

COMMISSION OF INQUIRY INTO STATE CAPTURE

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DAY 73

20

PROCEEDINGS ON 26 MARCH 2019

CHAIRPERSON: Good morning Mr Pretorius, good morning everybody. I am sorry we are starting five minutes late. I had a meeting. Are you ready?

ADV PAUL JOSEPH PRETORIUS: Yes we are Chair. From today and for the next few days and into next week we will be dealing once again with the tranche of witnesses dealing with matters related to what has become known as Bosasa. Today the evidence will be led of Mr Peet Venter whose affidavit or first affidavit was annexed to the statement of Mr Agrizzi. Mr Venter has come forward and will be led by Ms Molefe.

CHAIRPERSON: Thank you.

10 **ADV REFILOE MOLEFE**: Thank you Chair.

CHAIRPERSON: Thank you Ms Molefe.

ADV REFILOE MOLEFE: Thank you Chair before we start there are just some few preliminary matters that I would like to bring to the Chair's attention. Firstly as referred to by my leader Mr Pretorius this evidence relates to Mr – the first statement that was annexed to Mr Angelo Agrizzi's statement which he referred to as S8 and which appeared at pages 929 to 1241 of his statement. The statement was presented by Mr Agrizzi as having been prepared and signed by Mr Venter. Chair in this respect Mr Venter will in his opening deal with the circumstances that led to the drafting and signing of the first statement referred to in Mr Agrizzi's testimony. He will also deal with

20 his interaction with Mr Agrizzi and Mr Gavin Watson. Now from these interactions Chair the legal team brings to your attention the possible questions that may arise in that respect and we wish to repeat our submissions that were made during the opening of Bosasa related evidence with regard to Mr Venter that the evidence could in theory at least be entirely fabricated, it could be exaggerated or extorted and that it could be motivated by improper motives or in Mr Venter's case influence. We do emphasise

once more Chair that we make no prior submissions on the cogency or reliability of the evidence. We also make no prior submissions on whether it is comprehensive or not and whether if – whether it is all the evidence we will talk about this in later – in detail later rather. Chair we also deem it prudent to supplement the matter – the bundle rather that is before you with the first statement that was submitted by Mr Agrizzi which was said to have been prepared by Mr Venter. Although the statement is prepared separately in a bundle with I will beg leave to hand up this is done merely for the sake of ease of reference as joint testimony we will have refer to both statements. And we propose Chair that this evidence – that this evidence that was previously submitted be
10 for the purpose of today's evidence be marked as PV8(2). We also include Mr Andries Van Tonder's statement as PV8(1) and this is for the same purpose. Chair the approach that has been adopted to deal with today's evidence and...

CHAIRPERSON: Ms Molefe.

ADV REFILOE MOLEFE: Yes Chair.

CHAIRPERSON: PV8(1) and PV8(2) are those the ones that you say you put up only for convenience because it would be necessary to refer to them but otherwise they are already part of what is before the commission?

ADV REFILOE MOLEFE: Certainly Chair. These are the annexures that were provided to the Chair this morning as PV8(1) and PV8(2).

20 **CHAIRPERSON:** Ja but what I am asking is whether we already have these from previous witnesses already on not?

ADV REFILOE MOLEFE: We do Chair. PV.1

CHAIRPERSON: Ja.

ADV REFILOE MOLEFE: Is the statement that was submitted by Mr Andries Van Tonder.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: PV8(2) is the first statement that was said to have been prepared by Mr Venter.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: And this was submitted by Mr Agrizzi as S8 in his evidence.

CHAIRPERSON: Yes. But in his evidence was it marked PV8(2) or was it marked something else?

ADV REFILOE MOLEFE: In Mr Agrizzi's evidence Chair?

CHAIRPERSON: Huh-uh.

- 10 **ADV REFILOE MOLEFE:** It was marked as S8 however we have decided to include it again in this bundle for – purely for the sake of ease of reference as we are going to refer to it when we deal with Mr Venter's evidence.

CHAIRPERSON: But the problem is that it might cause confusion, might it not if the same document ultimately appears in the record under different exhibit numbers if when it was submitted by Mr Agrizzi it was marked A and then it is submitted now again but now it is marked B. When we have the complete record there could be confusion as to how it should be referred to. Why do we not just use what we already have because it is already before us then we refer to it in the same way we referred to it then when Mr Agrizzi gave evidence?

- 20 **ADV REFILOE MOLEFE:** Certainly Chair as it pleases the Chair. The Chair will also note that...

CHAIRPERSON: And for – and – because then in that way it is the same document but it is referred to in the same way as it was referred to earlier.

ADV REFILOE MOLEFE: Indeed so Chair. As the Chair might have noted there – Mr Agrizzi's pagination reference still appears on what we had called PV8(2)

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Which I will refer to it as 8 and the numbering that will be referred to will be as originally appears in Mr Agrizzi's S8.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: As it pleases you Chair.

CHAIRPERSON: Okay because I think – so I think then any reference to PV8(2) you know we should not make that reference because it could cause confusion, is it not?

ADV REFILOE MOLEFE: As the ...

CHAIRPERSON: We just refer to it as it was referred to during Mr Agrizzi's evidence.

10 **ADV REFILOE MOLEFE**: Certainly as...

CHAIRPERSON: Is that alright?

ADV REFILOE MOLEFE: That is fine thank you Chair. As it pleases you.

CHAIRPERSON: Would the same concern not arise in regard to PV8(1)?

ADV REFILOE MOLEFE: Chair the concern is similarly resolved in that Mr Andries' pagination appears on the document.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: And it will also be referred to as such.

CHAIRPERSON: Yes. So – so later the page or the marking that has PV8(2) and PV8(1) could be removed so that there is no confusion.

20 **ADV REFILOE MOLEFE**: Yes.

CHAIRPERSON: Is that alright?

ADV REFILOE MOLEFE: Certainly Chair.

CHAIRPERSON: Okay alright.

ADV REFILOE MOLEFE: Thank you. As it pleases you.

CHAIRPERSON: Thank you.

ADV REFILOE MOLEFE: Chair in addition to the matters...

CHAIRPERSON: So just to summarise then the document which is marked or the annexure which is marked PV8(2) will from now on be referred to as?

ADV REFILOE MOLEFE: It will be referred to as S8.

CHAIRPERSON: F8?

ADV REFILOE MOLEFE: S8.

CHAIRPERSON: S for sugar.

ADV REFILOE MOLEFE: Yes.

CHAIRPERSON: Okay. Okay I think – I think I will just change this here and write S8
10 and maybe somebody should do the same with the witness' annexure and then shall we do the same in regard to the other one?

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Would be it S1 or what will it be?

ADV REFILOE MOLEFE: No it was marked as T1.

CHAIRPERSON: T1. So I have crossed out PV8(2) in the other one and I am crossing out PV8(1) in this one and I am replacing that with T1.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you Chair. In addition to those issues Chair Mr
20 Venter will also...

CHAIRPERSON: Let us just make sure that they have got the right first.

ADV REFILOE MOLEFE: As it pleases you Chair.

CHAIRPERSON: You may be needing other assistance on your left.

ADV REFILOE MOLEFE: Thank you Chair I have also noted the corrections of the bundle reference on my notes.

CHAIRPERSON: Yes no what I am saying is you may be needing another colleague to be around there in case something needs to be done to assist the witness I am not sure so at least Mr Pretorius is here he hears what I am saying.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Okay alright. Okay you may proceed.

ADV REFILOE MOLEFE: Thank you Chair. As in addition to the issues relating to the drafting of the first statement Mr Venter will also give evidence on the change of the main business of Bosasa's subsidiaries and the purpose that this ought to achieve. He will also be dealing with his interaction with government officials. He will lastly also be
10 dealing with the cash payments made to several persons on instruction. Chair I kindly request that the witness be sworn in?

CHAIRPERSON: Okay. Please administer the oath or affirmation Registrar.

REGISTRAR: Please state your full names for the record?

MR PETRUS STEPHANUS VENTER: Petrus Stephanus Venter.

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

MR PETRUS STEPHANUS VENTER: No.

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

MR PETRUS STEPHANUS VENTER: Yes.

REGISTRAR: Do you swear that the evidence you will give will be the truth; the whole
20 truth (no sound).

CHAIRPERSON: Thank you. You may proceed Ms Molefe.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter please refer to the bundle or exhibit rather that is marked T10 before you. Can you look at page 1 of that bundle?

CHAIRPERSON: Okay I think we – is T10 one that we already have received into or is it new?

ADV REFILOE MOLEFE: This is new Chair.

CHAIRPERSON: Okay. The file that has a statement by Mr Petrus Stephanus Venter signed on the 19 March 2019 is to be marked as Exhibit T10.

ADV REFILOE MOLEFE: Indeed so Chair.

CHAIRPERSON: The other file that is marked S8 the lever arch file that is already in?

ADV REFILOE MOLEFE: Indeed so Chair.

CHAIRPERSON: Okay alright thank you. So now when you say Exhibit T10 we know which one we are talking about.

ADV REFILOE MOLEFE: Thank you Chair.

10 **CHAIRPERSON**: Okay.

ADV REFILOE MOLEFE: Mr Venter please refer to pages 1 to 24. Is that your statement to the commission?

MR PETRUS STEPHANUS VENTER: Yes it is.

ADV REFILOE MOLEFE: Please turn to page to page 23 of the bundle.

CHAIRPERSON: Please put on your mic? Thank you.

MR PETRUS STEPHANUS VENTER: Thank you.

ADV REFILOE MOLEFE: Let me just repeat the first question. On page 1 to 24 is that your statement to the commission?

MR PETRUS STEPHANUS VENTER: Yes Chair.

20 **ADV REFILOE MOLEFE**: Can you turn to page 23. Is that your signature appearing on that page?

MR PETRUS STEPHANUS VENTER: That is my signature Chair.

ADV REFILOE MOLEFE: And staying on page 23 what is the date that is stated there?

MR PETRUS STEPHANUS VENTER: 19th day of March 2019.

ADV REFILOE MOLEFE: Is that the date on which you signed the statement?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now do you understand that the contents of and incidents that are referred to in this affidavit may incriminate you in potential serious offences?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Are there any corrections that you wish to make on your statement?

MR PETRUS STEPHANUS VENTER: Yes I would like to – just to refer to three corrections please Chair. The first correct page 7 paragraph 15. In the middle of the page I refer to?

10 “To my knowledge all the family members of the Gavin Watson
family – ag who are on the concilium payroll.”

I just want to do a correction there Chair.

CHAIRPERSON: Is it paragraph 15 or page 15?

MR PETRUS STEPHANUS VENTER: Page 7 paragraph 15.

CHAIRPERSON: Okay in the middle of paragraph 15.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: Where it says “to my knowledge all the family members of Mr Gavin Watson.”

20 **CHAIRPERSON:** Yes.

MR PETRUS STEPHANUS VENTER: I just want to make a correction with “To my knowledge” I just want to change it to “I was told that all the family members of Gavin Watson.” I just want to change that.

CHAIRPERSON: So you would like us to ...

MR PETRUS STEPHANUS VENTER: Just to amend it to...

CHAIRPERSON: To delete “to my knowledge” and say “I was told that”

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Thank you.

ADV REFILOE MOLEFE: Thank you. Are there any other further corrections you wish to make?

MR PETRUS STEPHANUS VENTER: Yes. Page 14 paragraph 30 at the top.

CHAIRPERSON: What paragraph again?

MR PETRUS STEPHANUS VENTER: Paragraph 30 Chair.

CHAIRPERSON: Yes.

10 **MR PETRUS STEPHANUS VENTER**: I just want to change where I said “reference to each paragraph which are actually factually incorrect.” I just want to change it to “some of which are factually incorrect.”

CHAIRPERSON: Some of?

MR PETRUS STEPHANUS VENTER: Some of which are factually incorrect ja.

CHAIRPERSON: So you (Chair not speaking into mic). Where it is paragraph in which you want it to be said - between the words paragraphs and which?

MR PETRUS STEPHANUS VENTER: Ja.

CHAIRPERSON: You want us to insert “some of”?

20 **MR PETRUS STEPHANUS VENTER**: Change which to some. With reference to each paragraph – ja I suppose we can given which.

CHAIRPERSON: Ja it should be some of which ja.

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Ja okay.

ADV REFILOE MOLEFE: And are there any other further corrections?

MR PETRUS STEPHANUS VENTER: And just lastly on page 16 paragraph 35 I have

had in there Morocco and Morocca it might be?

ADV REFILOE MOLEFE: That on my bundle appears – sorry Mr Venter at 35.5.

MR PETRUS STEPHANUS VENTER: Yes that is correct. 35.5 page 16.

ADV REFILOE MOLEFE: Yes.

MR PETRUS STEPHANUS VENTER: I just want to refer to where it says: “Morocco and Morocca”. I just want to stick with “Morocco” just not to confuse Chair.

CHAIRPERSON: Oh so we must delete Morocco and the...

MR PETRUS STEPHANUS VENTER: And Morocca.

CHAIRPERSON: And the #.

10 **MR PETRUS STEPHANUS VENTER**: Morocco should remain.

CHAIRPERSON: With an ‘O’ or?

MR PETRUS STEPHANUS VENTER: With an ‘O’ should remain Chair.

CHAIRPERSON: With and ‘O’. So we must delete the #.

MR PETRUS STEPHANUS VENTER: Morocca.

CHAIRPERSON: And Morocca.

MR PETRUS STEPHANUS VENTER: With an ‘A’ yes.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: That is all thank you Chair.

CHAIRPERSON: Thank you.

20 **ADV REFILOE MOLEFE**: Thank you. Do you now confirm the correctness of your statement?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Please turn with me back to page 1 of the bundle. In paragraph 4 of your statement you deal with the circumstances under which you drafted a certain statement. Can you take the Chair through that paragraph please?

MR PETRUS STEPHANUS VENTER: Can I read it or can I just explain it Chair?

CHAIRPERSON: You can speak and...

MR PETRUS STEPHANUS VENTER: Can I just...

CHAIRPERSON: And if you want to refresh your memory you can have a look at it but if you can just speak about the incident or how it happened feel free to do that.

MR PETRUS STEPHANUS VENTER: Chair I just want to elaborate as to – under what circumstances I have signed the first affidavit.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And what led to all of that. But it would actually
10 come out in this affidavit as we continue.

CHAIRPERSON: Yes. Okay well Ms Molefe well do you want him to read it and take it from there or what would you like?

ADV REFILOE MOLEFE: Well Chair I am in your hands what Mr ...

CHAIRPERSON: I hear he says it will come out later.

ADV REFILOE MOLEFE: It will be dealt with later.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: However he introduces the history.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Of the first statement in this paragraph.

20 **CHAIRPERSON:** That is very important ja.

ADV REFILOE MOLEFE: And I would prefer that he rather if the Chair permits...

CHAIRPERSON: Ja.

ADV REFILOE MOLEFE: That he read it.

CHAIRPERSON: Ja.

ADV REFILOE MOLEFE: And we will deal with it in detail later.

CHAIRPERSON: Okay that is fine.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Okay. You may read it.

MR PETRUS STEPHANUS VENTER: Read it.

10 “I have previous – previously signed an affidavit in respect of the
aspects that will be covered within this current affidavit. I did not
prepare the affidavit herein after referred to as the first affidavit
freely and voluntarily as I signed the affidavit under duress as will
be detailed below. I also submit that although various portions of
my first affidavit were edited or added to by Mr Agrizzi the
majority of the occurrences and detail described is factually
correct. I will comment on the aspects in my first affidavit which
are factually incorrect later in this affidavit.”

And then Chair I have inserted this paragraph 4.1, 4.2 and 4.3 just to state.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Which paragraphs are correct.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Altered and so on.

CHAIRPERSON: Yes you can read on.

20 **ADV REFILOE MOLEFE**: Thank you.

CHAIRPERSON: If you want to place that on record?

MR PETRUS STEPHANUS VENTER: Okay.

ADV REFILOE MOLEFE: Yes you may read the paragraphs if you want.

CHAIRPERSON: You can read those 4.1, 4.2, 4.3.

MR PETRUS STEPHANUS VENTER: Okay. Paragraph –

“I will comment on the aspects in my first affidavit which are factually incorrect later in this affidavit. I can confirm that 4.1 the paragraphs wherein certain information was added by Mr Agrizzi to my first affidavit is in respect of paragraphs 9, 17, 21 to 25, 26, 27, 28, 31 and then 32 and 33.”

4.2

“The contents of the information contained within paragraphs 1 to 4, 8, 10, 13, 16, 18, 19, 20 and 35 of my first affidavit is correct.”

10 4.3

“The contents of the information contained within paragraphs 5, 7, 11, 12, 14, 15, 29, 30 and 34 of my first affidavit is correct however I have included information and detail in this affidavit in order to clarify certain aspects.”

CHAIRPERSON: Thank you.

ADV REFILOE MOLEFE: Thank you Chair. These paragraphs that are referred to in the first statement will be dealt with in due course.

CHAIRPERSON: Yes.

20 **ADV REFILOE MOLEFE:** Now Mr Venter having stated this is the evidence that you are about to give and that which is contained in your statement being given without any promise of a reward or an incentive?

MR PETRUS STEPHANUS VENTER: Nothing.

ADV REFILOE MOLEFE: And is the same evidence being given freely and voluntarily?

MR PETRUS STEPHANUS VENTER: Yes correct.

ADV REFILOE MOLEFE: Thank you. Mr Venter what qualifications do you hold?

MR PETRUS STEPHANUS VENTER: I have – Chair I have got a National High Diploma in Cost and Management Accounting. A National High Diploma in Taxation and a Post Graduate Diploma in Financial Planning.

ADV REFILOE MOLEFE: Are these all the qualifications you hold?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And what do you currently do for a living?

MR PETRUS STEPHANUS VENTER: I am a tax consultant Chair.

ADV REFILOE MOLEFE: Before your current employment where you first employed?

MR PETRUS STEPHANUS VENTER: I was first employed after my studies I started
10 working at the South African Revenue Services for approximately 3 years which after that I left SARS and the I joined an acquaintance of mine who had an auditing practice firm in Krugersdorp and I started working there.

ADV REFILOE MOLEFE: And in what capacity were you employed at SARS?

MR PETRUS STEPHANUS VENTER: As an auditor.

ADV REFILOE MOLEFE: You say you were employed with SARS for a period of about
13 years?

MR PETRUS STEPHANUS VENTER: For about 13 years from 1991 to approximately
2004,

ADV REFILOE MOLEFE: So you left the employ of SARS in the year 2004?

20 **MR PETRUS STEPHANUS VENTER:** 2004 approximately.

ADV REFILOE MOLEFE: And what was your reason for leaving SARS?

MR PETRUS STEPHANUS VENTER: SARS implemented a project called Sihaka Project where all the auditors had to be relocated to some central point which was Megawatt Park and at the time had an opportunity to become a tax consultant at this auditing firm so I decided to leave the employment of the South African Revenue

Services.

ADV REFILOE MOLEFE: And following your employment with SARS were you employed anywhere else?

MR PETRUS STEPHANUS VENTER: No I was employed with – at this firm which changed names over time – over a time and I remained there until the end of August 2018.

ADV REFILOE MOLEFE: And in what capacity were you employed.

MR PETRUS STEPHANUS VENTER: Also a tax consultant.

ADV REFILOE MOLEFE: During which periods?

10 **MR PETRUS STEPHANUS VENTER:** From the date I left SARS which was 2004 up until 2018 which is almost like 14 years Chair.

ADV REFILOE MOLEFE: And during your employment with this firm were you introduce to Bosasa?

MR PETRUS STEPHANUS VENTER: Yes I was introduced to Bosasa.

ADV REFILOE MOLEFE: When?

MR PETRUS STEPHANUS VENTER: Chair just to give you a little bit of background. During my last year at the South African Revenue Services a colleague of mine conducted – was busy conducting an audit at Bosasa and I assisted him at – he pulled in my services to assist with the audit. So that is where I actually – where I became
20 aware of Bosasa and the people of Bosasa.

CHAIRPERSON: What was the name of the firm that employed you after?

MR PETRUS STEPHANUS VENTER: I was employed at a firm called Bester Viljoen Incorporated.

CHAIRPERSON: Yes thank you.

ADV REFILOE MOLEFE: Yes and now in – you say that this – you were introduced to

Bosasa during your last year with SARS?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: What was the nature of your involvement with Bosasa?

MR PETRUS STEPHANUS VENTER: I assisted a colleague who was conducting an audit at Bosasa.

ADV REFILOE MOLEFE: So he was auditing Bosasa on behalf of SARS?

MR PETRUS STEPHANUS VENTER: On behalf of SARS and he pulled me in – he assisted some resources so myself and various other colleagues were pulled in to assist him in conducting the audit.

10 **ADV REFILOE MOLEFE:** And what – what role did you play in assisting? Was – because you earlier said that you were employed with SARS as an auditor with Bester Viljoen, what was your role?

MR PETRUS STEPHANUS VENTER: At Bester Viljoen I was a tax consultant rendering consulting services with regards to all taxes.

ADV REFILOE MOLEFE: So when you were assisting with the audit of Bosasa were you assisting as a tax consultant?

MR PETRUS STEPHANUS VENTER: No I was employed at – also at the South African Revenue Services. I assisted a colleague who conducted a SARS audit at the time. And shortly thereafter I resigned and then I joined the firm Bester Viljoen
20 Incorporated who was then – excuse me Chair. Who was then later a couple months or a year later appointed as the external auditors of Bosasa.

ADV REFILOE MOLEFE: Yes.

MR PETRUS STEPHANUS VENTER: Does that explain maybe the confusion.

ADV REFILOE MOLEFE: Yes it does thank you. And what were the functions of Bester Viljoen as external auditors rather of Bosasa?

MR PETRUS STEPHANUS VENTER: They were conducting the external audit. We were performing the tax consulting services and company secretarial services Chair.

ADV REFILOE MOLEFE: Yes. And can you just confirm from what year Bester Viljoen started performing the audit function rather in relation to Bosasa

MR PETRUS STEPHANUS VENTER: If I remember correctly Chair I think it started in 2006.

CHAIRPERSON: You said that a few months after you had joined that law – that firm they were appointed as external auditors for Bosasa. Is that correct?

MR PETRUS STEPHANUS VENTER: That is correct Chair.

10 **CHAIRPERSON:** Yes. Did you have any hand in that firm getting Bosasa work or [indistinct] appointed?

MR PETRUS STEPHANUS VENTER: Chair – Chair I believe that my experience at the South African Revenue Services was important to the Bosasa Group. They found out that I have left the South African Revenue Services and as a result they approached our firm to take over their audit and tax consulting services.

CHAIRPERSON: Yes. No it is just interesting that in the last year – your last year of employment at SARS you get pulled in by a colleague to be involved in auditing Bosasa and you resign immediately after that. You get employed in a certain firm. Within a few months they get Bosasa work. That is why I am asking whether you may have had a
20 hand in getting that firm being appointed as external auditors for Bosasa.

MR PETRUS STEPHANUS VENTER: Chair I can confirm that I – my role in the Bester Viljoen Incorporated firm was to do a bit of marketing due to my ...

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Previous employment at SARS.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And as a result of that...

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: I approached various clients.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: But Bosasa also became aware of the fact that I was not employed at SARS anymore.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And luckily for us they accepted the appointment.

10 **CHAIRPERSON:** Yes.

MR PETRUS STEPHANUS VENTER: At the time. Yes it was a good audit. The fees were good.

CHAIRPERSON: Yes. Well I guess that your background having been involved at SARS may have been something that clients would have considered.

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: An additional advantage for the firm that you had joined.

MR PETRUS STEPHANUS VENTER: Yes Chair because of the knowledge that I have gained.

CHAIRPERSON: Ja.

20 **MR PETRUS STEPHANUS VENTER:** At the South African Revenue Services.

CHAIRPERSON: Okay thank you.

ADV REFILOE MOLEFE: Thank you Chair. Now in the – in your last year of employment with SARS do you recall if there were any audit queries that were raised by SARS in relation to Bosasa?

MR PETRUS STEPHANUS VENTER: No it was just an audit and I cannot remember

which company or – I think it was the main company Bosasa Operations that was audited so it was just a normal audit that was conducted by the – by my colleague previously working at SARS.

ADV REFILOE MOLEFE: When I earlier asked you from when Bester Viljoen started performing audit functions for Bosasa you said early in 2006. However in paragraph 8.5 of your statement you state there from around early 2005 onwards. So which of the two years is it?

MR PETRUS STEPHANUS VENTER: I am just maybe Chair just to explain that. I think the first year that we conducted the audit was 2006. So we might have been
10 appointed during 2005 but the audit was for the 2006 financial year.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Yes and did the auditing firm Bester Viljoen still go by that name moving forward from the year 2006 and onwards?

MR PETRUS STEPHANUS VENTER: No Chair the name changed. Partners would come and go – would resign and new partners will come on board and as a result of that the name would change as new parties will come on board.

ADV REFILOE MOLEFE: Okay and what is the firm know as today?

MR PETRUS STEPHANUS VENTER: It changed from Bester Viljoen Incorporated, it changed to Masing Viljoen Incorporated and then it changed D’Arcy-Herrman
20 Incorporated.

ADV REFILOE MOLEFE: Yes. You mentioned three services that were provided by Mr Viljoen which is now D’Arcy-Herrman as you say and you said it was auditing, secretarial services and tax related services. Now of these three roles in which role were you involved?

MR PETRUS STEPHANUS VENTER: I was in the tax side, tax consulting Chair.

ADV REFILOE MOLEFE: In performing the mentioned tasks who within Bosasa did the D'Arcy-Herrman deal with for the purposes of providing these services?

MR PETRUS STEPHANUS VENTER: The point of entry was the former CFO, Mr Andries van Tonder.

ADV REFILOE MOLEFE: And were there any internal auditors employed within Bosasa?

MR PETRUS STEPHANUS VENTER: Chair as far as I know, no. There were not any.

ADV REFILOE MOLEFE: So you dealt directly with Mr Andries van Tonder?

MR PETRUS STEPHANUS VENTER: Directly with Mr Andries van Tonder, yes.

10 **ADV REFILOE MOLEFE:** And how was your relationship with Mr Andries van Tonder?

MR PETRUS STEPHANUS VENTER: He was always my point of entry into the organisation. We became very good friends.

CHAIRPERSON: Just remind me what his position at Bosasa was again?

MR PETRUS STEPHANUS VENTER: Chair he was the former CFO of the Bosasa Group.

CHAIRPERSON: Thank you.

ADV REFILOE MOLEFE: Yes, you were still telling the Chair about your relationship with Mr Andries van Tonder.

20 **MR PETRUS STEPHANUS VENTER:** We became good friends and Mr Andries van Tonder also invited me and one, the audit partner at the firm D'Arcy-Herrman, on hunting trips. So we became good friends.

ADV REFILOE MOLEFE: Did you only meet Mr van Tonder when you were involved in the auditing of Bosasa or did you know him prior to that?

MR PETRUS STEPHANUS VENTER: I met him when I was still with SARS.

ADV REFILOE MOLEFE: With SARS?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And in which year was this?

MR PETRUS STEPHANUS VENTER: That was in and around 2004.

ADV REFILOE MOLEFE: Yes. Now in paragraph 11 of your statement you speak of certain events that transpired in or around the year 2014. Can you tell the Chair what happened in this year?

MR PETRUS STEPHANUS VENTER: Chair paragraph 11 relates to the SeaArk, the company SeaArk which was a prawn facility down in Port Elizabeth. Bosasa, I do not know whether you say grow prawns or farm with prawns, but they specialised in that.

10 They actually grew quite a bit of prawns, but due to bad publicity at the time the banks would not finance the project or the business so they could not carry on. So they had to close it down and they actually moved it up to Krugersdorp.

ADV REFILOE MOLEFE: Okay. Before you go into SeaArk. Can you confirm the spelling of SeaArk please?

MR PETRUS STEPHANUS VENTER: Yes. It is Capital S-E-A Capital A-R-K.

ADV REFILOE MOLEFE: And is this a private company?

MR PETRUS STEPHANUS VENTER: It is a subsidiary company of the Bosasa Group.

ADV REFILOE MOLEFE: Okay and you were explaining that the main function of SeaArk related to growing prawns, as you put it?

20 **MR PETRUS STEPHANUS VENTER:** That is right.

