

COMMISSION OF INQUIRY INTO STATE CAPTURE

HELD AT

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10

27 MARCH 2019

DAY 74

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PROCEEDINGS ON 27 MARCH 2019

CHAIRPERSON: Good morning Ms Molefe, good morning everybody.

ADV REFILOE MOLEFE: Good morning Chair.

MR PETRUS STEPHANUS VENTER: Good morning Chair.

CHAIRPERSON: You may proceed.

ADV REFILOE MOLEFE: Thank you Chair.

MR PETRUS STEPHANUS VENTER: Chair can I just before we commence.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: I went through my statement last night and I just
10 want to make two corrections if you do not mind?

CHAIRPERSON: Yes that is – that is the one – the second statement?

MR PETRUS STEPHANUS VENTER: That is correct Chair.

CHAIRPERSON: Yes. Okay what page or paragraph?

MR PETRUS STEPHANUS VENTER: It was paragraph 16 the last page we have dealt
with yesterday. Page...

CHAIRPERSON: 8.

MR PETRUS STEPHANUS VENTER: I just want to see.

CHAIRPERSON: Ja. Paragraph 16 is at page 8.

MR PETRUS STEPHANUS VENTER: Ja you are correct Chair. Page 17.

20 **CHAIRPERSON**: 7 – page 7

MR PETRUS STEPHANUS VENTER: 17.

CHAIRPERSON: 17?

MR PETRUS STEPHANUS VENTER: Yes referring to paragraph 16.

CHAIRPERSON: Okay. What line of ...

MR PETRUS STEPHANUS VENTER: Chair we dealt with the last paragraph there

was paragraph 16 in the first affidavit where I tried to motivate or explain the term morally disturbing.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: I had a look at it and since English is not first language I would not have used those wording and that is why I had some difficulty in explaining that to you yesterday and I would like to remove those words ‘morally disturbing’.

CHAIRPERSON: Oh but that is in your first statement is it not?

MR PETRUS STEPHANUS VENTER: That is correct yes.

10 **CHAIRPERSON:** Oh I thought you said we must look at your second statement. Okay let me get – that is Exhibit S8. Paragraph 16 at page 927. Yes what would you like to?

MR PETRUS STEPHANUS VENTER: The wording morally disturbing.

CHAIRPERSON: You would like to change that?

MR PETRUS STEPHANUS VENTER: I would like to – yesterday we were discussing that.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And I would like to remove that because ...

CHAIRPERSON: Ja – the two words ‘morally disturbing’ in which case I think we would have remove ‘and’ as well and we will incorrect remain or – just read the sentence as
20 you would like it to read?

MR PETRUS STEPHANUS VENTER: Yes Chair if you can just remove ‘and morally disturbing’.

CHAIRPERSON: Okay. So that it will say ‘was incorrect but Gavin Watson threatened’.

MR PETRUS STEPHANUS VENTER: Yes we can leave that in.

CHAIRPERSON: Okay. So I will cross out 'and morally disturbing' and when corrections are made by witnesses I always make note corrected by the witness and I have said here corrected by the witness on the second day of his evidence.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Thank you.

MR PETRUS STEPHANUS VENTER: And just a second amendment to the following paragraph which we are going to discuss now Chair.

CHAIRPERSON: On the same statement?

MR PETRUS STEPHANUS VENTER: On the same statement and also in the new
10 statement I referred that – paragraph 17 of the old statement. The first statement was correct except for the last sentence. But I also would like to – the second – on page AA927 the last sentence of paragraph 17. I would like to remove that sentence as well.

CHAIRPERSON: The sentence which says what? Just read it.

MR PETRUS STEPHANUS VENTER: It says:

"It is a constant and disturbing pattern that Gavin Watson would instruct people to act illegally and then discard them or get rid of them as he felt it got rid of the evidence."

CHAIRPERSON: So you would like to delete.

MR PETRUS STEPHANUS VENTER: That sentence.

CHAIRPERSON: The last sentence of paragraph 17. No, no.

20 **MR PETRUS STEPHANUS VENTER:** On page...

CHAIRPERSON: It is not the last sentence but the sentence that you have just read.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Which appears to be the second sentence of paragraph 17, is that right?

MR PETRUS STEPHANUS VENTER: Yes Chair. In my new statement I did mention

we should remove the last sentence of paragraph 17 but I also would like to remove that – that sentence I have just read.

CHAIRPERSON: Okay no let us do...

ADV REFILOE MOLEFE: Chair.

CHAIRPERSON: The last sentence that you are talking about at least initially is the last sentence on page 927 of your first statement which reads as you have indicated:

"It is a constant and disturbing pattern..."

ADV REFILOE MOLEFE: Chair.

CHAIRPERSON: Yes.

- 10 **ADV REFILOE MOLEFE**: I am sorry to interrupt. However the changes that are being made by Mr Venter are changes being made to a statement which was not submitted by him to the commission. If anything Mr Venter's changes should be in his second statement or alternatively Mr Venter should be permitted to comment on the first statement.

CHAIRPERSON: Well whether – whether he says I do not agree with that statement as such without us crossing out or whether we cross it out and indicate that he is saying he is no longer happy with that. I think it goes to the same thing that is why I made a note on mine that this correction is being made on the second day of his evidence because that is important. He did not make that correction yesterday.

- 20 **ADV REFILOE MOLEFE**: Chair I – we hold a different – I think Mr Pretorius would like to address it.

CHAIRPERSON: Yes Mr Pretorius wants to say something.

ADV REFILOE MOLEFE: Yes Chair.

CHAIRPERSON: Mr Pretorius. Ja.

ADV PAUL JOSEPH PRETORIUS: This statement S8 is the affidavit.

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: Which is before you as a matter of fact.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Signed on the 18th of – 19th or 18th December 2017.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: It is not capable of amendment as a matter of evidence.

CHAIRPERSON: Yes.

- 10 **ADV PAUL JOSEPH PRETORIUS:** He can say I reflect on that statement and I would comment that I do not agree with that statement or he can make any other comment he wishes now about it but he cannot change that statement as a matter of evidence.

CHAIRPERSON: Well you see – you see Mr Pretorius when we started you remember we have been initially I think it may have been at your own instance as well if you were the first evidence leader to lead a witness I just cannot remember. At your – at the evidence leaders instances we have been asking witnesses whether their affidavits should be – there is anything they want to correct and most of their statements have been affidavits as opposed to just statements.

ADV PAUL JOSEPH PRETORIUS: No Chair...

- 20 **CHAIRPERSON:** And they have been correcting it and I did think exactly about that you know but we – what we have been doing is to say you have looked at your statement, are you happy with it as it is? So when the witness says right at the beginning I have reflected – in effect I have reflected on it I would like to change this. That statement has already been signed. He has already taken an oath on it but what we are doing is to reflect what he regards as correct before he starts giving evidence.

ADV PAUL JOSEPH PRETORIUS: Chair that would be in order and has been a practice.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: With regard to a statement made to the commission and presented as the witness' evidence before the commission.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: When the witness comes with the statement on affidavit to the commission.

CHAIRPERSON: Yes.

10 **ADV PAUL JOSEPH PRETORIUS:** He or she is always given an opportunity to make corrections.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: This is entirely a different situation.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: What he is trying to do is to amend a statement he made in December.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: 2017.

CHAIRPERSON: Yes.

20 **ADV PAUL JOSEPH PRETORIUS:** Which is already before you as a matter of...

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Concrete evidence.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: We cannot change that evidence now. He can say I do not agree with that but we cannot disturb this evidence because it is a

statement which as a matter of fact is before you as a statement having been made in December 2017. So it is entirely different from the circumstances to which you [indistinct].

CHAIRPERSON: No, no I understand what you are saying but what I am saying is if you just read back what I have noted here. With all of the witnesses who have been asked because – before they give their evidence is there anything you want to correct in your statement? Whenever I have made a correction I have always written on the margin correction by witness and I have not said when. If regard to this one I just read back to everybody what I have written. I said ‘corrected by the witness on second day
10 of his evidence.’ Which means when he started giving evidence he did not say there was a problem with this. In other words that is how it was reading. You know so in other words whoever reads it and knows – and reads this comment will know that on the first day of the witnesses’ evidence this statement read without a correction. But on the second day he asked for a correction. So there will always be a way to know that originally this statement was like this and he did not express any problem but on the second day he then said he is not happy with this. So as I see it the problem would arise if the change is such that anyone looking at the evidence particularly myself and evidence leaders would not know or may think that that is how the statement was or at all times.

20 **ADV PAUL JOSEPH PRETORIUS**: So Chair as long as...

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: We do not take the witness literally...

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: And that a historical piece of evidence.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Emanating from an affidavit signed.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: In George in 2017.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Is not altered.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: And that any comments that he wish to be made...

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: May be recorded.

10 **CHAIRPERSON:** Yes.

ADV PAUL JOSEPH PRETORIUS: In any way whatsoever.

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: Provided the original evidence is undisturbed and intact.

CHAIRPERSON: Yes. Yes. No, no I think we...

ADV PAUL JOSEPH PRETORIUS: Because S8 Chair is not his statement to the commission.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: It is an annexure.

20 **CHAIRPERSON:** Yes. I think with the comment that I have made it retains the thrust of what you are saying because we will always know before the second day of his evidence this correction was not there and he did not say there was a problem with that paragraph. But on the second day he said he wants to – to correct.

ADV PAUL JOSEPH PRETORIUS: No, we would be entirely happy with whatever comments are recorded.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: On the original.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Provided as a matter of record..

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: The original remains intact.

CHAIRPERSON: Yes. No, no that is fine.

ADV PAUL JOSEPH PRETORIUS: Thank you Chair.

CHAIRPERSON: But...

10 **ADV PAUL JOSEPH PRETORIUS:** Thank you.

CHAIRPERSON: It may be that from the beginning we should not have said statements must be corrected even when a witness begins. It may be that what we should have done is simply that they indicate when they give oral evidence what areas in the statement are problematic.

ADV PAUL JOSEPH PRETORIUS: Yes.

CHAIRPERSON: Or they would like to correct without actually correcting it. Or it may be that what we should have done is to say if there are parts of this statement or affidavit that you have already signed that you are now not happy with you should do a supplementary affidavit.

20 **ADV PAUL JOSEPH PRETORIUS:** I think the latter...

CHAIRPERSON: In which you say on such and such a day I deposed to an affidavit and it paragraph so and so of the affidavit this is what I said. I have reflected it is not accurate, this is the correct position. And then the two affidavits can be read together. And maybe going forward we should do that that way.

ADV PAUL JOSEPH PRETORIUS: Yes perhaps – that is the practice...

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: That we will adopt then Chair.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: For statements made to the commission.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: In relation to evidence before the commission.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Where mistakes often arise.

CHAIRPERSON: Yes but I think...

10 **ADV PAUL JOSEPH PRETORIUS:** But this situation Chair if I may...

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Is analogist to a situation where the witness wrote a letter.

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: Or placed something on record in the books of a – books of account.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Of an entity.

CHAIRPERSON: Yes.

20 **ADV PAUL JOSEPH PRETORIUS:** And then comes to you and says that is wrong I want it changed.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: You cannot disturb evidence like that Chair.

CHAIRPERSON: Yes but what – I think the difference at least with regard to this is there is no way we are not going to know how the paragraph read before and how it

reads after and the circumstances of how the difference came about ja.

ADV PAUL JOSEPH PRETORIUS: So Chair the distinction in summary then.

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: As we understand it is that his statement made in December 2017 cannot be changed.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: That is a matter of historical fact.

CHAIRPERSON: Yes, yes, ja.

ADV PAUL JOSEPH PRETORIUS: And evidence which should remain undisturbed.

10 **CHAIRPERSON:** Yes.

ADV PAUL JOSEPH PRETORIUS: He can comment.

CHAIRPERSON: Ja.

ADV PAUL JOSEPH PRETORIUS: And say I would like to have changed it or I would like to make a comment which we can record however we may.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: But the original evidence must remain undisturbed Chair.

CHAIRPERSON: Yes.

20 **ADV PAUL JOSEPH PRETORIUS:** It is very important because this goes to the very fundamental thrust of the witnesses' evidence which we will argue maybe he wants to change now having considered it overnight or spoken to someone I do not know maybe Ms Molefe can find out.

CHAIRPERSON: No, no, no I understand that but again as I say with my note which says this correction came on the second day of his evidence.

ADV PAUL JOSEPH PRETORIUS: Thank you Chair.

CHAIRPERSON: You know in essence it keeps you protected because you – if you want you are able to say Mr Venter you read this affidavit before you gave evidence. He will say yes. When you – before you started giving evidence you were asked if you had any – you wanted to make any corrections. He will say yes. Did you ask to make corrections at that stage in regard to this paragraph? No I did not ask. When did you ask to change it? On the second day of my evidence. Why? You know so it keeps that but...

ADV PAUL JOSEPH PRETORIUS: Yes, yes just...

CHAIRPERSON: I think it may be important that even with witnesses who made
10 affidavits to the commission if they have already signed an affidavit and they want to make corrections they should do a supplementary affidavit or they simply in their oral evidence indicate where the corrections are without us making any notes on the affidavit itself.

ADV PAUL JOSEPH PRETORIUS: Ja our concern here however Chair that this a statement made long prior to this witness ever coming to the commission in fact two years ago. So that is the distinction we wish to emphasise.

CHAIRPERSON: Yes. Ja no, no I am not sure that the distinction has any significance provided you always see when was the change made. You know because then you know before the change the statement did not have that correction.

20 **ADV PAUL JOSEPH PRETORIUS:** Well we would put a slightly different gloss on it Chair.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: This is a comment.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: On a statement made two years ago rather than a

change to the statement.

CHAIRPERSON: Yes. Well let us say that...

ADV PAUL JOSEPH PRETORIUS: It may be semantics but it is important Chair.

CHAIRPERSON: No, no, no but.,..

ADV PAUL JOSEPH PRETORIUS: The record will always remain intact.

CHAIRPERSON: It is something that maybe should have – should from the beginning should have been done differently to say once you have deposed to an affidavit the only way to correct anything is to do a supplementary affidavit. Or you can just comment under oath to say no I on reflection I should not have used that word in that
10 paragraph or but – but that we should not have been making notes on the affidavits.

ADV PAUL JOSEPH PRETORIUS: As long as Chair it remains on record and we would like it to be on record that Annexure S8 which the witness seeks to change now...

CHAIRPERSON: Yes, yes.

ADV PAUL JOSEPH PRETORIUS: Is a matter of historical fact.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: Emanating several years prior to him making his statement to the commission.

CHAIRPERSON: Yes.

20 **ADV PAUL JOSEPH PRETORIUS**: So he would not have been given an opportunity at the commencement of his evidence to change S8 because S8 was not his statement to the commission. It is an Annexure to his statement to the commission.

CHAIRPERSON: Well we already yesterday he was asked questions on S8.

ADV PAUL JOSEPH PRETORIUS: Correct.

CHAIRPERSON: And – and if in regard to the statement he made to the commission

he was asked is there anything that you would like to change. There is no reason why he should not be asked the same question with regard to an earlier statement?

ADV PAUL JOSEPH PRETORIUS: No. No our contention Chair we may differ on this respectfully.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: But our contention is that S8 being an affidavit made in 2017 which has been the subject of a great deal of evidence should remain intact and unchanged. Whatever comment he wishes to make we can record in the margins but that – the affidavit is unchanged and we would prefer it to be that way.

10 **CHAIRPERSON:** Well Mr Pretorius there is really I can see absolutely no substantial difference why the two affidavits should be treated differently. An affidavit made before a member of the legal team or of the commission or a member of the investigation team why it should be treated more favourably than an affidavit made before another lawyer?

ADV PAUL JOSEPH PRETORIUS: No Chair the reason – the reason why it is different is because the affidavit made in 2017 is evidence. That is...

CHAIRPERSON: Why is the one made before the commission not evidence?

ADV PAUL JOSEPH PRETORIUS: No it is evidence Chair.

CHAIRPERSON: So?

20 **ADV PAUL JOSEPH PRETORIUS:** But it is – we have treated those affidavits as subject to correction.

CHAIRPERSON: Why? Why do you treat the ones made before you the subject to correction?

ADV PAUL JOSEPH PRETORIUS: Chair this argument is going around in circles I must say. Our contention is quite simply that an affidavit made in 2017 by this witness which has been the subject of a substantial amount of evidence and will continue to be

the subject of a substantial amount of evidence cannot be changed now in 2019. It is quite different from a statement that a witness makes to the commission where there are errors that need to be corrected. The contention that we make before you and we will – may have to make it later is that whilst it is quite permissible for this witness to comment on a statement he made two years ago on oath which he has done now he cannot change the statement. In other words he cannot alter the affidavit. The affidavit must remain intact as what he said in 2017. That is evidence of what he said in 2017 it must remain intact. You cannot change what he said in 2017.

CHAIRPERSON: Well – well we – we may be talking around in circles.

10 **ADV PAUL JOSEPH PRETORIUS**: I suspect we are.

CHAIRPERSON: The – what is important as I see it is that if you have previously signed a statement or an affidavit before you come to the commission whether you signed that statement an hour before you take the witness stand or two years ago you are entitled in the witness stand to say ‘I think I used a wrong word in that paragraph’ and actually I think the more correct word would have been the following: Okay? I think –

ADV PAUL JOSEPH PRETORIUS: That may be recorded...

CHAIRPERSON: I think we agree – I think we agree on that?

ADV PAUL JOSEPH PRETORIUS: We agree on that.

20 **CHAIRPERSON**: We agree on that.

ADV PAUL JOSEPH PRETORIUS: But that is as far as it goes.

CHAIRPERSON: That is the one point. Another way of doing exactly the same thing is to do a supplementary affidavit where you say, in my affidavit dated so and so in paragraph so and so this is what I said. I have looked at it, I think I used a wrong word. I intended this or the right one would have been this. I do not deny that I used that

word. I am simply saying I think it was wrong. And then you can be cross-examined on why you say what you are saying now is more correct than what you said then. You are not denying that is how – what you had said before. Now in this case certainly with the notes that I am making which is that this correction is only made during the second day of Mr Venter's evidence. If you want or anybody wants to cross-examine him and say 'but in your affidavit of two years ago this is what you said in this paragraph. He cannot say I did not say that. That is without the correction. He will say yes that is what I said. And then you will say on the second day of your evidence you changed and said you want this to be changed. And he will say, yes.

10 **ADV PAUL JOSEPH PRETORIUS:** Yes Chair.

CHAIRPERSON: And then he will say, this is my reason for why I wanted to change. In other words what he said two years ago does not disappear. It remains in the document it is just that a note has been indicated to say on the second day he said this is how it should be but it remains that for two years or whatever the period this is how it read.

ADV PAUL JOSEPH PRETORIUS: Okay. Then the terminology should perhaps be a little more accurate.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: That he has not changed his affidavit.

20 **CHAIRPERSON:** Yes.

ADV PAUL JOSEPH PRETORIUS: He has changed his evidence about the affidavit.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: In other words what he is saying is that what I said two years ago.

CHAIRPERSON: Yes.

ADV PAUL JOSEPH PRETORIUS: The integrity of which remains intact as an affidavit signed two years ago.

CHAIRPERSON: Yes, yes.

ADV PAUL JOSEPH PRETORIUS: Is now being recorded in my evidence under oath.

CHAIRPERSON: Yes, ja.

ADV PAUL JOSEPH PRETORIUS: And then we finally on the same page.

CHAIRPERSON: Ja. No I think we are. But I think again it may be that the idea of a supplementary affidavit might be a good idea certainly in some cases. But in some cases just oral evidence might do.

