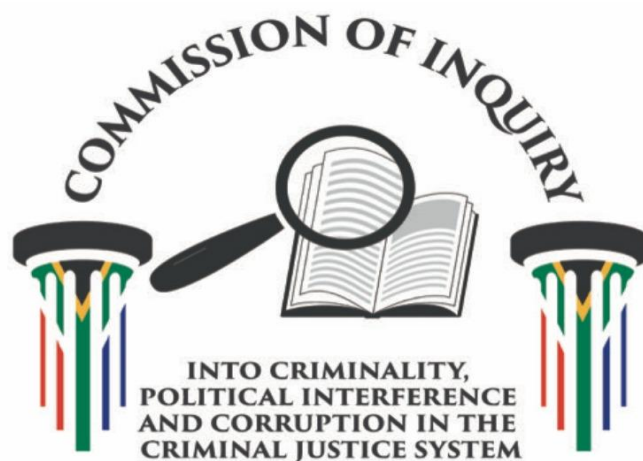


JUDICIAL COMMISSION OF INQUIRY INTO CRIMINALITY,
POLITICAL INTERFERENCE AND CORRUPTION IN THE
CRIMINAL JUSTICE SYSTEM

HELD AT
BRIGITTE MABANDLA JUSTICE COLLEGE

25 AUGUST 2026

DAY 166



PROCEEDINGS HELD ON 25 AUGUST 2026

CHAIRPERSON: Good morning, Ms Sello. Good morning, Ms Hassim. Good morning, Ms van den Heever, and good morning, Mr Matlala.

MR MATLALA: Good morning, Chairperson.

ADV VAN DEN HEEVER: Good morning, Chairperson. Good morning, everybody.

ADV SELLO SC: Chair, we are ready to proceed.

CHAIRPERSON: Yes. Mr Matlala, you will recall yesterday
10 a supplementary statement, if you could go there. And perhaps before I do so, just to confirm, Commissioners, you have before you, I will call it the SIU report for lack of a better term, because that is what Advocate Missi termed it.

ADV VAN DEN HEEVER: Chairperson, may I just ask my learned friend to try and speak up? I have got very blocked ears for reasons that is not very relevant, and I battle to hear her at this point in time.

ADV SELLO SC: I shall do my best. Is that better? You should have added to your exhibit files – I learned not yet.
20 If I could confer, perhaps? Commissioners, the document I wanted to refer you to apparently is not in your files. I understand there are challenges with the printer. Hopefully, we should have that sorted out.

ADV KHUMALO SC: Before we start, CJC442, the letter from the DPP, where does it go?

ADV SELLO SC: It should be – we are now at file what?
Our last file?

ADV KHUMALO SC: Or does it go to the last file?

ADV SELLO SC: It goes to the last file. And the document I wanted to refer to would follow that to be CJC443, but I understand that one is not ready for you, so I will have to rearrange my plans. Hopefully, that will be addressed shortly.

CHAIRPERSON: As always, I will rely on the attendees to
10 sort out my file. Thank you.

ADV SELLO SC: In the meantime, then ...[intervenes].

CHAIRPERSON: By the way, I forgot. For them to sort out our files. Commissioner Baloyi once chastised me for referring only to myself.

ADV SELLO SC: And your collective files will be sorted out. Thank you, Chair. In the meantime then, Mr Matlala, let us pick up where we left off yesterday, and we were dealing with the issue of General Sibiya. Do you recall? Let me start here. Do you have your statement before you?

20 **MR MATLALA:** Yes, I do.

ADV SELLO SC: And do you have your supplementary statement close by as well?

MR MATLALA: Yes, I do.

ADV SELLO SC: Okay, good. We were dealing with the issue, your relationship with General Sibiya and seeking

answers which you did not provide in your main statement and all your supplementary statements, particularly the questions set out in paragraph 2.1 of Regulation 10.6 notice. Do you recall?

MR MATLALA: Yes, I recall.

ADV SELLO SC: Okay. Now, sorry, 2.2 – my error, 2.2, yes, of the notice. We had gone as far as item 2.2.5 of that notice about exchange of information, if you recall. Mr Matlala?

