INGRID PHATUDI: I confirm that Chair.

ADV ZINHLE BUTHELEZI: Yes. What I want to understand from you Ms Mofokeng is it ...

MS KUTLWANO INGRID PHATUDI: Phatudi.

ADV ZINHLE BUTHELEZI: Ms – sorry – sorry. Ms Phatudi is ...

CHAIRPERSON: What is wrong with the evidence leaders this week?

ADV ZINHLE BUTHELEZI: I apologise Chair. Ms Phatudi ...

20 **CHAIRPERSON:** Okay.

ADV ZINHLE BUTHELEZI: Do you – what I want to understand from you is that is it procedural for your department to seek approval from Exco before the appointment of service providers?

MS KUTLWANO INGRID PHATUDI: The process for appointment of service providers Chair would be that the department would advertise a

bid if it was one of the priorities that were bade for that would be included ...

ADV ZINHLE BUTHELEZI: Sorry Ms Phatudi I have been requested to ask you to bring the mic closer to you.

MS KUTLWANO INGRID PHATUDI: Oh, oh.

ADV ZINHLE BUTHELEZI: Thank you.

MS KUTLWANO INGRID PHATUDI: Thank you. Sorry Chair. The process – the correct process would be that the department would identify priorities or projects that they would advertise or – *ja*. They
10 would advertise or go out on tender for in a particular financial year. Those will be included in the plans – in the procurement plans and that would be budgeted for.

So what would happen is that the department would go out on tender, advertise and go through the normal departmental bid processes where the bid – the specifications would be presented to the Bid Specification Committee and for approval by the Head of Department but will also go through the Bid Adjudication Committee for recommendation and once the – the advert has been advertised and closed the bids would be evaluated and adjudicated and the HOD would
20 approve.

So that is the – the summary of how the process of appointment should be. The appointment is done and concluded by the Head of Department.

ADV ZINHLE BUTHELEZI: Yes and in this particular instance you confirm that no supply chain management process was followed?

MS KUTLWANO INGRID PHATUDI: Yes. This – this project was not advertised - did not go out on tender.

ADV ZINHLE BUTHELEZI: Yes. As – as CFO what was your view on this in this instance?

MS KUTLWANO INGRID PHATUDI: My view was that this needs to be advertised. The department needed to go out on tender. I advised the HOD to say especially because it is a new – it was a new environment to us. As it was the first project of its kind. We did not know what was on the market, what the market could offer generally including pricing
10 and costing and all that.

So it would be – it was advisable for the department to go out on tender. So that we could get the best – you know – the best ...

CHAIRPERSON: Best bids.

MS KUTLWANO INGRID PHATUDI: Option that could be ...

CHAIRPERSON: Hm.

MS KUTLWANO INGRID PHATUDI: Offered by the market.

CHAIRPERSON: Huh-uh.

MS KUTLWANO INGRID PHATUDI: So my advice was that we go out on tender but that advice was not taken. The response was that the
20 collective at the meeting of Sun City has – has recommended that the process be taken up or – or a memorandum be prepared to Exco and this be presented to Exco for – for approval.

ADV ZINHLE BUTHELEZI: And who formed part of that collective that made that decision?

MS KUTLWANO INGRID PHATUDI: At the Sun City meeting as

indicated earlier it was the Department of Tourism, Department of Community Safety and Transport, Treasury and the office of the Premier, I don't remember, Chair, who represented the office of the Premier but for the other departments, the HOD's and the MEC's for all the departments were there and I also, together with the Chief Director responsible for Transport Operations were invited.

ADV ZINHLE BUTHELEZI: Yes so the decision to appoint SA Express was made by those four, the MEC's and HOD's from those four departments.

10 **MS KUTLWANO INGRID PHATUDI:** I would Chair...(intervention).

CHAIRPERSON: I think she said recommendation.

MS KUTLWANO INGRID PHATUDI: Yes the recommendation to go to Exco with ...(intervention).

CHAIRPERSON: A proposal.

MS KUTLWANO INGRID PHATUDI: The proposal to appoint SA Express.

CHAIRPERSON: Do you know the names of the – you said you didn't know, I think, who represented the office of the Premier.

MS KUTLWANO INGRID PHATUDI: I don't remember.

20 **CHAIRPERSON:** Ja but tell us the names of those who represented the other departments at the time, if you know them.

MS KUTLWANO INGRID PHATUDI: The office – the Department of Tourism was represented by the acting HOD at the time it was Mr Charles Ndabeni who represented the Tourism Department.

CHAIRPERSON: Mr Charles Ndabeni?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay.

MS KUTLWANO INGRID PHATUDI: The Department of Community...(intervention).

CHAIRPERSON: What was his position in the Tourism Department if you remember, he was acting...(intervention).

MS KUTLWANO INGRID PHATUDI: He was acting HOD at the time.

CHAIRPERSON: Acting HOD?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

10 **CHAIRPERSON:** And then the other department?

MS KUTLWANO INGRID PHATUDI: Department of Community Safety and Transport was represented by Mr Bailey Mahlakoleng.

CHAIRPERSON: Mr?

MS KUTLWANO INGRID PHATUDI: Bailey Mahlakoleng.

CHAIRPERSON: Okay do you want to spell the surname for the sake of the transcribers.

MS KUTLWANO INGRID PHATUDI: Okay Mr Mahlakoleng is M-a-h-l-a-k-o-l-e-n-g.

CHAIRPERSON: Yes and what was his position?

20 **MS KUTLWANO INGRID PHATUDI:** The Head of Department.

CHAIRPERSON: Head of Department, of your department?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Yes.

MS KUTLWANO INGRID PHATUDI: And the Treasury – Department of Finance was represented by Mr Israel Guneni? he is the Head of

Department.

CHAIRPERSON: Okay, no thank you, but you were part of that meeting.

MS KUTLWANO INGRID PHATUDI: I was in that meeting Chair but I must also state that I tried to get the minutes of the meeting, I couldn't get the minutes because I don't remember whether there was a meeting after the potential or the airliners presented where formally the decision was reached, so I wanted to refer to the minutes.

CHAIRPERSON: So is the position that, although you attended the
10 presentations that were given by airlines, while you were there, no decision to recommend anything was taken by a group of people that included the two HOD's you're talking about and the Acting HOD and yourself, you were not party to any such decision, (indistinct) recommendation.

MS KUTLWANO INGRID PHATUDI: Yes Chair I was not party to any – to that decision.

CHAIRPERSON: You left after the presentation?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: And when you left were there other people who came
20 who represented different departments still there, did they remain?

MS KUTLWANO INGRID PHATUDI: I don't know whether there was another meeting after this one but what I know is after the presentation we left and I was not part of the decision.

CHAIRPERSON: So you – the other person, you say we left, the other person that you left with, I assume, was the acting HOD for your

department or was the HOD...(intervention).

MS KUTLWANO INGRID PHATUDI: No I didn't come with him...(intervention).

CHAIRPERSON: You left on your own?

MS KUTLWANO INGRID PHATUDI: I left on my own, yes Chair.

CHAIRPERSON: And when you left the rest of the people were still there, who came from different departments or you don't know?

MS KUTLWANO INGRID PHATUDI: Chair I don't know.

CHAIRPERSON: You just left after the presentation?

10 **MS KUTLWANO INGRID PHATUDI:** Yes, yes Chair.

CHAIRPERSON: Okay but subsequently you say you were told that they took a decision.

MS KUTLWANO INGRID PHATUDI: Yes subsequent to that, when I spoke to the HOD back home at the department to say...(intervention).

CHAIRPERSON: The HOD of your department?

MS KUTLWANO INGRID PHATUDI: The HOD of my department.

CHAIRPERSON: Yes.

20 **MS KUTLWANO INGRID PHATUDI:** That my advice is that we go out on tender because this is a new project it's a big project we have never had this type of project before, we don't know what the market offers, what's available in the market, we go out on tender to advertise and then his response was that the collective – there's a recommendation that SA Express be appointed and a memo to that effect was prepared for presentation at Exco.

CHAIRPERSON: How soon after the – that presentation did you have

this conversation with the – with your Head of Department, a week, a day, 2 days, a month?

MS KUTLWANO INGRID PHATUDI: It was within a short space of about maybe three days or a week.

CHAIRPERSON: Oh okay.

MS KUTLWANO INGRID PHATUDI: Ja it was a short space of time Chair.

CHAIRPERSON: And he said to you that a decision to make a recommendation to Exco had been made by a collective by a certain
10 collective.

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: And The collective he was talking about which one did you understood - who did you understand him to be talking about?

MS KUTLWANO INGRID PHATUDI: He said the collective that was at the meeting of...(intervention).

CHAIRPERSON: The presentation?

MS KUTLWANO INGRID PHATUDI: Yes so I'm not sure who exactly, whether it was the HOD's or both HOD's and MEC's that is why Chair, I said I tried to locate the minutes of that meeting so that I could have
20 ...(intervention).

CHAIRPERSON: You could have something in writing.

MS KUTLWANO INGRID PHATUDI: Yes, yes Chair.

CHAIRPERSON: Ja did you ask him for a copy of the minutes?

MS KUTLWANO INGRID PHATUDI: He is no longer in the department so he...(intervention).

CHAIRPERSON: No I mean at that time after this conversation and you were looking for minutes.

MS KUTLWANO INGRID PHATUDI: No.

CHAIRPERSON: Oh you only looked for minutes for purposes of this Commission?

MS KUTLWANO INGRID PHATUDI: Yes I tried to locate them for the purpose of the Commission yes Char.

CHAIRPERSON: Okay so your conversation with him then ended on the basis that he was saying that a recommendation had been made
10 that Exco should appoint or should decide to appoint that SA Express should be appointed?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: And did you ever have another discussion about this issue with him in regard to the way forward or that was the end for that time?

MS KUTLWANO INGRID PHATUDI: I don't remember having another conversation – meeting or conversation about this yes.

CHAIRPERSON: Okay alright, thank you, proceed Ms Buthelezi.

ADV ZINHLE BUTHELEZI: Thank you, Ms Phatudi was it at that
20 stage when these memorandum was being prepared for the Exco when you had this discussion with HOD?

MS KUTLWANO INGRID PHATUDI: Yes Chair because at the time when he told me that department will be presenting that Exco memo.

ADV ZINHLE BUTHELEZI: Okay for the benefit of everyone when you refer to Exco, who is Exco?

MS KUTLWANO INGRID PHATUDI: Exco is the Provincial Executive Council which comprises of the Premier and the MEC's.

ADV ZINHLE BUTHELEZI: Yes and then what is the role of Exco in the appointment of service providers?

MS KUTLWANO INGRID PHATUDI: Like I indicated, Chair before, I indicated that the service providers are – there's a process of appointing service providers internally in the department.

CHAIRPERSON: Yes and does that ever include the Exco, in your experience?

10 **MS KUTLWANO INGRID PHATUDI:** No Chair.

CHAIRPERSON: It hasn't – before this happened it had never included the Exco as far as you know...(intervention).

MS KUTLWANO INGRID PHATUDI: As far as I know Chair.

CHAIRPERSON: Included in the appointment of service providers.

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: So this was an exception.

MS KUTLWANO INGRID PHATUDI: Yes it was an exception.

20 **ADV ZINHLE BUTHELEZI:** Did Exco, in fact, take that decision that SA Express should be appointed, was that decision made?

MS KUTLWANO INGRID PHATUDI: Yes Chair, I later got a copy of an extract from the Exco resolutions which said Exco agreed with the recommendation of the department.

ADV ZINHLE BUTHELEZI: Yes we now know that...(intervention).

CHAIRPERSON: I'm sorry Ms Buthelezi, just remind me where – on

what page is that memo that you talk about?

ADV ZINHLE BUTHELEZI: The memo, it's Annexure KP1, it starts from page 12 up to page 21.

CHAIRPERSON: Under which divider?

ADV ZINHLE BUTHELEZI: Number 1.

CHAIRPERSON: Is this the memo that went to Exco and recommended that SA Express be appointed?

MS KUTLWANO INGRID PHATUDI: Yes Chair this is the memo.

CHAIRPERSON: And it was signed by the Head of Department of the
10 Department of Community Safety and Transport and the MEC for that department, Mr - is it Garage Molapisi?

MS KUTLWANO INGRID PHATUDI: It's Gaoage Wageng Molapisi.

CHAIRPERSON: Oh Gaoage okay thank you I'm sorry about that. So – and did Exco approve the recommendation, did they accept the recommendation?

MS KUTLWANO INGRID PHATUDI: Yes Chair there was an extract from the Exco...(intervention).

ADV ZINHLE BUTHELEZI: Chair, if I may be of assistance, if I could refer you, there are papers that we added to your bundle on page
20 381 it's right at the end – towards the end of the bundle, there's and extract of Exco minutes dated 3 December 2014.

CHAIRPERSON: So you say yes, Exco did approve the recommendation – oh have you reached page 381?

MS KUTLWANO INGRID PHATUDI: Yes Chair, the extract that I was referring to has at the bottom there – there's a heading that says,

“resolved that”, it says,

“Exco agreed that the department should proceed with the chosen service provider and sign the contract (SA Express) and also that the submissions should serve again on December 2014 with a proper analysis of presentation and options for considerations by Exco – for consideration by Exco”.

CHAIRPERSON: This is strange, Exco, according to this extract you say it’s an extract from the minutes of the North West Exco meeting of 3 December 2014, under resolved that, a) says,

10 “Exco agreed that the department should proceed with the chosen service provider and sign the contract (SA Express)”.

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: And then b) says,

“The submission should serve again on 15 December 2014 with a proper analysis of presentations and options for consideration by Exco”,

Do you see what I see as strange there or is that – do you see that there is something strange with that?

MS KUTLWANO INGRID PHATUDI: Chair?

20 **CHAIRPERSON:** You don’t see anything strange – do you see anything strange in those two sentences of what they resolved?

MS KUTLWANO INGRID PHATUDI: They – ja they resolved on the appointment, so.

CHAIRPERSON: Well the resolution on the appointment is one thing but I understand b) to be that although they had already resolved that

the department should proceed with the chosen service provider and sign the contract, they were still going to receive an analysis of the presentation afterwards.

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Is that your understanding as well?

MS KUTLWANO INGRID PHATUDI: Yes that's how I understand it Chair.

CHAIRPERSON: That seems strange to me I would have thought that they would have wanted – assuming that they are the ones who
10 must make the decision and assuming that the processes have been followed or that there is justification for not following processes, I would have expected that they would first say, before we can make a decision whether the department should go ahead and sign an agreement with SA Express, we want to see an analysis of the presentations and then we'll make our decision after that, but these minutes say the department must go ahead and sign the contract with SA Express and then the analysis or the presentations must come later, I find that strange, do you also find that strange or is there something I'm missing?

20 **MS KUTLWANO INGRID PHATUDI:** Yes Chair I hear what you're saying Chair it would have been better or it would have made more sense if they received the presentation before deciding.

CHAIRPERSON: Well maybe you're putting it lighter, how do you start by making a decision and then afterwards say bring me the information that I need to make a decision that I've already made, this

is more stranger to me because I've heard the past few days and maybe last week a few of instances where decisions are made without the necessary information, at least on the information – on the evidence that has been given by certain witnesses and I don't know other witnesses might come and say it's not true, we did have all of that information, but on the evidence given by certain witnesses, certain bodies just make decisions to have contracts concluded with certain service providers without enough information, and then they say the information will come later, so that's – I just see what may appear
10 to be a pattern here, ja okay please continue.

ADV ZINHLE BUTHELEZI: Thank you Chair. Ms Phatudi in your affidavit at paragraph 14 you do make a comment that the appointment of SA Express was not in line with the provisions of Section 217 of the Constitution, when did you make this realisation?

MS KUTLWANO INGRID PHATUDI: Chair this refers to the fact that this bid or this project was not advertised, so I know for a fact that it was not advertised because immediately after – or what followed after the meeting at Sun City was that Exco memo which I've already spoken to.

20 **CHAIRPERSON:** And you would have known if the procurement processes were followed?

MS KUTLWANO INGRID PHATUDI: I would have known Chair because as the CFO I'm also Chairperson of the Bid Adjudication Committee so I would have known because the specifications would have been presented to the Bid Adjudication Committee and all those (indistinct)

processes would have...(intervention).

CHAIRPERSON: Yes and you had advised that processes should be followed but your advice was not accepted by the HOD of your department.

MS KUTLWANO INGRID PHATUDI: Yes I did Chair.

CHAIRPERSON: Yes are there any circumstances which existed which justified not following procurement processes as far as you are concerned?

MS KUTLWANO INGRID PHATUDI: I don't know of any Chair.

10 **CHAIRPERSON:** You don't know of any as far as you are concerned there was no justification for not following processes?

MS KUTLWANO INGRID PHATUDI: There might have been Chair but I'm not aware of them...(intervention).

CHAIRPERSON: Ja I'm saying according to – as far as you know.

MS KUTLWANO INGRID PHATUDI: As far as I know Chair...(intervention).

CHAIRPERSON: What do you understand the normal exceptions to be where those processes would not be followed, your own understanding?

20 **MS KUTLWANO INGRID PHATUDI:** Chair prescripts do allow for deviations but it would be in exceptional specific cases, for example, in emergency appointments or in urgent – or where there's sole service providers but then an approval would have been sought before concluding ...(intervention).

CHAIRPERSON: Yes well I guess even with a deviation if you ask for it, you apply for it and it's granted it is a process itself.

MS KUTLWANO INGRID PHATUDI: It is a process in itself Chair.

CHAIRPERSON: You can't just not do anything and say that it's justification you've got to follow deviation process.

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: So is there any – are there any circumstances as far as you know where a department can simply not follow any process, either a deviation process or the normal procurement processes?

MS KUTLWANO INGRID PHATUDI: No Chair.

CHAIRPERSON: You don't know of any such?

10 **MS KUTLWANO INGRID PHATUDI:** Yes Chair.

CHAIRPERSON: Yes and you have been CFO in the department since 2013?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: 2013, during your time you have never had such a situation have you, where you come across a situation where it is said that there is justification not even to apply for deviation?

MS KUTLWANO INGRID PHATUDI: No Chair I have never come across that yes.

CHAIRPERSON: If you don't follow normal procurement processes
20 you're obliged to apply for deviation.

MS KUTLWANO INGRID PHATUDI: Yes Chair

CHAIRPERSON: You can't not follow those processes and not apply for deviation.

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Thank you Ms Phatudi, we are aware that eventually SA Express was appointed and there is an agreement that is under tab 2, Chair, that was signed with SA Express on the 31st of March 2015, who participated in drafting this agreement on behalf of the department?

MS KUTLWANO INGRID PHATUDI: Chair the department has a legal division the directorate responsible for legal services, they are the ones who drafted the service level agreement between the department and SA Express.

10 **ADV ZINHLE BUTHELEZI:** On whose instruction, is it the HOD?

MS KUTLWANO INGRID PHATUDI: Yes it would be the HOD.

ADV ZINHLE BUTHELEZI: Yes I could see on page 57 that this agreement is signed, do you recognise the signature that is on page 57?

MS KUTLWANO INGRID PHATUDI: Yes Chair, the signature on page 57 is that of, the then HOD, Mr Bailey Mahlalkoleng.

ADV ZINHLE BUTHELEZI: Yes and we are told by Mr Phiri yesterday that for SA Express, the person who signed – in fact his name is spelt there is Mr Inati Ntshanga, you do confirm?

20 **MS KUTLWANO INGRID PHATUDI:** Yes.

CHAIRPERSON: Page 57 I see one signature or is it two, the one is under signature and then below that it says signed at- oh signed at Mafikeng and it's 31-03-2015, I think or is it 2013?

MS KUTLWANO INGRID PHATUDI: It's 2015 Chair.

CHAIRPERSON: 2015, it looks like 2075 and above that signature,

what is written is, signed for and on behalf of the Department of Community Safety and Transport Management, North West Province, you say that signature you do recognise it as the signature of the then head of your department?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Thank you, Ms Buthelezi you wanted to say something.

ADV ZINHLE BUTHELEZI: Thank you I wanted to say on page 58 there's a signature for a person who signed on behalf of SA Express
10 and that person – that signature was identified as that of Mr Inati Ntshanga by Mr Phiri who had testified earlier on, you do confirm?

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: No that's fine.

ADV ZINHLE BUTHELEZI: Thank you.

CHAIRPERSON: Now Ms Phatudi this agreement, well it starts at page 23 is – ja it starts at page 23, when did you become aware of the agreement for the first time, after it had been signed?

MS KUTLWANO INGRID PHATUDI: Chair I became aware of the agreement after it had been a signed when there was a
20 claim...(intervention).

CHAIRPERSON: And that would have been 2015?

MS KUTLWANO INGRID PHATUDI: Yes 2015.

CHAIRPERSON: 2015, okay alright, you were earlier on talking, saying that the – your legal department would have prepared the agreement after getting instructions from the HOD, Ms Buthelezi you

can take it from there.

ADV ZINHLE BUTHELEZI: Thank you and who represented SA Express when the negotiations were done?

MS KUTLWANO INGRID PHATUDI: The SA Express was represented by Mr Brian van Wyk.

ADV ZINHLE BUTHELEZI: Thank you and...(intervention).

CHAIRPERSON: Were you present at some of the meetings where the agreement was negotiated?

MS KUTLWANO INGRID PHATUDI: No I was not part of negotiating
10 for the agreement.

CHAIRPERSON: Yes but how do you know that Mr van Wyk represented SA Express.

MS KUTLWANO INGRID PHATUDI: Chair she said at meetings.

CHAIRPERSON: Do you have any personal knowledge as to who represented the department first at negotiation meetings before the conclusion of this agreement, do you have any knowledge of who represented the – your department in negotiations that resulted in this agreement?

MS KUTLWANO INGRID PHATUDI: It was the HOD, the head of
20 department.

CHAIRPERSON: The HOD?

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: Ja and how do you know that?

MS KUTLWANO INGRID PHATUDI: Because he signed the agreement eventually and legal services also confirmed that he's the one who

gave instructions for them to draft the service level agreement...(intervention).

CHAIRPERSON: Yes but you never attended any meetings, if there were meetings?

MS KUTLWANO INGRID PHATUDI: For the drafting of the – no there were no – I was not part of...(intervention).

CHAIRPERSON: But you say you're aware that this agreement was drafted by your legal department?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

10 **CHAIRPERSON:** Okay and then it was presented to SA Express or you don't know, you just knew when it was signed?

MS KUTLWANO INGRID PHATUDI: I don't know Chair.

CHAIRPERSON: Oh but it was drafted by the legal department?

MS KUTLWANO INGRID PHATUDI: Yes, yes Chair.

CHAIRPERSON: Okay, alright.

ADV ZINHLE BUTHELEZI: Yes, you say you became aware of this agreement when a claim was submitted, who had submitted this claim?

MS KUTLWANO INGRID PHATUDI: The – maybe I must talk Chair to the process of...(intervention).

20 **CHAIRPERSON:** Yes that's fine, do so.

MS KUTLWANO INGRID PHATUDI: Yes the end user which is the programme or the programme manager for a particular project or programme would receive an invoice and then prepare a requisition for payment and approve – the Chief Director would approve or the Director in this instance it was approved by the Chief Director and then

sent to the head of department for the final approval. So when the claim has been approved the SLA would be attached and also there would be checklists and just for each and every stage of the process to confirm compliance to certain things or areas. So that process happened and the payment came to finance for verification for compliance check and then I noticed that it was actually two invoices that were presented, the one for SA Express and the other one was for the management company.

CHAIRPERSON: What was the management company's name?

10 **MS KUTLWANO INGRID PHATUDI:** It was Koreneka.

CHAIRPERSON: Yes so there were two invoices.

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: And what were the amounts if you are able to say, even if it's not the exact amount?

MS KUTLWANO INGRID PHATUDI: Koreneka was around 20million.

CHAIRPERSON: Yes.

MS KUTLWANO INGRID PHATUDI: And the SA Express was around 51million

CHAIRPERSON: Okay and these two invoices came at the same
20 time – more or less at the same time?

MS KUTLWANO INGRID PHATUDI: Ja more or less at the same time.

CHAIRPERSON: Okay alright.

MS KUTLWANO INGRID PHATUDI: And then I raised – I refused to process the management company invoice Chair raising concerns – raising an issue that on clause 6.1 of the agreement which is on

page...(intervention).

CHAIRPERSON: Clause 6.1?

MS KUTLWANO INGRID PHATUDI: 6.1 which is on page 31, the clause says,

“The department shall pay to SA Express annually in advance the amounts stipulated in Annexure A which amount is subject to review at the end of each year by agreement between the parties”,

So this does not talk about a management company, it talks
10 about SA Express.

CHAIRPERSON: Yes.

MS KUTLWANO INGRID PHATUDI: That is why I said, I cannot
...(intervention).

CHAIRPERSON: You said, I can't pay – what is the basis for us
paying Koreneka?

MS KUTLWANO INGRID PHATUDI: Koreneka.

CHAIRPERSON: Okay.

MS KUTLWANO INGRID PHATUDI: And also it was not only this
clause, Chair, there's another clause 15.1.

20 **ADV ZINHLE BUTHELEZI:** It's on page 44.

CHAIRPERSON: It's Kwaraneng?

MS KUTLWANO INGRID PHATUDI: Koreneka, K-O-R-E-N-K-A.

CHAIRPERSON: Ja I saw it earlier I seem to get it wrong we've
been dealing with it the past two or three days, okay alright, maybe it's
this break from yesterday 11 o'clock to now, yes.

ADV ZINHLE BUTHELEZI: And the other clause you referred to is that clause 15.1 on page 44?

MS KUTLWANO INGRID PHATUDI: Yes Chair which says,

“SA Express shall, in consultation with the department appoint a management company responsible for managing certain facilities at Pilansberg and Mafikeng Airport”,

So I raised an issue I said, I need to know how this was complied with, meaning how was the management company appointed, who represented the department, how was this consultation – how did it
10 happen and obviously that did not happen, because there was no proof that the department was involved in the appointment of a management company. So on that basis, I said, I am not going to pay the management company.

ADV ZINHLE BUTHELEZI: Yes and then what happened from there...(intervention).

CHAIRPERSON: I’m sorry I think it’s time we should take the lunch break, we are going to take the lunch break it’s about 29 minutes to two now, we will resume at half past two, we adjourn.

INQUIRY ADJOURNS

20 **INQUIRY RESUMES**

CHAIRPERSON: Okay, let’s proceed.