10 **ADV PAUL JOSEPH PRETORIUS:** Thank you Chair.

CHAIRPERSON: Ja. Okay thank you.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Well Ms Molefe.

ADV REFILOE MOLEFE: Thank you.

CHAIRPERSON: Okay. I think – I think what we should do then going forward is try and do it the safe way which is let the witness indicate what he or she is not happy with and of course he would or she – you know any witness would say that sentence I do not agree with it and – and if a supplementary affidavit is required in order to facilitate when one reads the whole thing then it can be made. Okay.

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

CHAIRPERSON: Thank you. Ms Van – Mr Venter you still had aspects that you still wanted to correct is it not?

MR PETRUS STEPHANUS VENTER: Chair thank you for that. I think...

CHAIRPERSON: But did – or we did not actually finish. I think this one – that last sentence on page 6 I do not think it is the last sentence of paragraph 17 that you read.

I am still – I had started crossing it out and I will continue to cross it out but I will write what I had written before – in regard to the earlier one and say “corrected by the witness on the second day of his evidence.” Okay and then you had another correction you wanted to make?

MR PETRUS STEPHANUS VENTER: Yes Chair that was paragraph 16. But paragraph 17 Chair I am – I just want to apologise because I think the affidavit I have made now makes reference to the first affidavit and as a result of the cross reference that is where the ...

CHAIRPERSON: Yes.

10 **MR PETRUS STEPHANUS VENTER:** That is where the problem came in.

CHAIRPERSON: Yes. You see a supplementary affidavit might not be strictly necessary when he has said what correction he would like to make but it would be convenient to have a supplementary affidavit even after just so that his statement one attaches – attaches some – attaches the supplementary affidavit to it because at some stage when I read his statement I might not necessarily have the transcript which says in that paragraph there is a problem. Whereas if there is a supplementary affidavit then from the statement I go to the supplementary affidavit then I am reminded.

ADV REFILOE MOLEFE: It is noted Chair.

CHAIRPERSON: Okay. Yes you said – did you say paragraph 16?

20 **MR PETRUS STEPHANUS VENTER:** Yes paragraph – Chair I think we have dealt with that.

CHAIRPERSON: Oh okay.

MR PETRUS STEPHANUS VENTER: Maybe it is better if I refer to the affidavit now and then we can go back to the first affidavit. Maybe it explains it better.

CHAIRPERSON: You want to go to the second affidavit?

MR PETRUS STEPHANUS VENTER: Yes maybe that will explain it a little bit better.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: On page 18.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Paragraph 40 which refers to paragraph 17 in the first affidavit.

CHAIRPERSON: I am sorry. Second statement what page?

MR PETRUS STEPHANUS VENTER: Page 18.

CHAIRPERSON: 18?

10 **MR PETRUS STEPHANUS VENTER:** Paragraph 40.

CHAIRPERSON: Paragraph 40?

MR PETRUS STEPHANUS VENTER: 40.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Which in paragraph 40 it refers to paragraph 17 of the first statement.

CHAIRPERSON: Yes.

20 **MR PETRUS STEPHANUS VENTER:** There I have mentioned that I do agree with the content of paragraph 17 of the first statement except for the last sentence. That is where I have mentioned Chair that I would like to also add that I am not – I am not happy with that sentence. It is constant and disturbing pattern. I just want to include that into paragraph 40 on page 18 as well. Maybe it is better if I explain it like that to you.

CHAIRPERSON: Okay so there you do not want to cross out anything you just want to add or qualify?

MR PETRUS STEPHANUS VENTER: Yes maybe that is a better explanation as to...

CHAIRPERSON: Okay. Maybe what you should do is tell us how you want to qualify it.

MR PETRUS STEPHANUS VENTER: Chair.

CHAIRPERSON: Just explain or say whatever you.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: You would have put in, *ja*.

MR PETRUS STEPHANUS VENTER: Chair I have said in my statement now that referring to paragraph 17:

10 “The contents of this paragraph are true and correct other than
the last paragraph sentence which states.”

And I have quoted that.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: I just want to add that the sentence which starts on page AA927 the last sentence should be added to this paragraph 40.

CHAIRPERSON: So you want to add something on this?

MR PETRUS STEPHANUS VENTER: *Ja*.

CHAIRPERSON: You want to add something to this paragraph?

MR PETRUS STEPHANUS VENTER: *Ja*, instead of removing it in the first affidavit. I just want to make mention in my current affidavit that I disagree with that sentence.

20 **CHAIRPERSON:** Hm.

MR PETRUS STEPHANUS VENTER: Is that a better explanation of dealing with the correction?

CHAIRPERSON: Okay. I think maybe what should happen Ms Molefe I do not know whether you know about all of these corrections. Normally the evidence leader would direct the witness to a particular paragraph if she knows that the witness has some

concern.

ADV REFILOE MOLEFE: No.

CHAIRPERSON: So maybe we should take an adjournment and let him tell you exactly where he has problems and when we resume you can direct him to those areas and then can have a chance to say what he wants to say, but at this stage he is just directing on his own.

ADV REFILOE MOLEFE: That is correct Chair. I have no knowledge of all these changes that are being made.

CHAIRPERSON: Yes and I think we must take an adjournment.

10 **ADV REFILOE MOLEFE:** As it pleases.

CHAIRPERSON: And he must, because yesterday obviously the corrections he is making now he did not have a problem with. He did not have a problem yesterday.

ADV REFILOE MOLEFE: No Chair he did not.

CHAIRPERSON: I mean even in regard to the first statement, he in his second statement specified what was not, what he was not happy with and what he was happy with and what he was happy with. He specified paragraphs that I am happy with that paragraph. I am happy with that paragraph and in that paragraph this must be done.

20 So this is all knew. I think it is much better if when he, these issues arise you are aware and you can direct, because it may be that it is paragraphs that these issues are better dealt with when you reach that paragraph in dealing with his evidence.

ADV REFILOE MOLEFE: Certainly Chair as it pleases you.

CHAIRPERSON: Ja. Maybe we should take what, a 10 minutes adjournment or do you think?

ADV REFILOE MOLEFE: Chair I am not aware how many amendments Mr Venter.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Wishes to make.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: So I believe that should direct how much time would be required.

CHAIRPERSON: Okay. Maybe let us say 10 minutes, but if more time is required I will be informed.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Ja, okay. We adjourn. Thank you.

REGISTRAR: All rise.

10 **INQUIRY ADJOURNS**

INQUIRY RESUMES

CHAIRPERSON: Yes Ms Molefe.

ADV REFILOE MOLEFE: Thank you Chair. Chair there are amendments to four paragraphs of his statement to the Commission that Mr Venter wishes to bring to your attention. May he address you in this regard?

20 **CHAIRPERSON:** Maybe we should not even talk about amendments in the light of the fact that he can orally say if he wants to in paragraph so and so this is what I said, but it is wrong if it is wrong and what is correct is the following or I thought it was right, but on reflection I think it is wrong and this is what I am comfortable with or do a supplementary affidavit that can say in an affidavit I deposed to on such and such a date this is what I said in paragraph so and so. I withdraw it or it is not correct or it is not accurate. I want to qualify it by adding the following in a supplementary affidavit. So maybe we should not talk about amendment as such. We should say he must be directed to the paragraphs where he has a concern and then he must tell us if there is anything wrong with those paragraphs and what it is that he says is wrong and what it

is that he says is right.

ADV REFILOE MOLEFE: As it pleases you Chair. Well Chair perhaps then in avoidance of confusion.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: I will refer to the paragraphs which Mr Venter pointed out.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Because three out of four of those paragraphs have already dealt with.

CHAIRPERSON: Okay.

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

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Mr Venter during the adjournment you indicated that or you brought our attention to four paragraphs and the first one is paragraph 4.2 of EXHIBIT T10 and that appears on page 2 of the bundle Chair.

CHAIRPERSON: 4.2?

ADV REFILOE MOLEFE: Yes Chair.

CHAIRPERSON: Yes, okay.

ADV REFILOE MOLEFE: Mr Venter what is your difficulty around paragraph 4.2?

20 **MR PETRUS STEPHANUS VENTER:** Chair I would like to just do a reclassification. I have mentioned in 4.2 paragraph 18 I just want to put paragraph 18 under 4.3.

CHAIRPERSON: So, and what difference does that make?

MR PETRUS STEPHANUS VENTER: We have, Chair in 4.1, 4.2 and 4.3 we have tried to, we have used, we actually allocated the first affidavit all the paragraphs in the first affidavit into 4.1. We classified them in 4.1, 4.2 and 4.3 and I have put paragraph 18 under 4.2 and I just want to put it under 4.3 as I would be elaborating on the paragraph.

CHAIRPERSON: No, but I want to know what difference does that change make? What is the purpose of making that difference, making that change that you want to make?

MR PETRUS STEPHANUS VENTER: Chair I am just going to elaborate on it. 4.2 just mentioned the paragraph in my first affidavit was correct, but I would like to as we will be going through the paragraph I will just elaborate on the paragraph. 4.2 just refers to it is correct and left it as it is.

CHAIRPERSON: But Ms Molefe says you were asked already about this paragraph yesterday. What do you want to change? What, is there anything wrong with
10 paragraph 4.2?

MR PETRUS STEPHANUS VENTER: Chair it is just a reclassification.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: It is just a reclassification of the various paragraphs that we will be dealing with.

CHAIRPERSON: Well in paragraph 4.2 you said paragraph 18 of your first affidavit is one of the paragraphs which is correct? Are you now wanting to say it is not correct?

MR PETRUS STEPHANUS VENTER: No, it is still correct Chair. Under 4.3 it still remains correct. I just want to elaborate on the [intervenes].

CHAIRPERSON: Then you can elaborate without changing.

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

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Thanks.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: I was just pointing it out, Chair.

CHAIRPERSON: Yes, what else.

ADV REFILOE MOLEFE: Thank you Chair. The following paragraph is paragraph 39 of the second statement and that appears Chair at page 17 of EXHIBIT T10.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Mr Venter.

MR PETRUS STEPHANUS VENTER: Yes Chair I would like to, I have mentioned in my affidavit now that the content of this paragraph is true, but I would like to just remove the wording in paragraph 16 of the first affidavit “and morally disturbing”. I would like to just make mention of it that I did not mention that in paragraph 17 on page 16 of my current affidavit, but I would like to remove that wording. As I have mentioned
10 that the paragraph is correct. It is correct, but I just want to remove that wording.

CHAIRPERSON: Okay. Well I think what you should simply say is, tell us what you say is wrong and tell us what you say is correct without removing or.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Amending.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: Chair I just want, on the first affidavit paragraph 16 I disagree with the wording “and morally disturbing”. I just wanted to.

CHAIRPERSON: Yes. We dealt with that earlier.

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

CHAIRPERSON: You remember?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: I just want.

CHAIRPERSON: So I guess what you are saying is that in paragraph 39, well what

does remain is this. When you deposed to your second affidavit and you said paragraph 16 of the first affidavit is correct you were talking about paragraph 16 as unchanged?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: That remains. So if you want, you have already said you think it was not right to say morally disturbing, okay and I am sure you will be asked why. So that is connected to what we already have done.

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: Okay.

10 **MR PETRUS STEPHANUS VENTER:** And then.

ADV REFILOE MOLEFE: Chair the only.

CHAIRPERSON: So we are not amending anything in paragraph 39 but you are simply saying in line with what you already said in regard to paragraph 16 of the first affidavit you are connecting what you said to paragraph 39 as well?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Ja, but what you do appreciate is that you signed the second affidavit in regard to paragraph 16 that read the way it has always read?

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: Okay.

20 **ADV REFILOE MOLEFE:** Thank you Chair. The last paragraph that was brought to your attention is paragraph 40, but I believe that the same principle that the Chair has articulated would apply.

CHAIRPERSON: Hm.

ADV REFILOE MOLEFE: It is the same, it is [intervenes].

MR PETRUS STEPHANUS VENTER:

CHAIRPERSON: I do not know whether you are speaking softly or fast, but I do not hear what you are saying.

ADV REFILOE MOLEFE: My apologies Chair. I was saying that the last paragraph that was brought to our attention is paragraph 40 which appears on page 18.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: But I believe what the Chair has stated in respect of paragraph 39.

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Would apply as well.

10 **CHAIRPERSON:** Yes, okay. You agree?

MR PETRUS STEPHANUS VENTER: Agree Chair.

CHAIRPERSON: Okay, alright.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter just to remind you that you are still under oath and given the historical facts of all these statements and how they came about. I have to ask you whether between yesterday after the adjournment of the proceedings and today as you are about to give further evidence have you spoken to anyone regarding your evidence?

MR PETRUS STEPHANUS VENTER: No.

20 **ADV REFILOE MOLEFE:** And have you spoken to anyone who might influence your evidence before the Commission today?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: Have you spoken to either Mr Angelo Agrizzi, Mr Andries van Tonder, Mr Gavin Watson or anyone who might be implicated by your evidence today?

MR PETRUS STEPHANUS VENTER: No, Chair I did not.

ADV REFILOE MOLEFE: Thank you very much. Now just to remind you yesterday we stopped at paragraph 39 which appears on page 17 of the exhibit marked T10 as well as paragraph 16 on page AA927 under EXHIBIT S8. We will therefore pick up from paragraph 17 on page AA927 and AA928 overleaf. Can you please read paragraph 17 into the record?

MR PETRUS STEPHANUS VENTER: “Gavin Watson always wanted someone else to blame for his actions. An example of this was when I had to ask Mr Angelo Agrizzi what kind of Christian he is. When Mr Agrizzi took Mr Watson on about this I had to take the blame for the attack on Mr Agrizzi’s character. It is a constant and disturbing pattern that Mr Gavin Watson would instruct people to act illegally and then discard them or get rid of them as he felt it got rid of the evidence. Interestingly Gavin Watson would never sign anything so as to exonerate himself from any wrong doing. This was evident in the fact that his intention with Graham Richards was to implicate Agrizzi and Van Tonder where they stay never benefitted.”

10

ADV REFILOE MOLEFE: Yes. Now in paragraph 40 on page 18 of EXHIBIT T10 you have indicated that the contents of this paragraph are true and correct and you have stated that this is save for what you refer to as the last sentence, but from my reading, yes it is the last sentence. You are saying that it was inserted by Mr Agrizzi. Is this correct?

20

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Do you still maintain this position in respect of paragraph 40?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Okay.

CHAIRPERSON: I am sorry. I missed out. You asked him what he maintains as still correct. Just repeat those [intervenes].

ADV REFILOE MOLEFE: Paragraph 40 Chair.

CHAIRPERSON: 40, oh okay.

ADV REFILOE MOLEFE: That appears on page 18 under EXHIBIT T10,

CHAIRPERSON: Yes, okay.

ADV REFILOE MOLEFE: Thank you Chair. So Mr Venter when you said that
10 Mr Gavin Watson would instruct people to act illegally which acts were you referring to?

MR PETRUS STEPHANUS VENTER: Chair that is the sentence that I have asked not to; I have not included that. That was also a sentence that was included by someone else into the initial affidavit.

CHAIRPERSON: Huh-uh.

MR PETRUS STEPHANUS VENTER: So that is why I do not want to comment on that, because it is not my wording.

ADV REFILOE MOLEFE: But now in, I have just asked you and I have referred you to your statement at paragraph 40 whether you maintain paragraph 40 as it is and you confirmed that you do.

20 **MR PETRUS STEPHANUS VENTER:** Yes. I have mentioned in paragraph 40 that the last sentence should be; I agree with the paragraph 40 except for the last sentence and except for the sentence “it is a constant and disturbing pattern”. That was the fourth amendment.

CHAIRPERSON: In your experience in working with Bosasa and its subsidiaries and with Mr Gavin Watson is it true or is it not true that he instructs people to act illegally?

MR PETRUS STEPHANUS VENTER: Chair I was instructed to make payments on behalf of Mr Watson. So I can only elaborate as to those instructions, but I was also told by Mr Agrizzi and Mr van Tonder that they were also instructed to do various things on behalf of Mr Watson. So I can just talk from hearsay other than the experience of making payments on behalf of Mr Watson.

CHAIRPERSON: But in terms of your own experience in terms of your own personal knowledge are you saying that you are only aware of what two, three instances where he gave instructions for somebody to act illegally or are you saying that you are personally aware that on many occasions he does that? What is your personal
10 experience?

MR PETRUS STEPHANUS VENTER: Chair I think based on especially based on information that Mr Watson did not have an office, did not have a secretary or did not have a computer he was working from. He would use people to give instructions to do certain things and I was told by Mr Agrizzi and Mr van Tonder about things that they had to do. So, but from my experience as I experienced I only dealt directly with Mr Watson the last year and a half I was with Bosasa and that is when I experienced first-hand instructions from Mr Watson. Other than that I was only told by the two gentlemen as to they were also instructed to do things.

CHAIRPERSON: Maybe just to specify, just tell us again what those instances are that
20 you have personal knowledge of where he instructed, he gave instructions for illegal things to be done. Just remind me.

MR PETRUS STEPHANUS VENTER: Chair all the payments that I had to make to Mr Hlaudi Motsoeneng, to the Andile Ramaphosa Foundation, to Morocco Consultants and then I also, the next paragraph, paragraph 18 we will be dealing with the matter where I was asked to hand over a plastic bag to someone.

CHAIRPERSON: That sounds like a number of instances?

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: Yes, which you have personal knowledge of?

MR PETRUS STEPHANUS VENTER: Yes. Yes Chair.

CHAIRPERSON: And what you are saying is the instructions were for you to do something illegal.

MR PETRUS STEPHANUS VENTER: Came directly from Gavin Watson.

CHAIRPERSON: Is that right?

MR PETRUS STEPHANUS VENTER: Yes.

10 **CHAIRPERSON:** And it came directly from Mr Gavin Watson, okay. Ms Molefe do you want to take it from there?

ADV REFILOE MOLEFE: Can you please place on record your answer to the Chair on the last question whether instructions came directly from Mr Gavin Watson?

MR PETRUS STEPHANUS VENTER: Yes, correct.

ADV REFILOE MOLEFE: Thank you.

CHAIRPERSON: So it is fair therefore to say you yourself are aware that on a number of occasions Mr Gavin Watson gave you instructions to do things that were illegal?

MR PETRUS STEPHANUS VENTER: Yes Chair. I regarded those as illegal, because he did not give too much detail to me.

20 **CHAIRPERSON:** Hm.

MR PETRUS STEPHANUS VENTER: I just had to follow instructions.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: And that was strange.

CHAIRPERSON: Hm.

MR PETRUS STEPHANUS VENTER: Could not question as to what it was for. I just

had to do it.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you Chair. Chair it is 11:15, but given the earlier adjournment I do not know how the Chair feels about another adjournment.

CHAIRPERSON: *Ja*, I think since we did get an adjournment a while ago, maybe we should continue. Maybe let us see at 12 if we need another adjournment. *Ja*, let us go on at least until 12.

ADV REFILOE MOLEFE: As it pleases you Chair.

CHAIRPERSON: Thank you.

- 10 **ADV REFILOE MOLEFE:** Thank you. Mr Venter the second sentence on page 927 of paragraph 17 which talks about this constant pattern and refers to illegal activity it goes on further to say that:

“Mr Watson would discard them...”

Which I understand to be people whom he is alleged to have given instructions to act illegally. Do you have any information about that?

MR PETRUS STEPHANUS VENTER: Chair I can only comment as to the fact that Mr Watson made use of people to do things for him. That is my only comment. So I mean there was no evidence pointing towards Mr Watson whatsoever because he asked people to do certain things for him.