10 **MR MATLALA**: Yes, I recall.

ADV SELLO SC: Okay, and there are other issues set out in paragraphs 2.2.6 and 2.2.7. Now, both those paragraphs required you to, in the context of the relationship you maintain with General Sibiya, to speak to whether you have given, you have ever given or offered any gift, gratification, money, sponsorship, favours to General Sibiya. That is 2.2.6, and 2.2.7 enquired whether you have requested or been offered any favours by General Sibiya. Do you understand?

20 **MR MATLALA**: Yes, I do.

ADV SELLO SC: Now, that is going to be quite an involved engagement, so I am going to stand down that part of the engagement regarding your relationship with General Sibiya and just to let you know, we will come back to it and Advocate Hassim will deal with that part of things with you

at the appropriate time. Okay?

MR MATLALA: Okay.

ADV SELLO SC: So I would like us to move off this topic then, which would lead me to a position you assume in your supplementary statement, if you could turn to that. You recall there are a number of questions posed to you in response regarding the recordings that were made following your arrest, following your engagement or interrogation by SAPS or members of the SAPS in December 2026, as well
10 as following your arrest in May 2025, no, the first of the year, 2024. I will try again.

In December 2024 and your arrest in May 2025, they are the recordings you refer to that you say have been furnished to you and you deal with those recordings in your supplementary statement. You confirm?

MR MATLALA: Yes, I confirm.

ADV SELLO SC: And yesterday you have time and again expressed a view that you would not be answering any question relating or arising from such recordings on the
20 basis that you understand that you are a suspect and you are being investigated in respect of matters discussed in those recordings. Did I understand you correctly?

MR MATLALA: Yes, that is true.

ADV SELLO SC: I trust that your exhibit file has been updated and my understanding is that you were given an

assurance by the NPA that you are not being investigated or such recordings are not being utilised for purposes of investigating you, thus rendering you not a suspect as you feared. Are you aware of the assurances provided to you by the NPA in that regard?

ADV VAN DEN HEEVER: Chairperson, maybe my learned friend can just direct me to where she gets this information from, this assurance that she refers to, and what does it exactly relate to or how? I wanted to understand where she
10 gets the information that she currently raises and relies on. The issue of the assurance given by the NPA that he will not be prosecuted for anything pertaining to these recordings. And these recordings, does it now mean it is recordings relating to December of 2024 and his arrest in May of 2025? And does it also include the unlawful recording that was made when he was approached in prison behind the back of his attorneys at that point in time?

ADV SELLO SC: Chair, I hear my learned friend's address to you. I submit that it is absolutely irrelevant. I have
20 posed the question to the witness and the witness will answer my question. If Advocate Van Der Heever is interested in what I intend to have for lunch, it is a conversation we will have outside. She is not going to pre-empt my line of questioning.

Only if we get to a point where she says I have

failed to do so, then I suggest that she has got no basis to be interrupting my examination of the witness. So, if you will, I have posed the question to the witness. I would like the witness to answer.

ADV VAN DEN HEEVER: Chairperson, with the greatest of respect to my learned friend, when you pose questions to witnesses, again, with respect, you need to have a basis on which you make a certain statement. And it is all I am asking, is there a basis that she relies on and it is not
10 necessary to become aggressive about it. I simply am here to do my job.

I am asking, is the statement that she makes, that assurances have been given, does it have a factual foundation? And if so, can we please just understand what the factual foundation is? Otherwise, what we are busy with here, with the greatest of respect, is to try and catch my client at this point with certain statements that are made. If there is a factual foundation, then just give it to us. There is nothing that says I am not entitled to ask what the
20 statement is based on.

CHAIRPERSON: In the interest of progress, may I make this suggestion, which I think, in the circumstances, is a practical suggestion? Yesterday, we made very good progress with Mr Matlala regarding broad or blanket attempts at asserting the privilege against self-

incrimination. We referred specifically to paragraph 109 of the unanimous judgment of Justice Jafta, and we said there must be specificity as to the crime in respect of which the privilege is being claimed, and then the basis, in the context of that crime, the basis upon which the privilege is being claimed. It cannot be broad, it cannot be generalised, it cannot be blanket.

