

COMMISSION OF INQUIRY INTO STATE CAPTURE
HELD AT
CITY OF JOHANNESBURG OLD COUNCIL CHAMBER
158 CIVIC BOULEVARD, BRAAMFONTEIN

10 MAY 2021

DAY 391



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Recording & Transcriptions

22 Woodlands Drive
Irene Woods, Centurion
TEL: 012 941 0587 FAX: 086 742 7088
MOBILE: 066 513 1757
info@gautengtranscribers.co.za

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DATE OF HEARING:

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TRANSCRIBERS:

B KLINE; Y KLIEM; V FAASEN; D STANIFORTH



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PROCEEDINGS RESUME ON 10 MAY 2021

CHAIRPERSON: Good morning Mr Soni, good morning everybody.

ADV SONI SC: Morning Chairperson.

CHAIRPERSON: Good morning Mr Montana. Thank you. Are we ready?

ADV SONI SC: We are ready.

CHAIRPERSON: Okay alright. Please administer the oath again.

10 **REGISTRAR:** Please state your full names for the record.

MR MONTANA: Tshepo Lucky Montana.

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

MR MONTANA: No.

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

MR MONTANA: I do.

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

MR MONTANA: So help me God.

CHAIRPERSON: Thank you. Yes we may proceed then.

ADV SONI SC: As you please Chairperson.

CHAIRPERSON: Okay.

ADV SONI SC: Chairperson when we were last here a week ago we were going to deal with the properties. Now I want to adopt a slightly different approach to this issue instead of dealing with Mr Oellermann's report I just want to put certain documents to Mr Montana and ask him to – or put the contents of those documents through him for the record>

CHAIRPERSON: Okay.

ADV SONI SC: Most of the documents are annexures to Mr
10 Oellermann's report or annexures to Mr Loubser's affidavit.

CHAIRPERSON: Okay. Okay.

ADV SONI SC: Now Mr Montana can I firstly ask in relation to the Parkwood property you have seen the relevant part of Mr Oellermann's report.

CHAIRPERSON: Well I just want to say once again Mr Montana I know that were asked at short notice to avail yourself today and you agreed so that is – that is – that cooperation is appreciated.

MR MONTANA: Chair I must say I come as an unhappy
20 witness today because I thought – I even asked the team over the weekend why am I being called because the last time the – the Chairperson summarised the discussion on this matter.

CHAIRPERSON: Yes.

MR MONTANA: Was that I quickly sort out my affidavit.

CHAIRPERSON: Yes.

MR MONTANA: So that we – we can deal with these issues in the full context.

CHAIRPERSON: Yes.

MR MONTANA: Especially the fact that Chair I stated very clearly we are working on Mr Oellermann's report which – what I have said I do not accept Chair and I think it should not even be before the commission unless he had filed the proper affidavit.

10 You see – it cannot be that some of us file affidavits under oath and then somebody files a report; attaches reports and other things. There is a context Chair.

CHAIRPERSON: Ja.

MR MONTANA: And I think you probably allow me before we go to the specifics of the documents because I think so that the Chair can appreciate why I am aggrieved and the unfairness.

CHAIRPERSON: Ja.

20 **MR MONTANA:** But I have also said Chair because I have been cooperating with the commission and the team I do not want to bring administrative issues here.

CHAIRPERSON: Okay.

MR MONTANA: We will continue dealing with them in the background.

CHAIRPERSON: Yes.

MR MONTANA: So that the focus on the hearings must be on the hearing.

CHAIRPERSON: Must be on the real issues ja.

MR MONTANA: So I am not going to stop you Chair but I think at some stage before – before we even go to the details I do not know when but maybe Mr Soni wants to finish the Parkwood.

CHAIRPERSON: Ja.

MR MONTANA: And then I indicate particularly because I
10 think Chair the – the section on my affidavit on properties which I think I have worked with the team it was done and of course it has not been before the commission as yet. Because I think that as we discuss the issues of properties my affidavit is not – it is not here. We are discussing these issues – I want the part of my affidavit Chair to – to read it out – it is not long.

CHAIRPERSON: Ja.

MR MONTANA: So that – so that we can then – I can – we
20 can deal with this issue in totality Chair. So that – that will be my request Chair. I do not know at what point you would allow me but that is my request Chair.

CHAIRPERSON: Ja. Well let me say this Mr Montana. Last week we adjourned on the basis on which we adjourned but for some time I have been trying to allocate dates to different witnesses and there are limited dates –

days available because we are trying to finish all oral evidence by end of May. So when I spoke to the legal team and said they should try and check whether you could make today it was within that context.

MR MONTANA: No I appreciate that one thank you Chair.

CHAIRPERSON: Yes. Ja but – so that is the one point. The second point is that you – you – we know that when we parted last time it was on the part of the basis was that it would be desirable to have something in writing from you
10 that deals with the issue of properties and you do say that your affidavit has a section that deals with that and that you – you would like to read that into the record.

Now even if your affidavit is not before the commission as yet if that section can be dealt with as a standalone I do not see a problem and assuming that the issue – the problem with annexures does not affect it – now of course I do not know whether it does or it does not. Mr Soni where – have you got – would you like to say something about that?

20 **ADV SONI SC:** Chairperson I have read Mr Montana's affidavit and I am just setting out what the difference is between the evidence that is intended to be led and what is contained in Mr Montana's affidavit and Mr Montana can comment after I have given my – what my submission is in regard to those issues.

Mr Montana in his affidavit deals with all the properties that he owns and they are – if my memory serves me correctly about eight properties.

CHAIRPERSON: Eight?

ADV SONI SC: Eight.

CHAIRPERSON: Ja.

ADV SONI SC: We deal with only four properties. These are the four properties that in some way or the other based on the documents that we have Mr Montana and Mr Van Der
10 Walt were involved. That is all we intend – that is the only evidence we intend producing to you Chairperson.

Now we do not accept that Mr Montana's evidence on the other properties is relevant to the Terms of Reference of the Commission because there is no connection between Mr Van Der Walt and Mr Montana – and those properties.

So that is the first point of departure. The second point of departure is that Mr Montana in his affidavit does not deal with the issues as they are set out in the
20 annexures to Mr Oellermann's affidavit and once we get passed that issue Chairperson – in other words if for example there is as there is a – an agreement – an offer to purchase and an acceptance of the offer therefore an agreement to purchase the property or to sell the property. That is a matter that we would like Mr Montana to confirm

and in respect of each of the properties we have that.

We also have the background to how those agreements arose and also the method of payment for those properties.

Now those are the facts that we submit ought to be placed before you. What inferences are to be drawn from those facts – what conclusions one would draw from them – whether there is anything improper – whether there is anything irregular is an entirely separate matter but we
10 cannot reach that either in respect of what Mr Montana says or what we say unless there is agreement on those basic facts.

And so the purpose for this – although we do not have Mr Montana's affidavit the purpose was – the purpose is just to get the facts before you when Mr Montana wants to comment on what inference is to be drawn from them then we can deal with that which is contained in his affidavit.

CHAIRPERSON: Well I got the impression when last week Mr Montana talked about the issue of properties that he may
20 be seeking to say his involvement in the properties that you – you are focusing on.

ADV SONI SC: Yes.

CHAIRPERSON: Should be seen in the context – should be seen in a wider context.

ADV SONI SC: Yes.

CHAIRPERSON: Of his involvement even in other properties.

ADV SONI SC: Yes.

CHAIRPERSON: That is the impression I got that he is saying well maybe if you look at those particular properties you might get certain impressions but there is a wider picture that should be taken into account and when you take into account the wider picture you may take a different view. Or that – I thought that is what he might be wishing to say.

10 So I guess that one will only take a view when one either reads or hears what he has to say about the other properties how they come in – into the picture.

But in terms of him reading into the record that section of his affidavit that deals with properties subject to the issue of relevance you do not have a problem?

ADV SONI SC: No, no.

CHAIRPERSON: Ja.

ADV SONI SC: Not at all Chair.

CHAIRPERSON: Ja.

20 **ADV SONI SC:** Not at all.

CHAIRPERSON: Ja so – so no that is fine. Then the next thing is just the right time to do that.

ADV SONI SC: Yes.

CHAIRPERSON: Ja. From your side is there a particular time that you – you would submit should be the right time?

ADV SONI SC: Chairperson I really do not have a problem with when it to be done I do not want to be unfair to Mr Montana.

CHAIRPERSON: Ja.

ADV SONI SC: If it is to be done at the outset but there must be one condition to it Chairperson.

CHAIRPERSON: Ja.

ADV SONI SC: That after Mr Montana sets out what he says are the...

10 **CHAIRPERSON:** The bigger picture.

ADV SONI SC: The bigger picture – what he says is the bigger picture then he must answer the questions that are posed in relation to those documents.

CHAIRPERSON: No he is here to do that. He is here to do that ja. Mr Montana you are here to do that?

MR MONTANA: Chair I – none of the – I have seen previously these documents.

CHAIRPERSON: Ja.

MR MONTANA: And I am here Chair.

20 **CHAIRPERSON:** Ja.

MR MONTANA: I would have asked that – I would have asked for another month to study the document to consult. I here Mr Soni.

CHAIRPERSON: Ja.

MR MONTANA: I will answer. But Chair I think let me deal

with three issues – small issues. You see the commission owes me an apology Chair. In fact if we were – if I did not respect the Chair and the commission I would have actually refused. Mr Soni and Mr Oellermann stood and you asked an important question. I think it was on the 2nd of July Chair I cannot recall you wanted to clarify how much – how much – how many properties and how much.

Chair the response from Mr Soni at that time was that Mr Montana – he corrected – he corrected the Chair
10 and said Mr Montana bought properties for R36 million and that is why Chair the process we are going to follow – because that is – that is not correct. Okay and that is why in my affidavit I deal with these properties dealings Chair because they are not – they are not illegitimate – they are unlawful.

Why Mr Soni set it up in the manner that he does it is basically Chair and sustaining that false narrative and I think it is very important Chair for your benefit – I am not saying I am going to deal with that – broad picture.

20 **CHAIRPERSON:** Ja.

MR MONTANA: I am going to deal with the specifics today Chair.

CHAIRPERSON: Okay alright.

MR MONTANA: So – so I think that for me I raise two issues in the 00:15:32.

The first one was what is the source of this thing? I think the commission needs to understand why we came to this issue about houses.

Secondly it then – the – and I said I want to be here to be accountable to the country. The commission should probe my dealings on anything including on my properties. And Chair I have written over fifteen pages of my affidavit – focusses on my properties.

So (speaking in vernacular) I am here to answer it.

10 **CHAIRPERSON**: Yes.

MR MONTANA: And I am going to answer it. So I think what should happen now.

CHAIRPERSON: Ja. You just said you are not funning away.

MR MONTANA: Chair I am here.

CHAIRPERSON: Ja.

MR MONTANA: I am here and I think Mr Soni can grill me the whole day (speaking in vernacular) I am here Chair. But I think it would be fair considering what has already been
20 put on record that these parts of my – of my affidavit I read it in – into record and then Mr Soni takes me out on each and every issue that he wants to grill me.

CHAIRPERSON: Ja no, no, that ...

MR MONTANA: And then the other context of how we come here.

CHAIRPERSON: Ja.

MR MONTANA: And other attached documents. I will speak with the – I will speak on them in the course of the – of the testimony Chair.

CHAIRPERSON: Yes, no that is fine. As you know I have asked Mr Soni whether he has any particular time that he thinks would be appropriate he says he has no particular time. So I think I will give you a chance now to put your side of the story on the properties basically reading into the
10 record what is in your affidavit that is not before the commission but it is fine to just read that part. So after you have finished then Mr Soni can put questions to you.

MR MONTANA: Thank you – thank you Chair I really appreciate it. Thank you Mr Soni.

CHAIRPERSON: Mr Soni you wanted to say something.

ADV SONI SC: Just – I am going to deal with the contents of that in a moment.

CHAIRPERSON: In due course.

ADV SONI SC: In due course.

20 **CHAIRPERSON:** No that is fine.

ADV SONI SC: But what I would just like from Mr Montana is I do not know whether the affidavit he submitted earlier is the same affidavit because I understand that he has drawn up a new affidavit. I – I am not raising technicalities I just do not want there to be a disjuncture between what he

reads into the record and the affidavit that may become part of the commission.

CHAIRPERSON: Actually what you know what we could do – now I remember even our discussion las time because I had said it would be better if one has read your – what you are going to say before we start it makes things easier. Is it not possible that for present purposes we could so to uplift from his affidavit that section that deals with the properties and then maybe we could adjourn – let me read –
10 read it Mr Soni you can get a chance to read it and then when we come back then he – he reads them into the record or whatever but at least we know what he has to say.

ADV SONI SC: Yes.

CHAIRPERSON: Can – is it fine if we do it that way?

MR MONTANA: No, no I am happy Chair I think that – that would be the right way.

CHAIRPERSON: Ja – Yes. And that section could – because it is a stand-alone could even be an Exhibit on its own. It could be admitted as an Exhibit .

20 **ADV SONI SC:** As you please Chair.

CHAIRPERSON: You know on its own. Shall we just adjourn so that that can be done. How long would that take to – to do?

ADV SONI SC: Is this the same as – I am asking.

MR MONTANA: No, no it is – I have got it Chair I – I have

got it here.

CHAIRPERSON: You have got it here.

MR MONTANA: I will give it to the team to make copies quickly

CHAIRPERSON: Okay. It is a stand-alone.

MR MONTANA: It is a stand-alone Chair.

CHAIRPERSON: Stand-alone okay.

MR MONTANA: Ja.

CHAIRPERSON: Then – then let me adjourn and then
10 copies can be made.

ADV SONI SC: Yes.

CHAIRPERSON: We – it is fifteen page you said. It is fifteen pages.

MR MONTANA: Chair I think it is about fifteen pages. I think it is page 311 to – to page – ja I think it is about fifteen pages Chair – I think to page 3 – 327. It is not a lot Chair.

CHAIRPERSON: Okay we have – Ja it might – I do not know – I do not...

20 **ADV SONI SC:** It certainly would expedite matters.

CHAIRPERSON: Yes it will expedite matters. So – so let us see once I am done or – well – I will let you know. That might take about maybe thirty/forty minutes I am not sure. Depends on how – how fast one can read. But let us – let us try that.

ADV SONI SC: As you please Chair.

CHAIRPERSON: So let me adjourn and that copies can be made then I will be given a copy I will start reading and then we can resume after that.

ADV SONI SC: Thank you Chair.

CHAIRPERSON: Okay we adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Are we ready?

10 **ADV VAS SONI SC:** We are ready, Chairperson.

CHAIRPERSON: Okay alright. Let us continue then. Well, I saw in the statement, Mr Montana, that there is a reference to, maybe one or two, annexures. I am not sure. Are those annexures available?

MR MONTANA: Yes, Chair they are available. Just to explain, as discussed with Mr Soni.

CHAIRPERSON: H'm, h'm.

MR MONTANA: Chair, you will see I have given – I thought I had the commissioned affidavit but it will be here
20 by lunchtime, Chair.

CHAIRPERSON: H'm.

MR MONTANA: So I gave the copies so that we can proceed, but it is exactly the same as you have. The annexures are also available. So we will make those available. And we have agreed with Mr Soni that over and

above that we will pull out this section with the annexures so that I hand them to the Commission.

CHAIRPERSON: Yes.

MR MONTANA: So that we know we are done with this particular matter.

CHAIRPERSON: Ja.

MR MONTANA: Ja.

CHAIRPERSON: Mr Soni.

ADV VAS SONI SC: As you please.

10 **CHAIRPERSON**: Yes.

ADV VAS SONI SC: It seems as if the annexures are not here at the moment but Mr Montana will make them available ...[intervenes]

CHAIRPERSON: Will supply them.

ADV VAS SONI SC: ...at lunchtime or ...[intervenes]

CHAIRPERSON: Okay alright. Okay let us continue then.

ADV VAS SONI SC: Mr Montana ...[intervenes]

CHAIRPERSON: Mr Montana, you can then read into the record ...[intervenes]

20 **MR MONTANA**: Thank you ...[intervenes]

CHAIRPERSON: ...your statement.

MR MONTANA: Thank you, Chair. I think – I really appreciate Chair and I think this matter has been, not only before this Commission, but throughout the country to the nation about this properties and everything. And that is

why I wanted to put that on record before Chair.

CHAIRPERSON: H'm.

MR MONTANA: And you will see, initially, Mr Soni mentioned that I am talking about four properties – all my properties.

CHAIRPERSON: Ja.

MR MONTANA: And that is four, Chair.

CHAIRPERSON: H'm?

MR MONTANA: But this statement explains Chair, you will
10 see, it explains how the – actually the entire seven
properties which I used to have Chair. I do not have them
today. I think it is very important. That those properties
how they are financed. All the other properties that we are
referring to. And I think it is very important because it is
at the heart of what we do Chair.

CHAIRPERSON: Yes.

MR MONTANA: You will see that, Chair, is – so it is – the
heading is, My Property Dealings.

CHAIRPERSON: Maybe, Mr Soni, we should admit this as
20 an exhibit.

ADV VAS SONI SC: As you please, Chairperson.

CHAIRPERSON: Do you have a suggestion what exhibit it
should be?

ADV VAS SONI SC: It is ...[intervenes]

CHAIRPERSON: I think we should – I am going to write

on mine ...[intervenes]

ADV VAS SONI SC: Yes.

CHAIRPERSON: ...I will write – I will simply write Mr Montana's version on the properties as read into the record today.

ADV VAS SONI SC: Yes.

MR MONTANA: I think they took – that after I have submitted with the affidavit at lunchtime, Chair.

CHAIRPERSON: No, we can admit it now because
10 ...[intervenes]

MR MONTANA: Now? Okay.

CHAIRPERSON: ...because it is a standalone.

MR MONTANA: Okay.

CHAIRPERSON: And then the annexures can come later. Mr Montana's version on the properties as read into the record on 10 May 2021. And then what exhibit should we make this to be?

ADV VAS SONI SC: Chairperson, I was just going to make a suggestion that it would be SS-18(b) because it is
20 a response to Mr Oellermann's ...[intervenes]

CHAIRPERSON: Exhibit SS-18(b). Capital letter B or small letter B?

ADV VAS SONI SC: We can make it small letter B, Chair.

CHAIRPERSON: Small letter. Okay.

CHAIRPERSON: You confirm, Mr Montana, that this is

your version? This document contains your version on the properties and that its contents are true and correct?

MR MONTANA: Yes, I do Chair. Thank you.

CHAIRPERSON: Okay. This document will therefore be admitted as an exhibit and will be marked as Exhibit Ss-18(b).

WITNESS, MR MONTANA'S STATEMENT ON PROPERTIES (WITNESS'S OWN VERSION) IS SUBMITTED AND MARKED AS EXHIBIT SS-18(b)

10 **ADV VAS SONI SC**: As you please, Chair.

CHAIRPERSON: Okay alright. Okay you can go ahead then Mr Montana.

MR MONTANA: Thank you, Chair. Chair, let me be heading to the document, to that document you just admitted. This is my property dealings. Chair, it says:

“There is an allegation that Montana received gratification in the form of properties purchases on his behalf of Siyangena Technologies.

20 In its so-called preliminary report on PRASA, the Commission's investigator, Clint Oellermann, and Evidence Leader, Advocate Basson, is told the Chairperson of the Commission, DCJ Zondo, that “Montana purchases properties of over R 36 million

within a year.

This is false.

Siyangena Technologies for Riaan van der Walt did not purchase any property for me.

There are four properties mentioned in Mr Oellermann's report.

One in Rose Street, Waterkloof in Pretoria, two adjacent properties in Brooklyn, and another in Antire Road, Sandhurst.

10 This were purchased, buy and are owned by Precise Trade, a company in which Riaan van der Walt is a sole shareholder and director.

I reject with contempt the suggestion these properties belonging to me.

There are seven properties in my name.

I acquired three of the properties before I joined PRASA in 1998, 2004 and 2005 and I acquired four when I was in the employ of PRASA.

20 I have since disposed off four properties over the years.

There was no Riaan van der Walt of Siyangena Technologies who did not buy any of these properties.

I used my properties to generate profit or as

an equity(?) in any property development where I became partner.

I have the full right to grown my property portfolio and elected to partner with Riaan van der Walt in this regard.

My relationship with Riaan van der Walt was above board.

10

It was a partnership about mobilising common resources to develop properties and make money.

The partnership we built were about identifying opportunities in the property sector with a view to enter into a joined venture partnership agreements for purposes of development and ultimately share in the profit in each of the developments.

There is nothing irregular or unlawful about this.

20

Mr Van der Walt was not a director or an employee of Siyangena Technologies, had not done work for PRASA nor has he been involved with PRASA tenders, our Electrician(?) Siyangena Technologies.

There was no conflict of interest.

There was no case of a conflict of interest.

Unfortunately, the partnership, Riaan van der Walt and I were pursuing did not materialise and ended on 29 October 2015.

A copy of an email from Riaan van der Walt terminating our relationship is attached hereto, marked TLM-1160...”

And Chair, I think that is what we will provide there in the course of that. It will show that the – in our communication that we talk about that partnership or joint
10 ventures.

“There is a desperate attempt to present the partnership with Riaan van der Walt and I were pursuing as a secret and linked to this to the tenders awarded to Siyangena Technologies.

This is simply not true.

In its preliminary report presented to the Commission, Mr Oellermann attempts to present financial or grand(?) statements of Loubser(?) Van der Walt Incorporated,
20 managed by Riaan van der Walt as if this belongs to Precise Trade and by extension to my relationship with Riaan van der Walt...”

So, Chair, whatever transactions that took place between Loubser Van der Walt Incorporated and TMM are not known to me and have nothing to do with me.

“I had dealings with Precise Trade which had nothing to do with TMM or the properties which Loubser van der Walt Incorporated was managing.

This was confirmed by Robert...”

I think Matthews is the surname.

“...from Loubser Van der Walt during his testimony here.

10 “He seemed aggrieved, thought, about the fact that Riaan van der Walt may have done other business outside the law firm and the other partners did not know.

Again, this fight among the partners had nothing to do with me.

The false information about gratification was first leaked to the journalist, Mr Peter-Lynne(?) Myburgh when I was still at PRASA.

The journalist requested an interview with me on the various properties I owned at the time.

20 The initial allegation was that the property I owned in 10 Newport, Parkwood, Johannesburg was bought for me by Alstom, the lead company, the Gibela Rail Consortium, which won the R 53 billion PRASA Rolling Stock Fleet Renewal Programme Tender in

2012.

Mr Myburgh had already contacted some members of the Gibela Consortium to interview them about the said property.

I granted Mr Myburgh an interview in April 2015.