- 20 **ADV REFILOE MOLEFE:** And in your case would you say that you were discarded by Mr Watson?

MR PETRUS STEPHANUS VENTER: Chair when they found out that I still had contact with Mr Agrizzi and Mr van Tonder that is when they discarded me, but prior to that they started not trusting me. So he did not use me. He did not, I did not have any dealings with him anymore. So it really reduced tremendously. So maybe that was part of

discarding me as well, yes. I was on my way out basically.

ADV REFILOE MOLEFE: I see and that sentence goes on further to say that:

“...or he would get rid of them...”

Which is in my understanding synonymous to discarding them. What is your comment to that?

MR PETRUS STEPHANUS VENTER: I also understand it like that.

ADV REFILOE MOLEFE: And it goes on further to say that:

“...as he felt it got rid of the evidence.”

Do you have any comment to that?

10 **MR PETRUS STEPHANUS VENTER:** The only comment Chair there were no fingers pointing towards Mr Watson because he used people.

ADV REFILOE MOLEFE: So in your knowledge do you know of any instance where Mr Watson either personally or in using people as to quote you got rid of evidence?

MR PETRUS STEPHANUS VENTER: Not personally other than what was told to me by Mr van Tonder and Mr Agrizzi.

ADV REFILOE MOLEFE: And what was told to you in respect of getting rid of evidence?

MR PETRUS STEPHANUS VENTER: They told me of past experience that Mr Watson expected certain things of them and they had to eliminate evidence. That was the only
20 stuff that was mentioned to me.

ADV REFILOE MOLEFE: Yes. In paragraph, can we then move to paragraph 18 which appears on page 928 of EXHIBIT S8? Can you refer also to paragraph 4.2 of your statement which has been marked T10 and appears at page 2?

CHAIRPERSON: Maybe before he answers that question Mr Venter your first statement or affidavit was deposed to on 18 December 2017.

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: If I remember correctly.

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: And your second statement which is the affidavit that we have in T10 was deposed to on 19 March 2019 that is over a year, the two statements are over a year apart. Is that right?

MR PETRUS STEPHANUS VENTER: That is right Chair.

CHAIRPERSON: *Ja* and you did say yesterday that you did have a look at the first statement before you signed it. Is that right?

10 **MR PETRUS STEPHANUS VENTER:** That is right Chair.

CHAIRPERSON: I know that you did not; you used words which suggested that you may not have studied it.

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: But you did have a look at it?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Obviously in the light of the kind of job that you were doing you appreciate the significance of an affidavit. Is that right?

MR PETRUS STEPHANUS VENTER: Yes Chair.

20 **CHAIRPERSON:** And you would know that whatever you say in an affidavit must be true. You must satisfy yourself that it is true?

MR PETRUS STEPHANUS VENTER: That is correct Chair.

CHAIRPERSON: Yes and before you came to the Commission I am sure you had a look again at that affidavit that first affidavit. Is that right?

MR PETRUS STEPHANUS VENTER: That is right Chair.

CHAIRPERSON: And anything that you did not raise yesterday in terms of wanting to

correct in the first statement must because certainly at that stage you did not see there was anything wrong with it. Is that right?

MR PETRUS STEPHANUS VENTER: Chair when I went through it again.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: And as I was questioned yesterday about.

CHAIRPERSON: Yes.

MR PETRUS STEPHANUS VENTER: A few things technicalities.

CHAIRPERSON: Yes.

10 **MR PETRUS STEPHANUS VENTER:** I went back yesterday and that is why I came back this morning with the corrections.

CHAIRPERSON: Yes. No, what I mean as of yesterday.

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: You had a look at it to refresh your mind?

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: And you had not seen anything wrong, but you subsequently went through it again in the light of the questioning yesterday?

MR PETRUS STEPHANUS VENTER: Yes Chair.

20 **CHAIRPERSON:** Yes and you were also given a chance to indicate whether there were any parts of your affidavit that is in EXHIBIT T10 whether there were any parts that were not correct. You were given a chance to correct that as well. Is that correct?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Yes. Okay, thank you.

ADV REFILOE MOLEFE: Thank you Chair and if I may just weave into the Chair's questions, Mr Venter the second, well the first statement which was submitted to the Commission by Mr Agrizzi in December 2017 you have given evidence that this is the

statement that led to your suspension. Not so?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And you eventually resigned?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And you have also given evidence that this is the same statement that Mr Agrizzi used to blackmail you as you had said?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And in the first or the second statement to the Commission that we have marked as EXHIBIT T10 one of the purposes there as you have stated is
10 to comment on the first statement that was submitted by Mr Agrizzi. Not so?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: So having in light of all this you would have had to really consider this first statement by Mr Agrizzi. Is that so?

MR PETRUS STEPHANUS VENTER: Can you just be more specific?

ADV REFILOE MOLEFE: Well this is the statement that led to your suspension as you have just stated.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: This is the statement that was used to blackmail you as you have just stated. Thirdly the statement that you have given to the Commission one of
20 the purposes was to comment on this first statement. So you would have considered the first statement quite considerably. Not so?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Thank you. Can we then move to paragraph 18 that appears on page 928 of EXHIBIT S8? I had also referred you Mr Venter to page 2 of your statement to the Commission which is marked T10. Are you there?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: In paragraph 2 which you have already dealt with and I would see no difficulty if you read this paragraph into the record unless the Chair would prefer otherwise. Can you please read paragraph 4.2 into the record?

CHAIRPERSON: I am sorry, what paragraph?

ADV REFILOE MOLEFE: Paragraph 4.2 Chair on page 2 of EXHIBIT T10.

CHAIRPERSON: Paragraph 4.2?

ADV REFILOE MOLEFE: Yes Chair.

CHAIRPERSON: 4.2?

10 **ADV REFILOE MOLEFE:** 4.2 Chair.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you.

CHAIRPERSON: Thank you.

MR PETRUS STEPHANUS VENTER: The contents of the information contained within paragraphs 1 to 4, 8, 19, 13, 16, 19, 20 and 35 of my first affidavit is correct.

ADV REFILOE MOLEFE: Mr Venter as I have it paragraph 18 is included in that list?

20 **MR PETRUS STEPHANUS VENTER:** Chair that's where I've made the amendments sorry, yes that was one of the amendments where I've asked to change it from 4.2, paragraph 18 to take it out from 4.2 and to include it under 4.3.

ADV REFILOE MOLEFE: And as the Chair asked you earlier the change that you are suggesting or seeking to make does it detract from your evidence that paragraph 18 is correct?

MR PETRUS STEPHANUS VENTER: Chair it is correct, I would like just to elaborate on the paragraph, as – according to my understanding if I leave it under 4.2 I would

have left it as is, but I would like to say more on the paragraph.

ADV REFILOE MOLEFE: And if we refer to your statement at paragraph 18 at paragraph 40 of your statement you confirm that you deal with paragraph 17 and that at paragraph 41 the next paragraph in Mr Agrizzi's S8 that you deal with is paragraph 26, is that correct?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: So paragraph 18 is not dealt with is that correct?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And as I understand it, it would be because you have
10 confirmed its correctness?

MR PETRUS STEPHANUS VENTER: Correct, but I would like to elaborate yes.

ADV REFILOE MOLEFE: That is fine, can we please go to paragraph 18 on page
928. Please read paragraph 18 into the record.

MR PETRUS STEPHANUS VENTER:

“Mr Watson just kept on making illegal demands and I just couldn't take it
anymore. The last nail in the coffin was when he told me to meet with Mr
Patrick Gillingham and to hand him a parcel containing cash. I knew it was
cash because it wrapped in a bank secure bag. This happened on Friday
the 27th of October 2017. I had to the offices of Bosasa/African Global where
20 Lindsay Watson, the daughter of Gavin Watson, handed me a parcel. I
reluctantly called Mr Gillingham who met me at my office at 269 Voortrekker
Road, Monument, Krugersdorp, an hour later. I handed him the parcel and
he left. I decided that this will never happen again.”

ADV REFILOE MOLEFE: Yes now the opening sentence of that paragraph says that
Mr Gavin Watson just kept on making illegal demands which – and one can assume

that there were prior illegal demands. Do you agree?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: So you agree also that Mr Watson had asked you to become involved in some illegal activity if he is making illegal demands.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: So with reference to just that first sentence can you explain to the Chair what other prior illegal demands Mr Watson had made?

MR PETRUS STEPHANUS VENTER: Chair those were the payments, the instructions to make the payments to the individuals as was previously discussed.

10 **ADV REFILOE MOLEFE:** Can you remind us again, be specific with the individuals please.

CHAIRPERSON: Well he did only about ten minutes ago if you remember.

ADV REFILOE MOLEFE: Well Chair I do not recall him stating that it was illegal.

CHAIRPERSON: I asked him to just say them again.

MR PETRUS STEPHANUS VENTER: It was payments to Morocco Consultants, Mr Hlaudi Motsoeneng, the legal costs for Mr Hlaudi Motsoeneng and payment to the Foundation of Andile Ramaphosa.

ADV REFILOE MOLEFE: And you're classifying those as illegal demands?

20 **MR PETRUS STEPHANUS VENTER:** Because Mr Watson didn't elaborate, he didn't explain to me, he didn't want to answer to any of it, I was just merely told to carry out those instructions.

ADV REFILOE MOLEFE: Yes and the second sentence speaks about - you refer to it as the last nail in the coffin, when he told you to meet with Mr Patrick Gillingham. Can you explain to the Chair the circumstances surrounding your meeting with Mr Gillingham?

MR PETRUS STEPHANUS VENTER: Chair on that morning of the 27th of October 2017 I had a meeting with Mr Gillingham at my office, if I remember correctly he came to see me about his pension payouts which would have happened shortly thereafter. He had certain questions, but I also had a meeting at the offices of Bosasa and Mr Watson was aware of the meeting which I had with Mr Gillingham a little bit later on, and while I was there he called me and he said to me before I leave I must make a turn at his daughter, Lindsay Watson, she wants to give me something which I must just hand over to Mr Gillingham and after my meeting when I went there they gave me a bag, a plastic greyish plastic bag, I didn't see what was inside there but I assumed it was money.

10

ADV REFILOE MOLEFE: And were you told by Mr Gavin Watson or Lindsay Watson why you had to give Mr Gillingham money?

MR PETRUS STEPHANUS VENTER: No they just said to me just hand this – we believe you have a meeting with Mr Gillingham a little bit later on just hand this to him, as he's going to come and see you just hand this to him, or just give this to him.

ADV REFILOE MOLEFE: Yes and you talk about knowing that it was cash because it was wrapped in a bank security bag, secure bag rather.

MR PETRUS STEPHANUS VENTER: Yes Chair it was one of those plastic bags, greyish as was explained by Mr Agrizzi previously with his testimony, I assumed it was cash, I can't say for certain but why put anything else into a bag like this.

20

ADV REFILOE MOLEFE: Yes, and do you know what the money was for?

MR PETRUS STEPHANUS VENTER: Not at all, I was just asked to make the delivery as I had a meeting with him shortly thereafter.

CHAIRPERSON: Had you ever had before this had you ever had any experience of either being asked to give somebody a similar bag?

MR PETRUS STEPHANUS VENTER: That was the first time and only time and last time Chair.

CHAIRPERSON: Yes were you aware as at that time whether there were people within Bosasa who used those bags for a particular purpose?

MR PETRUS STEPHANUS VENTER: No Chair I've only the first time I got to know the bags was really when Mr Agrizzi testified about it, then I realised a similar bag, that was one of the bags which was given to me to hand over to Mr Gillingham.

CHAIRPERSON: Yes okay.

ADV REFILOE MOLEFE: Thank you. So you then call Mr Gillingham and he picks up
10 right?

MR PETRUS STEPHANUS VENTER: Yes he was – that's why I would like to just elaborate on this paragraph.

ADV REFILOE MOLEFE: Okay before you do please allow me to ask my next questions, what do you then say to when he answers the calls?

MR PETRUS STEPHANUS VENTER: I already had a meeting set up for him, when I called him, I did call him if I remember correctly just to confirm the meeting a little bit later on at my office.

ADV REFILOE MOLEFE: So who had arranged this meeting?

MR PETRUS STEPHANUS VENTER: We actually had a meeting between the two of
20 us, in order to discuss various tax questions he had about his pension payout, so we had the meeting set up prior to that morning we already arranged the meeting between the two of us.

ADV REFILOE MOLEFE: And where was the meeting to take place?

MR PETRUS STEPHANUS VENTER: At my offices.

ADV REFILOE MOLEFE: So when you called him and he answers what do you then

say to him?

MR PETRUS STEPHANUS VENTER: Chair I only confirmed the meeting, the time of the meeting whether he's still coming, that was when I called him that day.

ADV REFILOE MOLEFE: Please continue.

MR PETRUS STEPHANUS VENTER: No that's all thank you.

ADV REFILOE MOLEFE: Okay and do you by any chance recall what time this meetings was?

MR PETRUS STEPHANUS VENTER: It was I recall it was later the morning of the 27th of October 2017.

10 **ADV REFILOE MOLEFE:** Okay so you call him, you confirm the meeting and what he does he then say?

MR PETRUS STEPHANUS VENTER: Yes, he confirmed the meeting and we actually had the meeting.

ADV REFILOE MOLEFE: So what happens then after?

MR PETRUS STEPHANUS VENTER: When I did that I realised it must have been cash that was in that bag and I realised that I will never do that again.

ADV REFILOE MOLEFE: Okay so when you called him did you mention, and I would like to use your words, did you mention the bank secure bag?

20 **MR PETRUS STEPHANUS VENTER:** No I didn't because I had a meeting with him, maybe he had some arrangement or he knew that I was giving him that, but that was not the purpose of our meeting.

ADV REFILOE MOLEFE: Okay, so you then meet with Mr Gillingham as you had confirmed earlier in your call. When you first meet him what do you say to him?

MR PETRUS STEPHANUS VENTER: Pardon me, when we first met on the day?

ADV REFILOE MOLEFE: When you met as schedule what do you say to him or what

do you say to each other in fact?

MR PETRUS STEPHANUS VENTER: Chair I just initially I handed him the parcel, he took it and we continued with your meeting, so then I suppose he would have known what it was all about.

ADV REFILOE MOLEFE: So did he not ask you anything about this parcel?

MR PETRUS STEPHANUS VENTER: I just told him that I was Bosasa's offices that morning and they've asked me to hand this to him, to give it to him.

ADV REFILOE MOLEFE: And what did he say in response?

MR PETRUS STEPHANUS VENTER: No he just took it and that was it.

10 **ADV REFILOE MOLEFE:** And was there any discussion about what's in the bag?

MR PETRUS STEPHANUS VENTER: Not at all.

ADV REFILOE MOLEFE: And did you ever mention cash when you gave him this parcel?

MR PETRUS STEPHANUS VENTER: No I didn't, I assumed that it was but I couldn't say for certain so I didn't, I didn't know for certain.

ADV REFILOE MOLEFE: So when he accepts the bag he asks you no questions?

MR PETRUS STEPHANUS VENTER: No questions.

ADV REFILOE MOLEFE: What does he say when he accepts the bag?

MR PETRUS STEPHANUS VENTER: I gave it to him I suppose he just said thank you.

20 **ADV REFILOE MOLEFE:** He said thank you. So you then continue with your meeting. What unfolds at the meeting?

MR PETRUS STEPHANUS VENTER: We discussed the tax questions he had and then he left, the tax questions about his pension, he wanted to know what the tax implication would be on the payout, he asked me various questions about the payout, the pension payout.

ADV REFILOE MOLEFE: And at this point you were still performing tax consultancy services for Mr Gillingham?

MR PETRUS STEPHANUS VENTER: Yes correct.

ADV REFILOE MOLEFE: That service was being paid by Bosasa?

MR PETRUS STEPHANUS VENTER: That was an additional – I didn't charge him for that as a matter of fact, because I only charged him, it was the first meeting other than the tax return meetings we had, that was a consultation, but I didn't charge him for that.

ADV REFILOE MOLEFE: Well you need to first confirm if it is the same tax consultancy services that were being paid by Bosasa?

10 **MR PETRUS STEPHANUS VENTER:** Correct, but I just want to elaborate the tax consultancy services was for the completion and submission of tax returns.

ADV REFILOE MOLEFE: So now that ...(intervention)

CHAIRPERSON: Just one second, I don't know whether the problem is with my ears, but today I am not hearing everybody as clearly as I was hearing them yesterday, both Ms Molefe and Mr Venter the technical people must just have a look at see whether there isn't something that can be done to improve, we don't have to adjourn or stop, we can continue, but for some reason I am not hearing everybody as clearly as I was hearing them yesterday and on other days, sometimes there are words that I don't really get in a sentence and I've got to try and make out what I think is being said, so let
20 us continue but the technical people must have a look and see if something can be done to improve. I know that a week or two ago we had a situation like that and they did something and there was a huge improvement. Okay, thank you, let's continue.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter you were still explaining the consultancy services and charges surrounding theme?

MR PETRUS STEPHANUS VENTER: Yes the consultancy services I was only paid for

the completion and submission of the tax returns. This was the first meeting other than for the completion and submission of tax returns, so I didn't charge Mr Gillingham for that.

ADV REFILOE MOLEFE: But would you be charging Mr Gillingham or Bosasa?

MR PETRUS STEPHANUS VENTER: The completion as I said yesterday of his tax return was included in the invoice to Bosasa.

ADV REFILOE MOLEFE: And is there anything further that you would like to bring to the attention of the Chair in respect of paragraph 18 on page 928?

MR PETRUS STEPHANUS VENTER: No that's all Chair.

10 **ADV REFILOE MOLEFE**: Can we then move on to ...(intervention)

CHAIRPERSON: Well I may have missed, so what was the elaboration that you wanted to make in regard to paragraph 18, I may have missed it.

MR PETRUS STEPHANUS VENTER: Chair I actually said a little bit more now that was initially in that paragraph, I've explained it better now.

CHAIRPERSON: Yes, are you able to say this is what I added?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Just repeat what you added because maybe it's one of those things that I've missed out, just repeat.

20 **MR PETRUS STEPHANUS VENTER**: Chair I've just elaborated as to what happened on that day, that I had a meeting with him, I don't think it clearly came out here or it may be mentioned that, but it didn't mention that I also had a meeting at Bosasa's offices the same morning and while I was there I was handed this parcel which I then took to the office and I handed to Mr Gillingham.

CHAIRPERSON: Okay no that's fine then, thank you.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter can we then move to paragraph

19, still on Exhibit S8 at page 928. Before we do you confirm that in paragraph 4.2 of your statement on page 2 that you have enlisted paragraph 19 of S8 as being true and correct?

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: Thank you, can you please read paragraph 19 of S8 into the record.

MR PETRUS STEPHANUS VENTER:

“Mr Gavin Watson promoted Louis Passano and Colleen Passano to handle the company and group finances. Louis Passano approached me during October 2017 to
10 make changes to his payslip. He is an employee of Concilium Business Consultants Pty Limited. He instructed me on behalf of Gavin Watson to reduce his salary from R137 000 cost to company per month to R90 000 cost to company per month.

ADV REFILOE MOLEFE: And this is elaborated further in paragraph 20 which follows, and paragraph 20 you have also confirmed to be correct, not so?

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: Before dealing with paragraph 19 could you please read paragraph 20 into the record?