ADV ZINHLE BUTHELEZI: Ms Phatudi, you were testifying about the two invoices that you received, one from Koreneka and one from SAX and the fact that you refused to pay the invoice that was from Koreneka raised on section 6.1 and 15.1 of the service level agreement that you

had with them at the time.

MS KUTLWANO PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: Would you please take us through to what happened thereafter?

MS KUTLWANO PHATUDI: Thank you Chair. What happened thereafter Chair is that I as indicated raised those issues on specific clauses that have already been mentioned and then subsequent to that Chair I later received a revised SLA where those two specific areas were amended.

10 **ADV ZINHLE BUTHELEZI:** The same section 6.1 and 6.4?

MS KUTLWANO PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: Is that the SLA that is attached under tab four ... (intervenes)

CHAIRPERSON: I'm sorry, I think I missed something. Did you say where certain clauses were amended?

MS KUTLWANO PHATUDI: Yes Chair, the clauses that were amended is clause 6.1

CHAIRPERSON: Ja.

MS KUTLWANO PHATUDI: As well as clause 15.1

20 **CHAIRPERSON:** Was it the clauses to which you referred us earlier?

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: They were amended later.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Oh okay and when in relation to your refusal to approve payment for Korenenka? Was it after before?

MS KUTLWANO PHATUDI: It was amended before payment was processed.

CHAIRPERSON: But after you had expressed your refusal.

MS KUTLWANO PHATUDI: Yes Chair, after I had raised concern and refusal to process.

CHAIRPERSON: Okay, tell us about that.

ADV ZINHLE BUTHELEZI: Yes. The amended clauses 6.1 appears on page 77 under tab three Chair. Would you please read it out?

MS KUTLWANO PHATUDI: The clause reads thus Chair.

10 **CHAIRPERSON:** Ms Buthelezi, please wait for me.

ADV ZINHLE BUTHELEZI: I will do so, I'm sorry. Page 77.

CHAIRPERSON: 77?

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Okay. Yes, I'm there.

ADV ZINHLE BUTHELEZI: Thank you Chair. Please proceed.

MS KUTLWANO PHATUDI: Okay the amended clause now reads: The Department shall pay SA Express the subsidy and the management company the operational cost for both airports annually in advance the amount stipulated in annexure A.

20 **ADV ZINHLE BUTHELEZI:** Yes and the amended clause 15.1 appears on page 89. Would you please go there?

CHAIRPERSON: Well, let's see annexure A first before we go there. I want to see annexure A that is referred to in 6.1, in the amended 6.1.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Or is that going to take time?

ADV ZINHLE BUTHELEZI: Annexure A appears on page 104 Chair.

CHAIRPERSON: 104?

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: It's the same annexure A that was referred to yesterday by Mr Phiri.

CHAIRPERSON: Oh, nothing changed?

ADV ZINHLE BUTHELEZI: Nothing changed on those figures.

CHAIRPERSON: Let me go there.

- 10 **ADV ZINHLE BUTHELEZI:** The only thing that changed was that it was now allowing the Department to make a direct payment to the management company.

CHAIRPERSON: I just want to see it before we move to the other clause. Okay, then let's go to the other clause.

ADV ZINHLE BUTHELEZI: Yes. The clause 15.1 is on page 89 Ms Phatudi. Please read out to the Chair what did it say after the amendment?

CHAIRPERSON: 81 you said?

ADV ZINHLE BUTHELEZI: 89.

- 20 **CHAIRPERSON:** 89, okay. Yes.

MS KUTLWANO PHATUDI: Chair, 15.1 reads as follows: The Department mandates SA Express to appoint a management company responsible for managing the operations at Pilanesberg and Mafikeng airports.

ADV ZINHLE BUTHELEZI: So now the Department was no longer

involved or to be consulted when the management companies were to be appointed?

MS KUTLWANO PHATUDI: Yes.

CHAIRPERSON: This is very concerning. You receive payment or you receive an invoice

MS KUTLWANO PHATUDI: Yes.

CHAIRPERSON: for you to pay you said about 20 million rand to Korenenka.

MS KUTLWANO PHATUDI: Yes Chair.

10 **CHAIRPERSON:** And everyone before you had said everything is okay and ticked on compliance every stage?

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: When it comes to you, you pick up that there's a problem?

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: And at least part of the problem is that it's supposed to be paid person to an agreement that says nothing about the Department paying Koreneka anything.

MS KUTLWANO PHATUDI: Yes Chair.

20 **CHAIRPERSON:** You refused to pay.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: And then the agreement is then amended.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Now before amendment the agreement was saying the appointment of a management company must be made jointly between

the Department and SA Express.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Now that clause is amended to say to give the power only to SA Express to make the appointment alone.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Of the management company?

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: And then in regard to paying Koreneka the amendment says the Department can pay operational, make payments
10 regarding operational cost to both SA Express and Koreneka.

MS KUTLWANO PHATUDI: The management company, yes Chair.

CHAIRPERSON: And what I find strange is that that's why I wanted to have a look at the annexure A. It doesn't say what portion of the operational cost should go to which company does it? Now if the operational cost were to be paid to one company and it says those cost are in annexure A, that's fine. But now it says the operational cost must be paid to the two companies but it doesn't say maybe 50 50 or what how it must be divided or does it?

MS KUTLWANO PHATUDI: It's already divided Chair.

20 **CHAIRPERSON:** Oh is it?

MS KUTLWANO PHATUDI: On the same annexure A.

CHAIRPERSON: Ja.

MS KUTLWANO PHATUDI: The second or the bottom part of the annexure, there's a heading that says management company subsidy. And then ... (intervenes)

CHAIRPERSON: Hang on one second.

MS KUTLWANO PHATUDI: Oh okay.

CHAIRPERSON: Is that 104 by the way the annexure?

MS KUTLWANO PHATUDI: Yes Chair, it's 104.

CHAIRPERSON: Yes.

MS KUTLWANO PHATUDI: There's a bottom part of the table.

CHAIRPERSON: Ja.

MS KUTLWANO PHATUDI: There's a heading that says management company subsidy and then it splits Pilanesberg and Mafikeng for both
10 road subsidy and operational cost.

CHAIRPERSON: But where does it say how much should go to SA Express, how much should go to the management company?

MS KUTLWANO PHATUDI: The management company is the bottom part of the table and then at the top there it says concession airline subsidy, that is the SA Express and it's also split between Pilanesberg and Mafikeng.

CHAIRPERSON: Well before is understand that this annexure A is how it looked even before amendment, is that?

MS KUTLWANO PHATUDI: Yes Chair.

20 **CHAIRPERSON:** Yes and all of that money was to be paid to SA Express, isn't it? Before amendment?

MS KUTLWANO PHATUDI: Yes before amendment because on the SLA there was no mention of paying ... (intervenes)

CHAIRPERSON: The management company.

MS KUTLWANO PHATUDI: The management company.

CHAIRPERSON: Yes, so all of that money was meant to go to?

MS KUTLWANO PHATUDI: SA Express.

CHAIRPERSON: SA Express before amendment.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: And then they now amended the agreement to say the monies reflected in annexure A should be paid to SA Express and the management company.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: But you say you take it that what it means is that
10 what comes under management company in that annexure should be paid to the management company and what is above that should go to SA Express.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: But it doesn't say that itself.

MS KUTLWANO PHATUDI: It says airline subsidy.

CHAIRPERSON: Mm?

MS KUTLWANO PHATUDI: The top part says airline subsidy.

CHAIRPERSON: Yes.

MS KUTLWANO PHATUDI: Yes.

20 **CHAIRPERSON:** Does that say it must be paid to the airline. You think so?

MS KUTLWANO PHATUDI: Yes Chair, I think so.

CHAIRPERSON: How was it going to be paid before amendment?

MS KUTLWANO PHATUDI: The annexure didn't change, Chair.

CHAIRPERSON: Yes, that is the problem isn't it?

ADV ZINHLE BUTHELEZI: Yes, Ms Phatudi ... (intervenes)

CHAIRPERSON: Isn't that the problem that before the amendment you have an annexure of various operational cost.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Some relate to the airline subsidy, some relate to the operational cost maybe of the management company. But before the amendment the agreement contemplated that all those payments should go to SA Express if I understand correctly, I may be missing something. Is that not your understanding? Before the amendment, who was going
10 to be paid these amounts in annexure A by the Department or you can't remember?

MS KUTLWANO PHATUDI: Chair my ... (intervenes)

CHAIRPERSON: Or am I confusing you?

MS KUTLWANO PHATUDI: Yes.

CHAIRPERSON: Okay. Let me allow Ms Buthelezi to proceed. Maybe I will understand something as we go along. Let's continue.

ADV ZINHLE BUTHELEZI: Yes. Ms Phatudi, if you look at page 104, there are various amounts that are listed for each year up to year five, they are divided into five columns. Can you see that?

20 **MS KUTLWANO PHATUDI:** Yes ma'am.

ADV ZINHLE BUTHELEZI: Yes. On the first line on year one there is 23 million I think 800 and something thousand that should be paid as airline subsidy. Is that money that should go to SA Express?

MS KUTLWANO PHATUDI: Yes ma'am.

ADV ZINHLE BUTHELEZI: Yes and the 11 million ... (intervenes)

CHAIRPERSON: On what basis are you saying that miss, are you putting that question to her Ms Buthelezi?

ADV ZINHLE BUTHELEZI: Let me clarify, sorry Chair. And if you look under the same column ... (intervenes)

CHAIRPERSON: Okay, I'll tell you what we'll do to make progress.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Just leave that part as it is.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: On the basis that probably whoever was to pay would
10 look at management company subsidy and say well, it seem to make sense that is what should go to them.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: And what is above should go to the airline even if it's not clear from the ... (intervenes)

ADV ZINHLE BUTHELEZI: From annexure A.

CHAIRPERSON: It's not stated in the agreement which part will go to which entity. So let's proceed. I think what is important is that one, there was a change that the Department should no longer be involved in the appointment of the management company.

20 **ADV ZINHLE BUTHELEZI:** Yes Chair.

CHAIRPERSON: And two that the operational cost could be paid to- had to be paid both in the end in what amounts is not really of significance.

ADV ZINHLE BUTHELEZI: Thank you.

CHAIRPERSON: And what's important is the context in which the

amendment was made.

ADV ZINHLE BUTHELEZI: Thank you, Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Yes. And Ms Phatudi, if I look at paragraph 20 of your statement is that these two invoices that you referred us to, you received them in December 2015?

MS KUTLWANO PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: Yes. Its common cause that the initial agreement was signed in March 2015 and in terms of the contract you
10 were expected to make pre-payment. Do you agree with that?

MS KUTLWANO PHATUDI: Yes Chair, yes.

ADV ZINHLE BUTHELEZI: On paragraph 18 of your statement you say that the Department received an invoice of 50 million. At the time the Department did not have a budget to pay SA Express invoice. Mr Mahlakoleng wrote a letter to the acting Director General at Premier office on the 16th of March 2015 requesting the payment of- I believe that 51 million should be 50 million now.

MS KUTLWANO PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Of 50 million to be paid out. And you
20 attached the invoice that we handed out earlier that was paid following that invoice. If I look at that date ... (intervenes)

CHAIRPERSON: Let her give evidence.

ADV ZINHLE BUTHELEZI: Okay, sorry Chair. Yes, if I look at the dates that you listed on that paragraph, it's the 16th of March 2015 the agreement is signed on the 31st.

CHAIRPERSON: Okay, let's do it this way. When you received the invoice where was the budget for the payment of that amount?

MS KUTLWANO PHATUDI: Chair, the invoice was received in March 2015 which was concluding the financial year 2014/15.

CHAIRPERSON: Yes.

MS KUTLWANO PHATUDI: At that stage the Department did not have a budget for this project.

CHAIRPERSON: Yes.

MS KUTLWANO PHATUDI: So we couldn't process the invoice.

10 **CHAIRPERSON:** And what happened then after the invoice?

MS KUTLWANO PHATUDI: What happened thereafter the HOD prepared a letter to ... (intervenes)

CHAIRPERSON: The HOD prepared a letter.

MS KUTLWANO PHATUDI: Yes.

CHAIRPERSON: Okay.

MS KUTLWANO PHATUDI: To the Office of the Premier requesting the Office of the Premier to pay on behalf of Community Safety.

CHAIRPERSON: Okay. Ms Buthelezi, you want to direct us to that letter?

20 **ADV ZINHLE BUTHELEZI:** Yes, is it the letter that is on page 65 under tab three, Chair.

CHAIRPERSON: Yes, continue.

ADV ZINHLE BUTHELEZI: Do you confirm that, Ms Phatudi?

MS KUTLWANO PHATUDI: Yes ma'am.

ADV ZINHLE BUTHELEZI: Yes, then from there what happened?

MS KUTLWANO PHATUDI: From there what happened the invoice was submitted to the Office of the Premier and it was paid on the ...
(intervenes)

CHAIRPERSON: I'm sorry. So the letter that you say Mr Mahlakoleng Head of your Department sent to the Office of the Premier is simply a covering letter touching the invoices. Tell us how it reads that letter.

MS KUTLWANO PHATUDI: The letter is addressed to the acting Director General Office of the Premier (inaudible): Dear Prof Mokgoro attached please SA Express documents for your urgent attention and
10 processing of payment.

CHAIRPERSON: Yes and then what happened after that letter had been sent?

MS KUTLWANO PHATUDI: After the letter was submitted to the Office of the Premier and then we have proof of payment. According to the proof of payment the cheque date or the actual payment date was the 26th March 2015.

ADV ZINHLE BUTHELEZI: Yes, and is that the date that appears on the second page of this proof of payment?

MS KUTLWANO PHATUDI: Yes Chair

20 **ADV ZINHLE BUTHELEZI:** It's the page that I marked as 66A.

CHAIRPERSON: Sorry?

ADV ZINHLE BUTHELEZI: It's the page marked 66A.

CHAIRPERSON: Oh.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: And what was the amount that was paid from the Office of the Premier?

MS KUTLWANO PHATUDI: The amount is 50 million.

CHAIRPERSON: I'm sorry, I don't have a page marked 66A. I've got 66 only and then 67.

ADV ZINHLE BUTHELEZI: Chair, there is ... (intervenes)

CHAIRPERSON: Is it the new one you handed out?

ADV ZINHLE BUTHELEZI: Yes, it's a document I handed I handed out earlier.

10 **CHAIRPERSON:** Well, you haven't arranged for it to be put in here.

ADV ZINHLE BUTHELEZI: I apologize.

CHAIRPERSON: Okay alright.

ADV ZINHLE BUTHELEZI: Yes. And what informed you that this payment was made from the Office of the Premier?

MS KUTLWANO PHATUDI: If you look at the first page, there are headings there. The heading ... (intervenes)

ADV ZINHLE BUTHELEZI: Supplier code, Supplier name.

MS KUTLWANO PHATUDI: Ja, supplier code, supplier name, invoice number.

20 **ADV ZINHLE BUTHELEZI:** Yes.

MS KUTLWANO PHATUDI: Invoice line, create date, authorisation date, where it says DEPT its short for Department.

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO PHATUDI: And underneath there it says 01. That is the vote number for the Office of the Premier.

ADV ZINHLE BUTHELEZI: 01 is the vote number for the Office of the Premier.

MS KUTLWANO PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: Yes. Ms Phatudi, what I want to understand is that on the 16th of March when this letter was written to the Office of the Premier it was before this agreement with SA Express was concluded. How do you explain that?

MS KUTLWANO PHATUDI: Chair, I do not know how the invoice came before the contract was concluded.

10 **ADV ZINHLE BUTHELEZI:** Do you know if the Office of the Premier had ... (intervenes)

CHAIRPERSON: Just remind yourself the date of the agreement and the date of the invoice.

ADV ZINHLE BUTHELEZI: The agreement appears from page 23 Chair, it is signed on page 57, the date on page 57 it's 31 March 2015.

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: The date of the letter requesting payment from the Office of the Premier.

20 **CHAIRPERSON:** Let's start with the date of the invoice, do we have that?

ADV ZINHLE BUTHELEZI: No, we don't have the invoice itself. We have the letter requesting payment from the Office of the Premier.

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: And that letter is dated 16 March 2015.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: And we then- that letter appears under tab three on page 65.

CHAIRPERSON: Is that the one we've just talked about, yeah.

ADV ZINHLE BUTHELEZI: The one that we've just looked at, yes.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: And then we have the proof of payment which Ms Phatudi says 01 indicates that that payment came from Premier office.

CHAIRPERSON: Ja.

10 **ADV ZINHLE BUTHELEZI:** It's a payment of 50 million rand. It's the amount on page 2, 50 million rand that you referring to?

MS KUTLWANO PHATUDI: Yes Chair, the amount is 50 million rand.

CHAIRPERSON: Is that the amount that was reflected on the invoice.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: And that was the invoice from SA Express?

MS KUTLWANO PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: Yes. And if you look at the page that follows the amount Chair, there is payee number then under surname and initial there is SA Express. And looking at ... (intervenes)

20 **CHAIRPERSON:** I'm sorry. I'm trying to look. Are you looking at 66A or 65?

ADV ZINHLE BUTHELEZI: 66B now, there is SA Express.

CHAIRPERSON: Now is 66B the old 66?

ADV ZINHLE BUTHELEZI: No.

CHAIRPERSON: Because I don't think I've got 66B.

ADV ZINHLE BUTHELEZI: The new 66 it has 66 A and B, it should have three pages Chair.

CHAIRPERSON: Oh okay, now I see.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Oh yes, under surname.

ADV ZINHLE BUTHELEZI: There is ... (intervenes)

CHAIRPERSON: There is surname, SA Express. Surname SA Express, payee number say triple or is it 0003647.

ADV ZINHLE BUTHELEZI: Yes.

10 **CHAIRPERSON:** Okay yes.

ADV ZINHLE BUTHELEZI: Yes. Chair, if you go back to 66A there is a date that appears, it's on the third line from the top or the second line that is written in bold ... (intervenes)

CHAIRPERSON: The 26 March 2015.

ADV ZINHLE BUTHELEZI: Yes, the date of the 26 March 2015. My question to Ms Phatudi is that they're agreement was only concluded on the 31st. Why was SA Express paid before the conclusion of this of the agreement?

20 **MS KUTLWANO PHATUDI:** Chair, I do not have the answer for that. I don't know why was it paid before the time.

CHAIRPERSON: Yes, ja.

ADV ZINHLE BUTHELEZI: Were you involved in any manner in processing this payment?

MS KUTLWANO PHATUDI: No, the payment was processed in another department.

ADV ZINHLE BUTHELEZI: Thank you.

CHAIRPERSON: Was it processed in the Premier Office?

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Okay, would you know what it is that they would have had before them before they processed the payment in the Premier Office apart from the letter from your MEC- was it you HOD?

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Your HOD? Ja, apart from the letter and the invoices do you know what else they might have had before them?

10 **MS KUTLWANO PHATUDI:** No, I do not know Chair.

CHAIRPERSON: Because according to that letter, is it only the invoices that your Head of Department sent to Professor Mokgoro in terms of what he said in the letter? Did he refer to invoices only as what he was annexing?

MS KUTLWANO PHATUDI: I'm not sure, Chair. I'm not sure what documents.

CHAIRPERSON: Let's go there, I think its page?

ADV ZINHLE BUTHELEZI: 65.

CHAIRPERSON: 65.

20 **MS KUTLWANO PHATUDI:** 65.

CHAIRPERSON: Attached please find- oh attached please SA Express documents for your urgent attention and processing of payment. So he says what he was attaching was SA Express documents.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: And do you know what documents he attached, your

Head of Department?

MS KUTLWANO PHATUDI: I'm not sure Chair what was attached, I didn't see.

CHAIRPERSON: Yes. What are the chances that the Office of the Premier could have been finished documents that your department did not have. In other words, what are the chances that SA Express may have sent documents to the Premier Office which explained what this 50 million rand invoice all about but you might not have been aware? Are there what are the chances that that might have happened? You

10 don't know?

MS KUTLWANO PHATUDI: I don't know Chair.

CHAIRPERSON: Because I mean 50 million rand is not a small amount.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: And I would have thought that before that anybody approved that such an amount be paid in a government department, they would want to know that it is an amount that is due and that it would be proper to pay it. And that would have required checking a various documents, I would imagine.

20 **MS KUTLWANO PHATUDI:** Yes Chair.

CHAIRPERSON: Is that what you'd expect as well?

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Just like because you picked up that you shouldn't pay Koreneka because you went and looked for establishing what the basis would be to pay them.

MS KUTLWANO PHATUDI: Yes.

CHAIRPERSON: And you looked at the agreement and you realised that the agreement did not make any provision for paying Koreneka.

MS KUTLWANO PHATUDI: Yes.

CHAIRPERSON: So I would have thought that somebody else, somebody in the Premier Office would also have wanted to would have called for various documents before they did but you say you don't know whether they did or they didn't.

MS KUTLWANO PHATUDI: Yes Chair.

10 **CHAIRPERSON:** Okay alright.

ADV ZINHLE BUTHELEZI: Thank you. And you do you agree that at the time before the signing of this agreement your department did not have any obligation to pay SA Express?

MS KUTLWANO PHATUDI: Before the signing of the contract?

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Yes. Let's move on to the payment to Koreneka that was to be made in 2016, you deal with it?

20 **CHAIRPERSON:** Maybe the witness must say more than just that. Why do you say in the absence of an agreement of the agreement that was signed late in the absence of that agreement there would have been basis for your department to pay SA Express?

MS KUTLWANO PHATUDI: Chair, the SLA according to me is a document that contracts which will confirm or direct that certain financial obligations between the two parties should happen. So in the

absence of such a document then it means there is nothing that binds, that is binding for a payment to be made.

CHAIRPERSON: So as a basis for paying any service provider would there have to be a written agreement all the time or most of the time?

MS KUTLWANO PHATUDI: All the time there, Chair.

CHAIRPERSON: All the time there must be a written document that shows what was agreed, should be done.

MS KUTLWANO PHATUDI: Yes Chair.

CHAIRPERSON: Okay. And as far as you know before the payment of
10 that amount no document existed which showed any agreement between your department and SA Express?

MS KUTLWANO INGRID PHATUDI: I would – I would say yes Chair because the signed agreement was signed on 30 March.

ADV ZINHLE BUTHELEZI: 31 March.

MS KUTLWANO INGRID PHATUDI: 31 March.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: *Ja.*

MS KUTLWANO INGRID PHATUDI: And the letter is dated the 16th.

CHAIRPERSON: Okay. Please make sure that whilst the witness is
20 giving evidence nobody can just walk to her and give her documents. Okay, alright. Let us continue.

ADV ZINHLE BUTHELEZI: Thank you. On paragraph 36 of your statement – it is on page 8.

MS KUTLWANO INGRID PHATUDI: 36?

ADV ZINHLE BUTHELEZI: Yes. You - you deal with the invoice that

you received from Koreneka on 7 December 2015?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: Yes. Would you please take us through what happened upon receipt of this – of this invoice?

MS KUTLWANO INGRID PHATUDI: On 7 December 2015 when I received the – when the – *ja* - when the invoice for Koreneka was submitted.

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: The SLA had already been
10 amended.

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: So ...

CHAIRPERSON: SLA being Service Level Agreement?

MS KUTLWANO INGRID PHATUDI: Service – yes Chair.

CHAIRPERSON: Is that the agreement we have been talking about?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Yes. Can we go back a little bit? Would the position be that since this R50 million was paid through the department of – the Office of the Premier ...

20 **MS KUTLWANO INGRID PHATUDI:** Yes Chair.

CHAIRPERSON: You would have no further dealings or questions to raise because it was no longer through your department?

MS KUTLWANO INGRID PHATUDI: Yes sir. It was just this specific one because ...

CHAIRPERSON: Yes. No I am talking about that one.

MS KUTLWANO INGRID PHATUDI: Yes, yes, yes Chair.

CHAIRPERSON: Ja. So in other words you – you would – you would not – it would not be your responsibility to pursue the matter to say but how did that amount get paid when there is no agreement ...

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: Because it is another department ...

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Which would have its own CFO ...

MS KUTLWANO INGRID PHATUDI: Processes yes.

10 **CHAIRPERSON:** Its own processes?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay, alright.

ADV ZINHLE BUTHELEZI: Thank you. Tell us what happened upon receiving this invoice on 7 December 2015.

MS KUTLWANO INGRID PHATUDI: Chair upon receiving of this invoice ...

CHAIRPERSON: I am sorry. You may already have this in your plan but it will be important that we establish who in the Office of the Premier authorised the payment ...

20 **ADV ZINHLE BUTHELEZI:** Will do so Chair.

CHAIRPERSON: And what did they have in front of them ...

ADV ZINHLE BUTHELEZI: Will do so Chair.

CHAIRPERSON: To justify in making that decision. Okay.

ADV ZINHLE BUTHELEZI: Thank you. Yes please proceed Ms Phatudi.

MS KUTLWANO INGRID PHATUDI: Yes Chair. On 7 December an invoice for Koreneka was received for an amount of 20.6 million. The Program Manager that is the Chief Director responsible for Transport Operations in the department prepared a payment control form – payment requisition form ...

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: For – to request payment for this invoice and that was approved by the Head of Department but at the time because it was a new financial year.

10 **ADV ZINHLE BUTHELEZI:** Yes.

MS KUTLWANO INGRID PHATUDI: It was 2015/2016 financial year. The department had a - a budget for that and the SLA was signed. So the - the payment was processed based on those documents.

ADV ZINHLE BUTHELEZI: And that amount was paid?

MS KUTLWANO INGRID PHATUDI: Yes ma'am.

ADV ZINHLE BUTHELEZI: Yes and then in 2016 you received another ...

CHAIRPERSON: Before that – I am sorry. So Koreneka's invoice had arrived in March together with the one for SA Express?

20 **MS KUTLWANO INGRID PHATUDI:** Yes Chair. The – yes Chair.

CHAIRPERSON: But because of the fact that you had refused to pay. It was not paid until after the amendment to the agreement?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: And then it was paid in December 2015?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Oh, okay. Now when that one was paid did it come back to you? The process for its payment did it come back to you? Did somebody come and say okay now here is an amended agreement you can now pay. You have no – you have no grounds to refuse.

MS KUTLWANO INGRID PHATUDI: Yes Chair. There was a revised SLA attached and I felt I did not have any further grounds to refuse.

CHAIRPERSON: Hm. Okay, thank you.

ADV ZINHLE BUTHELEZI: So you were then compelled to make that payment in December 2015?