May I suggest, Ms Sello, in the light of the – so, the fruitful ground that was covered yesterday should, in fact, I
 10 think at some point I did say that it covers the entire spectrum, which means it covers even the recordings. It cannot simply be said for whatever reason that the recordings are a no-go area.

So, with that as the springboard, as it were, can I just ask you to, Ms Sello, to ask your questions that relate to the recordings, and let us see how Mr Matlala, aware of the legal position I took him through, responds to your specific questions?

ADV SELLO SC: Thank you, Chair.

20 **CHAIRPERSON:** Thank you.

ADV SELLO SC: Mr Matlala, my question to you regarding those recordings, has the NPA ever given you an assurance that matters recorded in those recordings do not currently form part of, are not subjects of any investigations? Are you aware?

MR MATLALA: No, I am not aware of that, Commissioner.

ADV SELLO SC: Okay. Then may I refer us to Annexure CJC442? That is the letter, Commissioner Khumalo, you asked about. That would be File 11. It is now being shared with you, Commissioners and the witness.

MR MATLALA: Thank you.

ADV SELLO SC: So, Annexure CJC442, that would start at paginated 1. This, Mr Matlala, as you can see, is a letter from the Director of Public Prosecutions. If you go overleaf
10 the next page, it is dated the 6th of March 2026. And this is addressed ...[intervenes].

CHAIRPERSON: Is the flickering on the screen indicative of imminent lighting?

ADV SELLO SC: I think so, Chair.

CHAIRPERSON: All right, thank you.

ADV SELLO SC: And it is up, and that letter is addressed to Hlawu Maluleke Attorneys. Do you confirm those are your attorneys of record?

MR MATLALA: Yes, I do confirm.

20 **ADV SELLO SC:** And the subject line reads:

“The state versus Kekana and 2 Others.

Your client accused 2, Vusimuzi Matlala.”

And then it gives detail of three CAS numbers and in summary it says it is regarding conspiracy to commit murder, attempted murder, unlawful possession of a firearm

and ammunition, money laundering. If we could read the letter together, it reads as follows:

“[1] Your correspondence dated 6 March 2026 under reference V Matlala has bearing.”

So this is a response to a letter written on your behalf by your attorneys to the Director of Public Prosecutions:

10 “[2] As already confirmed in email correspondence to your counsel on Monday the 2nd of March 2026, only a selected portion of the recording was made public at the Madlanga Commission.

[3] The State (including the investigating team) do not have a transcript of this or any portion of the recording.

20 [4] If you wish to obtain a transcript of the portion made public at the Commission, you are welcome to approach them for it.

[5] The audio of Witness C’s testimony in relation to the interview with your client made public at the Commission is readily available on several social media platforms like YouTube, for instance, and

can therefore be accessed by yourself. It is thus considered unnecessary to provide you with same.

10 [6] Furthermore, it is once more reiterated that nothing in the whole interview forms part of any police documents currently before Court simply because it is not relevant and therefore does not form part of the evidential material against your client in the matter currently before Court.

[7] It is finally recorded that the portion not made publicly available to the Commission contains sensitive information relating to an ongoing investigation and the defence is therefore not entitled to this information.”

Do you see that?

MR MATLALA: Yes, I do.

20 **ADV SELLO SC:** Now, will you agree with me that the fact that those recordings may incriminate you, or what is stated in those recordings may incriminate you or in any manner infringe your constitutional rights against self-incrimination are not applicable in the matters that you currently face ...[INTERVENES].

CHAIRPERSON: [Indistinct] ...[intervenes].

ADV SELLO SC: In particular ...[intervenes].

CHAIRPERSON: No, continue, continue.

ADV SELLO SC: In particular, the matter under reference here, which I think you refer to as the Pretoria matter.

MR MATLALA: Not Pretoria, the Johannesburg matter.

ADV SELLO SC: The Johannesburg matter.

MR MATLALA: Yes.