ADV REFILOE MOLEFE: Now are matters relating to SeaArk mentioned in your first statement or the first statement which is marked S8 and as referred to in Mr Agrizzi's evidence?

MR PETRUS STEPHANUS VENTER: Yes, correct. Chair Mr Agrizzi and I, I just want to open up there, Mr Agrizzi testified at the Commission that I informed them that in

order to retain the assessed loss of the company I advised them to issue fraudulent invoices which is totally incorrect.

ADV REFILOE MOLEFE: Okay. Before we go further, what is an assessed loss and now here you are going to have to explain it in simple terms for everyone to understand?

MR PETRUS STEPHANUS VENTER: An assessed loss would be where a company incurs a huge sum of expenses and only a little income. So it would cause a lot. The expenses exceeded the income. There is a loss and for tax purposes as long as the company shows that it is trading they can carry forward the assessed loss which you
10 then can offset against future profits. Meaning you would not pay tax until you have exhausted the loss that is carried forward.

ADV REFILOE MOLEFE: Now you earlier mentioned that in Mr Agrizzi's evidence he stated that you had advised relative to this assess loss. Before we go into who advised and who did not, who had calculated the assessed loss in relation to SeaArk?

MR PETRUS STEPHANUS VENTER: The company would calculate the own assessed loss. Then the auditors would conduct an audit confirming the assessed loss.

ADV REFILOE MOLEFE: So when you say the company in this respect it is SeaArk that calculated this?

MR PETRUS STEPHANUS VENTER: SeaArk itself and its accountants would then
20 compile their own financial statements which will then result or showing the loss and the auditors will then conduct the audit confirming that. That is correct.

ADV REFILOE MOLEFE: When, yes; when the auditors confirm this as you say do they play any role insofar as the calculation of this loss?

MR PETRUS STEPHANUS VENTER: They would check the validity for tax purposes, but no the company would calculate the loss.

ADV REFILOE MOLEFE: Now what does one make of an assessed loss insofar as SARS? In other words what would be the repercussions or benefit if any to accompany if a company has an amount that is specified as an assessed loss?

MR PETRUS STEPHANUS VENTER: Any future profits will be offset against that and no tax will be paid on future profits until the loss is exhausted.

CHAIRPERSON: Let us just go back, one step back. When you were explaining the role of the accountants of a company and the role of auditors in relation to assessed loss you said the internal accountants of the company and you must just tell me if I did not understand correctly would calculate the loss and then the auditors would look at
10 that loss and check the validity of I assume both the calculations and that in fact it is a loss. Is that correct?

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: So in other words the auditors would seek, in the end would the auditors have to give an opinion whether indeed a certain amount is what you call an assessed loss?

MR PETRUS STEPHANUS VENTER: Chair maybe just to elaborate on that. The auditors would, they would check the calculation which is the income and the expenses.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: To some extent.

20 **CHAIRPERSON:** Yes.

MR PETRUS STEPHANUS VENTER: Based on various factors and then they would also consider various aspects for example did this company really trade.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Because from a tax point of view we would then claim that loss.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Submit it to SARS and SARS would allow it or disallow it or query it.

CHAIRPERSON: Yes. So in effect would the company accountant say this is how this loss was incurred and this is how much the loss is? The company was trading at the time when these losses or this loss was not kept and it is still trading and then your job as the job of auditors would be to confirm that indeed that was a loss and to confirm that the calculations were correct and to confirm that the company was at the time trading.

10 **MR PETRUS STEPHANUS VENTER:** Those are all the factors Chair.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: You are right.

CHAIRPERSON: Thank you.

ADV REFILOE MOLEFE: Thank you Chair. Now in relation to SeaArk we were going to go to the first statement. That would be EXHIBIT S8 Chair and in this statement reference to SeaArk appears on page AA929 under paragraphs 21 to 25. Mr Venter in paragraph 21 which through the Chair I would request you to read into the record there is mention of SeaArk and this assessed loss. Can you read into the record what paragraph 21 states?

20 **MR PETRUS STEPHANUS VENTER:** It says:

“Pursuant to the closure of SeaArk Gavin Watson in a meeting clearly stipulated that he did not want to lose the assessed loss of R138 498 378 as at the 2012 tax year and Gavin Watson insisted rather more instructed that both Andries van Tonder and I do everything possible to maximise the use of the loss by

filtering the tax exposure of profits into other operations via the entity.”

ADV REFILOE MOLEFE: Now do you confirm whether that is true and correct?

MR PETRUS STEPHANUS VENTER: Chair these, especially these paragraphs which relate to SeaArk I did mention it that some of the wording was copied word for word from Mr Andries van Tonder’s statement into mine. I can just explain to you what I know, but I can recall that, remember that Mr Gavin Watson did not want to forfeit the assessed loss. That is true.

CHAIRPERSON: But do you, in substance are you able to say what is said in
10 paragraph 21 is correct? In substance are you able to say it is factually correct?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Okay, alright. Thank you.

ADV REFILOE MOLEFE: Thank you. Can you proceed?

CHAIRPERSON: But apart from that, I am sorry.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Apart from that did you want to elaborate or say anything in regard to what is in paragraph 21?

MR PETRUS STEPHANUS VENTER: No, I think as we go on Chair.

CHAIRPERSON: Okay.

20 **MR PETRUS STEPHANUS VENTER**: I will elaborate.

CHAIRPERSON: Okay, thank you.

ADV REFILOE MOLEFE: Thank you. You were going to explain to the Chair having confirmed the truthfulness and correctness of paragraph 21 of the first statement matters related to this assessed loss in respect of SeaArk. You confirmed that Mr Watson did want to retain the status of an assessed loss and your earlier evidence

was that insofar as the role of auditors it would be to confirm the correctness of the calculations of an assessed loss. So did you confirm as D'Arcy-Herrman Auditors to Bosasa, did you confirm the correctness of this amount?

MR PETRUS STEPHANUS VENTER: Yes, we did.

CHAIRPERSON: Well Mr Venter I just want to explain something in relation to paragraph 21 to you which will apply to other paragraphs about which maybe you have some, may have some concerns like you have just said that this paragraph is one of those that were identical to someone else's paragraph in some affidavit. When for example you are asked as I did a minute ago whether you confirm that in substance
10 this paragraph is correct just be alive to the fact that for example if as is the case here, here they talk about what was said in a meeting. For example here they say Mr Gavin Watson said something in a meeting. If you do not remember whether it was in a meeting or somewhere else then you need to say I do remember that this was said, but I do not remember whether it was in a meeting or not. So I just want to alert you.

MR PETRUS STEPHANUS VENTER: Thank you Chair.

CHAIRPERSON: Because you may be cross-examined later on. So you need to satisfy yourself that when you say this is in substance correct it is in substance correct, okay.

MR PETRUS STEPHANUS VENTER: Indeed, thank you Chair.

20 **CHAIRPERSON:** But here you stand by what you have said in regard to paragraph 21/

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Okay, thank you.

MR PETRUS STEPHANUS VENTER: Chair, but I also want to just mention that although some of the wording does come from the affidavit of Mr Andries van Tonder I also mentioned in the beginning that it is one of the paragraphs that was amended by

Mr Agrizzi.

CHAIRPERSON: Yes, okay alright.

ADV REFILOE MOLEFE: Thank you Chair. Now the latter part of paragraph 21 states there that Mr Watson instructed or rather more; insisted or rather more instructed that both yourself and Mr Andries van Tonder do everything possible to maximise the use of the loss and the last part says there:

“...by filtering the tax exposure of profits in other operations via
the entity.”

Was there anything untoward this process or rather this approach that Mr Watson
10 wanted to adopt?

MR PETRUS STEPHANUS VENTER: Chair to answer that according to my knowledge I do not think so and why I am saying so is I have also advised them during this stage that when the SeaArk Project came to a need that would they rent out some of the catering equipment that they have been using in this process. Trading or renting out the leasing of equipment to constitute trade for tax purposes. That I advised them. Due to the fact that Mr Watson did not want to forfeit this loss. I did advise him that they could actually look at that.

ADV REFILOE MOLEFE: Yes and you do deal with that in the latter portion of your paragraph 11. Now going back to the first statement, can you please read into the
20 record paragraph 22 which also appears at pages AA929 of EXHIBIT S8?

CHAIRPERSON: I am sorry. Before he goes there can you explain please that last sentence of or is this paragraph one long sentence?

“Mr Gavin Watson said that you and Mr van Tonder should do
everything possible to maximise the use of the loss by filtering
the tax exposure of profits in other operations via t the entity.”

What exactly did that mean? What were you supposed to do?

MR PETRUS STEPHANUS VENTER: Chair I am not too sure. I am not too sure. I cannot recall that it is my wording that is in that paragraph, but that is why I have elaborated that we had to look or I did advise Mr van Tonder the leasing of equipment would be able to, would stand in terms of motivating that the company was trading at the time. That is all I can actually explain there. I would not be able to explain that last sentence in that paragraph.

CHAIRPERSON: Well that is sounds strange to me Mr Venter because Counsel asked you a few minutes ago whether there was anything untoward in regard to what
10 Mr Gavin Watson was saying you and Mr Andries van Tonder should do and she referred to that last point in that paragraph and you said you did not think there was anything untoward. Now I cannot understand why you would not think there is anything untoward if you do not even understand what it means.

MR PETRUS STEPHANUS VENTER: Chair just to elaborate there I was not involved in anything illegal. So therefore I think in my opinion everything that was done was done correctly. If anything was done untoward I would know about it.

CHAIRPERSON: Yes, but Counsel says to you look at the last sentence of paragraph
21. That is what she was drawing your attention to and that last sentence says:

20 “You and Mr van Tonder were asked to do everything possible
to maximise the use of the loss by filtering the tax exposure of
profits in other operations via the entity.”

Now if you do not know what that means I do not understand how your answer can be no there was nothing untoward in doing that or in being instructed to do that.

MR PETRUS STEPHANUS VENTER: Chair I think I explain it more in a sense of if I go back to my affidavit now where Mr Agrizzi explained that I advised that invoices

should be fabricated in order to achieve certain things. I was not involved in any of that, but yes from a tax point of view advising them as to how they can utilise the assessed loss in the form of or not forfeiting the assessed loss. I surely did advise them, you know, about what to do.

CHAIRPERSON: So are you saying that you did not understand this instruction from Mr Gavin Watson to you and Mr van Tonder?

MR PETRUS STEPHANUS VENTER: According to my knowledge Mr Gavin Watson did not want to forfeit the loss and as a result of that that is where the training part comes in where I advise them about leasing out the equipment. That is what I am
10 trying to explain here Chair.

CHAIRPERSON: So do you know or do you not know whether Mr Gavin Watson instructed you and Mr van Tonder to filter the tax exposure of profits in other operations via the entity?

MR PETRUS STEPHANUS VENTER: No Chair.

CHAIRPERSON: You do not know whether he gave that instruction?

MR PETRUS STEPHANUS VENTER: *Ja*, I am not aware of that.

CHAIRPERSON: At any stage?

MR PETRUS STEPHANUS VENTER: No, no. I know he was concerned about forfeiting the assessed loss.

20 **CHAIRPERSON:** Yes.

MR PETRUS STEPHANUS VENTER: But that is what I know.

CHAIRPERSON: Okay. Other than that is there anything you do not understand in paragraph 21?

MR PETRUS STEPHANUS VENTER: Chair the part that you are referring to that I do everything possible to maximise the use of the loss by filtering the tax exposure of

profits into other operations. I think what it refers to is that the company's nature of the business changed. The company was then utilised to, as a supply chain. The company name changed. The company's nature of the business changed to Bosasa Supply Chain Management and all the purchases went through this entity. Maybe that is what this; that last part of that sentence refers to.

CHAIRPERSON: But you are not sure?

MR PETRUS STEPHANUS VENTER: I am not sure.

CHAIRPERSON: *Ja.*

MR PETRUS STEPHANUS VENTER: That is why I think it refers to that.

10 **CHAIRPERSON:** Hm, but if it means what you are saying did Mr Gavin Watson give an instruction to that effect?

MR PETRUS STEPHANUS VENTER: Hm.

CHAIRPERSON: To you and Mr van Tonder?

MR PETRUS STEPHANUS VENTER: I do not know Chair. He could have given it to Mr van Tonder.

CHAIRPERSON: *Ja.*

MR PETRUS STEPHANUS VENTER: But I cannot recall.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: That any instruction was given to me personally.

20 **CHAIRPERSON:** Okay. I go back to my question. Is there anything else in paragraph 21 that you do not understand? Remember you raised the concern that this paragraph was taken from somebody's else's affidavit as it is and then I asked you to say whether nevertheless in substance it is correct and you said in substance it is correct. We have now learnt that you do not understand that instruction in the last sentence, but I just want to make sure that whether there is anything else you do not understand in that

paragraph or.

MR PETRUS STEPHANUS VENTER: No I think.

CHAIRPERSON: You understand everything else?

MR PETRUS STEPHANUS VENTER: I understand.

CHAIRPERSON: Okay, alright. Ms Molefe.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter in your answer earlier to the Chair you stated that you were not involved in any illegality in the maximising or, *ja* maximising use of the loss. Now am I correct to understand that there was room for illegality insofar as maximising this assessed loss? Could, let me rephrase the question before you answer.

MR PETRUS STEPHANUS VENTER: *Ja*, please.

ADV REFILOE MOLEFE: Could there have been any unlawful action taken by Bosasa or rather SeaArk in this case in maximising the use of this assessed loss?

MR PETRUS STEPHANUS VENTER: Not what I can think about other than maybe I mean as the auditors we would have conducted the audit on all the activities, all the transaction in the company and as a result of that I cannot recall that we issued a qualified report on that. So Chair I think that maybe explains it a little bit better that from an external point of view from my colleagues conducting the audit they would have picked anything that has been unlawful from an auditing point of view.

20 **ADV REFILOE MOLEFE:** Thank you. Can you then move to paragraph 22 still on AA929 of S8? Can you please read paragraph 22 into the record?

MR PETRUS STEPHANUS VENTER: “Andries van Tonder was instructed to change the main business of the company to incorporate provision for the company to utilise the assessed loss by inflating the purchase price of the raw materials to other

contracts thereby utilising the company SeaArk as the newly changed Bosasa Supply Chain which would handle all major purchases for the group. Reselling the goods at the mark-up thereby effectively reducing the profits of the other entities and averting having to pay tax on profits.”

ADV REFILOE MOLEFE: Now do you have any knowledge on the truthfulness of correctness of this paragraph?

MR PETRUS STEPHANUS VENTER: Chair the name did change. The nature of the business did change and all the purchases did go through this company. This company
10 in actual fact became the supply chain for the group and whether they have inflated prices there I would not know. My colleagues would have audited that and nothing untoward was found with the audit. So I cannot confirm any illegal activity in the paragraph.

ADV REFILOE MOLEFE: Now do you know why it would have been necessary to what seems as though it was an interpose through SeaArk in relation to Bosasa? Do you know why the main business of SeaArk was changed?

MR PETRUS STEPHANUS VENTER: I cannot comment on that Chair. I mean.

CHAIRPERSON: You have no knowledge?

MR PETRUS STEPHANUS VENTER: I have no knowledge about that.

20 **CHAIRPERSON:** Okay.

ADV REFILOE MOLEFE: But you know that the main business of SeaArk was changed?

MR PETRUS STEPHANUS VENTER: But it did change.

ADV REFILOE MOLEFE: And what implication did this have on the tax implication of SeaArk?

MR PETRUS STEPHANUS VENTER: Other than leasing out the equipment which I recall they did do in order to regain the loss they did do the supply chain through Bosasa Supply Chain Company and this company did make profits if I remember correctly and it was offset against the loss. So they did utilise the loss by doing this.

ADV REFILOE MOLEFE: Now did you have any involvement in changing the main business of SeaArk whether it be for your advice or through any other involvement?

MR PETRUS STEPHANUS VENTER: No, not at all Chair.

ADV REFILOE MOLEFE: Do you know on whose advice the company's main business was changed?

10 **MR PETRUS STEPHANUS VENTER:** I think and that is my opinion I think it was based from an internal decision that was made.

ADV REFILOE MOLEFE: And insofar as SARS is concerned do you know whether there was anything untoward in the change of the main business?

MR PETRUS STEPHANUS VENTER: No, not as far as I know Chair.

ADV REFILOE MOLEFE: Did D'Arcy-Herrman or yourself as a tax consultant have any discussions surrounding the change of the main business?

MR PETRUS STEPHANUS VENTER: Chair I think definitely from an auditing point of view they would have discussed that with the audit partner as he would have audited that, the change of the nature of the business and the name and everything. So I
20 cannot comment on that, but surely my colleagues could be able to do that.

ADV REFILOE MOLEFE: And did the change of the main business have any impact on the costs to SeaArk or Bosasa?

MR PETRUS STEPHANUS VENTER: The cost did go through Bosasa Supply Chain Management and it was actually sold on to two various companies in the group which obviously I cannot confirm that it was inflated, but surely Bosasa Supply Chain had the

benefit of deducting the cost against or the profits that were made on the sale of those goods could have been utilised against the assessed loss and obviously the other companies in the group would have claimed those expenses.

ADV REFILOE MOLEFE: So if I understand it correctly this change in the main business increased this assessed loss that you earlier spoke of?

MR PETRUS STEPHANUS VENTER: No. Bosasa Supply Chain would have, you know, if I remember correctly they did make profits year by year after they have changed the nature of the business and they were able to offset those profits against the loss.

10 **ADV REFILOE MOLEFE:** So you are saying that there was no impact on the assessed loss status that SeaArk had at that moment?

MR PETRUS STEPHANUS VENTER: The impact it had was that no tax would have been paid in Bosasa Supply Chain Management because the profits were offset for a number of years against a loss. So it had definitely an impact on the company.

ADV REFILOE MOLEFE: Yes. Can you then go back to page AA929 of S8? Can you go to paragraph 23 of that statement? Can you please read that into the record?

MR PETRUS STEPHANUS VENTER: Paragraph 23:

20 “The value of this created an opportunity to evade tax on an amount of R38 779 546. I was told that the documents and processes were fraudulently manufactured in order to win the SARS investigation by satisfying them that SeaArk did trade for tax purposes, which allowed the company to carry forth the assessed loss for future tax years.”

ADV REFILOE MOLEFE: Do you have any knowledge on the truthfulness or correctness of this paragraph?

MR PETRUS STEPHANUS VENTER: Chair what I can actually elaborate on there is

that at the time when SARS conducted an audit on the SeaArk company I filled in the services of a well-known tax attorney to assist me in order to answer this – to formulate the answers on the SARS query and as a result of that I made use of a professional person who assisted me and based on the information that was made available to the two of us we successfully defended the assessed loss. We weren't involved in anything unlawful.

CHAIRPERSON: Well the question that's been put to you is whether you know what is said in paragraph 23 to be true is what is said in paragraph 23 true?

MR PETRUS STEPHANUS VENTER: No it's not, according to my knowledge Chair
10 no it's not true.

CHAIRPERSON: What parts of it are not true, what parts of it are true or is the whole of paragraph 23 untrue or is the position that you don't know whether it's true or not?

MR PETRUS STEPHANUS VENTER: Chair the reason why I'm saying it's not true is that we didn't – it actually says that the opportunity to evade tax on an amount of R38million I was told that the documents and processes were fraudulently manufactured, I am not aware of any of those information in this paragraph 23.

CHAIRPERSON: The first sentence you don't know whether that's correct or that one you have no problem with that one?

MR PETRUS STEPHANUS VENTER: Chair according to me they are referring to tax
20 evasion there, I am not aware of any tax evasion that happened in that company.

CHAIRPERSON: So you would not adopt paragraph 23 as your evidence?

MR PETRUS STEPHANUS VENTER: It's not mine.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you Chair. And you have just testified that you don't know whether there were any invoices fraudulent, documents and processes rather,

fraudulent manufactured in order to win the SARS investigation.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Is there anything that you wish to bring before the Chair in relation to paragraph 23?

MR PETRUS STEPHANUS VENTER: Not, Chair I disagree of that because as I actually explained that I did make use of another professional person to assist me and all the information that was made available to us we used that documents, we can't confirm the validity of that as it was given to us by the Bosasa Group, Mr van Andries van Tonder.

10 **ADV REFILOE MOLEFE:** So then you wouldn't know whether documents and processes were indeed fraudulently manufactured.

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: Because as I understand it you look at what is given to you and you work on the best of that is given to you?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Can we then move to paragraph 24, still on A29 S8, please read that into the record.

MR PETRUS STEPHANUS VENTER: Paragraph 24:

20 "SARS stipulated that proof had to be submitted to substantiate the claims and the argument of trade. Such proof was then fraudulently drawn up as a result of the changes made and the submissions made SARS granted the allowance of the assessed loss."

ADV REFILOE MOLEFE: Do you know whether that statement is true or not?

MR PETRUS STEPHANUS VENTER: I'm not aware of anything that was fraudulently drawn up, I can't confirm that.

ADV REFILOE MOLEFE: Do you have any knowledge on whether SARS stipulated that proof had to be submitted to substantiate the claims and the argument of trade such proof which is said to have been fraudulently drawn up?

MR PETRUS STEPHANUS VENTER: Yes that was part of the SARS query, that Bosasa had to prove trade in order to retain the loss, yes, that was important, the trade aspect thereof was very important.

ADV REFILOE MOLEFE: In substantiating this claim in the argument of trade?

MR PETRUS STEPHANUS VENTER: I can only comment to the extent of the trade portion Chair.

10 **CHAIRPERSON:** Yes as I understand what you are saying is you're confirming that you know that SARS required proof to be submitted that would substantiate the claims including the argument of trade, that you confirm that you know that SARS required that?

MR PETRUS STEPHANUS VENTER: Yes, that I can confirm.

CHAIRPERSON: Yes okay, in that paragraph is that all you can confirm?

MR PETRUS STEPHANUS VENTER: That's all I can confirm.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: And in submitting the substantiation that was requested also by SARS what was D'arcy-Herrman's involvement in that respect, if any?

20 **MR PETRUS STEPHANUS VENTER:** That's where we – we would submit – would answer the query on behalf of the client and that's where I made use of the external consultants expertise as well, what was submitted on our letterhead, we formulated the response to SARS on our letterhead.

ADV REFILOE MOLEFE: But as you had earlier testified you don't actually interrogate what is given to you by the client in respect SeaArk, you accept it for what it is and you

work based off that document?

MR PETRUS STEPHANUS VENTER: Correct that's how we would do it?

ADV REFILOE MOLEFE: And this is what happened in this case?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Of course you would query what the client gives you if it doesn't make sense to you, isn't it?

MR PETRUS STEPHANUS VENTER: Yes, correct Chair.

CHAIRPERSON: So you would not query it if everything seemed to be okay?

MR PETRUS STEPHANUS VENTER: Correct.

10 **CHAIRPERSON:** Okay.

ADV REFILOE MOLEFE: Thank you Chair. Can we then move to S8 again page AA930, at paragraph 25, can you please read that into the record?

MR PETRUS STEPHANUS VENTER: Paragraph 25:

"The value of the fraudulent claims on SeaArk is as follows ..." [then a calculation] "the assessed loss was R138 498 378 at 28%"

So the tax value, the value of the assessed loss was R38 779 546.

"Expenses and equipment write-offs allowed by SARS pursuant to an investigation triggered."

20 **ADV REFILOE MOLEFE:** Do you have any knowledge of that paragraph, of the correctness of that paragraph?

MR PETRUS STEPHANUS VENTER: Yes Chair this is in actual fact correct because that was an assessed loss, the 28% is R38million and the loss resulted due to various write-offs.

ADV REFILOE MOLEFE: Now Mr Venter in the opening of paragraph 25 ... (intervention)

MR PETRUS STEPHANUS VENTER: Oh sorry, sorry about that.

ADV REFILOE MOLEFE: Let me finish, it talks about the value of the fraudulent claims, are you saying that that is true in this case?

MR PETRUS STEPHANUS VENTER: Sorry Chair, I just want to correct myself there, the calculation part from there downwards is correct, but the sentence, the value of the fraudulent claim on SeaArk is as follows; I can't confirm that.

CHAIRPERSON: Is your query the adjective fraudulent, other than that you would be happy with that paragraph?

MR PETRUS STEPHANUS VENTER: Yes, yes.

10 **CHAIRPERSON:** So if it said the value of the claims on SeaArk were as follows then you would be happy with that?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you Chair, I am advised that it is now 11:15, would this be a convenient time to take the short adjournment?

CHAIRPERSON: Yes, okay, we will take the tea adjournment and resume at half past eleven. We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

20 **CHAIRPERSON:** You may proceed Ms Molefe.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter before the short adjournment we were still dealing with issues surrounding SeaArk and the assessed loss. Now before the introduction of SeaArk into the picture and so far as Bosasa is concerned the way I understand this is that the original position is such that Bosasa would procure whatever it is, what it is they sought, directly from the supplier, is this correct?

MR PETRUS STEPHANUS VENTER: Can you just rephrase that, are you referring
...(intervention)

ADV REFILOE MOLEFE: Before the introduction of SeaArk as a supply
...(intervention)

MR PETRUS STEPHANUS VENTER: Oh before the supply chain?

ADV REFILOE MOLEFE: Yes, the position is such that Bosasa would procure directly
from a supplier?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now with the introduction of SeaArk, SeaArk would then
10 stand in place of Bosasa and procure from the supplier at a certain amount.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And SeaArk would then on-sell to Bosasa?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now you earlier said that you have no knowledge on
whether there was any inflation of costs insofar as SeaArk's involvement, is that
correct?

MR PETRUS STEPHANUS VENTER: Yes Chair maybe I can just elaborate on that, I
mean from a business perspective a company would sell goods at a profit so they
would put up a mark-up but as to what the mark-up would be and how they've
20 determined that I wouldn't be able to explain.

ADV REFILOE MOLEFE: Okay perhaps let me make an example of simple values,
with a – before the introduction of SeaArk Bosasa would procure services directly from
the supplier at a cost of say R10, right. Now with the introduction of SeaArk, SeaArk
would procure it from whatever amount we can stick to R10, we don't know what
amount they would use, then SeaArk on-sells to Bosasa at say an amount of R12, and

in this amount of R12 you don't know whether this amount was in fact inflated, so it could have been higher than R12, is that correct?

MR PETRUS STEPHANUS VENTER: Correct ja I wouldn't know.

ADV REFILOE MOLEFE: So SeaArk then makes a profit of R2, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Based on the figures we're working on.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And this amount of R2 is offset against the assessed loss, is this correct?

10 **MR PETRUS STEPHANUS VENTER:** Correct.

ADV REFILOE MOLEFE: And SeaArk then pays no tax, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now when SeaArk on-sells to Bosasa at – we're working with the amount of R12 Bosasa is now paying through the interpose of SeaArk Bosasa is now paying an increased amount of R2 which therefore reduces its profits, is that correct?

MR PETRUS STEPHANUS VENTER: That's correct yes.

ADV REFILOE MOLEFE: And therefore Bosasa would be paying less tax, is that correct?

20 **MR PETRUS STEPHANUS VENTER:** No it's – ja you're correct because the expenses are more.

ADV REFILOE MOLEFE: The expenses are more certainly.

MR PETRUS STEPHANUS VENTER: Correct yes.

ADV REFILOE MOLEFE: Now are you saying through interpose of SeaArk at whatever value it on-sells to Bosasa, SeaArk being a subsidiary of Bosasa, that there is

no opportunity for tax fraud?

MR PETRUS STEPHANUS VENTER: If they inflate the price to, which is maybe excessive that could lead to that, and I wouldn't know whether that was excessive, my audit division would have audited that.

ADV REFILOE MOLEFE: But you wouldn't know whether the amount was inflated or not?

MR PETRUS STEPHANUS VENTER: If they've inflated it more than – look Chair I don't know what they decided what the price would be on this example, had they bought the goods for R10 and on-sold it for R12, maybe R14, I don't know, but the
10 higher they would sell it yes then they've inflated the price, I don't know how they've determined what the price would be.

ADV REFILOE MOLEFE: That's fine, now going back to the interpose of SeaArk would the question, would that not beg the question why the interpose of introduction of SeaArk into this process.

MR PETRUS STEPHANUS VENTER: Thinking about yes by doing it the way you've just explained it which is the way it happened, they definitely benefitted by using the loss, by using the company which would then make a profit to on-sell and those profits they didn't pay tax on that, but you're right, that's what happened.