10 **MS KUTLWANO INGRID PHATUDI:** Yes Chair.

ADV ZINHLE BUTHELEZI: Is that the invoice that is attached under Tab 5?

CHAIRPERSON: Well ...

ADV ZINHLE BUTHELEZI: On page 1-13?

CHAIRPERSON: Did you ask her whether she was compelled? What was your question to her?

ADV ZINHLE BUTHELEZI: I am asking if she – was she then compelled or maybe I should rephrase Chair. You then ...

CHAIRPERSON: Well ...

20 **ADV ZINHLE BUTHELEZI:** She said she had no grounds to refuse.

CHAIRPERSON: Ja. You were not compelled – were you? You paid.

MS KUTLWANO INGRID PHATUDI: I paid Chair.

CHAIRPERSON: You were not compelled? You look you – you are not sure whether to say you were compelled or not compelled. I am – she asked you whether you were compelled to pay and you said yes ...

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: And that – that surprised me because I did not expect you to say you were compelled. So I am now wanting to find out whether you meant to say you were compelled or you did not think that answer through?

MS KUTLWANO INGRID PHATUDI: Chair, I – I paid on the basis of the fact that the SLA was there and the program and the HOD had approved.

CHAIRPERSON: Were you compelled then to pay or not?

10 **MS KUTLWANO INGRID PHATUDI:** (No audible reply).

CHAIRPERSON: You paid of your own volition because you saw nothing wrong with the invoice now. Is it not?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay. No I just want to know what the position is. I am – I am not putting you in a corner. I just want to know because if you say you are – you were compelled then we need to know who compelled you and why and so on but if you say no I was not compelled I was satisfied that this was now a payment that could be made and I made it.

20 Then we must know you were not compelled. That is why I am asking you. You understand?

MS KUTLWANO INGRID PHATUDI: Yes Chair I understand.

CHAIRPERSON: Okay, alright. So the – the last position is that you – you were not compelled? You paid because you saw nothing wrong with it?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Yes and on paragraph 37 you deal with the invoice that you received from Koreneka in 2016. Just tell us what happened following receiving this invoice in 2015?

MS KUTLWANO INGRID PHATUDI: Hm.

ADV ZINHLE BUTHELEZI: 2016 – I am sorry.

MS KUTLWANO INGRID PHATUDI: Okay. Chair the next invoice that was received from Koreneka amounting to 15.8 million was received as
10 indicated and ...

CHAIRPERSON: I am sorry. What paragraph of the statement Ms Buthelezi?

ADV ZINHLE BUTHELEZI: It is paragraph 37 Chair.

CHAIRPERSON: 3-7?

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: Okay. Yes.

MS KUTLWANO INGRID PHATUDI: Yes Chair. Before – the invoice was not paid because the department received – was served with a letter from the attorneys representing Ms J C Phiri.

20 **ADV ZINHLE BUTHELEZI:** And who was this J C Phiri?

MS KUTLWANO INGRID PHATUDI: Ms J C Phiri according to the letter received was a partner or – *ja* – a partner to – in Koreneka.

ADV ZINHLE BUTHELEZI: And what happened to this invoice? Was it paid?

MS KUTLWANO INGRID PHATUDI: This invoice was not paid. It was

referred to – the department was instructed to withhold payment until the matter had been resolved between the parties. So to date it has not been paid.

ADV ZINHLE BUTHELEZI: The letter – what was it informing the department?

CHAIRPERSON: You mean to date. You mean up to today it still ...

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: It has not been paid?

MS KUTLWANO INGRID PHATUDI: Yes Chair even ...

10 **CHAIRPERSON:** Okay.

MS KUTLWANO INGRID PHATUDI: To date yes.

ADV ZINHLE BUTHELEZI: Yes. Is it the letter that is appearing under Tab 6 on page 1-14 – 1-15?

MS KUTLWANO INGRID PHATUDI: Yes Chair. That is the letter.

ADV ZINHLE BUTHELEZI: Is it the letter that was informing you of the pending legal litigation between the two parties?

MS KUTLWANO INGRID PHATUDI: Yes Chair. That is the letter.

20 **ADV ZINHLE BUTHELEZI:** Okay, thank you and on page 30 – on paragraph 38 - the same page – you deal with Valotek payment. Who was Valotek?

MS KUTLWANO INGRID PHATUDI: Chair on – sometime in June I received an email – an invoice by email from David Kalisilira which was an – an invoice for Valotek. I at that stage did not know who Valotek was. So I then forwarded that invoice by email to the Program Transport Regulations. By program I mean the end user ...

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: And I specifically asked them who was Valotek was and whether we have a new appointed company. I later got a response by email on the same day ...

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: From Mr (indistinct) who was the Airport Manager at the time ...

ADV ZINHLE BUTHELEZI: And what did it inform you?

MS KUTLWANO INGRID PHATUDI: He informed me that he spoke to
10 Mr Brian van Wyk on that day and he says he – he said in the email that he raised those concerns. Mr van Wyk advised that indeed there is a new management company ...

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: And paperwork to that effect will be presented to the department and he said before the end of business on that day. I then later – I do not – I do not recall after how long whether it was two days or how many days after that I got a letter – a copy of a letter from the Office of the HOD.

ADV ZINHLE BUTHELEZI: Is it the letter that appears under Tab 7 –
20 page 129?

CHAIRPERSON: The invoice that you are talking about now is it one you mentioned in paragraph 38 from Valotek - Valotek?

MS KUTLWANO INGRID PHATUDI: Yes Chair it is ...

CHAIRPERSON: 15 850 ...

MS KUTLWANO INGRID PHATUDI: Yes Chair that (intervenes).

CHAIRPERSON: In terms of the amendment that you told us about?

MS KUTLWANO INGRID PHATUDI: Yes Chair that is the one.

CHAIRPERSON: That amount seems to be the same as the amount in paragraph 37 that you said has not been paid up to now?

ADV ZINHLE BUTHELEZI:

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: Was just – was that just a coincidence? It is exactly the same.

MS KUTLWANO INGRID PHATUDI: It is the equal amount. Yes Chair.

10 **CHAIRPERSON:** So they sent – well the one invoice for 15 850 million came from Koreneka and another one for the same amount came from Valoteck?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Maybe if I may. If you may clarify what was the Koreneka invoice meant for? For what period was it meant for?

MS KUTLWANO INGRID PHATUDI: The Koreneka invoice was for the 2016/2017 financial year.

20 **ADV ZINHLE BUTHELEZI:** For how long? Was it for the whole year – for ...?

MS KUTLWANO INGRID PHATUDI: For the year.

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: And Koreneka was servicing which airport?

CHAIRPERSON: Was the agreement involving Koreneka not one for

both or was there – were there separate agreements? I cannot remember now.

MS KUTLWANO INGRID PHATUDI: It is separate agreements Chair.

CHAIRPERSON: Oh separate agreements?

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: But Koreneka was to be involved in both airports – Pilanesberg and Mafikeng?

ADV ZINHLE BUTHELEZI: Yes.

MS KUTLWANO INGRID PHATUDI: I cannot remember.

10 **CHAIRPERSON:** You cannot remember?

MS KUTLWANO INGRID PHATUDI: Hm.

CHAIRPERSON: Okay.

MS KUTLWANO INGRID PHATUDI: I do not remember for which airport.

ADV ZINHLE BUTHELEZI: Yes but ...

CHAIRPERSON: That is fine.

ADV ZINHLE BUTHELEZI: Considering the evidence of Mr Phiri Koreneka was servicing both Mafikeng and Pilanesberg when this project started. Let us go to the letter that you received from
20 Mr van Wyk. It appears on page 129 of the bundle under Tab 7.

CHAIRPERSON: Before that you said that the invoice relating to Koreneka for 15 850 million was for the 2015/2016 financial year. Is that right or was it just for 2016? Was it countered according to financial year or just the calendar year?

MS KUTLWANO INGRID PHATUDI: It – it is supposed to be counted

for financial year.

CHAIRPERSON: Financial year.

MS KUTLWANO INGRID PHATUDI: Yes.

CHAIRPERSON: You say it was for 2015/2016 financial year for Koreneka?

MS KUTLWANO INGRID PHATUDI: 2016 ...

ADV ZINHLE BUTHELEZI: 2016/2017.

MS KUTLWANO INGRID PHATUDI: 2016/2017.

CHAIRPERSON: 2016/2017?

10 **MS KUTLWANO INGRID PHATUDI:** Yes, yes.

CHAIRPERSON: And the one for Valoteck was it for the same financial year or not?

MS KUTLWANO INGRID PHATUDI: It was for the same financial year Chair.

CHAIRPERSON: And would it have been for the same services – do you know?

MS KUTLWANO INGRID PHATUDI: I will need to confirm but I – I will ...

CHAIRPERSON: You will need to confirm?

20 **MS KUTLWANO INGRID PHATUDI:** *Ja*.

CHAIRPERSON: Okay.

MS KUTLWANO INGRID PHATUDI: I think it would be for different airports. I need ...

CHAIRPERSON: Yes, okay.

MS KUTLWANO INGRID PHATUDI: I need to confirm.

CHAIRPERSON: Same services in different airports?

MS KUTLWANO INGRID PHATUDI: Different airports yes Chair.

CHAIRPERSON: *Ja*, okay.

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Yes. If you can go to a letter on page 129 is that the letter that you are referring – you were referring to?

MS KUTLWANO INGRID PHATUDI: Yes Chair. The letter that I was referring to was the letter that confirmed to the department that – or that notified the department that Valotek Facilities Management was
10 appointed for – *ja* – for Mafikeng International Airport.

ADV ZINHLE BUTHELEZI: Yes and the invoice that you – you were referring to is it the invoice that is on page 128? Just go backwards one page.

MS KUTLWANO INGRID PHATUDI: (Intervenes).

ADV ZINHLE BUTHELEZI: There is an invoice from Valotek for R15 850 million.

MS KUTLWANO INGRID PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: And this amount – 15 ...

CHAIRPERSON: I am sorry. The invoice is the one immediately after
20 the letter?

MS KUTLWANO INGRID PHATUDI: Before.

ADV ZINHLE BUTHELEZI: Just before the letter.

CHAIRPERSON: Before?

ADV ZINHLE BUTHELEZI: On page 1-2-8.

CHAIRPERSON: Oh, yes.

ADV ZINHLE BUTHELEZI: Yes. This amount of 15 850 was it for the whole year or does it cover part of the year? Do you know?

MS KUTLWANO INGRID PHATUDI: The – the amount of 15 ...

CHAIRPERSON:

ADV ZINHLE BUTHELEZI: 15 850.

MS KUTLWANO INGRID PHATUDI: It is for the entire – it is supposed to be for the entire financial year.

ADV ZINHLE BUTHELEZI: Yes. If then Valotek submitted this invoice in June 2016 you had already gotten an invoice from Koreneka for the
10 same amount. What informed – or maybe I should first ask – was this invoice paid?

MS KUTLWANO INGRID PHATUDI: The one for ...?

ADV ZINHLE BUTHELEZI: The one for Valotek.

MS KUTLWANO INGRID PHATUDI: Yes the one for Valotek was paid.

ADV ZINHLE BUTHELEZI: Yes. What then informed your decision to pay this invoice because you already received another invoice from Koreneka that was still pending?

MS KUTLWANO INGRID PHATUDI: Chair the – the program responsible for the function confirmed that the Valotek payment was
20 for Mafikeng Airport and there was – I do not have the letter in the file here but there was communication to say Koreneka was now responsible for – for Pilanesberg. So this payment was for Mafikeng Airport and the claim for Koreneka then would be for Pilanesberg.

ADV ZINHLE BUTHELEZI: Okay. So the 15 850 charged by Koreneka is for Pilanesberg and this was for Mafikeng?

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Okay.

CHAIRPERSON: I see that the letter from SA Express which is dated June 2016 without giving the actual date says to the Head of your department that they were notifying the department of the appointment of Valotek Facilities Management as the handling company for Mafikeng International Airport and then it says:

“SA Express has sent through the signed contract to the department.”

10 One, do we know when – I see there is a stamped – date stamp there in terms of payment but I cannot read its – its – one cannot see the date. At this stage – at the stage of the payment of this amount of R15 850 million to Valotek was there already a – a contract between Valotek and the department?

MS KUTLWANO INGRID PHATUDI: Chair the department did not have a contract with the ...

CHAIRPERSON: Valotek.

MS KUTLWANO INGRID PHATUDI: Managing companies.

CHAIRPERSON: Because it had given that power to SA Express?

20 **MS KUTLWANO INGRID PHATUDI:** Yes. They were appointed by SA Express.

CHAIRPERSON: Yes but ...

ADV ZINHLE BUTHELEZI: So ...

CHAIRPERSON: At the time of payment had – was there – had the department being notified officially that there was a new company that

SA Express had appointed?

MS KUTLWANO INGRID PHATUDI: Yes Chair. It is the letter that we have just talked about.

CHAIRPERSON: So when – when payment was made this letter had already arrived?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Oh, okay. So – so we – we can take it that that letter although not dated was received prior to ...

MS KUTLWANO INGRID PHATUDI: Payment.

10 **CHAIRPERSON:** Prior to 7 July 2016 which seems to be when payment was made. Is that right?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay. Yes, alright.

ADV ZINHLE BUTHELEZI: Thank you and on paragraph 39 you were dealing with that – that was appointing – informing you of the appointment of Valotek?

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Let us go to paragraph 40.

MS KUTLWANO INGRID PHATUDI: Yes.

20 **ADV ZINHLE BUTHELEZI:** Ms Phatudi. On paragraph 40 you deal with MAMCO. Please tell us who was MAMCO?

MS KUTLWANO INGRID PHATUDI: My apologies Chair. I am looking for the letter - they do not assist me - to respond to the question who is MAMCO. Okay.

ADV ZINHLE BUTHELEZI: If I may assist. Look at page 1-35.

MS KUTLWANO INGRID PHATUDI: 1-35 yes.

ADV ZINHLE BUTHELEZI: Under Tab 9.

MS KUTLWANO INGRID PHATUDI: Yes ma'am.

ADV ZINHLE BUTHELEZI: It is a letter from SA Express directed to Mr Chuma.

MS KUTLWANO INGRID PHATUDI: Yes Chair the department later received a letter dated 29 March 2017 where – where it – from SA Express. Informing the HOD that SA Express has appointed a company - Mafikeng Airport Management Company MAMCO –as the company that
10 will be doing ground handling services at Mafikeng Airport.

ADV ZINHLE BUTHELEZI: And who – who – from who this letter was from?

MS KUTLWANO INGRID PHATUDI: Hm.

ADV ZINHLE BUTHELEZI: At SA Express?

MS KUTLWANO INGRID PHATUDI: The letter was from SA Express and it was signed but it signed by the Chief Executive Officer Inati Ntshanga.

ADV ZINHLE BUTHELEZI: Okay and on paragraph 41 you deal with the payment of 15 8 million that was made to PAMCO.

20 **MS KUTLWANO INGRID PHATUDI:** And then PAMCO is a management company which was appointed around – yes – around the same time. Maybe there was two months or a month apart ...

ADV ZINHLE BUTHELEZI: Okay.

MS KUTLWANO INGRID PHATUDI: From the MAMCO appointment.

ADV ZINHLE BUTHELEZI: Yes. Let us first deal with the payment that

was made to MAMCO for R15.8 million at KP10. For which year was this payment made for? The payment pack appears under Tab 10 on page 137.

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Payment pack.

MS KUTLWANO INGRID PHATUDI: The – the amount paid for MAMCO was for the 2017/2018 financial year.

ADV ZINHLE BUTHELEZI: And it was for which airport?

MS KUTLWANO INGRID PHATUDI: It was Mafikeng Airport.

10 **ADV ZINHLE BUTHELEZI:** Okay. Then on the next paragraph you deal with PAMCO – the company that you said was appointed around the same time. Who – how were you informed of the appointment of this company?

MS KUTLWANO INGRID PHATUDI: The – the Chief Executive Officer – Mr Inati Ntshanga – wrote a letter to the HOD for the Department of Community, Safety and Transport. At the time it was Acting Buti Chuma and informing him that SA Express has appointed a management company effective from 16 April 2017.

20 **ADV ZINHLE BUTHELEZI:** Is that the letter that appears under Tab 11 on page 149?

MS KUTLWANO INGRID PHATUDI: Yes Chair that is the one.

ADV ZINHLE BUTHELEZI: And for which airport was this company appointed for ...

MS KUTLWANO INGRID PHATUDI: The ...

ADV ZINHLE BUTHELEZI: According to that letter?

MS KUTLWANO INGRID PHATUDI: According to this letter it was for Pilanesberg Airport.

ADV ZINHLE BUTHELEZI: Yes and it appears that you received an invoice for this company as well and the payment pack is attached as KP12.

MS KUTLWANO INGRID PHATUDI: Yes Chair.

ADV ZINHLE BUTHELEZI: And when was this invoice received?

MS KUTLWANO INGRID PHATUDI: The invoice was – the invoice was dated 22 May.

10 **ADV ZINHLE BUTHELEZI:** Yes and the payment – when it was released? It is on the same paragraph 43 Ms Phatudi.

MS KUTLWANO INGRID PHATUDI: Sorry Chair.

ADV ZINHLE BUTHELEZI: The date is on paragraph 43. The date when you received the payment.

MS KUTLWANO INGRID PHATUDI: Oh it was 28 June – the release – the release date of the payment.

ADV ZINHLE BUTHELEZI: Yes and the letter on page 149 states that this - this company was appointed for Pilanesberg.

MS KUTLWANO INGRID PHATUDI: Yes.

20 **ADV ZINHLE BUTHELEZI:** But if you go to page 161 on that payment pack for MAMCO the contract attached – for PAMCO sorry – it says – on page 161 if you look under the third line there – there is a line there that says – that deals with location.

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: It says for location North West Province

Airport Operations and then is says Mafikeng.

MS KUTLWANO INGRID PHATUDI: Ja. Chair, I – I do not know whether this is a mistake or what but what I know is that PAMCO is servicing Pilanesberg Airport.

ADV ZINHLE BUTHELEZI: So that Mafikeng contract was supposed to Pilanesberg not Mafikeng?

MS KUTLWANO INGRID PHATUDI: Yes ma'am – yes Chair.

ADV ZINHLE BUTHELEZI: So PAMCO was servicing ...

MS KUTLWANO INGRID PHATUDI: Pilanesberg.

10 **ADV ZINHLE BUTHELEZI:** Pilanesberg?

MS KUTLWANO INGRID PHATUDI: Yes.

ADV ZINHLE BUTHELEZI: Okay.

CHAIRPERSON: And that is now as a matter of fact?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Yes and those are all companies or management companies that you paid for the duration of this contract. Is it?

MS KUTLWANO INGRID PHATUDI: Yes Chair.

20 **ADV ZINHLE BUTHELEZI:** Yes. Earlier on in your evidence you testified that when I asked you who was negotiating the Service Level Agreement for SA Express your answer ...

MS KUTLWANO INGRID PHATUDI: (Intervenes).

ADV ZINHLE BUTHELEZI: Was – it was Mr van Wyk.

MS KUTLWANO INGRID PHATUDI: Oh. Chair that was a mistake. I

though the question was who was the – the contact or who was representing SA Express in meetings not necessarily on the SLA. As a point of correction the SAL was signed on behalf of the SA Express by the CEO.

MS KUTLWANO INGRID PHATUDI: Inati ...

CHAIRPERSON: Mr Ntshanga.

MS KUTLWANO INGRID PHATUDI: Mr Ntshanga.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: *Ja.*

- 10 **ADV ZINHLE BUTHELEZI:** Which meetings did Mr van Wyk represent SA Express?

MS KUTLWANO INGRID PHATUDI: Firstly at the Sun City Meeting – he is the one who was making a presentation on behalf of SA Express.

ADV ZINHLE BUTHELEZI: Yes. Ms Phatudi considering the figures that we agreed to and that were paid to various management companies and the evidence of Mr Phiri – you were here at the hearing yesterday. That these figures were inflated or they were higher than the – the gazetted figures for – for similar services. What is your – your view or your opinion on the – on that issue?

- 20 **MS KUTLWANO INGRID PHATUDI:** Chair as indicated when I was talking to the advice on were going out on tender that as a department at the time we did not have – we had not had any contract - aviation contract before. So this was the first contract and we did not know what is on the market, what were the going rates and the presentation that was made by Mr Phiri yesterday it was for the first time that I

heard about the rates that are on the market.

So yes as compared to what he was presenting these amounts are huge.

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: And you – are you saying that as the department you were not aware of the amounts that ought to be charged for such services?

MS KUTLWANO INGRID PHATUDI: I was not aware Chair of ...

CHAIRPERSON: Of the so called gazetted rates?

10 **MS KUTLWANO INGRID PHATUDI:** Yes Chair.

CHAIRPERSON: (Background noise).

ADV ZINHLE BUTHELEZI: Yes. Please tell us about what led to the grounding of SA Express flights in Mafikeng and Pilanesberg.

MS KUTLWANO INGRID PHATUDI: The grounding of the SA Express on 24 May my understanding was that it – it was grounded due to non-compliance to regulations. However I do not have more information on that.

ADV ZINHLE BUTHELEZI: And the – the – as the department was it aware that there were certain regulations that had to be complied with
20 before this project was initiated?

MS KUTLWANO INGRID PHATUDI: The – the – *ja* – the airport management and the Transport Regulations Chief Directorate would have known of the regulations for policies or directives that regulate aviation.

ADV ZINHLE BUTHELEZI: Ms Phatudi you received a notice in terms

of Rule 3.3 informing you that you were implicated – in fact you were here at the hearing – by the evidence of Mr Ngwenya in that Mr Ngwenya testified that on the meeting that he had with Ms Tlatsana who would be one of our witnesses he was – he listened to voice recordings.

In those recordings it was mentioned that you were one of the people who was to be paid or who got financial benefit from Mr van Wyk (background noise). I am asking from what was paid by the department to you.

10 **MS KUTLWANO INGRID PHATUDI:** Yes Chair. I confirm that I was served with a Rule 3.3 Notice as you indicated. I also had an opportunity to listen to the recordings wherein I understood the content – the content of the recording to be saying or alleging that - whoever was talking on that recording – alleging that they need to pay the CFO amongst other people that he mentioned. I need to – to categorically state that I never had any one on one meetings with any of the people mentioned in that allegation that is in Mr

CHAIRPERSON: In the recorded conversation?

MS KUTLWANO INGRID PHATUDI: In – both in the recorded
20 conversation and in the affidavit of Mr ...

ADV ZINHLE BUTHELEZI: Mr van Wyk?

MS KUTLWANO INGRID PHATUDI: No, no the affidavit.

ADV ZINHLE BUTHELEZI: Mr Ngwenya?

MS KUTLWANO INGRID PHATUDI: Ja, of Mr Ngwenya because what I was given was the affidavit of Mr Ngwenya and it – it stated ...

CHAIRPERSON: Yes.

MS KUTLWANO INGRID PHATUDI: Ja. It stated that it was a conversation between Ms Tlatsana and Mr van Wyk.

CHAIRPERSON: Hm.

MS KUTLWANO INGRID PHATUDI: I know Ms Tlatsana because we come from Mafikeng.

CHAIRPERSON: Hm.

MS KUTLWANO INGRID PHATUDI: She is a businesswoman in Mafikeng. I know her.

10 **CHAIRPERSON:** Hm.

MS KUTLWANO INGRID PHATUDI: Mr van Wyk I only saw him for the first time when the department was contracting or was engaging with SA Express for this contract. I need to confirm Chair that I never received any money. I was never offered any money. I never asked anybody to ask for money on my behalf from any – from these people or any of the service providers that served the department.

So this – this allegation is not true. I have never received. I was never promised. I never asked for money from anybody, yes.

20 **ADV ZINHLE BUTHELEZI:** Yes. Ms Phatudi seeing that this irregular contract was being concluded by your department at the time why you did not report to anyone what was going on at your department?

MS KUTLWANO INGRID PHATUDI: Chair I did not know. I would not know who to report to because as I mentioned the departments that were involved – Treasury was there, Office of the Premier was there. So I really had no – I would not know who to report to, yes Chair.

ADV ZINHLE BUTHELEZI: Chair Ms Phatudi has prepared and affidavit. It has been added to the bundle in response to the Rule 3.3. It – it is appearing from page 378 of the bundle up to 380, thank you. Chair that will be all.

CHAIRPERSON: Does – the affidavit - what does the affidavit say? Does it say what she has just said?

ADV ZINHLE BUTHELEZI: Yes. It is saying what she has just said.

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: She is denying ...

10 **CHAIRPERSON:** Are – are the investigators looking into the matter ...

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: To see – because if there is an allegation that she was to be paid that should be looked into because if somebody was falsely alleging that she was part of an arrangement in terms of which she was to be paid monies that were unlawful.

ADV ZINHLE BUTHELEZI: Yes.

CHAIRPERSON: That should be looked into and if she did indeed receive money or was party to such an arrangement that should also be looked into.

20 **ADV ZINHLE BUTHELEZI:** It is.

CHAIRPERSON: So we now have a situation where one witness or rather where there is some allegation. She has come and taken the witness stand and under oath said she never received anything. She never asked anybody to pay her anything. So what it means is that that should be looked and investigated and ultimately so that – so that

ultimately a pronouncement can be made whether she did or she did not and if she did not then the person who made that allegation falsely needs to be – to deal with that, okay.

ADV ZINHLE BUTHELEZI: It will be looked into Chair, thank you.

CHAIRPERSON: *Ja.*

ADV ZINHLE BUTHELEZI: Chair that will be all ...

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: Questions that I have for this witness.

CHAIRPERSON: Thank you very much Ms Phatudi for coming to share
10 evidence and what – what you know and so on about these transactions. You may be asked to come back. The investigators will look into this allegation ...

MS KUTLWANO INGRID PHATUDI: That is fine.

CHAIRPERSON: And I am sure you will come back if you are asked to come back.

MS KUTLWANO INGRID PHATUDI: I will Chair.

CHAIRPERSON: Okay.

ADV ZINHLE BUTHELEZI: Chair I have ...

CHAIRPERSON: Hm.

20 **ADV ZINHLE BUTHELEZI:** Gotten confirmation that the information relating to the payment of R15 million has already been requested ...

CHAIRPERSON: Hm.

ADV ZINHLE BUTHELEZI: At the Office of the Premier North West.

CHAIRPERSON: Oh, okay.

ADV ZINHLE BUTHELEZI: The request was made on 24 May this year.