MR PETRUS STEPHANUS VENTER:

20 “When I confronted him about this he was very vague about this but then he mentioned something about his estate. It was then that I realised that he was sequestrated and should not be in a position of running a company's finances. The second thing is that he wants to show his curator that he earns less than he does. By doing this he will pay a lower amount to his creditors. I have attached the before and after payslips. Louis Passano also mentioned that Mr Gavin Watson will pay the balance in cash. By doing this

he defrauds SARS as well as the curator. The actions could eventually impact on Concilium as amounts to be fraudulent transactions besides Louis Passano already had a five year suspended sentence.”

ADV REFILOE MOLEFE: Thank you. Do you know what position Mr Louis Passano held at this ...(intervention)

CHAIRPERSON: I'm sorry Ms Molefe – okay no that's fine, you may continue.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter do you know what position Mr Louis Passano held at Concilium?

MR PETRUS STEPHANUS VENTER: Chair as far as I know he was one of the
10 employees of Concilium but he worked for the Bosasa Group who took over from Mr Andries van Tonder.

ADV REFILOE MOLEFE: In what position?

MR PETRUS STEPHANUS VENTER: Mr Andries van Tonder was the Chief Financial Officer but I wouldn't say that he was appointed, Mr Passano was appointed as the Chief Financial Officer but he certainly did do all the finances of the company, he took it over from Mr van Tonder.

ADV REFILOE MOLEFE: And when did this happen?

MR PETRUS STEPHANUS VENTER: As a matter of fact it happened whilst Mr van Tonder was still employed for the Bosasa Group, I also remember that Mr van Tonder
20 told me that he was feeling discarded by Mr Watson because he was replaced by Mr Passano so he felt very aggrieved with the situation, so it was sometime during 2017.

ADV REFILOE MOLEFE: Yes. And if I recall correctly yesterday you testified that Concilium had external auditors that were appointed and it was not D'Arcy-Herrman.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Thank you. And now Mr Passano approaches you with his

payslip, what do you then say to him?

MR PETRUS STEPHANUS VENTER: Chair we only, he was the first thing I've also mentioned here that it was – he told us that it's on instruction from Mr Watson to reduce his salary, that was strange so we had to change his payslip by paying him a lesser amount so we carried out that instruction.

ADV REFILOE MOLEFE: When you say and he told us who are you referring to?

MR PETRUS STEPHANUS VENTER: Well me, he told me and my colleague and myself who were handling the payroll for the Concilium Group but the instruction was given to me.

10 **ADV REFILOE MOLEFE:** You say that it was an instruction?

MR PETRUS STEPHANUS VENTER: That was his wording to me, Mr Watson is giving the instruction to me to, to me as Peet Venter, to reduce his salary from R137 000 to R90 000 per month.

ADV REFILOE MOLEFE: Now he is saying this in the presence of a colleague of yours?

MR PETRUS STEPHANUS VENTER: No, no, pardon me, he said it to me, I was just correcting myself, a colleague and myself ran the payroll but the instruction was given to me.

ADV REFILOE MOLEFE: Okay so this conversation just took place between yourself
20 and Mr Passano?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now he comes to you with his instruction from Mr Gavin Watson, what do you then say to him?

MR PETRUS STEPHANUS VENTER: Well I asked him about it ,he was very vague about it, he didn't want to elaborate on it, it was strange however I did accept it as he

didn't ask me to increase it, but rather decrease it I accepted it, but he was very vague about it.

ADV REFILOE MOLEFE: So you found it to be strange, did you at all consider it to be unlawful?

MR PETRUS STEPHANUS VENTER: It was strange, I realised but why decreasing somebody's salary is almost like a demotion and that wasn't the case, so I didn't know what was behind it but I was just told to do it.

ADV REFILOE MOLEFE: And did he explain why you had to reduce his salary?

MR PETRUS STEPHANUS VENTER: No he was very vague about it. He evaded the
10 question, he didn't want to tell me.

ADV REFILOE MOLEFE: Then you go on to say that he spoke about his estate, and you say that you realised that he was sequestered.

MR PETRUS STEPHANUS VENTER: Yes I was, that was my knowledge and also when I discussed the matter with Mr Agrizzi and Mr van Tonder they informed me that Mr Passano was sequestered before and that's where that knowledge came from.

ADV REFILOE MOLEFE: And you say that you realised that he should not be in the position of running the company's finances?

MR PETRUS STEPHANUS VENTER: Yes that was told to me by Mr Agrizzi later on I did find it but I don't think it really has an influence, apparently it doesn't.

20 **ADV REFILOE MOLEFE:** I'm sorry repeat that again?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi felt that he shouldn't be in a position to be running the finances of a company when we discussed it at the time, myself, Mr Agrizzi and Mr van Tonder but later on I think I read an article I don't really think that that really influences the fact that he was sequestered running the finances of the company.

ADV REFILOE MOLEFE: But now just refer back to the sentence you say here and you've confirmed the sentence at paragraph 20 to be correct, you say it was then when I realised that he was sequestered and should not be in the position of running a company's finances, so was that your view initially.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And afterwards you changed?

MR PETRUS STEPHANUS VENTER: Yes, correct I'm still uncertain as to whether he could be in the position of running the finances of the company but yes at the time I really thought but I question that to myself really. When I had a discussion with Mr
10 Agrizzi and Mr van Tonder they were of the opinion but he shouldn't be, they really actually explained it to me and I accepted that he is not in a position to be able to run the finances of a company.

ADV REFILOE MOLEFE: And you have just said that you later found nothing wrong with him running the finances of a company?

MR PETRUS STEPHANUS VENTER: I've tried to find some articles reading up about it, but I can't recall finding anything that's really – I can't remember what I've read but I really afterwards I've tried to find a few articles just to see whether that's the case.

ADV REFILOE MOLEFE: Okay and did you know in which year he was sequestered?

MR PETRUS STEPHANUS VENTER: I don't have that knowledge, I know it was
20 mentioned to me by Mr Agrizzi at the time, I can't remember.

ADV REFILOE MOLEFE: So you then say that the second thing is that he wants to show his curator that he earns less than he does.

MR PETRUS STEPHANUS VENTER: That's the case if you reduce your income I'm sure that – and that's why I've put it in there, a curator is interested in – as to what your earnings is and by reducing that according to my knowledge it would have an impact on

as to how they deal with the estate.

ADV REFILOE MOLEFE: So now this reduction of his salary would it have been an actual reduction as in less money goes into his account or was it a reduction only on the books?

MR PETRUS STEPHANUS VENTER: No it was a real reduction, we paid him less, a lesser amount.

ADV REFILOE MOLEFE: And do you know whether he received any other income from any of the Bosasa Group?

10 **MR PETRUS STEPHANUS VENTER:** No according to my knowledge he was only paid from Concilium.

ADV REFILOE MOLEFE: And from your own personal experience do you know whether a person who is sequestrated can run the finances of a company?

MR PETRUS STEPHANUS VENTER: Thinking about that's my first impression yes, that a person wouldn't be able to – I mean unless you are rehabilitated – pardon me Chair – if you are rehabilitated then you could I think ...(intervention)

CHAIRPERSON: I mean if you are sequestrated it means you can't run your own finances so how can you run anybody else's finances.

MR PETRUS STEPHANUS VENTER: Correct.

CHAIRPERSON: So it can't be right.

20 **MR PETRUS STEPHANUS VENTER:** Yes, that's how I ...(intervention)

CHAIRPERSON: I would have expected you to know that in the light of your job.

MR PETRUS STEPHANUS VENTER: There was a debate about it Chair when I mentioned that to the Bosasa Group, I really went back to them actually and I explained to them that listen but Mr Passano can't be in this position, and there was a debate about it, how they argued but he could be.

ADV REFILOE MOLEFE: But Mr Venter in your opinion and in light of your experience what was your view on the matter?

MR PETRUS STEPHANUS VENTER: I thought he couldn't be in the position of running the finances.

ADV REFILOE MOLEFE: And earlier you said that you later changed your mind and saw nothing wrong with him running the finances of the company.

MR PETRUS STEPHANUS VENTER: They really wanted me to think that he is capable of doing it and able to do it, thinking now back I think he is disqualified definitely. They really wanted me to know, Chair I can also just to elaborate on that and
10 the point that they've argued, even though our audit partners knew that he was sequestered and not even them, not even they had a problem with that, that's the way it was explained to us. To be honest now it doesn't make sense to me, my common sense says to me he can't be in that position, but they really tried to argue that it's fine.

ADV REFILOE MOLEFE: And do you know whether he was rehabilitated at any point?

MR PETRUS STEPHANUS VENTER: No I wasn't and I am not too sure as to why, I can't remember as to – that was part of the argument that they used at the time, I can't really remember.

ADV REFILOE MOLEFE: Because in the sentence that follows you say here that the second thing is that he wants to show his curator that he earns less than he does, and
20 thereafter it says by doing this he will pay a lower amount to his creditors. What was your thought on that?

MR PETRUS STEPHANUS VENTER: Chair I remember that Mr Passano did mention about rehabilitation at the time so I'm not too sure in this period as to what the implication would be but surely I thought that by reducing his income it would have had an impact had he still not been rehabilitated at the time.

ADV REFILOE MOLEFE: So just having read this and the evidence you've given would it be untruthful if his salary is reduced and his position is not changed and he is even giving you the reason why his salary should be reduced?

MR PETRUS STEPHANUS VENTER: It was strange Chair, why would somebody's salary be changed if you don't demote him.

ADV REFILOE MOLEFE: And do you think it was an act that is dishonest?

MR PETRUS STEPHANUS VENTER: Realistically if you think about it why would it happen, but he didn't explain to me as to more detail as to why the instruction was given to me, so I didn't know more but I certainly know that he wasn't paid from – I
10 didn't know whether an amendment was made and to come back to your question you were asking me whether he was paid from any other company in the Bosasa Group that was one of my thoughts, is he reducing his salary here and he is getting paid from one of the Bosasa companies, a few things went through my head, I wasn't too sure as to why this whole thing happened, but the curator thing did come up in my head, is he perhaps doing that for that purposes.

ADV REFILOE MOLEFE: But you were saying here that the second thing is that he wants to show his curator that he earns less than he does, so you have that information when he came to you, not so?

MR PETRUS STEPHANUS VENTER: That was a discussion I had with Mr van Tonder
20 and Mr Agrizzi, we were debating the point actually, we were of the opinion that that's the case.

ADV REFILOE MOLEFE: No Mr Venter, on paragraph 20 it begins "when I confronted him" and I understood that to be a confrontation that you had in relation to Mr Passano.

MR PETRUS STEPHANUS VENTER: Yes, I did ask him about it, but he didn't explain to me, he was very vague about it.

ADV REFILOE MOLEFE: Yes but the explanations that follow, or the conversation that you did in fact have with me was in line with the sequestration and that you even said that it was then that you realised that he was in no position to run a company. The second thing that you said there is that he wants to show his curator that he earns less than he does.

MR PETRUS STEPHANUS VENTER: That was my thought.

ADV REFILOE MOLEFE: Now and what follows was that by doing this he will pay a lower amount to his creditors.

MR PETRUS STEPHANUS VENTER: That was my thought, he was still sequestered,
10 that would be the case.

ADV REFILOE MOLEFE: So was that your thought or is this what Mr Passano told you?

MR PETRUS STEPHANUS VENTER: No, he didn't tell me that, that was my thought.

ADV REFILOE MOLEFE: So when you confronted him what did he say?

MR PETRUS STEPHANUS VENTER: Very vague about it. Did not elaborate as to what the situation is.

ADV REFILOE MOLEFE: Now you say from – in the first sentence you say that 'when I confronted him about this he was very vague about this.' Then you say 'but then he mentioned something about his estate.'

20 **MR PETRUS STEPHANUS VENTER:** Yes I cannot remember exactly what he tried to explain to me there but he did mention something otherwise I would not have put it in here. That is why I realised this could be for – for his curator showing a lesser income.

ADV REFILOE MOLEFE: Yes so it was at that very point.

CHAIRPERSON: Sorry. Sorry. Sorry Ms Molefe.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: When one reads paragraph 20 it seems to be quite clear what you thought about all of this at that time and that is that what you – what was being done or sought to be done was wrong, am I right?

MR PETRUS STEPHANUS VENTER: That is ...

MR PETRUS STEPHANUS VENTER: That was your thinking at the time?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Has your view changed on that?

MR PETRUS STEPHANUS VENTER: Still strange to me as to why would somebody's
10 salary decrease Chair.

CHAIRPERSON: Yes. But has your view changed that what was sought to be done was wrong?

MR PETRUS STEPHANUS VENTER: I am still of the opinion that it is time that something is going on, something is wrong.

CHAIRPERSON: And you still believe so now?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: And you did say that this transaction would actually – would be a fraudulent transaction as I see your – one of the sentences there that it would amount to a fraudulent transaction, is that right? Can you see that sentence?

20 **MR PETRUS STEPHANUS VENTER**: Sorry Chair – [indistinct].

CHAIRPERSON: Towards the – at the bottom of paragraphs – of page 928 at...

MR PETRUS STEPHANUS VENTER: Oh ja.

CHAIRPERSON: The last sentence at page 928. By doing this he defrauds SARS as well the curator. The actions could eventually impact on Consillium as amounts, and I assume it means as it amounts to a fraudulent transaction. That is what you said – you

said in that paragraph. You see the sentence?

MR PETRUS STEPHANUS VENTER: Yes ja I see it Chair yes.

CHAIRPERSON: Yes that is what you thought at that time, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

CHAIRPERSON: Do you still think the same?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Okay alright.

ADV REFILOE MOLEFE: Thank you Chair. And in respect of the balance of his salary what was your discussion with Mr Passano?

10 **MR PETRUS STEPHANUS VENTER**: Chair I am just going through it – the statement here and I have noted here that Mr Passano mentioned to me that Mr Gavin Watson will pay him the balance in cash.

ADV REFILOE MOLEFE: And did you say anything in response to this?

MR PETRUS STEPHANUS VENTER: Very strange Chair that nothing I can do about it but certainly it sounded not right.

ADV REFILOE MOLEFE: And...

CHAIRPERSON: And what – I am sorry Ms Molefe.

ADV REFILOE MOLEFE: Sorry Chair.

20 **CHAIRPERSON**: So from the mere fact that you were being told that his salary must be reduced from a certain amount to a certain amount but he would paid the balance, the difference in cash. That alone should mean that what was being done was to ensure that the records did not reflect the true position, is it not?

MR PETRUS STEPHANUS VENTER: That is right Chair.

CHAIRPERSON: And that is wrong?

MR PETRUS STEPHANUS VENTER: That is right.

ADV REFILOE MOLEFE: Thank you Chair. And the sentence that follows after 'will pay the balance in cash' can you please just read that again?

MR PETRUS STEPHANUS VENTER: I said here I have attached the before and after payslips.

ADV REFILOE MOLEFE: No, no the sentence that starts with "by doing this... After...

MR PETRUS STEPHANUS VENTER: Oh yes, sorry, sorry I see it, I see it.

"By doing this he defrauds SARS as well as the curator."

ADV REFILOE MOLEFE: And the other sentence the Chair has read which he says well as you say amounts to a fraudulent transaction. Was that your view then?

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

ADV REFILOE MOLEFE: And was it your view that he would be defrauding SARS?

MR PETRUS STEPHANUS VENTER: Well if he is getting cash and he is not declaring that then it would defrauding SARS yes.

ADV REFILOE MOLEFE: Yes but was that your view then?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And was it your view that he would also be defrauding the curator as you have put it?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And did you nonetheless proceed to reduce his salary?

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

ADV REFILOE MOLEFE: With the knowledge of all this?

MR PETRUS STEPHANUS VENTER: Well based on the instruction how he was paid after that is a second leg of this whole – whole thing. I just carried out the instruction of reducing his salary.

CHAIRPERSON: I think it is time for a break. Let us take a short break. It is twelve

o'clock we will resume at quarter past twelve. We adjourn.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Yes you may proceed Ms Molefe.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter is there anything else you would like to bring to the Chair's attention in respect of paragraphs 19 and 20 of Exhibit S8?

MR PETRUS STEPHANUS VENTER: No that is all Char.

ADV REFILOE MOLEFE: Thank you. Can we then move to paragraph 26 of Exhibit
10 S8? You will note that you have already dealt with paragraphs 21 to 25, is that correct?

MR PETRUS STEPHANUS VENTER: Yes correct.

ADV REFILOE MOLEFE: Okay can we then move to paragraph 26 of Exhibit S8. Can you please read paragraph 26?

MR PETRUS STEPHANUS VENTER:

“During the period 2015 to 2017 Gavin Watson decided to build residential homes for his newly married son Roth Watson and his daughter Lindsay Watson in Morningside, Sandton. The houses were to be registered on Gavin Watson's name to the best of my knowledge.”

20 **ADV REFILOE MOLEFE:** Yes and in paragraph 41 of your statement at page 18 of Exhibit T10 you deal with paragraph 26.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Can you explain to the Chair what you have elaborated there in paragraph 20 – in paragraph 41 rather?

MR PETRUS STEPHANUS VENTER: Chair I have elaborated some of these

Expenses went through the company but according to my knowledge all private expenses of Mr Watson would go towards his loan account and at year end they would clear it out and declare it as a salary and then also pay over the PAYE on that salary.

ADV REFILOE MOLEFE: And just to go back to paragraph 26 of S8. You have confirmed that it is correct in paragraph 4.3 of your statement?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And do you still maintain that it is correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: In respect of these private expenses having been paid
10 towards Mr Watson's loan account and this being cleared out and declared as a bonus through the payroll in addition to the PAYE was paid on the amount. Do you have any knowledge around this?

MR PETRUS STEPHANUS VENTER: Chair I have not checked it myself but I know that at year end when I did the provisional tax of Mr Watson that the accountants, the internal accountants would give me an amount of the loan account which they have cleared towards a bonus and which we need to brought into consideration, that is my knowledge on this.

ADV REFILOE MOLEFE: And what is your view regarding what took place insofar as Mr Watson's loan account

20 **MR PETRUS STEPHANUS VENTER:** Just rephrase that sorry?

ADV REFILOE MOLEFE: What is your view or your opinion insofar as what transpired around Mr Watson's loan?

MR PETRUS STEPHANUS VENTER: According to me all private expenses and there were quite a bit because it was quite a huge amount that we need to clear out or they cleared out which they gave me the figure of at year end. So – and then they would tell

me it is all private expenses that went through the company which they have allocated towards a loan account which they cleared out at year end. I did not.

ADV REFILOE MOLEFE: And...

MR PETRUS STEPHANUS VENTER: Sorry can I just elaborate on that?

ADV REFILOE MOLEFE: Yes please.

MR PETRUS STEPHANUS VENTER: I did not audit that. Our audit department would have audited that – it would be part of their function.

ADV REFILOE MOLEFE: Yes and insofar as tax implications what would be the tax implication insofar as this arrangement?

- 10 **MR PETRUS STEPHANUS VENTER:** If it is expenses that is paid on behalf of Mr Watson or family members if you clear it out to his loan account – clear his loan account and reallocate it to salaries then there is a tax implication therefor the PAYE which had to be paid on it.

ADV REFILOE MOLEFE: So would you then say that this was a lawful arrangement?

MR PETRUS STEPHANUS VENTER: Yes you can do that.

ADV REFILOE MOLEFE: Okay is there anything else you wish to bring to Chair's attention?

MR PETRUS STEPHANUS VENTER: No that is all.

ADV REFILOE MOLEFE: Okay. Can we then move to paragraph 27 unless Chair.

- 20 **CHAIRPERSON:** Just about a minute ago I wanted to say to the technical people they may have done something but although it was better in terms of me hearing what everybody says it seemed to be worse than just before we took the adjournment. Just before we took the adjournment there was quite some improvement but until about half a minute ago it was worse but about half a minute ago it seems to have improved. They may be continuing to work on it and I hope that what I am saying gives them an

idea of what they may need to do because just before we took the adjournment there was considerable improvement. But from about a minute – half a minute ago it was better than the past five/ten minutes. Okay alright let us continue.