I brought to the office all my files of the properties, containing bank approvals and monthly repayments of the bond facilities.

10 I gave Mr Myburgh the time in my office...”

He sat there, Chair, to read these documents in the presence of the PRASA’s spokesperson, Mr Moffat(?) Mofokeng – so we are not into peruse the files.

“It became clear to Mr Myburgh that he was on a goose chase to nowhere and the files indicated the property in question was acquired by me in 2008 and financed by ABSA Bank...”

20 So 2008, there was also no tender, Chair, for this rolling stock. So there was no Alstom involved in that.

“When the opportunity presented itself – and Mr Myburgh to interview me, he changed his tune.

It was no longer about properties.

Instead, the interview focus on the Rolling

Stock Fleet Renewal Programme, RSFRP, and he wanted clarity on the different players in this particular transaction.

He proceeded to write a piece in the Rapport, a Sunday newspaper, about the role-players and trying to link these various individuals to former President Jacob Zuma.

I had issue then...”

Chair, I want – I am going to build(?) with a later
10 stage when I come back with my affidavit, how this entire thing was actually said as to pursue former president. I will deal with that at the – at a later – so he is... He interviewed me about the house and said: Alstom bought you a house.

But when he wrote and he realised, then it was said: No, it is financed by the bank – the Parkwood property that Mr Soni will ask me about. He found that that property actually is financed by the bank. And then he then interviewed me about who are the different players. I
20 explained to him and he went to write an article for Rapport newspaper as well as the City Press, I remember.

And that is when they tried to drag the name of former President Zuma in all of this. This thing is big, Chair. I will deal with it at the right time.

“I issued a statement on February 2016, the

allegations that I benefited corruptly through my properties and I will attach here to you a copy of my statement marked TLM-161...”

Chair, I think that will be another annexure that we will provide Chair.

“As recent as 30 January 2018, I have rejected this allegations again in my testimony before the Parliamentary Inquiry into Governance at Eskom.

10 I am rejecting the false information and conclusion been made by Clint Oellermann, claiming that I bought properties to the value of over R 30 million.

I can confirm that my own properties were financed by ABSA through a facility called a Private One Bank Account, a facility to the tune of R 10.5 million.

I attached hereto a copy of the ABSA Private One Bank facility marked TLM-162...”

20 And I think there is another annexure, Chair, that we will provide to the Commission.

“My monthly repayments for the facility at the time was R 95 973,00.

A copy of the email from ABSA, calculating the repayments and the terms of the facilities are

attached hereto, marked TLM-163.

The specific details of the properties covered by the Private One facility...

F-178, Saxonwold, Johannesburg, mortgage bond in the capital amount of R 4 675 000,00.

Erf 359, Parkwood, Johannesburg... [and this is the one that has been highlighted, Chair, that I sold it.] ...mortgage bond in the capital amount of R 2 million.

10 Remainder extent of 1 F 161, Waterkloof, Pretoria, first continuing cover mortgage bond in the capital amount of R 1 750 000,00.

Remainder extent of Erf 161, Waterkloof, second continuing covering mortgage bond in the capital amount of R 270 000,00...”

So this was when I was doing improvements on the properties and of course, so you can see for the same property there is a third continuing cover bond in the capital amount of R 200 000,00.

20 “Erf 1242, Waterkloof, Pretoria.

First continuing covering mortgage bond of R 2 160 000,00...”

And Chair, I proceed, I say:

“I sold one of the properties in Waterkloof which reduced the principal debt of the facility

to R 8.3 million.

The monthly repayments were accordingly reduced to R 63 593,00.

A copy of the ABSA letter is attached hereto, marked TLM-164.

In addition to the four properties, I acquired in 1998 another property in Mamelodi, Pretoria with a mortgage bond from National Bank...”

I think the amount was – they did not include the
10 amount there but it was R 116 000,00 Char.

“I later sold four of the properties and used the proceeds to settle debts and to invest in other properties...”

And I think, Chair, this is very important because Mr Soni said let us focus on the four. I want to show the Commission how, when I sold, I got involved in the four properties that he mentioned. So in each of these I have used my own money, Chair, from the sale of other properties that I have developed(?).

20 “I had relied on the properties which I owned and the Private One facility that ABSA had extended to me, to either buy properties or enter into partnerships or joint ventures to unlock value from properties I owned or to invest in new developments.

I had also lost money in some of the developments, did not materialise or were abandoned...”

So Chair, it has been made, a statement has been made that I bought – I got involved in all of those things. I did not have a cent to buy and that is so false Chair.

10 “Unfortunately, ABSA could no longer extend the Private Once facility further and had insisted that I had to dispose off or rent out some of the properties to remain within the affordability set that the bank before any financing could – feature financing could be considered.

I, therefore, had to sell some of the properties to meet the bank’s requirements to generate cash or pay for my stake in the various developments’ agreements I had intended to partake.

20 The false allegations about gratification emanates from the affidavits of Paul O’Sullivan and Philemon Mamabolo who has doing some investigation work on behalf of Popo Molefe and Werksmans Attorneys.

I provide below further details of each of the

seven properties I owned...”

And Chair, that is where I want to then explain the sale of this paid for this, which I think this Oellermann’s report failed to understand. Chair, let me start with the first one. In 2016, Mr Myburgh trespassed on one of my properties, 333 Main Street, Waterkloof, Pretoria, claiming he was investigating corruption in the manner in which I had acquired this property.

The said property was purchased in
10 December 2004 when I relocated from Cape Town to start a new job as Deputy Director General in the Department of Transport. Now Chair, I mentioned that because it is very important. I only started at PRASA in 2006. The bank financed this property in 2004 but I am being accused that I bought it from corrupt proceeds from PRASA when I was not even working for PRASA at that time, Chair. So it is very important that I put that on record.

The property again was financed by ABSA and I think I mentioned the details of how it – the amount of the
20 bond. I developed the property into a modern property in the heart of Waterkloof. It is today being used as an embassy after I have sold it, Chair, for about R 8.5 million. Ja, R 8.5 million in late 2016. The bond cancellation was in the region of the R 2.2 million and the rest of the proceeds were invested into another property, Victoria

Street in Waterkloof.

So, Chair – so this property I bought in 2004, developed it, I was not working for PRASA, and sold it in 2016. Yet the journalist comes into the house. I think there was a story that I hit him with a brick or something like that. It was in the newspapers. But Chair, I am an African man. [Speaking vernacular]. And do as he wish. I will never allow that.

CHAIRPERSON: H'm.

10 **MR MONTANA:** I was saying, Mr Soni, that as an African man I will not allow a man to trespass at my father's(?) house and do as he wishes. Mr Myburgh was trying to do, Chair, he trespassed. He was there inside my – inside my yard. And this property, as you can see, I bought it before I worked for PRASA, Chair. So that is the first issues here.

Then there is another property, 1242 Waterkloof. Chair, this property was purchased in 2005 and again I was not working for PRASA, Chair. This was financed by the
20 bank through the very same private one bank facility. Chair, the important point – two points – let me finish reading it and there are two important points that I want to highlight for the Chair.

“I had done major renovations and extensions to the property.

The property was valued at R 8.5 million in 2013.

However, the property was sold for R 2 750 000,00 to a family that owned one of the properties purchased by Riaan van der Walt in Brooklyn...”

So when he talked about two Brooklyn adjacent properties, Chair, you will see, I will explain this point. So it relates to the second property that they are not part of
10 the four that Mr Soni... I want to demonstrate, Chair, to you that in each and every property dealings I got involved I owned a house. I either sold or put it into a scheme.

“I have taken the risk of letting go of the property at a hugely discounted price.

This was to facilitate for the consolidation of the properties and development in the future.

The development would have involved Precise Trade and myself.

Precise Trade is a company that is owned by
20 Riaan van der Walt...”

So here is this family, Chair. Why I bought – and these properties are in the same street, by the way Chair, in Waterkloof. When I was Deputy Director General in the Department of Transport, I was staying in a house. My house was attacked by warlords or Inkhati(?) from the taxi

industry because one of the programmes I was running was a Taxi Recapitalisation Programme.

And the State Security, National Intelligence at that time, agency, came and do a security assessment and said: Look, your property is actually sitting in a place where it is easy that you could be attacked because it is closer to a shopping centre. Someone can monitor and movements from there. They asked that I move. So I did not sell the property but I moved Chair six street further
10 away from there. This is the property that I bought.

And I developed it and you can see, Chair, I bought it before I worked for PRASA in 2005. So the first one in 2004, the second one is in 2005. I developed it Chair, but if disposal is very important because it relates to the two properties that Riaan purchased, Chair, as it were, and this was not in Oellermann's report, Chair, because those details were left out. If I had been interviewed, those details would have been made and this report would not have come before the Commission because they would
20 have seen that this man had put his money into all of this development Chair.

So, I had effectively after that transaction and the entire thing was abandoned, I have lost approximately Chair, if we look at the values of the properties, about R 5.7 million in - when I prepared for that partnership.

Now this Erf 178 Saxonwold, Chair. This property was purchased in 2008. I was working for PRASA. Again, it was financed by the bank for R 4.6 million and I just recently sold it Chair to settle my – to settle the very same facility with ABSA and to settled also my debt with the South African Revenue Services.

Now Erf 359 Parkwood, Chair, the property was purchased in 2008. Chair, I paid R 2 million for it. It was financed by the bank from the very same facility and it was
10 a complete wreck, Chair. I still have pictures of then and now. I bought the property because I have been dealing with property Chair. I had rebuild the property and then turned it into a modern house. I sold it for R 6.8 million to Riaan van der Walt in 2013, Chair.

Mr Louis(?) Myburgh claimed in his article, and this you will get it from the affidavit of mister – the 22-page affidavit of Mr Paul O’Sullivan, that according to neighbours in Parkwood, the property should have been sold for R 4.8 million. I initially asked for R 7.2 million but
20 Riaan van der Walt offered me R 6.8 million for the property which I accepted. The valuation of the R 3 million that is been the abandoned(?) Chair, it is not known to me and did not relate to the price of the property at the time of the sale.

It has been brought here as part of the

Oellermann's report, Chair, that the property was valued(?). It is false, Chair. There is no such a thing. This is noise about the price of the property did not – the noise about the property or the price of the property did not come from neighbours, as claimed by Myburgh in his article, but it came from Mr Paul O'Sullivan's 22-page affidavit. And Chair, I want to challenge the neighbours. I think this Commission, if it is true to what Mr Oellermann says.

10 Take the statement from the neighbour, they put it under oath and we cross-examine the neighbours as well to say: Do you believe it? And yet have you seen Mr Montana's house? Have you lived in that particular house? Mr Soni raised an issue that **Mr Saiki(?)** Zamchlaka(?) who was one of the CEO's lived in the house, Chair. And it is true. He lived in my house – in the house Chair but the insinuation that Mr Zamchlaka lived in that house because he was involved in a corrupt scheme, that is not true Chair.

20 The house was a wreck, I fixed it, I left it, actually, unoccupied. It was vandalised. I fixed it and Mr Zamchlaka at some stage for his own family reasons which I cannot deal with it. He was forced to live in the city of Johannesburg. And I said to him: My brother, the gangster in the city of Johannesburg, they are going to kill

you. I have got a house. You can live there rent free for a while. And when I sold the house to Mr Riaan van der Walt, they then agreed that he can rent the property. I do not know how much he was paying and all of those.

But I put him there because when I left it empty – so it was vandalised, I fixed it again at a huge cost, Chair, but – and then he lived there. Later I sold the property, Chair, as it were. Now Chair, you can see – I want to explain the R 6.8 million, how it was spent but let
10 me finish readings these two paragraphs first.

“The journalist... [And that is Mr Myburgh] ...and the so-called neighbours did not have details of the investment I had made and had not been inside the house – into the house.

Did not see work which had been done, the quality of finished or items that had been installed, yet they wanted to determine the price for my property...”

The same journalist and investigators did not
20 rely on any independent evaluation, Chair, to say you must sell it for R 5 million or R 3 million. This thing is just... [coughing]. We are here to discuss the... [coughing] of the house that people do not even know how I bought it, what were the developments and all of those things.

“Mr Myburgh started writing about the new

owner, Mr Van der Walt, and that he had represented Mr Mario Ferreira in some deal as an attorney...:

Therefore, you are guilty by association, Chair. It is not an issue of corruption here. It is that because Lucky works with Riaan van der Walt and Van der Walt was a director in another firm and that firm had worked with – did something for Mr Ferreira’s company, TMM. Therefore we are guilty. That is at the heart of this thing Chair but I
10 will explain the underlining reasons why this is done(?).

Let me go to Erf 161, Chair.

“This property was purchased for R 2.2 million cash from the proceeds of the sale of the Parkwood property...”

Okay? Now this another property, Chair, in Waterkloof. It was behind ...[intervenes]

CHAIRPERSON: It is two comma ...[intervenes]

MR MONTANA: Two ...[intervenes]

CHAIRPERSON: ...twenty-five ...[intervenes]

20 **MR MONTANA**: R 2.25 million, Chair.

CHAIRPERSON: Ja.

MR MONTANA: Now Chair, just for you to make the connection. You can see that I am – there are two – this remain – remaining extent of Erf 161 Waterkloof and then there is Erf 161 Waterkloof. You can see these are two

properties. So I owned the properties in front. So the property has been sub-divided.

So when I sold Parkwood property, Chair, I then said because Riaan was buying the... I said: No, I want part of that money to be put into that property. So you will see that when you look at my bank account there is no flow of the payments of the R 6.8 million to me.

There is - the money primarily went to three places. It did not come to my account. And I thought the
10 investigators, Chair, would ask themselves that first question and they did not because they are not interested in the truth. R 6.8 million – the first payment Chair went to settle – to cancel the bond of R 2 million. So that was – that happened. It was done by Riaan to ABSA for the Parkwood property after it was transferred in his name.

The second R 2 million, Chair, it went to the Hurlingham property. You see the Hurlingham is one of the four, Chair. So after I have sold in Parkwood and I found the property in Hurlingham, I paid the first deposit. You
20 will see that in the offer to sell this – to this – a deposit of R 2 million. It was paid by me, Chair. Mr Oellermann...

Mr Soni has been saying here he did not have money to pay. Not true, Chair. The R 2 million deposit was paid by me. It is money – it is proceeds from the sale of the Parkwood property that was financed by ABSA. Why

would – and Chair, you see, this shows the importance that people should do proper investigations. They were here to damage my name, to make sure that whole country is told Montana is involved in corrupt properties, okay?

So I paid the 2 million and then the remainder, Chair, of that 6.8, part of it is 2 million, 2 million, four, so that is 4.8 and the 2. – what is it, where am I, Chair, the 2.25 was paid by Riaan on my behalf, Chair, from the proceeds of the sale. Okay?

10 So, Chair, the story that Parkwood was expensive, that I sold it above, it is false, unless if someone who get a quantity surveyor and say calculate all the costs and then make a market value, a determination of the market value and do that and then decide it is so. But for me the bottom line is that there is no single transaction are being involved where my money was not involved, Chair, and I think that the - you know, I was sitting with her in that chair, when I listened this report being tabled here and you can see that there was no interest in the truth except to
20 damage my reputation, that he is corrupt, he gave Siyangena contracts so that he can get properties. It is so false, Chair.

Now, Chair, let me go to 12 Montrose, Hurlingham, is the one that I said the R2 million, Chair, was deposited. And let me explain, Chair, you will see in the annexures

that will come, I have got an agreement, what do you call it, a joint venture agreement with a company me Midtownbrace. You remember last week, Chair, I insisted that you read the affidavit deposed by Andre Wagner, the Commission said it is irrelevant, okay? Why? Because the Commission's investigators were trying to deny the fact that I put the first 2 million and I have entered into a transaction, into a development for this property because we had wanted to build 15 luxury units in the heart of Sandhurst and each one of them, we were going to sell it for 18 million according to the plan that we had in 2015.

So when you get involved in property, [speaking in the vernacular], you are not doing it for charity. So these investigators at the Commission believed that because I am CFO of PRASA, I am not entitled to get involved in any other development because these properties do not conflict with PRASA, it has got nothing to with PRASA, it is a fact that, Chair, every Sunday – you know, Chair, [speaking in the vernacular], I do not drink, I do not smoke, I do not do parties. I am a CEO, I get this amount of money, then I get involved in property, that is what I have been doing. If there is one activity I do in my spare time, I go, I look for empty land. That is what I do. There is nothing corrupt, there is nothing unlawful and, Chair, I will not even apologise to anyone because if we do not get involved in

property, as Africans, I am being victimised here, that you should not get involved in property and you have stolen, but yet the fact about the transactions are deliberately being ignored by the Commission. Montrose, Chair, a deposit was paid by me and let me tell you, Chair, I did not have the money. I did not have the money, I had R2 million and I instructed Riaan that from the proceeds of Parkwood can you pay because I wanted to buy time.

10 I was not going to this property, Chair, I went to view a property in Sandhurst and I ended up in this place by accident. It was an old house but it was a garden of Eden, Chair, it was a massive property, I think that it was 6 600 square metres. The garden was amazing and I said I want this property.

20 That is where I met Louis Green, Chair. So the affidavit of Louis Green is not false, it is true, I met – I went to that property and I said no, I will pay a deposit of 2 million because he told me there are people who are interested, they are developers, so I said no, I am also a developer, I will pay a deposit of 2 million so that I can be given time.

The investigators are true to themselves and to this Commission, they will also say that I was threatened because the 2 million was a non-refundable deposit I have made. They then put me on terms to say you have now

missed the deadline, you are going to forfeit the 2 million. That is when I had to find, Chair, someone to partner with me on this development and that is how I was introduced to Mr Andre Wagner and Andre says we put the money – we put 11.5 million into this and that you will then also match our investment to 11.5. So I had already put 2 million, I have already put the deposit money – or rather, the transfer costs and everything and then I had to raise the other money, Chair.

10 Chair, I want to FNB in Pretoria, private one, there is a lady who financed my properties from ABSA but had moved to FNB in Pretoria. I went – she was based in Cape Town, I went to her and say I need money, I have got this property, I have got partners and I need to put – can you give me 10 million to put into this property? But they were very honest with me because at that time the stories were made – they told me I am a politically exposed person, Chair, and that is why we had a problem because the cost of development was going to come from me. So I put that
20 in an annexure and I put all those details, Chair, in that particular regard.

Now, Chair, the Mamelodi property, I do not want to talk much, it was in fact our family home, Chair, but because of a legal dispute the property was auctioned and I went to the auction, I was the – I made as the winner in

that bid and that this was financed by First National Bank for 160, it is a family home. Even though it is my name but it is one of our family homes in Mamelodi, Chair. So I am still a property owner. No one can say I left Mamelodi, I am still there, I still have a property. I am a rate payer in Mamelodi, Chair, so people cannot exclude me there because I need a base, [speaking in the vernacular], Chair.

Then let me deal finally, Chair, with Precise Trading in Brooklyn. And you see, Chair, I have been silent on two
10 properties deliberately. I touched them at the beginning, the Waterkloof property in Rose Street and the property in Sandhurst, despite my involvement in those properties. There is no doubts, I mention – I confirm here that Riaan and I were involved in a partnership. So I have been involved.

What I heard at this Commission, Chair, was in fact something that – somebody, Ms de Beer comes here, Mr Montana came to fetch the keys. Irrelevant things.

If – you are not helping the Commission unless you
20 can clarify how each of these properties were financed. By the fact that I was there or the keys were fetched, it does not help this Commission. Was it going to do?

If I am involved in partnership with Riaan surely that I will be there, Chair, and I think that the point is being missed here because the real issue is to try to

project me in this negative light.

Now, Chair, let explain to you the Precise Trade's Brooklyn properties because I have heard again some very interesting stories, being mentioned by Mr Oellermann. Mamabolo the guy from PRASA who deposed of an affidavit, claims – and I have attached his affidavit, as well as O'Sullivan's affidavit, I have attached both of them, Chair. Claims in his affidavit that Riaan van der Walk bought a property for me in Brooklyn as part of gratification by Siyangena.

Mamabolo and O'Sullivan were so determined to tarnish my image and quickly piled the false information to Pieter-Louis Myburgh who wrote another article in the Afrikaner Sunday newspaper Rapport and its sister publication City Press. Had they done proper investigation they would have come across the following facts.

The first one was that Riaan bought two adjacent properties in Brooklyn and registered this in the name of his company, Precise Trade. Not lucky Montana, Precise Trade.

I had sold one of my properties in Waterkloof and, Chair, this property is one I referred to erf 1242, the one that I moved into after the taxi people chased me.

Chair, I had sold one of my properties in Waterkloof – the family was staying in one of the properties bought by

Riaan. So he bought those two properties.

Now this property, my property was R8.5 million at that time. I developed, Chair, I doubled the size of the property, so I give this property, so we then agreed that I will sell my property to this family to match the price of their own house that they were selling because they were – in real terms, that family was not selling the house, Chair, but because – if you were do – these properties is two properties that have been subdivided.

10 You will not do a development if they are not consolidated, so that family was incentivised to move from Brooklyn to move into my property in Waterkloof and then we – basically there was no money exchanged, Chair. So my bond – I said as long as we can cancel my bond with a bank, which was done and the family moved that thing and the two properties. Now until that stage I did not have any role because we then agreed that once the properties had been consolidated into one I will then – we will then be able to do a joint development onto that property.

20 So it is business, Chair, I put my property with higher value precisely because I know that the development would be very important and I had also rendered that – that is one of the properties, Chair, used by my aunt who was running a catering business, Chair. So that property was used there in that process.

So O'Sullivan and Mamabolo do not know these facts, they are not in Oellermann's report because they are not interested in the truth, they were there to say pursue Montana because after they investigated corruption at PRASA they could not link me to any corruption, Chair. What did they do? They say he is a property man, then they have damaged me, Chair, I have lost a lot of money. I have lost a lot of assets. That some of these properties, I have got – the Hurlingham property, I had to abandon it,
10 Chair, I could not do the development precisely because even the banks say we cannot touch you, Montana, with all these reports that are there. I think they have succeeded in what they are trying to do, Chair.

The development potential of the two Brooklyn properties was huge, Chair, and not only that, when you look at the Rose properties, by the way, the one owned by Ms Sally de Beer. Why were we interested in that property, Chair? Because - and she did not say it here, the property had business rights.

20 So you can call me a black Jew, Chair, when it comes to making money and properties, it is a thing that I do and will not come to the Commission and apologise. You know, if there is something that we have – so here we are fighting about inferences about these properties, Chair.

Now, Chair, you can see that Parkwood, the

property that was there in Parkwood, bought by Riaan, it was bought after I had done a lot of work. You can see that the proceeds of the sale of that property went into Hurlingham, it went into my other Waterkloof property that I still own to this very day, Chair. You can see, Chair, that the family that moved – it moved into my own property, Chair, precisely because the development potential was huge.