CHAIRPERSON: Yes.

ADV ZINHLE BUTHELEZI: We have not received any response as at yet.

CHAIRPERSON: Yes, okay.

ADV ZINHLE BUTHELEZI: Okay Chair ...

CHAIRPERSON: No that is fine. That is – that is important. We need to know how it got to be paid. Okay, thank you. You are excused Ms Phatudi.

MS KUTLWANO INGRID PHATUDI: Thank you Chair.

10 **CHAIRPERSON:** Thank you.

ADV ZINHLE BUTHELEZI: Chair the next witness will be Ms Tlatsana who will be led by Ms Hofmeyr. We request a five minute break to prepare for the next witness.

CHAIRPERSON: Yes we will – let us make it 10 because we were going to take a break anyway. Let us make it 10 minutes. So we will resume let us say 10 to four. It is going to be about 12 minutes or so. We adjourn.

REGISTRAR: All rise.

INQUIRY ADJOURNS

20 **INQUIRY RESUMES**

CHAIRPERSON: Are you ready Ms Hofmeyr?

ADV KATE HOFMEYR: Indeed Chair.

CHAIRPERSON: Okay, thank you.

ADV KATE HOFMEYR: Thank you, Chair our next witness is Ms Tlatsana, may I request that she be sworn in and then we can

commence with her evidence.

CHAIRPERSON: Thank you, please swear her in or administer the affirmation.

REGISTRAR: Please state your full names for the record.

WITNESS: My name is Babadi Tlasana.

REGISTRAR: Do you have any objections to taking the prescribed oath?

MS BABADI TLASANA: None.

REGISTRAR: Do you consider the oath to be binding on your
10 conscience?

MS BABADI TLASANA: Yes.

REGISTRAR: Please solemnly swear that all the evidence that you give here will be the truth, the whole truth, nothing but the truth. If so please raise your right hand and say so help me God.

MS BABADI TLASANA: So help me God. (duly sworn, states)

CHAIRPERSON: Thank you. You may proceed Ms Hofmeyr.

ADV KATE HOFMEYR: Thank you Chair. Ms Tlatsana just to orientate you with what's in front of you at the witness table, you will have two files open in front of you, those are the files that comprise
20 your evidence and then there are two further documents available to you, they are files containing the evidence of two other witnesses which I'll make reference to at various points and ask you just to take out and have in front of you.

MS BABADI TLASANA: Okay.

ADV KATE HOFMEYR: Chair, in terms of the bundles Ms Tlatsana's

evidence is contained in what we propose to be marked Exhibit DD8 (A) and (B), it's in two parts.

CHAIRPERSON: The lever arch file containing Ms Tlatsana's affidavit/statement will be marked Exhibit DD8 (A) and the other lever arch file which has got annexures – certain annexures – are there two statements for her?

ADV KATE HOFMEYR: There are indeed Chair.

CHAIRPERSON: The other lever arch file containing a statement by Ms Tlatsana, that I dated the 6th of May 2019 and annexures will be
10 marked DD8 (B).

ADV KATE HOFMEYR: Thank you Chair.

CHAIRPERSON: But- oh I think there may have been something incorrect in what I said, because the one marked DD8 (A) doesn't look like it has a statement as such but it seems to have an answering affidavit.

ADV KATE HOFMEYR: It does.

CHAIRPERSON: Yes so the lever arch file that I said should be marked DD8 (A) contains an answering affidavit deposed to by Ms Tlatsana on behalf of Koreneka Trading and Projects CC in proceedings
20 in the High Court in North West under case number M178/2018 that is the lever arch file that will be marked DD8 (A).

ADV KATE HOFMEYR: Thank you Chair and just to clarify Ms Tlatsana, those two resources that we have in the bundle for your evidence today, are first of all an affidavit that you depose to in the High Court proceedings that the Chair has just referred to, can you

confirm that?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And then the second affidavit you'll find in the (B) volume, the other file in front of you and just to confirm that, that is a statement as the Chair has indicated – well at least an affidavit that you deposed to on the 6th of May 2019, can you confirm that?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: Thank you, Chair we are working with those
10 two sources for Ms Tlatsana's evidence today because we had not been favoured with a completed statement in relation to the matters that are going to form the subject matter of her evidence because of that we decided at a point last week to simply use these two resources which we had available to us previously and the intention today is to use the as the basis for the evidence but then ask her further questions that we have engaged previously with Ms Tlatsana on but which had not been reduced to an affidavit or statement in time for her evidence, so with your leave that's the way we'll approach it.

CHAIRPERSON: Ja, no that's fine.

20 **ADV KATE HOFMEYR:** Thank you Chair. Ms Tlatsana I'd like to start off then...(intervention).

CHAIRPERSON: Are we going to use them sequentially?

ADV KATE HOFMEYR: We will.

CHAIRPERSON: Okay so we start with A?

ADV KATE HOFMEYR: We start with A indeed and almost

exclusively A there are one or two reasons why we'll dip into B but we'll predominantly be in A and then Chair and Ms Tlatsana just one or two other technical aspects in advance of the evidence, there will be a portion of the evidence this afternoon where we will listen to recordings and I'll ask the assistance of the Commission's representatives to help us with that. There will also be, on two occasions one document from the bundle that will be projected onto the screens, it's the important document, Chair, you'll recall from Mr Ngwenya's evidence which is alleged to have been the hand written notes that were made by Mr van Wyk in his meeting with Ms Tlatsana at the Spur restaurant. What will be important in the course of that part of the testimony is for Ms Tlatsana to tell us what she understood Mr van Wyk to be communicating by what he wrote and so for that purpose we will ask for the able assistance of a pointer on the screen to those parts but Chair we will hand up to you and to the witness at the time, a hard copy as well of that document and the only other thing that we will be projecting is a flow of funds diagram that has been prepared by the Commission, not by Ms Tlatsana but she has been shown it in advance of the evidence and we will ask her to talk through those aspects of it in respect of which she has personal knowledge but it was our sense to aid the receipt of this evidence and particularly an overarching sense of where money came from, where it went to and where it ended up, it would be useful to represent that graphically and so that will also be handed in at the appropriate point.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: Thank you Chair.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: Ms Tlatsana if we may then commence at Exhibit DD8 (A) which is the big file in front of you and if you'll turn to page 9 of that document and you'll be working with the pagination at the top right-hand corner, which is sometimes different to the pagination in the internal page. So you'll see where it says BT009 are you on that page? If you look up at the top right.

MS BABADI TLASANA: Yes.

10 **ADV KATE HOFMEYR:** Are you at BT009?

MS BABADI TLASANA: Ja.

ADV KATE HOFMEYR: So that's the consistent pagination in the files, so when I say page 9 you'll just look for BT009 and following, is that alright.

MS BABADI TLASANA: Okay

ADV KATE HOFMEYR: Thank you. So we start at that part of your affidavit in the High Court proceedings with you setting out the background to your engagements with the North West, your idea about servicing the airports and rejuvenating the tourism in the industry as I
20 understand your affidavit, please could you tell us about that background, where did the idea come from, what did it involve and who did you speak to about it?

MS BABADI TLASANA: Good afternoon Chair.

CHAIRPERSON: Good afternoon Ms Tlatsana.

MS BABADI TLASANA: Yes it all started – the company started in

2007 as it's stated here with regard to this contract that Koreneka ended up into, it all started in 2014 when there were canvasses of the elections, ANC was canvassing that there's going to be changes of lives, business opportunities and stuff like that...(intervention).

CHAIRPERSON: That is ahead of the 2014 general election?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay.

MS BABADI TLASANA: And my village where I come from, I come from – my parents are coming from Localeng Village, Localeng Village
10 is a village where the airport is and that's where...(intervention).

CHAIRPERSON: Which one of the two airports?

MS BABADI TLASANA: Mafikeng Airport.

CHAIRPERSON: Okay.

MS BABADI TLASANA: Yes and as a businesswoman I find that to be an opportunity for Mafikeng Airport and I heard that Pilansberg is not doing anything and Mafikeng, we are seeing it everyday is getting dilapidated what is it that we can do and then it came now when the Premier was elected as the Premier of the North West Mahumapelo and then when he comes, immediately when he enters the office he spoke
20 about "saamwerk, saamtrek".

CHAIRPERSON: He spoke about?

MS BABADI TLASANA: "Saamwerk, saamtrek".

CHAIRPERSON: Oh "saamwerk, saamtrek".

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay.

MS BABADI TLASANA: And repositioning, rebranding, renewing and that means...(intervention).

CHAIRPERSON: Maybe you can just explain what you understood, “saamwerk, saamtrek, to mean for the benefit for those...(intervention).

MS BABADI TLASANA: Yes “saamwerk, saamtrek”, come let’s work together let’s pull this whole thing together.

CHAIRPERSON: Ja it’s like let’s pull together, let’s work together it’s Afrikaans for it.

MS BABADI TLASANA: Yes I’m not that good with Afrikaans.

10 **CHAIRPERSON:** Well I used to be very good when I was at secondary school but I’m really bad now but I can understand “saamtrek, saamwerk”.

MS BABADI TLASANA: Yes and then here comes repositioning, renewing, rebranding and our city is going down every day and we are there as citizens and what...(intervention).

CHAIRPERSON: This is the Premier talking?

MS BABADI TLASANA: No, no...(intervention).

CHAIRPERSON: That’s what was going on in your mind?

MS BABADI TLASANA: That’s what was going in my mind and what is
20 it that we can do to assist and alleviate just to take our city to a better level and then...(intervention).

CHAIRPERSON: Maybe raise your voice a little bit, maybe bring the mic a little closer as well so that everybody can hear you.

MS BABADI TLASANA: Hello, is it better?

CHAIRPERSON: I think bring – just raise your voice it should be fine.

MS BABADI TLASANA: Okay, alright, yes and rebranding and then yes here are the airports what is it that we can do and then I came with this mind, I was in love with SAA, South African Airways, and then I approached SAA, South African Airways and South African Airways made mention that no, no they are not doing the local flights for small airports especially for small airports mainly concern on the international and big airports going out of the country and I called the switchboard, that's where I got the information because I was referred – I don't remember well but I ended up talking with people there and

10 then I was referred to try Mango, try Fly SA, try SA Express (indistinct) South African and then okay fine, let me try SA Express because I once saw the flights of Mango they were always small and , you know, people would complain about them, which were the flights that were local and then here is SA Express. Okay fine and then I got the number for SA Express and then I called SA Express to find out what is it that – to bring my idea on the table and then I called SA Express and then I was put to General Manager for commercial and – communication and commercial in SA Express...(intervention).

CHAIRPERSON: Just to make sure I understand the earlier part of

20 your evidence is the position that you got this idea of being involved in getting a resumption of flights to Mafikeng during the election campaigns of the ANC or is the position that you got this idea after hearing the Premier after he became Premier in 2014, speaking?

MS BABADI TLASANA: No, no okay, no sir, the idea has always been there but now we didn't know who to talk to, who to approach especially

with this kind of business.

CHAIRPERSON: Yes okay, no that's fine, continue...(intervention).

MS BABADI TLASANA: Now when the energetic Premier comes in of "saamwerk, saamtrek" reposition, this made a lot of sense, you know to approach and try and find out if maybe, this thing where can we go with and I ended up at SA Express and then I was referred to the General Manager for communication and – ja Mr van Wyk, communication and ...(intervention).

ADV KATE HOFMEYR: Commercial I think it is.

10 **MS BABADI TLASANA:** Commercial yes and commercial, thank you very much Kate and commercial...(intervention).

CHAIRPERSON: Maybe because you are mentioning Mr van Wyk for the same time do you want to specify his name as well?

MS BABADI TLASANA: Yes Mr (indistinct) van Wyk – Brian van Wyk.

CHAIRPERSON: Mr Brian van Wyk.

MS BABADI TLASANA: Yes Mr Brian van Wyk.

CHAIRPERSON: His other name is Tebogo.

MS BABADI TLASANA: Yes his other name is Tebogo.

CHAIRPERSON: Okay alright.

20 **ADV KATE HOFMEYR:** Chair we did read that into the record the other day so we should have the spelling for it.

CHAIRPERSON: Yes, okay continue.

MS BABADI TLASANA: Okay and I managed to get him and I saw the idea that here are the airports and what we – I was thinking of – because the interest with these airports is to bring flights inside

Mafikeng and Pilansberg, we used to travel before then – there used to be another airline, I think it was – I don't know if it was Fly what, what and then the next thing it just disappeared that airline and then by then it used to work very well because we use to use it, my people – my people used to use it to go – I used to take people halfway to the airport and now it kept quiet and what is it that we can do and then Mr van Wyk said, this is a brilliant idea, bring a proposal forward and then I went back to go and try get the proposal to send it forward to him. I remember I approached two/three people, those gentlemen were
 10 specialists in drafting the proposals even though I didn't win about it but I drafted mine with the idea because the idea was just for the airline – for the flights to come in to eliminate the travelling of us because before during (indistinct) we would fly to Sun City we would fly to Joburg, it would be easy, so that was just the idea of approaching SA Express.

ADV KATE HOFMEYR: Ms Tlatsana can I just get clear, what was your proposal for the work that Koreneka would do in relation to these flights that you wanted to bring into the north West?

MS BABADI TLASANA: Thank you very much, the idea for that to
 20 bring into the North West was just to do the marketing and the flight of the passengers to be able to get them tickets if they need tickets because now I know that people would be buying tickets from Pick 'n Pay and stuff like that, that was just to do the administration of the flights, flights to come in and go out. I didn't even have an – didn't know about this thing of ground handling to me the ground handling

name was not there, to me the name was just let the airline be in operation let us just be getting the flights into the province.

CHAIRPERSON: Ms Hofmeyr has just mentioned Koreneka, that was your Close Corporation, is that correct.

MS BABADI TLASANA: Yes sir.

CHAIRPERSON: How long had you had the Close Corporation when you approached SA Express?

MS BABADI TLASANA: From 2007.

CHAIRPERSON: From 2007?

10 **MS BABADI TLASANA:** Yes.

CHAIRPERSON: Were you the sole member of the Close Corporation when you approached SA Express?

MS BABADI TLASANA: Yes Chair I was.

CHAIRPERSON: Had you been the sole member of the corporation since inception?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay right, thank you, you may proceed.

ADV KATE HOFMEYR: Ms Tlatsana so you – as I have your evidence you put together a proposal that Mr van Wyk had asked you to prepare
20 is that correct?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And what did the proposal detail?

MS BABADI TLASANA: The proposal was for the flights to come in the airport and to do the administration of the passengers and the hostess – the people that would be helping – not necessarily the hostess, I

don't know how to call the name but these officers...(intervention).

CHAIRPERSON: You – is the position that what you were proposing to SA Express was that your Close Corporation would take care of whatever needed to be done in order to process passengers when they arrive at the airport building up to when they board the plane.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And you just wanted that there should be aeroplanes that would come in take people out, bring people back, you were going to – your company, your Close Corporation would take care of whatever
10 needs to be done to process the passengers.

MS BABADI TLASANA: Just that Chair.

CHAIRPERSON: That's what you had in mind.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: What it was called you didn't know.

MS BABADI TLASANA: No I didn't know what it was called.

CHAIRPERSON: Ja but you knew that's what you wanted to do.

MS BABADI TLASANA: Just to do the administration yes Chair.

CHAIRPERSON: Yes just before Ms Hofmeyr proceeds from there, before you approached SA Express, is there any work that Koreneka
20 had been doing or had done since it's inception, is there any business in which it had been involved or in which it was involved at that time?

MS BABADI TLASANA: Yes, Koreneka before we were – I was assisting one company to deliver their meat and the vegetables in the hospitals in the province.

CHAIRPERSON: Yes and did it have staff?

MS BABADI TLASANA: You mean Koreneka?

CHAIRPERSON: Employees, Koreneka, at the time you approached SA Express did it have employees already.

MS BABADI TLASANA: Yes, no, no I think we were just three people because it was just the driver and the person who was loading the meat there.

CHAIRPERSON: Yes, so at the time you approached SA Express you were – your Close Corporation was still involved in the business of delivering meat to hospitals.

10 **MS BABADI TLASANA:** No, no not by then.

CHAIRPERSON: Okay it had finished doing that?

MS BABADI TLASANA: Yes it had finished doing that.

CHAIRPERSON: Was it busy with any particular business at that time?

MS BABADI TLASANA: No, no Chair.

CHAIRPERSON: It was not?

MS BABADI TLASANA: No Chair.

CHAIRPERSON: How long before you approached SA Express had it finished doing that business?

20 **MS BABADI TLASANA:** Oh my God, I don't know, I will end up speculating really.

CHAIRPERSON: You can't remember, about a year before about two years before, about three years before?

MS BABADI TLASANA: I don't know I think it could be two years, three years.

CHAIRPERSON: It could be two years, three years?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Was that the only business in which it had been involved between its inception and your approach to SA Express?

MS BABADI TLASANA: Yes that was just the only business...(intervention).

CHAIRPERSON: Yes and that was for how long if you are able to remember it being involved of that business of delivering meat to hospitals.

10 **MS BABADI TLASANA:** Chair it's not good to...(intervention).

CHAIRPERSON: A year, two years, three years, four years...(intervention).

MS BABADI TLASANA: No, no I think it's less than a year.

CHAIRPERSON: Less than a year?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay, that's the only thing it had done?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay and it had involved about two employees plus yourself?

20 **MS BABADI TLASANA:** Yes because it was just to deliver meat.

CHAIRPERSON: No that's fine, thank you, please proceed Ms Hofmeyr.

ADV KATE HOFMEYR: Thank you Chair indeed, Ms Tlatsana can I just clarify in relation to – the Chair's question focused on Koreneka itself and what that Close Corporation was doing prior to 2014, but can

I ask, in addition, you yourself, had you been – whether in your personal capacity or through other businesses involved in government tendering prior to 2014.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And what was that?

MS BABADI TLASANA: It was construction I would – before I would be doing catering – some small catering but mainly it was construction.

ADV KATE HOFMEYR: And was that through Koreneka, the Close Corporation?

10 **MS BABADI TLASANA:** No, no.

ADV KATE HOFMEYR: So how did you do that business?

MS BABADI TLASANA: It's another company.

ADV KATE HOFMEYR: And its name?

MS BABADI TLASANA: Kenk Suppliers and Distributors.

ADV KATE HOFMEYR: So you were familiar...(intervention).

CHAIRPERSON: What was the name again, I'm sorry, what was the name of the other company?

MS BABADI TLASANA: Kenk Suppliers and Distributors.

CHAIRPERSON: K-E...(intervention)

20 **MS BABADI TLASANA:** N-k.

CHAIRPERSON: K-e-n-k?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Kenk Suppliers.

MS BABADI TLASANA: And Distributors.

CHAIRPERSON: But you say it was involved in construction?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You mentioned something about catering as well.

MS BABADI TLASANA: Yes I would, you know if...(intervention).

CHAIRPERSON: Oh you did whatever came.

MS BABADI TLASANA: Whatever come our way we will just be doing.

CHAIRPERSON: Oh okay, alright, please proceed Ms Hofmeyr.

ADV KATE HOFMEYR: Ms Tlatsana I would just then like to probe a little bit further your understanding of government tender processes, were you familiar with them by 2014?

10 **MS BABADI TLASANA:** Yes Chair I was familiar with tender processes.

ADV KATE HOFMEYR: So in your experience, what did they involve were there bids were there processes of adjudication, how did it work?

MS BABADI TLASANA: Yes Chair, all I know is a tender would be put in the newspaper and we will be invited for briefing and after briefing we buy documents, we complete them, we submit them on the due date and then from there it will be the responsibility of the department with their selection with the tender processes and then if you could be blessed you can be called that you have been successful – your
20 company has been successful.

CHAIRPERSON: I like the reference if you could be blessed.

ADV KATE HOFMEYR: Chair it may come up again in the evidence.

CHAIRPERSON: Well you know in today's language that could mean lots of things, so I guess, what you mean is, if you were lucky.

MS BABADI TLASANA: Yes, yes Chair.

CHAIRPERSON: That's what you mean.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay alright.

ADV KATE HOFMEYR: And Ms Tlatsana so, as I have your evidence up to this point, you put together that proposal what then happened?

MS BABADI TLASANA: And then we emailed it through to Mr van Wyk because he gave me his email address...(intervention).

CHAIRPERSON: Oh I'm sorry I thought you were still continuing with that – with her experience. So you – previously before you got
10 involved with SA Express you had been involved in tenders.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And you've explained exactly what happens as far as you understand and then at a certain stage one of the bidders would be appointed and that would be announced.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay alright and that had happened with your other company Kenk Suppliers?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay alright, thank you. Okay Ms Hofmeyr had
20 asked you what happened with SA Express then, in terms of getting the business.

ADV KATE HOFMEYR: So the proposal was sent through, as I have your testimony, you sent it on an email and I think you were about to tell us about what email you were told to send it to.

MS BABADI TLASANA: Yes, if I'm not wrong, Mr van Wyk gave me

the number for me to contact him on and he gave me his email address but it was a Gmail address that he gave me and when I asked him, why is he giving me the Gmail address, he said to me that it's more convenient because most of the time he's never in the offices – in the office and as well he's always out of the country, so if I use the Gmail it will be proper for me and him because he'll be able to access that Gmail address, whatever communication that I would be sending through to him.

CHAIRPERSON: Just to go back a little bit, you told me about your
10 meeting with Mr van Wyk, your first meeting, is that right when...(intervention).

MS BABADI TLASANA: On the phone.

CHAIRPERSON: Oh was it on the phone?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Oh not a physical meeting?

MS BABADI TLASANA: No, no.

CHAIRPERSON: Oh okay, so when you spoke to him for the first time it was not in a meeting?

MS BABADI TLASANA: No, no.

20 **CHAIRPERSON:** It was over the phone.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Is that when he told you about sending a proposal?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Oh okay alright, thank you.

ADV KATE HOFMEYR: So Ms Tlatsana as I have your testimony you

then send it through to that email address, if you turn to the page – over the page to 10 of your High Court affidavit and you go to paragraph 4.4, I'd like you – you deal in 4.4 and 4.5 with certain further steps you took in relation to the Premier in the North West as well as the Chairman of the North West Transport Investment Board, can you tell us about those steps you took as well.

MS BABADI TLASANA: Yes Chair – you're talking about 4.4 right?

ADV KATE HOFMEYR: Yes.

MS BABADI TLASANA: Yes Chair, and then after that there was a
10 business meeting which the Premier called shortly after he was in the office. The Premier called the meeting for all the business people for us to go and meet with him at Cookes Lake to come and give him all our grievances because there were lots of complaints of businesses not going well, people are not getting paid and stuff like that. And I went I attended that meeting. I remember I came late. I attended that meeting and there was a ... (intervenes)

CHAIRPERSON: Was this after you had sent the proposal to Mr van Wyk or before?

MS BABADI TLASANA: Yes, after I've sent it to Mr van Wyk, yes
20 Chair.

CHAIRPERSON: Oh okay.

MS BABADI TLASANA: And the Premier was giving everybody an opportunity to express ourselves with what with the experiences of us making business with government and after the meeting and now everybody was going in front just to go and congratulate him, give him

a hand and stuff. And I was among those people to go and give him a hand but now and I called him to tell him that me my business that I'm interested in doing is the flights in the province and then he said it's a brilliant idea. She pointed one woman there, that woman is a Police officer according to the way I know her in Mafikeng. Mafikeng is a very small place. So now he said I should get his numbers from that lady and I got his number from that lady and then he said I should contact him so that we can discuss further this idea. And unfortunately I've never gotten to have access to the Premier, I tried that call I couldn't
 10 go through. I even went to the office Mpikwa ANC office to try and see if I can be squeezed just to continue with this idea of ... (intervenes)

CHAIRPERSON: So you approached the lady that he said you should get his number from.

MS BABADI TLASANA: Yes.

CHAIRPERSON: And that lady gave you his number.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Was it the landline a cell phone?

MS BABADI TLASANA: No, it was a cell phone.

CHAIRPERSON: Okay and you ... (intervenes)

20 **MS BABADI TLASANA:** 079 so.

CHAIRPERSON: You called that cell phone number

MS BABADI TLASANA: Yes.

CHAIRPERSON: But you didn't get hold of the Premier?

MS BABADI TLASANA: No, there was never any answer.

CHAIRPERSON: And then you approached the ANC office?

MS BABADI TLASANA: Yes, to see if maybe I can make an appointment to see him to no avail. And there at ANC Mpikwa office regional office I met with Pastor- that gentleman's name they always call him Moruti Moruti Moruti. So apparently that Moruti was his PA and that he has to ask me why do I want to see the Premier and I told him that no I want to see the Premier with regard to this because I told him about this idea of the airport and they discouraged me to tell me that no unfortunately that idea it has it has always- it's already in the pipeline. There's someone from Kwazulu Natal, I don't know he spoke
10 some Zulu name that is going to be appointed for the airports. And I feel so that I said let me leave this man, let me go to the administrative office to the Premier office in government.

CHAIRPERSON: The government office.

MS BABADI TLASANA: Yes. Because the idea was just to tell the Head of the House what are we intending to do because he invited us. And then even when I arrived there his PA she was always saying that no, the Premier is not available, not available. I've never had any contact any further communication with the Premier since then.

ADV KATE HOFMEYR: Ms Tlatsana, you did at 4.5 on that page 10 you
20 talk about an approach you made to the Chairman of the Northwest Transport Investment Board. Can you first of all tell us who that person is?

MS BABADI TLASANA: Ja. Then it was Mr Themba Gwabeni who was appointed as the Chairman of the Northwest Transport Investment Board.

ADV KATE HOFMEYR: Just to get that name again, Mr Themba Gwabeni.

MS BABADI TLASANA: Themba Gwabeni, yes.

ADV KATE HOFMEYR: G-W-A-B-E-N-I

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: Thank you. And what did you discuss with him?

MS BABADI TLASANA: And then I sold the idea to him as well. That Mr Gwabeni, this is the idea this is what I want to do. I remember I met him nearer the Parliament area because he was saying that they're
10 about to enter for a session but he was just there at the carwash. Come and meet me because he was saying that he can't, I said please please let me just meet with you. And then I went to him and I sell the very same idea to him and then he said brilliant, this is a very wonderful idea. I'm going into the legislation now now soon and I'm going to meet with the MEC Molapisi. I'm going to sell this idea to him so that he can present it in parliament. And then I said, okay fine no, thank you very much because now at least there's direction. And then I said okay fine because I've been communicating, I've been asking Mr van Wyk how far is my proposal, he's just mute he's not saying
20 anything. And I was to guard because every time when you bring a proposal some other people would be silly stealing your idea. And now I said to Mr Gwabeni, Mr Gwabeni you know what, since you say you are going to sell it to MEC Molapisi, thank you very much. I'm going to inform Mr van Wyk of what you said. Now you people of your high level of understanding this this things, I'm going to give Mr van Wyk your

number so that at least your people should communicate and assist me on this to be successful.