ADV REFILOE MOLEFE: So I go back to my question, do you not think that this could
20 have created an opportunity for tax fraud, whether that actually happened or not?

MR PETRUS STEPHANUS VENTER: Chair maybe it could have but I rely on my audit division to have done a proper job to have established that and they – SeaArk or Supply Chain Management each year got a clean report so I basically go on that, I can't comment other than that.

CHAIRPERSON: Well Ms Molefe maybe the problem is talking about an opportunity

for tax fraud, because opportunities for something illegal always there are many things, so what would be important is whether he has any knowledge that fraud occurred?

ADV REFILOE MOLEFE: Certainly Chair well it seems to me Mr Venter is ... (intervention)

CHAIRPERSON: So if there was an opportunity for fraud but we don't know whether it was used then it doesn't help much ja, so it helps if he knows whether – he knows what happened.

ADV REFILOE MOLEFE: Indeed Chair, there will be other evidence in that respect, thank you.

10 **CHAIRPERSON:** Ja.

ADV REFILOE MOLEFE: Thank you. Mr Venter can you then move back to your statement, we've been dealing with paragraph 11 on page 4 of your statement, is there anything further that you would like to bring to the Chair's – sorry Chair ...

CHAIRPERSON: What is it?

ADV REFILOE MOLEFE: I keep pressing the microphone with my thumb, apologies.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Is there anything further that you would like to bring to the attention of the Chair in respect of SeaArk?

20 **MR PETRUS STEPHANUS VENTER:** No Chair I think I've explained what my involvement was, the SARS query that was raised, and that I made use of this external professional attorney, tax attorney, to assist me in order to deal with that, I just want to emphasize on that.

ADV REFILOE MOLEFE: Thank you. In paragraph 13 of your statement, we are now back at Exhibit T10, paragraph 13 of your statement you deal with issues related to TRM, what is TRM?

MR PETRUS STEPHANUS VENTER: TRM is a company ...(intervention)

ADV REFILOE MOLEFE: Perhaps you can – sorry can you please start with the forming of the company.

MR PETRUS STEPHANUS VENTER: Tax Risk Management Services, TRM, it's a company of Dr Daniel Erasmus who is a well-known tax attorney and he was the person who assisted me with the SeaArk query.

ADV REFILOE MOLEFE: How does TRM relate to Bosasa or yourself?

MR PETRUS STEPHANUS VENTER: Chair I would like to mention maybe and I did put it in my statement that I have advised Bosasa that we should make use of the
10 services of Dr Erasmus, of Tax Risk Management Services, they were hesitant because Dr Erasmus is a well-known litigator against SARS for tax, representing taxpayers and they didn't want to attract attention so they asked me to instead of contracting TRM Services themselves I should do it.

ADV REFILOE MOLEFE: Yes and ...(intervention)

CHAIRPERSON: I'm sorry, you should contract TRM yourself, for their benefit

MR PETRUS STEPHANUS VENTER: For their benefit, for the services to be rendered to them.

CHAIRPERSON: Ja, okay.

ADV REFILOE MOLEFE: And when did this conversation take place, can you
20 remember roughly the year?

MR PETRUS STEPHANUS VENTER: That's when the SeaArk audit was started, the SARS audit, I think it's in around 2013 if I'm not mistaken.

ADV REFILOE MOLEFE: And in 2013 was D'Arcy-Herrman still providing auditing services to Bosasa?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Were you still involved in that process?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: As a tax consultant?

MR PETRUS STEPHANUS VENTER: As a tax consultant.

ADV REFILOE MOLEFE: On behalf of D'Arcy?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Okay, so you have this conversation about introducing a company to avert any attention that may be drawn by you call him Dr Erasmus who owned TRM, what then happens?

10 **MR PETRUS STEPHANUS VENTER:** TRM Services would then – I just want to maybe explain this as well, I've made use of a company, a dormant company, which belonged to a family member, to raise the invoices. TRM Services would for the services of Dr Erasmus, Dr Erasmus/TRM Services would invoice this dormant company of a family member which the dormant company was not used, Bosasa asked me to register a new company and I informed them that I've got a dormant company available and as a result of that TRM Services invoiced a company called Miotto ...(intervention)

ADV REFILOE MOLEFE: You deal with that at paragraph 13?

MR PETRUS STEPHANUS VENTER: Yes, Miotto Trading Advisory Holdings, Chair that was the dormant company so I informed them that instead of registering a new
20 company that we could make use of this dormant company and TRM Services would then invoice this Miotto & Advisor Holdings and then Miotto Trading Advisory Holdings would then on-invoice Bosasa to recover the fees for Dr Erasmus, that's the process.

ADV REFILOE MOLEFE: Now in ...(intervention)

CHAIRPERSON: I'm sorry, what was Miotto's – oh you said it was a dormant company?

MR PETRUS STEPHANUS VENTER: It was a dormant company.

CHAIRPERSON: But after you decided to use it was it doing anything other than really being for all intents and purposes just a post box for communication between your company or yourself and Dr Erasmus' company?

MR PETRUS STEPHANUS VENTER: Chair it later if I recall correctly it later became more active, I later used it more actively.

CHAIRPERSON: Okay, alright, but initially not?

MR PETRUS STEPHANUS VENTER: Initially not, it was just a dormant company.

CHAIRPERSON: Ja, but I mean after you started using it for some time it wasn't doing
10 much other than ...(intervention)

MR PETRUS STEPHANUS VENTER: Raising these invoices.

CHAIRPERSON: Yes, okay, but later on it became more active?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Okay, thank you.

ADV REFILOE MOLEFE: Thank you Chair. I do know that Miotto is dealt with in later paragraphs. Now you were explaining the inter-link between TRM, Miotto and Bosasa, so as I understand it TRM would invoice Miotto.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And for what services would TRM specify?

20 **MR PETRUS STEPHANUS VENTER:** For initially it was the services for the tax audit and later it was various other services, whether it was other consultants of TRM that rendered services it would be various other services later on but initially it was just for the tax audit on SeaArk and then I think Bosasa was impressed with the company, Dr Erasmus's company so they also made use of other consultants, associates of Dr Erasmus who was employed in TRM Services.

ADV REFILOE MOLEFE: Yes, but let's go back a bit. So TRM invoices Miotto, and what is specified on the invoice is you said tax – for consulting?

MR PETRUS STEPHANUS VENTER: Ja, it would be tax consulting services.

ADV REFILOE MOLEFE: It would be tax consulting services, what would Miotto then do with that invoice?

MR PETRUS STEPHANUS VENTER: Chair as I was actually explaining in my affidavit is that at some point I was called in by Mr Agrizzi and Mr van Tonder, Mr van Tonder then would see me, they would then dictate the wording of the invoice, of Miotto to Bosasa and then I would issue the invoice.

10 **ADV REFILOE MOLEFE:** Okay, carry on.

MR PETRUS STEPHANUS VENTER: Should I deal with other paragraphs ... (intervention)

ADV REFILOE MOLEFE: No, no, we're still on Miotto and TRM, so TRM invoices Miotto for a specific amount, you would then go to Mr Agrizzi you said and Mr van Tonder.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Introducing a new invoice from Miotto.

MR PETRUS STEPHANUS VENTER: To Bosasa.

ADV REFILOE MOLEFE: To Bosasa, and what would you specify on Miotto's invoice?

20 **MR PETRUS STEPHANUS VENTER:** It all depends the wording that was dictated to me by Mr van Tonder.

ADV REFILOE MOLEFE: So insofar as the amount that would have been invoiced by TRM would Miotto use the same amount or a lower amount or a higher amount?

MR PETRUS STEPHANUS VENTER: Chair the process would be that they would dictate the wording for me and they would also explain to me what the value of the

invoice should be, it was always an inflated value in order to provide for a commission for Mr Agrizzi, Mr van Tonder and myself.

ADV REFILOE MOLEFE: Okay and when Miotto would have this wording that would be dictated by Mr Agrizzi and Mr van Tonder as you said what would be the other references in the invoice, other than what one would think would be for tax consulting services, what other services would Miotto specify in invoicing Bosasa?

MR PETRUS STEPHANUS VENTER: Chair it all depended, they would dictate the wording as it would come up in their heads, I don't know, it would vary, it wasn't any fixed wording that was used, it was wording every time it would, it might have been
10 different, I would have to go and check on the invoices what wording were used, what the description would be but they would dictate the wording to me.

ADV REFILOE MOLEFE: So the wording would be false?

MR PETRUS STEPHANUS VENTER: Would be correct but they would have added something – they would have added to the description.

ADV REFILOE MOLEFE: Well how can that be the case if Miotto is not providing any service to Bosasa?

MR PETRUS STEPHANUS VENTER: That was in order to raise a higher invoice to Bosasa, therefore the description was added to in order to raise a higher invoice to Bosasa.

20 **CHAIRPERSON:** But I think the question is Ms Molefe asked you whether the wording that was dictated to you by Mr Agrizzi or Mr van Tonder was false and as I understood your answer you were not saying it was false and she is now asking how could that wording not be false when in fact Miotto was not providing any service to Bosasa?

MR PETRUS STEPHANUS VENTER: No that's correct Chair, some of it would be correct and the wording added to it would be then not correct.

CHAIRPERSON: But I think the question is more fundamental than that, namely the fact of the matter is Miotto was not providing any service to Bosasa, is that not correct?

MR PETRUS STEPHANUS VENTER: Correct, other than just recovering the fee from TRM Services, but you are correct.

CHAIRPERSON: And what was being done was to make a representation that Miotto was providing certain services to Bosasa which it was not providing, is that right?

MR PETRUS STEPHANUS VENTER: That's correct Chair, I just want to elaborate as well, I did question that but I was told by the two gentlemen not to worry because of them were signing off on those invoices.

10 **CHAIRPERSON**: Do you want to continue?

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter the essence really of my question is there are three companies involved in this process, it's TRM which is the company that's providing the service, is this correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Then there's the introduction of Miotto which is not providing any services to Bosasa is that correct?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: TRM is invoicing Miotto is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

20 **ADV REFILOE MOLEFE**: But now Miotto is in invoicing Bosasa isn't invoicing for any specific service having actually been provided by Miotto is that correct?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: In addition to that Miotto is invoicing at a higher inflated amount than TRM's invoice and this is for purposes of a commission as is stated.

MR PETRUS STEPHANUS VENTER: Correct, correct.

ADV REFILOE MOLEFE: And this commission is shared by amongst other people yourself as well?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now when one considers what the cost implication is to Bosasa and I would make again the same comparison as I did with SeaArk and its interposition insofar as Bosasa would you agree that the same set of circumstances may exist insofar as TRM and Miotto and then Bosasa, except in this case Miotto is not even providing any services to Bosasa.

MR PETRUS STEPHANUS VENTER: That's correct.

10 **CHAIRPERSON:** The invoices that came from TRM went to Miotto, is that right?

MR PETRUS STEPHANUS VENTER: That's correct Chair.

CHAIRPERSON: And were addressed to Miotto is that right?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: And represented did they not that TRM had provided services to Miotto, is that right?

MR PETRUS STEPHANUS VENTER: In actual fact it rendered services to the Bosasa Group Chair.

CHAIRPERSON: Ja, but if they provide an invoice to Miotto one would ordinarily expect that the invoice is on the basis that Miotto is the client, but are you saying that
20 that's not what was reflected in the invoice. The invoice reflected that although the invoice was directed at Miotto but it was for services rendered in respect of SeaArk.

MR PETRUS STEPHANUS VENTER: Or some of the Bosasa companies Chair correct.

CHAIRPERSON: Yes but I am now quite – more interested in how the invoices appeared? What was reflected in the invoices? Did the invoices reflect that TRM had

provided services to or in respect of SeaArk?

MR PETRUS STEPHANUS VENTER: Yes correct Chair.

CHAIRPERSON: They did reflect?

MR PETRUS STEPHANUS VENTER: The description on those invoices.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Would be for – ja, would be like that.

CHAIRPERSON: Yes. So from TRM side they might not have misrepresented anything?

MR PETRUS STEPHANUS VENTER: No.

- 10 **CHAIRPERSON:** In the sense that they would have represented that they had provided services to SeaArk but they were simply sending the invoice to Miotto because that is what they had been told would be the entity that would pay or something?

MR PETRUS STEPHANUS VENTER: Yes correct Chair.

CHAIRPERSON: Yes. But once Miotto issued an invoice to Bosasa for services that had not – it had not rendered then that is where the problem was?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: And of course in the inflation of prices as well?

MR PETRUS STEPHANUS VENTER: Correct Chair.

- 20 **CHAIRPERSON:** Okay thank you.

ADV REFILOE MOLEFE: You earlier confirmed that during the period where Miotto was invoicing Bosasa and through a company that you introduced you were employed with D'Arcy-Herrman?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And D'Arcy-Herrman was still auditing the books of Bosasa?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: So did D'Arcy-Herrman know of your involvement in Miotto?

MR PETRUS STEPHANUS VENTER: No they did not.

ADV REFILOE MOLEFE: And so when they would be providing these auditing rather services to Bosasa in relation to Miotto and the inflated prices that Miotto was charging notwithstanding that no services were actually provided they would not be doing so on – not necessarily correct figures but they would doing so on the basis on a fraudulent invoice basically?

MR PETRUS STEPHANUS VENTER: Ja they would conduct an audit based on the
10 invoice that they would see and that would be I mean the purchases of Bosasa were huge – it was millions so this was just small in relation to maybe a – to select a sample maybe from an auditing point of view.

ADV REFILOE MOLEFE: Yes and in auditing Bosasa this would be on a figure that would have been higher than the figure that would have been used had the invoice been considered in the invoice from TRM, is that correct?

MR PETRUS STEPHANUS VENTER: Correct yes.

ADV REFILOE MOLEFE: So in effect whether intentionally or not the introduction of Miotto also increased the costs of Bosasa, is this correct?

MR PETRUS STEPHANUS VENTER: That is correct.

20 **ADV REFILOE MOLEFE:** Thank you. And did the auditors pick this up?

MR PETRUS STEPHANUS VENTER: No they did not.

ADV REFILOE MOLEFE: Why not?

MR PETRUS STEPHANUS VENTER: I suppose as I explained that it was not in terms of value-wise – even if they have selected that as part of their sample there would be an invoice for that. So they would have checked the invoice and they would have

checked the payment towards that. So that is how they might have checked it.

ADV REFILOE MOLEFE: Now I would assume that they would also check the business function that Miotto ordinarily provides, not so?

MR PETRUS STEPHANUS VENTER: I do not think necessarily that would happen. If they see an invoice they see a payment I think that should be sufficient proof that a transaction took place.

ADV REFILOE MOLEFE: But now just looking at an invoice how does an auditor then test on whether such an invoice is fraudulent or not?

MR PETRUS STEPHANUS VENTER: Chair as I am not the auditor I would not be able
10 to explain that in detail and I would rather not try and attempt to do that.

CHAIRPERSON: Well I guess that auditors would work on the basis of samples and unless they had some information that made them suspect that there was something wrong about a certain invoice they would assume that it should be a legitimate invoice. You do not whether that is how they work?

MR PETRUS STEPHANUS VENTER: I think that is how they work Chair and they would also check whether the amount is material.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: In the bigger scheme of how big Bosasa really is.

20 **CHAIRPERSON:** Ja. Miotto you kind of resuscitated it when it had been dormant. I cannot remember from your statement who was operating Miotto after you resuscitated it?

MR PETRUS STEPHANUS VENTER: I used it Chair for various things.

CHAIRPERSON: You operated it?

MR PETRUS STEPHANUS VENTER: And later I terminated it. It only operated for

approximately two years or so.

CHAIRPERSON: Yes. During the time that you operated it were you reflected as a director or member I cannot remember if it was a CC or were you reflected in – on the records as somebody holding a particular position within Miotto?

MR PETRUS STEPHANUS VENTER: Initially I was – the intention was to change it. The directors – sorry – the directorship and shareholding but it would not have been – it was only used for that single purpose initially, for TRM and later on it was used for other things as well and then it stopped. But I considered myself to be the Financial Manager of the business.

10 **CHAIRPERSON**: Yes and the directors – the directors – the owners of the entity were they aware or that you were operating it?

MR PETRUS STEPHANUS VENTER: It was a family member and I took it over from the family member yes.

CHAIRPERSON: Yes. So on paper not much might have changed but in reality you operated it from a certain time to a certain time?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Yes. And the money – the money that – did it get any money as such other than whatever commission you might have got from Bosasa rising out of its involvement?

20 **MR PETRUS STEPHANUS VENTER**: Yes Chair I did use it later on for various other small transactions as well.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Which was recorded ja in the company.

CHAIRPERSON: Okay. Thank you.

ADV REFILOE MOLEFE: Thank you. Just to take the Chair's question further in

Miotto was other than the family member who owned this company were there any other directors listed in that company?

MR PETRUS STEPHANUS VENTER: Not what I am aware of, no.

ADV REFILOE MOLEFE: Was it only the family member?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Okay and you said that this invoicing by Miotto started in or around the year 2013?

MR PETRUS STEPHANUS VENTER: I do not think – no. Because the company was only resuscitated in 2016 if I remember correctly. So the invoices – thinking about it
10 now Chair obviously then Bosasa must have invoiced them directly at a time. It just makes sense. Then it was changed later on.

ADV REFILOE MOLEFE: So are you now saying that your discussion around the involvement Miotto would have only taken place in the year 2016 and not 2013?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And for how long did this practice continue?

MR PETRUS STEPHANUS VENTER: It stopped when Mr Agrizzi left the Bosasa Group if I remember correctly that was in December 2017. January 2018 I think the last invoice but relating to December 2017.

ADV REFILOE MOLEFE: Well in paragraph 14 on page 7 of your statement you state
20 there that the last invoice issued was in January 2017 and with reference to Mr Agrizzi you say that he left in December 2016?

MR PETRUS STEPHANUS VENTER: Okay. My apologies yes Chair I did not look at paragraph 14. That is correct I am a year out that it stopped in December 2016. January 2017 last invoice.

ADV REFILOE MOLEFE: Thank you.

CHAIRPERSON: So I am sorry. What do we amend there in terms of the year or do we not amend anything?

ADV REFILOE MOLEFE: No Chair.

CHAIRPERSON: Oh.

ADV REFILOE MOLEFE: Mr Venter is changing his oral evidence.

CHAIRPERSON: Oh.

ADV REFILOE MOLEFE: He had earlier stated that the practice stopped likely in January 2018.

CHAIRPERSON: Ja.

10 **ADV REFILOE MOLEFE**: He is now making reference to his statement which is January 2017.

CHAIRPERSON: Okay thank you.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter are there any other further matters that you wish to bring to the attention of the Chair in respect of TRM Miotto and Bosasa?

MR PETRUS STEPHANUS VENTER: No that is it Chair.

ADV REFILOE MOLEFE: Thank you. Now at paragraph 15 you speak of events that took place at the beginning of 2016. Can you please tell the Chair what took place in the year 2016?

20 **MR PETRUS STEPHANUS VENTER**: Chair Bosasa had an – it was not a company of Bosasa it was an independent company called Consilium Business Consultants who was owned by Doctor Smith. I think he was one of the founders of the Bosasa Group if I remember correctly. Doctor Smith registered Consilium Business Consultants many years ago as a labour broker company who would then provide labour broking services to the Bosasa Group. That was – that was the purpose of Consilium and in 2016

Doctor Smith was diagnosed with cancer and I was approached by Andries Van Tonder on behalf of Gavin Watson to take over Consilium Business Consultants as it was not part of the Bosasa Group. So I also – I could not be involved formally in my capacity as part of D'Arcy-Herrman at the time so I – I actually recommended that a family member could become the director and shareholder of the company who actually became the shareholder and director company. And then later on Doctor Smith did pass away and that was – that is what Consilium is all about.

ADV REFILOE MOLEFE: Is Consilium – do you have any knowledge of reference to Consilium in the first statement which we have marked as – which is marked as S8 in

10 Mr Agrizzi's testimony

MR PETRUS STEPHANUS VENTER: Consilium as I have said Chair that it provides a labour broking service to Bosasa Group. Instead of employing the people in the various companies of the Bosasa Group Consilium would employ them. I mean there was no real commercial reason why those employees could not be employed in those various companies but I cannot explain as to why it was done. I just took it over. I managed this company. We handled the payroll. D'Arcy-Herrman would get a fee, a retainer fee every month and we actually paid the employees from the payroll. So it was just a payroll. We would invoice three of the Bosasa companies in order to get the income in. The three companies where most of the people we employed in. We would

20 get the fees in and we would pay the salaries over to those employees.

ADV REFILOE MOLEFE: Okay I need to take you several steps back Mr Venter. Can we refer to page AA924?

CHAIRPERSON: Before – before that can I just find out Mr Venter when you were involved in this company Consilium were you still employed as a tax consultant in the firm what was it known later on D'Arcy-Herrman.

MR PETRUS STEPHANUS VENTER: D-Arcy- Herrman.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: You were still employed there? So your dealings with Bosasa were at two levels, one either as a tax consultant or as somebody involved in this company as well?

MR PETRUS STEPHANUS VENTER: That is correct Chair.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: D’Arcy-Herrman would provide that service
10 because we invoiced Consilium for rendering those services.

CHAIRPERSON: Thank you.

ADV REFILOE MOLEFE: Okay can we go to AA924 of S8. Can you please refer to paragraph 9 in that statement?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Please read that paragraph into the record?

MR PETRUS STEPHANUS VENTER:

20 “All Gavin Watson’s family members who renders no service to the Bosasa Group are also on the payroll. Gavin Watson instructed me to keep this very confidential and I was not allowed to discuss this with anybody else other than him.”

ADV REFILOE MOLEFE: Do you know whether that statement is true or not?

MR PETRUS STEPHANUS VENTER: Chair according – that is where I have made the correction on page 7, paragraph 15 is that I was told that everybody was employed that was on the payroll of Consilium. Consilium had its own external auditors who would then – who would then confirm or check the employment contracts of the various

employees so I did not go and check it myself. I was just told that everybody on the payroll was employed and rendered some sort of a service to the Bosasa Group.

ADV REFILOE MOLEFE: Okay and earlier you have confirmed that Consilium was not a subsidiary to Bosasa it provided labour broking services?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now in paragraph 9 of the first statement as you refer to it, it states there:

“There are no services were rendered to the Bosasa Group by
persons employed”

10 In fact let me not – let me not interpret it as I am doing. My apologies. Paragraph 9 states that:

“No services were provided by Gavin Watson’s family members”.

Do you have any knowledge of that?

MR PETRUS STEPHANUS VENTER: Chair the only knowledge I do have is that some of the family members were paid from the payroll and as far as I know they did render a service. Even Mr Watson’s daughter was paid from there. Mr Watson’s brother was paid from there. So the little bit of knowledge I do have is that they were involved. So the statement there was included by Mr Agrizzi at the time. He amended that paragraph.

20 **ADV REFILOE MOLEFE:** So earlier when you amended your statement on paragraph 15 at page 7 you amended it to read: “as I was told that all the family members of Mr Gavin Watson” and so the sentence continues. Now are you saying that you knew for a fact that they provided a service or are you still sticking to what you say here where you say “I was told that all of the family members of Mr Gavin Watson were rendering services?”

MR PETRUS STEPHANUS VENTER: No I – Chair I was told by Doctor Smith who was a – a very well-known person in the Bosasa Organisation being one of the founder members I believe. He was respected, very well respected. Everybody in the Group whether they would have been a director or not or employee would have gone to Mr Smith – Doctor Smith for advice so I accepted his word that all employees employed in the Consilium company was rendering a service to the company.

ADV REFILOE MOLEFE: And what services were they said to be rendering to the company?

MR PETRUS STEPHANUS VENTER: It would have been various services. That is
10 why I have – just want to come back to my opening statement that I cannot see any reason why they – why they should not have been employed in the company itself because Consilium would invoice those companies, get the fees in and pay them over across. I mean it did not make sense. There was no need for that but that is the way it was done, that is the way I have taken it over.

ADV REFILOE MOLEFE: Okay what services were they said to be rendering?

MR PETRUS STEPHANUS VENTER: They were – those people were employed in various companies in the group whether it was marketing, whether it was advisory, whether it was – it was all sorts of services they would render.

CHAIRPERSON: But the final position is that you have no personal knowledge
20 whether any of Mr Watson's family members did actually provide a service or services you were simply told.

MR PETRUS STEPHANUS VENTER: Told.

CHAIRPERSON: And all you are saying is you assuming that whoever told you was correct?

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you. You earlier mentioned invoicing by Consilium to Bosasa. Can you explain that to the Chair?

MR PETRUS STEPHANUS VENTER: Chair they would – that was the practice that we took over is that the salaries would be various people – a specific person might have rendered services in more than one company so their services would be allocated to three or four different companies and based on the allocations those different companies would be invoices for the services that is rendered in that company. That is how the cost was split into the various companies of the Bosasa Group.

10 **ADV REFILOE MOLEFE:** So

MR PETRUS STEPHANUS VENTER: To make sense.

ADV REFILOE MOLEFE: To which companies would Consilium invoice?

MR PETRUS STEPHANUS VENTER: It was Bosasa Operations, Bosasa Youth Development Centres and I think if I remember correctly Kgwerano Financial Services.

ADV REFILOE MOLEFE: So would these be for different services provided within Consilium to the three companies or would this be a duplication?

MR PETRUS STEPHANUS VENTER: It is – it is normal salary employed people in those companies that was paid.

20 **ADV REFILOE MOLEFE:** Okay no, no you are saying that Consilium would issue invoices to Bosasa, Sondola and Bosasa Youth Development, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And you are saying that these invoice would be for services provided, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And you have earlier stated that as far as you know the –

some of the family members of Mr Watson were employed with Consilium so as I understand it the invoicing of these services would be for those services provided?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now when invoicing each specific entity would this be for the same service provided to each specific entity or would this be a duplication?

MR PETRUS STEPHANUS VENTER: No it is not a duplication it would be for the specific service.

ADV REFILOE MOLEFE: So there would be three invoices issued to Bosasa Operations and this would be for services provided?

10 **MR PETRUS STEPHANUS VENTER:** Correct.

ADV REFILOE MOLEFE: And there would be another invoice to Sondola different from that of Bosasa Operations.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: For services provided and there would be a third invoice to Bosasa Youth Development for services provided?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And how frequent was this invoicing?

MR PETRUS STEPHANUS VENTER: Monthly invoicing because the people we employed in Consilium rendering those services to the various companies.

20 **CHAIRPERSON:** But where – was each invoice that was sent to a particular entity for services rendered to that entity or was the position that services would be rendered to entity A but the invoice in relation to those services would be sent to different entities?

MR PETRUS STEPHANUS VENTER: Chair a spreadsheet was prepared to monitor who was employed in what company and would they render services in more than one company and based on the salaries paid to them that is how the costing were done to

those three entities.

CHAIRPERSON: Ja but ...

MR PETRUS STEPHANUS VENTER: Does that...

CHAIRPERSON: But then my question which may be what part of what Ms Molefe also wanted to know at some stage is if entity A – if services were rendered to entity A and entity A is a Bosasa entity would the invoice that relates to the services render to entity A be sent to entity A only or would another invoice also be sent to another entity but in respect of services rendered to entity A?

MR PETRUS STEPHANUS VENTER: No Chair only to entity A for the services
10 rendered to entity A.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you Chair. And you have confirmed that this was on a monthly basis?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And what was the purposing, just clarify the purpose of invoicing Bosasa on a monthly basis because the way you have explained what is according to your knowledge the services provided by the Watson family members you seem to state that it was in an employee role, they were providing employee services, is that correct?

20 **MR PETRUS STEPHANUS VENTER**: That is correct.

ADV REFILOE MOLEFE: So if they were providing employee services why were they not being paid by Consilium as its employer – as their employer rather?

MR PETRUS STEPHANUS VENTER: That is a good question. I do not see really the purpose for Consilium existing because those people employed in the various companies rendering a service to all the companies in the Bosasa Group they could

have been employed there. So yes I would not be able to explain. I just took it over from Doctor Smith at the time.

ADV REFILOE MOLEFE: So do you know whether Consilium was paying any salaries to these persons who were said to be employed by Consilium?

MR PETRUS STEPHANUS VENTER: Yes they were paying the salaries to the employees employed in Consilium.

ADV REFILOE MOLEFE: So in addition to being paid by Consilium, Consilium is then invoicing the three Bosasa subsidiaries or basically the same thing for salaries as one can [indistinct].