Chair, I worked with Riaan. Riaan van der Walt is
10 such a man of integrity and, you know, it saddened me to see a man who was a key person, he was playing a major role in his church, he was one of the church elders, the story about the properties had destroyed him, Chair, a great legal mind and I know a committed South African, an Afrikaner who was committed to this country who was involved in businesses, Chair. And let me say finally, contrary to what you have been told, Chair, because the Commission and Oellermann, getting the story from O'Sullivan, he is saying but Montana was involved with
20 Riaan, never denied that, Chair, and he says it means Riaan's properties are Montana's properties. Why would – I bought other properties that are registered in my name, why would properties that are bought by Precise Trade be Montana's properties? That is what they are trying to say, that is the inference that no, Riaan was buying them from

Montana. But, Chair, I since got information about the liquidation of Precise Trade and, you know, to my surprise I found that they are in fact – and I think this is very important that the Commission get the liquidators of Precise Trade because I am told they have approached the other investors in Precise Trade to offer them these things. That is what the information I got. They never approached me.

In public I am told the properties belong to me but
10 when they are sold, the investors, there are two investors into – the one that Riaan worked with and I think in Robert Neethling's affidavit he mentioned the people who invested into Precise Trade. I was not even one of them but I had a partnership with Mr Riaan van der Walt, which was public, which was known, and I was proud, Chair, if another opportunity were to arise, for me to work with Mr Riaan van der Walt because Riaan does not work for – you know, you get a sense that Riaan is a director of Siyangena or is a lawyer or internal lawyer of – no, Chair, Riaan is a person
20 there but what has happened is that the people – the group that is guided not by facts but by connecting the dots. That is all. Montana works with Van der Walt. Van der Walt has got some relationship with a law firm that works with – that did work for what is it called, TMM or Siyangena. So they are saying they are tied, it is one

thing, it is a corrupt scheme. It is so false, Chair.

Now let me conclude, Chair, my submission by – how did you get to this point? Because, I think that, Chair, it is very important to understand that. How did you get to this point being turned around? It starts with one Mr Paul O’Sullivan and O’Sullivan and in a different section of my affidavit I deal with that at length, Chair.

Immediately after I have left PRASA in 2015 I was approached by people who wanted to help me. I later
10 learned that these people are Paul O’Sullivan’s people. They told me, Chair, that – they met me at the DaVinci Hotel in Sandton. I got a call from someone from Cape Town in the ANC who said there are people who want to help you because already the noise has started. I said I will with them, I went to Sandton.

So these people came and when I arrived there I realised there is a problem but I met with the chaps. They told me something and I think this was about in August – I think it should have been in late July, beginning of August
20 2015.

They said to me Mr Montana, we want to help you. I say how do you want to help me? They say we work with the Hawks, we work with the NPA. You are regarded as the leader of the biggest criminal syndicate that has defrauded the state of R3.6 billion. [speaking in the vernacular], if

you can pack it on the ground here, just to say this, Chair, is 3.6, do you think I will be on these shores, Chair, I would be here in South Africa? I would probably be sitting on a yacht somewhere, is it not, in the middle of the Mediterranean enjoying that money. There is a R3.6 billion Montana took, he used different contracts, Swifambo, Siyangena and stole this money.

So I said so why do they not charge me? They said no, we are working with them, we want to help you. So I
10 say how am I going to help you? They say I must pass part of that money to them, they will help me. I think at that time they wanted 500 million. Chair, you can see in my face, I mean, I am 500 million myself, maybe that is my value. They wanted 500 million.

Do you know what was my response, Chair? I said I am very happy to work with you but can you please go – why do you not identify and tell me where this money, this loot is stashed? Those are my exact words. Show it to me, once you guys can show it to me, you are going to get
20 even more than what you had asked for. They have never come back to me.

Chair, I thought that was the end, okay? They approached some of the companies that are mentioned, that are said to be involved in a corrupt relationship with me. They then demanded money and these companies

called me and say man, we have been approached. I will not mentioned their names, Chair, because I think it would be unfair, but I do not want to put their lives at risk.

So they were approached to say pay some money. I blocked it. They say no, O'Sullivan will solve your problems. I blocked it, Chair, and I told them – let me use my words, O'Sullivan must go to hell. He has intimidated a lot of people.

Now what O'Sullivan does, Chair, if you want to
10 understand his affidavit, I have refused to pay. I say in South Africa, I do not pay anybody, in South Africa I never pay anybody. If the law enforcement believe that they have got a case against me, let me be put – let me go to court.

Now, Chair, what has happened is that – and this *modus operandi* is not isolated, Chair. I know Mr O'Sullivan has said in response to my affidavit that he is willing to cross-examine me, Chair. Like Werksmans, I am more than happy, Chair, I hope he applies to cross-
20 examine. I told him, Chair, I call him the Irish extortionist because what Paul O'Sullivan does in this country – he has been praised as a crime fighter and praise himself "I bought down Jackie Selebe".

No, no, no, the man is at the heart of criminal activity in the country. Those of us who know, Chair, and I

am saying because it is in my affidavit and he has been notified. What I am saying here he knows, Chair, and that is why I am inviting him to cross-examine. What he does, Chair, where people – prominent South Africans are involved, are having problems with SARS or the law, Paul O’Sullivan come in and say I will help you and he collects money and let me say, Chair, I have even seen statements, financial statements – and you remember in my affidavit I have called for this Commission to subpoena the

10 companies and the financial statements and bank statements of all companies that belong to Paul O’Sullivan. You will actually see, Chair, that the *modus operandi* is very simple. If you are in trouble, Paul arrives. He got his enforcers and these enforcers came from Cape Town. I have come face to face with them at the DaVinci Hotel and, Chair, they insist you must pay them and therefore they will sort out the case. They also pay on the other side at SARS. Chair, you cannot tell me about SARS, one of the most corrupt organisations that we have, okay? And I am

20 still going to – Chair, I am saying these people because I want, Chair – for me, I want this Commission on what it should focus on, the real capture.

And when you move beyond O’Sullivan, Chair, so they go to SARS and the police, he send me emails and say Montana – I think it was in 2018 – Montana, got good

news for you, you are going to be arrested before Christmas. I say I am happy for you, Mr O’Sullivan, Happy New Year, I will see you in January in 2019.

So he tried to intimidate me, Chair, and I told him that he is one of the most - the number one criminal in the country and the biggest crook. The intelligence services, the law enforcement agents are afraid to deal with Mr Paul O’Sullivan and because they are afraid of him ...[intervenes]

10 **CHAIRPERSON**: I want to limit you now because we are dealing with the properties but I wanted you to ...[intervenes]

MR MONTANA: Yes, Chair, but let me ...[intervenes]

CHAIRPERSON: Show the connection, ja.

MR MONTANA: Sure, Chair. The issue I am saying is that all these lies about my properties, they come from a criminal gang that wanted to extort money from me and other people and then they went to write – afterwards that is when this 22 affidavit came and accused me of all sorts
20 of things and that is why I want Mr O’Sullivan, I want Werksmans here. And you know it is going to be very interesting, Chair, because I want to use that cross-examination to expose the real criminals. But I will not end there, I actually want to show how they link to the structure of power in our country and, Chair, I have made

up my mind, I am one of the people who are going to spearhead the fight against the structure of power that actually use criminal – including [indistinct], Chair, so I am inviting them to apply to the Commission and say want to cross-examine Montana, I will be here to engage with them, Chair, to assist this Commission to understand.

That is why, Chair, let me read, as my conclusion, what I said in the conclusion to my statement to this Commission. I think it is very important, Chair, that I do
10 that. I said – I thank you, Chair, in this statement but I say here that – and I quote, Chair:

“The work of this Commission will be incomplete without looking deeply into the activities of this network and its unlawful surveillance activities at PRASA and beyond. It has appropriated to itself key functions of the South African state.”

So, Chair, this Commission, in my view, the property thing looks like Lucky Montana is saying there is some corrupt thing. It is a big thing, Chair, and I hold that before May,
20 Chair, when you close the work of this Commission and I know, they chase me, Chair, because they have got the people armed and everything, but I come here, Chair, and I am going to assist this – Chair, one thing, you asked me to come and assist this Commission.

CHAIRPERSON: Yes, you ...[intervenes]

MR MONTANA: I am going to assist you with the real criminals, Chair, thank you.

CHAIRPERSON: Yes. Okay, alright. Now at least you got a chance to put your side of the story and now Mr Soni can begin the questioning.

ADV VAS SONI SC: As you please, Chair.

CHAIRPERSON: Ja.

ADV VAS SONI SC: Mr Montana ...[intervenes]

CHAIRPERSON: I do not know what your approach is
10 going to be, Mr Soni, but in the light of the various explanations that Mr Montana is giving in regard to the properties and I think some of them, the explanations affect different properties and are interwoven. It may be that it would be helpful to take one property at a time.

ADV VAS SONI SC: As you please, Chairperson.

CHAIRPERSON: And move from one to the next.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Ja, ja. Okay, alright.

ADV VAS SONI SC: Chairperson, I am placing on record I
20 am only going on the properties we have investigated.

CHAIRPERSON: Yes, ja, no, no, no, obviously those are the only ones that you will question him on.

ADV VAS SONI SC: Now, Mr Montana, in the first paragraph of the statement you read this morning, that is SS18B, you say in the second sentence:

“It its so-called preliminary report on PRASA the Commission’s investigator, Clint Oellermann and evidence leader Soni told the Chairperson of the Commission that...”

And you quote:

“Montana purchased properties of over R36 million within a year.”

That is the allegation you made.

MR MONTANA: No, no, Chair, I am not making allegation,
10 this is what you answered the Chair.

ADV VAS SONI SC: I just want to – can I ...[intervenes]

MR MONTANA: It is a statement of fact, Chair.

ADV VAS SONI SC: Well, let me – you did not only say I
said it, you said Mr Oellermann said it as well.

MR MONTANA: Chair, the Chair – the Chair asked for
confirmation and asked you, Mr Soni, and you are the one
who answered to say no, he bought properties for R36
million.

ADV VAS SONI SC: Mr Montana, I do not want us to go to
20 and fro, I did not interrupt you. I am going to ask you a
question. I would like you to please look at paragraph 4 of
Mr Oellermann’s report which is bundle, H, SS18 and page
4 and I will just read the relevant parts of that paragraph,
it says:

“Between August 2014 ...[intervenes]

CHAIRPERSON: I am sorry, Mr Soni, when I came here this file was opened on a certain page and that is not the page you are on.

ADV VAS SONI SC: Oh, sorry, Chairperson, it is a different page, yes.

CHAIRPERSON: Yes.

ADV VAS SONI SC: It is page 4, Chairperson.

CHAIRPERSON: We will be using bundle H.

ADV VAS SONI SC: Bundle H.

10 **CHAIRPERSON:** PRASA bundle H and to what page must I go?

ADV VAS SONI SC: Page 4, Chairperson.

CHAIRPERSON: Page 4, okay.

ADV VAS SONI SC: Yes. I just want to set the record straight on something.

CHAIRPERSON: Yes, ja.

ADV VAS SONI SC: We need not have a debate, if there is something, it will come up ...[intervenes]

CHAIRPERSON: Yes.

20 **ADV VAS SONI SC:** But this is what Mr Oellermann says between August 2014 and August – October 2014 Mr Montana was involved in arrangements for the purpose of three properties for a total of more than R36million. Nowhere in his report, and you have made that allegation previously, I looked at the report over and over again, that

allegation that you purchased properties of over R36million within a year is not contained in his report, I'm putting that to you, Mr Montana.

MR MONTANA: Chair, can we play a clip, I've got a clip, Chair, you ask a question, Mr Soni doesn't answer – he's actually dealing with it differently. I said the Chair asked the question and you said, how many – you even said, is it R30million, Mr Soni said he bought properties for R36million. Now, he's reading a different thing, he's not
10 telling me about what I'm referring to. I said, what Mr Soni said, in response to you Chair, he said, actually he had even a smile that Mr Montana bought – and I brought the clip so that we can play it...[intervenes].

CHAIRPERSON: No, no that's fine...[intervenes].

MR MONTANA: And then we don't have the dispute about that.

CHAIRPERSON: I think, Mr Soni hasn't reached the point where he is talking about what he may have said, he's simply looking at what Mr Oellermann said in his report
20 because the second sentence of the first paragraph of your document says,

“In its so-called preliminary report on PRASA the Commission's investigator, Clint Oellermann and evidence leader Advocate Vas Soni told the Chairperson of the Commission blah, blah, blah”,

So, in other words, I think the understanding is that you are saying both Mr Soni and Mr Oellermann – and in regard to Mr Oellermann in his report, preliminary report this is what he said, and I think that is what Mr Soni is trying to clear up. So – and he’s doing so by going to the report because your sentence says, “in the preliminary report”, you understand? He’s still going to come to the question of what he may have said as opposed to Mr Oellermann...[intervenes].

10 **MR MONTANA:** Yes Chair, but I was referring to, specifically, what he had said to you, Mr Oellermann was in full agreement, he was nodding Chair, that is why I say that – you recall, initially I said, the Commission owes me an apology.

CHAIRPERSON: H’m.

MR MONTANA: It will be earlier on, so Chair, I’m referring to that and Mr Soni ...[indistinct] the issues. I see the paragraph that he’s reading there but I’m saying that, you enquired from them, they confirmed to you they didn’t
20 even give this...[indistinct] and it was even like a joke, no he bought properties for R36million ...[indistinct], so that was the statement, Chair.

CHAIRPERSON: But the question, I think is, let me put it this way. Is your statement in the first paragraph of the document that Mr Oellermann said in the preliminary

report, that you purchased properties of over R36million within a year, correct, is your statement correct insofar as it refers to him and the report?

MR MONTANA: Yes, Chair, he's saying in the report in paragraph four that we just read he says – this is different Chair,

“Mr Montana was involved in arrangements for the purchase of three properties for a total of more than R36million”.

10 **CHAIRPERSON:** H'm.

MR MONTANA: Correct?

CHAIRPERSON: H'm, within a year?

MR MONTANA: No, Chair it doesn't say within a year.

CHAIRPERSON: Yes.

MR MONTANA: What I'm referring to, is what they were saying, they were not saying I'm involved in arrangement for properties of R36million, is that I bought properties for R36million Chair and that is factually incorrect, that's what I'm challenging.

20 **CHAIRPERSON:** Yes but I think, Mr Soni wants you to make it clear whether you are sticking to the statement in terms of which you attribute to Mr Oellermann's report, preliminary report, the statement that you purchased properties of over R36million within a year, whether you stick to that or you say...[intervenes].

MR MONTANA: No, no Chair, I stick to that, that is why I'm...[intervenes].

CHAIRPERSON: That's different.

MR MONTANA: Sorry Chair, sorry for interrupting you.

CHAIRPERSON: Yes, no, no so I'm saying, I think he wants to see whether you're sticking to that or whether you accept that, that doesn't accurately reflect what was said in the report and then take it from there.

MR MONTANA: No, no Chair, I think my statement in my
10 – the one that I submitted as part of my evidence – of my affidavit is actually a correct statement, Chair.

CHAIRPERSON: But remember we're talking about -we're looking at this one that you have – that we, at least, I have seen that's the one that you read into the record.

MR MONTANA: No, no I see it Chair but I'm saying that we are – we seem to be confusing issues here.

CHAIRPERSON: Ja.

MR MONTANA: Let me clarify it.

CHAIRPERSON: H'm.

20 **MR MONTANA:** I didn't say, Mr Oellermann, in his statement, I mentioned the report. I'm saying Chair that, in its so-called preliminary report on PRASA the Commission's investigator, Oellermann and evidence leader Advocate Soni has told the Chairperson okay and I clarified during the testimony you asked a specific question

Chair, and that response is not consistent – contradicts number four. You see number four says, Chair, I was involved in arrangements for the purchase of three properties, that I accept, it's correct Chair. The statement that was given to you Chair, was that I Tshepo Lucky Montana bought properties for R36million. You know, throughout, I've explained Chair, in my statement that I've worked with people, you can say you were involved in when that property was bought, Chair, I will admit that but if you
10 say, Montana bought properties for R36million, I didn't buy properties for R36million...[intervenes].

CHAIRPERSON: But hang on, Mr Montana, in order for us to make progress, this is important. Is my understanding of the second sentence of paragraph one of the document you've read into the record, incorrect? Namely, that it says – it says, among other things, Mr Oellermann said in his preliminary report on PRASA that you purchased properties of over R36million within a year, is my understanding of that sentence correct, at least in part?

20 **MR MONTANA:** Are you reading mine or Oellermann's statement Chair?

CHAIRPERSON: I'm reading yours, no your document.

MR MONTANA: My document?

CHAIRPERSON: The first paragraph, the second sentence.

MR MONTANA: Yes.

CHAIRPERSON: Ja.

MR MONTANA: Chair, my statement there is correct, I'm sticking to that statement yes.

CHAIRPERSON: Yes, okay, alright. Okay, now I think what Mr Soni is going to say it, can you help us – show us, where in the preliminary report, Mr Oellermann said that, said what is written in that sentence?

MR MONTANA: No, no Chair.

10 **CHAIRPERSON:** H'm.

MR MONTANA: I think, it shouldn't be me.

CHAIRPERSON: Ja.

MR MONTANA: The evidence leader is supposed – when we were discussing that, the question to – the question you asked was the properties I bought. You see, I'm saying number four is correct Chair, I mark it, I agree with it.

CHAIRPERSON: Ja.

MR MONTANA: I was involved in even more properties than this, I don't have a problem with that.

20 **CHAIRPERSON:** Yes.

MR MONTANA: But when you asked the question Chair, okay, they even said – they even moved beyond that statement – so this statement was changed so in writing they say this but to you, Chair, there was a massive misrepresentation. Firstly, Montana bought properties for

R36million, secondly he didn't have the money to buy those properties. This is what both of them said in the...[intervenes].

CHAIRPERSON: But remember, remember now I don't know whether the question you say I asked, I asked while Mr Oellermann was giving evidence, is that correct?

MR MONTANA: Yes, Chair.

CHAIRPERSON: Did he say the same thing as well, because I don't know whether I was asking him or asking
10 Mr Soni on that issue when that response was given?

MR MONTANA: You were asking Mr Oellermann.

CHAIRPERSON: Ja.

MR MONTANA: Mr Soni answered on his behalf, he came in to clarify.

CHAIRPERSON: Ja.

MR MONTANA: He nodded, he agreed, Chair and that is why Chair...[indistinct] so we can close this thing.

CHAIRPERSON: No, no but that's fine. So, that was not in his written report, that was in his oral evidence?

20 **MR MONTANA:** Yes, no, Chair, during that – I think it was – you asked in the course of him presenting his report.

CHAIRPERSON: Ja.

MR MONTANA: That's what I'm referring to Chair.

CHAIRPERSON: Yes.

MR MONTANA: Yes.

CHAIRPERSON: In other words, you accept, do you not, that if one goes to his written report, one will not find that sentence to that effect?

MR MONTANA: No, Chair, I agree except that we know that we'll take this and we'll also take the transcript isn't it?

CHAIRPERSON: No, no, no the transcript is a different matter. If you say, look I'm not saying he said that in the report – in the written report but he said in his oral
10 evidence and that will be in the transcript, that can be checked if necessary.

MR MONTANA: Chair, I'm happy with number four.

CHAIRPERSON: Yes.

MR MONTANA: Because it's saying Montana was involved with people, that's fine.

CHAIRPERSON: Ja.

MR MONTANA: But that is different from saying Montana bought properties for this amount of money, that I reject Chair, and that is why I wanted to read my statement in the
20 beginning so that you can see that this is not one and the same thing.

CHAIRPERSON: I think, where we are, and I'm saying this so that you can tell me if I've misunderstood you, I think where we are with regard to Mr Soni's question, is this. One, you accept that in the preliminary – written

preliminary report Mr Oellermann did not say that you purchased properties of over R36million within a year but you are saying that, in his oral evidence, he did say that, is my understanding correct?

MR MONTANA: No, no Chair. I think number four, I'm happy that's what he's saying.

CHAIRPERSON: Yes.

MR MONTANA: When we go – it's just that I didn't mark it Chair, as we have the discussion during the course – I'll
10 draw it to your attention.

CHAIRPERSON: Ja.

MR MONTANA: Where he actually even move away from four and I think that could be...[intervenes].

CHAIRPERSON: It says what you are saying here...[intervenes].

MR MONTANA: It's saying what I am saying Chair, and when you asked Chair, because you wanted clarity.

CHAIRPERSON: Yes.

MR MONTANA: They then, both of them confirmed Chair,
20 and that is why I'm saying, probably Mr Soni will look at the clip at that time, the team can help him get that clip and ask your question, you'll see Chair, they are saying, I bought properties and I take an exception to that Chair.

CHAIRPERSON: No, no, that's fine but as you answer the questions just bear in mind, or try to make a distinction

whether it's something that was in a written documents, such as the report or it's something that was said during oral evidence because I think part of Mr Soni's question was to say, here you talk about the written report. Okay but you have said there is somewhere in the written report, where he says what you say?

MR MONTANA: Yes.

CHAIRPERSON: Ja okay, Mr Soni?

ADV VAS SONI SC: Okay, Mr Montana, you're going to
10 come back some time. I'm going to challenge you now, and I'm challenging you publicly and officially, I want you to show the Chairperson, on a different occasion, when you come back where that is contained in his report.

MR MONTANA: I'll do that Chair, I'm more than happy to do that, I'm glad that we are going to be robust today and deal with these issues, Chair, I'm happy.

CHAIRPERSON: Okay.

ADV VAS SONI SC: No, Mr Montana I want to also say
20 this to you, the purpose of asking you questions about these matters is to give you an opportunity to respond to allegations that are contained in documents and so on. Now, you either meet those allegations head-on or you avoid them. If you refuse to meet them head-on, at the end I will argue to the Chairperson that those allegations stand unanswered because you have not met them head-

on. I'm only making you aware of the approach I am going to adopt...[intervenes].

MR MONTANA: Chair, can I object to that very strongly?

CHAIRPERSON: Let him finish first, finish, are you done Mr Soni?

ADV VAS SONI SC: Yes.

CHAIRPERSON: Okay.

MR MONTANA: Chair, can I object to that?

CHAIRPERSON: H'm.