ADV SELLO SC: And I call it the Johannesburg matter to
10 distinguish it from the Medicare matter. That is correct?

MR MATLALA: Yes.

CHAIRPERSON: Were you referring to recording singular or to recordings? And as I understand it, there are more than one.

ADV SELLO SC: I understand that this is the only ...[intervenes].

CHAIRPERSON: Initially, before you read the letter, were you referring to recordings?

ADV SELLO SC: I was referring to recordings plural.

20 **CHAIRPERSON:** Plural, yes, yes.

ADV SELLO SC: Yes. And if I may explain, Chair, if you have regard to paragraph 5 ...[intervenes].

CHAIRPERSON: Yes, because I am looking, for example, reading paragraphs 5 and 6 together.

ADV SELLO SC: Yes.

CHAIRPERSON: They refer to Witness C's testimony.

ADV SELLO SC: Yes.

CHAIRPERSON: And the interview that was at issue there. The specific reference is in paragraph 5. And then 6 refers to interview singular, obviously referring back to paragraph 5. So that would, I would imagine, relate only to one recording and there must still be others. And if your question, which introduced the present debate related to recordings plural, I am not sure whether there is not a
10 difficulty with regards to what the NPA says about the recordings not being relevant to any criminal proceedings that Mr Matlala may be facing.

ADV SELLO SC: If we take a step back, Chair, Witness C, when Witness C ...[intervenes].

CHAIRPERSON: Or perhaps also maybe let me add this. And then I think paragraph 7 complicates it even more because there the NPA says, you are entitled to the interview, singular, referred to in paragraphs 5 and 6, and that is readily available. You can get it online. It is on
20 platforms like YouTube.

ADV SELLO SC: Yes.

CHAIRPERSON: So you can get it there. But then 7 complicates it by saying the rest of the recordings or interviews raise sensitive material which relates to underlying ongoing investigations.

ADV SELLO SC: Indeed.

CHAIRPERSON: Which then brings that within the fold of possible or potential crimes that Mr Matlala may face. So ...[intervenes].

ADV SELLO SC: I will try and address them, Chair.

CHAIRPERSON: Yes, yes.

ADV SELLO SC: The Chair will recall that when Witness C testified, I think Witness C introduced two recordings, and they were played in this forum, and these are the recordings
10 that Mr Matlala wanted. I am aware that at 5, the wording is Witness C's testimony and refers to the audio. But by right, it is audios, and that may very well be a typo. Because in their communication, it does not appear like there is a distinction drawn between any of the two audios.

The position assumed by Mr Matlala in his affidavit is he wants all audios that were played here through Witness C. So they tried to obtain them from their NDPP, and this is the response that they obtained. They have been availed to the witness both what was flighted here in
20 the Commission and the full, because there was not the full audio in respect of each enquiry, but the full audios have since been made available to him.

So in response to whether it is one audio or two audios, I suggest that it is in respect of both audios because nothing before us in this letter distinguishes the

one from the other. If the Chair has regard to his paragraph 9, it is page 9, sorry, and that is paragraph 35.

ADV BALOYI SC: It is a supplementary.

ADV SELLO SC: Supplementary, my apologies. Supplementary affidavit, and this starts ...[intervenes].

CHAIRPERSON: Page 9, paragraph? I am very sorry.

ADV SELLO SC: Page 9 of the supplementary, paragraph 35.

CHAIRPERSON: Okay.

10 **ADV SELLO SC:** That should be read with paragraph 32 where Mr Matlala states that he only learned that his interrogation and his responses were electronically recorded at the time. The dates provided at paragraph 35, the 6th of December 2024 and the 14th of May 2025, relate to those interrogations and the recordings. And as I say, all have now been provided to him.

This response from the NDPP is in respect of the recordings that he says he subsequently learned were made during his interrogations, and he requires those recordings
20 for purposes of this, I think he says it is the Johannesburg case.

ADV VAN DEN HEEVER: Chairperson, if my learned friend ...[intervenes].

CHAIRPERSON: May you please ...[intervenes].

ADV VAN DEN HEEVER: She might not be finished at this

point ...[intervenes].