ADV REFILOE MOLEFE: Thank you Chair. Thank you Chair. Before that I was asking if there is anything further you would like to bring for the Chair's attention in respect of paragraph 26 read with paragraph 41 of your statement?

MR PETRUS STEPHANUS VENTER: No Chair.

ADV REFILOE MOLEFE: Can we then move to paragraph 27 of Exhibit S8 still on page 930. Can you please read that paragraph into the record?

10 **MR PETRUS STEPHANUS VENTER:**

“Gavin Watson instructed Andries Van Tonder a Chief Financial Officer of the Group to oversee the payments to suppliers via the company financial processes and allocate the cost thereof to the various property companies such as Luiperdsvlei property, Leading Prospect Trading, Lindela etcetra where large revamps were underway. These costs were either capitalised or expensed within the existing property companies that held properties within the group of companies. This means from order to invoice and payment the invoices would have had to

20 look authentic. The invoices were made out to the various entities and Peter Reiger was tasked to attend to the paperwork. I am aware Peter Reiger was instructed to make these fraudulent entries as he mentioned the matter to me during consultation. I am also aware that he has kept records. Due to the fact that Joe Gumede of a director actually enquired as to the rising cost at

the Lindela Repatriation Centre. Carlos Bonafacio also queried the rising costs. I was later tasked to retrench Peter Reiger. This resulted in a cost being absorbed by the company as cost of sales and therefore having been expensed reduced the tax liability on the company allowing Gavin Watson to benefit of not paying for their houses personally but also allowing for the benefit to be passed onto the children. Christo Viljoen an employee of the company is used to oversee the construction.”

ADV REFILOE MOLEFE: So in paragraph 42 of your own statement Exhibit T10 on
10 page 18 you stated there that this – some of the portions of the wording were copied from the affidavit of Mr Van Tonder, is that correct?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: You also say that some of the information in the paragraph is correct, not so?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: So this is quite a lengthy paragraph. Can you take the Chair through the information in the paragraph which you know to be correct?

MR PETRUS STEPHANUS VENTER: I just want to quick – have a quick look Chair.
Chair I was aware at the time that there were revamps at various properties of – in the
20 Bosasa Group of Properties and I also recall that and as this was mostly of this wording came from the affidavit of Mr Andries Van Tonder . I was told that some of the expenses of the building reno – construction of the houses of the children of Mr Watson went through these entities. That is what I was told but I could not confirm that. I was told that by Mr Agrizzi and Mr Van Tonder.

ADV REFILOE MOLEFE: And insofar as the invoices being made to various entities

and Peter Reiger who was tasked to attend to the paperwork, do you have knowledge of that?

MR PETRUS STEPHANUS VENTER: Mr Peter Reiger was also an employee on Consillium. Later on Mr Watson found out that he was related to Mr Watson and as a result of that Mr Peter Reiger's employment was terminated. But yes Mr Peter Reiger was working with purchasing – issuing purchase requisitions and all of that so I think he would have told Mr Agrizzi quite a bit as to what has happened there. I was just merely told as I was explaining that some of these expenses went through the companies which were personal.

10 **ADV REFILOE MOLEFE:** So is it incorrect that Peter Reiger was – that you are aware that Peter Reiger said that he was instructed to make fraudulent entries?

MR PETRUS STEPHANUS VENTER: No Chair I was only told afterwards by Mr Agrizzi about it. As I was indicating most of the wording did not come from me but I can just – I can just confirm as to what I know and as to what was told to me.

ADV REFILOE MOLEFE: Yes and in paragraph 42 of your own statement which appears at page 18 you provide some clarification around paragraph 27 which we have just gone through. Can you please take the Chair through that?

MR PETRUS STEPHANUS VENTER: At 42.1 I just clarified that there is mention made that Joe Gumede a director enquired as to the rising cost of the Lindela
20 Repatriation Centre and my comment on that was 'I did not have any dealings with Mr – with the Lindela Repatriation Centre'. So I would not have any knowledge about – I knew they did some – some alterations and revamps to the building but I would not know the detail of that so I just clarified that. And then in 42.2 I said that Mr Peter Reiger was performing duties authorising purchase requisitions and it was on the payroll of Consillium. And I just elaborated as to what happened to Mr Reiger. So

Chair the only knowledge I have about this is that what was told to me that some private expenses went through some entities but I would not be able to confirm that. According to my knowledge as per the previous paragraph all personal expenses went to the loan account of Mr Watson and cleared out at year end and PAYE was paid on it. If some of the expenses were hidden I would not have known that and not declared.

ADV REFILOE MOLEFE: And did you have any consultation with Mr Reiger?

MR PETRUS STEPHANUS VENTER: That is right. We – when his employment was terminated I had – I had a meeting with him. We – his service was terminated.

ADV REFILOE MOLEFE: And there was no mention of fraudulent entries?

10 **MR PETRUS STEPHANUS VENTER:** I recall at a time that Mr Reiger did make various threats as to information that he had in his possession and he also referred to transactions that took place but in order to get more information on that we have to speak to Mr Reiger. But I do remember that he mentioned some illegal activities or some expenses that was put through the companies which were private.

ADV REFILOE MOLEFE: And were you ever able to confirm or refute these fraudulent entries that Mr Reiger spoke about?

MR PETRUS STEPHANUS VENTER: No it is – Chair as his employment was terminated he did not provide any evidence of any documents. He was very upset at the time and I do not know whether it was just the information that just to get back at
20 the company that he felt disgruntled or so but I had no information as to what happened but he did mention that – he did make threats. Put it that way.

CHAIRPERSON: When – when you say you were instructed to retrench him are you saying that you were instructed to terminate his contract for certain reasons?

MR PETRUS STEPHANUS VENTER: Chair yes. Mr – when Mr Agrizzi left the group Mr Watson made a point of getting rid of all the people that is related to Mr Agrizzi.

That was one of the main reasons why his services were terminated.

CHAIRPERSON: But you see here you use the word retrench. To retrench an employee is to terminate their services because there is no longer a job for them or because their position has become redundant. Is that – was that the position?

MR PETRUS STEPHANUS VENTER: Yes Chair. I merely sat in that meeting with the HR people where they have retrenched Mr Reiger. Yes where they terminated – they did not require his services anymore.

CHAIRPERSON: Well you might say you do not require his services but you may require the services but you want somebody else to do those – to perform those –
10 render those services?

MR PETRUS STEPHANUS VENTER: Chair yes I can confirm that. I think – just to give you a little bit of background. At the wedding of Mr Agrizzi's son Mr Watson realised that there were various or many employees of the Bosasa Group that attended the wedding. And then he found out that those people were related to Mr Agrizzi and due to the fact that Mr Agrizzi left the organisation all those people related to Mr Agrizzi were not welcome anymore.

CHAIRPERSON: But the wedding was Mr – was – the wedding of whose son?

MR PETRUS STEPHANUS VENTER: Mr Agrizzi's son. At the wedding all these family members and friends and relatives were present and Mr Watson saw all these people
20 and then he realised they all related to Mr – they all employed at Bosasa and also related to Mr Agrizzi.

CHAIRPERSON: So he looked around and saw who was attending Mr Agrizzi's son and thought those people must be friends with Mr Agrizzi or they are loyal to him or something.

MR PETRUS STEPHANUS VENTER: Yes something to that extent yes.

CHAIRPERSON: Ja. Anyway the question I wanted to ask is just to clarify your own position. Now which entity under Bosasa employed Mr Reiger? Was it the Consillium?

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: And again in terms of the Consillium what was your position again there? You mentioned it yesterday but I want to refresh [indistinct].

MR PETRUS STEPHANUS VENTER: We were just managing the payroll on behalf of Consillium Chair.

CHAIRPERSON: You were not holding a position in the entity as such but you were managing the payroll.

10 **MR PETRUS STEPHANUS VENTER**: The payroll.

CHAIRPERSON: The payroll only. So effectively when you were being asked to retrench him or terminate his services all that was being meant is you must stop paying him, take him out of the payroll by a certain time?

MR PETRUS STEPHANUS VENTER: Correct Chair. Human Resources would have dealt with all the paperwork.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: The termination paperwork and I only sat in but I recall at a time that Mr Reiger was very unhappy and he did make threats.

CHAIRPERSON: Ja. Ja. Okay thank you.

20 **ADV REFILOE MOLEFE**: Thank you Chair. And on page 931 still on paragraph 27 it is stated there that this resulted in costs being absorbed by the company as costs of sale and therefore having been expense reduced tax liability on the company. Do you know whether – what is described in paragraph 27 would have been indeed reduced the tax liability of the company?

MR PETRUS STEPHANUS VENTER: Chair I can try and – I can certainly explain what

it means but I did not know anything about that. That was inserted into my agreement.

ADV REFILOE MOLEFE: Well I am referring to paragraph 27 as it stands where there is an explanation of allocation of costs to various companies within the Bosasa Group and when you turn to page 931 it states there that this would have resulted in the cost being absorbed by the company as cost of sales and therefore having been expense reduce the tax liability on the company. Now on the facts as they stand or on – as paragraph 27 is as – as it stands would this have reduced the tax liability of the company?

MR PETRUS STEPHANUS VENTER: Yes the – any cost of sale would reduce the
10 profit of the company.

ADV REFILOE MOLEFE: And – continue.

MR PETRUS STEPHANUS VENTER: Pardon me. Ja any cost of sale and increase in cost of sales would reduce the profit of the company, correct.

ADV REFILOE MOLEFE: Yes and did you know Mr Christo Viljoen?

MR PETRUS STEPHANUS VENTER: Yes he is the person in charge of I think maintenance at the Bosasa Group.

ADV REFILOE MOLEFE: Thank you. And in respect of this paragraph do you have any further to add?

MR PETRUS STEPHANUS VENTER: No I do not have Chair.

20 **ADV REFILOE MOLEFE:** Thank you. Can we then move to paragraph 21 of Exhibit S8 which appears on page 931? Please read that paragraph into the bundle? Into the record pardon me.

MR PETRUS STEPHANUS VENTER: Paragraph 28?

ADV REFILOE MOLEFE: Yes please.

MR PETRUS STEPHANUS VENTER:

“Mark Tavener a brother-in-law to Gavin Watson retains Patrick Gillingham on the panel of BE Foods on a salary of R65 000,00 per month and a company car a Mercedes GLA200”

CHAIRPERSON: I am sorry. Ms Molefe at least this is the second time you ask him to read this paragraph. You asked him yesterday, he read it. Maybe once, maybe twice. You want to ask him a question maybe you should ask him a question on it?

ADV REFILOE MOLEFE: Chair this is the different issue in respect of Mr Gillingham.

CHAIRPERSON: Yes but he does not have to read it again. You know what it is you want to ask him on it so why do you not put the questions?

10 **ADV REFILOE MOLEFE**: My apologies Chair I do not recall him reading it but I – as the Chair pleases.

CHAIRPERSON: Ja.

ADV REFILOE MOLEFE: Thank you Chair. Mr Venter in paragraph 29 it states there that Mark Tavener who is said to be the brother-in-law of Mr Gavin Watson retains Mr Patrick Gillingham on the payroll of BEE Foods. Do you have any knowledge of this?

MR PETRUS STEPHANUS VENTER: Chair the only thing I can confirm is that I have never heard the name Mark Taverner but I did go and look who paid Mr Gillingham based on the completion of the tax returns. Who his employer would be and I can confirm that BEE Foods did pay him – Mr Gillingham a salary.

20 **ADV REFILOE MOLEFE**: And the amount that is stipulated there is R65 000,00 per month and a company car a Mercedes GLA 200, can you confirm that?

MR PETRUS STEPHANUS VENTER: Chair I can confirm how much was paid to Mr Gillingham from BEE Foods but I am not aware about the company car a Mercedes and the cost thereof. I cannot confirm that.

ADV REFILOE MOLEFE: You cannot that is fine. And the full costs that are said to be

added to the invoicing of BEE Foods, do you have any knowledge of this?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: The ...

CHAIRPERSON: I am sorry Ms Molefe. Just to refresh your memory when we were dealing with this paragraph yesterday you may remember when you have regard to the last two lines that I even asked the witness the question about filtering the tax exposure of profits. So you might recall. You can continue but I just want – do not want us to repeat the same thing.

ADV REFILOE MOLEFE: Certainly Chair. From my recollection the paragraph that
10 deals with filtering the taxes exposure was a separate issue but if I accept the [indistinct].

CHAIRPERSON: Was it a separate paragraph?

ADV REFILOE MOLEFE: That is how I recall it Chair.

CHAIRPERSON: Is there another paragraph that has got filtering the tax exposure?

ADV REFILOE MOLEFE: As far as I can recall Chair.

CHAIRPERSON: Let us have a look because I do not want to be unfair to you.

ADV REFILOE MOLEFE: Well I cannot seem to find it in this statement but it might be in the second statement. But perhaps Chair for the sake of time we could ask Mr Venter to confirm if he has dealt with it as I look through it.

20 **CHAIRPERSON:** *Ja*, no that is alright. You would be marking I would imagine paragraphs that we have dealt with. You would be.

ADV REFILOE MOLEFE: Yes Chair.

CHAIRPERSON: Making a note. Certainly my recollection is that I even asked him a question with regard to this particular phrase. I asked him a question based on that. So obviously if you have different questions to ask that is fine, but I think we certainly

dealt with it yesterday.

ADV REFILOE MOLEFE: Well Chair.

CHAIRPERSON: You were still asking so you can continue and finish questions that you want to ask.

ADV REFILOE MOLEFE: Thank you Chair. The only question really was the periods during which Mr Gillingham was on the payroll of BEE Foods, because you have just given evidence Mr Venter that you attended to the tax issues of Mr Gillingham. Correct?

MR PETRUS STEPHANUS VENTER: Correct.

10 **ADV REFILOE MOLEFE:** And you would know which period was covered insofar as him being on the payroll of BEE Foods?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Can you clarify which period this was?

MR PETRUS STEPHANUS VENTER: Chair in previous paragraphs I did mention that I think Mr Gillingham's tax return was from the 2012 tax year, but we can confirm it. I just need to check which paragraph it was.

ADV REFILOE MOLEFE: Can I refer you to paragraph 32 of your statement at page 14 and there you deal with paragraph 7 of EXHIBIT S8 where mention is made of Mr Gillingham's tax returns. You say there insofar as the year 2012 that you did his tax
20 returns from 2012 onwards.

MR PETRUS STEPHANUS VENTER: Yes, correct.

ADV REFILOE MOLEFE: Now does that assist you in recalling the period that is relevant at paragraph 28 insofar as Mr Gillingham being on the payroll of BEE Foods?

MR PETRUS STEPHANUS VENTER: Yes that was the purpose of including the dates just to indicate as to when, from what date onwards Mr Gillingham was paid from BEE

Foods.

ADV REFILOE MOLEFE: From 2012?

MR PETRUS STEPHANUS VENTER: From 2012.

ADV REFILOE MOLEFE: Until when?

MR PETRUS STEPHANUS VENTER: Current.

ADV REFILOE MOLEFE: Pardon?

MR PETRUS STEPHANUS VENTER: Current, up to now.

ADV REFILOE MOLEFE: Thank you. Is there anything further you would like to bring to the Chair's attention in this respect?

10 **MR PETRUS STEPHANUS VENTER:** No that is all Chair.

CHAIRPERSON: I think we dealt with this one as well yesterday.

ADV REFILOE MOLEFE: Yes Chair. Is the Chair referring to paragraph 28?

CHAIRPERSON: The one you have just dealt with.

ADV REFILOE MOLEFE: Yes, paragraph.

CHAIRPERSON: 32, mine is at 32. The one that about which you have just asked him.

ADV REFILOE MOLEFE: Yes I was assisting Mr Venter and his recollection of the.

CHAIRPERSON: *Ja.*

20 **ADV REFILOE MOLEFE:** Year from when he started doing the tax returns of Mr Gillingham. Can we then move to paragraph 29 of EXHIBIT S8 which was not dealt with? In paragraph 29 there is mention of events relative to the year 2015 and as I have it in your paragraph 4.2 of your statement, in fact 4.3 of your statement you have a list at paragraph 29 as being correct, but that there is detail you would like to provide. Can you confirm this?

MR PETRUS STEPHANUS VENTER: Yes, correct.

ADV REFILOE MOLEFE: So paragraph 29 which aspect of that paragraph is in your knowledge correct?

MR PETRUS STEPHANUS VENTER: Chair it is correct in, I think it is correct but I just elaborated in my new affidavit. So.

ADV REFILOE MOLEFE: Then perhaps can you start by reading paragraph 29?

MR PETRUS STEPHANUS VENTER: “During 2015 Gavin Watson,

10 Lindsay Watson and Ralph Watson instructed me to assist them with the restructuring of the Watson family entities in order to gain financially from the Bosasa companies. They have identified the Software Licence Agreements also known as a trustMASTER Fleet and trustMASTER Youth Centres to be sold to the newly formed entity called Lamazest (Pty) Ltd. Agreements were prepared and Intellectual Property “IP” was sold via Phezulu Fencing to Lamazest. Lamazest invoices Bosasa Youth Development Centres from August 2015 on an average between R348 000 and R371 000 per month and Lamazest started off by invoicing Kgwerano Financial Services from August 2015 an amount of R437 000 per month. This amount came down as a number of vehicles on the contract

20 came down. I do not think the Directors or shareholders of the Bosasa Group are aware of the profits which are effectively extracted from the Bosasa entities and only the Watson family gained from this.”

ADV REFILOE MOLEFE: Yes and just to.

MR PETRUS STEPHANUS VENTER: True.

ADV REFILOE MOLEFE: You are saying this is true?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And according to Mr Agrizzi Phezulu Fencing belongs to Mr Gavin Watson. Do you have any knowledge of this?

MR PETRUS STEPHANUS VENTER: Sorry, just say that again.

ADV REFILOE MOLEFE: Phezulu Fencing is owned by Mr Gavin Watson according to Mr Agrizzi.

MR PETRUS STEPHANUS VENTER: After some restructuring that was done at the time many years ago, *ja* Phezulu became part of the, let us call it the Gavin Watson
10 Group of Companies.

ADV REFILOE MOLEFE: And Kgwerano Financial Services according to Mr Agrizzi is a fleet management company?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: Yes. You said that you wanted to elaborate further on paragraph 29.

MR PETRUS STEPHANUS VENTER: Yes. Chair, yes the Software Licence Agreements were used, proper agreements were drawn up. A legal consultant was employed or made use of to draw up agreements in order to put the sale of the Software Licence Agreements on paper. Those did belong to the Bosasa Group, but
20 due to this restructuring that took place the sale that took place it now belongs to the Gavin Watson Group of Companies who would then invoice the Bosasa Group in order to get funds into the Gavin Watson Group of Companies. So there are charges going through from Gavin Watson Companies into the Bosasa Group of Companies who are making use of these systems.

CHAIRPERSON: So are you seeking to make a distinction between what you have just

referred to as the Bosasa Group of Companies and Gavin Watson Group of Companies?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Is that the distinction you are seeking to make there?

MR PETRUS STEPHANUS VENTER: Yes Chair. I just wanted to explain that these IP, the Software Licence Agreements were bought from the Bosasa Group which belongs now to the Gavin Watson Group of Companies.

CHAIRPERSON: Oh, okay.

ADV REFILOE MOLEFE: And do you have any knowledge on what the tax implication
10 of the restructuring was?