10 **MR MONTANA**: You know, Mr Soni has told me about the report that he's bringing to you, I'm not here for that, Chair. Mr Soni can write whatever he wants to write and present to you, the Chair will apply his mind. I – Mr Soni write whatever you want to write. I'm not here to convince the Commission to take my version, I'm here to assist the Commission and present evidence. Chair, Mr Soni was wrong, okay. Let me talk about your role, Mr Soni, is to assist the Commission to reach the truth, to find the truth. It's not to pursue or to push a particular view. Chair, in
20 that particular instance – and that is why I've kept over 20, over 20, Chair, of the clips where Mr Soni was talking to Mr Oellermann, here when he was leading him in the evidence and Mr Soni forgets, he's still has to lead my evidence here, okay, it's going to be very interesting. Chair you must also see those clips and say, let's go back, Mr Soni

was not facilitating for Mr Oellermann to tell his story he was making assertions, his own assertions okay, there are so many. So, Chair, you have invited me here, and let me put it very clear because I'm not one person who comes and want to please the Chair so that a favourable – I'm not asking you for a favourable report. I've just read my statement and my statement proves beyond any reasonable doubt, okay Chair, he's going to ask me, that the story presented to this Commission, that I bought properties I
10 didn't have money, some people – it's all false, it's not backed up by evidence. I've given – and I hope he's going to ask me Chair, about the breakdown that I've given to him about – because you see, he wanted to deal with four properties, yet he knows the other properties I've sold were actually the basis of my involvement or possible partnerships in these other four properties. He wants to restrict you there, that is why I insisted on coming so that, Chair, you understand the context. So, Mr Soni cannot threaten me Chair, I can never be threatened, I'm one
20 person who can never be threatened. So, Mr Soni can write, I mean even where I proved, previously in my other testimony where he said things – you can see on the evidence of Martha Ngoye and the thing, he said, I'm going to write. Mr Soni let me face you and not face the Chair...[intervenes].

ADV VAS SONI SC: You must face the Chair, please.

MR MONTANA: No, but I want to say it to him in his face, Chair.

CHAIRPERSON: No, no, face me.

MR MONTANA: Okay.

CHAIRPERSON: But let me – I want to say something ja...[intervenues].

MR MONTANA: My last sentence, Chair.

CHAIRPERSON: H'm.

10 **MR MONTANA:** Chair, you know, when I wrote to you in 2019, July 2016, I said in my letter I want to – before it became fashionable I want to assist the Commission's work and I want to demonstrate that those that make allegations of corruption against some of us are, in fact, the most corrupt and they are involved in wrongdoing.

CHAIRPERSON: H'm.

MR MONTANA: I believe this Commission is very important for the future of our country. So, if Mr Soni, as he has shown, demonstrated throughout that he serves a particular view, a particular narrative and he threatens he's going to – let him write Chair, because ultimately these things will be tested in Court, will be contested, I'm not here, Chair, to guy the Chair's face, I'm here to assist the
20 – that is why I've been fighting to come here. So, for me to be told that I'm going to write this thing, so he's going to

– Chair, why don't we stop this session because what he's saying, is that despite the fact that I told him that I put R2million there, R2million there, I got this facility from the bank, he's saying I'm still going to write so that I can – so we're going to fight today Chair, I'm ready for this fight, I'm ready for this fight, but I'm still going to assist you, Chair.

CHAIRPERSON: No let me explain why he was saying what he was saying, Mr Montana. You know the Commission, you know, certain things in a Commission
10 happen in the same way they happen in a Court of Law, whether it's a criminal case or civil case but of course there are certain differences but also we – I'm a Judge, he's a lawyer, most of the time we spend our lives in Courts and we – that's where we spend most of our working lives. Now, one of the – one of the rules of fairness that I think I would rather call it that, rules of
20 fairness in a Court of Law is that if you are questioning a witness, and you, later on, argue in a certain way, if you didn't do certain things and you didn't explain certain things to the witness you might be held to have been unfair to the witness. So, to avoid being said to be unfair you want to explain those things. So, I think what Mr Soni is doing, he is saying, I will be asking you questions, I advise you to deal with them head-on but if you don't deal head-on with certain allegations I may have to argue later on to

the Chairperson that, you were avoiding them, or something like that but what he's doing is, he wants to make sure that if you decide not to deal head-on with certain allegations you must know that there might be this risk so that it can't be a situation where he's seen maybe, to take advantage of the fact that you might not have known that, you might have explained things in a certain way and this is particularly more important when you are not legally represented because sometimes when you are
10 legally represented one can assume that your lawyer would have explained certain things and so on. So, that's the context, so robustness is not a problem and so on but I think that's the context in which he was asking.

MR MONTANA: No, Chair, I accept that, Chair I made a commitment.

CHAIRPERSON: Yes, ja.

MR MONTANA: You see, I didn't ...[indistinct] Chair.

CHAIRPERSON: Ja.

MR MONTANA: Because I'm not that kind of a person.

20 **CHAIRPERSON:** Ja.

MR MONTANA: I'm here, Mr Soni can tear me apart and he must accept my response.

CHAIRPERSON: Ja.

MR MONTANA: But, Chair, I make it very clear, I can't be threatened.

CHAIRPERSON: Yes, no, no I don't think he's threatening you, I think that's just what he – that's the context of what he was saying. I see we are at five to.

ADV VAS SONI SC: Five to, Chairperson before we adjourn. You perhaps, put it a bit more eloquently as to what my duty is to Mr Montana. It was never meant as a threat, you would not allow me to threaten a witness.

CHAIRPERSON: Ja, no.

ADV VAS SONI SC: And I would not threaten a witness
10 but at the end of the day, Chairperson, we have a limited time available.

CHAIRPERSON: H'm.

ADV VAS SONI SC: And if, for example – and I mean that's all I was trying to do, is to say to Mr Montana I'm going to refer you to certain documents and you must explain what those documents mean to you and I will tell you what I believe they mean and that's the whole purpose of this.

CHAIRPERSON: Ja.

20 **ADV VAS SONI SC:** And to the extent, Mr Montana thinks I've already made up my mind. I would not ask Mr Montana questions if I'd already made up my mind because the idea is to get his version, so that you can look at it. It's not me who's going to look at it, it's you.

CHAIRPERSON: Ja, maybe also to just mention to add

this, Mr Montana, you see the best way to prejudice you, if an evidence leader wanted to prejudice you would be, not to explain what Mr Soni has explained to you and ask questions and then you don't deal with allegations head-on, he moves on next question, next question, next question then we are done then you go then when he presents argument he says, you see, he was not answering questions he was avoiding. I asked him questions he was telling me other stories and so on but when he explains it
10 like this, you are able to say, okay, I'm going to be alive to whatever allegation and I'm going to make sure that I don't have the situation where, I leave it without answering it head-on. So, I think, let's adjourn on that basis and then let's take lunch and then we'll come back at 2 o'clock.

MR MONTANA: Chair, I accept your guidance on this issue, my point has been made, I'll come back after lunch to come and answer this question Chair, thank you very much.

CHAIRPERSON: No, that's fine, we adjourn.

20 **ADV VAS SONI SC:** As you please.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Okay let us continue.

ADV SONI SC: As please Chairperson. Chairperson I have explained to Mr Montana what I am going to do now is in

respect of each of the properties forget the report because I understand Mr Montana's concerns about the report we just want to look at the supporting documents in respect of these properties.

CHAIRPERSON: Ja no that is fine. In the meantime, did you get those annexures that we talked about Mr Montana?

MR MONTANA: Chair I have then bu...

CHAIRPERSON: Did you get them during lunch?

MR MONTANA: Chair I have received everything but I have
10 since been told that I submit them after this when I meet with
the – with Ms Rangata.

CHAIRPERSON: What is the position Mr Soni do you know what is happening in regard to this particular document as opposed to in regard to the affidavit? Because I thought that the ones that are mentioned in the document that he read into the record we could get those admitted together with – admitted so that we are done with that part.

ADV SONI SC: Done with that yes.

CHAIRPERSON: Ja and then – the rest they can deal with
20 in terms of the process.

ADV SONI SC: Yes. I was not aware that there was that distinction Chairperson so it is not something I ...

CHAIRPERSON: Well during the lunch – before lunch you remember – before he read into the record.

ADV SONI SC: Yes.

CHAIRPERSON: I – I raised the issue. I said something along the lines that hopefully there are no annexures relevant to – to this.

ADV SONI SC: Yes.

CHAIRPERSON: I think Mr Montana – I got the impression he was nodding at the time but after I read it I saw that there were references to annexures.

ADV SONI SC: Yes.

CHAIRPERSON: So before – when we came back from the
10 adjournment I said I noticed that there are two references or so to annexures and I think he said during lunch he could bring them – or after lunch or something.

ADV SONI SC: Yes.

CHAIRPERSON: So what I had in mind is that those that are referred to here.

ADV SONI SC: Yes.

CHAIRPERSON: Those could be handed up and all the others that relate to the rest of the affidavit can be dealt with in terms of the process that has previously agreed.

20 **ADV SONI SC:** Yes.

CHAIRPERSON: That is what – that was my – what my understanding was.

ADV SONI SC: I – I accept that Chairperson it is not something I ...

CHAIRPERSON: Ja.

ADV SONI SC: Sought out independently.

CHAIRPERSON: Yes. Simply because we are already admitted this.

ADV SONI SC: No sure.

CHAIRPERSON: Therefore whatever is referred to here we should try and admit if we can.

ADV SONI SC: Yes.

CHAIRPERSON: And so that this is complete.

ADV SONI SC: Chairperson may I – may I suggest a way
10 forward and that is we...

CHAIRPERSON: Or we can deal with it during tea break.

ADV SONI SC: We could deal with this and then as soon
as...

CHAIRPERSON: Ja.

ADV SONI SC: The questioning is finished on this.

CHAIRPERSON: They are done.

ADV SONI SC: Mr Montana can hand those to Ms 00:03:28.

CHAIRPERSON: Well it is not a question of him handing
them to her – those that – the annexures that relate to the
20 document – this document he can hand them to you. I want
them to be handed up. Ja.

ADV SONI SC: Yes.

CHAIRPERSON: Yes. So there – those should not be
subject to that process that has been agreed on.

ADV SONI SC: To that process yes.

CHAIRPERSON: Ja.

ADV SONI SC: Yes.

CHAIRPERSON: So – but what we can do is let us continue.

Either when you are done or during the tea break.

ADV SONI SC: Yes.

CHAIRPERSON: Then it can be attended to.

ADV SONI SC: Yes.

CHAIRPERSON: Okay, alright.

ADV SONI SC: Mr Montana we would be able to get – they
10 are at the end of your affidavit so we will be able to take
them out as a pile – those annexures.

MR MONTANA: No, no Chair I have got everything – they
are here. I just asked the team at lunch time in line with
your instruction but they said no, no it is fine we will deal
with it later. So I just put them back safely in the car Chair.

CHAIRPERSON: No that is fine.

MR MONTANA: But I will give them to the team then.

CHAIRPERSON: It can be sorted out ja.

MR MONTANA: Ja.

20 **CHAIRPERSON:** Okay. Alright.

ADV SONI SC: Now Mr Montana in regard to the Parkwood
property you will see that there are certain annexures
referred to OR – Annexure OR1 to Mr Oellermann's affidavit.
I just want to refer to the annexures.

Annexure PP1 is a series of emails and I just want to

refer you to two emails. If you could please turn to page 44 and 45. You will see at the bottom of page 44 there is an email from you dated the 21st of August 2012, do you see that – right at the bottom at page 44?

MR MONTANA: I am on page 45 sorry Chair. Okay.

CHAIRPERSON: Oh the one dated 21.

MR MONTANA: I am on page 44 ja. I see that.

ADV SONI SC: Yes.

CHAIRPERSON: August 2012.

10 **ADV SONI SC**: 2012 yes.

CHAIRPERSON: Okay. Alright.

ADV SONI SC: And you will see on the next page at page 45 it is addressed to Ms Willis – Ursula Willis who I understand was your personal banker, is that correct? Sorry Mr Montana if you could...

MR MONTANA: That is correct ja. Sorry, sorry.

ADV SONI SC: And then you will see at page 45 in the second paragraph you say to her:

20 “Would you be so kind and also send me latest updates or rather balances on each of the properties. This is important in determining the properties to be disposed of under current economic concerns.”

And then you will see her reply in...

CHAIRPERSON: Hang on Mr Soni. It will be convenient as

we deal with each affi – email just to state who it is from, who it is to – what date it is.

ADV SONI SC: Yes.

CHAIRPERSON: What the subject matter is if possible before reading that will just help. Whoever reads the transcripts.

ADV SONI SC: Is reading yes. As you please Chairperson.

CHAIRPERSON: Ja.

ADV SONI SC: So the one you are looking at now is at page
10 45 is it the one that says:

“Dear – is it Ursula”

ADV SONI SC: Ursula yes.

CHAIRPERSON: Oh how do you pronounce that?

ADV SONI SC: Ursula.

CHAIRPERSON: Hm.

ADV SONI SC: Ursula.

MR MONTANA: Ursula.

CHAIRPERSON: Ursula. Okay alright. Okay that is the one you are talking about ja.

20 **ADV SONI SC:** That is the one.

CHAIRPERSON: Okay alright. And you have just read the second of two paragraphs in the email?

ADV SONI SC: That is so Chair.

CHAIRPERSON: Ja. Okay.

ADV SONI SC: Then Mr Montana can I ask you to turn to

page 42.

CHAIRPERSON: At this stage Mr Soni we are not dealing with any specific property or are we?

ADV SONI SC: We dealing with Parkwood.

CHAIRPERSON: Oh that is what I wanted.

ADV SONI SC: Yes.

CHAIRPERSON: Parkwood.

ADV SONI SC: Parkwood.

CHAIRPERSON: Okay alright. Okay continue.

10 **ADV SONI SC**: At the bottom of page 42 you will see there is an email from Ursula Willis also dated the 21st August about 45 minutes after your email to her and it is addressed to you, is that correct Mr Montana?

MR MONTANA: I see that Chair.

ADV SONI SC: Okay and then if you look at page 43.

CHAIRPERSON: I am sorry that is a letter from – that is an email from Ursula

ADV SONI SC: Ursula Willis.

CHAIRPERSON: Will – Willis dated 30 October 2012.

20 **ADV SONI SC**: No, no right at the bottom Chairperson 21st August.

CHAIRPERSON: Oh are you going back to the one we dealt with earlier?

ADV SONI SC: No, no.

CHAIRPERSON: Or is it another one?

ADV SONI SC: This is the reply at page 42.

CHAIRPERSON: Oh okay. I am sorry. Oh page – at page 42.

ADV SONI SC: Yes right at the bottom.

CHAIRPERSON: Yes okay.

ADV SONI SC: You will see it is sent 21st of August 2012.

CHAIRPERSON: Yes.

ADV SONI SC: At 9:43 pm.

CHAIRPERSON: And the subject is Private – Private 1
10 Security.

ADV SONI SC: Private 1 Security.

CHAIRPERSON: Held.

ADV SONI SC: Held

CHAIRPERSON: Okay alright. Ja you can continue.

ADV SONI SC: Yes. And this is in answer to your email Mr Montana and about in the middle of the page next to the number 3 it is dealing with ERF 359 Parkwood Johannesburg. Do you accept that?

MR MONTANA: I accept that Chair.

20 **ADV SONI SC:** And she gives the address as 10 Newport Road, that was the address of the Parkwood property, is that correct?

MR MONTANA: That is correct.

ADV SONI SC: And then she says:

“The valuation amount is R3.5 million.”

MR MONTANA: Is that on page 42?

ADV SONI SC: Yes. It is just under the physical address you will see valuation amount R3.5 million.

MR MONTANA: That is correct.

ADV SONI SC: Right. And then of course this reflects as per your request she reflects the amount of the bond – I think it is between – oh sorry for R2 million. Saying – just under valuation amount.

CHAIRPERSON: I am struggling to – to see where you are
10 Mr Soni. Are you still at page 42?

ADV SONI SC: No 43 Chairperson. This is the – the substance of the email from Ms Willis to Mr Montana.

CHAIRPERSON: Okay.

ADV SONI SC: Right at the top she says:

“Hi Lucky. Here is the information you requested.”

CHAIRPERSON: Yes I can see that.

ADV SONI SC: And then she deals with the information in regard to one of the properties in Waterkloof or two of the
20 properties in Waterkloof and then number 3 she deals with ERF359 Parkwood.

CHAIRPERSON: Okay you see I was looking a sentence that says something like here is or something like that.

ADV SONI SC: Oh. Sorry

CHAIRPERSON: Okay that was.

ADV SONI SC: That is right at the top.

CHAIRPERSON: Okay. Valuation amount R3.5 million.
Right.

ADV SONI SC: That is so.

CHAIRPERSON: Bond amount is it R2 million, is that right?
The bond was R2 million.

ADV SONI SC: R2 million yes. That is correct Mr Montana?

CHAIRPERSON: Is that correct?

MR MONTANA: No I am happy – I am happy with this Mr
10 Soni.

ADV SONI SC: Yes.

CHAIRPERSON: Ja okay.

ADV SONI SC: Alright then I just want to ask you then to
look at PP2 which is page 40 – starts at page 46 – this is the
offer by Precise Trade – well perhaps I should just describe
what the document is.

It – the title of the document is Offer to Purchase Full
Title, is that correct at page 46?

MR MONTANA: I see that Chair ja.

20 **ADV SONI SC:** And it is a document which is a – an offer by
Precise Trade to purchase from you the property which is 10
Newport Road, Parkwood. And that you will find at page –
oh sorry 1. – paragraph 1.2. Is that correct?

MR MONTANA: That is correct Chair.

ADV SONI SC: Right. And then it is the Terms of the

Agreement are the purchase price is R6.8 million. That is what you said already. And the payment was going to be way of a deposit of R2.5million to be paid within 30 days – that is at paragraph 2.2 and at 2.3 the balance of the purchase price to be paid to Loubser Van der Walt Incorporated Trust Account within 90 days after the signature. Is that correct?

MR MONTANA: That is correct Chair.

ADV SONI SC: Okay. And they say at paragraph 2.4:

10 “Loubser Van Der Walt Incorporated will
 issue acceptable guarantees against this
 purchase price.”

Is that correct?

MR MONTANA: That is correct Chair.

ADV SONI SC: Now Loubser Van Der Walt is obviously Mr Van Der Walt’s legal firm – I mean he was a partner in that legal firm.

MR MONTANA: He was a partner indeed. He was a partner.

ADV SONI SC: Yes. Well now can I just ask you quickly I
20 want to come back to PP2 but I just want to get this over
with. If you look at PP3 which is at page 53 – it starts at
page 53. This is the Deed Of Transfer in respect to that
property, is that correct? Page 53 Mr Montana and you will
see right in the middle of that page it is a Deed of Transfer.

MR MONTANA: Ja.

ADV SONI SC: Alright and you will see at page 56 the property was transferred on the 20th of February 20015.

MR MONTANA: Ja.

ADV SONI SC: Is that correct? Now Mr Van Der Walt has given an explanation of the payments made in regard to this property. It is contained in Mr Loubser's affidavit. Can I ask you then to please turn to Bundle G – Annexure SS16 which is Mr Loubser's affidavit. And can I ask you to please look at page 198. This is the black numbers now – page 198.

10 **MR MONTANA:** 198.

ADV SONI SC: 198.

CHAIRPERSON: I think the 198 on my one is written by hand.

ADV SONI SC: Yes.

CHAIRPERSON: Is it?

ADV SONI SC: Yes.

CHAIRPERSON: Ja so look for one that is written by hand Mr Montana.

ADV SONI SC: Have you got it there?

20 **MR MONTANA:** Ja is this the one with the amounts in Afrikaans?

CHAIRPERSON: Ja.

ADV SONI SC: Yes. It is dated the 28th of January 2016.

MR MONTANA: I have got it Chair ja.

ADV SONI SC: I will just tell you what this is. This is the

evidence given by Mr Loubser. He says after the – after articles were written about the property deals they asked Mr Van Der Walt certain questions about the deals and he wrote to them. This is a second letter he wrote to them on the 28th of January explaining all the transfers – or all the payments that were made in respect of the different properties. We are only dealing with four of them.

Now at paragraph 2.2 of page 198 of the letter of the 28th of January he says in his letter that the purchase price
10 of R6.8 million this is in respect of Parkwood property was paid as follows and he sets out the date of payment and the amount on each of – the amounts paid on each of those dates.

Now can I ask – well can I also ask...

MR MONTANA: What page is that?

ADV SONI SC: Sorry it still page 198.

MR MONTANA: We still on page 198.

ADV SONI SC: Paragraph 2.2. He says:

CHAIRPERSON: One second. Mr Montana how is your
20 Afrikaans?

MR MONTANA: Not ...

CHAIRPERSON: It is good enough for this.

MR MONTANA: Ek praat net kombuis Afrikaans DCJ so.

CHAIRPERSON: Okay.

MR MONTANA: So – particularly I see here – I think it

would be – but I trust the commission's – I have read this affidavit.

CHAIRPERSON: Ja.

MR MONTANA: But not this particular letter.

CHAIRPERSON: Oh.

MR MONTANA: So I do not know – I do not know but it is fine Chair.

CHAIRPERSON: Okay I think – I think Mr Soni will tell you what it – what it says but I think what the legal team should
10 obtain is an English translation.

ADV SONI SC: We will Chair.

CHAIRPERSON: Of the letter ja.

ADV SONI SC: Yes.

CHAIRPERSON: Okay.

ADV SONI SC: So it says at paragraph 2.2 the purchase price of R6.8 million was paid as follows: And then he isolates – I mean then he itemises each payment. Now I want you Mr Montana if you could please assist as well – if you could keep your hand on that page and also turn to page
20 190 earlier page 190 and that is – I have got to tell you again that is the evidence given by Mr Loubser that this is one of the documents that Mr Van Der Walt handed to him at the time he wrote the letter and this – the document at page 190 Mr Van Der Walt said was the bank account – the transaction history of the bank account relating to Precise

Trade's Property deals. You understand that that is what it is.

MR MONTANA: Well I hear Chair.

ADV SONI SC: Yes. Well that is the evidence I – you know it is not.

MR MONTANA: I accept that ja.

ADV SONI SC: Now I – why I want you to look at this is I want us to compare what is said by Mr – in that letter with entries in the bank account.

10 So if you look at 2.2.1 he says:

 “On the 18th of June 2014 an amount of
 R2 258 000.00 was paid.”

MR MONTANA: Where – are you still on 19?

ADV SONI SC: Oh sorry on 198.

MR MONTANA: On 198 ja.

ADV SONI SC: Alright so we can just concentrate on that. Now if we look at an entry in the bank account which is at page 1...

20 **CHAIRPERSON**: Hang on I was also still trying to go back to 198. Which item?

ADV SONI SC: 2.2.1 Chairperson. The 18th of June.

CHAIRPERSON: Okay. Alright.

ADV SONI SC: 2014.

CHAIRPERSON: Yes.

ADV SONI SC: And the amount reflected as being paid is

R2 250 000.00.