10 **MR PETRUS STEPHANUS VENTER:** To recover the salaries of those employees employed in Consilium. That was the source of Consilium's income was the three invoices to the Bosasa Group.

ADV REFILOE MOLEFE: Now you earlier stated that you were somewhat involved in Consilium, is this correct?

MR PETRUS STEPHANUS VENTER: Excuse me just repeat the question?

ADV REFILOE MOLEFE: Were you involved in Consilium?

MR PETRUS STEPHANUS VENTER: Yes we were handling the payroll for them every month. We took it over from Doctor Smith.

ADV REFILOE MOLEFE: And you individually were you involved in Consilium?

20 **MR PETRUS STEPHANUS VENTER:** No I was not. No.

ADV REFILOE MOLEFE: Okay now in making payment to employees can you make an example of any one employee whom you know would have been paid and how this would have worked insofar as payment by Consilium and invoicing of Consilium to Bosasa subsidiary companies?

MR PETRUS STEPHANUS VENTER: One person for example Mr Peter Arega was

employed in Consilium. He handled all the purchases or the purchase requisitions of goods in the Bosasa Group. So he was employed in the company whatever his employment contract stipulated how much he should be paid that was monitored on the spreadsheet and recovered at month end to the particular Bosasa company.

ADV REFILOE MOLEFE: Can you recall how many employees were paid by Consilium?

MR PETRUS STEPHANUS VENTER: Approximately 25 employees or so.

ADV REFILOE MOLEFE: In paragraph 15.2 of your statement you make reference to payment of various employees, is that correct?

10 **MR PETRUS STEPHANUS VENTER:** That is correct.

ADV REFILOE MOLEFE: Can you please explain that to the Chair?

MR PETRUS STEPHANUS VENTER: I have stated in 15.2 I paid various other employees such as Mr Sensinyi Seopela salary per month via Consilium. Mr Seopela was for example a consultant in a consultancy position in the Bosasa Group and we would – we would – he was employed, he had an employment contract, we would have listed his name on this spreadsheet, recover his salary from the Bosasa Group and paid it over to him. Basically the same as all the others.

ADV REFILOE MOLEFE: And do you what consultancy services he provided?

20 **MR PETRUS STEPHANUS VENTER:** I am not too sure Chair. He would be involved in advisory services consulting position. I know he worked closely with Mr Watson in an advisory position so that is all I know.

ADV REFILOE MOLEFE: So Mr Sensinyi Seopela would be paid by Consilium you would be – would you have processed this payment?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: In addition to that Consilium would then invoice one of the

three companies

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: For the services said to have been provided by Mr Seopela?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And as you have stated and according to your knowledge Mr Seopela provided advisory consultancy services. Had you ever seen Mr Watson and Mr Seopela together?

MR PETRUS STEPHANUS VENTER: On many occasions yes.

ADV REFILOE MOLEFE: And did you know what the nature of their interaction was
10 about?

MR PETRUS STEPHANUS VENTER: No. Sometimes I was involved where Mr Seopela would sit in where certain matters would have been discussed and he would have commented or whatever but never – I cannot really elaborate in more details as to what he did but I know it was advisory consulting.

ADV REFILOE MOLEFE: And do you know whether there were any employment contracts drafted for employees said to be employed by Consilium?

MR PETRUS STEPHANUS VENTER: Most definitely because being a labour broker company the company had some – another set external auditors who would have checked that. As a labour broker company I suppose that is one of the things you
20 would check is the employment contracts.

ADV REFILOE MOLEFE: And you earlier stated that there was another company providing external audit services to Concilium. Is that correct?

MR PETRUS STEPHANUS VENTER: That is correct. They had their own set of auditors.

ADV REFILOE MOLEFE: Had you seen any of the contracts?

MR PETRUS STEPHANUS VENTER: Yes. I recall that the auditor at, one of the audits one of the years which he was auditing he did request some of the employment contracts and the lady internally that worked with that did make that available to him. So yes I do recall there were and it was requested for, but I have not seen it myself.

ADV REFILOE MOLEFE: And in providing these external auditing services do you know whether the company would have just taken a sample of the contracts or seeing that you say there was only about 25 employees whether they would have looked at all the contracts?

MR PETRUS STEPHANUS VENTER: Chair I cannot really explain as to what they
10 have done, but being only 25 contracts I suppose it was easy maybe to have checked all of them.

ADV REFILOE MOLEFE: Do you know of any findings, audit findings by this external auditor?

MR PETRUS STEPHANUS VENTER: No ...(intervenes)

ADV REFILOE MOLEFE: Or the court?

MR PETRUS STEPHANUS VENTER: Chair no negative audit findings as I have seen in the financial statements which Dr Smith did show me on various occasions. No qualified report so that means that the audit was satisfied.

ADV REFILOE MOLEFE: But you have earlier stated that this is what you were told
20 and you have no personal knowledge?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: In paragraph 16 of your statement you then deal with events relative to the drafting of your first statement.

MR PETRUS STEPHANUS VENTER: Excuse me Chair can I just conclude maybe on paragraph 15?

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Certainly.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: I want to make mention that Mr Angelo Agrizzi, Mr Andries van Tonder and Mr Gavin Watson was also paid from Concilium. They were the only three employees paid from Concilium although they were paid from the Bosasa Group as well. All the other employees were only paid from Concilium, but the three of them were also paid from Concilium.

CHAIRPERSON: Okay, thank you.

- 10 **ADV REFILOE MOLEFE:** Yes and in paying the payments of the three gentlemen you have mentioned do you know whether the same process of invoicing the Bosasa subsidiary companies was also followed?

MR PETRUS STEPHANUS VENTER: *Ja*, the same process followed. They were included into the spreadsheet and money was recovered from the Bosasa three companies and they were paid salaries and IRP5s were issued to them, but they were the only three gentlemen who were paid from Concilium but also from the Bosasa Group.

ADV REFILOE MOLEFE: Yes.

CHAIRPERSON: Who were the Directors of Concilium at the time or owners?

- 20 **MR PETRUS STEPHANUS VENTER:** It was Dr Smith who was the Shareholder Director just up until shortly he passed away.

CHAIRPERSON: He was the only?

MR PETRUS STEPHANUS VENTER: He was, *ja*.

CHAIRPERSON: Owner?

MR PETRUS STEPHANUS VENTER: The sole Director and.

CHAIRPERSON: The sole Director?

MR PETRUS STEPHANUS VENTER: Sole shareholder at the time.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Up until, *ja* ...(intervenes).

CHAIRPERSON: Now Mr Agrizzi and Mr Watson and Mr van Tonder I think those are the three people you just mentioned?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: What did the records of Concilium reflect them as?

10 **MR PETRUS STEPHANUS VENTER:** As employees Chair. I cannot recall what the description.

CHAIRPERSON: Whether any particular positions were.

MR PETRUS STEPHANUS VENTER: What their positions were, but *ja*.

CHAIRPERSON: But that they.

MR PETRUS STEPHANUS VENTER: They were considered employees.

CHAIRPERSON: They were reflected as employees of Concilium as well?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you. Are you ready to proceed with your next paragraph Mr Venter?

20 **MR PETRUS STEPHANUS VENTER:** Thank you, yes.

ADV REFILOE MOLEFE: You deal with circumstances relating to the drafting of your first statement. When or how did it come about that this statement be drafted?

MR PETRUS STEPHANUS VENTER: Chair during November 2017 I was called by Mr Agrizzi and Mr van Tonder to come and see them at the house of Mr Agrizzi in Fourways and upon my arrival they told me that I should do a statement. All of them

were busy doing affidavits which would reveal illegal activities of Mr Watson and they have asked me to prepare a similar statement and they will assist me in doing all of that. I still recall sitting next to Mr Andries van Tonder and I cannot remember whether he did finalise his statement at the time, but he had his statement on his computer and he guided me through the processes as to what they really want and Mr Agrizzi would dictate some of the wording, because I have been telling him I was good friends with Mr van Tonder. So, and Mr van Tonder and Mr Agrizzi would remind me of certain events or certain things that happened which they wanted me to include into the statement. For example various payments I have made on behalf or on instruction of

10 Mr Gavin Watson. So.

ADV REFILOE MOLEFE: So you said in November 2017. Were you still employed with D'Arcy-Herrman?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And you said that the purpose was to expose certain illegal activities?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: When you were informed of this purpose did Mr Agrizzi or Mr van Tonder at any point request you to fabricate information in exposing these activities?

20 **MR PETRUS STEPHANUS VENTER:** No, they did not. They wanted me to put into the statement information which I am aware of and which I had in my possession, proof of payments and all of that. That is what I had to put into the statement.

ADV REFILOE MOLEFE: And you.

CHAIRPERSON: I am sorry. When they asked you to make a statement that would expose illegal activities what was your immediate reaction to that?

MR PETRUS STEPHANUS VENTER: Chair ...(intervenes).

CHAIRPERSON: Were you agreeable? Did you have to be persuaded to do it or you agreed without any hesitation?

MR PETRUS STEPHANUS VENTER: Chair I can state that I did not want to do it and that is where Mr Agrizzi came in and he said to me that, he showed me how serious this thing is. We were sitting at his patio table at the back and the table was full of files and he showed me all the evidence, all the documents and paperwork they have accumulated over time which was placed in files and he said to me you can go through the files and see what we have got. So he really scared me of what he accumulated
10 and he said to me that you need to know you have got a choice. You either go down with Watson or you prepare a statement like we have done. That is basically it.

CHAIRPERSON: And what decision did you then take?

MR PETRUS STEPHANUS VENTER: Chair he also said to me that Mr Agrizzi is, you would not go against him. It is almost the same as with Mr Watson. They would destroy you. He threatened me by the TRM Commission. He said to me that he would expose me with that and also ...(intervenes).

CHAIRPERSON: With what?

MR PETRUS STEPHANUS VENTER: The TRM.

CHAIRPERSON: He will expose.

20 **MR PETRUS STEPHANUS VENTER:** Those TRM invoices.

CHAIRPERSON: Oh, okay.

MR PETRUS STEPHANUS VENTER: That we have done.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: We have discussed previously.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: He said to me that that would come out and that also many years ago they built a boundary wall for me. So he actually threw all of that in front of me. He said to me you do not have a choice. You want to go down with Watson or do you want to do this.

CHAIRPERSON: Okay, thank you.

ADV REFILOE MOLEFE: Thank you. Now you earlier said that during the drafting of the statement they would remind you of certain facts. Can you explain that? Would the facts that they reminded you of as you put it factually correct or not?

MR PETRUS STEPHANUS VENTER: They were factually correct, yes.

10 **ADV REFILOE MOLEFE:** And when you say that Mr Agrizzi could destroy you and you point to an instance where he referred to TRM. I understand this to be in relation to Miotto. Is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And when he also spoke about a boundary wall that had been built had a boundary wall indeed been built for you?

MR PETRUS STEPHANUS VENTER: Correct, many years ago, but yes.

ADV REFILOE MOLEFE: And were you employed with D'Arcy-Herrman or any auditing firm?

MR PETRUS STEPHANUS VENTER: Yes.

20 **ADV REFILOE MOLEFE:** That worked with Bosasa?

MR PETRUS STEPHANUS VENTER: I think it was still the Bester Viljoen Incorporated days. Many years ago.

ADV REFILOE MOLEFE: And can you explain the circumstances around the building of that wall?

MR PETRUS STEPHANUS VENTER: Yes. I was building, doing some renovations at

the house. I asked Mr van Tonder for a reliable contractor and he referred me to, he said to me that he will get somebody that he knows and he referred Riekele Construction to me. I believe Riekele Construction was also doing various construction work for the Bosasa Group and they gave me a quotation. I gave the go ahead and when it came to payment they insisted that they would pay it.

ADV REFILOE MOLEFE: So why would Mr Agrizzi use that as an incident that he could use to destroy you?

MR PETRUS STEPHANUS VENTER: That was not declared anywhere.

ADV REFILOE MOLEFE: Okay.

- 10 **CHAIRPERSON:** The things that Mr Agrizzi reminded you of or that as I understand your evidence you say he used to threaten you into making a statement were they things that were true, but which you would have liked not to be exposed or were they things that were not true about you?

MR PETRUS STEPHANUS VENTER: All true Chair. He would have used that, *ja*. All true.

CHAIRPERSON: So it was information that he was aware of about you?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: That was true, but which you would not be happy if it was exposed/

MR PETRUS STEPHANUS VENTER: Correct.

- 20 **CHAIRPERSON:** Okay.

ADV REFILOE MOLEFE: Thank you Chair. So you are now at Mr Agrizzi's house. It is yourself and Mr van Tonder. Is that correct?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi, Mr van Tonder, *ja* and some family members of Mr Agrizzi, yes.

ADV REFILOE MOLEFE: And the purpose of this meeting really is to draft the

statement that expose Mr Watson. Is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And you earlier said that at no point did Mr Agrizzi request you to fabricate any information.

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: Is that incorrect?

MR PETRUS STEPHANUS VENTER: Yes, correct.

ADV REFILOE MOLEFE: Did Mr Agrizzi or Mr van Tonder at any point request you to omit any information?

10 **MR PETRUS STEPHANUS VENTER:** No. They really wanted everything in the statement to reveal as much as possible.

ADV REFILOE MOLEFE: And in relation to Mr van Tonder do you know whether he was requested to fabricate any information?

MR PETRUS STEPHANUS VENTER: I am not aware of that Chair. I think at the time he was nearly done with his statement.

ADV REFILOE MOLEFE: Okay. So you were both at the house drafting your respective statements?

MR PETRUS STEPHANUS VENTER: Chair I think he might have concluded and had his signed already by that time, but he did open it up on his computer, but if I remember
20 correctly you can check the dates but I think he might have had it commissioned already at that point in time. I am not too sure.

ADV REFILOE MOLEFE: So you were at the house. You are hesitant to draft this statement, but you agree to draft the statement?

MR PETRUS STEPHANUS VENTER: After seeing everything that the gentleman had on the table, what they have told me and so on I felt uncomfortable but I decided to do

it. I agreed to do it.

ADV REFILOE MOLEFE: Did you personally draft the affidavit?

MR PETRUS STEPHANUS VENTER: I did. They explained to me how it should be done. So I did type the introductory part of it and then they would remind me of certain things that I should put in.

ADV REFILOE MOLEFE: Okay. Can we then go to your first statement which is Annexure S8 in Mr Agrizzi's bundle? On page A922 and you need not read out well the identity number stated there or your address. What is at the top there is affidavit of Petrus Stephanus Venter, is that correct?

10 **MR PETRUS STEPHANUS VENTER:** That is correct.

ADV REFILOE MOLEFE: At the very top can you read into the record what is written there?

MR PETRUS STEPHANUS VENTER: "Context of Tax Fraud and
Racketeering by Gavin Watson".

ADV REFILOE MOLEFE: No, no that is written below. At the top what is written there? The header of the document?

MR PETRUS STEPHANUS VENTER: "Final, Petrus Stephanus Venter,
Highly Confidential G Watson Tax Fraud."

20 **ADV REFILOE MOLEFE:** And underneath affidavit of Petrus Stephanus Venter and the address what is written there? I interrupted you when you read that sentence. The one starting with context.

MR PETRUS STEPHANUS VENTER: Oh,
"Context of Tax Fraud and Racketeering by Gavin Watson".

ADV REFILOE MOLEFE: And without reading your personal information in the paragraph that follows as well as the residence that is stated there can you read that

into the record please?

CHAIRPERSON: In other words do not reveal your address and so on.

MR PETRUS STEPHANUS VENTER: Leave out the residence?

ADV REFILOE MOLEFE: Yes please.

CHAIRPERSON: But.

MR PETRUS STEPHANUS VENTER: My full names, starting there?

ADV REFILOE MOLEFE: Yes please.

MR PETRUS STEPHANUS VENTER: “My full names are

10 Petrus Stephanus Venter, a White male, aged 46, resident at so
and so hereby declared at the attached affidavit and the
annexures labelled files 1 to two are a true reflection of the
occurrences at Bosasa Group of Companies/African Global
Operations and the dealings of Mr Gavin Watson.”

ADV REFILOE MOLEFE: Did you type that statement?

MR PETRUS STEPHANUS VENTER: I did not type those paragraphs.

ADV REFILOE MOLEFE: Okay. Well is?

MR PETRUS STEPHANUS VENTER: I did type obviously, Chair I did type in my
address being what it is and it was altered by Mr Agrizzi.

ADV REFILOE MOLEFE: And which portion of it was altered?

20 **MR PETRUS STEPHANUS VENTER:** I would not have known the files for example.
The files were built by Mr Agrizzi. That is one, the annexures to this. I merely printed
the documents and I gave it to him. So he prepared all of that and I said:

“...are a true reflection of the occurrences at Bosasa Group...”

That is not entirely true.

ADV REFILOE MOLEFE: Okay and the paragraph that follows, please read that into

the record.

MR PETRUS STEPHANUS VENTER: “The statement made is in my opinion factual and substantiated by records and the copies of invoices and receipts. The intention hereof is not to seek monetary gain but to claim and related parties names after being accused and forced to conduct what we realise what instructions from Gavin Watson. This matter has affected my health and relationship.”

ADV REFILOE MOLEFE: And the first part where it states that:

10 “The statement is made in your opinion are factual and substantiated by records and copies of invoices and receipts.”

Do you, can you comment on the truthfulness of that?

MR PETRUS STEPHANUS VENTER: All the records attached, the annexures to this that I did provide to Mr Agrizzi, but the first opening statement referring to the statement made in my opinion are factual and substantiated by records, the statement made in my opinion are factual I do not fully agree with that.

ADV REFILOE MOLEFE: And why do you not agree?

MR PETRUS STEPHANUS VENTER: Because the statement was amended by Mr Agrizzi.

20 **ADV REFILOE MOLEFE:** But you have just stated that the records were provided by yourself.

MR PETRUS STEPHANUS VENTER: All the annexures to this I did print and give it to Mr Agrizzi, but he did amend the statement.

ADV REFILOE MOLEFE: But were the records?

CHAIRPERSON: Sorry. The noise there is disturbing the witness and everybody.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Okay. Please proceed.

ADV REFILOE MOLEFE: So the records that you provided did you know them to be correct?

MR PETRUS STEPHANUS VENTER: Chair I have not seen the attachments to this, but I did print a lot of documents which I did hand to Mr Agrizzi.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: And I believe that to be the annexures he is referring to.

10 **CHAIRPERSON**: Hm.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: “And the sentence that follows there states that
the intention is not to seek monetary gain but to clear mine...”

That is you.

“...and related parties names.”

Do you have any comment to this?

MR PETRUS STEPHANUS VENTER: I did not type that. It must have been included by Mr Agrizzi, but that was the intention explained to me by them.

ADV REFILOE MOLEFE: Okay. Was there any promise of monetary gain?

20 **MR PETRUS STEPHANUS VENTER**: No, no monetary value, no reward.

ADV REFILOE MOLEFE: By Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi later on; I was worried about this Chair. There was no reward. Mr Agrizzi; I was worried in the sense of if I made the statement that would mean I would lose my job, because we would lose all the audit of Bosasa.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: So, and because of that fact that I expressed my concerns to Mr Agrizzi.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: We did later on in an affidavit, I think in the new affidavit he asked me how much do you want. I will pay you.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: Join our grouping going against Mr Watson.

CHAIRPERSON: Hm.

10 **MR PETRUS STEPHANUS VENTER:** And if I recall correctly the amount that was discussed was, Mr Agrizzi even showed me on his cellphone what the value of his investments were.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: And he said to me how much do you want. If I remember correctly the amount was about R335 000 a month.

CHAIRPERSON: Huh-uh.

MR PETRUS STEPHANUS VENTER: He said that he would pay if I signed this and I would join his grouping.

CHAIRPERSON: Hm.

20 **ADV REFILOE MOLEFE:** And in Mr Agrizzi promising this payment to you did he at any point request you to provide fabricated information?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: Did he after making this offer to you request you to omit any information?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: So the payment would be purely to substantiate your salary as I understand it?

MR PETRUS STEPHANUS VENTER: Yes, because I explained, I expressed my concern that I would lose my job if I would sign this and I would testify against Mr Watson.

CHAIRPERSON: So was his offer to pay you the amount that he said he would pay you was that offer meant to make sure that you did not stop or you did not refrain from exposing illegal activities that you were aware of simply because you were scared of losing your job? In other words was the intention of that offer meant to make sure that
10 you could expose the illegal activities knowing that if you lost your job you would still be fine in terms of finance?

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: The statement goes further to say that it is:

“The intention is not to seek monetary gain but to clear my and related parties names.”

Can you comment on the truthfulness of that?

MR PETRUS STEPHANUS VENTER: Chair that was included by Mr Agrizzi, but if I read it they wanted us to expose Mr Watson from what he demanded from us to do.
20 That was I think the purpose of that sentence.

ADV REFILOE MOLEFE: Yes and the following sentence says:

“After being coerced and forced to conduct what we realise...”

And I think there is an error there but it says:

“...what instructions from Gavin Joseph Watson.”

Can you comment on the truthfulness of that?

MR PETRUS STEPHANUS VENTER: Chair, yes I mean any instruction from Mr Watson you would not dare going against him. If you do, do that that is the end of you. I think that is what the gentlemen tried to explain there. Certainly not my wording, but I can see what they meant with that with the wording.

ADV REFILOE MOLEFE: And can you?

CHAIRPERSON: You have said repeatedly that in asking you to join his group and make a statement or to make a statement exposing what you have described as illegal activities, you have said repeatedly that Mr Agrizzi was not asking you to make any fraudulent allegations or to say anything that you knew not to be true and he was not
10 asking you to leave out anything that you wanted to include. Now when you say that if you went, if anybody went against Mr Agrizzi that would be their end. Can you explain that? Would he, what would he do? What he use any illegal means to destroy a person or would he look at what they may have done and expose that? What are you talking about?

MR PETRUS STEPHANUS VENTER: Exactly that Chair. He would look what you have done. He would use that against you to expose you.

CHAIRPERSON: So.

MR PETRUS STEPHANUS VENTER: Exactly what he did.

CHAIRPERSON: He would simply take advantage of his knowledge of some of the
20 things that you may have been involved in that are not right?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: And then expose them?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: And as we go on with the statement Chair it will

come out later how he actually used that against me.

CHAIRPERSON: Okay, thank you.

ADV REFILOE MOLEFE: Yes and the last sentence there says that:

“This matter affected my health and relationships.”

Do you have any comment on that?

MR PETRUS STEPHANUS VENTER: Chair he actually constantly, I was under pressure from Mr Agrizzi even though I did not sign, let me just say this refers to Mr Watson. Sorry, let me just quickly read that Chair. Yes, Chair. What was meant by that also again included by Mr Agrizzi, he knew I did not feel comfortable with the
10 instructions that were given to me by Mr Watson. That is what I can read into that.

ADV REFILOE MOLEFE: So are you saying that that last sentence is correct?

MR PETRUS STEPHANUS VENTER: Yes, correct.

ADV REFILOE MOLEFE: And can you please read the last statement on that page?

MR PETRUS STEPHANUS VENTER: “This affidavit is done without any
duress or pressure and is done subsequent to the meetings
held with Mr Gavin Watson as detailed.”

ADV REFILOE MOLEFE: Can you comment on that?

MR PETRUS STEPHANUS VENTER: Chair I did not sign the agreement that day when it was drafted. Due to the fact that Mr Frans Vorster brought Carlos Bonifacio to
20 the house of Mr Angelo Agrizzi on the same day.

CHAIRPERSON: I am sorry, brought what or who?

MR PETRUS STEPHANUS VENTER: Mr Frans Vorster brought one of the employees Mr Carlos Bonifacio to the house of Mr Agrizzi on that same day. So all the attention was off me and all the attention was on Mr Bonifacio. Mr Agrizzi also wanted Mr Bonifacio to do a similar statement. So at that point in time I did not finalise the

statement and it was later forwarded to me the statement by Mr Agrizzi and I only signed it later on after other threats which were made.

CHAIRPERSON: Just going back to what you referred to as threats from Mr Agrizzi, had it not been for your fear of losing your job would you have regarded it as the right thing to expose these illegal activities that Mr Agrizzi was asking you to make a statement to expose?

MR PETRUS STEPHANUS VENTER: Yes Chair that is why I am here today as well.

CHAIRPERSON: *Ja.* So save for fear of losing your job what he was asking you to do was something that you would have been happy to do?

10 **MR PETRUS STEPHANUS VENTER:** Chair yes. It was a big concern, because I knew that by exposing Mr Watson we would then lose the audit. We would lose a big portion of our income. We would lose a lot of things. So that was a big concern.

CHAIRPERSON: Yes. No, no I accept that as well. I just want to confirm that except for that what he was asking you, except for your fear that the company where you were employed would lose business from Bosasa except for that there was nothing wrong with what he was asking you to do?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Actually there was nothing wrong with what he was asking you to do. The only problem is that you feared that you could lose the company in which you were
20 employed would lose business?

MR PETRUS STEPHANUS VENTER: That is correct.

CHAIRPERSON: *Ja.*

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: And that might result in you losing employment with that company?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Yes, okay and what did you make of his offer to you, Mr Agrizzi, to say if you lose your employment I will pay you? I will pay you the amount that you referred to earlier per month.

MR PETRUS STEPHANUS VENTER: I accepted it at the time.

CHAIRPERSON: You accepted that it was a genuine offer?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Yes and did he indicate how long he would continue paying you a monthly salary of that amount?

MR PETRUS STEPHANUS VENTER: Chair he also explained to me on a few
10 occasions and that will come out a little bit later that the three gentlemen, we might be running a little bit ahead here now. That the three gentlemen who walked away from the company being Mr Andries van Tonder, Mr Leon van Tonder and Frans Vorster, Mr Agrizzi a week or two later from the meeting at his house wanted to negotiate an exit package on their behalf and they wanted to take over the DCS Contract, the Department of Correctional Services Contract and that is how he explained how he would sustain paying, you know, sustaining in paying the salary.

CHAIRPERSON: Yes. So your understanding was that it would be for how long?

MR PETRUS STEPHANUS VENTER: For as long Chair, I mean.

CHAIRPERSON: Those details were not, you did not apply your mind to them?

20 **MR PETRUS STEPHANUS VENTER:** They were not disclosed, but.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: It would carry on for a long time.

CHAIRPERSON: But you felt comfortable with that offer?

MR PETRUS STEPHANUS VENTER: Ja. When he mentioned that because that was a big concern.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And he put my mind at ease by explaining it to me like that.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: That I am prepared to pay your salary.

CHAIRPERSON: But then based on exactly what you have just said now I would imagine that as you started preparing the statement you were not doing so because you had been compelled to or you feared anything. It was because you were comfortable to do it, because it was the right thing to do and your fear that you might be
10 without a job was taken care of?

MR PETRUS STEPHANUS VENTER: Chair no. Just arriving at his house, seeing all the files, seeing all the documentation that was enough to scare me. I mean, then it is I mean it is an emotional rollercoaster I mean with, you need to consume so many things at that point in time that you do not know what to do actually. Then you see all of this and you hear all of that that is explained to you.

CHAIRPERSON: Okay. Maybe I did not formulate that correctly, because from your evidence it was not just losing your job that you were concerned about. You were also concerned that if did not make the statement Mr Agrizzi's threats to expose you would materialise.

20 **MR PETRUS STEPHANUS VENTER:** Correct.

CHAIRPERSON: Is that right?

MR PETRUS STEPHANUS VENTER: Correct, yes.

CHAIRPERSON: But he was asking you to do what you regarded as right to expose illegalities and as long as the issue of your job was taken care of then you did not have to worry about him exposing you because you were going into this very freely and

voluntarily after he made this offer to you. Is that not right?

MR PETRUS STEPHANUS VENTER: Chair, yes. At the time I was still not comfortable although he explained all of that, because it is a big decision at the time. I did not expect that to happen when I arrived at the house. So it was, but you are right you know. A big concern who is going to pay your salary to *ja*, he explained to you come clean you know reveal all of this.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: So, so many things that go through your head.

CHAIRPERSON: Hm.

10 **MR PETRUS STEPHANUS VENTER:** But I was very, how can I explain it, the fact that I did not sign that agreement that day. I was really relieved.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: When I left and I had not signed it.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: At that point in time, yes.

CHAIRPERSON: So, you know, I am trying to understand your evidence because if what he was asking you to do was something that you regarded as wrong.