MR PETRUS STEPHANUS VENTER: It was dealt with at the time, invoices were arranged for the sale thereof etcetera. According to my knowledge I think that has been dealt with correctly.

ADV REFILOE MOLEFE: Thank you. Can we then move to paragraph 30 of EXHIBIT S8 which is one of the paragraphs you have stated in your own affidavit to be correct. However you wish to add certain information and this paragraph speaks to Phezulu Fencing in detail as well as Dealstream. Firstly do you have any knowledge of Dealstream?

MR PETRUS STEPHANUS VENTER: Only a little bit of knowledge Chair. I remember
20 that Phezulu Fencing made quite a bit of profits many years ago which they have invested in Dealstream or with Dealstream which they have lost I believe.

CHAIRPERSON: Hm.

ADV REFILOE MOLEFE: Yes. Can you then read paragraph 30 of EXHIBIT S8?

MR PETRUS STEPHANUS VENTER: “The Watson family also wanted me
to assist them to move a company Phezulu Fencing (Pty) Ltd

away from the shareholders who were Bopa and Phafoga Trusts into the Watson family structure. We managed to achieve that and by doing that they got their hands on R63 million loan account which Bosasa Operations owes to Phezulu Fencing. The loan carries interests which means that the loan account just increases on an annual basis. As far as I know the Directors nor shareholders of the Bosasa Group are aware of the financial gain which the Watson family is getting from this transaction. Secondly, Phezulu Fencing was involved in a transaction with a company called Dealstream. Three payments of approximately 10 million, 10 million and 17 million have been paid from Dealstream to Phezulu Fencing (Pty) Ltd. Gavin Watson did not want to pay tax on these receipts because the company found themselves under cash flow pressure at the time. He insisted that we hide the receipts under contingent liability in the balance sheet instead of income avoiding paying tax of R10.3 million.”

ADV REFILOE MOLEFE: Yes and at paragraph 45 of your own statement which appears at page 20 do you confirm that you stated there that:

20 “D’Arcy-Herrman assisted with the restructuring of Phezulu Fencing and other entities in the Bosasa Group”?

MR PETRUS STEPHANUS VENTER: Yes. At the time D’Arcy-Herrman did assist with the restructuring.

ADV REFILOE MOLEFE: Yes and do you also confirm that you state there that according to you knowledge everything was done above board?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Can we then move to paragraph 31 of EXHIBIT S8?

CHAIRPERSON: So paragraph 30 is one of those that you confirm as correct in its entirety. Is that right?

MR PETRUS STEPHANUS VENTER: Chair.

CHAIRPERSON: The one you have just read.

MR PETRUS STEPHANUS VENTER: No. It was, Chair, it was; it is not fully correct.

Let me see here.

CHAIRPERSON: Well in paragraph.

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

CHAIRPERSON: 4.3.

MR PETRUS STEPHANUS VENTER: Correct Chair. I just had to elaborate on it.

CHAIRPERSON: *Ja*, you count it as one of those that is correct, but you say you have included more information in detail in this affidavit. So it is correct. It is that you.

MR PETRUS STEPHANUS VENTER: Yes. Yes Chair.

CHAIRPERSON: You have added?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: *Ja*, okay.

ADV REFILOE MOLEFE: Thank you Chair.

20 **CHAIRPERSON:** And you say in the last part that paragraph is made up of two paragraphs if you look at it. The last paragraph starts with secondly and then there among other things you say that you were instructed to:

“...hide the receipts under contingent liability in the balance
sheet instead of income avoiding paying tax of R10.3 million.”

Did you carry out that instruction?

MR PETRUS STEPHANUS VENTER: Chair, yes. Maybe that is good that, otherwise we would have gone past it without explaining that. We went, the auditors of the Bosasa, ag Phezulu when it went over to the Gavin Watson Group of Companies. Mr Andries van Tonder and one of the internal accountants dealt with the financial affairs of Phezulu and it also had a different auditor. So I was only told about this by Mr van Tonder. That is the only knowledge I have about this.

CHAIRPERSON: Ja, but the last sentence says he insisted which I take to refer to Mr Gavin Watson.

10 “He insisted that we hide the receipts under contingent liability
in the balance sheet instead of income avoiding paying tax of
R10.3 million.”

Now you are deposing to this affidavit so “we” must include you.

MR PETRUS STEPHANUS VENTER: Chair yes. I am just looking at paragraph 4.3 just to see where we have included this paragraph.

CHAIRPERSON: Well in 4.3 we looked at it just a few minutes ago. 4.3 you say in your second affidavit the contents of the information contained within paragraphs and then you mention the paragraphs and one of the paragraphs you mention is paragraph 30. You say of my first affidavit is correct. Then you say however I have included information in detail.

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

CHAIRPERSON: And detail in this affidavit in order to clarify certain aspects and I asked you earlier on and you said you were just adding, but the paragraph 30 is correct. So.

MR PETRUS STEPHANUS VENTER: Chair.

CHAIRPERSON: So my question is in that affidavit you say “we” and I am saying that

must mean that must include you. Do you agree?

MR PETRUS STEPHANUS VENTER: I agree the wording reads like that Chair and.

CHAIRPERSON: Yes. Now that sentence says you were instructed or it was insisted that you hide the receipts under contingent liability in the balance sheet instead of income avoiding paying tax of R10.3 million and my question is did you do that?

MR PETRUS STEPHANUS VENTER: No Chair.

CHAIRPERSON: What happened?

MR PETRUS STEPHANUS VENTER: I was only told by Mr Andries van Tonder about this. So the “we” is not correct. I must mention that. So what we have said in 4.3 this
10 paragraph is correct is then, I disagree with that. We need to reclassify because the “we” is not [intervenes].

CHAIRPERSON: But that concerns me Mr Venter. When you had to sign the second affidavit it is quite clear from that affidavit that you took the trouble and correctly so to go through the first affidavit with the purpose of identifying what it is in that affidavit that was not correct as far as you were concerned or that maybe was correct, but needed qualification, okay. You agree with that?

MR PETRUS STEPHANUS VENTER: That is right Chair.

CHAIRPERSON: You took the trouble. It is clear from the second affidavit which paragraphs you say were correct which ones you say needed qualification or something
20 to be added. It is quite clear. Now you have repeated here that, you have repeated what you have said in paragraph 4.3 in your second affidavit that paragraph 30 is one of the paragraphs, paragraph 30 of your first affidavit is one of your paragraphs that are correct and all you are doing is to add. That is what we just established, but now you are now wanting to say you have been told that “we” in that last sentence of paragraph 30 is not correct. It should not be “we”.

MR PETRUS STEPHANUS VENTER: That is right Chair.

CHAIRPERSON: What should it be?

MR PETRUS STEPHANUS VENTER: It should not read, well this was included from I just want to have a quick look here. No, Chair it should not be “we”.

CHAIRPERSON: What should it be?

MR PETRUS STEPHANUS VENTER: I disagree with that because I was involved in all of that. Mr Andries van Tonder and an internal accountant handled the financial affairs of this company.

CHAIRPERSON: So what should it be?

- 10 **MR PETRUS STEPHANUS VENTER:** It should be that I was not, it should not read “we” because I was not involved there. Mr Andries van Tonder was together, I was not involved there. That is what I am trying to say.

CHAIRPERSON: Let me go that part of the paragraph of that paragraph.

“Secondly Phezulu Fencing was involved in a transaction with a company called Dealstream. Three payments of approximately R10 million, R10 million and R17 million have been paid from Dealstream to Phezulu Fencing (Pty) Ltd. Gavin Watson did not want to pay tax on these receipts because the company found themselves under cash flow pressure at the time.”

- 20 Is that correct?

MR PETRUS STEPHANUS VENTER: I was only told.

CHAIRPERSON: Up to that point.

MR PETRUS STEPHANUS VENTER: Chair I was only informed by Andries van Tonder about this. He told me about this.

CHAIRPERSON: You have no personal knowledge of it?

MR PETRUS STEPHANUS VENTER: No. Andries van Tonder only told me about it.

CHAIRPERSON: But why did you not say when you were being asked to have a look at what is in your first paragraph? Why did not say I cannot say this is a fact because I do not have personal knowledge. We must add I was told by so and so that this is what had happened. Why did you not say that?

MR PETRUS STEPHANUS VENTER: Yes Chair, I am just reading through my paragraph in my new statement which refers to that which says:

10 “As a result of the restructuring we declared the capital gains
tax that is when all of that happened. I recall that
Mr Andries van Tonder dealt with all the financial affairs of
Phezulu Fencing and the books of the company were done
internally. Mr van Tonder informed me of the transactions
between Phezulu Fencing and a company called Dealstream.”

I have said [intervenes].

CHAIRPERSON: Where are you reading from?

MR PETRUS STEPHANUS VENTER: Chair I on page 20 paragraph 45.

CHAIRPERSON: Of which, of the second affidavit?

MR PETRUS STEPHANUS VENTER: Of the second affidavit, *ja*.

CHAIRPERSON: Page 20?

20 **MR PETRUS STEPHANUS VENTER:** Page 20, yes. Paragraph 30.

CHAIRPERSON: Paragraph?

MR PETRUS STEPHANUS VENTER: 45.

CHAIRPERSON: Okay.

MR PETRUS STEPHANUS VENTER: There from the middle.

“As a result of the restructuring we declared the capital gains

tax that is when all of that happened. I recall that Mr Andries van Tonder dealt with all the financial affairs of Phezulu Fencing and the books of the company were done internally. Mr van Tonder informed me of all the transactions between Phezulu Fencing and a company called Dealstream.”

There I have stated what I know about that Chair.

CHAIRPERSON: Okay. So you say in paragraph 45 that you were told about the transactions?

MR PETRUS STEPHANUS VENTER: Yes Chair.

10 **CHAIRPERSON:** Okay. So maybe that is fair enough. Maybe it is just the way it was done, because it does not; one looks at paragraph 4.3 which says:

“I have included information and detail in this affidavit in order to clarify certain aspects.”

But then one does not know where to go really and then, but you do have the paragraph 30 and then you have that sentence. Ms Molefe you can take it from there.

ADV REFILOE MOLEFE: Thank you Chair. Chair I am advised that it is 1 o’ clock and I do not know if this would be a convenient time to take the long adjournment.

CHAIRPERSON: How far do you think we are from finishing? I am not putting pressure.

20 **ADV REFILOE MOLEFE:** No certainly Chair.

CHAIRPERSON: But I do know that we have not gone as fast I thought we would this morning.

ADV REFILOE MOLEFE: My estimate is half an hour Chair.

CHAIRPERSON: Hm.

ADV REFILOE MOLEFE: I do not think the issues that are remaining should take

longer than that.

CHAIRPERSON: Well if your estimate is about half an hour maybe we should go into the lunch hour. So that when we finish with him we are done for the day. Mr Venter is that fine with you?

MR PETRUS STEPHANUS VENTER: That is fine with me Chair.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: As it pleases you Chair.

CHAIRPERSON: Okay, alright. Thank you. *Ja*, let us proceed then.

ADV REFILOE MOLEFE: Thank you. Can we then move to paragraph 31 on EXHIBIT

10 S8 please?

MR PETRUS STEPHANUS VENTER: “During January and February...”

ADV REFILOE MOLEFE: No, no. I have not asked you to read it.

MR PETRUS STEPHANUS VENTER: I am sorry, sorry.

ADV REFILOE MOLEFE: Do you confirm that in paragraph 4.1 of your own statement you state there that you have enlisted paragraph 31 as one of the paragraphs that were added by Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And do you confirm that at paragraph 46 of your own statement on page 20 you confirm that the contents of paragraph 31 are true and

20 correct?

MR PETRUS STEPHANUS VENTER: That is right.

ADV REFILOE MOLEFE: So are you; well between paragraph 4.1 and 46 are you confirming that it is correct or not?

MR PETRUS STEPHANUS VENTER: What I have stated is that, yes it is correct that 4.1 that this was included into the statement by Mr Agrizzi. Is that what you would like

me to confirm?

ADV REFILOE MOLEFE: Thank you Mr Venter and do you confirm that paragraph 31 speaks about the restructuring of the shareholding structure of the Bosasa Group?

MR PETRUS STEPHANUS VENTER: That is right.

ADV REFILOE MOLEFE: And that this related to a shareholder agreement and that paragraph 31 also deals with the co-option paragraph in that agreement?

MR PETRUS STEPHANUS VENTER: Yes, it deals with that.

ADV REFILOE MOLEFE: Thank you. Is there anything further you wish to bring to Chair's attention in this respect?

10 **MR PETRUS STEPHANUS VENTER:** No Chair.

ADV REFILOE MOLEFE: Can we then move to paragraph 32 which appears on page 934 of EXHIBIT S8? Do you confirm that in paragraph 47 of your own statement at page 20 that you confirmed that the contents of paragraph 32 are true although this was inserted by Mr Agrizzi?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And paragraph 32 speaks about you finding it important to reveal the truth and allow a new start. Is that correct?

MR PETRUS STEPHANUS VENTER: That is right.

ADV REFILOE MOLEFE: And it further says that you have not, well it says:

20 "As I have not unduly benefitted from the corruption and dishonesty created by Mr Gavin Watson."

Is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And in paragraph 47 of your statement on page 20 you have added some detail to that paragraph. Is that true?

MR PETRUS STEPHANUS VENTER: Yes that is right.

ADV REFILOE MOLEFE: And you say that, you still say again that:

“It is important to reveal the truth and to allow a new start.”

MR PETRUS STEPHANUS VENTER: Right.

ADV REFILOE MOLEFE: However you go as far as saying:

“As I was dragged into the wrongdoing by Mr Watson.”

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And you further say that as you have stated at the outset of this affidavit:

10 “You have been drawn into the current fight between
Mr Watson and Mr Agrizzi.”

MR PETRUS STEPHANUS VENTER: That is right.

ADV REFILOE MOLEFE: You also say that:

“However you submit this affidavit whilst not being for or
against any side and that you also want to mention (same as
Mr van Tonder and Mr Agrizzi) that Mr Watson uses people
when he feels you have served your purpose. Then you have a
dustbin with your name on it.”

Is that correct?

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

ADV REFILOE MOLEFE: You also wanted to emphasise that:

“Mr Watson does not have an office, secretary nor a computer
and that is where he uses people to do everything for him.”

Is this correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: “And you say that in your opinion he does this
on purpose so no evidence points towards him.”

Is this correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And you have dealt with this earlier in your evidence. Is that
correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Can you then move to?

CHAIRPERSON: Sorry, paragraph 47.3 of your second statement the paragraph that
10 Ms Molefe was asking you on just now. There is that sentence there that says where
you say:

“I also want to mention and then (same as Mr van Tonder and
Mr Agrizzi) that Mr Watson uses people and when he feels you
have served your purpose then you have a dustbin with your
name on it.”

You see that sentence?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: 47.3.

MR PETRUS STEPHANUS VENTER: Yes Chair.

20 **CHAIRPERSON:** That sentence sounds to me very much like the sentence that you
said we should; that you said was not correct in your first statement that was talking
about, I will tell you just now. It is paragraph 17 of your first statement, a sentence that
you said you wanted to correct. It reads:

“It is a constant and disturbing pattern that Gavin Watson would
instruct people to act illegally and then discard them or get rid

of them as he felt it got rid of the evidence.”

Leaving aside the part about “got rid of the evidence” that sentence sounds to me very much the same as this sentence where you say in your second affidavit that:

“You also want to mention (same as Mr van Tonder and Mr Agrizzi) that Mr Watson uses people and when he feels you have served your purpose then you have a dustbin with your name on it.”

Do you see the two sentences?

MR PETRUS STEPHANUS VENTER: Yes, Chair yes.

10 **CHAIRPERSON:** Do you agree with me that they in a sense mean the same thing?

MR PETRUS STEPHANUS VENTER: Chair I think it is slightly different.

CHAIRPERSON: *Ja*, what is the difference?

MR PETRUS STEPHANUS VENTER: Because if it was used in a same sentence with the wording it is a constant and disturbing pattern, you know, the sentence it was included as part of that, but *ja* I see what you mean, but while we have removed it in paragraph 17 it was part of an entire sentence where other wording was used as well.

CHAIRPERSON: Hm. Well the only difference I can see between the two is simply the reference to illegal in paragraph 16 of the first statement “illegal activities” but it seems to me that the essence of the point being made there is the same that you are saying in
20 effect Mr Gavin Watson uses people as long as he thinks they are still serving.

MR PETRUS STEPHANUS VENTER: A purpose.

CHAIRPERSON: A good purpose for him and when he feels they are no longer serving a good purpose for him he dumps them.

MR PETRUS STEPHANUS VENTER: Correct Chair.

CHAIRPERSON: So my concern is why did you say that one must that one must be

changed if you've got a similar point on – in your second statement?

MR PETRUS STEPHANUS VENTER: Chair I think the point I'd like to make there is that – because he uses people, that's the point I really want to make and – because I also said in the following 47.4 that he doesn't have an office secretary or a computer so he uses people and if he doesn't need you then he doesn't need you, then you've served your purpose, I think that's the point I really wanted to make in combining all four the points in 47 just explaining as to what – that Mr Watson would use people.

CHAIRPERSON: Yes I understand that but that's why my question arises that if I'm correct in saying, in both paragraphs, the one – in both sentences the one that you
10 said was wrong and should be corrected and the one in your second statement, which you have not said should be corrected, if they both mean, essentially the same thing, why would you – why did you want the one in the old – in the first statement to be corrected?

MR PETRUS STEPHANUS VENTER: I see that Chair – ja the meaning of the two is similar I can see that.

CHAIRPERSON: Yes, alright you're not able to say why you wanted the one to be corrected but not the other?

MR PETRUS STEPHANUS VENTER: I think the point, Chair, was just to make that Mr Watson would use people, that's I think really the point I wanted to bring out here
20 because...(intervention).

CHAIRPERSON: It's just that correcting that first one meant that you didn't want to say he uses people and when he doesn't need them he dumps them.

MR PETRUS STEPHANUS VENTER: Yes I see that.

CHAIRPERSON: You see okay alright.

ADV REFILOE MOLEFE: Thank you Chair, Mr Venter earlier when you were dealing

with paragraph 17 of Exhibit S8 I specifically asked you, in relation to yourself whether you felt as though you had been discarded by Mr Gavin Watson, not so?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And your answer was that you did?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Okay thank you, can we then move to paragraph 33 of Annexure S8, this paragraph deals with what has been termed as the “crush” and the SIU investigation and this is one of those paragraphs you have not confirmed whether to be correct or not. Can you please confirm whether you know that, on a previous
10 occasion the servers at Bosasa crashed?

MR PETRUS STEPHANUS VENTER: Yes I was told by Mr Van Tonder and Mr Agrizzi, that there was a crash, many years ago, of the servers yes.

ADV REFILOE MOLEFE: Now at paragraph 33 the word “crashed” is in quotation marks, can you comment on that?

MR PETRUS STEPHANUS VENTER: Chair this was – this paragraph according to 4.1 I realised that this was included into this affidavit by Mr Agrizzi because they had more knowledge about the crash many years ago so that was inserted into my statement.

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

20 **CHAIRPERSON:** I’m sorry just repeat what you said, I’m not sure that I got – I heard everything?

MR PETRUS STEPHANUS VENTER: I was saying that Mr Agrizzi and Mr Van Tonder told me about the crash of the servers many – of the servers many years ago. I didn’t have knowledge about it but they informed me about it.