CHAIRPERSON: Yes.

ADV SONI SC: Alright. Now Mr Montana can – and Chairperson can I ask now we turn to page 190 and you will see the third entry on the bank account is for the 18th of June 2014 and it is reflected as a withdrawal from Precise or by Precise Riaan Loan. You see that Mr Montana? The third entry on page 190 Chairperson.

MR MONTANA: I am on 190 Chair.

10 **ADV SONI SC:** Yes.

MR MONTANA: Ja, okay.

ADV SONI SC: You see it says withdrawal value date 18th June and Precise / Riaan loan. That is the description given to that entry. Do you see that?

MR MONTANA: Yes I see that.

ADV SONI SC: Right. And the amount there is R1 250 million? Mr Montana. At page 190.

MR MONTANA: Chair I see – I see the – I think that the above 4 I see R350 400 linked to Montana. Oh I see at the
20 bottom R2 250 I see that Chair 18th June.

ADV SONI SC: Yes.

MR MONTANA: Ja.

ADV SONI SC: Yes. We are going to deal with each of them Mr Montana.

CHAIRPERSON: Yes. Okay.

ADV SONI SC: Alright and according to Mr Loubser the word guarantee was written by Mr Van Der Walt at the time the document was given to Mr Loubser.

MR MONTANA: But this – so this is a guarantee given to the bank – to ABSA.

ADV SONI SC: No, no, no this is a Debit in the account. I am just trying to draw a link between what he says at page 198.

MR MONTANA: Ja.

10 **ADV SONI SC:** And what is reflected in the bank account.

MR MONTANA: In the statement ja okay sure.

ADV SONI SC: Okay.

MR MONTANA: Ja.

ADV SONI SC: So I am just saying he says that amount was paid on the 18th of June and when you look at the account you will see that that account – that amount was debited to the Precise Trade account on that day.

MR MONTANA: Okay.

20 **ADV SONI SC:** Okay. Now I just want to alert you to two – the two earlier entries of the 18th of June. There is a deposit – the first entry is a deposit of R1 850 million. Do you see that?

MR MONTANA: I see that.

ADV SONI SC: And then there is another deposit of R4 million. And in his handwriting Mr Van Der Walt writes TMM

loan.

MR MONTANA: Ja.

ADV SONI SC: Then if you look at – go back to page 198.

MR MONTANA: Ja.

ADV SONI SC: You will see 2.2.2 on the 18th of July 2014 he says a payment of R110 800.00 was made to you. You see that?

MR MONTANA: Ja.

ADV SONI SC: And then you will see that when you look at
10 page 190 on the 18th of July there is a withdrawal of
R110 800.00 and it is marked Montana payment.

MR MONTANA: Ja.

ADV SONI SC: Okay. Now I suppose I should ask you with regard to each one. The R2.25 million is that a payment that was made to you on the day reflected?

MR MONTANA: No, no Chair. I suspect Chair I do not know – it was not made to me but when I see that I think it is linked to him settling the bond with ABSA for that amount. Because that was the – that was the bond amount that I had
20 so when has bought the property the first payment must go to – it must go to the bank. So I think that is what it reflects Chair.

ADV SONI SC: No now I understand – I understand perfectly. Alright so the first payment was – was – you accept the first payment would have been made in respect of

the property but it was not made to you and when you put the full picture or taking the full picture into account you think it was a payment made to the bank?

MR MONTANA: Chair I think – look Chair I – I think this is consistent with my statement that I have made but I would not know what is the – because when I saw the affidavit and made contact with Riaan to say what was this and he says no but these were my statements when I was using the money around. But that is he – he is the one who must come
10 and account to – about how he used the money at Precise Trade. But when I look at the amount of R2 250 I think let us go back to the email – the email from Ursula Willis I do not know how much did they say they recall but...

ADV SONI SC: Do you recall it was R2 million.

MR MONTANA: Ja I am sure.

ADV SONI SC: But I mean that was the year earlier so it (talking over one another).

MR MONTANA: That was the year earlier.

CHAIRPERSON: Okay.

20 **ADV SONI SC:** But Mr Montana all I want us to agree on is that Mr Van Der Walt says that the payment was made – that payment was made in respect of the Parkwood property. I accept that you say it was not made to you so we must accept that it would have been made to the bank.

MR MONTANA: It should have been made to the bank.

Chair the risk of course of doing that I think Mr Soni should –
let us continue taking me through

CHAIRPERSON: Ja.

MR MONTANA: But I am being asked about the financial
statements of another company not about mine. I think it
would have been good if we had my own bank statements.

CHAIRPERSON: Yes.

MR MONTANA: Because I think if you look at the R6.8 the
bulk of the money did not even come to my account.

10 **CHAIRPERSON:** Ja.

MR MONTANA: As I explained earlier I said pay there – pay
there - pay there. But you would record it as a thing. How
you got the money – who shift monies around. I would not
have the details Chair.

CHAIRPERSON: No that is fine.

MR MONTANA: So I think that the – so I think let us go
through them as you say.

ADV SONI SC: No sure.

MR MONTANA: But I .

20 **CHAIRPERSON:** Where you are able to say something you
will say where you are not able to say you are not able.

MR MONTANA: Absolutely Chair.

CHAIRPERSON: Ja okay.

ADV SONI SC: And – and if you dispute any particular
payment place that on record.

MR MONTANA: No, no on this one Chair I cannot because it is not my statement.

CHAIRPERSON: Yes.

MR MONTANA: I do not know them.

CHAIRPERSON: Ja.

MR MONTANA: I am seeing them as they are tabled here.

CHAIRPERSON: Ja okay.

ADV SONI SC: Alright. Then on the 2.2.3 he says same on the 18th July 2014 a payment of R350 00.00 was made and if
10 you look at page 190 a withdrawal of that amount is made and he marks it Montana payment.

MR MONTANA: Ja I see that yes.

ADV SONI SC: You see that – yes. Alright then at 2.2.4 on the 24th of...

CHAIRPERSON: So I guess – I am sorry Mr Soni.

ADV SONI SC: Yes.

CHAIRPERSON: I guess the point you are making or part of the point you are making Mr Montana is where the statement might be saying Montana payment do not take that as if it
20 means I was paid that amount. You would accept that might have been paid in respect of that transaction but you are making the point that it did not come to you.

MR MONTANA: No, no Chair some of them may not have come to me.

CHAIRPERSON: Ja.

MR MONTANA: Particularly the big amounts I think that is when he was – he was settling the banks and all of those things.

CHAIRPERSON: Ja.

MR MONTANA: So it is his – you can see that he had written a lot of notes.

CHAIRPERSON: Ja.

MR MONTANA: Because he is dealing with in that statement he is dealing with ...[intervenes]

10 **CHAIRPERSON:** Ja.

MR MONTANA: ...or by the company. So ...[intervenes]

CHAIRPERSON: No, that is fine. Yes.

MR MONTANA: So, but I will take you, Chair.

CHAIRPERSON: Yes.

MR MONTANA: That this accounting for the six-hundred and...

CHAIRPERSON: Ja.

MR MONTANA: ...R 46.8 million when he bought the properties from me. Ja.

20 **ADV VAS SONI SC:** Okay. Then 2.2.4. Sorry, have we dealt with 2.2.3?

MR MONTANA: 3, ja.

ADV VAS SONI SC: That is the 18th of July, the R 350 000,00.

MR MONTANA: H'm.

ADV VAS SONI SC: And then you will see on the 24th of July, he says R 400 000,00 and he – there is a withdrawal of R 200 000,00 and it is marked TLM. Those are your initials. Is that correct?

MR MONTANA: So this one, it says TLM, Nola(?) Montana.

ADV VAS SONI SC: [laughs]

MR MONTANA: So how do you know, Chair, it is ...[intervenes]

10 **CHAIRPERSON:** [laughs] Ja. Well, unless there was an indication in the evidence that TLM was understood or referred to – was meant to be his acquisition – his initials. What did the – Mr Van der Walt's partner said about it?

ADV VAS SONI SC: Well, he – what we need to look at Chairperson is two things.

CHAIRPERSON: H'm?

ADV VAS SONI SC: What – he says ...[intervenes]

CHAIRPERSON: What is written in the letter.

ADV VAS SONI SC: [Indistinct]

20 [Parties intervening each other – unclear]

CHAIRPERSON: Yes.

ADV VAS SONI SC: R 400 000,00.

CHAIRPERSON: Yes.

ADV VAS SONI SC: On the 24th of July.

CHAIRPERSON: Yes.

ADV VAS SONI SC: And then on the 24th of July, there is a withdrawal of R 400 000,00.

CHAIRPERSON: H'm. Okay. No, I think – I think, Mr Montana, what Mr Soni is saying is. What - the items we are looking at 190, that he points out, we must read – we must understand them in the context of the letter.

MR MONTANA: The letter. No, no Chair I accept that fully.

CHAIRPERSON: Yes, yes.

10 **MR MONTANA:** I accept that fully, Chair.

CHAIRPERSON: Ja.

MR MONTANA: I think the only problem ...[intervenes]

CHAIRPERSON: Ja.

MR MONTANA: ...that I have and I think the numbers are very clear there.

CHAIRPERSON: Ja.

MR MONTANA: I do not have a problem with...

CHAIRPERSON: Ja.

MR MONTANA: He was explaining to his partners.

20 **CHAIRPERSON:** Yes.

MR MONTANA: Now, Riaan and I had a much broader relationship. We are dealing with other things and you will see in my annexure that I attached where we ended up a relationship. He said to me: You are owing me R 1.3 million. The balance between the two of us is

R 1.3 million. And when I calculate the R 1.3 million, he got it from the payments that we are – which is outside of the thing.

So I think that unless if he is here or depose of an affidavit to say: I paid that amount. I paid that. Because then if – and that is why I am saying the annexure, he says to me when we ended the relationship, he says the payment that I paid you to in excess of R 1.3 million. So you must pay it back to me. Of course,
10 at the end, we realised that no I have also put money and it did not... So I am not question in the payments that ...[intervenes]

CHAIRPERSON: Ja, ja.

MR MONTANA: And in some instances they are recorded as Montana.

CHAIRPERSON: Ja.

MR MONTANA: But in the – say for example, I would say pay someone for this work.

CHAIRPERSON: H'm, h'm.

20 **MR MONTANA:** Or I remember when he bought the Parkwood property, there were certain things that were not done and I said: No, you can draw them from the R 6.8 million because then you pay from there. You will record that as Montana's fee but I did not mean – unfortunately, my accounts have been shut down, Chair

and I do not know if we can get the records because they will tell you and it probably means(?) that the bulk of those amount really did not even...

So we may have had the discussion and say put that money there, okay? But we do not know. So it – this – he may also have – there is another possibility or explanation.

CHAIRPERSON: H'm?

MR MONTANA: Would have been that after his partners
10 has questioned him, he then went to the statements and then put everything under the Parkwood property and explained it as such. So that is a possibility. But again, I cannot speak on his behalf. The issue is that we had the relationship with Riaan van der Walt. We were involved in many developments or transactions and so I think I will not question the – whether the numbers ...[intervenes]

CHAIRPERSON: Yes.

MR MONTANA: It is not in my – so I do not know.

CHAIRPERSON: So the number you do not question but
20 the relationship between each payment and for example the Parkwood property that that you have no problem with that?

MR MONTANA: No, no Chair, the Parkwood property ...[intervenes]

CHAIRPERSON: Ja.

MR MONTANA: ...he paid me R 6.8 million.

CHAIRPERSON: Yes.

MR MONTANA: But that money, as I have said, it did not come to me ...[intervenes]

CHAIRPERSON: Ja, ja.

MR MONTANA: ...in that way.

CHAIRPERSON: Ja.

MR MONTANA: So what happened is that, I said: No, we have to settle the bank first.

10 **CHAIRPERSON:** Ja.

MR MONTANA: So the bank was paid two plus. And now that is why I am saying I assume ...[intervenes]

CHAIRPERSON: R 2.25 million.

MR MONTANA: ...two five(?) zero.

CHAIRPERSON: Ja.

MR MONTANA: You know, Chair, in fact – no, no. In fact, I think the two point two five zero may be linked to the Waterkloof property after the sale.

CHAIRPERSON: H'm?

20 **MR MONTANA:** So that is why I do not see the two million where he was settling the bank.

CHAIRPERSON: Okay.

MR MONTANA: So I think and I am not sure how many accounts he was using and all of those things but I assume that the two point two five – if you look at the price of the

property in Waterkloof, the amounts correlate.

CHAIRPERSON: Okay.

MR MONTANA: You remember I said earlier on paid that property after – from the proceeds of the sale. And there are emails, Chair, by the way, that Riaan and I have been exchanging.

CHAIRPERSON: Ja.

MR MONTANA: And these emails were available. I am surprised that they are not included because they have
10 given a proper context of each payment and what happened to the proceeds of R 6.8 million. So it did not come to me. He paid various entities and ...[intervenes]

CHAIRPERSON: Yes.

MR MONTANA: ...processes.

CHAIRPERSON: But you have got those emails or you do not have it anymore?

MR MONTANA: No, no I do not have, Chair.

CHAIRPERSON: Oh.

MR MONTANA: You remember those emails, I wrote them
20 when I was still at PRASA.

CHAIRPERSON: Oh, okay.

MR MONTANA: But the investigators, Chair, they have got those emails. And you know what happened?

CHAIRPERSON: H'm?

MR MONTANA: Then they went on cherry(?) picking(?).

CHAIRPERSON: H'm?

MR MONTANA: So all my – all my emails at PRASA were downloaded and what has happened, Chair, is that they were downloaded by Werksmans. From Werksmans, of course, later on they moved to the Commission through Mr Oellermann's report. But you can see, Chair, my emails in their entirety are not even provided – indicate here. And that is why when I look at my emails with Riaan, I wrote them while I was still working for PRASA.

10 And I say the relationship was not a secret, because when I was being investigated they downloaded the emails but what cleverly has been done here is to select what portray a particular narrative and leave others that do not. But I think, I agree with Mr Soni's method where he says there is an – there was testimony, a partner came and he said here is a letter. That also I cannot Chair that if I had a relationship with Precise, okay?

 I understand when the partners ask him about the activities of the firm, of the law firm but if Precise
20 which they we did not have control over. We did not even know about it. So maybe he was trying to give them assurance, I do not know, but I think some of them do not correlate to me Chair. But if we ask ABSA, Chair. I was banking with ABSA.

CHAIRPERSON: Ja.

MR MONTANA: Surely, ABSA ...[intervenes]

CHAIRPERSON: Ja.

MR MONTANA: I was told – I read the statement in the Sunday Times, by the way. Mr Soni, where the Commission said they are going to subpoena my bank statements.

CHAIRPERSON: H'm?

MR MONTANA: And I think, Chair, we could go back to that ...[intervenes]

10 **CHAIRPERSON:** When was that?

MR MONTANA: It was in the Sunday Times, Chair.

CHAIRPERSON: This weekend?

MR MONTANA: No, no not the – I think ...[intervenes]

CHAIRPERSON: Sometime back?

MR MONTANA: ...it was earlier in the year. And I said I welcome the opportunity for the Commission to subpoena these bank statements and look at that because then we can do a three-way exercise.

CHAIRPERSON: H'm?

20 **MR MONTANA:** What Van der Walt says, what this letter says and what my bank accounts are telling us Chair.

CHAIRPERSON: Ja.

MR MONTANA: And I will give permission to the Commission to ask for those statements from ABSA.

CHAIRPERSON: Ja.

MR MONTANA: They should still have my statement,
Chair.

CHAIRPERSON: Ja.

MR MONTANA: I do not have access to them.

CHAIRPERSON: Yes. Mr Soni.

ADV VAS SONI SC: Chairperson, let me just say. I know
nothing about – there are two things ...[intervenes]

CHAIRPERSON: Ja.

ADV VAS SONI SC: ...and I think I need to set the record
10 straight. Mr Montana says the investigators. I think he
must make a distinction the Commission's investigators
and the investigators who conducted the investigation at
PRASA.

CHAIRPERSON: H'm, h'm.

ADV VAS SONI SC: This is in fairness to the Commission.
That is the first thing, I think, when he is talking about
investigations and investigators.

CHAIRPERSON: H'm.

ADV VAS SONI SC: But the second thing is, Chairperson.
20 We did not get anything from Werksmans. We got - all the
information contained in here, tells you what the source is.
The source is the Siyangena affidavit and – well, PRASA's
affidavit ...[intervenes]

CHAIRPERSON: PRASA.

ADV VAS SONI SC: ...in the Siyangena matter and

Siyangena's response.

CHAIRPERSON: H'm.

ADV VAS SONI SC: We did not get anything from Werksmans. So to the extent that Mr Montana thinks we may have left out things, give him the assurance that everything that was given to us of relevance was included but we did not have any dealings with Werksmans and we could not, for one reasons, Chairperson. Complaints had been made against Werksmans.

10 **CHAIRPERSON:** H'm, h'm. Ja, okay.

MR MONTANA: Chair, no, I do not want to dispute what Mr Soni is saying. I do not have a problem with it. I am glad that you are saying there is that relationship and there is – note that there is a distinction.

CHAIRPERSON: H'm?

MR MONTANA: But Chair, let me tell you. When these documents – when the Commission asked ...[intervenes]

ADV VAS SONI SC: Chairperson, sorry.

CHAIRPERSON: Sorry.

20 **ADV VAS SONI SC:** There seems to be a technical problem and I have been asked if we can have five minutes for them to attend to it.

CHAIRPERSON: Okay.

ADV VAS SONI SC: Mr Montana is not me.

MR MONTANA: Sure.

ADV VAS SONI SC: I just want everything to be recorded.

CHAIRPERSON: Ja, ja. Okay. Let us take a five minutes adjournment and two, so that they can deal with the technical problem.

ADV VAS SONI SC: As you please.

CHAIRPERSON: We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Okay I hope they have fixed the
10 problem.

ADV VAS SONI SC: They have, Chair.

MR MONTANA: Okay alright. Let us continue.

ADV VAS SONI SC: As you please, Chair. Sorry,
Mr Montana. You were saying something?

MR MONTANA: Yes, Chair, I was saying that Mr Soni
made the distinction between the Commission and the
investigators. I accept that. The issue that I have
consistently raised was the fact that when the Commission
requested information on the documents, on the case of
20 Siyangena, I filed an affidavit and that affidavit was
ignored. That is the first issue. Okay? The second issue
is that ...[intervenues]

CHAIRPERSON: Sorry. Is that affidavit the one that is
being fixed in terms of the annexures or there is another
one?

MR MONTANA: No, no I am saying in regard to Siyangena. It is not in relation to this.

CHAIRPERSON: Oh, at the high court?

MR MONTANA: At the high court.

CHAIRPERSON: Ja.

MR MONTANA: You remember Mr Soni was saying the source of the information from the Commission is ...[intervenes]

CHAIRPERSON: Oh, yes. No, now I understand.

10 **MR MONTANA:** Yes.

CHAIRPERSON: So you are saying there is an affidavit that you had filed – you had also filed in the high court?

MR MONTANA: I have also filed an affidavit ...[intervenes]

CHAIRPERSON: Okay.

MR MONTANA: ...to get all the details that I am today presenting to the Commission.

CHAIRPERSON: Ja.

20 **MR MONTANA:** But also, there is information where – I think the affidavit of Siyangena, if I recall well, it even denied this very issue and say: No, no but not as Siyangena. We were not even related to this issue that is there.

CHAIRPERSON: H'm.

MR MONTANA: Now Chair, if I accept that, Mr Soni, but if

I do accept that, there is no reason Chair why Mr Oellermann - the very people who are accused in this thing they are actually not even interviewed. He says he has seen the properties from outside, took picture during his testimony here but the first person that it is alleged the properties were bought from Mr Montana. Surely, Chair, there is just no reason. So I do not want to fight over it.

CHAIRPERSON: Ja.

MR MONTANA: But I want to place it on record.

10 **CHAIRPERSON:** Ja.

MR MONTANA: That is one of the reasons Chair why I will not accept Mr Oellermann's thing. Now we are dealing with the statements and we are dealing with the other annexures and some of them I have got problems but I think in the course of the issue.

CHAIRPERSON: Yes.

MR MONTANA: Yes, I am not putting them as one.

CHAIRPERSON: Ja.

20 **MR MONTANA:** But if someone does not interview me and take allegations from the very same people, as I see it, and put them as part of the report(?) of the Commission, that is not acceptable Chair and so that is the issue that ...[intervenes]

CHAIRPERSON: That is an issue for you.

MR MONTANA: ...but I accept the ...[intervenes]

CHAIRPERSON: Ja.

MR MONTANA: ...do not treat us one as – like Werksmans ...[intervenes]

CHAIRPERSON: Ja.

MR MONTANA: ...and other things. I respect that, Chair.

CHAIRPERSON: No, no it is fine. The one thing, though, that I want to mention is that you said that Werksmans, I think you said, has got all your emails including emails that you would have exchanged with Mr Van der Walt.

10 **MR MONTANA:** Indeed, Chair.

CHAIRPERSON: And you say some of those would show or support what you say about these properties, your dealings with him.

MR MONTANA: Chair, my dealings with Mr Van der Walt ...[intervenes]

CHAIRPERSON: Ja?

MR MONTANA: ...is a very open thing. The issue before the Commission is a different matter, Chair.

CHAIRPERSON: Ja.

20 **MR MONTANA:** Is because I have never – in my statement of 8 February 2016, I was responding to Mr Popo Molefe's – it is the second annexure in the document that we have dealt with. I dealt with that Chair.

CHAIRPERSON: ja.

MR MONTANA: And we spoke about the nature of the

relationship.

CHAIRPERSON: Ja.

MR MONTANA: The issue before this Commission is the fact that this report, what it does, it tries to say – and that is why I say we are guilty by association. Montana worked with Van der Walt – with Van der Walt. Van der Walt is paid by Siyangena. That is the issue here, Chair.

CHAIRPERSON: Ja.

MR MONTANA: And I am saying – and they say, 10 therefore, as a result of that because Van der Walt has got a relationship with this. He has paid for Montana's properties.

CHAIRPERSON: Ja.

MR MONTANA: That is why I then reading my statement early the – to say no, no, no.

CHAIRPERSON: Ja.

MR MONTANA: I have a relationship with this man. I have sold properties, I am in partnership with him, and let us look at all of them. So one of the first transactions we 20 did was when he bought the property from me.

CHAIRPERSON: Ja.

MR MONTANA: But ...[intervenes]

CHAIRPERSON: No, no let that is fine because you have made your point.

MR MONTANA: Okay. Thank you, Chair.