CHAIRPERSON: Please ...[intervenes].

ADV VAN DEN HEEVER: I would like to address you ...[intervenes].

CHAIRPERSON: Please, please, please let her finish, please.

ADV VAN DEN HEEVER: I got the impression she was finished. That is why I said I would like to respond ...[intervenes].

10 **CHAIRPERSON**: No, no, no. You came in mid-sentence, Ms van den Heever, please.

ADV SELLO SC: Thank you, Chair. So that is so far as the Witness C's, that is insofar as Witness C's testimony is concerned. It is the two recordings, it is the recordings that were played through Witness C in this forum. That deals with the issue at paragraph 5.

Now, I must say, the YouTube clip referred to at paragraph 5 I have not watched, so I am not in a position to tell whether it is all these audio clips in succession or
20 otherwise. So that is so far as Witness C's testimony is concerned. The question, the further question that the Chair asked me is regarding paragraph 7, which references ongoing investigation.

Now, that paragraph states that the portion not made publicly available at the Commission contains

sensitive information relating to an ongoing investigation. It does not identify what investigation. It does not suggest the investigation is against Mr Matlala. It could very well be investigations pertaining to other issues where he is not a suspect.

I submit that it is not a basis simply because substance is investigating to then seek to invoke or to assert the right not to incriminate himself. It takes us back to paragraph 109 of the Con Court judgment, which says
10 when the question is posed, that is the point at which to determine whether there is a risk that the witness will incriminate himself.

What any other interpretation would suggest, because there is an investigation involving *inter alia* an interview that Mr Matlala had with the members of the SAPS, then those issues cannot be traversed in this Commission because there is an investigation. The letter does not even suggest that Mr Matlala is under investigation for whatever it is that the NDPP suggests is
20 subject to ongoing investigations.

CHAIRPERSON: Perhaps a difficulty I have, Ms Sello, is not having an idea of where you are going, but where I am sitting now, what you appear to be doing is the flip side of what Mr Matlala was doing and which I said he cannot do. Asking him, I am again referring back to your very first

question and I am not referring to what you say now in respect of the content of the letter.

ADV SELLO SC: Yes, Chair.

CHAIRPERSON: My sense from what you did right at the beginning about the recordings, plural and in general, does not focus on specifics, specifics in the sense that this recording says this and here is my question about that, Mr Matlala, what is your response?

ADV SELLO SC: Yes.

- 10 **CHAIRPERSON:** That is what I would prefer than asking a broad and generalised question about the recordings, if you see what I mean. That places Mr Matlala in a difficult position, I think. So that is what I was trying to say, maybe I did not convey it clearly, when I said I have a practical suggestion and that perhaps what you should do, Ms Sello, is to ask specific questions relating to the recordings. That is what I had in mind, rather than these close to, the first one was indeed broad and generalised.

- 20 Maybe your later question relating to the letter still comes very close to being broad to my mind, but as I say again, maybe that is because of where I am sitting and not knowing where you are going, but I would prefer a situation where you say there is this recording. This is what I want to raise with you about that specific recording. Here is the question, what is your response?

I think we will make good progress if we approach it that way. And we do that in the context of what we have already explained to Mr Matlala yesterday. So he will not and should not give us yesterday's broad and generalised responses. May I plead with you to please ...[intervenes].

ADV SELLO SC: No, no, no ...[intervenes].

CHAIRPERSON: To do it that way ...[intervenes].

ADV SELLO SC: It is not necessary to ...[intervenes].

CHAIRPERSON: I am still going to give you an
10 opportunity, Ms van den Heever.

ADV SELLO SC: It is not necessary to plead with me.

CHAIRPERSON: Yes.

ADV SELLO SC: What I suspect perhaps happened, I was not as articulate as I would have hoped to be.

CHAIRPERSON: Yes.

ADV SELLO SC: The purpose of reading this letter was simply to deal with the concern that Mr Matlala raised yesterday, when he suggested that those recordings involve investigations in which he is a suspect. It was at the
20 ...[intervenes].

CHAIRPERSON: I think ...[intervenes].

ADV SELLO SC: Broad level ...[intervenes].