ADV REFILOE MOLEFE: And at paragraph 48 on page 21 of your own statement

do you confirm that you say that you were informed by Mr Agrizzi and Mr van Tonder that on a previous occasion the servers at Bosasa crashed?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And do you confirm that the word “crashed” is again in quotation marks?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: What is your understanding of the word “crashed” being in quotation marks?

MR PETRUS STEPHANUS VENTER: They explained to me that the information was
10 destroyed, it was eliminated, it was erased, that’s what I meant by the word “crashed”.

ADV REFILOE MOLEFE: And at paragraph 33 of S8 at page 934 do you confirm that it says that this crash resulted in a massive data loss, pursuant to years dealing with Mr Gavin Watson, I learned that he had arranged that they’d previously ensured the “crash” – crash again being in quotation marks, so that the SIU could not gather information, do you confirm that?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Do you have any knowledge of this?

MR PETRUS STEPHANUS VENTER: Only to the extent that it was told to me by Mr Agrizzi and Mr van Tonder.

20 **ADV REFILOE MOLEFE:** They informed you that this was relevant to the SIU investigation?

MR PETRUS STEPHANUS VENTER: That’s what happened yes.

ADV REFILOE MOLEFE: And it further says there that Mr Andries van Tonder and Mr Angelo agreed you were aware of this?

MR PETRUS STEPHANUS VENTER: Yes, that’s what they told me.

ADV REFILOE MOLEFE: And this is also what they told you?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: So that is correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And it further talks about, concerning – the sentence starts with concerning is during October I had a meeting with Mr Gavin Watson in the office adjoining Mr Agrizzi – Mr Andries van Tonder rather and Mr Watson, do you confirm that this is correct?

MR PETRUS STEPHANUS VENTER: Yes that's right.

10 **ADV REFILOE MOLEFE:** You had this meeting?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Can you recall the year?

MR PETRUS STEPHANUS VENTER: It was in – I just need to think carefully, let me just make sure, 2017.

ADV REFILOE MOLEFE: Yes and that you were then called by Ms Elise Eland to schedule another computer crash, is this true?

MR PETRUS STEPHANUS VENTER: Chair I can – just if I go back to my new statement, I've elaborated there as to what happened. I did have a meeting with Mr Watson adjoining Mr van Tonder's office and while we had a meeting the computer lady,
20 Ms Elise Eland, walked past and Mr Watson did call her into the office and they did mention something about a crash and a circular that has to go out but they weren't specific but the words were used and according to my knowledge, no crash happened thereafter.

CHAIRPERSON: So you have no personal knowledge of any crash?

MR PETRUS STEPHANUS VENTER: No.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: And do you confirm that Ms Elise Eland was the information technology lady as you have put it?

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: Now you say in your statement, at paragraph 48 that there was mention of a crash and as you've given evidence of the servers in the – Mr Watson mentioned a crash of the servers in the discussion and also about a circular going out.

MR PETRUS STEPHANUS VENTER: That's correct.

10 **ADV REFILOE MOLEFE:** So did you not understand this discussion?

MR PETRUS STEPHANUS VENTER: They were just talking – no I didn't because it was a quick in and out by Ms Elsie Eland where these words were used, they were referring to computer problems at the time, something about a crash and also about sending out a circular informing people about some of the system problems they had.

ADV REFILOE MOLEFE: So your understanding of that discussion was it of a pending crash or a crash that had already occurred?

MR PETRUS STEPHANUS VENTER: They didn't discuss any detail in my presence Chair, so I don't know whether it was just maybe a problem they occurred at the time, whether it was a planned thing that has to happen later on.

20 **ADV REFILOE MOLEFE:** So then at paragraph 4. – pardon me 48.3 of the statement marked T10 you say there, "however, to my knowledge the crash never took place", is that correct?

MR PETRUS STEPHANUS VENTER: Yes, I just wanted to make the point that they discussed in my presence but nothing happened so I can't confirm anything other than that.

ADV REFILOE MOLEFE: So they are having a discussion about a crash of the servers and from that discussion are you standing next to them are you far from them because earlier you said that there was a meeting or she was called into Mr Watson's office?

MR PETRUS STEPHANUS VENTER: I had a meeting with Mr Watson in the office adjoining to Mr van Tonder's office and when she walked passed, he just called her in.

ADV REFILOE MOLEFE: So while they were having this discussion you couldn't make out whether they were saying that – what exactly they were saying about the crash?

10 **MR PETRUS STEPHANUS VENTER:** Something about system problems they were discussing but the word "crash" was also used at a time that's why I went later on 48.3 saying, no real crash happened. So I wasn't sure as to what they were discussing but surely they had computer or server problems or whatever but – because they referred to a crash.

ADV REFILOE MOLEFE: So if I can refer you back to Annexure S8 at page 934 paragraph 33, are you saying that you have no knowledge that Mr Gavin Watson mentioned in your presence that a further circular had to go out notifying the employees that they were supposedly experiencing server issues so that they would be aware that there were issues and issues being in quotation marks, this would ensure that the staff
20 would be under the impression that the failure or crash could not be avoided, that way no-one would be suspicious and they could get rid of potentially hazardous data files that could incriminate the company and its directors.

MR PETRUS STEPHANUS VENTER: Chair that is all included by Mr Agrizzi so I can't comment on that?

ADV REFILOE MOLEFE: No I'm asking you, do you have any knowledge?

MR PETRUS STEPHANUS VENTER: No I don't have any knowledge about that.

ADV REFILOE MOLEFE: So you don't know whether this crash was planned to delete potentially hazardous data files that could incriminate the company and its directors?

MR PETRUS STEPHANUS VENTER: No detail was discussed in my presence Chair, I wouldn't be able to comment any further on that.

ADV REFILOE MOLEFE: So do you know for a fact that no crash took place?

MR PETRUS STEPHANUS VENTER: Yes being the auditors and tax consultants of the group we would have been aware of that, I'm sure but I can't recall anybody has
10 spoken about any crash that took place, so we can, perhaps, confirm that but according to my knowledge it didn't take place.

CHAIRPERSON: Are you saying that you are in a position to dispute any evidence that there was a crash, are you saying that you dispute any suggestion from anybody that there was a crash or are you saying, I have no knowledge whether a crash did happen or did not happen?

MR PETRUS STEPHANUS VENTER: Chair according to my knowledge, I don't know of any crash that took place the only – but I can confirm that in my presence they were talking about some server problems, some – they did mention the word “crash” and they also mentioned a document, a circular that has to go out. I did mention this to Mr
20 Agrizzi and Mr van Tonder and I think they formulated that the Bosasa Group were planning a crash, I think that's where the content of paragraph 33 of AA934 where this is coming from. When I informed them about the wording “crash” and they were talking about some server problems or something about the servers and they mentioned the word “crash” and the circular going out, this is the conclusion of Mr Andries van Tonder and Mr Agrizzi which was inserted into this other affidavit but I don't have any

knowledge about a crash that took place.

CHAIRPERSON: If there had been a crash that had happened at Bosasa is there a basis for, you say, you definitely would have known or is there no basis for being definite that you would have known about it?

MR PETRUS STEPHANUS VENTER: Chair if there was a crash and they've lost the financial data surely they would have had a problem and they would have notified the auditors about that which I'm not aware of, that's why I'm saying, according to my knowledge no crash took place.

CHAIRPERSON: So – and you don't think that a crash could have happened in
10 circumstances where you would not have known?

MR PETRUS STEPHANUS VENTER: It could be but if they had lost financial data they must have – or would have informed us because they wouldn't have been able to provide us with the financial information at year end to have conducted the audit, that's why I'm saying.

CHAIRPERSON: Okay.

ADV REFILOE MOLEFE: Thank you Chair, so Mr Venter are you aware of any crash that could have taken place during your period as an auditor with D'Arcy-Herrman?

MR PETRUS STEPHANUS VENTER: I'm not aware of a crash, they did refer to a
20 crash many years ago but I can't recall when that happened, that must have been many years ago. It could have been prior to our appointment as auditors to the Bosasa Group, I can't recall when – but there was a crash, I was told by Mr Agrizzi and Mr van Tonder about a crash.

ADV REFILOE MOLEFE: So during your appointment as auditors do you know of any crash that took place?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: You don't know of any crash?

MR PETRUS STEPHANUS VENTER: No if I try to think back 12 years I can't recall any crash at the time.

ADV REFILOE MOLEFE: And it is your evidence that as auditors if there was a crash you would know?

MR PETRUS STEPHANUS VENTER: Ja.

ADV REFILOE MOLEFE: Can we then move to paragraph 34 of Exhibit S8, do you confirm that in paragraph 4.3 of your statement you have stated that paragraph 34 is
10 correct?

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: And can you confirm that paragraph 34 speaks to events relating to the 13th of November 2017, relative to Mr Carlos Bonifacio?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: And that this was when Mr Bonifacio had been confronted by Mr Gavin Watson.

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: And that thereafter Mr Bonifacio insisted to see you.

MR PETRUS STEPHANUS VENTER: Sorry just repeat that – that part of the
20 question?

ADV REFILOE MOLEFE: Mr Bonifacio – you've confirmed that Mr Bonifacio, on the 13th of November 2017 had been confronted by Mr Gavin Watson.

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And thereafter Mr Bonifacio requested to see you and you had a meeting.

MR PETRUS STEPHANUS VENTER: Mr Watson.

ADV REFILOE MOLEFE: Mr Watson, pardon me.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Mr Watson called you and insisted to see you, my apologies.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And you agreed to this meeting and he came to see you at your office.

MR PETRUS STEPHANUS VENTER: That's right.

10 **ADV REFILOE MOLEFE:** And this is on a Friday afternoon.

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: And do you confirm that he wanted to see you at his office but you said no.

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: And Mr Bonifacio had told Mr Gavin Watson about your affidavit.

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: And he had also told Mr Watson about the affidavits of Mr Andries van Tonder, Frans Voster and Leon van Tonder?

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

ADV REFILOE MOLEFE: Mr Bonifacio had also informed Mr Gavin Watson about the meeting that you had at Mr Angelo Agrizzi's home the previous evening?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: Now do you also confirm that Mr Gavin Watson wanted to know whether you had signed your affidavit.

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: Reference to this affidavit, is this the affidavit that we are currently referring to?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: And do you confirm that Mr Gavin Watson was very relieved when you told him that you had not signed the document.

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: And when you say document here, you are referring to this affidavit.

10 **MR PETRUS STEPHANUS VENTER:** That's right.

ADV REFILOE MOLEFE: Do you also confirm that Mr Gavin Watson asked you whether you are prepared to put your hand on the Bible that you had not signed the affidavit.

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: Do you also confirm that you told him that you had not signed the affidavit, you used the word document, but you've just confirmed it is the affidavit and that you were prepared to put your hand on the Bible?

MR PETRUS STEPHANUS VENTER: That's correct.

20 **ADV REFILOE MOLEFE:** Do you also confirm that you had a two hour meeting with Mr Watson and that during this meeting you explained to him that the evidence against him...(intervention).

CHAIRPERSON: Sorry Ms Molefe that paragraph 34 is a long paragraph it actually consists of maybe five sub-paragraphs, why don't you, either read yourself the rest of the paragraph or ask him to do so and then he can say if there is anything that is not correct, rather than go through sentence by sentence.

ADV REFILOE MOLEFE: As it pleases your Chair. Mr Venter can you please read from the sentence that starts – and this is where we ended, can you read from the sentence that starts with, “we had a two hour meeting”.

MR PETRUS STEPHANUS VENTER: “We had a two hour meeting, during this meeting I’ve explained to him that the evidence against him will destroy him. He asked me to believe in him and he assured me that he will get through all of this. He kept on saying that Angelo Agrizzi and Andries van Tonder signed off on all the documents in the company and they are also implicated. Over the past few weeks he kept on saying that he’s not going to deny the fact that there were cash transactions in the business.

10 As a matter of fact, he’s going to acknowledge this and testify that Angelo Agrizzi and Andries van Tonder were the creators of the systems and procedures involving these transactions. He knew about this and if the three of them must go to jail then so be it. He went down to Port Elizabeth to meet with a friend and his personal legal advisor, the person’s name is Graham Richards. He wrote a statement while he was with Graham Richards and he disclosed all of the above in his personal statement. About two weeks ago he called his daughter Lindsay Watson and he told her to come and show me the personal statement which she did”.

ADV REFILOE MOLEFE: And do you confirm what you have just read to be correct...(intervention).

20 **MR PETRUS STEPHANUS VENTER:** That’s correct Chair, yes correct.

ADV REFILOE MOLEFE: When you met with Mr Watson and you explained to him that the evidence against him will destroy him, can you briefly tell the Chair which evidence you were referring to?

MR PETRUS STEPHANUS VENTER: Chair that was the day when I was asked to go to the house of Mr Angelo Agrizzi when they’ve asked me to prepare the statement,

that's the evidence, all the files on the patio table which they've shown me, various files with all the information in it, I referred to that. I explained to Mr Watson what I've seen there at Mr Agrizzi's house.

ADV REFILOE MOLEFE: And as we have just read, Mr Watson, in your discussion with him confirmed that cash transactions in the business.

MR PETRUS STEPHANUS VENTER: Ja he did say so.

ADV REFILOE MOLEFE: Now the statement that is mentioned there said to have been prepared by Mr Watson, did you ever see the statement?

MR PETRUS STEPHANUS VENTER: Yes in my last sentence there...(intervention).

10 **ADV REFILOE MOLEFE:** Yes you say that there.

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Can you recall the contents of that statement?

MR PETRUS STEPHANUS VENTER: I can't recall that, that's about a year and a half ago.

ADV REFILOE MOLEFE: Can you recall whether Mr Watson made any admissions in that statement?

20 **MR PETRUS STEPHANUS VENTER:** Chair I'm not too certain – I'm not too sure what the content of that statement was but it must have been serious because he went down to his friend and legal advisor in Port Elizabeth to assist him in drawing up a statement.

ADV REFILOE MOLEFE: And can you recall, whether in your discussion or in this statement, Mr Watson ever stated to have made cash payments to government officials?

MR PETRUS STEPHANUS VENTER: They were just – they just referred to cash payments, they didn't say to whom it was they just referred to the cash in the company.

ADV REFILOE MOLEFE: Can you recall how long this statement was?

MR PETRUS STEPHANUS VENTER: I don't think it was a long statement, to be honest, it was a long time ago, just a couple of pages, three or four pages I think.

ADV REFILOE MOLEFE: Were you mentioned in the statement?

MR PETRUS STEPHANUS VENTER: No.

ADV REFILOE MOLEFE: And you would recall if you were mentioned in the statement?

MR PETRUS STEPHANUS VENTER: I think so, I was merely – he called his daughter Lindsay Watson to come and show me the statement but I can't recall – I think
10 I read through it quickly, just scanning through it and that's why I can't remember the content thereof.

ADV REFILOE MOLEFE: And do you know why he asked Ms Lindsay Watson to show you the statement?

MR PETRUS STEPHANUS VENTER: I can't recall that but I do recall that we were sitting in the offices of Concilium when he called his daughter just to come and show me quickly, that's all I can remember.

ADV REFILOE MOLEFE: Can you recall anyone being mentioned in that statement?

MR PETRUS STEPHANUS VENTER: No I'm sorry no.

20 **ADV REFILOE MOLEFE:** And you can't recall any matter or topic that was covered in that statement?

MR PETRUS STEPHANUS VENTER: It was all about – it was all about – as was referred into my statement here, he went down there and he said – I think in his statement he refers to, if I read through this, paragraph 34, that – I just want to go through here.

ADV REFILOE MOLEFE: You say there that he wrote a statement while he was with Graham Richards and he disclosed all of the above in his personal statement.

MR PETRUS STEPHANUS VENTER: Yes I'm just trying to recap here because I can't remember what it was because I've done this – this statement was typed shortly after that meeting so I'm just trying to see, it must have been referred to the cash that was in the business and that Mr Agrizzi and Mr van Tonder were signing off on all documents in the company, I think that's what it refers to.

ADV REFILOE MOLEFE: Yes and is there anything else you would like to bring to the Chair's attention?

10 **MR PETRUS STEPHANUS VENTER:** No that's all Chair.

ADV REFILOE MOLEFE: Do you know whatever happened to that statement?

MR PETRUS STEPHANUS VENTER: I can't remember, I think – nothing came from that at that point in time, so although Mr – I think Mr Watson prepared that, nobody else had seen that, so I think it's still in his possession but not used for any other purposes, I'm not too sure.

ADV REFILOE MOLEFE: And did you have, in your discussion with Mr Watson, about the truthfulness of that statement?

MR PETRUS STEPHANUS VENTER: No I can't remember at the time we never discussed it again afterwards, I can't recall.

20 **ADV REFILOE MOLEFE:** Can we then move to paragraph 35 still on Annexure S8, do you confirm that in paragraph 4.2 of your statement, paragraph 35 is listed as one of the paragraphs that is correct?

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: And do you confirm that in this paragraph Mr – I don't know if the Chair would prefer Mr Venter to read that paragraph or for me to go through

it.

CHAIRPERSON: I think it's always best if the witness...(intervention).

ADV REFILOE MOLEFE: Certainly Chair, Mr Venter...(intervention).

CHAIRPERSON: Even not read only read if it's really necessary, it's always best if the witness just tells the story.

ADV REFILOE MOLEFE: Well this would be with reference to S8 but having confirmed its correctness I'm sure Mr Venter can speak to that paragraph.

MR PETRUS STEPHANUS VENTER: Ja correct, do you want me to read it?

ADV REFILOE MOLEFE: No, no please tell the Chair about the unlawful
10 transactions that you speak of in that paragraph.

MR PETRUS STEPHANUS VENTER: Chair I told Mr Watson about what I've seen that previous evening and that what was told to me by Mr Agrizzi and Mr van Tonder and about the statements that they'd prepared and the one that they asked me to prepare and all the information that I've seen there and I told him that all of this will bring him down he really wanted to give me assurance that he will handle it and that I shouldn't be worried. He really wanted to give me comfort not to turn against him that he would be able to deal with it and he also said to me that he knows people – in my last sentence on that paragraph 35 he said to me that he also – and I said to him that
20 assurance that he knows a gentleman there, working there that would be able to assist him in sorting this matter out.

ADV REFILOE MOLEFE: Yes and do you confirm that he gave you the name of, what he referred to as a senior SARS official?

MR PETRUS STEPHANUS VENTER: That's correct.

ADV REFILOE MOLEFE: And what name was given to you?

MR PETRUS STEPHANUS VENTER: The gentleman's name was Gorbi.

ADV REFILOE MOLEFE: Can you spell Gorbi please?

MR PETRUS STEPHANUS VENTER: G-O-R-B-I.

ADV REFILOE MOLEFE: And did you have any further discussion with Mr Watson in this regard?

MR PETRUS STEPHANUS VENTER: No that's all.

ADV REFILOE MOLEFE: And do you know of any discussions between Mr Watson and Mr Gorbi?

MR PETRUS STEPHANUS VENTER: No not at all.

10 **ADV REFILOE MOLEFE:** Can we then move to paragraph 36 of Annexure S8 where you – is that, do you confirm that, that is correct what is stated there?

MR PETRUS STEPHANUS VENTER: Paragraph 36?

ADV REFILOE MOLEFE: Yes.

MR PETRUS STEPHANUS VENTER: This was included by Mr Agrizzi into the statement.

ADV REFILOE MOLEFE: That's fine, so you have no knowledge of that?

MR PETRUS STEPHANUS VENTER: No knowledge of that.

ADV REFILOE MOLEFE: Then paragraph 50 of your own statement marked T10, you talk about the cash schemes that...(intervention).

20 **CHAIRPERSON:** Remember they are both his own statements.