CHAIRPERSON: I think that, Mr Soni, to the extent that Mr Montana is saying there are emails at Werksmans or there should be emails at Werksmans that will show that his relationship with Mr Van der Walt was an open one. I think, one way or another, it would be good if those can be obtained. Now... So I think maybe you can apply your mind to that because I do think that one of the issues that arises is whether it was known at PRASA. That kind of thing. What are your thoughts on that?

10 **ADV VAS SONI SC:** Chairperson, we can ask. I – perhaps I should clear something up with ...[intervenes]

CHAIRPERSON: Yes, ja.

ADV VAS SONI SC: Mr Montana, can I ask you? When your relationship with Mr Van der Walt start?

MR MONTANA: Shu, Chair. I suspect it was in 2012 and if I remember well, it was at the – I was in... It was a big event. I think it was at the Portuguese Club in Pretoria. That I think should have been 2012, Chair. Ja.

20 **ADV VAS SONI SC:** Mr Montana, it has been raised and I now need to raise it with you directly. I said to you among the documents that we relied on were documents filed in the Siyangena application. Now in the – in Siyangena's answering affidavit to the matters raised by mister – by PRASA.

MR MONTANA: PRASA.

ADV VAS SONI SC: One of the issues they raised was your property – your relationship with Mr Van der Walt. Is that correct?

MR MONTANA: That is correct.

ADV VAS SONI SC: Now in response to that, the person who filed the affidavit for Siyangena is their CFO, Mr Dubek. Do you know him?

MR MONTANA: The CFO of ...[intervenes]

ADV VAS SONI SC: Of ...[intervenes]

10 **MR MONTANA:** Ja, Thomas Dubek, ja.

ADV VAS SONI SC: Yes.

MR MONTANA: That is correct, ja.

ADV VAS SONI SC: Now he filed an affidavit and I just want to read something to you and tell me whether you agree with it or not because it may just clear everything up on this issue and I am not dealing with the other issues.

MR MONTANA: Ja.

ADV VAS SONI SC: He says at paragraph 176 of the answering affidavit:

20 “During Siyangena’s involvement with the ISAMS Phase 1, Montana and Ferreira... [It is obviously Mario Ferreira] ...had a discussion in regard to Ferreira’s other business interest which inter alia related to investments in immovable property and construction.

In response, Montana noted similarly that he was also involved in such industries.

Montana enquired as to whom Ferreira used to assist him in this regard as he was always on the look out to improve his team and in particular was looking for a good lawyer.

10 Ferreira then referred Montana to Van der Walt, who was at the time the attorney that attended to transfers of the immovable property and possessions within Ferreira's other interest and who, from time to time, recommended and was a partner in some ventures which came across his table on his day to day activities..."

At paragraph 178, Mr Dubek says:

20 "Neither Ferreira, Siyangena or any other entity associated with either of them had knowledge of subsequent dealings between Mr Montana and Mr Van der Walt until November 2015, when during a conversation with Van der Walt, Ferreira became aware of these dealings.

Ferreira's request to Van der Walt was to ensure that any and all dealings with Montana by Van der Walt were completely above board

and completely transparent.

Mr Van der Walt heeding Ferreira's request and after requesting Montana on various occasions to deposit money into his trust account to continue with their proposed joint venture, decided not to include Montana in the dealings and proceeded with the transfer of the subject properties on his own accord without Montana..."

10 Now is that correct?

MR MONTANA: Well, Chair, I do not know the discussion between the other people. So I cannot confirm or reject but I am saying that the relationship I had between myself and Riaan was our relationship. I think he is correct insofar he is saying they do not know about the relationship. And we will see in the many emails that I am talking about that there was a relationship, we are writing – and I am was writing on my system as the PRASA CEO. They are publicly available Chair, and I think it should be
20 drawn to confirm that. So the other conversation I do not know. I do not know what was discussed between Van der Walt and the CFO and mister ...[intervenes]

CHAIRPERSON: Ferreira.

MR MONTANA: ...Ferreira but what I know is that Chair I have entered into a relationship with Riaan van der Walt.

He had his own properties. I had my own properties. We wanted to go into joint ventures on things. And where he was not involved like LLM(?), he was not involved but we asked him to be – what is called the conveyance side, that his law firm becomes the conveyancers in line with the affidavit of Mr André Wagner. So I think Chair, I know Riaan. I am saying it is common cause here.

CHAIRPERSON: Ja.

MR MONTANA: I know him, I have worked with him, I trust him, he trusted him, we were doing property deals together. That we must accept Chair and that I am confirming to this Commission.

CHAIRPERSON: Ja. And you think that started in 2012>

MR MONTANA: I think it did start in 2012, Chair.

CHAIRPERSON: Ja ...[intervenes]

ADV VAS SONI SC: But is it also correct – sorry, Chairperson.

CHAIRPERSON: H'm.

ADV VAS SONI SC: Is it also correct that it was Mr Ferreira who introduced you to Mr Van der Walt? Because that is the allegation that is made by Mr Dubek.

MR MONTANA: Chair, I do not think so. I think that it is possible but I think what – I remember when I met – at the – this big club. At the club they had a big event, Chair, and I think that a lot of people including from PRASA were

invited there. So I think that – I cannot recall specifically who it was but I met him at that event, if I remember well, Chair.

CHAIRPERSON: H'm.

MR MONTANA: It was on a Saturday afternoon. It was a big event, Chair.

CHAIRPERSON: Ja.

MR MONTANA: And I was introduced to him and then thereafter, me and him hit it off and we went to work on
10 properties.

CHAIRPERSON: H'm, h'm. I wanted to just round off that issue about emails at Werksmans. If the Commission were to obtain them and there are too many, you will be fine with having access to them and looking for those emails that might support what you are saying?

MR MONTANA: Chair, I think the Commission should have everything.

CHAIRPERSON: Ja.

MR MONTANA: The point I am making is that those
20 commissions are available – these emails are available. They were used in specific instances.

CHAIRPERSON: H'm?

MR MONTANA: But I know that they have downloaded all those emails. So used others and kept others. But I think in the interest of what this Commission is all about, its

Terms of Reference, I think that Werksmans and PRASA should find it within their good hearts to hand them to the Commission. And I think you will analyse them, Chair, and say these are the inferences we are drawing from there.

CHAIRPERSON: Ja.

MR MONTANA: And I think they will tell a different story to the noise that we have been hearing in the media, Chair.

CHAIRPERSON: Ja-no, what I am thinking. I mean, I do not know how many there are but you know one could find
10 a mountain of emails. I am thinking that with the time constraint that the Commission has, you might say: Look, I am quite – I will identify them easily. Therefore, I am quite available. If the Commission makes them available to me, I can look at them ...[intervenes]

MR MONTANA: No, I will assist the Commission in its work, Chair.

CHAIRPERSON: [laughs]

MR MONTANA: That is my starting point.

CHAIRPERSON: Okay.

20 **MR MONTANA**: [laughs]

CHAIRPERSON: Alright. Mr Soni, let us continue.

ADV VAS SONI SC: Mr Montana, if I could now roundup that issue. You filed an affidavit in the Siyangena matter which was not used by the court. We have been through that. I see you shake your head. That means yes.

MR MONTANA: Oh, no I... Thank you, Chair. Sorry, Chair. Yes.

ADV VAS SONI SC: Now in that affidavit, do you deal with all these matters, your dealing with Mr Van der Walt, how you came to know Mr Van der Walt, your communications with him, and all your dealings with him including any written agreements you had with him?

MR MONTANA: Chair, everything is there. And I think last week, Chair, you requested that I submit a full
10 affidavit. It is part of the annexures that I have prepared for the Commission. I do, yes.

ADV VAS SONI SC: Alright. So can I make the suggestion then, and I make it through you Chair this. Is to say, let us look at that affidavit. That will tell us the ambit of the further investigation we need to...

CHAIRPERSON: Yes, ja. No, that is true because it will tell...

ADV VAS SONI SC: Yes.

CHAIRPERSON: In all probability what he would be
20 saying here ...[intervenes]

ADV VAS SONI SC: Yes.

CHAIRPERSON: ...is what he - has already been said in the affidavit.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Ja.

MR MONTANA: Well, Chair, I am happy that the Commission will do its own investigation and talk to me so that I do not come here and be confronted with reports that were written that are factually incorrect like I have been doing with the Oellermann's report. So I would be more than happy Chair.

CHAIRPERSON: Yes.

MR MONTANA: Ja.

CHAIRPERSON: But that affidavit, as you speak, you
10 have a copy in your car or here?

MR MONTANA: Yes, Chair. Actually, I prepared three files.

CHAIRPERSON: Ja.

MR MONTANA: They are available, Chair.

CHAIRPERSON: Yes.

MR MONTANA: We can...

CHAIRPERSON: Yes.

MR MONTANA: After the break, I can bring them here,
Chair.

20 **CHAIRPERSON:** Ja.

MR MONTANA: And we can deal with that.

CHAIRPERSON: Yes.

ADV VAS SONI SC: Let us do that, Chairperson, so that
at least we know ...[intervenes]

CHAIRPERSON: Ja.

ADV VAS SONI SC: ...we have got the annexures relating to the properties ...[intervenes]

CHAIRPERSON: Ja.

ADV VAS SONI SC: ...that Mr Montana has referred to.

CHAIRPERSON: Ja.

ADV VAS SONI SC: And we have got that affidavit and then we know that almost everything in relation to properties ...[intervenes]

CHAIRPERSON: Ja.

10 **ADV VAS SONI SC:** ...from Mr Montana's side ...[intervenes]

CHAIRPERSON: Ja.

ADV VAS SONI SC: ...is in our possession.

CHAIRPERSON: Ja.

ADV VAS SONI SC: And whether it is part of the overall affidavit ...[intervenes]

CHAIRPERSON: Yes, ja.

ADV VAS SONI SC: ...it is irrelevant. We just look at ...[intervenes]

20 **CHAIRPERSON:** That particular one, ja.

MR MONTANA: No, that I put separate with the annexures.

CHAIRPERSON: Yes.

MR MONTANA: I think it will be ...[intervenes]

CHAIRPERSON: Okay no, that is fine.

MR MONTANA: ...to present with them during the break,
Chair.

CHAIRPERSON: That is fine. We are at quarter past
three. There is the question of obtaining them. There is
the question of reading them. What is your suggestion,
Mr Soni? We ...[intervenes]

ADV VAS SONI SC: Chairperson, can I make the
suggestion?

CHAIRPERSON: H'm?

10 **ADV VAS SONI SC:** We are partly finished with the – with
Parkwood.

CHAIRPERSON: Ja.

ADV VAS SONI SC: And can we make a decision after
that as to ...[intervenes]

CHAIRPERSON: Ja.

ADV VAS SONI SC: ...when we should, unless you want
to decide ...[intervenes]

CHAIRPERSON: No, no, no. Do you suggest we have the
break now ...[intervenes]

20 **ADV VAS SONI SC:** As it please ...[intervenes]

CHAIRPERSON: ...to obtain that and then we will
resume? How much break are we talking about?

ADV VAS SONI SC: Well, how long will it ...[intervenes]

CHAIRPERSON: Maybe 20-minutes, 15-minutes?

MR MONTANA: No, Chair, my car is parked outside.

CHAIRPERSON: Ja.

MR MONTANA: I can get it quickly.

CHAIRPERSON: Okay we will adjourn and let us say 15-
minutes for now.

ADV VAS SONI SC: As you please.

CHAIRPERSON: And if we – if that is not enough, we will
take it from there.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Okay we adjourn.

10 **INQUIRY ADJOURNS**

INQUIRY RESUMES

CHAIRPERSON: Yes, Mr Soni?

ADV VAS SONI SC: As you please, Chairperson.
Chairperson, in light of your suggestion, Mr Montana has
now brought the annexures to the document that we dealt
with this morning, that SS18B.

CHAIRPERSON: Yes.

ADV VAS SONI SC: There are about 15 or 20 of them.

20 **CHAIRPERSON:** Yes but in the document are there
references to so many? I thought it was a few in the
document. In the document itself, the references to
annexures.

ADV VAS SONI SC: Yes, they are all – but, for example,
what we will first do is one appearing 165, it is a, b, c, d,
e, f, g.

CHAIRPERSON: Or maybe let me ask him. Mr Montana, I thought it was only a few that we referred to in this document.

MR MONTANA: No, no, Chair, indeed, ja, that is why it is a small thing but there others where you may find that in one subject there are three letters. For example, letters from Ms Ursula Willis from ABSA. So those would be put let us say under 162, but you will see that – I will indicate that there are about three documents there. But these are
10 merely letters or documents confirming – showing a bond. So it is not – it is a small purchase, it correlates exactly with the annexures in the document we admitted, Chair.

CHAIRPERSON: As long as when one reads this and wants to find the annexure that we hear one would find there. That is the important thing.

ADV VAS SONI SC: They are marked.

CHAIRPERSON: They are marked.

ADV VAS SONI SC: So that difficulty is out now.

CHAIRPERSON: Okay, okay.

20 **MR MONTANA:** They all correlate, Chair, and I think this is based on the guidance from the team.

CHAIRPERSON: Yes.

MR MONTANA: I met with them, we did them in that way.

CHAIRPERSON: Yes, okay.

MR MONTANA: So each number in that are a copy of

that affidavit, correlates to the annexure.

CHAIRPERSON: Corresponds with that, ja.

MR MONTANA: Corresponds, Chair.

CHAIRPERSON: Ja. Okay. No, that is fine, then maybe we should deal with that formality and get it out of the way.

MR MONTANA: Yes.

CHAIRPERSON: Of having them admitted.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Is that fine, Mr Soni?

10 **ADV VAS SONI SC:** As you please, Chairperson. We will hand this to you and then we will make copies. We do not have copies obviously.

CHAIRPERSON: Oh, okay. Well, I am not doing – you do not have copies at the moment yourselves.

ADV VAS SONI SC: No.

CHAIRPERSON: Okay. But you would need to – you may need to ask him questions about the annexures, is it not?

ADV VAS SONI SC: Yes.

20 **CHAIRPERSON:** But you would only know that once you have ...[intervenes]

ADV VAS SONI SC: Once we have looked at them.

CHAIRPERSON: Ja. Then maybe there is no – we can have them handed up and then you can make copies in due course.

ADV VAS SONI SC: In due course, yes.

CHAIRPERSON: Ja.

ADV VAS SONI SC: Let me say in our part of the record.

CHAIRPERSON: Ja, let us get the formalities out of the way. I am thinking that the proper way to do it because this is not an affidavit.

ADV VAS SONI SC: No.

CHAIRPERSON: Is to admit them one by one.

ADV VAS SONI SC: As you please to, yes.

CHAIRPERSON: Ja, to say reference is made in
10 paragraph so and so to annexure whatever.

ADV VAS SONI SC: Yes.

CHAIRPERSON: And then let him confirm that that is the annexure that is referred to and we admit them one by one like that.

ADV VAS SONI SC: Because the other issue, and we will do that in a moment but I just wanted to get through the formalities. The other issue you will remember is the Siyangena, Mr Montana's affidavit.

CHAIRPERSON: Affidavit, yes, ja.

20 **ADV VAS SONI SC:** It is a big document with many annexures, so it is this file.

CHAIRPERSON: Yes, ja. That would need – ja, it would need some reading.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Ja. Okay, well why do we not get this

out of the way and then talk about what should happen with that, ja.

ADV VAS SONI SC: Absolutely, yes. Chairperson, you will see in SS18B that paragraph 1470 on page 312 at the bottom there is a reference to annexure TLM160.

CHAIRPERSON: Yes, I can see that.

ADV VAS SONI SC: Perhaps I should give this pile to Mr Montana.

CHAIRPERSON: To Mr Montana, yes, yes.

10 **ADV VAS SONI SC:** And we can hand them up one by one, Chair.

CHAIRPERSON: Ja, ja, ja. Oh, because there are no copies.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Mr Montana, the second page of your document, paragraph 1470, TLM160 is supposed to be a copy of an email from Mr Riaan van der Walt intimating the relationship between the two of you. Have you got that email? Okay, is it marked TLM160?

20 **MR MONTANA:** That is correct, Chair.

CHAIRPERSON: Okay, alright, I think that we may have to admit them, Mr Soni, as EXHIBIT SS18B1, B2, B3 3. so it is going to be easier that way. This email from Mr Riaan van der Walt to Mr Lucky Montana, dated 29 October 2015 will be admitted and marked as EXHIBIT SS18B1.

EMAIL FROM RIAAN VAN DER WALT TO LUCKY MONTANA DATED 29 OCTOBER 2015 HANDED IN AS EXHIBIT SS18B1.

ADV VAS SONI SC: As you please.

CHAIRPERSON: It is a document that has got two pages.
Okay and then?

ADV VAS SONI SC: Then, Chairperson, at the bottom of page 314 and paragraph 1480 there is a reference to TLM161.

10 **CHAIRPERSON:** Have you got that, Mr Montana?

MR MONTANA: I have got that, Chair.

CHAIRPERSON: Yes, thank you. Registrar, you might have to wait here and no go to your seat until we are done with this process.

ADV VAS SONI SC: And that will be 18B2.

CHAIRPERSON: Yes. The statement by Mr Montana dated 8 February 2016, which is marked TLM – oh you see there is TLM14 and TLM16 or 161, that will cause some confusion. Maybe I think I should cross out the TLM14 for
20 purposes of this one so that we use TLM161. Mr Montana?

MR MONTANA: I can hear you, I am looking at 1480.

CHAIRPERSON: Yes, 1480 says TLM161.

MR MONTANA: That is correct, Chair.

CHAIRPERSON: I have got in this document that I have been give, I have got TLM161, that is written in the middle

of the page, first page.

MR MONTANA: That is correct, Chair.

CHAIRPERSON: But at the corner of the same page, top corner, it is written with a marker TLM14 and S16. I am saying the two may cause confusion so I propose to cross out the one in the corner.

MR MONTANA: Ja, that is correct, Chair.

CHAIRPERSON: Ja, so that there is no confusion but otherwise, therefore, this statement of 8 February 2016 by
10 Mr Montana on allegations of corruption levelled against him by PRASA Mr Popo Molefe will be admitted and marked as EXHIBIT SS18B2. This statement has got – I think the pages are not paginated but I think I will cross out these numbers written with a marker so that they do not cause confusion on all the pages, ja.

MR MONTANA: I pulled them from another affidavit, Chair, that is why I have that problem.

CHAIRPERSON: Yes, no, I understand, I understand. I just want to make sure. Okay, that is the second
20 document.

STATEMENT BY LUCKY MONTANA DATED 8 FEBRUARY ON ALLEGATIONS OF CORRUPTION BY MR POPO MOLEFE HANDED IN AS EXHIBIT SS18B2

ADV VAS SONI SC: There is a reference TLM162. Mr Montana, you are handing that up now, 162.

MR MONTANA: 162.

CHAIRPERSON: Yes, that it will be necessary just to say that so that it goes into the transcript. Mr Montana, so that it goes into the transcript that you are now handing it up, so I am saying that will be important.

MR MONTANA: Thank you, Chair.

CHAIRPERSON: Ja, okay now?

ADV VAS SONI SC: That will be SS18B3, Chairperson.

CHAIRPERSON: The letter dated 31 August 2009
10 addressed to Mr T L Montana. I am looking for the end of the letter, Mr Montana. The last page here cannot be the last page because it ends “and”.

MR MONTANA: That is 162, Chair.

CHAIRPERSON: That is TLM162, is that how it is supposed to be?

MR MONTANA: It should be, Chair, I think the big issue there is the – that is the ABSA Private one, Chair, 162, is it not?

CHAIRPERSON: 162.

20 **MR MONTANA:** Ja, it should be a full document, Chair.

CHAIRPERSON: You see, at the beginning it is like a letter, it is addressed to you and it says “Dear Mr Montana” but it looks like quite a long letter but it is just that the pages are not numbered at the bottom but it is not completed, ends with 12.2.3 at the bottom, that is a

paragraph and with the number that appears at the top corner is 509 but I do not know where it comes from, who is the author.

MR MONTANA: No, this comes from the bank, Chair, that is a letter summarising the ...[intervenes]

CHAIRPERSON: The terms.

MR MONTANA: If you look in the paragraph, ja, that is a letter from the bank.

CHAIRPERSON: Yes.

10 **MR MONTANA**: And that is what I have, Chair, so I am not sure if...

CHAIRPERSON: Ja. Well, I do not know it may be that whatever we do not have is not material, we do not know. But I wanted to make sure that...

MR MONTANA: That is correct, Chair.

CHAIRPERSON: Ja, that you understand that the pages...

MR MONTANA: The first four, five pages summarises the facility from the bank, Chair.

CHAIRPERSON: Yes.

20 **MR MONTANA**: And I think that is what is material for the Commission.

CHAIRPERSON: Okay, alright. So that letter will be admitted as EXHIBIT SS18B3. Ja, I have got that.

ADV VAS SONI SC: And for the record, Mr Montana, you confirm that the letter on the record is incomplete, it is just

for ...[intervenes]

MR MONTANA: No, no, I confirm that, Chair.

CHAIRPERSON: Yes, ja, okay. Maybe I can just mention that it is how many pages – it is 7 pages. Okay, let us continue.

LETTER FROM ABSA PRIVATE BANK DATED 31 AUGUST 2009 (7 PAGES) ADDRESSED TO MR. T L MONTANA HANDED IN AS EXHIBIT SS18B3

ADV VAS SONI SC: And then on the very next paragraph
10 on the same page, paragraph 1483, there is a reference to TLM163.

CHAIRPERSON: Yes.

ADV VAS SONI SC: This is an email.

CHAIRPERSON: Yes.

ADV VAS SONI SC: Will you hand that in?

CHAIRPERSON: Have you got that, Mr Montana?

ADV VAS SONI SC: That is an email calculating the payments to the bank, Chair.

CHAIRPERSON: Okay, alright. This is email from...

20 **MR MONTANA**: Ursula Willis.

CHAIRPERSON: Ursula Willis addressed to Mr Montana dated 13 August 2009 at 4.55 p.m. and it will be admitted as EXHIBIT....

ADV VAS SONI SC: SS18B4, Chair.

CHAIRPERSON: SS184B.

**EMAIL FROM URSULA WILLIS TO MR. MONTANA
CALCULATING THE PAYMENTS TO THE BANK HANDED
IN AS EXHIBIT SS18B4**

ADV VAS SONI SC: As you please.

CHAIRPERSON: Okay. The next?

ADV VAS SONI SC: The next one, Chairperson, on the next page at paragraph 1486 and that is annexure TLM4, is a letter from ABSA and you are handing that up as TLM164, Mr Montana and Chairperson that should be admitted as
10 SS18B5.

CHAIRPERSON: This is a letter from ABSA addressed to Mr Montana and is dated 19 December 2013, it will be admitted as EXHIBIT SS18B5.