ADV KATE HOFMEYR: Ms Tlatsana, if you go over the page to page 11 you then at the top of that page paragraph 4.6. Tell us about when Mr van Wyk did come back to you? What did he say when he came back to you?

MS BABADI TLASANA: Yes. Mr van Wyk later Chair, he called to say that I'm being provincially granted- what is the word that he used? Provincially selected, yes.

10 **ADV KATE HOFMEYR:** Selected.

MS BABADI TLASANA: Thank you. Koreneka has been not myself, my apologies. Chair please bear with me, I'm just a business women at the background. I don't know the legal language. Please at times when I say ... (intervenes)

CHAIRPERSON: Don't worry, just tell as you understand and what's more important is just what you had in mind and what you understood. The rest we will try and fit in.

MS BABADI TLASANA: Yes thank you very much Chair. And then he said to me that I'm provincially selected to as a preferred bidder and
20 the reasons being I'm from the Northwest Province, I'm a women, I'm- he mentioned four reasons why am I being selected as a preferred bidder. Because ja and then I said, oh thank you very much. I was just so excited and feeling great that well my prayers have been answered.

ADV KATE HOFMEYR: Ms Tlatsana, can I ask, this mention of a preferred bidder, did that raise a query with you? Because as I

understand your testimony thus far you hadn't participated in any tender process had you?

MS BABADI TLASANA: Before then Chair, because with this in between this process Mr van Wyk will not be coming to me and now I'll be agitated. Now what is going on with my proposal? Have now they decided now to give it to somebody- no I remember I ask him, Mr van Wyk why are you, it's like you are quiet or maybe are you taking this thing for tender or what? And then he said, no no we are parastatal.

CHAIRPERSON: We are?

10 **MS BABADI TLASANA:** Parastatal.

CHAIRPERSON: Oh ja.

MS BABADI TLASANA: It's the express. We are parastatal and we are doing things differently. It's not like the way they are going to be. That was before being told as a preferred bidder. I'm trying to answer you because you trying to get if there was a tender.

ADV KATE HOFMEYR: I'm getting ... (intervenes)

CHAIRPERSON: Maybe let me just in terms of timeframes.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You don't remember or do you around when in terms
20 of months it was when you approached Mr van Wyk for the first time? It was 2014, isn't it? Or was it 2015?

MS BABADI TLASANA: Yes. No no.

CHAIRPERSON: 2014?

MS BABADI TLASANA: Yes.

CHAIRPERSON: 2013?

MS BABADI TLASANA: No, it's 2014 Chair.

CHAIRPERSON: 2014, ja.

MS BABADI TLASANA: Ja, it's 2014 because I think ... (intervenes)

CHAIRPERSON: well, the elections would have been in the first

MS BABADI TLASANA: May.

CHAIRPERSON: Half of the year.

MS BABADI TLASANA: Yes.

CHAIRPERSON: Can you remember more or less when it was when
you made the first approach to Mr van Wyk? If you can't remember it's
10 fine, I just wanted to have some timeframe in mine. You can't
remember?

MS BABADI TLASANA: Eish Chair.

CHAIRPERSON: Don't worry, it's okay. But from ... (intervenes)

MS BABADI TLASANA: Ja but it was early 20 to 2014.(?)

CHAIRPERSON: Early not late in the year?

MS BABADI TLASANA: No.

CHAIRPERSON: Not late, ja?

MS BABADI TLASANA: No sir because after him is then now when the
Premier was been appointed and then the Premier enter with Saam
20 Werk Saam Trek and then the Premier called the business meeting so.

CHAIRPERSON: When you met him it was before the Premier got
elected?

MS BABADI TLASANA: On the phone.

CHAIRPERSON: Oh when you spoke to him on the phone it was before
the Premier was elected? It was before you had that meeting where the

Premier addressed business people? It was before that.

MS BABADI TLASANA: Yes, it was before the Premier was appointed in the office.

CHAIRPERSON: Oh okay because when he addressed the business people that is the Premier, he obviously had been elected by them.

MS BABADI TLASANA: Yes, the Premier just addressed us I think it was after two week after he was in the office or amongst somewhere there.

CHAIRPERSON: Oh okay.

10 **MS BABADI TLASANA:** Just be accepted. (inaudible crosstalk)

CHAIRPERSON: And when Mr van Wyk told you that your proposal, your company was provincially selected. That would have been about how long after the meeting at which the Premier addressed business people? Or how long after you had sent in your proposal? Just to give us some timeframe.

MS BABADI TLASANA: Yes Chair, even though it won't be exact but I think it will fall with the flow.

CHAIRPERSON: Ja, no it doesn't have to be exact.

MS BABADI TLASANA: Yes. And then after the Premier when I
20 attempted to communicate with the Premier, I didn't hear anything I didn't get him. And then Mr Gwabeni went and speak to MEC Molapisi and then they kept quiet, I don't know I think because elections I think they were May, June, July , August, somewhere there somewhere May, June, July, August, September, somewhere there.

CHAIRPERSON: Okay alright, that's fine. Okay, thank you.

MS BABADI TLASANA: My apologies I can't be precise with the date.

ADV KATE HOFMEYR: And Ms Tlatsana, just so I have your testimony correct. At some point in that period you had a conversation with Mr van Wyk in which you raised the question of tendering whether there was a process.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And as I understand your evidence he gave you an answer that said: Well, SA Express was a parastatal.

MS BABADI TLASANA: Yes.

10 **ADV KATE HOFMEYR:** And what did that mean to you? Why wouldn't a parastatal be involved in tendering?

MS BABADI TLASANA: Chair that was my first time to be dealing with something that they called parastatal. I know that they're parastatal but that was my first approach. I know how government operates with doing its tenders and stuff but now this one was new and when he said it's parastatal and we do thing differently, I believed him. Why do I believe him? With the nature of the office he's holding, there is nowhere that he can be in SA Express General Manager. By the way General Manager, you are next to Board and then you start like I
20 believed him, everything that he was saying.

CHAIRPERSON: You said you're next to?

MS BABADI TLASANA: Next to this seat ... (intervenes)

CHAIRPERSON: The Board.

MS BABADI TLASANA: And the Board, yes Chair.

CHAIRPERSON: Oh okay.

MS BABADI TLASANA: Yes, that's my presumption.

CHAIRPERSON: I thought I heard you say something else. Okay
alright.

MS BABADI TLASANA: Okay.

ADV KATE HOFMEYR: Ms Tlatsana, so at page 11 if you can just
return to page 11.

MS BABADI TLASANA: Mm-hmm.

ADV KATE HOFMEYR: At 4.7 you detail in that paragraph what else
Mr van Wyk told you on that call when he had said you were
10 provincially selected. What else did he tell you then needed to
happen?

MS BABADI TLASANA: Yes, and Mr van Wyk mentioned that there are
things that have to be addressed. I have to appoint some other people
into the company. And I tried to indicate to him that you know my
companies I'm always alone on them, not that I'm selfish or what to
avoid the misunderstanding among people. And by then during the
elections I remember well that there was this saying that you know
people should share. You cannot just be given a whole cow instead of
sharing and giving others the feet and the thigh and the leg and stuff
20 like that.

CHAIRPERSON: Did they say you mustn't eat alone?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You can't want to have the whole cow to yourself.

MS BABADI TLASANA: No, it's selfishness Chair.

CHAIRPERSON: Okay alright.

ADV KATE HOFMEYR: Ms Tlatsana, is that what Mr van Wyk conveyed to you for why you needed more people in your close corporation?

MS BABADI TLASANA: Chair, he never spoke about the cow, I'm just making ... (intervenes)

CHAIRPERSON: Yes, it was (inaudible laughter)

ADV KATE HOFMEYR: No no, you don't know any.

CHAIRPERSON: Ja, but I understood you to be saying during the election campaign.

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** There was talk that people must work together.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You can't just have a whole cow to yourself.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: That was said in the context of elections.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Ja, in terms of promoting businesses and doing business with government.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay alright.

20 **MS BABADI TLASANA:** Yes Chair, hence it was easy it was more convenient yes but it make sense you know because he was saying that this project was going to be big.

CHAIRPERSON: Oh, so when he said to you you needed other people, you understood that in the context of what you heard during the election campaign? Is that what you saying?

MS BABADI TLASANA: No Chair.

CHAIRPERSON: Oh no, you're not saying that. Okay.

MS BABADI TLASANA: No Chair, I'm not saying that. What I'm saying Chair is he said there are things that I have to meet to before.

CHAIRPERSON: Mm, requirements.

MS BABADI TLASANA: Requirements.

CHAIRPERSON: Yes.

MS BABADI TLASANA: Yes, requirements that I have to meet. First requirement is to have people in my company so as to share this cow.

10 Let me make him like he's all of us.

CHAIRPERSON: Yes. No, I understand it's just that when I thought you understood what he was saying when he said you'll need other people. I said, did you understanding it in this in the context?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Of what you had been told during the election campaign, don't want the cow for yourself only share with other people.

MS BABADI TLASANA: Yes.

CHAIRPERSON: You said no, so I thought- so but I think we understand each other. So there was thought of a cow even when Mr
20 van Wyk told you about getting other people but not that the idea of a cow came from him?

MS BABADI TLASANA: No.

CHAIRPERSON: But you thought about that idea?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Mm, okay.

MS BABADI TLASANA: And the other thing he said because I had a bookkeeper by then for my companies. And then he said, no no who is the person. I said, no no she's just a bookkeeper. He says, no no you need somebody who- you need to have someone who's more qualified and who's familiar with the SARS related issues so that he can be able to be of assistance to you. Because this person be able to help you with the salaries, with the taxes, with the pay as you earn of the staff and stuff like that. And then I told him that, no no I don't have that person but I think my bookkeeper would be of assistance. He says, no
10 no we've got someone who's very unique whom we always use at SA Express. And now because all these information was coming through him, I was just saying oh thank you so much, at least they are definitely going to help me.

CHAIRPERSON: So you were happy that you were not going to have to look for such a person?

MS BABADI TLASANA: Yes, at least.

CHAIRPERSON: Okay. Was this in a meeting when he was saying this to you or still on the phone?

MS BABADI TLASANA: No no, it was a meeting because he came
20 here- every time he will be coming to the Department of Transport.

CHAIRPERSON: In Northwest.

MS BABADI TLASANA: In Northwest and we will be meeting because I remember that day he was having some documents with him that was saying. I'm from the office of the HOD and this thing has to be attended very urgent because now you need to be appointed, you need

to start in May and now you get those people on board. It was I think it was March somewhere there.

CHAIRPERSON: Well, I'll leave to you Ms Hofmeyr in terms of making sure we know when was the first meeting and so on and so on.

ADV KATE HOFMEYR: Where we are? Indeed.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: We've moved in time to 2016 now, is that correct? Because this meeting that you're referring to is to your recollection did I have your testimony to be March 2016?

10 **MS BABADI TLASANA:** No no.

ADV KATE HOFMEYR: When is the meeting?

MS BABADI TLASANA: 15, 2015.

ADV KATE HOFMEYR: 15?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: You're still in 2015 when he talks to you about the need to appoint an accountant.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And the need for two more members.

20 **MS BABADI TLASANA:** No no, it was not in March. Was it not in November December, it was the end of the year 2014.

ADV KATE HOFMEYR: Okay so.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: If we can just get the time right because your testimony has just been about a meeting about when he come from the HODs office in the Northwest saying that it was quite urgent to

conclude your appointment.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: That only happens later in March 2016, right?

MS BABADI TLASANA: No no Chair, no. 2016- not 2016.

ADV KATE HOFMEYR: Apologies, 2015.

MS BABADI TLASANA: Not 2015.

CHAIRPERSON: Okay maybe let's do it this way, let's try this. You had a telephone conversation with Mr van Wyk.

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Subsequent to which you sent to him your proposal.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: As at that time when you sent your proposal to him, you had not met him yet had you?

MS BABADI TLASANA: No Chair.

CHAIRPERSON: Okay alright. When did you meet him for the first time? Now I'm not talking about the actual date, but maybe a month and a year. Maybe if you can't remember the month you can just indicate meet somewhere in the middle of the year, the beginning or late. Let's start with the year. Was it in 2014, 2015?

20 **MS BABADI TLASANA:** It was 2014.

CHAIRPERSON: It was in 2014.

MS BABADI TLASANA: Yes.

CHAIRPERSON: When you met him for the first time?

MS BABADI TLASANA: Yes.

CHAIRPERSON: And where was this where you met him for the first

time? Can you remember? Was it in his office?

MS BABADI TLASANA: What is the question Chair, because I'm trying to get the date.

CHAIRPERSON: When did you meet Mr van Wyk for the first time?

MS BABADI TLASANA: Okay no for the first time it was in I think it was in 2014.

CHAIRPERSON: It was the year in 2014? It was the end of 2014 maybe or you can't remember? We don't have to remember the exact date or month but it was in 2014?

10 **MS BABADI TLASANA:** Yes, it was in 2014 because with bringing people into the company it was through a telephone.

CHAIRPERSON: Yes.

MS BABADI TLASANA: Yes and then after the telephone now and then I had to process these people to be inside the company.

CHAIRPERSON: Yes. Okay.

MS BABADI TLASANA: And again he said that this people need to be brought in- I'm trying to recall the sequence of this.

CHAIRPERSON: Okay maybe let's leave it for now. Ms Hofmeyr might be able to help you to remember.

20 **MS BABADI TLASANA:** Thank you, okay.

CHAIRPERSON: Or I just want us to have an idea.

MS BABADI TLASANA: Yes.

CHAIRPERSON: In terms of the important things. When did they happen and what was said? And some of the interactions there might not be anything important but in others it might be important to know

this was said on this occasion and whether it was a telephone communication or a meeting. Thank you, Ms Hofmeyr.

ADV KATE HOFMEYR: Thank you, Chair. Ms Tlatsana, may I make this suggestion, your affidavit does not in the High Court gives these dates to events of the type that the Chair has requested. But it does seem to progress in sequence and then every now and then we get a date. So for example if you just turn over the page from page 11 to page 12, you'll see the next date we get in the affidavit is at paragraph 4.12 which says during April 2015.

10 **MS BABADI TLASANA:** Yes.

ADV KATE HOFMEYR: So can we take it then and please be as clear as you can on this and if you can't remember you must say. But can we take it that what you've described in the affidavit then we at least know is happening before April 2015, if you are talking about it before that paragraph? Is that a fair way to read your affidavit?

MS BABADI TLASANA: Yes. Chair, let me go back a little bit. I had to- was it 2014? Before 2015, yes. 2014 when I had to bring this three people into the company. Three meaning the accountant and this one into my CK.

20 **CHAIRPERSON:** You say that was 2014?

MS BABADI TLASANA: Ja, it was 2014 towards the end.

CHAIRPERSON: Okay.

MS BABADI TLASANA: Because I remember we had to go to open a bank account.

ADV KATE HOFMEYR: Ms Tlatsane, could we break that down a bit

because the details of the people is quite important.

MS BABADI TLASANA: Okay.

ADV KATE HOFMEYR: So I have your evidence to be towards the end of 2014.

MS BABADI TLASANA: Yes okay.

ADV KATE HOFMEYR: You have a telephone conversation with Mr van Wyk, is that correct?

MS BABADI TLASANA: Okay yes.

ADV KATE HOFMEYR: At which he tells you you need to bring more
10 people into your cc, is that correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: What do you say in response to that when he says you need more people in your cc? What do you say?

MS BABADI TLASANA: Yes because the reason were this project is going to be very huge and I have to bring this people into the company so that there can be number one, he was saying so that they can be of assistance to the company. And now my concern was now if now they are going to be of assistance it means that now we are going to be 30
30

20 **CHAIRPERSON:** You are going to share the profits?

MS BABADI TLASANA: Yes, ja this whole thing even though yes because I needed more for him to be more explicit with it. And then he said, no no don't you worry about it's not all about sharing, it's all about the requirements of people in the cc because it's not fair for you to be appointed alone for this big project you need to have some people

in the company. Because these people they are working and they cannot be part of sharing or something, they will just get some small dividends out of this whole thing on (inaudible).

CHAIRPERSON: Ja, the question from Ms Hofmeyr was, what did you say to Mr van Wyk in response with things like this?

MS BABADI TLASANA: Yes, in bringing them I agreed. Yes, I agreed.

ADV KATE HOFMEYR: I understood from your affidavit that you mentioned something about your sister. Do you recall that?

MS BABADI TLASANA: Yes. I ended up agreeing because initially
10 before we he was saying I should bring people, I said yes I've got my sister that I would need her to be part of this my company. And then he said, no no you can't bring her in because it's going to be nepotism. So it's best if you bring new fresh people from outside.

ADV KATE HOFMEYR: And who were the people that he proposed?

MS BABADI TLASANA: And then he proposed Ms Phiri and Mr Victor Thabeng. Ms Catherine Phiri and Mr Thabeng.

ADV KATE HOFMEYR: Who were they?

MS BABADI TLASANA: At a later stage I didn't know this people, the only person that I knew was Mr Thabeng because of media. He was
20 working for SABC. It was just I knew him and knew him that he's just a someone from Mafikeng but Ms Phiri I never knew Ms Phiri from before. And then he gave me the contact numbers to go and collect their copies of Ids so that I can submit them to whoever would be doing the bringing them into the company.

CHAIRPERSON: And do you want to give the names of the two persons

you have mentioned?

MS BABADI TLASANA: Yes, it's Ms Phiri and Mr Thabeng.

CHAIRPERSON: Ja, the name the first name or did he mention the?

MS BABADI TLASANA: Okay, Ms Phiri her first name is Catherine Phiri.

CHAIRPERSON: Yes.

MS BABADI TLASANA: And then Mr Thabeng ... (intervenes)

ADV KATE HOFMEYR: I'm sorry, Ms Tlatsana she has a middle name does she not?

10 **CHAIRPERSON:** Oh ja, or middle name.

MS BABADI TLASANA: Catherine?

ADV KATE HOFMEYR: Cathering Joyce Phiri.

MS BABADI TLASANA: Okay, Catherine Joyce Phiri.

ADV KATE HOFMEYR: You must just have the full name because there different references that people give to the names over times.

CHAIRPERSON: Yes, full names.

MS BABADI TLASANA: okay. Ja, Catherine Joyce Phiri.

CHAIRPERSON: And then the other person?

20 **MS BABADI TLASANA:** The other person is Victor Thabeng, I forgot the other name.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: Yes, thank you. Chair, just for the record that reference to what Ms Tlatsana said in response about her willingness to bring in her sister, you'll actually find in the second affidavit. So just for record purposes it's at exhibit DD8B at page 438. So you then Ms

Tlatsana, as I have your evidence you agreed to add the two people as-
your affidavit used the word shareholder but in brackets. They were to
become members of the cc, is that right with you?

MS BABADI TLASANA: Come again with the question?

CHAIRPERSON: She's asking whether the two persons that Mr van
Wyk said according to you should be added to your close corporation.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Were going to be members of the close corporation.

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** And she mentions your affidavit uses the word
shareholders.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: But ja, but you understand because you were a sole
member of the cc before you know exactly what that meant.

MS BABADI TLASANA: Yes.

CHAIRPERSON: So your understanding was that he wanted them to be
members of your close corporation together with you?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay.

20 **ADV KATE HOFMEYR:** And Ms Tlatsana, who was proposes for the
position of accountant?

MS BABADI TLASANA: The accountant was proposed by Mr van Wyk.

ADV KATE HOFMEYR: And who was that to be?

MS BABADI TLASANA: He was Mr David Kalisilira.

ADV KATE HOFMEYR: Thank you.

CHAIRPERSON: I'm sorry. The first two persons, was there an indication as to what they're role was going to be in the close corporation or was it simply that they should be members of the close corporation?

MS BABADI TLASANA: They're role was to come and assist in the smooth running of ... (intervenes)

CHAIRPERSON: Of the business that you were going to get or that you are getting?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Okay.

ADV KATE HOFMEYR: And Ms Tlatsana, if you stay on page 11 but go to the bottom at paragraph 4.9 as I read that paragraph you explained how Mr Victor Thabeng was suggested to be one of the members. Can you tell us about that?

MS BABADI TLASANA: Yes, and then there was a meeting with- Mr Gwabeni told me that he had a meeting with Mr van Wyk.

ADV KATE HOFMEYR: And just remind us who was Mr Gwabeni?

MS BABADI TLASANA: Mr Gwabeni was the Chairman of Northwest Transport Investment.

20 **ADV KATE HOFMEYR:** The person who you mentioned previously in your testimony?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: Thank you.

CHAIRPERSON: He was Chairman of the Board of that of the Transport Northwest Transport Investment Company.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Oh okay.

ADV KATE HOFMEYR: Thank you. And you were telling us about that meeting.

MS BABADI TLASANA: Yes and then he said he met with Mr van Wyk and they've agreed that Mr Victor Thabeng would be another suitable person to be in the company.

CHAIRPERSON: Did you know how he came to talk to – that is Mr van Wyk - how he came to be talking to Mr Gwabeni about this – you
10 – you did not know how he ...

MS BABADI TLASANA: I do not know Chair.

CHAIRPERSON: Came to be talking to him about it?

MS BABADI TLASANA: I do not Chair because me I am staying in Mafikeng ...

CHAIRPERSON: Yes.

MS BABADI TLASANA: And Mr van Wyk is in Johannesburg ...

CHAIRPERSON: Yes.

MS BABADI TLASANA: And the Chairman I do not know ...

CHAIRPERSON: Where he ...?

20 **MS BABADI TLASANA:** Where were they meeting.

CHAIRPERSON: Hm.

MS BABADI TLASANA: All I know is I gave – I gave Mr van Wyk Mr Gwabeni's telephone numbers. So that they can be communicating to assist to hear because Mr Gwabeni was saying that he is going to give this proposal to Mr Molapisi.

CHAIRPERSON: Oh. No, now I – I think I forgot something you had explained.

MS BABADI TLASANA: Yes.

CHAIRPERSON: So Mr van Wyk got in touch with Mr Gwabeni ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Because you had spoken to Mr Gwabeni ...

MS BABADI TLASANA: Before.

CHAIRPERSON: And you said ...

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** The two should be – they should contact each other?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay. No now I understand; but with regard to the people who Mr van Wyk was saying should be added to your company – to your close corporation did you – did he explain how he knew them and how he got to come to the decision that they are the people he would propose should be involved in your company?

MS BABADI TLASANA: Chair what happened was – let me make – give you the picture of what happened? Mr van Wyk I think he came on – on Thursday. It was on Thursday when he was saying that this thing
20 has to be done quick, quick, quick. This people we have to put them in – in the company because – because you are being a preferred bidder and you have to let make this quick. I – I never even had a chance to think ...

CHAIRPERSON: Huh-uh.

MS BABADI TLASANA: Or to do it because I brought my sister and my

sister was nepotism and now I was blocked who else now could I think of bringing into the company. Hence he said no, no okay I will assist. There are people who he will bring.

CHAIRPERSON: Oh, okay.

MS BABADI TLASANA: It was just in a squeezed time.

CHAIRPERSON: Too quick, *ja*.

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay, alright.

ADV KATE HOFMEYR: But can I take it then that your evidence is that
10 he did not offer an explanation for why those particular people should be the people to join your close corporation? Did he say why he was choosing Ms Phiri and Mr Thabeng?

MS BABADI TLASANA: For them to be – it is part of the requirement.

ADV KATE HOFMEYR: No Ms Tlatsana I understand he said it is a requirement that they be added, right.

MS BABADI TLASANA: Okay.

ADV KATE HOFMEYR: That people were added but then he was specific as I understand your evidence. He said Ms Catherine Joyce Phiri must be added and Mr Victor Thabeng and
20 what I am probing is did he tell you why those two specific people must be the ones in the company.

MS BABADI TLASANA: No Chair.

ADV KATE HOFMEYR: Did you ask him why?

MS BABADI TLASANA: No I did not ask him why because there was – I did not ask him why. No Chair I did not ask him.

ADV KATE HOFMEYR: You – as I understand your affidavit you later found out about a certain relationship between Mr van Wyk and one or more of them. What – what is that relationship?

MS BABADI TLASANA: Ja. I – I later realised that now Ms Phiri is – is the mother to Brian's life partner.

ADV KATE HOFMEYR: What is his life partner's name?

CHAIRPERSON: I am – I am sorry. Mr Brian van Wyk?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay.

10 **ADV KATE HOFMEYR:** What is Mr Brian van Wyk's life partner's name?

MS BABADI TLASANA: Yes. His life partner is Sipho Levy Phiri.

ADV KATE HOFMEYR: And Ms Tlatsana how did you establish that information?

MS BABADI TLASANA: Of – of them?

ADV KATE HOFMEYR: Of the link – the link between Ms Phiri being the mother of Mr Sipho Phiri who was the life partner of Mr van Wyk.

MS BABADI TLASANA: This – this information Chair it came – because every day will have its own thing to unfold – things unfold -
20 more information. I realised – what happened for me can realise that. Can we go back to that one at a later stage so that I can refresh my mind on how – how ...

CHAIRPERSON: How you established it?

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: I will make a note. Alright then if we go over to page 12 of your affidavit.

CHAIRPERSON: So – so – but just to make sure one understands. You say Ms Phiri ...

MS BABADI SYBILTLATSANA: Yes Chair.

CHAIRPERSON: Was the mother of a child or had a child with – with or was the mother of ...

MS BABADI TLASANA: Mr Brian van Wyk's life partner.

CHAIRPERSON: Oh, okay. So he was the mother of ...

10 **MS BABADI TLASANA:** Mother-in-law.

CHAIRPERSON: Mr van Wyk's – hm?

MS BABADI TLASANA: It is Mr van Wyk's mother-in-law.

CHAIRPERSON: Yes okay, okay. Thank you.

ADV KATE HOFMEYR: Thank you. I will – I will come back to that question about when you learnt that information; but we are in about page 12 paragraph 4.11 of your affidavit and as I understand it. You did then take steps to have those two people – Mr Thabeng and Ms Phiri – added as members of your close corporation. Is that correct?