MR PETRUS STEPHANUS VENTER: Hm.

20 **CHAIRPERSON:** Then I can understand if your attitude was even if he offered you payment so that you did not have to worry about your job for doing what he was asking you to do. You would still be concerned because you were being asked to do something that you regarded as wrong, okay.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: But if what he was asking you to do was something that you regarded as right and I understand you to have considered that that is the case. You

regarded exposing these illegal activities as the right thing to do, but you were just concerned about your job. Once he took care of your job by making an offer to you which you have told me you were comfortable with I cannot see why you continued to be concerned for doing something right that was right.

MR PETRUS STEPHANUS VENTER: Chair.

CHAIRPERSON: He was not expose you.

MR PETRUS STEPHANUS VENTER: Yes, you are right.

CHAIRPERSON: For doing what he was asking you to do and you regarded what he was asking you to do as the right thing.

10 **MR PETRUS STEPHANUS VENTER:** No, you are right Chair. Things that went through my mind is that our firm would lose the audit and I was thinking about so many things, but you are right, but you are right. It is an emotional thing.

CHAIRPERSON: Okay, thank you.

ADV REFILOE MOLEFE: Thank you Chair. You have just confirmed that; in fact before moving to that can you just read into the record what appears at the very bottom of page AA922 just above the number one?

MR PETRUS STEPHANUS VENTER: “Corrupt dealings involving the
South African Revenue Services and other matters.”

ADV REFILOE MOLEFE: Do you have any comment on that?

20 **MR PETRUS STEPHANUS VENTER:** Chair well that was again also included later on when Mr Agrizzi must have finalised the statement, because I have just testified up until now I do know of any corrupt dealings involving the South African Revenue Services.

CHAIRPERSON: Yes, okay.

ADV REFILOE MOLEFE: It is fine. Chair it is now 12:58. I do not know if I should proceed or whether this would be a convenient time to take the long adjournment.

CHAIRPERSON: Well we can take the long adjournment if you are going to move onto something else.

ADV REFILOE MOLEFE: The next topic that will be covered the nature of the documents that were provided by Mr Venter.

CHAIRPERSON: Okay. Let us take the lunch adjournment and we will resume at 2 o'clock. We adjourn.

REGISTRAR: All rise.

INQUIRY ADJOURNS

INQUIRY RESUMES

10 **CHAIRPERSON:** Okay, let's proceed.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter before the long adjournment you had confirmed that as I set out in the first statement you provided documents to Mr Agrizzi, is that correct?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: Now at paragraph 16.3 of your statement which appears in Bundle T10 that is where you introduce the documents that you handed over to Mr Agrizzi ...(intervention)

CHAIRPERSON: I'm sorry what page or paragraph?

ADV REFILOE MOLEFE: Apologies Chair, we're at paragraph 16.3 at page 8 of T10.

20 **CHAIRPERSON:** Okay.

ADV REFILOE MOLEFE: What documents did you provide to Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Proof of payments.

ADV REFILOE MOLEFE: And what who – in respect of whom were these proof of payments?

MR PETRUS STEPHANUS VENTER: Payments towards the legal costs of Mr Hlaudi

Motsoeneng and three payments to a company called Morocco Consultants and a payment to a bank account EFG2.

ADV REFILOE MOLEFE: Yes, now were these documents provided at your first meeting with Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And how did you manage to obtain these documents at your first meeting?

MR PETRUS STEPHANUS VENTER: It was on my computer and I had to print the documents which I handed over to Mr Agrizzi.

10 **CHAIRPERSON:** Who decided that these documents should be given to Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Chair I told Mr Agrizzi and Mr van Tonder at the time at Mr Agrizzi's house about the payments and he requested me to print it which I did and I handed it to him.

CHAIRPERSON: You had told him about these payments prior to the meeting where you were asked to make a statement?

MR PETRUS STEPHANUS VENTER: If I remember correctly Chair I told them at the house.

CHAIRPERSON: On the day?

20 **MR PETRUS STEPHANUS VENTER:** No, no I am just correcting myself, I could have told them prior to the meeting.

CHAIRPERSON: Before.

MR PETRUS STEPHANUS VENTER: Ja, because they knew about it.

CHAIRPERSON: Yes, I'm wondering whether anybody said to you please bring the following documents or whether you decided that you wanted to him these documents on your own?

MR PETRUS STEPHANUS VENTER: Chair I had my computer with me so it was easy to print from my computer.

CHAIRPERSON: Okay thank you.

ADV REFILOE MOLEFE: Thank you Chair. Now Mr Venter before you deal in detail with the documents that you say you provided you in your statement then go to deal with circumstances that led you to eventually signing the first statement, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: So can I refer you to firstly in terms of your first visit with Mr Agrizzi did you sign the statement then?

10 **MR PETRUS STEPHANUS VENTER:** No I didn't at the time.

ADV REFILOE MOLEFE: And before signing the statement did you ever meet with Mr Agrizzi and Mr van Tonder again?

MR PETRUS STEPHANUS VENTER: No. Oh yes, yes, I met them at a restaurant in December just before I flew down to my family for the holiday.

ADV REFILOE MOLEFE: Yes, and who called this meeting?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi called me on various occasions between the date from when I visited his house up until that date. If I remember correctly Chair I decided to meet with the two gentlemen.

CHAIRPERSON: Okay.

20 **ADV REFILOE MOLEFE:** Yes, and what transpired at this meeting with Mr Agrizzi and Mr van Tonder?

MR PETRUS STEPHANUS VENTER: Pardon me?

ADV REFILOE MOLEFE: What transpired at this meeting between yourself and Mr Agrizzi and Mr van Tonder?

MR PETRUS STEPHANUS VENTER: At this meeting Chair they – I explained to

them that I would sign the document after various threats via telegram messages that was sent to me by Mr Agrizzi I decided to meet with the two gentlemen and at this meeting they showed me Mr Agrizzi showed me a flow diagram.

CHAIRPERSON: A what?

MR PETRUS STEPHANUS VENTER: A flow diagram, which is in my affidavit.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Yes and in your understanding what was the purpose of this flow diagram?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi explained to me that he is busy with
10 negotiations with the Bosasa Group, African Global Group, he actually negotiated on behalf of the three employees who left the company to – for Bosasa to cede one of the contracts, the DCS contract to Mr Agrizzi on behalf of the three gentlemen, and the flow diagram explained what would happen if they accepted and what would happen if they don't accept the proposal.

CHAIRPERSON: Yes okay, and you say he told you that he was negotiating that Bosasa should cede one of the contracts?

MR PETRUS STEPHANUS VENTER: Yes Chair ...(intervention)

CHAIRPERSON: To him?

MR PETRUS STEPHANUS VENTER: He actually, it was on behalf of the three
20 gentlemen who left the company but it was also for his benefit, the flow chart that we can actually go to now actually explains that Mr Agrizzi recommended that he would take over the contract into one of his own BEE companies, so he would be part of this whole scenario.

CHAIRPERSON: Yes okay.

ADV REFILOE MOLEFE: Now in pursuing some form of negotiation did Mr Agrizzi

indicate what negotiation power if one might refer to it as such, in entering into negotiations with Bosasa?

MR PETRUS STEPHANUS VENTER: He did explain to me Chair that all the evidence that he accumulated that is ammunition that he would use in negotiating this whole thing, because the flow diagram also mentioned that he would hand over the documents should it be successful, the negotiations be successful they will hand back the documents.

CHAIRPERSON: And does that – did that mean that he would hand the documents to Bosasa?

10 **MR PETRUS STEPHANUS VENTER:** Yes correct.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: So in using this flow chart and explaining it to you did Mr Agrizzi ever mention whether the documents that he had would be made of fabricated information or not?

MR PETRUS STEPHANUS VENTER: That was never mentioned to me.

ADV REFILOE MOLEFE: And in mentioning that he would hand back the documents what would be his basis of handing back the documents?

MR PETRUS STEPHANUS VENTER: Apparently Chair it was evidence that he accumulated he and Mr van Tonder and the whole team accumulated over a period of
20 time of illegal activities conducted by Mr Watson and the Bosasa Group.

CHAIRPERSON: Do you know which contract he wanted Bosasa to cede to him and his group?

MR PETRUS STEPHANUS VENTER: Yes Chair it was a Department of Correctional Services contract, Mr Agrizzi knew it off by heart, he actually – you couldn't tell him anything about it, he knew it perfectly well.

CHAIRPERSON: Was the so-called kitchen contract?

MR PETRUS STEPHANUS VENTER: That's correct.

CHAIRPERSON: Okay, if I can just step back a little bit to the period between the date when you visited Mr Agrizzi's house and you were asked to make a statement and the date when you met with them at a restaurant, you said that the Mr Agrizzi made various threats to you in between, is that right?

MR PETRUS STEPHANUS VENTER: Yes Chair he really wanted me to sign this affidavit.

CHAIRPERSON: Yes.

- 10 **MR PETRUS STEPHANUS VENTER**: So he really used, he said to me that the slow diagram came into play as well, he explained to me that he is going to implement this plan and he would bring Mr Watson down and if I don't join them I would be part of the – well I will also be brought down.

CHAIRPERSON: Yes these threats now earlier on you said that the threats that he made to you on the day that you visited his house, and you were asked to make a statement you said that the threats that he used related to things that had happened which you wouldn't like to be exposed but things that had actually happened, the threats that he was using now between the date of your visit to his house and the date of your meeting in the restaurant with them were they along the same lines?

- 20 **MR PETRUS STEPHANUS VENTER**: Same lines, it's just the contract and the way that he would bring the company down that he added in order to put pressure on me, but the same things.

CHAIRPERSON: Okay thank you.

ADV REFILOE MOLEFE: Thank you. Now in explaining the flow charts to you what was the essence of Mr Agrizzi's plan insofar as negotiating with Bosasa?

MR PETRUS STEPHANUS VENTER: Can I refer to the flow charts perhaps?

ADV REFILOE MOLEFE: Certainly. You have them annexed as PV21, that would be from page 29 to 34.

MR PETRUS STEPHANUS VENTER: Chair I just want to make a point that as I was not the creator of these documents I won't be able to explain it in detail but I can explain it to some extent that I understand it.

CHAIRPERSON: Yes, yes.

MR PETRUS STEPHANUS VENTER: Okay, on the top left hand side it refers to the contract DCS.

10 **ADV REFILOE MOLEFE:** Can we confirm which page you're on?

MR PETRUS STEPHANUS VENTER: It's PSV30, page ...(intervention)

CHAIRPERSON: 30.

ADV REFILOE MOLEFE: Page 30 yes.

MR PETRUS STEPHANUS VENTER: Page 30 yes, the heading there is cession of contract, it refers to the DCS contract, Mr Agrizzi was appointed like I said by the three gentleman to negotiate the exit packages on his behalf. Mr Agrizzi used his own company in the middle there, Mallendela Criaris, to put the contract in that company. I also recall just underneath that it's plus minus Rand value per month paid over. What he meant by that is the explained to me that at the time Bosasa was making about

20 R2.5million/R3million profit per month and also at the time they were busy negotiating a price increase on the contract and Mr Agrizzi was adamant that the Bosasa directors should have allowed him to do the negotiations. According to his calculations should he be successful in his negotiations he would negotiate a price increase which would result in a profit of about R12.5million a month he mentioned, if that's the price increase and if they allow him to manage the contract, and he also mentioned that he would give

Bosasa 30% of the profits, 30% of R12.5million would have been more than they were making at the time so it would be a win-win situation for both parties. That's to the extent I can explain the first page Chair.

ADV REFILOE MOLEFE: And if I might continue on page 31 is another flow chart, do you confirm that?

MR PETRUS STEPHANUS VENTER: Yes that's correct.

ADV REFILOE MOLEFE: And is this the essence of Mr Agrizzi's negotiation that you were explaining?

MR PETRUS STEPHANUS VENTER: Yes correct.

10 **ADV REFILOE MOLEFE:** As I see it the flow chart has what I can call two streams or two flow streams, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: On the left side what is written there, on the first stream on the left side?

MR PETRUS STEPHANUS VENTER: That's successful.

ADV REFILOE MOLEFE: And what is your understanding of that?

MR PETRUS STEPHANUS VENTER: If they're successful they will conclude and exit, cession of the contract will take place and they will hand over documents, as easy as that.

20 **ADV REFILOE MOLEFE:** And these are the documents that you earlier referred to that you said Mr Agrizzi was in possession of?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: These are the documents that Mr Agrizzi would use in negotiation?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And on the right hand side of that flow chart what is written there?

MR PETRUS STEPHANUS VENTER: Unsuccessful.

ADV REFILOE MOLEFE: What then follows?

MR PETRUS STEPHANUS VENTER: If it's unsuccessful it would trigger the social media, it would trigger something with the banks, it would trigger the auditors, underneath the auditors it refers to IRBA, politicians, Institute of Chartered Accountants, he would use all of this against Bosasa, should it be unsuccessful.

ADV REFILOE MOLEFE: Pardon?

10 **MR PETRUS STEPHANUS VENTER:** Should it be unsuccessful that's what would happen, he would implement that as part of his plan.

ADV REFILOE MOLEFE: And what was your understanding so far as Mr Agrizzi would trigger social media, banks, and auditors?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi always threatened by leaking information to the media, and I think that's what he meant by that.

ADV REFILOE MOLEFE: Can we then turn to the page that follows, page 32.

MR PETRUS STEPHANUS VENTER: Chair on this page the gentleman was concerned as to where the money would come from to pay the three gentlemen there, just Mr Leon van Tonder, Frans Vorster and Andries Vorster on the top left hand side.

20 **ADV REFILOE MOLEFE:** Before you proceed Mr Venter, sorry to interrupt you, do you confirm that on page 32 is yet another flow chart?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Yes, please proceed.

MR PETRUS STEPHANUS VENTER: They were concerned that where would the money come from, they also said that they it would be a team payment not payments to

each individual, they're negotiating via Mr Brian Beback a team payment for the three gentlemen. And then it also makes mention there return information and files and to whistle-blowing and the compete signed, that's just the positive influence this would have if it would be successful.

ADV REFILOE MOLEFE: Would that be the payments?

MR PETRUS STEPHANUS VENTER: The payments yes, although they were very concerned as to where the money will be coming from, that's why they were very interested in the contract.

ADV REFILOE MOLEFE: Yes, and on the following page, on page 33, do you confirm
10 that that is also a flow chart?

MR PETRUS STEPHANUS VENTER: Yes correct.

ADV REFILOE MOLEFE: What is the title of that flow chart?

MR PETRUS STEPHANUS VENTER: Non-governmental expose. It also refers there that various leaks to the media, Carte Blanche, social medial, online media then it also refers to that questionable business interest to the DA, political parties, to the banks, and also exposing political, the politicians for the cameras installed at their houses, exposed for VAT and tax, exposed for payoffs and bribes, so it really, this is really thinking back now this plan actually was carried out I think if we all with hindsight if we think now back what happened over the past months.

20 **CHAIRPERSON:** Yes.

ADV REFILOE MOLEFE: Yes, and on the following page, on page 34 what appears on that page?

MR PETRUS STEPHANUS VENTER: That's the ramifications for Bosasa, the African Global, it would result in public scrutiny, it would result in exposure, criminal directorate, that's the consequences.

ADV REFILOE MOLEFE: Now under public scrutiny what is stated under that sub-topic?

MR PETRUS STEPHANUS VENTER: Future business, and reputational harm, massive media interest.

ADV REFILOE MOLEFE: Do you have an understanding of what that means?

MR PETRUS STEPHANUS VENTER: Not really, but thinking now back as to what happened over the last few months, I think most of this happened.

ADV REFILOE MOLEFE: And the second sub-paragraph which says there exposed, what is written underneath that?

10 **MR PETRUS STEPHANUS VENTER:** Parliamentarians blacklisting for tenders, SARS investigation, loss of existing business, loss of banking facilities, with all this happening.

ADV REFILOE MOLEFE: And the third sub-topic?

MR PETRUS STEPHANUS VENTER: Criminal, tax evasion, collusion and bribery money laundering, racketeering.

ADV REFILOE MOLEFE: And the fourth sub-topic?

MR PETRUS STEPHANUS VENTER: Directorate, sequestration, blacklisting, criminal records, no future of ...

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Please proceed.

20 **CHAIRPERSON:** Thank you.

ADV REFILOE MOLEFE: And the 5th sub-topic?

MR PETRUS STEPHANUS VENTER: Related negativity to family, interests such as royal (indistinct), sun works, and wind farm.

ADV REFILOE MOLEFE: Now do you wish to make any further comments on this page?

MR PETRUS STEPHANUS VENTER: No, no further comments.

ADV REFILOE MOLEFE: Now in your interaction with Mr Agrizzi about the flow charts you've earlier testified that he at no point mentioned the falsification of information in entering into negotiations rather with Bosasa or Mr Watson, is that correct.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: How did you come to be in possession of these flow charts?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi handed this to me, he wanted to explain to me at that meeting what's going to happen shortly after that meeting and I had to make my decision whether I sign that affidavit or not, and then after I've this I
10 decided that I would sign it.

ADV REFILOE MOLEFE: So when did you sign the second statement?

CHAIRPERSON: Before you go, you deal with that question having been involved in the auditing of Bosasa's taxes, finances, are you able to indicate about how much percentage the kitchen contract was of Bosasa's revenue, in other words this contract that Mr Agrizzi wanted from Bosasa to be given to him and his group how much of a loss would it be to Bosasa to lose it to him?

MR PETRUS STEPHANUS VENTER: Chair they mentioned at the time that they were making about two and a half/three million Rand a month, and in comparison to the overall profits I can't say, I can't – it's difficult to calculate it now.

20 **CHAIRPERSON:** Okay thank you.

ADV REFILOE MOLEFE: Can we return to page 30 of the bundle, the document that is titled cession of contract.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: At the very bottom of the flow chart, just under the pagination that reference to advantage, do you understand what that is about?

MR PETRUS STEPHANUS VENTER: If I read it and the way I understand it is that it would be to the benefit of Bosasa that from a reputational point of view due to the bad media publicity Mr Agrizzi believed that he could turn this around. Bosasa would get an annuity income for doing nothing, because Mr Agrizzi would be managing the contract. There is minimised risk, take care of all potential flare-ups, I'm not too sure what he meant by that.

ADV REFILOE MOLEFE: And the last one?

MR PETRUS STEPHANUS VENTER: Risk factors, lost in process, system crash, not too such what he meant by that.

10 **ADV REFILOE MOLEFE:** That's fine. You were then speaking about you eventually signing the statement, when did you eventually sign the first statement?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi emailed the statement to me in December, Chair now I just need to make sure otherwise I might get my dates wrong again.

CHAIRPERSON: Was it 18 December?

MR PETRUS STEPHANUS VENTER: 18 December.

CHAIRPERSON: That's 2017?

ADV REFILOE MOLEFE: Yes.

20 **MR PETRUS STEPHANUS VENTER:** That's the 18th of December, I signed the document and I scanned and emailed it back to Mr Agrizzi.

ADV REFILOE MOLEFE: Now you mentioned that the statement was emailed to you.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: So you didn't sign it at the second meeting?

MR PETRUS STEPHANUS VENTER: No I didn't sign it, he explained it to me, the flow chart and what he's about to do in December/January and then he asked me will you

sign the statement and I said yes and so he emailed that to me in December.

CHAIRPERSON: On the day when you had visited Mr Agrizzi's house and you were asked to make a statement, did you take the statement with you, did you take a copy thereof with you on that day?

MR PETRUS STEPHANUS VENTER: Chair I've printed so many documents at Mr Agrizzi's house, I can't remember whether I've emailed him the draft statement at the time and whether I've printed that and handed it to him, I'm not – I can't remember.

CHAIRPERSON: Between the date of that visit to his house and the date of the meeting at the restaurant when you agreed to sign had you had the statement with you
10 in case he didn't take it on the day you visited his house, was it sent to you, in the meantime before that meeting or not?

MR PETRUS STEPHANUS VENTER: No I haven't seen it again up until then, I can't recall seeing it again, I had it with me and I can't remember – Chair I'm not too sure.

CHAIRPERSON: Yes, and at the meeting at the restaurant did Mr Agrizzi bring the statement with him?

MR PETRUS STEPHANUS VENTER: No, no Chair. No.

CHAIRPERSON: So you didn't see it on that day?

MR PETRUS STEPHANUS VENTER: It was a general discussion and he showed me the flow diagram.

20 **CHAIRPERSON**: Ja, you discussed without examining the statement?

MR PETRUS STEPHANUS VENTER: Yes, I had to make a decision there that whether I'm not going to sign it or not and then he said okay he will email it to me.

CHAIRPERSON: Ja, but before you left his house on the day you visited his house had you finished preparing the statement that you were prepared, that you wanted to make?

MR PETRUS STEPHANUS VENTER: No Chair I hadn't ...(intervention)

CHAIRPERSON: You hadn't finished.

MR PETRUS STEPHANUS VENTER: Weren't finished.

CHAIRPERSON: Okay, so as you were agreeing at this meeting to sign the statement obviously you knew what the statement looked like when you left the house, that's the statement you were agreeing to sign.

MR PETRUS STEPHANUS VENTER: Yes Chair but later on when he emailed me the statement I did see that he amended the statement but I went there and I signed it.

CHAIRPERSON: Yes, okay. Ms Molefe?

10 **ADV REFILOE MOLEFE:** Thank you Chair. Now these flow charts that you say Mr Agrizzi gave to you, why did he leave them with you?

MR PETRUS STEPHANUS VENTER: He left – I can't remember why he left it with me but he wasn't scared leaving information with me, I don't know whether we're going to cover the other – in my statement I also refer to a photograph I've taken of a plan that he drew on one of our boards at the office when he came to see me in early November, the point I want to make is that he wanted me, Mr Agrizzi wanted me to take a picture of that drawing to show it to Mr Watson, so he wasn't scared of leaving documents with me.

ADV REFILOE MOLEFE: Yes, and that is exactly what you cover in the paragraph that
20 follows, and this at your meeting at your office with Mr Agrizzi the diagram as you refer to it or flow chart that he drew was it in your office?

MR PETRUS STEPHANUS VENTER: Yes, Mr Agrizzi when I looked at the date the date when the picture was taken it was on the 10th of November 2017, Mr Agrizzi and Mr van Tonder came to visit me at my office, they came to see me and during that meeting Mr Agrizzi did this drawing on the board.

ADV REFILOE MOLEFE: Yes, now this drawing on the board was it in essence similar to the flow charts that he left with you?

MR PETRUS STEPHANUS VENTER: It was also a plan, Mr Agrizzi, that's his way how he expressed or explained himself to people, he even had a drawing board in his office at Bosasa, when he was still employed there, that's his way of explaining and expressing his thoughts to people.

ADV REFILOE MOLEFE: Yes, and that picture that you make mention appear at page 35. Chair we needn't go there, unless the Chair wants to deal with it, but in this diagram you've confirmed that it's basically in essence the same purpose as the flow charts, do you have any inclination or thought as to why he would want you to know this information?

MR PETRUS STEPHANUS VENTER: He constantly explained to me what he was busy with, he really tried to I think persuade me to sign the statement, because after this meeting we went to his house, if I've got my dates correctly, and that's where he wanted me to sign, I think it was a pre-empt to the date we would need to sign the statement or draft the statement, he actually wanted me – he explained to me what he is buys with and I should be part of this whole come clean exercise against Mr Watson.

CHAIRPERSON: Now the – when you say after the meeting you still talk about the meeting at the restaurant or was it another one?

20 **MR PETRUS STEPHANUS VENTER:** Chair this was at the meeting, the meeting at my office.

CHAIRPERSON: At your office.

MR PETRUS STEPHANUS VENTER: On the 10th of November when he actually drew this drawing on the board at my office.

CHAIRPERSON: Well what was the date when you visited his house and you made

that statement?

MR PETRUS STEPHANUS VENTER: It was somewhere in November

CHAIRPERSON: Early November?

MR PETRUS STEPHANUS VENTER: It was early November, I'm not too sure.

CHAIRPERSON: So – and you met in your office on the 10th of November.

MR PETRUS STEPHANUS VENTER: Ja, that I've got the date of that ja.

CHAIRPERSON: And was that meeting at your office prior to the meeting at the restaurant, or after?

MR PETRUS STEPHANUS VENTER: No, no that was prior to the meeting at the
10 restaurant, this was early November, at my office.

CHAIRPERSON: Yes, okay, alright.

ADV REFILOE MOLEFE: Yes, we will return to your further interactions with Mr Agrizzi as well as with Mr Watson who you state having interacted with, but I want to now deal with the documents that you stated to have handed over to Mr Agrizzi. The first document you said related to the payment of legal fees of Mr Hlaudi Motsoeneng is that correct?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: Now can we refer to Exhibit S8 at page 925, paragraph 10, can you please read that paragraph into the record?

20 **MR PETRUS STEPHANUS VENTER:** Sorry where do I find that document?

ADV REFILOE MOLEFE: Exhibit S8.

MR PETRUS STEPHANUS VENTER: S8 okay.

ADV REFILOE MOLEFE: So that would be the first statement, that is separate from T10 which is before you, yes. Can you please go to page AA925.

MR PETRUS STEPHANUS VENTER: Okay I'm there.

ADV REFILOE MOLEFE: At paragraph 10, please read that paragraph into the record.

MR PETRUS STEPHANUS VENTER:

“During the middle of August 2017 Gavin Watson approached me to assist him to pay the legal cost of Mr Hlaudi Motsoeneng. On 17 August 2017 I received an invoice from Walter Jelle from Mojavu Attorneys proof attached. I have paid a total invoice amount of R1 187 656.82 in two instalments. First payment of R600 000,00 on 20 August 2017 proof attached. Second payment of R587 656.82 on 21 August 2017 proof attached.”

10 **ADV REFILOE MOLEFE:** Yes are the contents of that paragraph correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: You deal with that issue in your second statement in paragraph 34 of page 15 in T10. Is there further detail in respect of that payment that you would like to bring to the Chair?

MR PETRUS STEPHANUS VENTER: No ...

CHAIRPERSON: I am sorry where are you Ms Molefe?

ADV REFILOE MOLEFE: Pardon me Chair paragraph 34 page 15 of T10.

CHAIRPERSON: Paragraph 24?

ADV REFILOE MOLEFE: 34 Chair. That is page 15.

20 **CHAIRPERSON:** Yes okay.

ADV REFILOE MOLEFE: Yes on whose instruction was this payment made?

MR PETRUS STEPHANUS VENTER: On instruction of Mr Gavin Watson.

ADV REFILOE MOLEFE: And you have confirmed the correctness of paragraph 10 in S8, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now can we refer to pages – Annexure PVF – PV41 pardon me and that appears at page 64. But more particularly page 65. What is that document at page 65?

MR PETRUS STEPHANUS VENTER: It is a proof payment.

ADV REFILOE MOLEFE: And what is the date that appears on that document?

MR PETRUS STEPHANUS VENTER: 21 August 2017.

ADV REFILOE MOLEFE: And what is the amount that appears on that document?

MR PETRUS STEPHANUS VENTER: R600 000,00.

ADV REFILOE MOLEFE: And who is the beneficiary recipient on that document?

10 **MR PETRUS STEPHANUS VENTER:** Mojavia Incorporated Trust Account.

ADV REFILOE MOLEFE: And further down what is the description cited on that document?

MR PETRUS STEPHANUS VENTER: It just – it refers to H Mots.

ADV REFILOE MOLEFE: Can you spell Mots?

MR PETRUS STEPHANUS VENTER: M-o-t-s.

ADV REFILOE MOLEFE: Who provided that description?

MR PETRUS STEPHANUS VENTER: Chair I cannot remember. Mr Watson must have given it to me otherwise how would they have traced or tracked that payment for the benefit of Mr Hlaudi Motsoeneng. I am not too sure.

20 **ADV REFILOE MOLEFE:** And from which account was this payment made?

MR PETRUS STEPHANUS VENTER: This was made from – from Miotto Trading and Advisory Holdings.

ADV REFILOE MOLEFE: Can we then turn to Annexure PV2.

CHAIRPERSON: Is it PV4(2) or just PV 2?

ADV REFILOE MOLEFE: Pardon me Chair?

CHAIRPERSON: Is it PV4(2) or is it just PV2? I think you said PV2.

ADV REFILOE MOLEFE: My apologies it is PV4(2).

CHAIRPERSON: Ja.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: That appears on page 67 Mr Venter.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: What is that document before you?