CHAIRPERSON: I think we are past that stage now.

ADV SELLO SC: Yes.

CHAIRPERSON: We are past that stage now. Mr Matlala

sitting there, I even directly spoke to him about the legal position. I think he, ja, I remember him in so many words saying that he understood what I was conveying ...[intervenes].

ADV SELLO SC: Then if he understood, it takes care of my issue. Because yesterday, the bulk of the issue, I think the engagement with Mr Matlala was in regard to the criminal cases in which he is an accused.

CHAIRPERSON: Ja.

10 **ADV SELLO SC:** Then he raised this issue of being a suspect because there are ongoing investigations. There is another matter in here for which I think Ms Cordelia, I forget her surname, I apologise, has provided an affidavit.

CHAIRPERSON: An affidavit.

ADV SELLO SC: And those are investigations by IPID. So, these are different investigations that I am referring to.

CHAIRPERSON: Yes.

ADV SELLO SC: And the point I seek to make to the witness is that you are not, contrary to the position you
20 assumed, you are not under investigation currently.

CHAIRPERSON: I want to assure you that I will not allow Mr Matlala to say nothing about those recordings because of being investigated. He will, in accordance with paragraph 109 of the Constitutional Court judgment, have to specify a crime for us to have a better idea as to the basis

upon which the privilege is being asserted.

ADV SELLO SC: I am happy to deliver it on that basis,
Chair.

CHAIRPERSON: Thank you very much, Ms Sello.

ADV SELLO SC: Thank you.

CHAIRPERSON: Ms van den Heever?

ADV VAN DEN HEEVER: Thank you, Chairperson. I
promise to look and watch her light until it goes off so as to
not create the impression of trying to interrupt her because
10 that was not what I was doing.

CHAIRPERSON: Thank you.

ADV VAN DEN HEEVER: I got the impression she was
finished. First of all, this letter was in response
...[intervenes].

CHAIRPERSON: Do you still want to address this?
Because I think now we have after my engagement with Ms
Sello, I think this is done and dusted, but let me hear you.

ADV VAN DEN HEEVER: There is three issues I would like
to raise. First of all, this letter is in response to a very
20 specific request and the request related to the statement
that was made by Mr Matlala on his arrest. So it dealt
specifically with a statement that was made in May of 2025.
That statement we submitted, we are entitled to under the
provisions of section 3(3)(5) of the Criminal Procedure Act.
So I want to make that clear. Maybe if my learned friend

had the preceding letter, she would have understood ...[intervenes].

CHAIRPERSON: May I ask to say something, please, please, please? I wonder if any of that matters now, because the upshot of my engagement with Ms Sello is that her engagement with Mr Matlala on the basis of the content of that letter no longer arises. So addressing the letter, the background, the why, does not assist us much, except perhaps to delay the further progress of the hearing of the
10 testimony itself.

ADV VAN DEN HEEVER: Chairperson, there is a second issue that I am going to ask your guidance for. I was not here yesterday and I actually tried to see if the transcript was uploaded yesterday. What I have noticed, and what is patently clear from the affidavit, the supplementary deposed by Mr Matlala, is that in addition to whatever is stated in paragraph 109, and I submit you need to read it together with the other paragraphs and in the specific contents of the Jafta judgment, Mr Matlala specifically said to enforce
20 constitutional rights that he says he is entitled to.

Now that issue seemingly has not been dealt with and that is why I said please forgive me if you did deal with it. I did speak to the juniors about that particular aspect. And the only question that I am seeking clarification from you on at this point in time is if it is the Commission's

stance that the only rights under the 1947 Act that Mr Matlala can seek to enforce is the right against self-incrimination. That he has no constitutional rights before you and that he cannot claim any of those constitutional rights at this point in time, as he set out in the affidavit where he specifies those rights that he seeks to enforce.

If I can please get your guidance on that aspect, Chairperson, because I think that the right, I do not even want to call it a right, what is stated in I think in section
10 3(4) of the 47 Act is extremely limited. We now have a Constitution that goes far beyond that, and that is the rights that he seeks to enforce before you. Thank you Chairperson.