ADV REFILOE MOLEFE: Thank you Chair.

CHAIRPERSON: Okay so there isn't one that is not his and one that is his they are both his statements okay.

ADV REFILOE MOLEFE: I accept that, thank you Chair.

CHAIRPERSON: Okay there's the first one we have referred to as the first and the

one we have referred to as the second or Exhibit S8 and Exhibit T10.

ADV REFILOE MOLEFE: Thank you Chair. In the statement that we've marked as T10 at paragraph 50 you speak about the cash schemes that Mr Andries van Tonder gave evidence about, is that correct?

MR PETRUS STEPHANUS VENTER: That's right.

ADV REFILOE MOLEFE: Can you tell the Chair of any of your involvement in any of the cash schemes?

MR PETRUS STEPHANUS VENTER: No Chair I was not involved in any of their schemes that was previously testified about.

10 **ADV REFILOE MOLEFE:** Now in relation to Mr Andries Van Tonder and so far as AA Wholesalers and Equal Trade you state there that he informed you of this scheme to obtain cash, is that correct?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: So you – you say also that this was not part of your functions?

MR PETRUS STEPHANUS VENTER: Yes that is right.

ADV REFILOE MOLEFE: You also say that you knew the owner of Mr AA Wholesale – of AA Wholesalers Mr Amod from when I was at SARS – from when you were at SARS rather?

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

ADV REFILOE MOLEFE: And what was your relationship with Mr Amod when you were at SARS?

MR PETRUS STEPHANUS VENTER: I just know that somebody audited Mr Amod that is the only information and a few years later I met him again and we became friends.

ADV REFILOE MOLEFE: So do you also confirm that you introduced Mr Amod to Mr

Van Tonder?

MR PETRUS STEPHANUS VENTER: That is right.

ADV REFILOE MOLEFE: Can you tell the Chair when this was?

MR PETRUS STEPHANUS VENTER: Chair that is many years ago. Let us call it five years ago. I think it was about five ago I introduced Mr Van Tonder to Mr Amod. If I remember correctly Mr Van Tonder wanted to buy a few things for his mother's house. Mr Amod has a big wholesale company which sells beds, appliances, could furnish your entire house so I referred Mr Van Tonder to Mr Amod at AA Wholesalers. I introduced him Mr Van Tonder was very impressed with the big business and he was so impressed
10 that he wanted to show Mr Watson and Mr Agrizzi the company as well. We went there, the four of us and they were very impressed. So they – at that point in time they were actually interested in buying the company because Mr Amod is getting older. I believe he is approaching 70 so he needs to – he does not have an exit plan so Bosasa was interested in taking over or buying the company from him and they also asked him about how much cash was generating in the business. I recall that those were part of the questions that they were asking about the stock and about the – but the cash came up as well.

ADV REFILOE MOLEFE: That is fine. In paragraph 51 to 53 of your statement you speak about events relating to your interview at Carte Blanche, is that correct?

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

ADV REFILOE MOLEFE: And you also detail how it came about that you be interviewed by Carte Blanche, is this correct?

MR PETRUS STEPHANUS VENTER: That is right.

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

MR PETRUS STEPHANUS VENTER: Chair I had absolutely no contact with Mr

Watson for the past six months since September 2018. I was also – I had contact with internal risk consultant from time to time I would have a cup of coffee with him and so on. Then he came to me and he asked me to set up a meeting between myself, him and Mr – two directors of Bosasa Mr Joe Gumede and Mr Papa Leshabane. I agreed to have a meeting with them and at that meeting they requested me to do an interview with Carte Blanche.

ADV REFILOE MOLEFE: And at the interview with Carte Blanche the aim as I understand was to discredit Mr Agrizzi. So when you...

MR PETRUS STEPHANUS VENTER: That is right. Sorry.

10 **ADV REFILOE MOLEFE:** Please ...

CHAIRPERSON: Maybe before you proceed Ms Molefe. They asked you to do an interview with Carte Blanche?

MR PETRUS STEPHANUS VENTER: Yes Chair.

CHAIRPERSON: Did you ask why?

MR PETRUS STEPHANUS VENTER: Chair yes. They – it was clear that they wanted to discredit Mr Agrizzi. They wanted me...

CHAIRPERSON: Ja no I – I do not want – it is clear I want to know what did they say to you?

20 **MR PETRUS STEPHANUS VENTER:** They wanted to – they wanted me to explain those flow diagrams. To explain to Carte Blanche how Mr Agrizzi planned to sabotage the company. Just to discredit him based on that.

CHAIRPERSON: Did they tell you what to say or did they leave that to you?

MR PETRUS STEPHANUS VENTER: No I was asked not to say too much but also just to refer to the flow diagrams and also refer to the statement which was some of the paragraphs, some similarities to Andries Van Tonder's statement and my statement.

They wanted me to emphasise on that.

CHAIRPERSON: And what was your understanding of the reason why they wanted you to have an interview with Carte Blanche?

MR PETRUS STEPHANUS VENTER: Like I have said Chair discredit Mr Agrizzi. Showing the world that he is not clean. He is also – he was also involved in planning – in sabotaging the company.

CHAIRPERSON: And did you agree to have an interview with Carte Blanche?

MR PETRUS STEPHANUS VENTER: I did.

CHAIRPERSON: And as you went to the interview was your purpose to discredit him?

10 **MR PETRUS STEPHANUS VENTER**: Yes I only discussed those aspects to Carte Blanche.

CHAIRPERSON: Okay. Ms Molefe take it from there.

ADV REFILOE MOLEFE: Thank you Chair. And is there anything in relation to the Carte Blanche interview that you said which was dishonest or untrue?

MR PETRUS STEPHANUS VENTER: No. No it was all true.

ADV REFILOE MOLEFE: And why did you exceed to their request to have an interview with Carte Blanche?

20 **MR PETRUS STEPHANUS VENTER**: Chair at the time they approached me because the intention was always that due to the fact that they went on suspension, September or – no I was – I resigned from the company in September 2018. At the time when they said to me that they need to cut ties with me that we were always later on after the whole thing is over they will reappoint me as their tax consultant. So – and when they approached me I did it based on that that there is some opportunity later on which I now totally terminated.

ADV REFILOE MOLEFE: Thank you. And is there any other thing in respect of this

interview that you wish to bring to the Chair's attention?

MR PETRUS STEPHANUS VENTER: No that is all thank you.

ADV REFILOE MOLEFE: Thank you.

CHAIRPERSON: So yesterday you said quite a few times that on the day that on which you visited Mr Agrizzi's house and he asked you to make a statement you said quite a few times that he did not ask you to do anything illegal or unlawful and you said he did not – when you said he threatened you you said that he was threatening to expose activities on your part or things on your part that you would not like to be exposed to the public. Now if regard to the request from Mr Gavin Watson that you do
10 an interview with Carte Blanche did they ask you to say anything that you knew was untrue about him?

MR PETRUS STEPHANUS VENTER: No Chair.

CHAIRPERSON: They left it to you what you said or they did give you some suggestions?

MR PETRUS STEPHANUS VENTER: No they did not give me anything which was untrue to say.

CHAIRPERSON: Ja.

MR PETRUS STEPHANUS VENTER: I just had to elaborate on a few things which I have explained to you.

20 **CHAIRPERSON:** Ja no I did not mean that – I did not mean to ask you whether they gave you any suggestions of something that was untrue to say but I am asking whether they mentioned to you some issues that they thought you should cover in the interview?

MR PETRUS STEPHANUS VENTER: No Chair.

CHAIRPERSON: Oh they just left...

MR PETRUS STEPHANUS VENTER: They just left it.

CHAIRPERSON: It completely to you what you would say?

MR PETRUS STEPHANUS VENTER: No they wanted those specific things which I did mention on Carte Blanche they pointed those out to me. Those were the points I had to discuss.

CHAIRPERSON: So there were specific things that they wanted you to cover?

MR PETRUS STEPHANUS VENTER: Yes.

CHAIRPERSON: Oh I thought that is what I had asked.

MR PETRUS STEPHANUS VENTER: Oh sorry Chair.

CHAIRPERSON: Ja okay alright. Thank you.

10 **ADV REFILOE MOLEFE**: Thank you Chair. Mr Venter there is just one more issue that rose from your evidence. Yesterday you spoke about a payment of R500 000,00 from Mr Gavin Watson's personal account into Miotto, is that correct?

MR PETRUS STEPHANUS VENTER: Correct.

ADV REFILOE MOLEFE: And to your knowledge that amount of R500 000,00 was then forwarded by Miotto to the ABSA bank account which you said belonged to the Mr Andile Ramaphosa Foundation, is that correct?

MR PETRUS STEPHANUS VENTER: It was the accounts name was Efg2 and the description was Social and Development and it was told – and I was told that it was for the Foundation of Andile Ramaphosa.

20 **ADV REFILOE MOLEFE**: Yes now we also know from your evidence that there was no proper record that was kept by Miotto of the nature of this transaction because according to your explanation it was just an in and an out transaction insofar as Miotto's books are concerned?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And you – we are informed by experts that this practice is

not proper, accounting practice and that all transactions should be fully recorded with details such as the true purpose of the transaction and in this respect it would be in the books of Miotto?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: So you are confirming?

MR PETRUS STEPHANUS VENTER: Yes. Well any transactions that comes in needs to be properly explained.

ADV REFILOE MOLEFE: So in effect there are no records of Miotto in relation to this transaction which was referenced as Social Development?

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

ADV REFILOE MOLEFE: And the only record of that transaction of R500 000,00 having been paid by Miotto to what you were told was the Mr Andile Ramaphosa Foundation is the reference of Social Development?

MR PETRUS STEPHANUS VENTER: That is correct.

ADV REFILOE MOLEFE: And if this is true then what is in reality a payment from Mr Gavin Watson to what you were told was the Mr Andile Ramaphosa Foundation was now appears as a payment to Miotto to the foundation for social development?

MR PETRUS STEPHANUS VENTER: Sorry can you just rephrase that because...

20 **ADV REFILOE MOLEFE:** Let me say this differently. In the set of circumstances that you have given insofar as the flow of money in respect to Mr Gavin Watson's personal account, Miotto and this Efg2 which you say you were informed was Mr Andile Ramaphosa Foundation. Would you accept that Miotto was then no more than a vehicle used to discuss the true nature of the transaction?

MR PETRUS STEPHANUS VENTER: I think that was the – that was the reason.

ADV REFILOE MOLEFE: So in other words it would be a money laundering

transaction?

MR PETRUS STEPHANUS VENTER: Mr – otherwise Mr Watson would have paid it directly. He did not want to pay it out of his own account.

ADV REFILOE MOLEFE: Okay thank you Mr Venter. Chair there are no further questions from the legal team to Mr Venter however Mr Venter's evidence cannot be closed as we are yet to hear if there is any applications to cross-examine Mr Venter.

CHAIRPERSON: Ja no that is fine. As a tax consultant employed by the firm that employed you when you were doing work for Bosasa did you deal with all the finances of all the Bosasa companies or companies in the Bosasa Group, all the subsidiaries?

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

CHAIRPERSON: And what about the companies that you referred to as falling under the Gavin Watson group of companies? Did you also do work for those?

MR PETRUS STEPHANUS VENTER: Chair yes we did – we did the accounting for Lamazest. And there is another – another consulting company in there I think it is called LRM Investments. But it was just – I think a dormant company. But we – ja we were doing the one or two invoices because if you recall correctly Lamazest owned those software licence IP Intellectual Property which was taken over and invoices had to be issued from that entity to the Bosasa Group and we assisted with that accounting function in issuing the invoices and doing the books of those two entities or Lamazest
20 yes.

CHAIRPERSON: Is this payment of R500 000,00 that was made to this account referred to as Efg2 I think you said which you said related to a foundation for Mr Andile Ramaphosa. Is that the only payment you are aware of that was made to Mr Andile Ramaphosa's Foundation or anything connected with Mr Andile Ramaphosa?

MR PETRUS STEPHANUS VENTER: That was the only payment Chair nothing else I

am aware of.

CHAIRPERSON: If there was another payment or if there were other payments that may have been made to him or to his foundation or again to this account referred to as Efg2 if there were other payments that were made from one or other of the Bosasa subsidiaries or Bosasa companies during the time when you were handling the work of Bosasa companies, what are the chances that you might not have been aware of some payments?

MR PETRUS STEPHANUS VENTER: Yes Chair I was not aware of any other payments. During the audit process my colleagues could have looked at that or could
10 have picked it up in conducting their audit. But I was not made aware of any other payments that was made to that account. I am not aware.

CHAIRPERSON: But in the nature of the work you do as when you audit do you look at samples and make a determination based on that or what?

MR PETRUS STEPHANUS VENTER: Yes certainly Chair.

CHAIRPERSON: So by reason of that if you miss something you might not find it?

MR PETRUS STEPHANUS VENTER: Ja because of the sample that you would select you might miss it but you might also pick it up yes. Depending on what the sample size is. Depending on what the value is. Certain factors but surely ja it would come out there or it could come out there.

20 **CHAIRPERSON**: But your evidence is that you are aware of one payment you are not aware if there were any other payments?

MR PETRUS STEPHANUS VENTER: That is correct Chair only one payment made.

CHAIRPERSON: Okay. Thank you.

ADV REFILOE MOLEFE: Chair might I just ask one more question to Mr Venter?

CHAIRPERSON: Yes.

ADV REFILOE MOLEFE: Thank you. Mr Venter are you willing to assist or cooperate with the commission in producing records or any records that you may know of involving Bosasa or any of Bosasa's subsidiaries?

MR PETRUS STEPHANUS VENTER: Yes.

ADV REFILOE MOLEFE: Thank you. That is all Chair.

CHAIRPERSON: Thank you very much Mr Venter for – thank you for coming to give evidence. If you are needed again you will be contacted and I am sure you will happily come back.

MR PETRUS STEPHANUS VENTER: Thank you Chair.

10 **CHAIRPERSON:** Thank you very much. We are about to adjourn but Mr Pretorius our discussion yesterday may have entailed that you would have one or two things to raise. I am thinking at the moment of Ms Masego's affidavit. What do you want to do?

MR PAUL JOSEPH PRETORIUS: Yes Chair if I may just do so. Chair you will recall and this is really for the public record that Mr Maseko.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: Gave evidence of a telephone conversation that took place whilst he was travelling to Sun City with his wife.

CHAIRPERSON: Yes.

20 **MR PAUL JOSEPH PRETORIUS:** We have requested Ms Maseko to attest to an affidavit giving her recollection of what occurred during the course of that conversation at least to the extent to which she was able to follow what was going on.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: And the substance of what she says appears at paragraphs 8, 9 and 10 of the affidavit which will be added to Mr Maseko's bundle as E2.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: Where she confirms although indirectly firstly that a conversation took place.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: And from the contents of the paragraphs 8, 9 and 10.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: It appears that that conversation did take place.

CHAIRPERSON: Yes.

10 **MR PAUL JOSEPH PRETORIUS:** In accordance with the evidence of Mr Maseko.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: Including reference to the expletive.

CHAIRPERSON: Well I – should we not quickly just put on record paragraphs?

MR PAUL JOSEPH PRETORIUS: I am happy to read paragraphs 6 to 10 onto the record Chair.

CHAIRPERSON: Yes I think let us do so yes.

MR PAUL JOSEPH PRETORIUS: For the record. Paragraph 6 reads:

“Shortly before we arrived at Sun City and whilst we were still driving Themba received a telephone call.”

20 That is a reference to her husband Mr Maseko.

“He took the call but this was not on speakerphone. He held the handset. I gathered from the outset that the call was work related but I did not pay any further attention to the call and I consequently cannot comment thereon. In any event I would not have heard anything which the other party to the call had said. I

did not think any further of the call because it was not unusual for Themba in my presence from time to time to receive work related calls. I made it a point not to concern myself therewith.”

Paragraph 7 reads:

“About fifteen minutes after Themba had terminated the call referred to above he received a second call. Again the call was not on speakerphone. I do not know who had called Themba and for the better part I did not pay any attention to the call. I had only at that stage gathered again that the call was work related.”

10

Paragraph 8 reads:

“My attention was drawn to the call when Themba raised his voice in agitation. I can recall him saying something along the lines that “You cannot call a meeting with me in this manner call my office if you want a meeting”.

I may and suppose at this stage not quoting from the paragraph that that is the evidence that Mr Maseko gave to the commission when he received the call from Mr Gupta.

“Themba’s agitation and the fact that he raised his voice caught my attention simply because this was quite unlike him. I rarely experience him raising his voice with the people. That he did so on this occasion naturally caught my attention.”

20

Paragraph – that is the remainder of paragraph 8 which I interrupted Chair. Paragraph 9 reads:

“It was obvious to me that Themba was quite upset more so

when he ended the call with an expletive which I would rather not repeat herein.”

You will recall that evidence Chair. I continue reading from paragraph 9.

“Should the Chairperson of the inquiry Deputy Chief Justice Zondo require me to repeat the expletive I will do so. Again Themba’s use of the expletive stood out for me because in my experience of him this is unusual.”

Paragraph 10 then reads:

10 “After Themba terminated the second telephone call he turned to me and said “these people seem to think they can bully me” or words to that effect. I cannot recall the precise words but I do remember that I had rarely seen Themba as upset as he was at that time.”

That is the substances of the affidavit.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: And we will submit in due course that it is substantially corroborates although indirectly what occurred on that occasion.

20 **CHAIRPERSON:** Yes. And in the circumstances unless circumstances arise which make it necessary for me to change the decision it is not necessary for Ms Maseko to present oral evidence.

MR PAUL JOSEPH PRETORIUS: As you please Chair.

CHAIRPERSON: Ja.

MR PAUL JOSEPH PRETORIUS: And then the second affidavit is an affidavit of Christiaan Gerhardus Johannes Van Der Bank and it will be if you admit it Chair annexed as Exhibit S10. It deals with the evidence of Mr Agrizzi. The original affidavit.

CHAIRPERSON: Yes.

MR PAUL JOSEPH PRETORIUS: Is attached and it reads and to put it in context you will recall Mr Agrizzi giving evidence that certain computer evidence was buried.

CHAIRPERSON: Hm.

MR PAUL JOSEPH PRETORIUS: At a building site and then the hole in which the computers had been buried and I think documents Chair was covered up and this is Mr Van Der Bank who says:

“Mr A Agrizzi instructed me to close a hole with burnt papers and
a computer in it at Luiperdsvlei with the Cat 428TLB”

10 You will remember and then he says Chair.

“I then closed it with soil.’

That is his affidavit. So in essence he confirms the destruction of the evidence concerned.

CHAIRPERSON: So this one too unless subsequent to today circumstances arise which make it necessary for me to change my decision this witness need not give oral evidence.

MR PAUL JOSEPH PRETORIUS: Thank you Chair.

CHAIRPERSON: Thank you. Is there – are those the only two you – issues you ...

MR PAUL JOSEPH PRETORIUS: For the moment Chair there are others but they are
20 undergoing process at the moment.

CHAIRPERSON: Okay. Alright.

MR PAUL JOSEPH PRETORIUS: And for the moment then may we adjourn until ten o'clock tomorrow?

CHAIRPERSON: Yes. Should we start at ten tomorrow or should we start earlier?

MR PAUL JOSEPH PRETORIUS: Well for the moment Chair because there – it is the

first appearance in what may be a long appearance may we start at ten and then assess at the end of the day?

CHAIRPERSON: Ja okay alright. We are going to adjourn now until tomorrow and we will start at ten tomorrow. We adjourn.

MR PAUL JOSEPH PRETORIUS: Thank you.

INQUIRY ADJOURNS