MR PETRUS STEPHANUS VENTER: It is a proof of payment.

10 **ADV REFILOE MOLEFE:** And what is the date of the payment?

MR PETRUS STEPHANUS VENTER: It is the 21 August 2017.

ADV REFILOE MOLEFE: And what is the amount that is reflected there?

MR PETRUS STEPHANUS VENTER: R587 656.82.

ADV REFILOE MOLEFE: And who is the beneficiary?

MR PETRUS STEPHANUS VENTER: Mojavia Incorporated Trust Account.

ADV REFILOE MOLEFE: And what is the description of that payment?

MR PETRUS STEPHANUS VENTER: G H Mots.

ADV REFILOE MOLEFE: And from which account was this payment made?

MR PETRUS STEPHANUS VENTER: From Miotto Trading and Advisory Holdings.

20 **ADV REFILOE MOLEFE:** Now you have confirmed that you made these payments, correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And this is through Miotto?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: So how was this payment reflected in Miotto's books?

MR PETRUS STEPHANUS VENTER: Chair as Miotto would not have the funds to do that on instruction of Mr Watson he knew about this company. He said to me that – he called me and he said to me I want you to make a payment and he actually gave an instruction for the money to be paid into Miotto's account and I had to make the payments over to Mojavo Incorporated Trust Account.

ADV REFILOE MOLEFE: From – sorry from you say Mr Watson made an instruction for the money to be paid into Miotto. From which account was the money paid into Miotto?

MR PETRUS STEPHANUS VENTER: I just quickly had to – I just want to look through
10 my documents just to quickly confirm that.

ADV REFILOE MOLEFE: You deal with this in paragraph 34 of your second statement.

MR PETRUS STEPHANUS VENTER: 34. It was paid from the account – from a company called Lamazest.

CHAIRPERSON: Huh-uh okay.

ADV REFILOE MOLEFE: Yes and in the books of Miotto how was is it reflected? Was it – what kind of expensive – it was reflected as an expense – was it reflected as?

MR PETRUS STEPHANUS VENTER: No it was just – it was an in and an out if I can explain it like that because there was no purpose for that money to come in. There was no service rendered for that. So it was an inflow of a payment and paid out on behalf of
20 Mr Watson.

CHAIRPERSON: The company from whose account the money was paid was it a Bosasa subsidiary?

MR PETRUS STEPHANUS VENTER: Chair it is a company called Lamazest. We used to call it one of the Gavin Watson group of companies. Mr Watson had a few companies of his own of which his trust was the ultimate shareholder of these entities.

So the money came from Lamazest into Miotto.

CHAIRPERSON: Is the answer that you do not know whether it is or it was a subsidiary of Bosasa?

MR PETRUS STEPHANUS VENTER: It is not Chair.

CHAIRPERSON: It is not ja. But it – for all intents and purposes is – was it Mr Gavin Watson's company?

MR PETRUS STEPHANUS VENTER: It is one of Mr Gavin Watson's companies.

CHAIRPERSON: One of his companies?

MR PETRUS STEPHANUS VENTER: One of his companies yes.

10 **CHAIRPERSON:** Okay thank you.

ADV REFILOE MOLEFE: Now the payment that was made, was it made by Mr Watson personally or someone else? Into – pardon me, into the – into Miotto's account?

MR PETRUS STEPHANUS VENTER: The two persons which has access to the back account of Lamazest was the company secretary Natasha Olivier. She also did all Mr Watson's personal financial information. She would file it, she would handle it, she had access to the bank account. And also Lindsey Watson the daughter of Mr Watson the two of them approved the payment from Lamazest.

ADV REFILOE MOLEFE: Did you make use of any invoice when you were making these payments?

20 **MR PETRUS STEPHANUS VENTER:** Mr Watson did give me an invoice I recall did see an invoice. It was a – it is a couple of pages relating to the legal expenses of Mr Hlaudi Motsoeneng adding to R1.1 million. I recall seeing the invoice. That was if I recall correctly it was given to me.

ADV REFILOE MOLEFE: Yes and do you have possession of this invoice?

MR PETRUS STEPHANUS VENTER: Not anymore.

ADV REFILOE MOLEFE: The second payment that you referred to earlier was payment to Moroka Consultants, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: Can we turn to Exhibit S8 still on page 925 at paragraph 11.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Can you please read the first seven lines of that paragraph into the record?

MR PETRUS STEPHANUS VENTER:

10 “During September 2017 Gavin Watson approached me to assist
him and Sivient Dlamini to make three payments to Moroka
Consultants Training and Development PTY LTD. Lindsay
Watson prepared a consulting agreement between Miotto
Trading and Advisory Holdings PTY LTD and Moroka
Consultants Training and Development PTY LTD. Attached. No
services have been provided as this is merely a front for other
intentions.”

ADV REFILOE MOLEFE: Please stop there. The first sentence in that paragraph is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

20 **ADV REFILOE MOLEFE:** And the second sentence which deals with Lindsay Watson having prepared a consulting agreement between Miotto and Moroka Consultants is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And the latter part of that sentence which states that no services had been provided as this is merely a front for other intentions, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Can you then read further from – in paragraph 11 starting from “I had to...until the end? Pardon me until the end of that paragraph.

MR PETRUS STEPHANUS VENTER:

10 “I had to make three payments of R450 000,00 each to Moroka Consultants. The first payment was made on 30 September 2017 proof attached. The second payment was made on 28 October 2017 proof of payment attached. The final payment is only due by the end of November 2017. The agreement mentions that Moroka Consultants will provide and render consulting services to Miotto for a turnaround business strategy and to provide the necessary training in development to implement such.”

ADV REFILOE MOLEFE: Yes is the first sentence about the three payments correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And is it correct that the first payment was made on the 30 September 2017?

MR PETRUS STEPHANUS VENTER: Correct.

20 **ADV REFILOE MOLEFE:** Is it correct that the second – the first payment – the second payment was then made on the 28 October 2017?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And is it correct that the last payment it says here the final payment is only due by the end of November 2017 and as the statement was signed in November 2017.

MR PETRUS STEPHANUS VENTER: Yes correct.

ADV REFILOE MOLEFE: Was that correct? Now the agreement that was entered into between Miotto and Moroka Consultants what was the nature of that consulting agreement?

MR PETRUS STEPHANUS VENTER: It was for a turnaround strategy I – that was the wording in the agreement. No services were rendered but that was the wording Chair.

ADV REFILOE MOLEFE: Yes and you say that it is correct that no services had been provided as this was merely and I quote ‘a front for other intentions’, what were the other intentions?

MR PETRUS STEPHANUS VENTER: To make a payment, three payments to this
10 entity.

ADV REFILOE MOLEFE: To make payments through the entity?

MR PETRUS STEPHANUS VENTER: To this entity.

MR PETRUS STEPHANUS VENTER: To make payments to who?

MR PETRUS STEPHANUS VENTER: To Moroka. I do not know who is Moroka and I do not know what the funds were for but I was only instructed to make the payments so other than that I will not be able to elaborate. No services were rendered.

ADV REFILOE MOLEFE: Do you know what happened to the payments that were made to Moroka?

ADV REFILOE MOLEFE: No.

20 **ADV REFILOE MOLEFE:** You do not. You also deal with this in paragraph 35 of I think for ease of reference I will refer to it as the second statement on page 15 of Exhibit T10. The annexures that you attach in respect of these payments appear at pages 68, 70 and 72 as PV5(1), PV5(2) and PV5(3). Can we please turn to page 68. 69 rather.

CHAIRPERSON: What page number is it?

ADV REFILOE MOLEFE: Page 69 Chair.

CHAIRPERSON: 69?

ADV REFILOE MOLEFE: Yes. Are you there Mr Venter?

MR PETRUS STEPHANUS VENTER: I am there.

ADV REFILOE MOLEFE: What is that document that appears at page 69?

MR PETRUS STEPHANUS VENTER: It is a proof of payment.

ADV REFILOE MOLEFE: And from whom is this payment?

MR PETRUS STEPHANUS VENTER: It was paid from Miotto Trading and Advisory Holdings.

ADV REFILOE MOLEFE: And on what date was this payment made?

10 **MR PETRUS STEPHANUS VENTER:** On the 30 September 2017.

MR PETRUS STEPHANUS VENTER: And what was the amount paid?

MR PETRUS STEPHANUS VENTER: R450 000,00.

ADV REFILOE MOLEFE: And the beneficiary name there?

MR PETRUS STEPHANUS VENTER: Moroka Consultants.

ADV REFILOE MOLEFE: Can you confirm the spelling that is provided there?

MR PETRUS STEPHANUS VENTER: It is M-o-r-o-k-a.

ADV REFILOE MOLEFE: And this is different from what you have, is that correct?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Because you refer to Moroka Consultants correct?

20 **MR PETRUS STEPHANUS VENTER:** Moroka Consultants.

ADV REFILOE MOLEFE: Now what is the description on that document?

MR PETRUS STEPHANUS VENTER: It says: Moroka.

ADV REFILOE MOLEFE: And the reference number just under the description?

MR PETRUS STEPHANUS VENTER: Oh it says Miotto.

ADV REFILOE MOLEFE: Above the description you have the branch name and the

bank name, can you confirm the bank name?

MR PETRUS STEPHANUS VENTER: It is FNB.

ADV REFILOE MOLEFE: And do you confirm that above the bank name is the account number?

MR PETRUS STEPHANUS VENTER: That is the account number yes.

ADV REFILOE MOLEFE: Can we then go to the second annexure in this respect that appears at page 71 of your bundle? Are you there Mr Venter?

MR PETRUS STEPHANUS VENTER: Yes I am there.

ADV REFILOE MOLEFE: What appears at page 71?

10 **MR PETRUS STEPHANUS VENTER:** It is a proof of payment.

ADV REFILOE MOLEFE: From whom?

MR PETRUS STEPHANUS VENTER: Miotto Trading and Advisory Holdings.

ADV REFILOE MOLEFE: And what is the date of that payment?

MR PETRUS STEPHANUS VENTER: It is 28 October 2017.

ADV REFILOE MOLEFE: And what is the amount that was paid?

MR PETRUS STEPHANUS VENTER: R450 000,00.

ADV REFILOE MOLEFE: And what is cited by the beneficiary – beneficiary name?

MR PETRUS STEPHANUS VENTER: It is Moroka Consultants.

ADV REFILOE MOLEFE: And what is the bank name cited there?

20 **MR PETRUS STEPHANUS VENTER:** FNB.

ADV REFILOE MOLEFE: And the reference number?

MR PETRUS STEPHANUS VENTER: It is Miotto.

ADV REFILOE MOLEFE: And you confirm that an account number is cited there?

MR PETRUS STEPHANUS VENTER: That is the account number.

ADV REFILOE MOLEFE: Confirm the spelling please of the name of the recipient or

beneficiary as appears on page 71?

MR PETRUS STEPHANUS VENTER: It is Moroka – M-o-r-o-k-a Consultants.

ADV REFILOE MOLEFE: With an a?

MR PETRUS STEPHANUS VENTER: With an a.

ADV REFILOE MOLEFE: And the last annexure in relation to this payment appears at page 75. Do you confirm that that is – okay can you confirm what document that is at 75?

MR PETRUS STEPHANUS VENTER: It is a proof of payment.

ADV REFILOE MOLEFE: From whom is the payment?

10 **MR PETRUS STEPHANUS VENTER:** It is Miotto Training and Advisory Holdings.

ADV REFILOE MOLEFE: And what is the date of the payment?

MR PETRUS STEPHANUS VENTER: It is 30 November 2017.

ADV REFILOE MOLEFE: What is the amount?

MR PETRUS STEPHANUS VENTER: R450 000,00.

ADV REFILOE MOLEFE: My apologies. Mr Venter can you please go to 73 not 75?

MR PETRUS STEPHANUS VENTER: I am at 73.

ADV REFILOE MOLEFE: Yes I realise I skipped a page thank you. Just for the sake of the record at page 73 can you confirm what document that is?

MR PETRUS STEPHANUS VENTER: It is a proof of payment.

20 **ADV REFILOE MOLEFE:** And whom is the payment?

MR PETRUS STEPHANUS VENTER: Miotto Training and Advisory Holdings.

ADV REFILOE MOLEFE: And what is the date of the payment?

MR PETRUS STEPHANUS VENTER: 30 November 2017.

ADV REFILOE MOLEFE: What is the amount reflected?

MR PETRUS STEPHANUS VENTER: R450 000,00.

ADV REFILOE MOLEFE: And what is cited as the beneficiary name?

MR PETRUS STEPHANUS VENTER: It is Moroko Consultants.

ADV LEAH GCABASHE: Confirm the spelling please?

MR PETRUS STEPHANUS VENTER: M-o-r-o-k-o.

ADV REFILOE MOLEFE: And what is the description provided?

MR PETRUS STEPHANUS VENTER: It is says description is Moroko.

ADV REFILOE MOLEFE: And the reference number?

MR PETRUS STEPHANUS VENTER: It is Miotto.

ADV REFILOE MOLEFE: And the bank name?

10 **MR PETRUS STEPHANUS VENTER:** It is FNB.

ADV REFILOE MOLEFE: And you confirm that an account number appears there?

MR PETRUS STEPHANUS VENTER: Account number is the same as the previous two.

ADV REFILOE MOLEFE: You confirm that the account is the same?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Thank you. Chair there is investigation as to who Moroka Consulting belongs to and there has been progress in that respect. There will be evidence provided. Mr Venter the third payment that – rather the third document that you state to have provided to Mr Agrizzi is as you say an ABSA bank with the
20 beneficiary named Efg2, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And what was the description that you say was given?

MR PETRUS STEPHANUS VENTER: The description that was given to me is Social and Development.

ADV REFILOE MOLEFE: Can we refer to annexure S8 at paragraph 12 of annexure

S8 – pardon me – at page AA926. I am getting the pages confused. Page AA926 paragraph 12.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Can you please read that into the record?

MR PETRUS STEPHANUS VENTER: The entire paragraph?

ADV REFILOE MOLEFE: Yes please.

MR PETRUS STEPHANUS VENTER: Paragraph 12.

“Gavin Watson approached me once again on 17 October 2017.

10 He wanted me to assist him with a payment towards the
purchase of a residential property for Ms Lindi Gouws. The
amount was R2.5 million and I had to consider the amount to be
a loan. Ms Gouws insisted that a loan agreement be drawn up.
Gavin Watson took me to Natasha Olivier and instructed her to
pay R3 million from his personal account into Miotto Training and
Advisory Holdings PTY Limited bank account. It must be noted
that I could not question Gavin Watson as he would get upset
with me so I made the payments even though I knew that this
was not correct. The R2.5 million was for the purchase of Ms
Gouws’ residential property and R500 000,00 to Efg2 with an
20 ABSA bank account. I was merely told it was for a foundation
trust of Andile Ramaphosa the son of the Deputy President of the
Republic of South Africa. I found this strange but would not dare
question Mr Gavin Watson. The R3 million was paid on 17
October 2017 into Miotto bank account.”

ADV REFILOE MOLEFE: Yes now there are several – well there is in a sense two

issues from what I see in this paragraph. The first sentence speaks about Mr Gavin Watson having approached you and the date given there is 17 October 2017, is that true and correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And did he want you to assist with the payment towards the purchase of residential property for Ms Lindi Gouws?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And who is Ms Lindi Gouws?

MR PETRUS STEPHANUS VENTER: It was a close colleague that used to work at the
10 Bosasa Group who left and is currently still involved by doing the branding and marketing for the Bosasa Group Chair.

ADV REFILOE MOLEFE: And the following sentence there is that an amount of R2.5 million the amount was for R2.5million rather, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And did you have to consider the amount to be a loan?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And did Ms Gouws insists that a loan agreement be drawn up?

MR PETRUS STEPHANUS VENTER: Yes she did.

20 **ADV REFILOE MOLEFE:** What was the purpose of the amount being considered a loan?

MR PETRUS STEPHANUS VENTER: Ms Gouws wanted to purchase a property and she insisted that she would repay the money therefore it had to be regarded as a loan.

ADV REFILOE MOLEFE: Okay the sentence that follows states that Mr Gavin Watson took you to Natasha Olivier and instructed her to pay R3 million from his personal

account into Miotto Trading, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: The – is the entire sentence correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now the sentence that follows states there that it must be noted that you could not question Gavin Watson as he would get upset with you so you made the payments even though you knew that this was not correct, is that statement true?

MR PETRUS STEPHANUS VENTER: There is nothing untoward – of that paragraph
10 Chair, nothing wrong. I did not include that paragraph. I mean that was a loan and the R500 000,00 that I did not know what it was for. Maybe that is what Mr Agrizzi when he inserted that what he tried to explain.

ADV REFILOE MOLEFE: So are you saying that that entire sentence is incorrect?

CHAIRPERSON: Or as I understand you what you are saying is the reference to something being not correct is where you have a problem or not really?

MR PETRUS STEPHANUS VENTER: Yes Chair the R2.5 million there was nothing strange about it.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: The R500 000,00 I did not know that – as a
20 result of that I have asked Mr Watson about it.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: And he gave me the explanation.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Yes now in respect of what follows under that sentence reference was made to R2.5 million being for the purchase of Ms Gouws' residential

property, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And further reference is made to an amount of R500 000,00 to Efg2 with an ABSA bank account, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And is it true that you were told that it was for a foundation?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And is it true that – well it says foundation/trust of Andile Ramaphosa, were you informed as such?

10 **MR PETRUS STEPHANUS VENTER:** Yes.

ADV REFILOE MOLEFE: And that this was the son of the Deputy President of the Republic of South Africa?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And is it true that you found this to be strange?

MR PETRUS STEPHANUS VENTER: Yes I was very surprised when he gave me the name. So I was surprised.

ADV REFILOE MOLEFE: Why were you surprised?

MR PETRUS STEPHANUS VENTER: Because I was not aware of what the relationship was why would Mr Watson make a payment to the son of the Deputy
20 President of South Africa.

ADV REFILOE MOLEFE: Now perhaps just to confirm. Reference to the Deputy President who is that?

MR PETRUS STEPHANUS VENTER: That is Mr Cyril Ramaphosa.

ADV REFILOE MOLEFE: I suppose it is a non-brainer but certainty is required here. And the last part of that says that but you would not dare question Mr Gavin Watson, is

that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: Now at the end of paragraph 12 it says there that R3 million was then paid on the 17 October 2017 into Miotto's bank account, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And you deal with this in your second statement at paragraph 36 of T10 on page 16. With reference to the payment by Ms Olivier for purposes of payment for Ms Lindi Gouws' property, is there anything further you wish to bring to the attention of the Chair?

10 **MR PETRUS STEPHANUS VENTER:** No that is – nothing Chair.

ADV REFILOE MOLEFE: And in respect of the payment by Miotto into the ABSA bank account which was reference as being for beneficiary Efg2 can you turn to annexure PV6 and that appears on page 74 of your bundle. Are you there Mr Venter?

MR PETRUS STEPHANUS VENTER: I am there thank you.

ADV REFILOE MOLEFE: What document appears on page 75?

MR PETRUS STEPHANUS VENTER: It is a proof of payment.

ADV REFILOE MOLEFE: And from whom was this payment made?

MR PETRUS STEPHANUS VENTER: Miotto Training and Advisory Holdings.

ADV REFILOE MOLEFE: What is the date of that payment?

20 **MR PETRUS STEPHANUS VENTER:** 19 October 2017.

ADV REFILOE MOLEFE: And what is the amount of that payment?

MR PETRUS STEPHANUS VENTER: R500 000,00.

ADV REFILOE MOLEFE: As you go further down what is the beneficiary name cited there?

MR PETRUS STEPHANUS VENTER: It is Efg2.

ADV REFILOE MOLEFE: And if you move again further down what is the payment short/nickname cited there?

MR PETRUS STEPHANUS VENTER: Pardon me?

ADV REFILOE MOLEFE: When you move further down on the proof of payment.

MR PETRUS STEPHANUS VENTER: YEs.

ADV REFILOE MOLEFE: What is the reference made in respect of payment short/nickname?

MR PETRUS STEPHANUS VENTER: It says B-O-A-G.

ADV REFILOE MOLEFE: No, no. So let us go back to the beneficiary name. You say
10 that that is Efg2.

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: What follows thereafter is RECIP number / item.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: / Consolid – I would assume that is consolidate and nothing appears to the right side of that, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: Following that what is the payment short/nickname.

MR PETRUS STEPHANUS VENTER: I see.

ADV REFILOE MOLEFE: That is cited?

20 **MR PETRUS STEPHANUS VENTER:** It says Efg2.

ADV REFILOE MOLEFE: And what is the category/description that is cited there?

MR PETRUS STEPHANUS VENTER: Non-categorised.

ADV REFILOE MOLEFE: And do you confirm that there is an account number given there?

MR PETRUS STEPHANUS VENTER: That is right.

ADV REFILOE MOLEFE: And what is the bank name that is cited there?

MR PETRUS STEPHANUS VENTER: ABSA bank.

ADV REFILOE MOLEFE: And what is the description that is given there?

MR PETRUS STEPHANUS VENTER: Social and Development.

ADV REFILOE MOLEFE: Now the description that is given there who gave that description?

MR PETRUS STEPHANUS VENTER: Mr Gavin Watson gave me the description. I asked him because I had to put it on the bank statement so I had to ask him what it should be.

10 **ADV REFILOE MOLEFE**: Yes and beneath description is reference number, what is the reference number given there?

MR PETRUS STEPHANUS VENTER: B-O-A-G.

ADV REFILOE MOLEFE: Can we then return to paragraph 36 of your statement under bundle T10.

CHAIRPERSON: I am sorry where is the – oh B-O-A-G.

ADV REFILOE MOLEFE: Chair that would appear on page 75.

CHAIRPERSON: Yes no fine.

ADV REFILOE MOLEFE: Under reference number.

CHAIRPERSON: Yes.

20 **ADV REFILOE MOLEFE**: Which is the fifth item from the bottom.

CHAIRPERSON: Do you know what B-O-A-G stands for?

MR PETRUS STEPHANUS VENTER: No Chair. No idea.

CHAIRPERSON: Do you know what Efg2 stands for? What the full name is?

MR PETRUS STEPHANUS VENTER: No unfortunately not.

CHAIRPERSON: You do not and you did not ask?

MR PETRUS STEPHANUS VENTER: Never asked him. It was just given to me.

CHAIRPERSON: Okay. Thank you.

ADV REFILOE MOLEFE: Thank you. We then return to page 16 of your second statement where you deal with this payment. You have just given evidence that you did not know what the beneficiary name Efg2 referred to?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And that the reference Social Development was given to you by Mr Watson?

MR PETRUS STEPHANUS VENTER: Correct.

10 **ADV REFILOE MOLEFE:** Now do you have any other knowledge of the details surrounding this payment?

MR PETRUS STEPHANUS VENTER: No further details.

ADV REFILOE MOLEFE: And did you discuss this payment with anyone?

MR PETRUS STEPHANUS VENTER: Only Mr Agrizzi.

ADV REFILOE MOLEFE: And what was the nature of your discussion around the payment?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi I just want to get that in my statement. Mr Agrizzi testified that he was not really interested but he was very curious when I mentioned the name.

20 **ADV REFILOE MOLEFE:** When who mentioned the name?

MR PETRUS STEPHANUS VENTER: When I mentioned the name of this payment.

ADV REFILOE MOLEFE: So your discussion with Mr Agrizzi where he said in evidence that he was not very interested and you saying he in fact was. His interest surrounded the name, which name?

MR PETRUS STEPHANUS VENTER: Ramaphosa.

ADV REFILOE MOLEFE: But where did you get the name from?

MR PETRUS STEPHANUS VENTER: When I asked Mr Watson who the payment was for he said to me it is for the Foundation of Andile Ramaphosa.

ADV REFILOE MOLEFE: And you state that you do not know what the purpose of the payment was?

MR PETRUS STEPHANUS VENTER: No. That is the limited knowledge I had about it.

ADV REFILOE MOLEFE: And in Miotto's books what did you reference that payment as?

MR PETRUS STEPHANUS VENTER: BRIG.

10 **ADV REFILOE MOLEFE:** Well perhaps let me ask this differently. In Miotto's books when you give details surrounding the payment what did you specify the payment to relate to?

MR PETRUS STEPHANUS VENTER: It was also just a payment coming in, payment going out, because there was no real purpose for that payment. No service rendered for that income or inflow of income or payment.

ADV REFILOE MOLEFE: And was there any other payment that you made to this beneficiary, Efg2?

MR PETRUS STEPHANUS VENTER: No, only one payment.

ADV REFILOE MOLEFE: Not from Miotto, not from anyone else?

20 **MR PETRUS STEPHANUS VENTER:** *Ja*, no knowledge of any other payments.

ADV REFILOE MOLEFE: And do you know whether the payment was, pardon me.

CHAIRPERSON: The payment to Efg2 or the one that was referenced like that.

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: That came out of the account of which company?

MR PETRUS STEPHANUS VENTER: It came out of the account of Gavin Watson's

personal account into Miotto's account and it was paid from there to the Efg2 account.

CHAIRPERSON: Which company of Mr Gavin Watson?

MR PETRUS STEPHANUS VENTER: It came out from.

CHAIRPERSON: The one you mentioned earlier?

MR PETRUS STEPHANUS VENTER: No, Chair. It was coming from his own personal account.

CHAIRPERSON: Oh, it came from his own personal account?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Oh, so he; did he give you the cash or he?

10 **MR PETRUS STEPHANUS VENTER:** No.

CHAIRPERSON: You were running his account as well?

MR PETRUS STEPHANUS VENTER: No.

CHAIRPERSON: Personal account?

MR PETRUS STEPHANUS VENTER: No Chair. It was, his personal account gets run by Natasha Olivier.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: She has access to his personal accounts.

CHAIRPERSON: Yes.

20 **MR PETRUS STEPHANUS VENTER:** In my statement I did refer that he took me to her.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And he instructed her to pay R3 million.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: In Miotto's account.

CHAIRPERSON: Okay. No, thanks. Yes, I think I remember you saying so in your

statement, *ja*.

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Okay, but the other payments did they also come from his personal account?

MR PETRUS STEPHANUS VENTER: No, there were other, one payment came from Lamazest.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: One of the companies.

CHAIRPERSON: Yes, okay. Was that the one for Ms Lindi Gouws?

10 **MR PETRUS STEPHANUS VENTER:** No, his personal account was Ms Lindi Gouws.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And the Efg2 payment.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And if I remember correctly the [indistinct] came from Lamazest.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: So the two came from his personal account and one came from Lamazest?

20 **MR PETRUS STEPHANUS VENTER:** Correct.

CHAIRPERSON: Okay, thank you.

ADV REFILOE MOLEFE: Thank you. So the payment from Mr Gavin Watson's personal account did he make use of any particular reference? Can you recall in paying the amount into Miotto's account?

MR PETRUS STEPHANUS VENTER: I cannot remember what the reference was, but

I can certainly go and make sure about that. I can find out Chair.

CHAIRPERSON: Yes, okay.

ADV REFILOE MOLEFE: Now in relation to Miotto and the payments that are being made through Miotto these payments are being made without any detail of description in the books of Miotto. Do I understand that correctly?

MR PETRUS STEPHANUS VENTER: Yes, always difficult because there is no service rendered. So it would be in through our funds and out through our funds, but no real transaction really.

CHAIRPERSON: So the payment would come for example from Mr Gavin Watson's
10 personal account into Miotto's account and you would make payments to the beneficiaries' accounts from Miotto's account.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Is that right?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you.

CHAIRPERSON: At this stage, I am sorry. At this stage Miotto remained a company belonging to a family member of yours?

MR PETRUS STEPHANUS VENTER: Correct Chair.

20 **CHAIRPERSON:** But you were still running Miotto?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Yes. So there was no question of Miotto being a subsidiary of Bosasa?

MR PETRUS STEPHANUS VENTER: Not at any time Chair.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: [Intervenes].

CHAIRPERSON: But through the understanding that you had with among others Mr Agrizzi Miotto was being used for certain payments by Bosasa. Is that right?

MR PETRUS STEPHANUS VENTER: Chair yes only those TRM invoices.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: That I mentioned.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And then for these payments.

CHAIRPERSON: These ones, *ja*.

10 **MR PETRUS STEPHANUS VENTER:** For these ones.

CHAIRPERSON: *Ja*, okay. Thank you.