20 **MS BABADI TLASANA:** Yes Chair.

ADV KATE HOFMEYR: And Ms Tlatsana just so I am clear on the evidence you said he was indicated some urgency in getting that done. Is that right?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And let us just go back to Mr Kalisilira because

he was the other person that he said needed to be appointed but as an accountant. Did you then take steps to engage Mr Kalisilira?

MS BABADI TLASANA: Yes. We – I – I met Mr Kalisilira – it seems that I do not remember the – the dates and the times but there was a meeting that was arranged there to – to meet Mr Kalisilira and be introduced to him that he would be the - the accountant – the auditor for the company and he is the one who would be doing our books because he is more conversant with the tax related issues since he – he used to work for – for SARS and he is familiar with the requirements
10 of SA Express in doing the invoices and stuff like that, yes.

ADV KATE HOFMEYR: Ms Tlatsana just to orientate ourselves in time. That meeting that you had with Mr Kalisilira is that before or after you signed the contract between SA Express and Koreneka?

MS BABADI TLASANA: No it was before.

ADV KATE HOFMEYR: Thank you. We will come to the contract. I just wanted to get a position in time on that. If you go over the page to page 13 of your affidavit. You talk there about a new account that needed to be opened. Tell us what happened around that.

MS BABADI TLASANA: Yes Chair. Koreneka Events Managers had a
20 – had an account with Absa Bank and then Mr van Wyk advised us that we go and open an account in FNB.

ADV KATE HOFMEYR: Why was that necessary?

MS BABADI TLASANA: I do not know. There was no reason.

ADV KATE HOFMEYR: Why did you agree then?

MS BABADI TLASANA: Chair to put you in the picture. The General

Manager of SA Express – Mr Brian van Wyk – is coming here to – from the beginning – to assist Koreneka to run smooth and with all the requirements he – he has taken me through with this process. These are the expectations of SA Express and some of the things I would not ask or query. I was believing Mr van Wyk with my life that a person of his calibre is going out of his way to assist Koreneka to be successful.

CHAIRPERSON: You – you thought that he was really assisting you and Koreneka to get the business and to be able to deliver properly?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Yes.

MS BABADI TLASANA: By then.

CHAIRPERSON: *Ja*, by – at that time?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And as a result of that you would not ask him some questions because you thought whatever he was saying or doing he was helping you ...

MS BABADI TLASANA: Yes.

CHAIRPERSON: And your close corporation?

MS BABADI TLASANA: Yes Chair.

20 **CHAIRPERSON:** Okay.

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And then if we move to paragraph 4.15 on page 13 - 1-3 – you record there that you opened the FNB account in January 2015. Is that correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And then the affidavit moves at paragraphs 14 – sorry - 4.16 and 17 to the events in April 2015. Can you tell us what first happens in that month?

MS BABADI TLASANA: In April 2015 that was the time when Mr van Wyk was coming from the Department of Transport and he was – he was coming there and then he said should – should we meet so that I can sign the contract for Koreneka that I – that Koreneka entered into with SA Express.

ADV KATE HOFMEYR: So did you meet with him to do that?

10 **MS BABADI TLASANA:** Yes Chair.

ADV KATE HOFMEYR: And where did you meet?

MS BABADI TLASANA: In my office in the industrial site.

ADV KATE HOFMEYR: And what did he bring with him for you to sign?

MS BABADI TLASANA: Yes. He – he brought some documents. It was piles of papers.

CHAIRPERSON: A pack of documents?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay.

MS BABADI TLASANA: Yes Chair.

20 **ADV KATE HOFMEYR:** Did you read them before you signed them?

MS BABADI TLASANA: With the trust that I had for him because he just came with the documents and then he told me that these are the contracts that you have to sign for – for you being awarded the – the project and I just signed. He was telling me that I must initial every page and showed me where to sign at the back as well. I did not go

through them.

ADV KATE HOFMEYR: Ms Tlatsana it is quite important for us to know whether you understood that you were signing or concluded one or two agreements and – and I want to just direct you to where my question arises from because at page 13 paragraph 4.17 ...

MS BABADI TLASANA: Hm.

CHAIRPERSON:

ADV KATE HOFMEYR: You there say on 15 April 2015:

“I attended to the signing of the contracts ...”

10 Plural.

“...with Mr van Wyk and then according to Mr van Wyk the contracts would be forwarded to the department of Community, Safety and Transport Management in the North West Province for their information and future use and that I would receive a copy thereof at a later stage.”

If you then just jump down to 4.18 you say there:

“I attach the ground handling agreements that I signed.”

20 And you say they are attached as Annexures A1 and A2. We will go to them in a moment but I want to explain to you what my difficulty is. I – I certainly can identify your signature on A1. Let us go there. A1 you will find at page 92 – 9-2 of the file in front of you. That will be under the first tab ...

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And that agreement is an agreement – who – who are the parties?

MS BABADI TLASANA: It is an agreement between SA Express and Koreneka Trading and Projects.

ADV KATE HOFMEYR: Chair that is the agreement we have been referring to as the Koreneka Agreement. Ms Tlatsana I am going to refer to it similarly today. We are going to call that the Koreneka Agreement, okay.

MS BABADI TLASANA: Yes Chair.

10 **ADV KATE HOFMEYR:** If you go to page 1-0-9 on that agreement. Can you identify your signature on that page?

MS BABADI TLASANA: Yes Chair. There is my signature.

ADV KATE HOFMEYR: Under – on top of the line for Koreneka Trading and Projects trading as Koreneka Facilities management. Is that correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And when you signed it were the signatures above it on the page or not?

MS BABADI TLASANA: It was – by then it was the one on top.

20 **ADV KATE HOFMEYR:** Had it already been signed before you signed it?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And do you identify any of – either of those signatures?

MS BABADI TLASANA: The one that I am talking about Chair?

ADV KATE HOFMEYR: Yes.

MS BABADI TLASANA: The one that I am talking about?

CHAIRPERSON: I think you see on that page where it says witness one. Can you see that?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Do you – do you know that signature?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Whose signature is it?

MS BABADI TLASANA: It is for Mr Tebogo Brian van Wyk.

10 **CHAIRPERSON:** And there is another signature above where it says South Africa Express Airways. Do you see that signature?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Do you know it?

MS BABADI TLASANA: I only had to know this signature ...

CHAIRPERSON: Afterwards

MS BABADI TLASANA: Two weeks back ...

CHAIRPERSON: Oh.

MS BABADI TLASANA: That it – it belongs to Mr Dave ...

CHAIRPERSON: Oh whose signature is it?

20 **MS BABADI TLASANA:** Mr Dave Allenby.

CHAIRPERSON: But at the time you signed this – this contract you did not know the signature?

MS BABADI TLASANA: No I did not know the signature.

CHAIRPERSON: Okay. Did you ask at the time who signed here?

MS BABADI TLASANA: No. Yes, he was saying that it is the CEO.

CHAIRPERSON: Oh, okay alright.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Thank you.

ADV KATE HOFMEYR: And then if we go to the second agreement that you refer to which in your affidavit was referenced as A2. You find that at page 1-2-1 and that agreement if you go through it right to its end at page 1-5-5 you will see that there is a part for signature there for the Head of Department of the Department of Community, Safety and Transport Management North West Province. Do you see that?

10 **MS BABADI TLASANA:** Yes Chair.

ADV KATE HOFMEYR: There is – Chair in this version of the agreement which is the one that was presented in Ms Tlatsana's High Court affidavit the – the following page is actually omitted but we have seen that in the evidence of Ms Phatudi this morning. The next page is where SA Express countersigns it. We can find that reference in a moment but ...

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: The point for importance now is Ms Tlatsana I do not see in this agreement any evidence that you signed this
20 agreement. Is that correct?

MS BABADI SYBIL TLATSAA: That is correct Chair.

ADV KATE HOFMEYR: So when you said in your affidavit you signed the contracts A1 and A2 that was incorrect?

MS BABADI TLASANA: The contracts I signed Chair because it was bundles – it was bundles of ...

CHAIRPERSON: Do you know whether you signed one contract or you signed two contracts or you signed three contracts? You were given a bundle of documents?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: But you - and you signed?

MS BABADI TLASANA: Yes and I signed.

CHAIRPERSON: Now to your knowledge did you sign one contract or more?

MS BABADI TLASANA: Why I said bundles Chair because Mr van Wyk
10 says – said the other contract is going to go to the Department of Transport. The other one is going to go to SA Express and then the other one it – it will be with him that – that contract will be belonging to Koreneka Trading and Projects after all the signatures are being attached.

CHAIRPERSON: Yes.

MS BABADI TLASANA: Yes.

CHAIRPERSON: Yes, but try and cast your mind back to ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: When you signed ...

20 **MS BABADI TLASANA:** Yes.

CHAIRPERSON: On that occasion. Do you know as a matter of fact whether you signed one contract which had an original version and copies – you signed copies of the same contract or you signed one contract only or you signed two contracts or three contracts with – with copies? Do you know what the position is?

Did you check whether you were signing one contract or you were signing two contracts or you were signing a contract plus copies of the same contract?

MS BABADI TLASANA: Chair to be honest I do not remember. I was just initialling and signing.

CHAIRPERSON: Yes.

MS BABADI TLASANA: To be honest, yes.

CHAIRPERSON: Okay.

MS BABADI TLASANA: I do not (intervene).

10 **CHAIRPERSON:** You did not ask for a copy to – copies of whatever you signed to remain with you?

MS BABADI TLASANA: Because now the signatures were not complete.

CHAIRPERSON: Were not complete, yes.

MS BABADI TLASANA: So – yes ...

CHAIRPERSON: Okay.

MS BABADI TLASANA: And I had to wait ...

CHAIRPERSON: *Ja.*

MS BABADI TLASANA: For the one that I signed to come back.

20 **CHAIRPERSON:** Okay.

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And as I understand it you actually only got copies of the contract much later on in 2015. Is that correct?

MS BABADI TLASANA: Beginning of 2016.

ADV KATE HOFMEYR: So we are now in April 2015, right. As I have it

at page 13 it is on 15 April that you signed the documents that Mr van Wyk brought to you. Is that correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: I also understand your testimony to be you had not taken time to read those contracts before signing them. Is that correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And what happens thereafter? When do you commence work under the contract?

10 **MS BABADI TLASANA:** Ja.

CHAIRPERSON: Maybe – maybe before that. You had been involved in businesses for some time. Is that correct?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You had had Koreneka for about seven years. Is that right?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: As in 2015?

MS BABADI TLASANA: Yes Chair.

20 **CHAIRPERSON:** You had been involved in the business of delivering meat to hospitals ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Through Koreneka ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And you had had another company or entity which you used in the construction industry is that correct?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Now you did appreciate – did you not – the importance of reading documents before you signed them?

MS BABADI TLASANA: Chair with my experience and – let me correct you – let me correct something here. Koreneka was – had subcontracted ...

CHAIRPERSON: Yes in terms of which – which business?

MS BABADI TLASANA: When we were delivering meat.

CHAIRPERSON: Oh.

10 **MS BABADI TLASANA:** Yes.

CHAIRPERSON: It was a subcontractor?

MS BABADI TLASANA: Yes it was a subcontract.

CHAIRPERSON: Ja for – who was the contractor? Do you remember?

MS BABADI TLASANA: Oh my God.

CHAIRPERSON: Do not worry if you do not remember. Okay that is fine.

MS BABADI TLASANA: I do not remember because it is ...

CHAIRPERSON: Yes.

20 **MS BABADI TLASANA:** Quite back; and with the – with the – with doing the construction work we – we send out a bid. We put all our information there. The only thing that we will be signing with the – with the – with the department – with construction is the JBB. I think it is – it is four to five pages. JBB is just – JBCC – it is just a small document.

That is the one that we always sign to – after we have been

awarded the work and then it would be attached into the tender document where the prices and everything are there, yes Chair.

CHAIRPERSON: What is the point you seek to make with reference to that?

MS BABADI TLASANA: So – no – Chair was saying and then I just signed without reading.

CHAIRPERSON: Oh, no what – what I – what I meant was you were not new ...

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** In doing business.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Is that right? So now I am asking you the question whether you understood the importance of reading documents before you signed them. Was that you something you understood as a business person as somebody who was not new in business or you did not understand? I just want to understand whether you understood the importance of reading documents and understanding them before signing them.

MS BABADI TLASANA: Thank you Chair. Chair with regard to the
20 situation of Koreneka when – when we were signing the contract I was told that we need to sign this contract because they have to go – because it was late. It was at about four and Mr van Wyk had to run to – to come back to – to Johannesburg.

It was late in the afternoon and then he asked me to – to sign and yes it was important for me to have read the document but now

because of time and he will say that just sign these things and then you are going to get the document after you have signed. I was asking him can I not have this document so that I can go through it.

He said no, no it is not necessary. Just be signing this thing - these documents because I am going to Johannesburg and I am avoiding to arrive late. Driving in the night is not safe and then that document is going to come back to you after all the signatures are being attached and then you can have – you can go through that document on your own. Yes Chair.

- 10 **CHAIRPERSON:** When he – when he said that did you appreciate that reading it after you have signed might not help if it was a document that you should not have signed?

MS BABADI TLASANA: Chair with the trust that I – I put on Mr van Wyk. He – he was ...

CHAIRPERSON: You did not think there was any danger (intervenes)?

MS BABADI TLASANA: I – I never – I never thought Chair because of the journey that – that has been there.

CHAIRPERSON: Hm.

MS BABADI TLASANA: The – the ...

- 20 **CHAIRPERSON:** Yes.

MS BABADI TLASANA: Honest journey of I am here to assist you.

CHAIRPERSON: Yes.

MS BABADI TLASANA: So that this thing can go well.

CHAIRPERSON: Is that what gave you some comfort that everything would be fine?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Hm; but you knew the dangers of signing without reading?

MS BABADI TLASANA: Yes Chair because ...

CHAIRPERSON: It was just that you - you trusted him?

MS BABADI TLASANA: I trusted – I trusted Mr van Wyk Chair.

CHAIRPERSON: Yes, okay.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Thank you.

10 **ADV KATE HOFMEYR:** Did you follow up after the 15th for a copy?

MS BABADI TLASANA: Immediately after the 15th it was – it was in a very short space of time because now the contract is being signed and now people have to go on training and then we have inception on 1 May. So it never rang a bell that I should demand for the contract by then because the on – on job ...

CHAIRPERSON: Mr van Wyk seemed to be delivering? Did Mr van Wyk seem to be delivering on his promises in terms of now you – your company – your close corporation was starting to train people for the business that it was going to be involved in?

20 **MS BABADI TLASANA:** Yes because there has to be a selection of ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: People who would be working. So it was – it was in a very short space of time because now we were to look into other things for the smooth running of the project.

ADV KATE HOFMEYR: Ms Tlatsana without a copy of the contract how

did you know what services you were going to be providing?

MS BABADI TLASANA: Yes. That is a very good one. I – according to the contract Mr van Wyk told me that was entailed in the contract is ground handling. Ground handling is to get the – the staff who will be bringing in the bags for people from the flight in and out and the marshals that will be directing the – the flight.

It was all the duties that are – okay I will not say all the duties. Yes that what - he said that that is what is going to – to happen because those were the staff who were needed to go and do the job
10 and then again he said there is an agreement – there is an agreement that is entered into with the Department of Transport that the staff – the staff who has been there that was belonging to the Department of Public Works that were doing the cleaning and the gardening Koreneka will have to absorb that staff and they will be doing the cleaning and the gardening and everything.

CHAIRPERSON: Did it not worry you that you had approached SA Express wanting to sell an idea of – your idea of some business to do with them but as I understand your evidence now but now there were a lot of things that were happening and meetings that were happening
20 where you were not involved and there was just somebody coming and saying to you now this is what is happening.

This is what is happening but you were not yourself involved in discussing with those people what was to happen.

MS BABADI TLASANA: Chair by then – by then it – it never came into my mind because the whole thing was let us just take – take the work

and let us just go ahead with the work. Now later is then now – when now all these things happens and then I begin to ask myself but why did I let this – how did this happen.

You end up – I ended up asking myself but why did I allow this. Even though – even though yes I was – I was persuading him to give me the contract because I need to know there are lots of work that we are doing and then are they in the contract. He was saying yes you are being appointed now.

Just be doing the work and that is why again I ended up
10 approach the airport manager – the airport manager. Mr van Wyk is always not around. When I tried to contact him he is not in. He is never in anywhere. Can you just give me the copies so that I can be acquaint with that we are doing? Is it exactly what is in the contract? Mr van Wyk – Mr Malgadi confirmed that yes this is the agreement – this – these things are in the agreement Ms Tlatsana. Koreneka has to do all those duties and to be doing the – the gardening in the airport, to be doing the cleaning in the airport but in any way for now I don't have anything he only made me a copy of the Service Level Agreement the first page and the last page of the Service Level Agreement whilst I
20 was waiting for him.

CHAIRPERSON: But also he had told you that this was going to be a big project or business.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: I'm concerned that you signed lots of documents without reading them, you could have been handing over your company

to him, your close corporation.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: I mean Mr van Wyk I don't know what he will come, what he will say when he comes here, but he might say he gave you the time to read, you knew exactly what you were signing. He might say you are not new in business, you knew what you were signing, he might say you understand English perfectly. He might say he would have had no reason not to give you a chance to read the documents if you wanted to read them, what would you say if he comes and says all of
10 those things?

MS BABADI TLASANA: Chair Mr van Wyk came late to the – to my office, because I waited for him the whole day, he came late and he asked me to sign the document and he said these signatures are not complete, you have to complete the rest of the signatures but you to, to confirm to you that yes you are being appointed, sign these things because I have to go, it's getting late, I have to go back to Jo'burg, and it is not safe for me to be driving in the evening.

CHAIRPERSON: Did he tell you why he couldn't leave the documents with you and you would send them to him in due course after you've
20 read them.

MS BABADI TLASANA: Yes he said he has to come to Jo'burg and complete the signatures because we are only left with the 12 days by then to start the business, to start with the flights at Pilanesberg, and then because Pilanesberg we started it in the 1st of May and then Mafikeng we started 1st of September.

ADV KATE HOFMEYR: Ms Tlatsana just a follow up to that, I can understand if the start date is the 1st of May you have to get moving quickly, but why is that not a reason for either leaving a copy of a contract with you or making sure that you've got enough time to read it and sign it?

MS BABADI TLASANA: Like I just said Chair it would seem that the signatures are not complete, because it was only Mr LNB and my signature in the contract and then he said he's driving down to Jo'burg, after he has gotten all the signatures he will surely bring back my
10 contract, the contract for Koreneka back to Koreneka at some stage and now when I was busy asking him of the contract he was always not – never anywhere. For me it's at the meeting that he has left it, it's still with the Legal Department, it's in my office, I will bring it, it was just so many stories about the contract.

CHAIRPERSON: Yes, no I must just say it just concerns me that you have an entity that you have put together and you sign documents that you haven't read with somebody, how long had you known him by then when you signed, Mr van Wyk, how long had you known him?

MS BABADI TLASANA: It's not long Chair.

20 **CHAIRPERSON:** What, a month, three months, six months?

MS BABADI TLASANA: Seven months.

CHAIRPERSON: About seven months.

MS BABADI TLASANA: I'm just responding, I'm not quite ...

CHAIRPERSON: Had you been to his office?

MS BABADI TLASANA: No, I've never been to his office.

CHAIRPERSON: Did you know where he lived?

MS BABADI TLASANA: No, I knew at a later stage when now there was a document that – which document – because that other day he said I should come and meet him in Jo'burg.

CHAIRPERSON: Ja, but I'm talking about at the time you signed these documents without reading them, did you know where he lived at that time?

MS BABADI TLASANA: I don't remember, I don't know if it was ... (intervention)

10 **CHAIRPERSON:** You can't remember whether you knew where he lived at that time.

MS BABADI TLASANA: Ja.

CHAIRPERSON: Did you subsequently get to know where he lived?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Yes, did you know any background about him at the time you signed these documents that he gave you without reading them?

MS BABADI TLASANA: No Chair, Chair I trusted the General Manager for S A Express.

20 **CHAIRPERSON:** But you didn't know where he lived, you didn't know his background, and you didn't know why he would be so keen to assist you and your company except that you just thought he must be helping, he must be committed to helping you I guess, is that right?

MS BABADI TLASANA: Yes Chair, I was just – he was there assisting and the belief, the trust, trusting this so much.

CHAIRPERSON: You didn't think it prudent to talk to somebody else and get advice how to handle this so that you didn't depend on him only in doing things about getting the business that you were getting.

MS BABADI TLASANA: The other thing it's just Chair I don't want to – because I told the Chairman ...(intervention)

CHAIRPERSON: Mr Gobeni?

MS BABADI TLASANA: Mr Gobeni and the Premier knew that there is – I had this idea, I don't think, I never thought that maybe he could mess-up in between because these are prominent people, if something
10 that is in the office of Premier, the office I am talking the Province of the Premier, no one can jeopardise that and ...(intervention)

CHAIRPERSON: Yes, but the Premier had never returned your calls and you tried many times.

MS BABADI TLASANA: Yes, I'm saying this in a sense that that trust that I had with him ...(intervention)

CHAIRPERSON: Was based on that?

MS BABADI TLASANA: Yes I was just relaxed that you know he's definitely not, because immediately after I signed this and then there was no this election of people and everything was just now moving fast.

20 **CHAIRPERSON:** Yes okay, no that's fine, I just wanted to try and understand that part of signing documents without the chance to read them and understand them, but yes, you trusted Mr van Wyk, that's the – that is what drove you to sign without reading.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Ja, okay.

ADV KATE HOFMEYR: Ms Tlatsana I would like to follow up just on one question in relation to the extent of that trust, because as I understood your testimony a moment ago you indicated, and you will correct me if I'm wrong, if my understanding is incorrect, you said one of the reasons you were given for why you had to rush and weren't able to read it before you signed was because you needed to take it back to Johannesburg for other signatures, did I understand you correctly?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: You see Ms Tlatsana the difficulty I have with
10 that, and I must put it to you so that you can answer it, is the only contact that involved Koreneka is the contract we're calling the Koreneka agreement, correct?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And we looked at the signature page a moment ago, it's at page 109 of the bundle in front of you, and you told us that the signatures were already there for South African Express at the time that you signed. Now if that's so why didn't you question him and say but the signature is already here, what do you have to take it back to Johannesburg for?

20 **MS BABADI TLASANA:** It was only Mr – it was only the CEO's signature, his was not there and there were no witnesses.

ADV KATE HOFMEYR: Yes, but the relevant signature for legal purposes is the signature of the CEO, did he give you a different understanding?

MS BABADI TLASANA: Yes, the signature of the CEO was there yes

and I attached mine and then he had to wait and get the witnesses because he was saying that he will get the witnesses from S A Express there because in the office there was no one there, I was just alone in the office, because it was late, everybody has gone home.

ADV KATE HOFMEYR: He never got other signatures did he, you can see on that page?

MS BABADI TLASANA: No I saw this after seven months.

ADV KATE HOFMEYR: So was he specific to saying witnesses needed to sign?

10 **MS BABADI TLASANA:** Was he?

ADV KATE HOFMEYR: Did he specifically say witnesses needed to sign?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: What would they be witnesses if they weren't with you when you signed?

MS BABADI TLASANA: Especially he was talking about witnesses for S A Express, because me I just signed and I was alone in the office because it was already late.

ADV KATE HOFMEYR: Ms Tlatsana if we can then, I did have another
20 follow-up question, just in relation to what you understood, so we were going through what – despite you not having a contract you understood you would be doing, right, and I understand your testimony to be you would be doing ground handling which was moving people in and out and there was certain cleaning and gardening services you would need to take over, is that correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Was that communicated to you on that 15th of April when you signed?

MS BABADI TLASANA: No, not on the – the gardening not on the 15th of April when I signed.

ADV KATE HOFMEYR: So on the 15th you were just told about ground handling, is that right?

MS BABADI TLASANA: I was just told about signing the contract.

ADV KATE HOFMEYR: But what were you signing to do then?

10 **MS BABADI TLASANA:** Yes, to do, yes so the called ground handling at the airport and there was going to be other jobs that I will be doing which that document that information that is entailed will be given to us, I think he was talking referring to this, the SLA agreement which I never got it.

ADV KATE HOFMEYR: And how were you going to be paid?

MS BABADI TLASANA: I didn't know the format, the amount that we were going to be paid, all I know is this project was going to be huge, and with me in my head the payment was going to be for the work that we were to be doing of the ground handling.

20 **CHAIRPERSON:** But are you saying you were signing an agreement with S A Express to do work, that is your close corporation, to perform work and you didn't know what you would charge for the work. In other words did you know what the agreement was as to how you would be paid as – how your company, your close corporation would be paid for this ground handling work, and at what rate it would charge?

MS BABADI TLASANA: Chair I didn't know how much the company was going to be paid for the work that ...(intervention)

CHAIRPERSON: You didn't even ask him, Mr van Wyk, leaving aside the question of what may have been written in the contract, did you not ask him to say okay now you have brought an agreement you want me to sign, now you mean I'm binding my company, I'm binding my close corporation to say it will do this work but I don't know what it will be paid and how, at what rate it will be paid and how I am supposed to charge, did you then ask him how am I going to charge, what is the rate

10 that we are agreeing upon?

MS BABADI TLASANA: Okay, the explanation that I remember was the staff that would be doing the work and an extra 10% for the work that ...(intervention)

CHAIRPERSON: I'm sorry just repeat that, the staff that will be doing ...(intervention)

MS BABADI TLASANA: All the staff that were to be doing the work of the ground handling, Koreneka is going to pay them and plus the 10% added on top for the administration purposes.

CHAIRPERSON: Well before you talk about what Koreneka would be
20 the workers, its workers, or the workers who would do the work I want to find out whether you say, you are saying you signed a contract that Mr van Wyk gave you, which was saying your close corporation would do the ground handling work without knowing how you would be paid, how your close corporation will be paid and would charge for that work.

MS BABADI TLASANA: Chair my apologies for this, let me just go a

little bit backward.

CHAIRPERSON: Yes, you want to go back a little bit.

MS BABADI TLASANA: With regard to the charging I – it was that the people that are going to be doing the work in the office, I'm sorry if maybe I'm not understanding.

CHAIRPERSON: No, no, no, I'm just listening, I want to understand you see when one reads your statement, or at least when I read it, one gets the impression that you may have been taken advantage of, okay, but I am enquiring so that I understand whether that is the position
10 indeed or whether it is not the position, okay.