CHAIRPERSON: Ms Hassim? I am directing myself to her because she wants to have argued these issues.

ADV SELLO SC: Indeed, Chair.

CHAIRPERSON: Thank you.

ADV HASSIM SC: Chair, first of all, I am surprised that my learned friend is raising this now because we have
20 ...[intervenes].

CHAIRPERSON: Ja. In fact ...[intervenes].

ADV HASSIM SC: Since ...[intervenes].

CHAIRPERSON: In fact, I wanted to say, but I just wanted to give you an opportunity. I wanted to say to Ms van den Heever, Ms van den Heever, raise your issue in relation to a

specific question that has been put to Mr Matlala and let us see how the constitutional right you have in mind arises. So it must be specific and it must relate to a specific. That is how I wanted to ...[intervenes].

ADV VAN DEN HEEVER: I am quite happy with your response, Chairperson. So I do understand that the client is entitled on each and every specific point to raise the constitutionality or the Constitutional aspect that he says he lays claim to. Thank you, Chairperson.

10 **CHAIRPERSON**: Thank you.

ADV SELLO SC: Thank you, Chair. And that was a bit of a concern for me because I did not know whether we were reopening the application that was brought, but I think it has since been resolved. So that is how I deal with that letter and as I said, I will deal with the issues arising from the recordings in the manner suggested by the Chair. I have read the letter into record to state that there is nothing before us that informs the Commission that Mr Matlala is a suspect in any ongoing investigations or matters arising
20 from the recording, and I will leave it there. We will come back to the recordings, as in those portions, as and when are necessary.

Moving on then, Mr Matlala, I would like to refer you to your supplementary statement at page 18. You recall yesterday when we engaged regarding your relationship

with Mr Hangwani Morgan Maumela and Mr Suleiman Carrim, you provided a joint response at page 18, paragraphs 93 and 94. You recall that?

MR MATLALA: Yes, I do.

ADV SELLO SC: Yes, and we had a discussion about your paragraph 93 wherein you advised that your legal team was in the process of collating, subsequently corrected documents that will prove that you are a suspect in matters relating to your relationship with either both or either one of
10 the people identified there.

MR MATLALA: Yes, I do.

ADV SELLO SC: And to this end, there was a discussion around a, quote-unquote, SIU document, which if you heard the Chair, we resolved that it shall be made available to the – the document that is sought to be relied upon shall be made available to the Commission. Do you recall that?

MR MATLALA: Yes.

ADV SELLO SC: And I confirm it has since been made available. Commissioners, the document made available to
20 us is now CJC433, no, 443, dyslexic moment there, in File 11. Now, what was made available to us as this, quote-unquote, SIU document appears to be the Special Tribunal, the SIU Special Tribunal order of the 29th of September 2025 by the Honourable Madam Justice Victor. It is an *ex parte* application for a specific order and it is brought by the

Special Investigating Unit and lists 78 respondents.

My reading of this order is that it quotes as a second respondent MHR Maumela Family Trust. It cites as a third respondent Mr Hangwani Morgan Maumela NO, and then it cites him in his personal capacity as the eighth respondent. Do you confirm that you are not a respondent in this particular application?

MR MATLALA: Yes, I do.

ADV SELLO SC: And this order was basically a freezing
10 order of certain properties registered either in Mr Maumela's name or the Family Trust or other entities associated with him. And if we go to page ...[indistinct] page 4 of that, that would be paginated 6, at paragraph 2, you will see that this is an interim order. It says:

“Pending the final determination of the 41
separate civil proceedings to be
instituted by the SIU.”

And then it issues the order. If we go to paragraph 2.1 overleaf, it appoints a *curator bonis*, and 2.2, it interdicts
20 and restrains the specified respondents from alienating, selling, leasing, donating, transferring, or otherwise disposing of the vehicles. And 2.3, it orders the transfer of possession, custody and control of the vehicles to the *curator bonis*.