**LETTER FROM ABSA BANK DATED 19 DECEMBER
ADDRESSED TO MR. MONTANA HANDED IN AS EXHIBIT
SS18B5.**

CHAIRPERSON: Okay, ja.

ADV VAS SONI SC: Are those the – all the annexures now?

20 **MR MONTANA:** No, no, Chair, I think we are continuing, page – to continue the proper page, we are going to page 321 of the affidavit in that document, Chair, I think we are actually the next page.

ADV VAS SONI SC: Oh, sorry, sorry, sorry.

MR MONTANA: Ja, page 322, Chair.

ADV VAS SONI SC: Yes.

MR MONTANA: Paragraph 1518.

ADV VAS SONI SC: Yes, sorry.

CHAIRPERSON: Ja, okay.

ADV VAS SONI SC: There, Mr Montana, you are handing up a joint venture agreement between Midtownbrace and I take it to yourself as TLM165 (a) to (h)

MR MONTANA: That is correct, Chair. I am just removing the divider, Chair.

10 **CHAIRPERSON:** H'm?

MR MONTANA: I am just removing the dividers quickly.

CHAIRPERSON: Oh, okay, that is fine.

ADV VAS SONI SC: So you are handing that up as TLM165 (a) to (h), Mr Montana? That is correct, is it not?

MR MONTANA: That is correct, yes. Sorry, Mr Soni, that is correct.

ADV VAS SONI SC: Chairperson, if this page can be admitted as SS18B6.

20 **CHAIRPERSON:** Okay, it is an agreement and I see there are letters but they are all – it is (a) to (h) in terms of ...[intervenes]

MR MONTANA: (a) to (h), Chair, they are all under that agreement with Midtownbrace for the Hurlingham property, Chair.

CHAIRPERSON: Yes, okay. So EXHIBIT SS18B6 will be

the agreement together with the documents attached to it, is that right?

MR MONTANA: That is correct, Chair, yes.

CHAIRPERSON: Okay. The memorandum of agreement between Midtownbrace (Pty) Ltd and Tshepo Lucky Montana will together with the documents attached to it be admitted as EXHIBIT SS18B6.

CHAIRPERSON: Okay, does that conclude this part?

ADV VAS SONI SC: That concludes the ...[intervenes]

10 **MR MONTANA:** On the properties, yes.

CHAIRPERSON: Ja, on the properties. Ja, okay. No, that is fine. I wonder, Mr Soni, whether in terms of the agreement, I see that in the document he has got (a) to (h), I wonder whether we should say 6.1, 6.2 for each document so that – so the memorandum of agreement, I am revising what I said earlier on will be EXHIBIT SS18B6.1.

MEMORANDUM OF AGREEMENT BETWEEN MIDTOWNBRACE (PTY) LTD AND TSHEPO LUCKY MONTANA TOGETHER WITH ATTACHED DOCUMENTS

20 **HANDED IN AS EXHIBIT SS18B6.1**

ADV VAS SONI SC: Yes.

CHAIRPERSON: And then the letter and annexures that come after the agreement will be EXHIBIT SS18B6.2.

LETTER AND ANNEXURES FOLLOWING THE MEMORANDUM OF AGREEMENT HANDED IN AS EXHIBIT

SS18.B6.2.

ADV VAS SONI SC: As you please.

CHAIRPERSON: Ja and then the document that comes after that will be EXHIBIT SS18B6.3.

DOCUMENT WHICH FOLLOWS HANDED IN AS EXHIBIT SS18B6.3

CHAIRPERSON: And then the letter addressed to Saint Attorneys by Loubser Van der Walt Incorporated will be – which is dated 20(?) April 2018 will be marked as EXHIBIT
10 SS18B6.4, is that right?

LETTER ADDRESSED TO SAINT ATTORNEYS BY LOUBSER VAN DER WALT INCORPORATED DATED APRIL 2018 HANDED IN AS EXHIBIT SS18B6.4

CHAIRPERSON: And then the memorandum of agreement, the joint venture Erf 70 Hurlingham Township, Johannesburg, will be marked as EXHIBIT SS18.B6.5.

MEMORANDUM OF AGREEMENT OF THE JOINT VENTURE FOR ERF 70 HURLINGHAM TOWNSHIP, JOHANNESBURG HANDED IN AS EXHIBIT SS18B6.5

20 **CHAIRPERSON:** And then the letter from Saint Attorneys dated 9 March 2018 addressed to Loubser Van de Walt Inc will be marked as EXHIBIT SS18B6.6.

LETTER FROM SAINT ATTORNEYS DATED 9 MARCH 2018 ADDRESSED TO LOUBSER VAN DER WALT INC HANDED IN AS EXHIBIT SS18B6.6

CHAIRPERSON: And then the combined summons in the case between Midtownbrace (Pty) Ltd v Tshepo Lucky Montana case 34349/19 will be marked as EXHIBIT SS18B6.7.

COMBINED SUMMONS IN CASE 34349/2019
MIDTOWNBRACE (PTY) LTD V LUCKY MONTANA
HANDED IN AS EXHIBIT SS18B6.7

CHAIRPERSON: Okay, that is done. As well as the properties, we have got all of that, so you will make copies
10 for yourselves and so on.

ADV VAS SONI SC: Yes.

CHAIRPERSON: Okay, now we need to talk about the affidavit.

ADV VAS SONI SC: Yes, [indistinct – dropping voice]

CHAIRPERSON: Yes. Did you recall how long the affidavit on its on is, Mr Montana, more or less?

MR MONTANA: I will check it now, Chair. Sorry, Chair, I cannot recall, it was a long affidavit.

CHAIRPERSON: Ja, okay.

20 **ADV VAS SONI SC:** The affidavit is around 49 pages.

CHAIRPERSON: Does that sound right more or less, Mr Montana? You cannot remember?

MR MONTANA: No, Chair, I think – I thought that the entire file was the affidavit.

CHAIRPERSON: Excluding annexures for now.

MR MONTANA: Annexures, okay. That should be correct, Chair.

CHAIRPERSON: That should be correct, ja. Okay, I guess you cannot deal with that without having read it first. Ja. So should we not do this, that to the extent that there may be – I know that properties was your last topic, is that right?

ADV VAS SONI SC: Yes.

CHAIRPERSON: Ja. It seems to me that on properties
10 you may have to read that first before you can proceed in any effective way. If that is correct it may be that one, you cannot deal with that today.

ADV VAS SONI SC: [indistinct – dropping voice]

CHAIRPERSON: Ja. But, two, it may be that we can do one of two things. Mr Montana, during the days that you have been questioned, I got the impression sometimes that some of your answers might not have been full because you intended to – or you were hoping to refer to your affidavit, I am not sure. What I am looking at is, we are
20 tight for time in terms of finishing and I was thinking that to the extent that there may be some issues that you have been asked about where you felt your answers might not have been full you wanted to do that, maybe we could use this opportunity for you to do that because – so that what would remain is simply the issue of properties.

And on the issue of properties, if it is possible to be ready tomorrow, we could proceed tomorrow. We fortunately can have time tomorrow. In my schedule of the hearings I remember there was an issue of Ms Ngoye coming back and maybe Mr Holele. So the idea was that if you were to finish your evidence today, depending what time you finished, then Ms Ngoye and Mr Holele could take the witness stand and deal with some of the issues you have raised, if they didn't deal with them today they could
10 deal with them tomorrow, I think they are available from what I have been told, but so – but if you are able to deal with whatever you think you haven't been heard fully because you – for whatever reason, you could deal with those and we finish that part.

If you cannot do that now and Ms Ngoye or Mr Holele or one of them is available we could slot them in this afternoon and then tomorrow you could then deal with whatever is left plus the properties.

So I don't know from your side Mr Soni have you
20 got an particular preference?

ADV VAS SONI SC: Chairperson as I understand it, and it may have been a miscalculation on our part, we indicated to Ms Ngoye and Mr Holele based on what had happened just before lunch, that we would be busy with Mr Montana for the rest of today and in a sense we have released them

...[intervenes]

CHAIRPERSON: Ja, okay, no.

ADV VAS SONI SC: From their commitment today.

CHAIRPERSON: Okay no that is fine, well then if Mr Montana has some issues that he has been asked about or since he started appearing where he would like to supplement his answers he can do so, we can use this time for him to do so, but then tomorrow we continue.

ADV VAS SONI SC: Yes.

10 **CHAIRPERSON:** Then with the properties after you have had a chance to read and depending what time we are finished then Mr – Ms Ngoye and Mr Holele could also come.

ADV VAS SONI SC: Chairperson may I ask, and I am asking this in - during the part-hearing, from Mr Montana's evidence today what he read out this morning it does not appear when one looks at the map – the documents I want to show him, for example when one looks at the payments that Mr van der Walt refers to, there doesn't seem to be
20 much dispute about that.

If I could just – and I am saying this for Mr Montana's benefit, but also for your guidance, and asking for your guidance, if Mr Montana can look at the ...[intervenes]

CHAIRPERSON: The Transactions, the ...[intervenes]

ADV VAS SONI SC: The, the, well all the ...[intervenes]

CHAIRPERSON: The actions.

ADV VAS SONIC SC: But all the annexures to Mr Oellermann's affidavit, he needn't – his report needn't concern himself with the report.

CHAIRPERSON: Yes, ja.

ADV VAS SONI SC: For example if I could just say with regard to the Waterkloof Property, Ms Sally de Beer has an affidavit which is annexed, if he can just tell us which parts
10 of the affidavit he disagrees with, so it will expedite the hearing itself.

CHAIRPERSON: Ja, then we can focus on those issues that are issues.

ADV VAS SONI: So I don't have to put each of the matters to him.

CHAIRPERSON: H'm.

ADV VAS SONI SC: And for example there were an extent in regard to the Sandhurst property, there was an exchange of emails between him and the ...[indistinct] which is
20 referred to, and there are agreements in regard to those properties which concerned Mr Montana or his trust but which then fell by the wayside and were effectively taken over by Precise Trade.

All that we want from Mr Montana is yes this happened, Precise Trade took over because of these

reasons, that is if he agrees with what is contained in the annexure.

CHAIRPERSON: Ja.

ADV VAS SONI SC: It would certainly save time and we can move on.

CHAIRPERSON: Okay, so there are two ways of doing it Mr Montana, the one that Mr Soni is proposing is that if you already have had time to apply your mind to all of those you might be able to say I don't have any issues with
10 this one, that one and that one, this is where I have issues on so then we can focus on that, that is if you have not had time to apply your mind to them, the other – we could have a situation where maybe when you come back tomorrow you have applied your mind and you are able to say these are not – there are no issues on these ones, this is where the issues are, as far as I am concerned.

What do you think of that?

MR MONTANA: Chair I will take the – again Chair I repeat I am here to assist the Commission to gather
20 information.

CHAIRPERSON: Yes.

MR MONTANA: And also to put my version on record, so I think I will be willing to take the route that Mr Soni had proposed and comment on both, because I have looked at them and ...[intervenes]

CHAIRPERSON: Okay, okay.

MR MONTANA: I have looked at them Chair.

CHAIRPERSON: Oh so you would be able to comment
...[intervenes]

MR MONTANA: No, I do ...[intervenes – speaking over
one another]

CHAIRPERSON: Oh, I see, excellent, excellent, then in
that event we should at least do that part.

MR MONTANA: Yes.

10 **CHAIRPERSON:** And then what will remain can then be
dealt with tomorrow, but that part can be done.

MR MONTANA: Yes.

CHAIRPERSON: Okay, let's do that then, that's fine. Mr
Montana do you want to ...[intervenes]

MR MONTANA: Should I proceed Chair?

CHAIRPERSON: Ja.

MR MONTANA: Thank you Chair, the – let me start first
with how most of these affidavits of course have come
about and all of this Chair, you recall that some of them
20 are in a way filed in the Siyangena matter. Let me just put
on record Chair because I did approach some of the people
and asked them on what basis did you file this affidavit,
while I understand at the Commission, but I am referring
before they reach here Chair; people were told and they
were threatened Chair, I asked Mr Louis Green can you tell

me about your affidavit, because I want to take you to Court and he said no but you signed copies of the interactions, of emails that were there, that is why I am referring to them Chair, that they should also be here but they were used there and people were told by Mr O'Sullivan at that time Chair that it is part of Hawkes and if they do not file these affidavits against me they will be arrested Chair.

And so people were threatened. Now, and that is why Chair I am emphasizing that the Commission can work on the basis of something that had been obtained legally but I am not afraid to get into the issues Chair, and let me deal with the three affidavits, because in essence ...[intervenes]

CHAIRPERSON: Ja.

MR MONTANA: ...in essence Chair what I am saying to the Commission a big issue I am saying that I confirmed that I have had a relationship – I have had a relationship with Mr Riaan van der Walt, I think that the first annexure that you have taken, in fact he talks about the partnership between myself and Riaan van der Walt, that is the first issue I am making there.

The second issue Chair that – so you can see in the press statement that I made in 2016, I made a press statement to say no I am working with this man, there is no

issue there, and I don't want them to do that. The second issue Chair that I have always said, I have always rejected of course the relationship, I think that they said there must be an inference, can we draw a link, okay. I said there is no link, other people say there is a link and Chair I have seen not the Commission but some of the numbers were sent to me at the time when Mr O'Sullivan raised, put the – or rather lay a complaint at the Brooklyn Police Station.

Now the numbers they deal with the numbers there,
10 but I must check this thing because it doesn't deal with me, it deals with the relationship like Robert Neethling has done between their relationship on the different properties, and I said give me the numbers precise and Lucky Montana had a relationship with Precise Trading, and this relationship speaks to the development of properties, it has got nothing to do with anything.

Chair I don't want to take issues with the – with Ms de Beer, but I think she didn't answer – she didn't answer the Commission Chair. The reason why we had the ups
20 and downs about how do you buy the properties, because I am the first one, we had agreed after – remember Chair we don't make an offer for the property. We realise that the property has got business rights, in fact I think that the agent who spoke to me, told me at length about some of the bookings for example, I think he mentioned one of them

but sometimes we will ...[indistinct] this, because Ms de Beer was not living in the house, it was used as a guesthouse, so this was a guesthouse, it had business rights located and in Waterkloof Chair with embassies, you have business all the way. That is our interest in that business.

Now the first time Chair I dealt with this property was the fact that – was the fact that in Rose Street, she wanted R11million. I made an offer of R11million Chair, or
10 R11.5, there was no issue at that time, not to her, to her agent, I didn't know her, she didn't know me Chair. Some of the things that she spoke about here that the Commission was leading her on I mean they are so petty, they don't speak to the real issue.

Why didn't I buy the property Chair, just one reason, the bank came back to me and said in the evaluation of that property the property is valued at R7million, remember I wanted it for business, okay, and I said I will use my – there is a what is it called, minor
20 property trust, I said no it is fine, my participation in that project will be through my kids, my children's trust. I see Chair that in some of these they say I paid R3million, I never paid any cent into the property, the bank rejected and she doesn't tell it, but she said the property is very important, the development and the opportunities that is

there huge, at the end then we said look Riaan can buy the property Chair and we will get that thing so it is not my property.

She spoke here about I saw Montana in the last days that he come and fetch the keys, Chair all of those things happened, there is no issue there, the issue is that she says, she says and Mr Oellermann in his affidavit in his testimony she says I got the impression – an impression Chair, sometimes ...[indistinct] Chair and you
10 get your own impression, she get that impression that it is Montana's property and she has got the right to say that, but she doesn't know the factual basis there, there is no factual basis but I have seen Mr Montana, she wasn't there by the way when I went with Mr Riaan van der Walt to her own property, because I have been there twice or thrice before even – just to look at, to get the details about the property and what opportunities, which embassies book in there and all of those things Chair, okay.

So it was business, I was doing business Chair.
20 But when the bank said to me we cannot finance it Ms de Beer was angry okay, and that is why Riaan and I had to discuss even if – even if the bank doesn't want, so for me of course I am using a facility, for her she is involved in other things, she says no it is find, I will take the property and I will raise the money for this particular property, so

...[indistinct] Chair one of the key things that I think were never explored Mr Soni in great length is the partner to Mr van der Walt, his testimony.

You see it is very important that we know what is it that we want to take from an affidavit, what message is coming out of there. What – he was saying two things from what I can gather, and I listened to his testimony and I have read his affidavit. Two things are very clear Chair, the first one is clear that they were unhappy with the fact
10 that Mr van der Walt had – and he said it actually very clearly – he had other business interests outside of the firm which didn't agree with them as partners, and they only learnt for example when he was transferring some of the properties to then use the law firm, even though the relationship was not – so they had a problem with that and the problem arises from questions asked by the media, that is why they are asking that question.

But the second issue, the second point he makes which is very important, when I ...[indistinct] Chair in the
20 way that I like the – Andre Wagner's affidavit Mr Soni. He is basically saying that in Precise Trade Mr van der Walt, Mr van der Walt had other partners or investors into that business, okay. The allegation Chair that say no these are Montana's properties, I have confirmed in black and white, I played a part in us identifying those opportunity, it does

not make those my properties. The properties that are my properties are registered in my name.

For example if you look at the property in Hurlingham registered in my name, the bulk of the money didn't even come from me Chair, because I had to find an investor and that is why Mr Louis Green in his testimony here, he said something very important, and I think you and Mr Soni ...[indistinct] but he made a fundamental point which I want to raise and I was so happy because I think it
10 was courageous Chair, you tried to probe this thing and he made an important – it is not unusual, he made that point Chair, it is not unusual that Montana can arrive, identify a property and when we register, because it has to do with where the money is and how do you find the money, in Pedi say Chair these people who didn't investigate because they were targeting me [speaking in vernacular] so they just Chair wanted to make sure that no he is guilty as charged and not looking at the details.

Now Chair one of the two things the ...[indistinct] of
20 State Capture you know I love them Chair these people, they say you must follow the money. Chair but Mr Oellermann said he went to the property in Sandhurst and it seems there are people there, after hearing that he called and said who lives there, and the property had been rented out to somebody by Mr van der Walt, okay. The

most next logical step is that this rental income where does it go to, because it will tell you who is the real owner of the property. They don't do that, they jump that point, okay, they jump that point Chair because it doesn't assist what they are trying to get to, that he is guilty as charged.

If you look at it Chair going back to the Rose Waterkloof, Waterkloof property. Then she was angry and she says terminate this relationship. Ms de Beer when I think there was a guy, if I remember very well, his name
10 was Daniel, the agent, Daniel went back to her and said no he went, he took my offer, not Riaan's offer, my offer, I say no look let me put an offer and I go to the bank, the bank sent a team for valuation they say no that property, but of course the bank was wrong, she was right to be angry, not of course she shouldn't have been angry with me, but with the bank because the bank they were looking at this building, but they were not looking at the income generation in that particular building so they undervalued the property. She was angry because the time share that I
20 first made contact with her, and we agreed with Riaan and I said no let's find a way, let's get money for me to get the bank's amount or rather valuation, and get an additional R3.5, and I said to Riaan will you then lend me the R3.5 so I can then say to the bank don't give me for R11million, just give me for R7million in line with your valuation and

then I will put the additional money in there Chair.

Of course I realised it will not work, I think the bank did not have an appetite for that, and then that is why we said look this presents a lot of opportunities, it's in Waterkloof, Embassies are keen on doing that, and it has got business rights already, that is what it is.

Now Ms de Beer as I said Chair she talks about in her affidavit very small things, she doesn't know the relationship between Lucky Montana and Mr Riaan van der
10 Walt. She doesn't know how these things are funded, so I am surprised that the Commission would bring Ms de Beer here who actually doesn't add value to this Commission and leave out Mr Andre Wagener, I know Chair you have explained the thing, I am not opening that, I am just simply saying that she doesn't know Chair, yet she talks about something she doesn't know, she doesn't know – she knows nothing about the matter, how the nature of the relationship with Riaan and that is why Riaan then said no I will deal with that and I will raise money and I will take it
20 under Precise Trade so that that opportunity is not lost Chair.

That is the most important thing, that is how we are involved in business we do Chair, strategy, very strategic from where it is in Waterkloof, and Chair when the first people to break that house, to start the work Riaan asked

me and I went to fetch people from Mamelodi and say no break this property. So the things the details that are defined are detailed there. They are true, but they are not telling the Commission the story because she doesn't know, she is incapable of doing that and that is why when people beat up drums, they want to fetch the keys and everything but how is the property financed, because that is what it tells us. If you say Santez, yes Chair even the Santez property I was playing a major role, so I don't –
10 whatever they say doesn't tell the Commission anything, it is a story what you must tell, tell us about the money, you will actually see that Montana is not involved in that, you can actually see from my first annexure I say Riaan is – he came here, and we met I say 1.3, I say no, no but if we calculate in fact I should be getting ...[indistinct] because partners do that all the time Chair.

If you look at Hurlingham property they issued Chair – what is it called – Midtown Brace. Riaan was not involved except that Chair as a lawyer we asked him to put
20 a deal for us, for me and Mr Andre Wagner. I put, I asked him to put the money there for me, Mr Wagner brought in the other money, the other difference was money for development Chair.

Now the development didn't happen and it didn't happen because then I couldn't bring the other R9.5million

for development, the R10million that I spoke about from FNB that I said that I went to apply and they told me they are politically exposed, they are not going to consider extending any facility to you. It is FNB. I thought I would go in because the lady who was – as I explained earlier, who did my properties at ABSA from Tygervalley in Cape Town she had moved here and she told me I said I want to do business with you, that is the property that I went first to her. I actually asked her from the bank can you give
10 me my application so that I can attach it here, unfortunately they said no, we didn't – it was declined, one credit didn't accept it we are not keeping those documents because we are not having in that respect.

They took me to court Chair and you will see the letters I have attached, there has been to and fro, until they issued summonses against me, Midtown Brace. ...[Indistinct] we then agreed in response to let's sell the property and that you get what you get and I get something out of that because we both put money into this property.

20 We then took the – and that is why Chair you will see one of the things I touch is what you call the Power of Attorney, I then had to sign a Power of Attorney to Midtown Brace so that they run an auction, they ran an auction Chair and the prices were ridiculous and you will see there we said no let's not even accept it, okay.

Now my document Chair confirm the affidavit of Mr Andre Wagner, he is directly involved, he put his own money into this thing so he knows the story, but when you compare to Ms de Beer I think Chair she wanted to – I was irritated with her, not angry, irritated, because, and you could see that she wanted to talk about what car Mr Montana drove and everything to convey a picture of a corrupt man, okay, what I came out there, she is not focusing on the issue that I want to buy a property because
10 we want to do business there Chair, so her affidavit we can go, my view is that I am not even denying anything, there is nothing to define, to defer, to deny, the affidavit tells the Commission nothing about the nature of the deal, it says I saw Mr Montana, he was wearing this, this, he was driving this car, but Ms de Beer only saw me Chair towards the end, after all of those things and that she can see Chair with the partner to Mr Riaan van der Walt. It is basically telling this Commission that in fact Precise was Riaan was the sole owner and director.