MS BABADI TLASANA: Yes Chair, I think I mentioned this earlier on that you know when you – when you get a contract because things would be sleeping, when you get a contract I was just so excited for yes thank you, we've got this work and then I signed the contract, and inside the contract I knew that because there were staff that was going to be appointed to be doing the practical job on the ground.

CHAIRPERSON: Yes, no we will come to that, my question is did you sign a contract that your company, your close corporation would do the ground handling work, would employ people and do the ground handling
20 work without knowing what your company would be paid by S A Express.

MS BABADI TLASANA: Yes Chair because Mr van Wyk said the layout of the payment for the work that I am going to do is going to be sent at a later stage, so that I would know how much would I be paid and I didn't – me I never even expected the other amounts, I was

knowing that maybe it could be just to run and to be taking care of.

CHAIRPERSON: But what did you think would happen if ... (intervention)

MS BABADI TLASANA: Come again Chair?

CHAIRPERSON: What did you think would happen if when the what you call layout came later on and it reflected that the money that your company would be paid was so low that you would not be able to pay the staff that would do the work.

MS BABADI TLASANA: I don't know how to answer that one Chair
10 but yes it's an honest question.

CHAIRPERSON: You see if I decide that I want the owners of this building to give me a contract to clean this hall every morning before I can see an agreement with them I need to have an idea how many workers I am going to need to do this work and have an idea how much I am going to need to pay them and have an idea how much profit I will also have, and have an idea what other expenses I will need to incur so that then when I negotiate with the owner of this building to say they must give me a cleaning contract for to clean here every morning then I can say to them I won't agree to a contract if what you will pay my
20 company is less than this amount per hour, per day or whatever. Do you understand that?

MS BABADI TLASANA: I do understand Chair.

CHAIRPERSON: Because if I don't do that I just sign I might find that I need ten workers to work here, but the money that they give me is not even enough to pay five workers and then I don't get anything myself.

You understand that?

MS BABADI TLASANA: I do Chair.

CHAIRPERSON: So now I am trying to understand how you could sign and agree sign a contract to provide work without even knowing how much you would charge for the work that you were going to do. What if S A Express was going to give you a small amount of money that would not enable you to pay workers and you would not make profit yourself so you end up just working and you gain nothing. I would have thought that as a business person that would be uppermost in your mind, you
10 would say no I don't want to work nothing, I must make a profit that's why I've got a business, that's why I have a company to run a business, I am here for a business, I must be able to pay my staff, I must be able after I have paid my staff and all my expenses have money to myself.

MS BABADI TLASANA: Okay yes Chair I think that one now I am getting a little bit there.

CHAIRPERSON: You understand now?

MS BABADI TLASANA: Ja, I'm betting a little bit light because no one would work for free.

CHAIRPERSON: Yes.

20 **MS BABADI TLASANA:** Yes Chair in the beginning Mr van Wyk when he was saying that I should bring these two people into the company he was saying that this project is going to be big and big in a sense that it could be millions and whatever, even though he didn't specify how much – to me he didn't specify how much but if now he says big in and millions and again when I look at the number of staff that will be doing

the ground handling as well as the taking of language I think there were five or seven per airport, seven for Pilanesberg, seven for that, there was going to be enough money for ...(intervention)

CHAIRPERSON: You thought that whatever happens he was talking big amounts.

MS BABADI TLASANA: Yes.

CHAIRPERSON: Millions, therefore you would still have some money, after paying the staff.

MS BABADI TLASANA: Yes there would still be money at least Rand
10 for phone and for fuel and stuff, yes.

CHAIRPERSON: Ja, and you trusted that what he had told you was in the documents that you signed?

MS BABADI TLASANA: Yes that was what was in my mind because I mistakenly I signed the documents, not mistakenly yes I signed the documents, it was late and he was saying that the document is going to come back to me, I was thinking if the document is going to become we start the work and after that, after he left the following week, because I think it was on Thursday/Friday, the following week now it was the staff to be put into, to be arranged the uniforms and all this, everything was
20 just moving very fast Chair.

CHAIRPERSON: Okay thank you.

ADV KATE HOFMEYR: Ms Tlatsana we then need to go to when your work commenced at the airports, when was that?

MS BABADI TLASANA: The work commenced on the 1st May 2015.

ADV KATE HOFMEYR: And was in respect of both airports?

MS BABADI TLASANA: No.

ADV KATE HOFMEYR: So which airport was that?

MS BABADI TLASANA: Pilanesberg started on the 1st of May.

ADV KATE HOFMEYR: And when did Mafikeng start?

MS BABADI TLASANA: It started 1st September.

ADV KATE HOFMEYR: Of the same year, of 2015?

MS BABADI TLASANA: 2015 yes ma'am, yes Chair.

ADV KATE HOFMEYR: And now can I just understand in that whole period up until early 2016 you never had a copy of the contract?

10 **MS BABADI TLASANA:** No I never had a copy of the contract Chair.

ADV KATE HOFMEYR: And when did you first ask for one?

MS BABADI TLASANA: I've always been asking for a copy of the contract, but there will always be excuses. I've always wanted it, but ...

CHAIRPERSON: When you started on the dates that you have given ... (intervention)

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Had you already signed the contract or had you already signed this batch of documents that Mr van Wyk gave you?

20 **MS BABADI TLASANA:** Yes Chair.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: So just for the chronology I have it that you signed on the 15th of April, is that correct?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: You started at Pilanesberg on the 1st of May,

is that correct?

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: And you started at Mafeking on the 1st of September.

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Before commencing both of those bits of work had you asked for the contract?

MS BABADI TLASANA: I've always been asking for the contract Chair.

10 **ADV KATE HOFMEYR:** Is there a record of that in writing?

MS BABADI TLASANA: No I would pick up the call, when are you coming, or when are we receiving the contract.

ADV KATE HOFMEYR: Okay I would then like us to go to page 15 of your affidavit, 15, because I want to now start talking about the payments and the money, what came into your account and what went out of your account, and Chair and Ms Tlatsana what I propose we do is we track it through your affidavit and then we will take a look at the diagrams just so that we can get a sense of how it all plays out, with your leave Chair we will proceed on that basis.

20 **CHAIRPERSON:** Yes, no, that's fine, I didn't mention to you but I think we will take a break at six.

ADV KATE HOFMEYR: Certainly Chair.

CHAIRPERSON: Ja, okay.

ADV KATE HOFMEYR: Let's start with the first payment that Koreneka received Ms Tlatsana, you will see that at page 15, and it's

paragraph 4.27, right. You record there in your affidavit on 6 May 2015 an amount of R8.5million was received by the first respondent, just for reference purposes Chair that is Koreneka in the litigation, from S A Express:

“As set out above is a part payment in respect of ground handling services to be executed by the first respondent which is Koreneka.”

That part payment Ms Tlatsana I suggest to you is a product of what you later understood to be the agreement, because as at the 6th of May
10 you don't have a contract yet do you?

MS BABADI TLASANA: I never had a contract.

ADV KATE HOFMEYR: But were you aware that R8.5million came into the bank account of Koreneka?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Okay who was going to ...(intervention)

CHAIRPERSON: I'm sorry Ms Hofmeyr, bearing in mind that you had not been able, you had not read the contract when you signed it.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Did you know whether there was to be any money –
20 did you know when payment would be done to Koreneka and what would need to happen before payment was done, did you know any of those things from being told by Mr van Wyk maybe?

MS BABADI TLASANA: No Chair I didn't know that there was going to be this flow of money.

CHAIRPERSON: Yes you, what was your understanding of what, of

when you would be paid and what may have needed to be done in order for you to be paid?

MS BABADI TLASANA: My understanding and my experience is to be paid after the work is done.

CHAIRPERSON: After the work had been done?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And you would put in an invoice that was your understanding?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Okay, alright.

ADV KATE HOFMEYR: Did you enquire about how you would put in this invoices and what the process would be?

MS BABADI TLASANA: I didn't enquire Chair because the accountant was already appointed doing all these invoices.

ADV KATE HOFMEYR: Did you check with him that he was invoicing?

MS BABADI TLASANA: I didn't check with him because they were telling that we will have monthly meetings and then when you come for monthly meetings all these will in files and then I will be able to see what has happened.

20 **CHAIRPERSON:** When did the accountant start working?

MS BABADI TLASANA: He started working the 1st of May 2015.

CHAIRPERSON: 1st of May 2015.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And was he working full time for your close corporation or was he having his own offices and he was taking care of

the business without being an employee of the company, do you know?

MS BABADI TLASANA: He was working from his office in Jo'burg.

CHAIRPERSON: Oh okay, so he was based in Jo'burg?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And had you met him by the time of this payment of R8.5million?

MS BABADI TLASANA: I met him before, not with the time of R8million, because they were the ones doing the invoices, I have never done any invoice.

10 **CHAIRPERSON:** Yes, but had you met him, did you know him face to face?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: By this time?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay, had you met – how many times had you met him, more or less?

MS BABADI TLASANA: Twice.

CHAIRPERSON: Twice?

MS BABADI TLASANA: Yes Chair.

20 **CHAIRPERSON:** Okay and Ms Phiri had also started being a member of the – being registered by this time?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And Mr Thabeng had he also been registered ... (intervention)

MS BABADI TLASANA: Yes.

CHAIRPERSON: As a member of the close corporation?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay, thank you.

ADV KATE HOFMEYR: Just flowing from the Chair's question before we get to the payments were you in contact with Mr Phiri and Mr Thabeng to set up meetings about the management of the close corporation?

MS BABADI TLASANA: No.

ADV KATE HOFMEYR: Did you ever contact them about that?

- 10 **MS BABADI TLASANA:** Mr van Wyk indicated that it is not necessary for them it would be best if it's me and Mr Calisillera with his assistance to come and see if things were going well.

CHAIRPERSON: Did your close corporation have an office from where it operated?

MS BABADI TLASANA: Yes sir.

CHAIRPERSON: Where was the office?

MS BABADI TLASANA: In the NWDC Industrial site in Mafeking.

CHAIRPERSON: Yes you were based where the documents of the office were kept?

- 20 **MS BABADI TLASANA:** The documents of the – most of the ... (intervention)

CHAIRPERSON: Of the company.

MS BABADI TLASANA: ...documents of the office were kept with the Airport Manager, with me it was just some information and reports.

CHAIRPERSON: Okay but I'm now referring to the period before you

got into a contract with S A Express, is that – is the office the place where you used to keep company documents?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay, and then when you had this contract with S A Express did that change?

MS BABADI TLASANA: No.

CHAIRPERSON: It did not change.

MS BABADI TLASANA: No it did not change.

CHAIRPERSON: Okay, alright, thank you.

- 10 **ADV KATE HOFMEYR:** And Ms Tlatsana when Mr van Wyk said to you that Ms Phiri and Mr Thabeng didn't need to play a role in the close corporation and its running did you raise with him then why he said to you that they would be useful for the smooth running of the business?

MS BABADI TLASANA: And then he later explained Chair that it would be improper for them because they've got the work that they are doing, and by then I didn't just take it into consideration because I know that where Mr Thabeng is, I met with him in his office, and Ms Phiri I met her at her house and now because that was the information that Mr van Wyk was giving I just thought okay it's fine I will do the work.

- 20 **ADV KATE HOFMEYR:** Chair I see we're at six o'clock.

CHAIRPERSON: Yes, let's take ten minutes, is ten minutes fine? We will take a ten minutes break, Ms Tlatsana if its fine with you we would like to proceed at least until, maybe until seven, is that fine with you?

MS BABADI TLASANA: I have asked for a lift, I don't know.

CHAIRPERSON: Oh is that so, maybe during the tea break you can

talk to whoever and let's see whether that would be fine.

MS BABADI TLASANA: Okay Chair.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: Thank you Chair.

CHAIRPERSON: We will take a ten minute adjournment. We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Ms Tlatsan, is 7 o'clock fine with you?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** It is fine?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay alright. Ms Hofmeyr, we spoke about working into the evening.

ADV KATE HOFMEYR: Yes Chair.

CHAIRPERSON: And I did have in mind that I could go up to 19h00 but I didn't exclude the possibility of going beyond that if need be. If it was necessary but I think that probably we should stop at 19h00.

ADV KATE HOFMEYR: Chair, I think that would be appropriate. I also know that a number of the persons who are attending for the to watch
20 the evidence particularly legal representatives also of Ms Phatudi who was implicated.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: Many of them have indicated to me over the break that they actually have to travel back to Mafikeng tonight. So I think in that context 7 o'clock is probably the outer limit for many of

them.

CHAIRPERSON: Yes. No, that's fine even though I don't guarantee that in the future we won't go beyond 19h00.

ADV KATE HOFMEYR: There's no- no we certainly wouldn't hold you to it, Chair.

CHAIRPERSON: But for today we for this evening we'll stop at 19h00. Okay alright.

ADV KATE HOFMEYR: Thank you Chair.

CHAIRPERSON: I know that we probably haven't made as much
10 progress as you were hoping for.

ADV KATE HOFMEYR: Not at all.

CHAIRPERSON: And so I guess we will talk just before 19h00 about what the way forward.

ADV KATE HOFMEYR: Yes indeed.

CHAIRPERSON: Okay, thank you.

ADV KATE HOFMEYR: Thank you, Chair. Ms Tlatsana, we were page
15 of your affidavit and were starting to deal with payments and money
and what came in and what went out. And we were at paragraph 4.27
where you record in the affidavit that on the 6th of May an amount 8.5
20 million came into the Koreneka bank account, correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Can I just ask at this point, who had control of the Koreneka bank account? Who was able to authorise payments out of the account?

MS BABADI TLASANA: It was Mr David Kalisilira, Chair.

ADV KATE HOFMEYR: Now him alone or him with you or what was the arrangement?

MS BABADI TLASANA: He was doing the invoices Chair and he was paying the salaries. And I was checking on the statement through the phone for every transaction. If there will be something the agreement was if there would be something beyond that at least if I would be told that this is going to happen at least if I could have information about that and an invoice that's how we were working, yes Chair.

ADV KATE HOFMEYR: Ms Tlatsana, just to be a little bit more precise
10 maybe on my part. What I'm wanting to understand is who could transact from the FNB account that you opened for the company? Who could put in the password to make the payment go out?

MS BABADI TLASANA: It's Mr David Kalisilira, Chair.

ADV KATE HOFMEYR: And could he do that without you also being involved in authorising the payment?

MS BABADI TLASANA: Like I say Chair, the agreement was for every transaction if they let me know I would know that R 200 has to go for payment for this and for payment for this.

CHAIRPERSON: Maybe if we can start a little earlier. For purposes of
20 opening this FNB account.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Did you go to an FNB branch to open the account?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You did?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Alone or with somebody?

MS BABADI TLASANA: With the two partners.

CHAIRPERSON: Ms Phiri and.

MS BABADI TLASANA: Mr Thabeng.

CHAIRPERSON: Yes.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And you signed some documents for purpose of opening the account at FNB?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON**: Did they also sign?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Do you- were you all three signatures to the account?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: As you understood the position- or let me ask this, was there a cheque account?

MS BABADI TLASANA: Yes Chair, it was a cheque account sir.

CHAIRPERSON: In order to make out a cheque, was one signature of any one of the three of you sufficient or did it have to be two people or three people to sign it?

20 **MS BABADI TLASANA**: No, it had- we have to be two Chair.

CHAIRPERSON: Any two of you?

MS BABADI TLASANA: Yes, any two of us Chair.

CHAIRPERSON: Was the position not that your signature had always to be there then it could either be one of the other two but yours had to be there, was that not the case?

MS BABADI TLASANA: In the documents, yes Chair it was either one of us but now the payments we were not using the cheque.

CHAIRPERSON: Yes.

MS BABADI TLASANA: It was an EFT.

CHAIRPERSON: No, that's fine I'll come there. So but in terms of what was signed, your understanding was that if the two of them signed alone and you are not there, there cheques would be good enough? It could be paid?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Ja, and if you signed with any one of the two of them that cheques would be fine?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: But you say that you were using EFT to transact.

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay, I think Ms Hofmeyr can take it from there but you can explain what you want to explain.

MS BABADI TLASANA: Yes Chair, the account is a cheque account but we didn't have the cheque book.

CHAIRPERSON: Yes okay. Yes no you didn't have a cheque book but
20 it was a cheque account.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: But for purposes of transacting on the account, two signatures were necessary if it was something to be signed.

MS BABADI TLASANA: No, there was never anything to be signed Chair.

CHAIRPERSON: There was never anything to be signed?

MS BABADI TLASANA: No Chair.

CHAIRPERSON: So everything was EFT?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And in that case you just needed to know the pin number and then you could transact?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay alright.

ADV KATE HOFMEYR: And did you give those pin details to Mr
10 Kalisilira?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And just to go back to my earlier question, did that mean that he could make an EFT payment? I'm talking now not in terms of what agreement you might have had with him but the mechanics of it. Could he go onto the bank account of Koreneka?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And could he using the pin or the password himself make payments out of the account?

MS BABADI TLASANA: Yes Chair.

20 **ADV KATE HOFMEYR:** And was he the only other person you gave those bank details to?

MS BABADI TLASANA: Yes Chair, it was only him.

ADV KATE HOFMEYR: Does that also mean it wasn't given to Ms Phiri or Mr Thabeng?

MS BABADI TLASANA: No, because they were never. No, they were

never in the office.

ADV KATE HOFMEYR: So just to be clear, you could go on to the account, could you and make payments?

MS BABADI TLASANA: No, I couldn't go into the account and make payments. No.

CHAIRPERSON: Why not?

ADV KATE HOFMEYR: Why not?

MS BABADI TLASANA: It was the responsibility of Mr Kalisilira.

CHAIRPERSON: So even if you wanted to, you could not. You were
10 not allowed?

MS BABADI TLASANA: Yes Chair because according to Mr van Wyk because he was in that day, all these monies that are coming in is for the purpose of salaries otherwise the rest is going to be for the purchase of the fire truck and the cameras in the airport.

CHAIRPERSON: Did you keep your ABSA bank account of the close corporation?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: So this was an additional account, you didn't close the ABSA account?

20 **MS BABADI TLASANA:** No, I didn't close it because when we were opening- we were there to adjust to bring members it has some funds in it and I have not closed it.

CHAIRPERSON: Yes. So but what you are saying is you understood the arrangement that you entered into to entail that you were not allowed to or into the account and make any payments?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And just to probe once more the difference between what your agreement was and what you could actually do independent of the agreement, I just want to get clarity on that. I understand your testimony to be the agreement was Mr Kalisiliria would do all of the payments, correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: But as a matter of fact could you yourself go onto the account on the internet and make an EFT payment?

10 **MS BABADI TLASANA:** No Chair.

CHAIRPERSON: Why not?

MS BABADI TLASANA: The responsibility it's all with Mr Kalisiliria.

CHAIRPERSON: Sorry?

MS BABADI TLASANA: The responsibility it's with Mr Kalisiliria.

CHAIRPERSON: No, we understand that. Ms Hofmeyr said she understands what the arrangement was.

MS BABADI TLASANA: Yes Chair.

20 **CHAIRPERSON:** Okay. But what she's asking is, suppose that you decided that you know what let me check whether there is still money in this account. Could or you say you decided this is my company, I want to pay my workers myself, I want to take some money and pays my workers myself or if you decided to do whatever even though the money might have been for the payment of workers. If you decided look I need some money, there is still two weeks before I have to pay the workers. Let me take this money and use it for the business and then I will get

another money and put it back. Is there anything that would have prevented you from actually doing that?

MS BABADI TLASANA: Chair, nothing would have prevented me from doing that.

CHAIRPERSON: Yes. You knew all the information you needed to know to do that.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And you knew exactly what to do?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** But you considered yourself- you just respected the arrangement that was made?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay. Ms Hofmeyr, does that help?

ADV KATE HOFMEYR: Thank you, Chair, I'm indebted to you.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: So if we go back to page 15 paragraph 4.27 so you've started work- sorry just to orientate ourselves chronologically. Work commences on the 1st of May 2015, correct?

MS BABADI TLASANA: Yes Chair.

20 **ADV KATE HOFMEYR:** And on the 6th of May an amount of 8.5 million comes into the account of Koreneka, correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Were you notified of that amount coming into the account?

MS BABADI TLASANA: At first I was not notified, Chair.

ADV KATE HOFMEYR: So how did you establish that that had come into the account?

MS BABADI TLASANA: I realised in my phone when it was ringing that there's money that just entered into the account.

ADV KATE HOFMEYR: So you did receive a notification when it comes in?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: That was on your phone?

MS BABADI TLASANA: Yes Chair.

10 **ADV KATE HOFMEYR:** And is it an SMS or some such notification?

MS BABADI TLASANA: Yes, the notification and SMS. Yes Chair.

ADV KATE HOFMEYR: Okay because then if we go to the next paragraph 4.28 you there start to talk about the first amounts that go out of the account. As I have there you say, on 7 May I was notified of a payment of 2 million rand by way of SMS notification via my phone from FNB that it had been transferred from and I'm reading in for first respond in Koreneka's account, is that correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Did you know what that payment was for?

20 **MS BABADI TLASANA:** The response that I was told by Mr van Wyk that there is going to be money that is going to go out that are going to do the repairs in the airports.

CHAIRPERSON: What repairs?

MS BABADI TLASANA: I didn't know what was broken in the airports, Chair. But he said they they are going to do the airports because

they've long been standing without being used.

CHAIRPERSON: What has been standing without being used?

MS BABADI TLASANA: The buildings, the airport.

CHAIRPERSON: Ja.

MS BABADI TLASANA: Yes, and now there were supposed to be some repairs that are going to be made.

CHAIRPERSON: Did you understand part of the job that had been given or your close corporation had been given as including doing repairs to the building?

10 **MS BABADI TLASANA:** My knowledge is a contractor, building contractor. Repair would in my knowledge would mean if the wall is broken, you'll fix. If the light is not working, you will fix. If the door is not working, you will fix.

CHAIRPERSON: Yes, but you talking 2 million here.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: But did you- was your understanding that the contract or the agreement that your close corporation had with SA Express included that you must repair the walls in the building?

MS BABADI TLASANA: No Chair, I didn't know even though Mr
20 Bakhaki(?) told me that yes, it's part of the work that I will be doing, the airport manager.

CHAIRPERSON: Mm.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: That is somebody other than Mr van Wyk who told you that?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: What was the name of the airport manager?

MS BABADI TLASANA: Mr Bakhaki.

CHAIRPERSON: He's the one who told you that part of your responsibilities is to repair the building.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Was this on the occasion or around the time that there was this money that went out of your companies account?

MS BABADI TLASANA: Yes Chair, because I would ask and then I'll
10 be told relax your mind we are repairing we are fixing the airports.

CHAIRPERSON: And did you ever ask to see where the repairs was supposed to be done on the walls of the airport?

MS BABADI TLASANA: I wouldn't, by then Chair I didn't even go to the airports to go and see those repairs because Mr Brian would tell me that Babadi if everything ... (intervenes)

CHAIRPERSON: It's Mr van Wyk.

MS BABADI TLASANA: It's Mr van Wyk.

CHAIRPERSON: Just want to make sure that the transcript doesn't reflect that it's somebody else. Mr Brian is somebody else, it's Mr van
20 Wyk.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Ja.

MS BABADI TLASANA: Everything is going well, people are there, people are working, people are doing the work. Just relax everything is going accordingly.

CHAIRPERSON: So you would not go to inspect the damage on the walls of the airport building that were to be repaired or the roof or whatever was damaged that needed to be repaired?

MS BABADI TLASANA: No Chair, because I would want to do the- remember I would want to do the work now he would say, no no you are a big man now. Young people, small people are the ones who have to do this construction work.

CHAIRPERSON: That's what Mr van Wyk said to you?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Said you don't need to bother about this other things other people working for you would need would take care of them?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And how many workers did Koreneka employee as at this time around the 6 7 8th May, how many workers were employed by Koreneka?

MS BABADI TLASANA: I'm not quite sure of the number but I think if you can look into the bank statements we can see how many people were paid.

CHAIRPERSON: Ja, but give me an estimate. About 10, about 20,
20 about 100?

MS BABADI TLASANA: No, less maybe 20 25 people.

CHAIRPERSON: Maybe 20 25.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: In regard to what airport?

MS BABADI TLASANA: Yes, with regard to Pilanesberg airport.

CHAIRPERSON: Pilanesberg, ja.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay, and they were all people who were working on to process the passenger were checking in and so on?

MS BABADI TLASANA: No, there was that were doing the ground-handling, they were about seven. And then the other number is of the cleaners and the gardeners.

CHAIRPERSON: Yes.

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Okay. And were you surprised that such a big account had gone into your account 8 million rand on the 6th- 8.5 million rand on the 6th of May in circumstances where you had not even finished a month doing this work. Your company had not even finished a month doing this work?

MS BABADI TLASANA: Yes, I asked Chair and Mr van Wyk explained that is the pre-payment of the work that needs to be done.

CHAIRPERSON: Mm.

MS BABADI TLASANA: Yes Chair.

20 **CHAIRPERSON:** You understood that that pre-payment would take would cover what period? One month, two months, three months or did you know how much that was supposed to cover?

MS BABADI TLASANA: The pre-payment, the whole amount was to be allocated for a period of a year.

CHAIRPERSON: Okay yes.

MS BABADI TLASANA: Yes, so now this is a portion of the money that

is being paid out.

CHAIRPERSON: What was the amount that the whole amount that you understood to was meant to be paid to your company as at this time?

MS BABADI TLASANA: Yes, according to the contract that Koreneka entered into because there's version Mr van Wyk said. The first year was to be 50 51. something million, the second year 31 31. Those were the amounts that were there but I didn't have a document hence Mr Bakhaki ended up giving me the layout of the monies to be paid for during that work.

10 **CHAIRPERSON:** But was that information that you knew as at May 2015, ja 2015. The information of how you work your company was your close corporation was going to be paid? Is that what you knew at that time or is it what you know now but that you didn't know at that time?

MS BABADI TLASANA: No, I knew at that time because now I was told that no no, this 8.5 this is the first part payment.

CHAIRPERSON: Yes.

MS BABADI TLASANA: Of the whole amount for both airports.

CHAIRPERSON: Yes.

20 **MS BABADI TLASANA:** Yes, because we started first with Pilanesberg and then Mafikeng at a later stage.

CHAIRPERSON: Okay, thank you.