ADV REFILOE MOLEFE: Thank you. Still staying on EXHIBIT S8 at paragraph 13 which appears on page AA926 as well as paragraph 14 which appears at AA927 further reference is made regarding the transactions that you have just spoken about, the two transactions. Can you please read firstly paragraph 13 of EXHIBIT S8 as it appears on page AA926?

MR PETRUS STEPHANUS VENTER: Paragraph 13 reads as follows:

20 “On the morning of 6 November 2017 Ms Gouws called and informed me that she is not going ahead with the transaction and I should repay Gavin Watson’s money immediately. I recall she had a meeting with the attorney Darryl Ackerman about issues pertaining to Angelo Agrizzi whom she was paranoid about earlier that morning. After her meeting with the attorney she instructed me to repay Gavin Watson’s money which I did. The attorneys who handled the property transaction was Louise

Tonkin Incorporated and the contact person was Joan Fourie.

Attached are all the emails in this regard.”

ADV REFILOE MOLEFE: Do you know whether that statement is true or not?

MR PETRUS STEPHANUS VENTER: That is correct, true.

ADV REFILOE MOLEFE: Do you wish to bring any other matter to the attention of the Chairperson in this respect?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: And on the page that follows, paragraph 14 at page AA927 of EXHIBIT S8 can you please read that into the record?

10 **MR PETRUS STEPHANUS VENTER**: “I was instructed to pay the R500 000 part of the R3 million payment which was received to Efg2 into an Absa Bank account. Gavin Watson mentioned that the payment is towards Andile Ramaphosa’s Foundation. Proof of payment attached.”

ADV REFILOE MOLEFE: And do you confirm the truthfulness of that statement?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Now in respect of the two payments that you have just given testimony about, do you wish to bring any other matter to the attention of the Chair?

MR PETRUS STEPHANUS VENTER: No, Chair nothing else.

20 **ADV REFILOE MOLEFE**: And you have earlier confirmed that in respect of Efg2 no further payments were made according to your knowledge from Miotto or by yourself?

MR PETRUS STEPHANUS VENTER: Yes, correct.

ADV REFILOE MOLEFE: Can we then return to your interactions with Mr Agrizzi and what then follows, pardon me, your interaction with Mr Watson. Please turn with me to paragraph 26 of your second statement that appears at page 12.

MR PETRUS STEPHANUS VENTER: Yes, I am there.

ADV REFILOE MOLEFE: In paragraph 26 you make reference to events that took place in December 2017. Can you take the Chair through that?

MR PETRUS STEPHANUS VENTER: Yes. Chair this actually refers back to that flow diagram. Mr Andries van Tonder sent a text message to the audit partner of D'Arcy-Herrman Incorporated saying that there are a number of employees who would like to meet with him in respect of illegal activities by Mr Gavin Watson and the Bosasa Group. That was part of the plan that was carried out per the flow diagram.

10 **ADV REFILOE MOLEFE:** Yes and do you know who the SMS or WhatsApp message came from?

MR PETRUS STEPHANUS VENTER: It came from Andries van Tonder.

ADV REFILOE MOLEFE: And did you know anything else around the details of that message?

MR PETRUS STEPHANUS VENTER: They told me that they are going to send this message, text message to the audit partner just to scare Mr Watson slightly. Just to show him that they are very serious about this whole exercise.

ADV REFILOE MOLEFE: But how would they be scaring Mr Watson if the SMS was being to?

MR PETRUS STEPHANUS VENTER: Because then.

20 **ADV REFILOE MOLEFE:** One of the audit partners?

MR PETRUS STEPHANUS VENTER: They knew that the audit partner or myself would then contact Gavin Watson and inform him about it.

ADV REFILOE MOLEFE: How did you come to know of this SMS?

MR PETRUS STEPHANUS VENTER: They told me beforehand that they are going to send out and when they sent it out to the audit partner he forwarded the message to me

as well, but I already knew about it.

ADV REFILOE MOLEFE: Can you recall what exactly the SMS said?

MR PETRUS STEPHANUS VENTER: The SMS, Chair I am not in possession of the SMS anymore, but we can actually get it from the audit partner. It refers to that certain people would like to speak to the audit partner about illegal activities within Bosasa.

ADV REFILOE MOLEFE: Yes and do you know what became of that SMS?

MR PETRUS STEPHANUS VENTER: The audit partner obviously he has to react. So that, I recall that January the audit partner would follow up with Mr van Tonder on this text message, but all that Mr van Tonder said to him was, if I recall correctly, is that
10 based on the advice from the attorneys he is not allowed to meet with him at that point in time. So he actually delayed that meeting in order for Mr Watson to see the seriousness about this whole text message to the audit partner.

ADV REFILOE MOLEFE: Yes and do you have any other further information in respect of this text message?

MR PETRUS STEPHANUS VENTER: No that is all.

ADV REFILOE MOLEFE: In the paragraph following you deal with your interactions or rather allegations that you say Mr Agrizzi made. What allegations are you speaking of there?

MR PETRUS STEPHANUS VENTER: Mr; that is paragraph 27, am I correct?

20 **ADV REFILOE MOLEFE:** Yes.

MR PETRUS STEPHANUS VENTER: Mr Agrizzi when he testified he said that January of that year, 2018, I did not want to whistle blow anymore which was not correct, because we still had contact and I have stipulated that in 27.1, two and three.

ADV REFILOE MOLEFE: Yes.

MR PETRUS STEPHANUS VENTER: Or I still contact with Mr Agrizzi for still a three

or four month period.

ADV REFILOE MOLEFE: And before you deal with the contact with Mr Agrizzi, did you at any point turn against Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Yes. In April 2018 Bosasa approached me and Chair I think they have monitored my phone calls. They knew I was talking to Mr Agrizzi and yes.

ADV REFILOE MOLEFE: Yes.

MR PETRUS STEPHANUS VENTER: So I terminated all communication in April 2018 with Mr Agrizzi.

10 **ADV REFILOE MOLEFE:** Now before terminating all communication with Mr Agrizzi you have just testified that you were still in communication with Mr Agrizzi as at January 2018?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: What was the nature of your communication or interaction with Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: He would explain to me the processes that he explained to me per the flow diagram. That he is busy with negotiations with Bosasa in taking over the DCS Contract. So he kept me up to date as to what the progress was in that regard.

20 **ADV REFILOE MOLEFE:** And the month that followed in February 2018 did you interact with Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Yes. Mr Agrizzi still had contact with various people still working at Bosasa. They were leaking information. He told me that, but he did not specify any names. He wanted in February 2018 from me, he knew I was busy doing the provisional tax of the group and he wanted some financial information. So I

still had contact with him in February.

ADV REFILOE MOLEFE: Yes and this information that he wanted from you what information was it? Can you be specific?

MR PETRUS STEPHANUS VENTER: Financial information, he wanted to know what kind of turnover and what kind of profits the company was showing.

ADV REFILOE MOLEFE: When you say the company can you please be specific. Which company?

MR PETRUS STEPHANUS VENTER: Bosasa Group.

ADV REFILOE MOLEFE: Did you provide him with this information?

10 **MR PETRUS STEPHANUS VENTER:** Very limited. I said to him that you know I think they are not trusting me fully. So I do not want to disclose, they are just giving me some figures through. I do not have access to all the information I used to have.

ADV REFILOE MOLEFE: Yes and do you know whether Mr Agrizzi ever came into contact with this information he requested from you?

MR PETRUS STEPHANUS VENTER: Yes. I only gave him a little bit of information, but not too much.

ADV REFILOE MOLEFE: And from any other person, do you know if he received this information?

20 **MR PETRUS STEPHANUS VENTER:** Not financial information, but he did mention to me that people are leaking information to him, because just to elaborate on that. He would know where Mr Watson was, where he is going to, who he is meeting with. He actually knew exactly what was going on as if he was still employed at Bosasa.

ADV REFILOE MOLEFE: And this information was not from you?

MR PETRUS STEPHANUS VENTER: No, not from me. I also did not have access to that kind of information.

ADV REFILOE MOLEFE: And then the month following, did you have any interaction with Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Surely I must have had some communication with him in March. I cannot recall what happened there, but in April something did happen. So.

ADV REFILOE MOLEFE: Yes, what happened in April? This would be April 2018. Is that correct?

MR PETRUS STEPHANUS VENTER: 2018.

ADV REFILOE MOLEFE: Yes, what happened in April 2018?

10 **MR PETRUS STEPHANUS VENTER:** Chair Mr Agrizzi, some people leaked invoices to Mr Agrizzi and Mr Agrizzi was very suspicious of those invoices and he sent it to me via text message. I cannot remember whether it was WhatsApp or telegram or whatever, but he sent me those invoices that were leaked to him and he wanted me to print those invoices and I had to put it in an envelope. I had to take it to Mr Watson on that Friday. It was a Friday and I had to explain to Mr Watson that those invoices somebody delivered an envelope anonymously at my office with those invoices in the envelope. If I can carry on, I actually said to him that let us rather leave it for the following week, but he insisted that I take it on that Friday and when I took it to Mr Watson he really, really upset about information that was leaked out.

20 **ADV REFILOE MOLEFE:** Yes, before we get to Mr Watson, what nature of information or to whom did these invoices relate?

MR PETRUS STEPHANUS VENTER: It related to some security company that rendered a service to the Bosasa Group and it also turned out that there is nothing untoward about the invoices.

ADV REFILOE MOLEFE: Do you know why Mr Agrizzi wanted these invoices?

MR PETRUS STEPHANUS VENTER: He was very; it leaked out to him and he did not know the supplier. So he was very suspicious of that and he wanted to make a point to Mr Watson that he is aware of that.

ADV REFILOE MOLEFE: Yes. Now you say that these invoices were leaked to Mr Agrizzi. Do I have that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And you just earlier testified that Mr Watson found out. Is that correct?

MR PETRUS STEPHANUS VENTER: Yes, because I took it to him.

10 **ADV REFILOE MOLEFE:** You took what to him?

MR PETRUS STEPHANUS VENTER: I took the envelope to Mr Watson.

ADV REFILOE MOLEFE: And how did you get hold of this envelope?

MR PETRUS STEPHANUS VENTER: I had to print the invoices. I had to put it into the envelope and I had to tell Mr Watson that the envelope was delivered anonymously at my office.

ADV REFILOE MOLEFE: So if I understand it correctly you printed these invoices and delivered them to Mr Watson on instruction of Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And do you recall when about this happened?

20 **MR PETRUS STEPHANUS VENTER:** It was in April and it was a Friday Chair, April 2018.

ADV REFILOE MOLEFE: And in you delivering these invoices to Mr Watson did Mr Agrizzi give any specific instruction in your delivery of the invoices?

MR PETRUS STEPHANUS VENTER: He just wanted me to handover the invoices, to show Mr Watson there is a leak.

ADV REFILOE MOLEFE: And did you show Mr Watson the envelope?

MR PETRUS STEPHANUS VENTER: I did.

ADV REFILOE MOLEFE: And what did you say to Mr Watson when you gave him the envelope?

MR PETRUS STEPHANUS VENTER: I told him as was asked by Mr Agrizzi that the invoices was delivered anonymously at my office.

ADV REFILOE MOLEFE: And what did Mr Watson say?

MR PETRUS STEPHANUS VENTER: He got really upset when he opened up the envelope and he saw what is inside.

10 **ADV REFILOE MOLEFE:** And what was your reaction to Mr Agrizzi's instruction that you must deliver this invoice or this envelope of invoices rather to Mr Watson?

MR PETRUS STEPHANUS VENTER: I really did not want to do it. I actually still wanted to delay the delivery of the invoices, but he insisted no it has to be done on that Friday. So I did not want to do it, but he used me to do it.

ADV REFILOE MOLEFE: And during this period were you still employed with D'Arcy-Herrman?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: As a tax consultant?

MR PETRUS STEPHANUS VENTER: Yes.

20 **ADV REFILOE MOLEFE:** What then happened after you showed Mr Watson these invoices?

MR PETRUS STEPHANUS VENTER: Mr Watson called in Mr Louis Pisano who took over from Mr Andries van Tonder and he showed him that and they both were very upset and when I left Mr Watson called me on the Friday afternoon and he asked me to come and see him on the Monday morning, the following morning. When I arrived

there a few of the Board members were sitting there senior management and also the gentleman whose company it was who rendered that service. Mr Watson wanted to show me that the person is alive. There is nothing untoward about the invoices.

ADV REFILOE MOLEFE: Now do you know why the people you mentioned were upset when they saw the invoices?

MR PETRUS STEPHANUS VENTER: Because first of all I proved to them that there is a leak, people are sending invoices out to somebody, but they knew it was Mr Agrizzi and secondly they knew that he thought that there is something untoward about the invoices which was not the case.

10 **ADV REFILOE MOLEFE:** Now why would they be upset about the leak of invoices? Is it the leak itself or what was reflected on the invoices?

MR PETRUS STEPHANUS VENTER: The Bosasa Group wanted to eliminate the risk of people leaking information out to Mr Agrizzi. They were suspicious of that and this confirmed that people were leaking information out.

ADV REFILOE MOLEFE: And you say you cannot recall to which company the invoice related?

MR PETRUS STEPHANUS VENTER: Unfortunately not.

ADV REFILOE MOLEFE: Now before we deal with Mr Watson's reaction why did you act on Mr Agrizzi's instruction?

20 **MR PETRUS STEPHANUS VENTER:** Because at that point in time I still had contact with him and I signed this agreement and he actually used that against me. Saying that listen you have now signed this and I had no choice to carry out the instruction from Mr Agrizzi.

ADV REFILOE MOLEFE: You have just signed the agreement.

MR PETRUS STEPHANUS VENTER: In December 2018 I signed.

ADV REFILOE MOLEFE: Are you referring to the statement or?

MR PETRUS STEPHANUS VENTER: The first statement I signed in December 2018 and he used that. He said okay you are part of this now. This is what you need to do. He would call instructions.

ADV REFILOE MOLEFE: Yes. Then.

CHAIRPERSON: I am sorry. When you gave evidence about when you signed that statement on 18 December I wanted to ask a question, but it slipped my mind and I am going to interrupt just what you are dealing with now, because I do not want to forget. Before or where were you when you signed that statement?

10 **MR PETRUS STEPHANUS VENTER:** Chair I was on holiday in Mossel Bay in that December 2018.

CHAIRPERSON: And did you sign it in your house? Did you sign it at a police station? Where did you sign it?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi explained to me what I should do. I had no facility. So I had to go to a printing facility and I have printed the statement there and I went to the police station where I commissioned the statement. Went back to the printing business where I scanned and emailed the document back to Mr Agrizzi.

CHAIRPERSON: Yes and how long had you had it before you signed it?

20 **MR PETRUS STEPHANUS VENTER:** If I recall correctly Chair when he emailed it to me on that morning of the 18th I immediately printed that signed it and just got it out of the way, the same day.

CHAIRPERSON: I take it you read it before you signed it?

MR PETRUS STEPHANUS VENTER: Chair I did it that morning. I did quickly go through it and I just, I did sign it.

CHAIRPERSON: Yes and did you at that stage realise that there were things that you

may not have agreed with or is that something you discovered later?

MR PETRUS STEPHANUS VENTER: I realised that he had changed some of the wording and he did add some information into the agreement.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: I did realise that.

CHAIRPERSON: But you went ahead and signed it?

MR PETRUS STEPHANUS VENTER: I went ahead.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Yes Chair.

10 **CHAIRPERSON:** Okay, thank you. Ms Molefe you can proceed.

ADV REFILOE MOLEFE: Thank you Chair. You earlier stated that Mr Watson called you to come into the office on the following Monday?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Did you go and see Mr Watson on that following Monday?

MR PETRUS STEPHANUS VENTER: Yes, I did.

ADV REFILOE MOLEFE: What happened?

MR PETRUS STEPHANUS VENTER: That is where he introduced me, some of the Board members and senior management was present as well as the person to whom that company belonged to, to whom those invoices were issued from.

20 **ADV REFILOE MOLEFE:** And what was the purpose of that Monday meeting?

MR PETRUS STEPHANUS VENTER: Mr Watson wanted to show me that there is nothing untoward about the invoices and that the person is real and alive sitting across the table.

ADV REFILOE MOLEFE: And why did Mr Watson want to show you that?

MR PETRUS STEPHANUS VENTER: He wanted to make a point. I do not know why,

but he really went out of his way having all the people there to show me there is nothing wrong, but it is also the morning where the Internal Risk Advisor questioned me about when last I had communication with Mr Agrizzi. So I think it as a multipurpose meeting that was called that morning.

ADV REFILOE MOLEFE: So when you were questioned and we will come to that about when last you had interaction with Mr Agrizzi was this at the Monday meeting or on Friday when you delivered the envelope?

MR PETRUS STEPHANUS VENTER: I still a telephone conversation with Mr Agrizzi that Monday morning.

10 **ADV REFILOE MOLEFE:** No, when you were asked. Were you asked on Monday morning whether you had communication with Mr Agrizzi or on Friday?

MR PETRUS STEPHANUS VENTER: The Monday morning.

ADV REFILOE MOLEFE: Yes. You earlier stated that Mr Watson wanted to prove a point. What point do you think he was trying to prove?

MR PETRUS STEPHANUS VENTER: To show me that there is nothing untoward about those invoices that were leaked out.

ADV REFILOE MOLEFE: Why would he want to?

MR PETRUS STEPHANUS VENTER: Because he knew.

ADV REFILOE MOLEFE: Make a point to you?

20 **MR PETRUS STEPHANUS VENTER:** It came from Mr Agrizzi.

ADV REFILOE MOLEFE: Okay. Please allow me to finish so that we do not overlap and the transcript is properly recorded. I am going to repeat my question. Why would he want to make that point to you?

MR PETRUS STEPHANUS VENTER: To show me that the person is real and alive and there is nothing untoward about the invoices.

CHAIRPERSON: Do you think he suspected that you thought that these invoices were fraudulent or were not for services actually rendered?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: You think that is what he was thinking?

MR PETRUS STEPHANUS VENTER: That is what he was thinking.

CHAIRPERSON: Yes and do you know why he would have thought that that is what you thought about these invoices?

MR PETRUS STEPHANUS VENTER: Yes. That is I think the point he wanted to make to show Mr Agrizzi and me that there is nothing untoward about it. That it is real.

10 **CHAIRPERSON:** Yes, okay.

ADV REFILOE MOLEFE: Thank you Chair. Now you say that he wanted to show you and Mr Agrizzi that this invoice was real. Why would he want to show Mr Agrizzi through you or to prove this point?

MR PETRUS STEPHANUS VENTER: Because they knew that the invoices were leaked to him and that I had still communicated with Mr Agrizzi. I think that was the purpose.

ADV REFILOE MOLEFE: But If I understood your evidence earlier the envelope and the invoices were supposed to be made to look as though they were leaked to you. Is that correct?

20 **MR PETRUS STEPHANUS VENTER:** Anonymously delivered at my office, yes.

ADV REFILOE MOLEFE: So why would they then have any thought of Mr Agrizzi's [intervenes]?

MR PETRUS STEPHANUS VENTER: They knew it was, he had a hand into this whole thing.

ADV REFILOE MOLEFE: And why would, did they at any point question your

interaction with Mr Agrizzi in respect of the invoices?

MR PETRUS STEPHANUS VENTER: Yes. That Monday morning they knew that he must have sent it to me not delivered anonymously. So yes.

ADV REFILOE MOLEFE: And what makes you think that they knew this?

MR PETRUS STEPHANUS VENTER: I think they were monitoring my telephone calls, because they asked me there and then and I knew the way they handled that meeting that I knew they knew I still had contact with Mr Agrizzi.

ADV REFILOE MOLEFE: And what makes you think that they knew that you still had contact with Mr Agrizzi?

10 **MR PETRUS STEPHANUS VENTER:** Because they asked me.

ADV REFILOE MOLEFE: Now you say that the Internal Risk Auditor asked you when last you had contact with Mr Agrizzi. Is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And what was your response?

MR PETRUS STEPHANUS VENTER: Then I acknowledged that I do have contact with him.

ADV REFILOE MOLEFE: What then happened?

MR PETRUS STEPHANUS VENTER: Then I had to, they questioned me where is my loyalty. I had to make a decision on that day as to where is my loyalty and they allowed
20 me one opportunity to make a decision whether my loyalty was with them or not and whether they would remove or take away the audit from our company. So later that afternoon I had to get back to them to inform them that my loyalty is with them and that we could carry on with the relationship.

ADV REFILOE MOLEFE: And did you have to do anything to prove your loyalty to Mr Watson?

MR PETRUS STEPHANUS VENTER: At that point in time no. No, Chair. I think they were constantly monitoring my calls and my whereabouts. That is the impression I got, but since then I never had contact with him anymore. I told him that to secure the audit, not to lose the audit.

ADV REFILOE MOLEFE: And in drafting the second statement you were not trying to prove your loyalty to Mr Watson?

MR PETRUS STEPHANUS VENTER: Prove my loyalty to nobody Chair.

ADV REFILOE MOLEFE: So Mr Watson just took your word that you would be loyal him. Do I understand it correctly?

10 **MR PETRUS STEPHANUS VENTER:** You are right although they accepted that they really, things did change. They did not really trust me anymore the way they used to trust me. So it was okay and we carried on, but I just did my job.

CHAIRPERSON: Was it like it is okay, but we will be watching you?

MR PETRUS STEPHANUS VENTER: Yes. That, it was almost like this is what is going to happen now.

CHAIRPERSON: Hm.

ADV REFILOE MOLEFE: So in the state of and to use the Chair's words it is okay, but we will be watching you. The payments that would be made through Miotto at the instruction of Mr Watson did that continue?

20 **MR PETRUS STEPHANUS VENTER:** No that ended. The last payments were, it was only the three payments, his three entities.

ADV REFILOE MOLEFE: Yes now what did you say to Mr Agrizzi if anything?

MR PETRUS STEPHANUS VENTER: At what point?

ADV REFILOE MOLEFE: Following your Monday meeting with Mr Watson and your loyalty having been put in question and you're having stated that your loyalty was with

Mr Watson.

MR PETRUS STEPHANUS VENTER: Since – Chair since that morning on my way to Bosaso's offices that was my last communication with Mr Agrizzi, I have never spoken to him ever again, up until now.

ADV REFILOE MOLEFE: And how did Mr Agrizzi react to that?

MR PETRUS STEPHANUS VENTER: He didn't – he was obviously very furious because then he started threatening me via anonymous email addresses which he created.

ADV REFILOE MOLEFE: And what was the nature of these threats?

10 **MR PETRUS STEPHANUS VENTER:** He created some email address called PSVenterleaks@pm.me and he would send emails to my firm, my employer, he would send emails to CICA and IRBA and to various other people about me, threatening me you need to come clean now otherwise the following would happen, so he stated victimising me through these emails that he created.

CHAIRPERSON: Well so when would have been the last occasion that you spoke to Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: The morning of that meeting at Bosasa, in April 2018.

CHAIRPERSON: And what was the gist of that discussion between the two of you?

20 **MR PETRUS STEPHANUS VENTER:** Mr Agrizzi would – he would call everybody, myself, Mr van Tonder, Frans Vorster, he would call everybody every morning and every afternoon just to find out how you are, what happened, who are you going to see, what are you going to do at Bosasa, he would try and get information from me.

CHAIRPERSON: Oh, okay, so there's nothing of any significance that you can remember about the discussion. So on that morning did he know you were going to

meet with Mr Watson?

MR PETRUS STEPHANUS VENTER: Yes he did, I told him about.

ADV REFILOE MOLEFE: Your mic is off Mr Venter.

MR PETRUS STEPHANUS VENTER: Sorry, yes Chair I told him about it.

CHAIRPERSON: Yes and what was his reaction to you going to meet Mr Watson?

MR PETRUS STEPHANUS VENTER: I had to come back to him because I told him on the Friday afternoon after delivering of the invoices that Mr Watson called me and he wants to see me on the Monday morning to Mr Agrizzi was very curious as to what's happening that Monday morning.

10 **CHAIRPERSON:** Yes, yes, after the meeting you didn't call him?

MR PETRUS STEPHANUS VENTER: I didn't call him, I didn't take his calls and I never spoken to him again.

CHAIRPERSON: Okay and you say he made threats but you did not make any contact with him?

MR PETRUS STEPHANUS VENTER: No I didn't.

CHAIRPERSON: Okay thank you.

ADV REFILOE MOLEFE: Yes, now in respect of the threats you were explaining to the Chair the nature of the threats that were made by Mr Agrizzi through this email address which you have cited as psventerleaks@pm.me what were the nature by Mr

20 Agrizzi?

MR PETRUS STEPHANUS VENTER: Chair it was – I think I've attached one of the emails where he says that he circulated emails to CICA, to IRBA and those, the controlling bodies of auditors and accountants where he said that you better come clean, you need to disclose whatever, he wanted me to really to expose Mr Watson.

CHAIRPERSON: But you had signed the statement he wanted you to sign by now, isn't

it, and he had a copy of it?

MR PETRUS STEPHANUS VENTER: Correct Chair, just to ...(intervention)

CHAIRPERSON: Did he insist on the original, did he ask you to give him the original?

MR PETRUS STEPHANUS VENTER: I never gave him the original Chair.

CHAIRPERSON: But did he ask for it?

MR PETRUS STEPHANUS VENTER: He never asked for it.

CHAIRPERSON: Okay but as at the time of that meeting that Monday with Mr Watson he already had this statement with him?

MR PETRUS STEPHANUS VENTER: Yes he did.

10 **CHAIRPERSON:** Yes, okay, did you think subsequently the fact that you didn't come back to tell him how the meeting went with Mr Watson that Monday morning made him think that you were going to – you had changed your mind about your statement and about going through with being part of his group?

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you Chair, and did Mr Agrizzi do anything further other than these threats through this email address that you've spoken about?

MR PETRUS STEPHANUS VENTER: Chair yes, he emailed, he sent various emails and during August he leaked my unsigned agreement via this email address and then
20 towards the end of August 2018 he emailed the signed affidavit to my employer, so he actually carried out eventually the threat that he is going to expose me about this affidavit that I've done in December.

CHAIRPERSON: In the meantime had you kept your employer informed of the – of what – of your interactions with Mr Agrizzi and that you had been asked to sign a statement and that you had signed and all of that.

MR PETRUS STEPHANUS VENTER: No Chair I didn't inform them about that.

CHAIRPERSON: You had not, yes okay.

ADV REFILOE MOLEFE: Now in your Mr Watson rather enquiring into your loyalty was there any payment made by Mr Watson to you or any payment in respect insofar as your loyalty to him?

MR PETRUS STEPHANUS VENTER: No, no payment.

ADV REFILOE MOLEFE: So when last did you speak to Mr Watson?

MR PETRUS STEPHANUS VENTER: Since Mr Agrizzi released my signed statement in August 2018.

10 **ADV REFILOE MOLEFE:** August 2018?

MR PETRUS STEPHANUS VENTER: August 2018, I was at the time suspended, and I was asked not to have any contact with Bosasa or the directorate or Mr Watson and ever since I had no communication let's all it early September I had no communication with anybody at Bosasa.

ADV REFILOE MOLEFE: So were you suspended follow the leaking of the statement or before.

MR PETRUS STEPHANUS VENTER: Correct, following the signed statement that was sent by Mr Agrizzi to my employer.

ADV REFILOE MOLEFE: And what then happened thereafter?

20 **MR PETRUS STEPHANUS VENTER:** In September I resigned.

ADV REFILOE MOLEFE: You resigned from D'Arcy-Herrman?

MR PETRUS STEPHANUS VENTER: From D'Arcy-Herrman yes.

ADV REFILOE MOLEFE: And when you say September is it September 2018?

MR PETRUS STEPHANUS VENTER: 2018 correct.

ADV REFILOE MOLEFE: And post September 2018 has there been any other

further interaction between yourself and Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: No further communication or interaction.

ADV REFILOE MOLEFE: And between yourself and Mr Andre van Tonder?

MR PETRUS STEPHANUS VENTER: No further interaction.

ADV REFILOE MOLEFE: And between yourself and Mr Watson you said there was none?

MR PETRUS STEPHANUS VENTER: None, I can put on record that Mr Watson tried to all me twice last week, at the beginning of last week but I didn't take the calls.

ADV REFILOE MOLEFE: Did Mr Watson by any chance leave a message?

10 **MR PETRUS STEPHANUS VENTER:** Yes, he said to me please call me back, this is my new number.