20 In all these dealings it had investors, which means people that he was borrowing money from to finance all the different – and that is why Chair I think from the information I picked up ...[indistinct] the liquidation of Swifambo, the liquidators of Swifambo here, let's get the liquidators there and see who did they speak to as the

people who lend money there, you will actually be surprised Chair, these are not the people that are mentioned in the newspapers, because people know they are not interested in the truth Chair, so the long and short of it Chair when you talk about Ms de Beer she was – I don't know whether, I think at that time Chair she has been probably told and primed on what to say or it was just an absolute show of racism, I am not saying but perhaps Chair, fascinated by this black man who wants to buy a property of R11million, who is driving this kind of a car and
10 all of those things.

Chair there is nothing, there was nothing unlawful or irregular and people are taking this thing too far, because they are trying to say Riaan – if Riaan was the owner or shareholder of Siyangena I would understand, he is there, he has got nothing to do with ...[indistinct – dropping voice], his mentors was now if the – the allegation was that no and as I think Mr Oellermann in fact said it during his testimony, he said Chair the owners from
20 which these properties were bought had an understanding that the properties were bought by Mr Montana, there was a plan to all of those things, but the fact that I ultimately didn't buy the property tells you there is a story, so I was not using Riaan to buy properties.

Then if the property is owned by Precise are my

properties what is the status of the lenders to Precise or to Riaan, I don't even know them Chair, I was saying – I saw their names for the first time when this affidavit was deposed there.

Would they take a risk of putting money into Precise to somebody that they don't know, and I think Chair that you can see that what Ms de Beer was saying, of course it is up to the Commission to evaluate evidence, but did he tell you about the nature of Mr Montana's property
10 dealings, no she can only describe certain parts when she saw me and to want to present, so what does it matter that I am wearing a pink shirt, tell us to say no I think if you believe that Mr Montana is involved in corrupt activities and is buying properties.

She doesn't say Chair I mean from 2016 I have been very clear, I have worked with Riaan, he is a good businessman Chair.

CHAIRPERSON: Ja.

MR MONTANA: Chair let me make the last one with
20 regard to ...[indistinct] ...[intervenes]

CHAIRPERSON: Yes, okay.

MR MONTANA: Because that is also attached.

CHAIRPERSON: Yes, okay.

MR MONTANA: Or rather two short points Chair, because I want to finish with the financials here.

CHAIRPERSON: Yes, because I wanted to say to you what you have been telling me it is fine and it is important in terms of it being part of your answer to the allegations, but I think Mr Soni had in mind that you could clear up in terms of saying – in terms of these bank statements and so on I have got no issues with everything, these are the only things you have issues with, so that we get that out of the way, but in terms of what you – finishing your part of the story that is fine, subject to the understanding that on
10 properties we will still deal with this aspect ...[intervenes]

MR MONTANA: No, no, no Chair I am more than happy. I will stay at this Commission for as long as you want me to answer these questions, if the Commission get other information and say Montana tomorrow wake up and come here I will be here.

CHAIRPERSON: Yes, you will come here.

MR MONTANA: I will be here Chair.

CHAIRPERSON: Ja.

MR MONTANA: That I give you my assurance, because I
20 have got nothing to hide Chair.

CHAIRPERSON: Yes.

MR MONTANA: Chair Mr ...[intervenes]

CHAIRPERSON: You said you want to make two points
...[intervenes]

MR MONTANA: Two points.

CHAIRPERSON: We can then have clarity on the bank statements.

MR MONTANA: Yes, no I want to make one and then deal with the bank statements.

CHAIRPERSON: Okay, alright.

MR MONTANA: Mr Louis Green, I think Chair the – Mr Louis Green, Mr Andre Wagner they are their statements and I think that they are good. Because Mr Louis Green said you are asking a specific question and he said when
10 you ask him why did he – when Riaan Van Der Walt wrote an email and said do not get involved there – do not copy Mr Montana and Mr Van Der Walt Chair and rather Mr Louis Green unlike Ms De Beer she says look Mr Montana came, he was coming to look at the property.

He was not looking at that 00:00:42 you get different property. And he said something very important at the end – He was assisting the commission about what they do as estate agents. The kind of transactions they get involved in. And he said one important point. I do not know the
20 nature – or he said I did not know – because she asked me why did you respond in that way; why did you accept? And he says because I did not know the nature of the relationship between Mr Montana and Mr Van Der Walt. Now that is an honourable man Chair. He does not describe things that he does not know.

And I think Chair that is why there has been a lot of speculations but there are people who have driven this – this what is it called – this property story. Now people who are conflicted Chair. I have described some of them in the morning and I think Chair if you look at my statement also put as part of the annexure – my statement in response. Because the first time I had thing by the way was when Mr Molefe had filed – he deposed to an affidavit Chair on the Siyangena matter and one of the journalists I think wrote
10 about it – I think it was Pieter Louis Myburgh and I got a call that did you see that you are involved.

And I said I look at her and I had a press conference and I dealt with those issues. I said there is no basis to all of these things. And I thought by that press conference Chair I would have done enough to dispel the things. It was well covered in the SABC but when the matter continued Popo Molefe, then continued making this so – so I decided that I want to come into the Siyangena matter because I was upset that my name was being mentioned but I was not
20 – I was not cited as a – as a respondent.

So – so I am being brushed then and then left aside. So my statement dealt with it at length Chair and then my full record – my full thing is captured Chair in the statement that I have just – that we have put in that you said we will only admit it as soon as – once it has been read – I have

accepted that.

So let us deal with the – with the monies. You know the flow of – they say follow the money but it is follow the money where it suits us – where it does not suit us we – we then abandon that.

You see Chair when Riaan – when Riaan and I think I want to link this to the first annexure that I submitted on properties and you think there is a slight disjuncture between what he said to his partners and my discussions
10 with him. Because if you look at those amounts he says you owe me R1.3 million – he says that. It is in that annexure.

CHAIRPERSON: You talking about Exhibit SS18(b)1.

MR MONTANA: Yes that email Chair that is correct.

CHAIRPERSON: That email. The letter that was terminating the relationship, is that right?

MR MONTANA: Indeed Chair.

CHAIRPERSON: Yes.

MR MONTANA: He then mentioned that amount and my
20 understanding ...

CHAIRPERSON: Well that letter says:

“I have noted the contents of your mail below and confirm the following as – as the Director and Shareholder of Precise Trade and Investment:

1. I am prepared to agree that the loan of R1.3 million plus interest must be repaid by no later than 31 December 2015 or even at 1 January 2016.”

That is the R1.3 you talking about?

MR MONTANA: That is what I am referring to Chair

CHAIRPERSON: Okay.

MR MONTANA: Now you have seen that loan – in that Chair he is referring to R1.3 now there is an issue about the
10 relationship between the numbers that are mentioned here.

You remember here Chair we are dealing with two things. We are not dealing with money that came to me. We are dealing with – it is quite clear to me that what Van Der – Mr Van Der Walt was doing with all the people who he was involved with he was – it was like some kind of a rotating fund which he gives to Montana here, he gives to Zondo – he got Zondo to pay this and all of those things.

His notes say that and I have confirmed that with him Chair. Now I have asked that can we deal with
20 Montana’s – what is it called – statement especially the flow of money between Precise Trade and Montana.

What I have been presented here Chair we are dealing with what Robert deals with the relationship in respect. He does not deal with Precise Trade.

CHAIRPERSON: Okay I want to stop you there. Mr Soni I

think it is going to be better to do it the – in the usual way.

ADV SONI SC: Yes.

CHAIRPERSON: Ja. I think it is going to be better for Mr Soni to take you through the transactions.

MR MONTANA: Okay.

CHAIRPERSON: So that for purposes of simply saying I have no issue with this transaction yes I have no issue with the fact that so much appeared to have gone from that account to that account or maybe that it was in connection
10 with that particular property or whatever you want to say and then when we deal with the – when we – when we have read your affidavit and Siyangena then whatever else you want to say to complete the picture in relation to properties you can then deal with. But we can put aside and have a clear picture on where the issues are on the payments.

MR MONTANA: I have...

CHAIRPERSON: I think one of the points you are making is – is that a lot of the payments maybe you say all of them but a lot of the payments that are dealt with were not
20 payments that were coming to you. I think that is one of the points you make, is that right?

MR MONTANA: Yes Chair.

CHAIRPERSON: Ja.

MR MONTANA: But the bigger issue I am saying.

CHAIRPERSON: Ja.

MR MONTANA: We are dealing with Mr Riaan's account.

CHAIRPERSON: Ja.

MR MONTANA: Not my account.

CHAIRPERSON: Yes ja.

MR MONTANA: Now – now the only thing I can do.

CHAIRPERSON: Ja.

MR MONTANA: And that is why I said earlier on to Mr Soni.

CHAIRPERSON: Ja.

MR MONTANA: A three way match is going to be very
10 important.

CHAIRPERSON: Ja.

MR MONTANA: We are starting to do – I am supposed to
confirm statements which have – have even a whole range
of other transactions.

CHAIRPERSON: Ja.

MR MONTANA: So I can only note Chair – I can only note
and that is why I am asking the commission.

CHAIRPERSON: Yes.

MR MONTANA: Let us ask ABSA to give us my statement
20 for the period then we can compare Chair because – and
you can see Chair you have got a statement that says
Montana.

CHAIRPERSON: Ja.

MR MONTANA: And then below it says R400 – it says TLM.
So if somebody is using Montana as his reference why

would he use TLM – and I thought I am the only one Chair but who uses the reference TLM to just to cover it.

CHAIRPERSON: Ja.

MR MONTANA: And you can see even in how I have marked my documents. So Chair in real times I can note but I cannot assist the commission specifically on those. The only person who can assist that commission is not even Robert it is Mr Van Der Walt.

CHAIRPERSON: Yes.

10 **MR MONTANA:** Because he can say tell us what the – what do you mean there? The – or else all of us are left in the realm of – of what is it called – speculation. And Chair I can only note them.

CHAIRPERSON: Ja.

MR MONTANA: But I cannot – I cannot.

CHAIRPERSON: You cannot – yes.

MR MONTANA: Unless if the commission says in your bank statement Mr Montana.

CHAIRPERSON: You ...

20 **MR MONTANA:** We see R400 000.00

CHAIRPERSON: Ja.

MR MONTANA: It came from there can you confirm that?

CHAIRPERSON: Ja.

MR MONTANA: Now then we are happy. But I am being asked about somebody and this can you see Chair the ups

and downs in that account.

CHAIRPERSON: Ja.

MR MONTANA: It is not my account.

CHAIRPERSON: Ja.

MR MONTANA: He is the one – he – they say he gave – he has written notes.

CHAIRPERSON: Ja.

MR MONTANA: And I see for example Chair that when PRASA went to court one of the things they were trying to
10 see they were trying to take the notes and said these notes means the money came from TLM and I asked Riaan did they come from TLM – he says no. It tells me how I am using the money to that.

And Chair when I looked at the affidavit of Siyangena by the way including the affidavit that I think has been read – I am referring to the affidavit that has been read earlier by the CFO. That – they are very clear in that – in that thing that they are not even involved. They have never even transferred a cent from Siyangena to – what is it
20 called – to Precise Trade.

They say we do not have a relationship with Precise Trade. So – so Chair you can see that I am being asked about things – ask me about my relationship with how we bought these properties with Riaan Van Der Walt. They are properties that I bought for development. There are

properties that we bought and we had the bigger picture about what we wanted to develop and Chair so these are.

CHAIRPERSON: Ja.

MR MONTANA: So I cannot answer – people speculating or drawing inferences from somebody else' statement Chair.

CHAIRPERSON: Ja I think Mr Soni maybe the best way might be this because you would – you probably have an idea that the various bank statements reflect 1,2,3,4,5 such as on such and such a date there was a payment from
10 Precise Trade to whoever or from somebody to Precise Trade. If you put those series of propositions based on what is reflected on the bank statements Mr – maybe even without going through each one Mr Montana can say well I have no problem with all of those propositions because my point is simply this. Then maybe it might be faster.

ADV SONI SC: Yes

CHAIRPERSON: I am just thinking you might have a different way I am easy I just want to see how we can move expeditiously.

20 **ADV SONI SC:** Yes. And Chairperson I do not want us to run into difficulties. What we have is a statement or a letter from Mr Van Der Walt.

CHAIRPERSON: Yes

ADV SONI SC: Who is asked tell us about the Parkwood property.

CHAIRPERSON: Ja.

ADV SONI SC: And he says it was bought for R6.8 million and these are the payments I made.

CHAIRPERSON: Ja.

ADV SONI SC: Now he does not say he made the payments to Mr Montana.

CHAIRPERSON: Ja.

ADV SONI SC: What he says is here is the bank statement and in the bank statement you see a correlation between
10 what he says in his letter and what is reflected in the bank statement

CHAIRPERSON: Ja. Ja.

ADV SONI SC: Now the difficulty we have is that when he says TLM or Mr Montana reading it with the letter of the 30 – 28th of January 2016 we say that that is a payment made in respect of his indebtedness to Montana. It does not mean that he paid it directly to Mr Montana.

Now of course we are now in this difficult situation because Mr Montana's point is well I do not know about
20 those it may have my name but I cannot confirm this.

Now in a sense Chairperson we are running around in circles because instead of Mr Montana saying because – and this is an issue and I am going to put to Mr Montana in a moment.

I buy something from well Mr Van Der Walt buys a

property worth R6.8 million from Mr Montana. He says I made these payments. Now that is Mr Montana's property he must know if those payments were made or not. Whether it was made to him or to somebody else because they are payments due in terms of the agreement which we have already looked at.

CHAIRPERSON: Ja.

ADV SONI SC: So – but that is the proposition I am going to put and that is as far as we can take it.

10 **CHAIRPERSON:** No, no that is fine. I think you deal with it the way you – you are happy with it. From your side Mr Montana when he puts any proposition or question if you are able to answer because you do have knowledge you answer. If you say I do not know because it is somebody else' account that you say you do not know and you can – we can move on.

MR MONTANA: Chair can I say.

CHAIRPERSON: Ja

20 **MR MONTANA:** Can I say something? I do not think we are far apart Chair.

CHAIRPERSON: Yes, no I also do not think so.

MR MONTANA: I think – I think we are in agreement.

CHAIRPERSON: Yes.

MR MONTANA: Remember when I came to – in the morning when I came here Chair I wanted to demonstrate one

fundamental thing. The story that Siyangena or Van Der Walt bought properties from me is false. And Chair I went through each properties and showed how much money I have. That is the first thing I wanted to say.

Secondly Chair I am confirming – I also confirmed to the commission Mr Soni that myself and Riaan had – were partners so I am not saying Chair that I am denying even the fact that I may – I may have said transferred R100 000.000 to pay somebody or – that is not what I am
10 saying.

CHAIRPERSON: Ja.

MR MONTANA: I am simply saying Chair you are putting me in a difficulty because you are not dealing with my statements.

CHAIRPERSON: Ja.

MR MONTANA: You are dealing with a statement of somebody involved – where I say for example I said on the 2.2 million that Mr Van Der Walt paid. I said I think – I said that – I think he may have been either settling the bond.

20 **CHAIRPERSON:** The bond.

MR MONTANA: Facility or he may have been paying the property note – for the property note in order to – on my behalf. That I accept Chair.

CHAIRPERSON: Ja.

MR MONTANA: But I am saying the difficulty I have is that

we are going to see R300 million he does not want to say it is Montana he say this is his reference. And another one says TLM. It is not my – I do not know because I did not know how Riaan for example was mobilising his own money to be involved with me and even other people Chair that is the issue. And so – and so I am saying that it is becoming unfair but I think ...

CHAIRPERSON: Ja.

MR MONTANA: I think to be fair to the commission.

10 **CHAIRPERSON:** Ja.

MR MONTANA: Let us go through that process Chair.

CHAIRPERSON: Ja.

MR MONTANA: And if I do not know (speaking in vernacular). But if the commission cannot hold that against me and say because if the commission wants to hold it against me they say now Mr Montana here is your statements Chair.

CHAIRPERSON: Ja.

20 **MR MONTANA:** Riaan and I had a relationship it involved money – it involved properties Chair.

CHAIRPERSON: Ja.

MR MONTANA: But this had nothing to do – the issue here is that I said – they said in this report and many other allegations Montana did not even have a cent they – we bought the – Siyangena bought properties for him Chair.

CHAIRPERSON: Ja.

MR MONTANA: And that is my – I am here to talk about that Chair.

CHAIRPERSON: No, no.

MR MONTANA: And to demonstrate that it is so false.

CHAIRPERSON: That is fine.

MR MONTANA: It does not have 00:17:01 and secondly that I have never hidden my relationship because Riaan has got nothing to do with Siyangena or tenders at PRASA. He
10 is a lawyer on the side and I do not want to be persecuted on the basis of – of association with him because he happened to know so and so Chair.

CHAIRPERSON: Ja.

MR MONTANA: Now finally on this

CHAIRPERSON: That is fine.

MR MONTANA: On these statements Chair I think Mr Soni should take me through.

CHAIRPERSON: Ja.

MR MONTANA: But he cannot expect me to know another
20 man's account Chair.

CHAIRPERSON: Ja no, no where he – where he has issues with you saying you do not know because he thinks you know he will – he will put that to you.

MR MONTANA: No, no Chair I am more than happy.

CHAIRPERSON: Okay.

MR MONTANA: I think let us do that ja thank you.

CHAIRPERSON: Okay alright.

ADV SONI SC: If I recall we were at 2.2.4 at page 198.

CHAIRPERSON: I am sorry Mr Soni I see we are at five to five.

ADV SONI SC: Yes.

CHAIRPERSON: I think we – we should just take an adjournment ten minutes adjournment.

ADV SONI SC: Yes.

10 **CHAIRPERSON:** I think

ADV SONI SC: Chairperson there is – while proceedings were going on there is something that occurred to me that if we go on late into the evening today it is going to be impossible for being meaningfully to deal with these matters.

CHAIRPERSON: No, no I – I agree. I did not realise that we are already close to five.

ADV SONI SC: Yes.

CHAIRPERSON: I thought we were still close to four.

20 **ADV SONI SC:** Yes.

CHAIRPERSON: I was thinking that maybe we should go up to six but it may well be I think I can be guided by you because that may be a lot of reading to do. It may be that we should stop so that there is enough time to read. It may be that we should go maybe up to six. What is your sense

because there is the reading as well?

ADV SONI SC: Chairperson there – there may be things in the affidavit.

CHAIRPERSON: Ja.

ADV SONI SC: And I have not seen the annexures yet.

CHAIRPERSON: Ja.

ADV SONI SC: So it is going to be another issue.

CHAIRPERSON: Ja.

ADV SONI SC: That ...

10 **CHAIRPERSON:** Maybe it is better we adjourn.

ADV SONI SC: Yes. And I just do not know how to – because we need to make copies as well.

CHAIRPERSON: Ja. So maybe it is convenient that we should adjourn or – and then tomorrow start at a little earlier half past nine I do not – what is your sense?

ADV SONI SC: No, no the – the problem though Chairperson has that we would have to make copies this evening so that we are able to deal meaningfully with what is contained in these affidavits.

20 **CHAIRPERSON:** Yes, no what I mean is in terms of whether we adjourn now or later.

ADV SONI SC: I think we should adjourn now Chairperson.

CHAIRPERSON: Yes.

ADV SONI SC: Because this is – and it will into...

CHAIRPERSON: Yes. Mr Montana you – you have given us

a lot of – a lot of paperwork that must be read.

MR MONTANA: Well Chair I was willing to go until ten.

CHAIRPERSON: Until twelve midnight.

MR MONTANA: They say the minute – the meeting with the President until two am. So I am – no Chair it is fine I think I will – I will be here tomorrow that is fine Chair.

CHAIRPERSON: Okay yes. Yes should we start – should we stick to ten or how – do half past nine but sometimes we start at half past nine like we did I think on Friday but I
10 ended up needing to have a longer lunch because there were some things that needed my attention.

ADV SONI SC: Yes.

CHAIRPERSON: What is your sense.

ADV SONI SC: In view of the reading we have as much time that we have to prepare would be appreciated.

CHAIRPERSON: Ja. Then let us start at normal time ten o'clock. Ja.

MR MONTANA: Are you starting with me or with the PRASA people and then I come afternoon Chair?

20 **CHAIRPERSON**: My sense is that we should start with you. I do not know. Mr Soni – ja let us start with you we continue and try and finish with you. We- I would like to – to finish with your evidence.

MR MONTANA: Thank you Chair.

CHAIRPERSON: Tomorrow if we can.

MR MONTANA: That is in respect of properties Chair.

CHAIRPERSON: Well in respect of everything. But if – if we do not achieve that despite our best efforts we will take it from there to see what can be done. As I say I do have – my schedule of hearings and witnesses up to end of May it is almost full you know – actually it is full. But let us see how far we can go and we do our best efforts but if we come to the end of – of – and I do have an evening session tomorrow. So if we come to five o'clock we see that we are
10 not done and we have done the best we can we will take it from there.

MR MONTANA: No Chair I am happy with that except that they kept on reminding the team.

CHAIRPERSON: Yes.

MR MONTANA: Tomorrow it will be my sixth day Chair here.

CHAIRPERSON: Ja.

MR MONTANA: And in all of them I have been responding to allegations made.

20 **CHAIRPERSON:** Ja.

MR MONTANA: Against me.

CHAIRPERSON: ja.

MR MONTANA: And I have been asking the team when will I have the time to tell my own story.

CHAIRPERSON: Ja.

MR MONTANA: Because I have been replying Chair – I have been responding.

CHAIRPERSON: Ja.

MR MONTANA: So as long as the commission takes that – keeps that at the back of its mind.

CHAIRPERSON: Ja. Ja

MR MONTANA: I have to tell my own story and my affidavit Chair I am more than happy.

CHAIRPERSON: No, no that is fine. You will – you will
10 remember that earlier this afternoon I said if we park the
properties issue I could give you a chance to – to deal with
whatever issues that you have been asked that you – you
have not given a full answer or – so – so ...

MR MONTANA: Thank you Chair.

CHAIRPERSON: I take that into account.

MR MONTANA: Thank you Chair.

CHAIRPERSON: Ja. Okay let us adjourn for the day.
There will be no evening session this evening. We will
resume at ten tomorrow morning. We adjourn.

20 **ADV SONI SC:** Thank you Chair.

REGISTRAR: All rise.

INQUIRY ADJOURNS TO 11 MAY 2021