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And then as I have it at the bottom of page 15 paragraph 4.28 you have a 2 million go out notification. Did you

contact Mr van Wyk shortly after that?

MS BABADI TLASANA: Yes Chair, because he in the spirit of helping me he was saying that day, you all need to know the money that is coming in and the money that is going in so that I should be informing him with all these transactions.

ADV KATE HOFMEYR: And if you turn over the page to page 16 your ... (intervenes)

CHAIRPERSON: Sorry ne, I'm sorry Ms Hofmeyr.

ADV KATE HOFMEYR: Apologies Chair.

10 **CHAIRPERSON:** Just to tie up something that relates to a question I asked much earlier.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: The arrangement that you had with Mr van Wyk and the accountant, would it be correct to say it would have allowed or it could have allowed the accountant to transfer all the money your close corporations account out and transfer it somewhere and you would only know after the event, after that had happened?

MS BABADI TLASANA: Then no, that I know because for every transaction I would for every transaction I would know and any money
20 that is above 5 million, I would know the bank would confirm if I've got an idea about then I will tell them I didn't.

CHAIRPERSON: So but if it was less than 5 million would the position be that he could the arrangement you had with him and with Mr van Wyk could have allowed him to transfer a few millions not more than 5 million out of your account and you would only know after the transfer

has happened?

MS BABADI TLASANA: The arrangement was for every transaction I would know Chair. If there was going to be any transaction, I would know Chair.

CHAIRPERSON: Was the arrangement that he had to speak to you before taking out any money transferring any money and amount? Or was there a limit to say if it's an amount that is not more than X, then he didn't need to talk to you beforehand but if it was going to be above a certain amount, he needed to speak to you first?

10 **MS BABADI TLASANA:** The person who was talking to me with regard to the transactions was Mr van Wyk.

CHAIRPERSON: Yes, but even with him was the arrangement that the accountant could transfer money out without first talking to you if it was not above a certain amount.

MS BABADI TLASANA: That time I have never experienced that Chair.

CHAIRPERSON: Your discussion did not include that?

MS BABADI TLASANA: Every transaction that goes out, I would know. They would inform me.

CHAIRPERSON: No, I want you to distinguish between getting
20 knowledge by way of an SMS notification from the bank.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Which is after the transfer had happened as I understand the position and a position where he would speak to you first and say I need to transfer such and such an amount for this purpose. I want you to distinguish between the two. You understand?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Between when was he required to speak to you first before transferring money out of the account or did he not have to speak to you first?

MS BABADI TLASANA: He would inform he would definitely need to inform me that this kind of money is going out but the most person that was talking was Mr van Wyk.

CHAIRPERSON: Yes but did the arrangement made with him and Mr van Wyk.

10 **MS BABADI TLASANA:** Yes, was to talk to me.

CHAIRPERSON: In terms of that arrangement was he always required to speak to you?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Or irrespective of how much the amount was?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay alright. But if he chose, if he were to decide not to speak to you, there's nothing that would have prevented him from transferring any amount as long as it was not above 5 million?

MS BABADI TLASANA: Yes Chair.

20 **CHAIRPERSON:** Okay.

ADV KATE HOFMEYR: Chair, I'm indebted and I would like to just go back to page 15 because I do think there in the impression that's created in paragraph 4.28 is probably not consistent Ms Tlatsana with the evidence you've given because if you read paragraph 4.28 on page 15 you'll see it says there the first payment of 8.5 million was made on 6

May 2015. On 7 May 2015, I was notified of a payment of 2 million by way of SMS notification via my phone from FNB that had been transferred from the Koreneka account. With respect, if I read that it's suggesting to me that you only find out after the payment has been effected. But I understand from your evidence now and I'd like your comment if I'm misunderstanding it. You said no, you'd need to be contacted by Mr van Wyk before the payment and can I take it then that you were contacted before this 2 million rand went out on the 7th of May and you were told by him what it was for?

10 **MS BABADI TLASANA:** Maybe I misunderstood the English, Chair.

ADV KATE HOFMEYR: Sure.

MS BABADI TLASANA: My apologies Chair.

CHAIRPERSON: Ja.

MS BABADI TLASANA: My apologies with my little grammar.

CHAIRPERSON: No, that's fine.

ADV KATE HOFMEYR: It's fine.

MS BABADI TLASANA: My apologies.

CHAIRPERSON: No, feel free.

MS BABADI TLASANA: Chair, the agreement was for every
20 transaction I should know.

CHAIRPERSON: Beforehand?

MS BABADI TLASANA: Beforehand?

CHAIRPERSON: Before the transaction is effected?

MS BABADI TLASANA: For every transaction I have to know.

CHAIRPERSON: Ja, beforehand.

MS BABADI TLASANA: Yes.

CHAIRPERSON: Okay.

MS BABADI TLASANA: And now according to the statements yes, it's correct this payment was made and then I was informed at a later stage that it was for the repairs of the airport.

CHAIRPERSON: Okay. So when the transfer happened you had not-nobody had spoken to you about it?

MS BABADI TLASANA: No, no Chair.

ADV KATE HOFMEYR: And then there was a second payment on the
10 well, a series of further payments on the 7th of May. If you go to page
16 and you pick it up at paragraph 4.31 you'll see there that there were
transfers of payments as I have it that go out on that same day, is that
correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And if you can tell us what those amounts
were?

MS BABADI TLASANA: According to my statement to the statement of
Koreneka that I went through, I found out that these transactions were
paid to PJ Papites(?) in 600 000, 700 000, 320 000, 320 000.

20 **ADV KATE HOFMEYR:** Just as a correction there, I think its 660 000,
is that correct?

MS BABADI TLASANA: Oh yes, 660 000. Yes Chair.

ADV KATE HOFMEYR: When did you establish to whom it was paid?

MS BABADI TLASANA: Notification Chair.

CHAIRPERSON: SMS notification from the bank?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: And who was Mr Papites?

MS BABADI TLASANA: I don't know Mr Papites, Chair.

ADV KATE HOFMEYR: Did you enquire from Mr van Wyk?

MS BABADI TLASANA: Yes, I enquire from him and then he said Mr Papites is the one who's going to do the repairs at the airport, Chair.

CHAIRPERSON: Just try and remember now because this is important. Did he speak to you on the basis that this person was being paid before
10 doing the repairs? In other words, did he speak on the basis that he was still going to do the repairs, not that he had done them? If you are able to remember what he said.

MS BABADI TLASANA: Because I - I have – because I was not and I have not been at Pilanesberg Airport ...

CHAIRPERSON: Yes,

MS BABADI TLASANA: And then he said this Mr Peters there is going to be money that is going to be paid to Mr Peters ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: Who is doing the repairs at Pilanesberg
20 Airport.

CHAIRPERSON: Oh, okay. So he – he was like he was already doing them or so?

MS BABADI TLASANA: Yes. He was doing his work.

CHAIRPERSON: Oh, okay.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay. Well you just said you had not – you had not been to Pilanesberg. I just want to check. You mean whether you mean you had not been there to check repairs or whatever or you mean you had not been there at all?

MS BABADI TLASANA: No, no to check the – the work that was being done.

CHAIRPERSON: Okay, alright. No that is fine.

ADV KATE HOFMEYR: Did you ever go and check if the repairs had been done?

10 **MS BABADI TLASANA:** No Chair.

ADV KATE HOFMEYR: Did – did you go to the airport at all?

MS BABADI TLASANA: No Chair – no Chair.

ADV KATE HOFMEYR: At no point?

MS BABADI TLASANA: No - for 2015 no. I have never been to – to Pilanesberg Airport.

ADV KATE HOFMEYR: So you did not feel it necessary to go and check that was being told to you about what was being done there was accurate?

MS BABADI TLASANA: Mr van Wyk was telling me to – to relax and
20 then they are doing the work and because of this my trust I believed him that there could not be – there could be no cheating or any misinterpretation (intervenes).

CHAIRPERSON: Why – why did you have to - why did you have to listen to him so much? It is your company. A lot of money went into your account – your company's account – your close corporation's

account. One day – same day – a lot of money is taken out and it is – it is going to somebody that you do not know. You have been told about repairs.

You have not seen these repairs. You have not seen what is damaged and somebody is going to be paid a lot of money and from what you are told that person has not even finished the repairs. Maybe he is still busy with them but he has already been paid a lot of money. All of this – did not all of this suggest to you no, no, no. Let me go and see exactly what is happening.

- 10 **MS BABADI TLASANA:** Chair in 2015 when all this things were – were going on like you seeing here the transaction was made on the 6th and then again the other one on the 7th. When all these things were going on Chair it was very fast and – and in my – in my mind Chair where I was sitting was – you know – I could understand that the airports were being there for a very long time and yes maybe they doing these jobs quick, quick so that because the flights are already on. They have already started.

- CHAIRPERSON:** But why do you not want to go and see? Your company – you are the person who came up with the idea that North
20 West must have aeroplanes coming in. There must be flights to North West. Now flights have started. You have done something quite big for the province, the Premiers, the MECs, business people are now able to fly out of Pilanesberg, Mafikeng Airport come back.

You have made such a big impact. Now you do not even want to go and see where this work is being done and you get a lot of

money. You only have about 20 – did you say about 20 employees?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You only have about 20 employees. You have not even finished working for a month. Suddenly there is R8 million coming into your account. You have not prepared any invoice for this money and same day R2 million is taken out. It is taken out and paid to somebody that you do not know.

You ask and you are told the person is doing repairs. You do not want to go and check these repairs. What is wrong with this
10 building that requires so much money that is paid out so quickly? Is that not strange?

MS BABADI TLASANA: Chair Mr van Wyk was telling me that Babadi you need to sit back and relax.

CHAIRPERSON: But it is your company.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Mr van Wyk is not even part of the company.

MS BABADI TLASANA: The other reason that he was giving was by the way Babadi you should always remember if you are busy moving making rounds at the airports you should remember that this work
20 initially it was – they wanted – there were other big companies that were contesting with you.

You just got this because of – you are a woman because by then women were considered to do the work and you are – just sit back and then we will be doing all this work for you. I was – I was inquisitive Chair but now because he was saying that sit back and

relax. I would believe him.

CHAIRPERSON: Hm. No that is fine but I – I do want you to understand why I ask you these questions ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Because the Commission is looking to issues of corruption ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: And your statement suggests that certain people did wrong things and – and you did not know or you and you suggest you
10 may have been taken advantage of, okay.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: So it is important that I should understand what happened. So – so that is why I ask you these questions so that I can understand.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: You understand?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Yes, okay.

ADV KATE HOFMEYR: Ms Tlatsana four days later another R2 million
20 – as I have it from your affidavit – goes out. Let us go to that. It is now at page 17 and it is at the top of that page at paragraph 4.34. Where did that payment go?

MS BABADI TLASANA: Yes. It was a – according to the statement it was movement and finance.

ADV KATE HOFMEYR: What inquiries did you make about that?

MS BABADI TLASANA: I made inquiries about movement and finance and then – yes – Mr van Wyk said – what did he say? He just said – Chair I forgot what he said by then to me. To be honest I forget what he said about this movement and finance.

ADV KATE HOFMEYR: It is – it is just by now it is five days since the 8.5 million has come into the account and as I have the calculation six million had now left the account. Did that cause you concern?

MS BABADI TLASANA: Chair because the information that I got was to fix the airports and – and an airport is not like a house – my own
10 house that I could say I will take some small money and go and repair it. An airport is a big building and out of the history that we know of erstwhile Bophuthatswana and now new South Africa it means that these buildings have been standing for a very, very, very long time that it would quantify that these millions definitely they will be doing the repairs.

With my – with my experience of construction it – it would be possible yes that yes these hall – I can repair this hall for seven million for example.

CHAIRPERSON: As at this time namely around 8 May/14 May
20 thereabout about how long before these dates had you last been at Pilanesberg Airport - Pilanesberg?

MS BABADI TLASANA: Hm.

CHAIRPERSON: More or less.

MS BABADI TLASANA: I – I begin to be in Pilanesberg Chair when now I took over the – the business.

CHAIRPERSON: Hm.

MS BABADI TLASANA: When I ...

CHAIRPERSON: You began to?

MS BABADI TLASANA: That is when I began to – to go to Pilanesberg. It was beginning 2016.

CHAIRPERSON: Oh, early in 2016?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay. When you were there had you taken the time to look at the building? Did you see much need for repairs and so on?

10 **MS BABADI TLASANA:** I did not see any – anything – anything that was to be repaired there ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: Or being repaired ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: Because there was another area that was old and the old things were being dumped – dumped there because I remember when I was having an idea of these airports have got cafeterias, shops ...

CHAIRPERSON: Hm.

20 **MS BABADI TLASANA:** Where they were selling teas and what. The one in Pilanesberg was – was so old that it needed to be refurbished.

CHAIRPERSON: Hm.

MS BABADI TLASANA: To be roofed inside and ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: To be repaired to be put ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: In a good ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: Condition and ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: It was a disappointment ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: And the money was gone.

CHAIRPERSON: Okay.

10 **ADV KATE HOFMEYR:** Ms Tlatsana – sorry – can I just pick up on that because as I understood the Chair’s question it was when prior to May 2015 had you been at Pilanesberg Airport and your answer was that you went in early 2016.

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: So – but that is after. So I am trying to understand when earlier than May 2015 were you at Pilanesberg Airport?

MS BABADI TLASANA: I have never been to Pilanesberg Airport because Mr van Wyk was saying that everything is going smooth. They
20 are doing the work. They are fixing. You are a – you are a CEO of the company. Just sit back and relax. We will – we will give you the report.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: So ...

CHAIRPERSON: He was – he was saying you are the big boss now.

Do not worry about these things.

MS BABADI TLASANA: Well ...

CHAIRPERSON: You have got people to do this for you.

MS BABADI TLASANA: Yes Chair. I was White man.

CHAIRPERSON: Well no. I know a lot of people know isiZulu. Do you know what I am saying? You do understand?

MS BABADI TLASANA: Yes sir.

CHAIRPERSON: What I said? What I said?

MS BABADI TLASANA: Yes Chair.

10 **CHAIRPERSON:** Oh, okay.

MS BABADI TLASANA: (isiZulu).

CHAIRPERSON: Well I am – Ms Hofmeyr maybe I can just mention something about this thing of (isiZulu). You know – there - there was a case in the (indistinct) Court. I think it is reported now and a company – somebody in the company complained or I think workers were singing a song which involved saying (isiZulu) ...

ADV KATE HOFMEYR: Hm.

20 **CHAIRPERSON:** And so they were dismissed partly I think for that and so but because the company thought that was racist – you know – to call somebody (isiZulu). So when there was argument so the argument from the union side was no it is not. So I put a question – I made a remark that I know that among Black people it is – you will easily find somebody saying this one is (isiZulu).

ADV KATE HOFMEYR: Hm.

CHAIRPERSON: Which means this is my employer ...

ADV KATE HOFMEYR: Hm.

CHAIRPERSON: When the term is used in that context – you know.

ADV KATE HOFMEYR: Hm.

CHAIRPERSON: It does not – and they can say it in respect of a Black ...

ADV KATE HOFMEYR: Employer.

CHAIRPERSON: Say (isiZulu) it is my (isiZulu). It is my White person.
So – so that is why I am now saying ...

ADV KATE HOFMEYR: Indeed.

10 **CHAIRPERSON:** When she – when she says I can understand ...

ADV KATE HOFMEYR: Indeed.

CHAIRPERSON: What she is talking about. Yes, okay thank you.

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Thank you. So just to be clear you – you had not been to Pilanesberg Airport before May 2015. So you did not have first-hand knowledge that the buildings were in a state of disrepair. Is that correct?

MS BABADI TLASANA: Yes Chair.

20 **ADV KATE HOFMEYR:** So at 11 May - we were at the top of page 17 and we were at paragraph 4.34 - you will recall I said that was five days after the first amount came into the account. You have now been depleted by another two million which totals six million out of the account.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: If you go down to paragraph 4.36 on that page

you reference a further amount that goes out. What was that amount?

MS BABADI TLASANA: It is 500 000 Chair.

ADV KATE HOFMEYR: And who does it go to?

MS BABADI TLASANA: It went Els (indistinct).

ADV KATE HOFMEYR: And what explanation were you given for that?

MS BABADI TLASANA: Mr van Wyk says it is a consulting fee.

ADV KATE HOFMEYR: A consulting fee. Just in relation ...

CHAIRPERSON: In respect of what? Consulting who for what? Did you ask about that?

10 **MS BABADI TLASANA:** Yes I did ask and then he said that one is for consulting – consulting fee (intervenes).

CHAIRPERSON: You did not ask for more information?

MS BABADI TLASANA: No. No I did not ask for more information because I just asked what about this one and then he said no it is for consulting.

CHAIRPERSON: Hm.

MS BABADI TLASANA: Yes.

CHAIRPERSON: Do you – did you understand then what consulting means?

20 **MS BABADI TLASANA:** In my lay understanding consulting is when you come and do certain work ...

CHAIRPERSON: Yes, yes.

MS BABADI TLASANA: For – for ...

CHAIRPERSON: Yes.

MS BABADI TLASANA: For the company.

CHAIRPERSON: Yes and R500 000 is not a small amount for consulting. Is it?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Yes but you did not ask for more clarification? What for and so on and who – who is that and so on?

MS BABADI TLASANA: No Chair.

CHAIRPERSON: Hm, okay.

MS BABADI TLASANA: Chair ...

CHAIRPERSON: Hun-uh.

10 **MS BABADI TLASANA:** If I – if I may.

CHAIRPERSON: Yes, yes, yes.

MS BABADI TLASANA: Add on that I could not ask my – Mr van Wyk – Mr van Wyk so many questions because now he was getting irritable because every little thing I ask ...

CHAIRPERSON: Hm.

20 **MS BABADI TLASANA:** Everything I was asking and now I was asking too much questions and now all these monies were a concern for them to be going out at this pace and if I ask and then I will just be – this is consulting. You know - there was no more – I was now like a servant to my company.

CHAIRPERSON: And yet he kept on wanting you to believe you were the big boss?

MS BABADI TLASANA: Yes, but I – I was a servant because now anything that comes into his head he will just tell me and I have to take it and to maintain calmness and for the person who is helping me – who

is helping me not to be angry and I just have to say yes sir, yes sir, yes sir.

CHAIRPERSON: Now as at the middle of May ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: A lot of money had come into the account of the close corporation and a lot of money was going out.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Was there any money that – I mean – lots of people were getting paid. Maybe not lots but two or three people were getting
10 paid a lot of money – lot of monies.

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Were – were you getting anything yourself as the big boss and as the owner of the company as at that time? Was there any cent had come to you?

MS BABADI TLASANA: Yes Chair because he put an amount of – he put 450 000 and before the – I think they put 50 000. No, no they put 450 000 before and then later they – they put 50 000 to make it 500 000.

CHAIRPERSON: 500 000.

20 **MS BABADI TLASANA:** Yes.

CHAIRPERSON: Into your personal account?

MS BABADI TLASANA: Into my – my – I wanted it to go to my personal account. No but they transferred it into my other business account.

CHAIRPERSON: The Absa Bank account – the Absa Bank account?

MS BABADI TLASANA: *Ja*, of – of the other company.

CHAIRPERSON: Oh, not of – of this company?

MS BABADI TLASANA: No, no, no.

CHAIRPERSON: But you are the one who said they must put it into the account of that other company?

MS BABADI TLASANA: Mr Kalisilira asked – asked me for – for the name of – for the account number of my other company so that they can put that money as a token into – that my business account.

CHAIRPERSON: Did you say as a token?

10 **MS BABADI TLASANA:** As a – part of a ...

CHAIRPERSON: As a part payment?

MS BABADI TLASANA: Yes as a shareholder.

CHAIRPERSON: Oh, oh.

MS BABADI TLASANA: Yes, yes, yes.

CHAIRPERSON: It was money that you were getting as a dividend?

MS BABADI TLASANA: Yes Chair. Thank you Chair.

CHAIRPERSON: But do you – do you know why he wanted to pay it into the account of the other company and not into your personal account? You do not know why or do you?

20 **MS BABADI TLASANA:** Chair, he – he just said give me your other business account number ...

CHAIRPERSON: *Ja*.

MS BABADI TLASANA: And then I said I am not around. I am – I am not in the office.

CHAIRPERSON: Hm.

MS BABADI TLASANA: But in any way I will see what I will do and then. What – what is it for? He says no, no I need to transfer you ...

CHAIRPERSON: Huh-uh.

MS BABADI TLASANA: Some money into it ...

CHAIRPERSON: Hm.

MS BABADI TLASANA: And then because I was driving I quickly looked into it and then ...

CHAIRPERSON: Ja.

MS BABADI TLASANA: Just give it to – to him.

10 **CHAIRPERSON:** And – and then R450 000 initially was paid and then later another R50 000?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Oh. R50 000 was – 450 was paid and then 50 ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: After that to make it R500 000?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay and was that roundabout mid – mid-May 2015?

MS BABADI TLASANA: I cannot remember.

CHAIRPERSON: You cannot remember?

20 **MS BABADI TLASANA:** I cannot remember Chair.

CHAIRPERSON: But was it – would it have been after these other people who we have talked about had been paid these amounts – Els (indistinct) and (intervenes)?

MS BABADI TLASANA: I should think so Chair. I should think so,

CHAIRPERSON: You think so, okay.

MS BABADI TLASANA: I do not – I do not remember. This is an old ...

CHAIRPERSON: Ja, okay. No that is alright. So at least you had been given about 500 – you were given about R500 000 at ...

MS BABADI TLASANA: Yes.

CHAIRPERSON: Whether it was around that time or after you are not sure but ...

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay, alright.

ADV KATE HOFMEYR: Ms Tlatsana can I just get a few more facts
10 there. The other company was that the Kenk Company you referred to earlier?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Just give that full name again if you may?

MS BABADI TLASANA: It is Kenk Suppliers and Distributors.

ADV KATE HOFMEYR: Suppliers and Distributors. Did it worry you at all that there was no business relationship between Koreneka and Kenk at that stage to justify the payment?

MS BABADI TLASANA: No it – it did not worry me because it is – it is one of my – one of my accounts.

20 **ADV KATE HOFMEYR:** But it not an – if you see it on a bank account it does not accurately reflect the nature of the payment. Do you accept that?

MS BABADI TLASANA: Yes according to the statement yes.

ADV KATE HOFMEYR: Yes because as I understand your evidence the nature of the payment is it is a payment to you as a member of the CC.

Correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And it is you in your personal capacity who is a member of the CC.

MS BABADI TLASANA: Yes.

ADV KATE HOFMEYR: Correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: So for the bank transaction to properly reflect the nature of that payment it should have been a payment into your
10 personal account. Correct?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: So you did not query why they were asking for a business account of another entity that was not a member of the CC?

MS BABADI TLASANA: No Chair.

ADV KATE HOFMEYR: And I – I appreciate that you are not certain about the timing but was it early on in the beginning of this arrangement?

MS BABADI TLASANA: I do not remember Chair.

CHAIRPERSON:

20 **ADV KATE HOFMEYR:** We would be able to find it in your bank accounts – bank statements I assume?

MS BABADI TLASANA: Okay.

ADV KATE HOFMEYR: And Ms Tlatsana just for the record this accounting of precisely what was paid to you or entities associated with you as well as the remaining amount that is not covered by your

affidavit is something that we have asked as a Commission for you to provide to us.

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: And I take it that you will endeavour to do so after this evidence?

MS BABADI TLASANA: Yes Chair.

ADV KATE HOFMEYR: Thank you. We then – oh, I see we have passed the ...

CHAIRPERSON: I have – I have just noticed too.

10 **ADV KATE HOFMEYR:** The deadline Chair.

CHAIRPERSON: What do you have in mind we should do to complete Ms Tlatsana's evidence?

ADV KATE HOFMEYR: Chair there is the possibility of returning tomorrow. We are sitting from 9 o'clock. We do have another witness scheduled tomorrow. My estimation is that her evidence should take about two hours. So depending on the arrangements for the day we could seek to continue Ms Tlatsana first and then move into that evidence.

20 That seems quite obvious otherwise we would have to break her evidence and I think that would be undesirable.

CHAIRPERSON: Yes. I – I would prefer not to break her evidence if possible but I – I do not know from tomorrow onwards if we continue tomorrow with her evidence but I do know that we have taken much longer to do what we have been able to do today ...

ADV KATE HOFMEYR: Indeed.

CHAIRPERSON: But I – I do not feel that – I feel it was justified.

ADV KATE HOFMEYR: Indeed Chair.

MS BABADI TLASANA:

CHAIRPERSON: I feel that we needed to understand certain things properly. So it maybe that when we - if we continue tomorrow or whatever day it would be faster ...

ADV KATE HOFMEYR: Hm.

CHAIRPERSON: But it may well be that we would still take quite some time. I do not know. The relevance of that is that if we continue
10 tomorrow it maybe that we end up maybe not being able to do two witnesses ...

ADV KATE HOFMEYR: Hm.

CHAIRPERSON: And I am wondering what the situation is with the - with the next witness in terms of flexibility. If we were to continue with Ms Tlatsana tomorrow and – but we cannot go – go up to the next witness whether we can try and have that other witness on Monday morning before the next witness.

ADV KATE HOFMEYR: Chair, may I make this proposal? It seems to me it may make sense to convene at 9 o' clock to have the other
20 witness here because she has been summoned to attend and then we can start Ms Tlatsana and at the first break I assume we will have a good sense of the timing and then if it is clear that we wil not get to the second witness ...

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: We can possibly excuse her then for a return

on Monday morning.

CHAIRPERSON: Yes.

ADV KATE HOFMEYR: I – I would not want to lose the opportunity to have her here though ...

CHAIRPERSON: Okay.

ADV KATE HOFMEYR: Because if Ms Tlatsana's evidence goes go a bit quicker ...

CHAIRPERSON: Yes, yes.

ADV KATE HOFMEYR: Then there is a prospect that we could get to
10 her.

CHAIRPERSON: Okay. No that – that is fine and Ms Tlatsana is able to come back tomorrow?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Yes and 9 o' clock is fine with you?

MS BABADI TLASANA: Yes Chair.

CHAIRPERSON: Okay. Then I think we must adjourn now and then we will start at nine tomorrow. So please come back tomorrow at 9 o' clock.

MS BABADI TLASANA: Thank you Chair.

20 **CHAIRPERSON:** We will then adjourn for the day. We adjourn.

REGISTRAR: All rise.

INQUIRY ADJOURNS TO 22 JUNE 2019