ADV REFILOE MOLEFE: And did you return the message?

MR PETRUS STEPHANUS VENTER: No I didn't.

ADV REFILOE MOLEFE: And you say you didn't return the call?

MR PETRUS STEPHANUS VENTER: No calls returned.

ADV REFILOE MOLEFE: Now in the following paragraphs of your statement you deal with further payments that were made to several persons and in your approach in dealing with these statements you deal with the remainder parts of the first statement. Can we now turn to page – paragraph 30 on page 14 of Exhibit T10. With reference to
20 the first statement you pick up from paragraph 5 of your statement of the first statement rather, pardon me Chair, that appears under Exhibit S8 and that appears at page AA924, are you there Mr Venter?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Can you please read into the record the contents of paragraph 5 of this first statement?

MR PETRUS STEPHANUS VENTER:

“Over the years I’ve built up a good relationship with Tony Perry, Andries van Tonder, Gavin Watson, Jacques van Zyl, Carlos Pondifacia and all the directors and other employees of the Bosasa Group. Gavin Watson realised this and wanted me to get more involved in the business in the form of a consultant from an external point of view. I was therefore not just a tax consultant for the Bosasa Group.”

ADV REFILOE MOLEFE: Do you confirm the truthfulness of this statement?

MR PETRUS STEPHANUS VENTER: That’s correct.

10 **ADV REFILOE MOLEFE:** And is there anything further that you would like to bring to the Chair’s attention in this respect?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: What then follow is paragraph 7 still on 924, do you confirm that on the first statement there is no paragraph 6?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: The next paragraph that follows is 7, can you please read that into the record.

MR PETRUS STEPHANUS VENTER:

20 “Although I had to attend to the normal duties of a tax consultant Gavin Watson want more from me. Gavin Watson informed all the directors that I will be handling their annual personal tax returns and the company will pay for the services. I was also instructed to do the annual tax returns of Patrick Gillingham and the annual tax return of Linda Mti.

ADV REFILOE MOLEFE: Yes now the first part of that paragraph do you confirm the truthfulness that you had to attend to the normal duties of a tax consultant?

MR PETRUS STEPHANUS VENTER: Yes correct.

ADV REFILOE MOLEFE: And do you confirm, is it true as the sentence continues that Gavin Watson wanted more from you?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And in this respect reference is made firstly to Gavin Watson having informed all the directors that you will be handling their annual personal tax returns and that the company will pay for the services is true?

MR PETRUS STEPHANUS VENTER: True.

ADV REFILOE MOLEFE: Now with reference to all the directors, which directors were
10 these, are these directors of Bosasa?

MR PETRUS STEPHANUS VENTER: Yes, the directors of Bosasa.

ADV REFILOE MOLEFE: And you say it's correct that the payment, the company, is this Bosasa?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: That the company will pay for the service?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And what follows then is that you were instructed to do the annual tax return of Patrick Gillingham is this correct?

MR PETRUS STEPHANUS VENTER: That's correct.

20 **ADV REFILOE MOLEFE:** And can you recall during which period you had to attend to the tax returns of Patrick Gillingham?

MR PETRUS STEPHANUS VENTER: I just want to check here, if I've got it correctly Chair it's from 2012 onwards.

ADV REFILOE MOLEFE: Can I refer you to paragraph 32 of your second statement, that is where you deal in detail with the contents of paragraph 7 of the first statement?

MR PETRUS STEPHANUS VENTER: Yes thank you.

ADV REFILOE MOLEFE: Do you want to refresh your memory insofar as date.

MR PETRUS STEPHANUS VENTER: Yes I've got it down there as from 2012 onwards.

ADV REFILOE MOLEFE: Yes and in the first statement it continues to say that you also had to do the annual tax return of Linda Mti, is this correct?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: And can you recall for what period you had to do the annual tax returns of Mti?

10 **MR PETRUS STEPHANUS VENTER:** 2013 onwards.

ADV REFILOE MOLEFE: And do you know why you had to do firstly the annual tax returns of the directors of Bosasa?

MR PETRUS STEPHANUS VENTER: Mr Gavin Watson wanted all of the directors to be compliant, so he wanted to centralise all their – the person who does all their tax returns and it was referred to me so yes.

ADV REFILOE MOLEFE: And did you attend to these tax consultant duties on behalf of D'Arcy-Herrman or in your personal capacity?

MR PETRUS STEPHANUS VENTER: No on behalf of D'Arcy-Herrman.

20 **ADV REFILOE MOLEFE:** And in respect of the annual tax return of Mr Patrick Gillingham do you know why you had to personally attend to this?

MR PETRUS STEPHANUS VENTER: They introduced me, Mr Agrizzi and Mr Watson introduced me to him, and to Mr Linda Mti and they instructed me to assist the two gentlemen to do their tax returns.

ADV REFILOE MOLEFE: And who were the two gentlemen introduced as?

MR PETRUS STEPHANUS VENTER: They were just introduced as normal people but

when I heard the names I realised what their past history was about.

ADV REFILOE MOLEFE: And what is their past history?

MR PETRUS STEPHANUS VENTER: They were employees at the Department of Correctional Services.

ADV REFILOE MOLEFE: So when they were introduced to you did you know of the nature of their affiliation, if any, with Bosasa?

MR PETRUS STEPHANUS VENTER: Not at the time, other than I knew that there was an SAU case where the two gentlemen's names were mentioned and I did ask him about it and as per my statement they explained to me that the case – nothing came
10 from the case, nothing is going to come from the case and they also explained to me something about the case was thrown out because of fruits of a poisoned tree or something, that was the terminology that was used, so I did their tax returns.

CHAIRPERSON: Who paid for your handling of the taxes of Mr Mti and Mr Gillingham

MR PETRUS STEPHANUS VENTER: It was included in the fee of the tax returns of the directors Chair, I just included two more, I sent a single invoice annually to Bosasa say for example R40 000 and that would include all the directors but also the two gentlemen, theirs as well.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: So when you included the fees of Mr Gillingham and Mr Mti
20 you say that you included their fees in the fees of directors, correct?

MR PETRUS STEPHANUS VENTER: Part of that invoice included so I didn't charge them separately.

ADV REFILOE MOLEFE: So if I understand it correctly the invoice in respect of the directors was inflated to incorporate the services that D'Arcy would have provided in respect of Mr Gillingham and Mr Mti?

MR PETRUS STEPHANUS VENTER: It was a fixed fee which included everything and that was also included but I suppose if you want to break it down it's included there.

ADV REFILOE MOLEFE: Well on the invoice what was the – what was indicated on the invoice?

MR PETRUS STEPHANUS VENTER: Completion of tax returns of directors and senior management I think.

ADV REFILOE MOLEFE: Now Mr Gillingham and Mr Mti were they directors?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: Of Bosasa?

10 **MR PETRUS STEPHANUS VENTER:** Not at all.

ADV REFILOE MOLEFE: So was there any reason why the fees in respect of the tax returns of Mr Gillingham and Mr Mti were concealed it would seem?

MR PETRUS STEPHANUS VENTER: All I was told is just to include it into the fee of all the directors and recover it via the invoice for the directors tax returns so I included the two gentlemen.

ADV REFILOE MOLEFE: Told by who?

MR PETRUS STEPHANUS VENTER: Told by if I remember correctly all my instructions came from Gavin Watson.

20 **ADV REFILOE MOLEFE:** Now you earlier said that you were aware that the gentlemen were previously with the Department of Correctional Services, did you at any point express any concern over the manner in which you were invoicing and incorporating Mr Gillingham and Mr Mti into the invoice?

MR PETRUS STEPHANUS VENTER: No I didn't, Mr Watson just told me how to do it and I've done it in order to recover the fees.

ADV REFILOE MOLEFE: Well yes but in your mind with the knowledge of where – the

background of the gentlemen as you put it, did you not find it strange that you are concealing payments for tax consultancy services?

MR PETRUS STEPHANUS VENTER: Yes, but if I can just elaborate the invoice didn't specify the names of all the directors, it was just a single liner explaining and as a result of that, that was included, but yes.

ADV REFILOE MOLEFE: Yes I understand that and I accept it but my point really is did you not find it strange that firstly you testified that you were aware that Mr Gillingham and Mr Mti were not directors of Bosasa, is that correct?

MR PETRUS STEPHANUS VENTER: Yes that's correct.

10 **ADV REFILOE MOLEFE:** So did you not find it strange that they're included in this?

MR PETRUS STEPHANUS VENTER: It is strange yes, it is strange.

ADV REFILOE MOLEFE: Did you question this?

MR PETRUS STEPHANUS VENTER: Yes but I was merely told by Mr Watson to include it and why do you question if you recover your fee, why do you worry.

ADV REFILOE MOLEFE: Yes, and did you have any discussion with anyone in respect of the firstly tax consultancy of Mr Gillingham and Mr Mti?

MR PETRUS STEPHANUS VENTER: No I didn't discuss it with anybody, I kept it confidential.

20 **ADV REFILOE MOLEFE:** And in respect of the inclusion of the fees that you would be charging for the two Mr Gillingham and Mr Mti, did you have any discussion with anyone?

MR PETRUS STEPHANUS VENTER: No, they knew that because they never paid me so they must have known that it was paid on their behalf.

ADV REFILOE MOLEFE: Yes, is there anything that you would like to bring to the attention in this respect?

MR PETRUS STEPHANUS VENTER: No that's all.

ADV REFILOE MOLEFE: You then deal in paragraph 33 of your second statement with another company, can you specify which company you're dealing with there?

MR PETRUS STEPHANUS VENTER: It's a company called Leonora Investments. If I remember correctly many years ago when my firm's name was still Bester Viljoen Incorporated we received an instruction from Mr Tony Perry, who was the Company Secretary at Bosasa at the time, he wanted some assistance through our company secretarial side to register or to do some amendments to a company called Leonora Investments, only later on when Mr Adrian Basson came to inspect all the share
10 registers and all of that we realised that this company entity belonged to Mr Mti.

ADV REFILOE MOLEFE: Okay before you deal with the second part of your evidence, you've just stated that Leonora Investments pertained to when D'Arcy-Herrman was still Bester Viljoen, is this correct?

MR PETRUS STEPHANUS VENTER: Ja, it was ...(intervention)

ADV REFILOE MOLEFE: Can you recall what year this is in?

MR PETRUS STEPHANUS VENTER: Many years ago, 2006, 2007, 2008, Chair it was a long time ago, 10, 11, 12 years ago.

ADV REFILOE MOLEFE: Okay in your evidence earlier you said that Bester Viljoen eventually changed D'Arcy-Herrman sometime in 2009, well it changed to one name in
20 2009 and then later in 2013.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: So it would be during a period that precedes the year 2009, is that correct?

MR PETRUS STEPHANUS VENTER: Ja.

ADV REFILOE MOLEFE: Because that's when it was still referred to as Bester Viljoen.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Yes, you were then explaining how this entity was associated with Mr Mti.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: In what manner?

MR PETRUS STEPHANUS VENTER: That with the little bit of knowledge I have about it Chair I think Mr Mti was - I can't remember if it was a company or a CC, he was the member or the director of that company.

ADV REFILOE MOLEFE: Yes, and you just testified that Bester Viljoen was instructed
10 to do the registration of the company.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now can you recall what the nature of business that this company was to conduct?

MR PETRUS STEPHANUS VENTER: That was the only time I heard the company's name, never heard about ever again going forward.

ADV REFILOE MOLEFE: Do you know why you were instructed, or Bester Viljoen rather was at that point instructed to register the company?

MR PETRUS STEPHANUS VENTER: I don't have any knowledge about it Chair.

ADV REFILOE MOLEFE: Do you know what the company was used for?

20 **MR PETRUS STEPHANUS VENTER:** Not at all.

ADV REFILOE MOLEFE: Did you have any involvement in the company, whether it be as auditing or for any payment purposes?

MR PETRUS STEPHANUS VENTER: I can't recall we doing anything else, other than just registering the company.

ADV REFILOE MOLEFE: Yes, and Bester Viljoen as it was known then did it register

any other companies for any other persons, can you recall?

MR PETRUS STEPHANUS VENTER: No, only for the Bosasa Group, but nothing for people on their behalf, nothing I can remember.

ADV REFILOE MOLEFE: Now do you know whether Mr Mti was aware of the registration of this company?

MR PETRUS STEPHANUS VENTER: No idea Chair, no idea.

ADV REFILOE MOLEFE: Did you ever meet him during the registration process?

MR PETRUS STEPHANUS VENTER: Nothing, nothing at all, only in 2013.

10 **ADV REFILOE MOLEFE:** So in registering the company what documents did you rely on?

MR PETRUS STEPHANUS VENTER: Chair I don't have any knowledge about it as I was not involved in that process.

ADV REFILOE MOLEFE: Thank you. Then can we revert back to Exhibit S8 at page 924, paragraph 8. Can you please read paragraph 8 into the record.

MR PETRUS STEPHANUS VENTER:

20 "At the beginning of 2016 Gavin Watson approached me to take over Concillium Business Consultants Pty Limited, a company which belonged to Dr Jurgen Smith. Dr Smith was diagnosed with cancer and wanted to exit the company as soon as he could. Concillium is a Labour Broker company who employs people for the Bosasa Group of Companies."

ADV REFILOE MOLEFE: You've dealt with this earlier. Now in respect to of this particular paragraph in this statement do you confirm the truthfulness of that?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And the following paragraph, paragraph 9 you have already dealt with. Can you then turn over to page A925, paragraph 10 of Exhibit S8. Can you

please read into the record the contents of paragraph 10.

CHAIRPERSON: Hasn't he dealt with that?

MR PETRUS STEPHANUS VENTER: We've dealt with that.

CHAIRPERSON: He has dealt with that.

ADV REFILOE MOLEFE: Pardon Chair. My apologies Chair.

CHAIRPERSON: And the next paragraph.

ADV REFILOE MOLEFE: Yes, thank you Chair.

CHAIRPERSON: And paragraph 12 he has dealt with it.

ADV REFILOE MOLEFE: Yes, as well as paragraph 13.

10 **CHAIRPERSON**: I think and 13 as well.

ADV REFILOE MOLEFE: Yes and 14, do you confirm that? Do you confirm that you have dealt with paragraph 14?

MR PETRUS STEPHANUS VENTER: Yes, correct I agree.

ADV REFILOE MOLEFE: The paragraph that then follows is paragraph 15 of the first statement as appears on page A927 under Exhibit S8, can you please read that paragraph into the record.

MR PETRUS STEPHANUS VENTER: Paragraph 15:

20 "Gavin Watson asked me to assist Lindy Gouws on many occasions from calming her down to getting her to focus. One of the tasks he instructed me to do was to register a company called The Exchange Space Pty Limited. The purpose of the company is to do the marketing and branding of the Bosasa African Global Group. Over and above the monthly salary had to now pay Lindy Gouws a gross salary of R42 000 per month in order to clear a net amount of R24 000. This amount had to go towards Ms Gouws' bond repayment (R1million bond repayment over 10 years just estimated). Proof

of the payslip is attached. I want to emphasize the fact that the salary from The Exchange Space Pty Limited was purely for the bond repayment as Ms Gouws gets paid from Concillium Business Consultants for her services. Her month cost to the company was R137 717.”

ADV REFILOE MOLEFE: And is – are the contents of this statement correct, of this paragraph?

MR PETRUS STEPHANUS VENTER: It is correct.

ADV REFILOE MOLEFE: And is there anything further in this respect that you wish to bring to the attention of the Chair?

10 **MR PETRUS STEPHANUS VENTER:** Nothing else.

ADV REFILOE MOLEFE: Can we then turn to ...(intervention)

CHAIRPERSON: Well is this paragraph correct?

MR PETRUS STEPHANUS VENTER: Yes correct Chair.

CHAIRPERSON: It was correct okay, yes, you may continue.

ADV REFILOE MOLEFE: Thank you Chair. And can we then move on to paragraph 16 of Exhibit S8 still at page A927, can you please read the content of that paragraph into the record?

MR PETRUS STEPHANUS VENTER:

20 “I would complain that this practice was incorrect and morally disturbing but Gavin Watson threatened that my services and those of my company will be terminated. I had to do what was asked from me or else what happened to so many would happen to me.”

ADV REFILOE MOLEFE: And are the contents of this paragraph correct?

MR PETRUS STEPHANUS VENTER: One would follow instructions from Gavin Watson yes Chair.

ADV REFILOE MOLEFE: Okay is the entire paragraph correct or not?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And what would be the cause of your complaint here?

MR PETRUS STEPHANUS VENTER: Mr Gavin Watson even if he gives you an instruction you don't dare go against him, you just carry out instructions. You follow instruction.

ADV REFILOE MOLEFE: Well you talk about this practice, you've just confirmed the correctness of this paragraph and it talks about the practice being incorrect and morally disturbing. Why did you say that?

10 **CHAIRPERSON**: Yes, what practice are you talking about there?

MR PETRUS STEPHANUS VENTER: Chair I think this paragraph was inserted by Mr Agrizzi but for me to elaborate on that, that's why I've commented that if Gavin Watson gives you an instruction you carry it out.

CHAIRPERSON: Ja, but is that – that can't be the practice that you are talking about. The practice you're talking about in that first line must be something else?

MR PETRUS STEPHANUS VENTER: Chair no, that's why I'm saying this paragraph was inserted by Mr Agrizzi, it's not my wording.

CHAIRPERSON: Yes but you remember you were asked whether the paragraph is correct. I know it's been a long day but you must tell me if there's something that you
20 don't agree with in the paragraphs that are in what you have referred to as your first statement, because in your second statement you did identify paragraphs that had – were not entirely correct, so when we deal with the first affidavit it's important to know which ones you are happy with, which ones you might not be happy with, so in paragraph 16 the reference to the practice there do you understand what practice is being referred to?

MR PETRUS STEPHANUS VENTER: I think the practice refers to Chair that instructions from Gavin Watson if he tells you to do something then you would do it, for example in the previous paragraph we had to pay Ms Lindy Gouws an additional amount, that's basically an instruction, you've got to carry it out, so the practice I think I'm referring to there was that it's all instructions from Mr Gavin Watson, you have to ...

CHAIRPERSON: Well that, I don't think that sounds logical to me, in paragraph 16, which you confirmed was correct you set out what Mr Gavin Watson instructed you to do, and in the last of those two paragraphs which are under 15, paragraph 15, you say he instructed you to make certain payments and then at the beginning of paragraph 16
10 you start the paragraph by saying: "you would complain that this practice was incorrect and morally disturbing." So this practice must refer to something you have already – you have just referred to above. And in paragraph 15 you do not refer – or the only practice I can think of is instructions about payments. The payments that you have been made to make. So I am making it a distinction between the instruction and the actual activity that you were instructed to do. My understanding is that the reference to practice is a reference to the activity of making payments. But does that accord with your understanding?

MR PETRUS STEPHANUS VENTER: Chair you are right.

CHAIRPERSON: Or it does not accord?

20 **MR PETRUS STEPHANUS VENTER:** No you are right Chair I just paged back.

MR PETRUS STEPHANUS VENTER: Yes.

MR PETRUS STEPHANUS VENTER: And ja.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: It refers to everything that happened prior to this paragraph yes.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: The making of payments and all of that yes.

CHAIRPERSON: Yes but if that – if that is the understanding of the reference to practice is correct the next question is what was wrong with being asked to engage in those activities in making those payments?

MR PETRUS STEPHANUS VENTER: Chair...

CHAIRPERSON: Because that person then suggest that it is wrong that activity referred to above is wrong which is the making of those payments?

MR PETRUS STEPHANUS VENTER: Making of those payments.

10 **CHAIRPERSON:** Ja what was wrong? Was there something wrong with being asked to make those payments?

MR PETRUS STEPHANUS VENTER: Chair I think it is based on the instructions and the fact that Mr Watson did not have an office, he did not have a secretary, he did not have a computer. So he would make use of people to carry out – to do certain things for him. That is the kind of practice – that is why I had to make the payments as well.

CHAIRPERSON: Or so is it in other words – was your complaint therefore related to the nature of the tasks that you – that he was asking you to do? Was it something you thought somebody else should be doing it for him?

MR PETRUS STEPHANUS VENTER: Yes Chair I think basically I think you
20 summarised it correctly that it is the way the paragraphs prior to this paragraph where instructions was given and where payments had to be made. Mr Watson conveniently not having an office or a secretary or a computer would make use of people. He would use people to carry out instructions to do certain things.

CHAIRPERSON: Hm. Okay so must we take it therefore that the – that first sentence of paragraph 16 that complaint by you refers to being instructed to perform those

duties?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: But Mr Venter if your complaint was the instruction to perform those duties then why would you find it to be morally disturbing in addition to it being incorrect as you have cited you further say it was morally disturbing?

MR PETRUS STEPHANUS VENTER: Although you do not want to do things Chair if Gavin Watson gives you an instruction you have to carry it out. You cannot argue. I think that is what I am trying to explain there.

10 **CHAIRPERSON:** Well I think Ms Molefe is focusing on the phrase you use morally disturbing. It is like you are saying there is something morally wrong that he asked you to do?

MR PETRUS STEPHANUS VENTER: Ja it is strong wording Chair I agree but I just wanted to make the point that you know if he asked you to do something then you have to do it. You do not – whether you comfortable with that or not if he asks you, you cannot say no. You cannot go against him.

CHAIRPERSON: But do you want to stand by that sentence as it is or do you say you would have preferred it to read differently in terms of describing what your complaint was?

20 **MR PETRUS STEPHANUS VENTER:** I think so Chair. Maybe you are right. Maybe ja.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: Explain it differently.

CHAIRPERSON: How would you form – how would you articulate your complaint now?

MR PETRUS STEPHANUS VENTER: Definitely not feeling comfortable carrying out

the instructions.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: Because you know more in that sense that based on very little information Gavin Watson would expect from you to do certain things without really explaining it to you. Whether you agree or disagree you have to do it.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Okay can I and without belabouring the point can I refer you to your second statement which appears paragraph 39 which appears at page 17.

10 There you elaborate your reference to paragraph 16 of this first statement. Can you explain to the Chair firstly – well can you first confirm that in paragraph 39 you confirm the correctness of paragraph 16 of the first statement?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And can you explain to the Chair the basis for which you confirm the correctness of the statement of this paragraph rather?

MR PETRUS STEPHANUS VENTER: Chair there on my statement now I have tried to explain that the instructions that you would not dare going against Mr Watson that he would – he would terminate your service or you know he would just put you – push you to the side and ignore you. So that is the point I wanted to make and I have actually
20 elaborated that.

ADV REFILOE MOLEFE: Yes and you have earlier confirmed that the reference that you making was in your first statement was in relation to the previous transactions for which you had to make payments. Now as I have it from at least five preceding paragraphs the transactions relate to the legal costs of Mr Hlaudi Motsoeneng. The second relates to the three payments to Moroka Consultants. The transaction that

follows is the payment towards the purchase of the residential property of Ms Lindi Gouws. Followed by that is the payment of R500 000,00 to what has been described as Efg2 which you say was for the Andile Ramaphosa Trust and the payment that then follows after that if in relation to Mr Lindi Gouws at paragraph 14 again there is reference to the payment of R500 000,00 in respect of the Andile Ramaphosa foundation as you say you were told and following that is the payment again to Ms Lindi Gouws which you have spoken about. Now are you sticking with your evidence because earlier the Chair asked you that in your use of the term 'morally disturbing' were you referencing – making any reference to any and I am not quote the Chair but

10 any moral wrongfulness around these payments?

MR PETRUS STEPHANUS VENTER: I think maybe those are strong words. I can perhaps rephrase it by saying what I have said in paragraph 16 in my new statement. I would then amend those wording.

ADV REFILOE MOLEFE: Okay. Thank you. Chair there are further transactions that will be dealt with in the remaining parts of Mr Venter's affidavit in relation to both subsidiaries and persons affiliated to Bosasa but I do see that it is just after four, it is ten past four on my watch I do not know if this would be a convenient time to adjourn?

CHAIRPERSON: It looks like we should not take too long before we finish with him. I do not know what your estimate is I would rather let us finish with him if we can

20 because I would not like in the light of what Mr Pretorius is going to tell me in due course when you are done I would not like tomorrow to come only for a short time to the hearing. So I do not know – what is your estimate of how much more time?

ADV REFILOE MOLEFE: My estimation is roughly two hours Chair. It should not be longer than two hours.

CHAIRPERSON: Let me ask Mr Pretorius.

ADV REFILOE MOLEFE: Certainly Chair.

CHAIRPERSON: Mr Pretorius how does tomorrow look like?

ADV PAUL JOSEPH PRETORIUS: Chair in ordinary circumstances we would consider that convenient but the problem is that there are other matters of preparation to be dealt with this afternoon to ensure that Thursday happens. And those are...

CHAIRPERSON: To ensure that?

ADV PAUL JOSEPH PRETORIUS: Thursday happens. The issue of notices.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: The finalisation of Thursday's statement.

10 **CHAIRPERSON**: Yes.

ADV PAUL JOSEPH PRETORIUS: About which I am concerned at the moment.

CHAIRPERSON: Yes. Yes. No but.

ADV PAUL JOSEPH PRETORIUS: That I need to go back and deal with.

CHAIRPERSON: No but you could be released.

ADV PAUL JOSEPH PRETORIUS: Well then that is fine.

CHAIRPERSON: You could be released if we – if we were to continue. But if it is going to be two hours I thought maybe it would be about an hour and then we could go on until five. If Ms Molefe's estimate that we need two hours that would take us to six so maybe we should then just adjourn until tomorrow.

20 **ADV PAUL JOSEPH PRETORIUS**: As you please Chair.

CHAIRPERSON: But if we – I hope her estimate is close otherwise I would have preferred to finish.

ADV PAUL JOSEPH PRETORIUS: I would prefer to...

CHAIRPERSON: But other than – well tomorrow we were supposed to have a witness who understand has got to be somewhere else or what is the position?

ADV PAUL JOSEPH PRETORIUS: Yes he has got to appear in court tomorrow.

CHAIRPERSON: He has got to appear in court tomorrow.

ADV PAUL JOSEPH PRETORIUS: Yes.

CHAIRPERSON: So...

ADV PAUL JOSEPH PRETORIUS: It is public knowledge that it is Mr Agrizzi.

CHAIRPERSON: Mr Agrizzi ja. So he is required to appear in court tomorrow?

ADV PAUL JOSEPH PRETORIUS: Tomorrow yes Chair.

CHAIRPERSON: So we will hear him – will hear his evidence on Thursday?

ADV PAUL JOSEPH PRETORIUS: Correct Chair. I – there is another consideration I

10 would prefer not to leave whilst ...

CHAIRPERSON: Yes okay.

ADV PAUL JOSEPH PRETORIUS: Because it is all to do with the evidence of Bosasa.

CHAIRPERSON: Ja okay no that is fine. I think then we may as well adjourn now then and continue tomorrow. Ja no that is fine.

ADV PAUL JOSEPH PRETORIUS: Thank you Chair.

CHAIRPERSON: Yesterday you were going to – you had indicated you are going to deal with Ms Masego's affidavit today. If you are ready we can dispose that or otherwise we can also deal with it tomorrow if you can remember, tomorrow morning.

ADV PAUL JOSEPH PRETORIUS: It is a case of just in time Chair.

20 **CHAIRPERSON:** Yes. Well maybe if you are going to deal with – do you elect to deal with it now or tomorrow morning it does not matter?

ADV PAUL JOSEPH PRETORIUS: Perhaps tomorrow morning Chair.

CHAIRPERSON: Ja maybe tomorrow morning.

ADV PAUL JOSEPH PRETORIUS: Yes thank you Chair.

CHAIRPERSON: No that is fine. Before we – either before we resume with the

witness but if possible maybe so that his evidence in terms of the transcript is not interrupted after he has finished.

ADV PAUL JOSEPH PRETORIUS: After the conclusion of his evidence.

CHAIRPERSON: Ja after the conclusion of his evidence.

ADV PAUL JOSEPH PRETORIUS: I will do so then.

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: And there may be another statement to be handed up at the same time.

CHAIRPERSON: Yes okay no that is fine. That is fine. We will then adjourn until

10 tomorrow so come back tomorrow Mr Venter. Tomorrow we will start at ten.

ADV PAUL JOSEPH PRETORIUS: Thank you Chair.

CHAIRPERSON: Yes. We adjourn.

INQUIRY ADJOURNS