I see if we then go to paragraph 2.5 of the same

order at page 9, once again, it specifies that the second, third, fourth and fifth respondents are restrained from alienating or selling fixed property, immovable property. Then it deals with the powers of the *curator bonis*, and at paragraph 2.13 of that order, that would be at your page 15 at the bottom it reads:

10 “The implicated respondents and all of
the other 39 entities and their respective
directors, members, trustees mentioned
in Annexure A, herein collectively
referred to as the Syndicate or the
Maumela Syndicate, are directed to make
a full and frank written disclosure that it
lists of immovable, immovable, corporeal,
incorporeal assets and all funds standing
to their credit.”

And if we stay with that document and we try and find Annexure A, that Annexure A will be a document immediately at the end of that order at page 20, and it is a
20 list of 39 entities. I see at item 36 that the entity referenced is Black AK Trading Suppliers, and it lists the director as yourself. You confirm that? That is correct?

MR MATLALA: Yes, I confirm.

ADV SELLO SC: At 37, it is a company called Cor Kabeng Trading and Suppliers, and once again lists you as a

director. At item 38, Falcon Cat Trading and Suppliers, and once again lists you. Now, my reading of this document is reference to you or any companies you are associated with, what the court, I do not know where they got the phrase, but termed the Maumela Syndicate and from whom the court requires them to make a full and honest disclosure regarding funds standing to their credit in respect of which the respondents, of which you are not, or any of them have a beneficial ownership. So there is specific declarations
10 that the entities are required to make for purposes of this litigation. Was that the understanding that you also got?

MR MATLALA: No, it is not.

ADV SELLO SC: Okay, can you share your understanding with us and the basis thereof, please?

MR MATLALA: I was of the view that all these entities and their directors, they are under investigation.

ADV SELLO SC: Sorry, please say that again.

MR MATLALA: I am saying I was of the view that all these entities and their directors are under investigation.

20 **ADV SELLO SC**: Which entities? The entities listed in Annexure A?

MR MATLALA: Yes.

ADV SELLO SC: And on what basis do you form that view?

MR MATLALA: That why would they want us to disclose our assets and our bank accounts or whatever is in our

name if we are not under investigation?

ADV SELLO SC: But paragraph 2.13 tells you why the Court is interested in those entities. It specifically says those entities must make full and frank disclosure under oath of all assets and all funds standing to their credit in respect of which the respondents in this matter, or any of them, are registered or common law owners, have a beneficial ownership, right, title and interest or some other type of real rights therein, in terms identical to those set out
10 in the draft disclosure affidavit. So the Court tells you what the interest in those companies is. That cannot be interpreted to suggest that the companies themselves are under investigation by anybody, surely.

MR MATLALA: I hear you, Commissioner, but I think last time when you said you can extract information, because this is not a court of law, even you can get information from newspaper articles or whatever. And I have been mentioned in so many articles that I am being, from my side, I am being investigated. So I do not know now, because would it
20 also apply to me that from that article that I got from the media or whatever, which I do not have now, which says that I am under investigation, does not apply to me?

ADV SELLO SC: Which article are you talking about, Mr Matlala?

MR MATLALA: It is quite a lot. I can just Google now and

I can ...[intervenes].

ADV SELLO SC: No, in reference to the engagement we are having ...[intervenes].

MR MATLALA: Yes, yes ...[intervenes].

ADV SELLO SC: What article? Perhaps can you guide me?

MR MATLALA: I do not have. I am not in possession of a cell phone now that I can just check one for you now.

ADV SELLO SC: Okay.

10 **MR MATLALA:** Anything that has to do with Tembisa Hospital, I am under investigation.

ADV SELLO SC: Okay, so do I understand you correctly that because an article suggests that you are under investigation, therefore you are under investigation and are not able to talk about the matters the article suggests you are being investigated for? Is that your take?

MR MATLALA: Yes, but I was not relying on an article. I am saying this also proved that indeed I am under investigation or else they would not send this to me. But
20 besides this document, I am referring to quite a number of articles that I know that – the thing is I have never been approached by – I will not lie to you that I have been approached by an investigator saying that I am under – I will not lie to you.

ADV SELLO SC: Okay.

MR MATLALA: Yes, I was never approached, but I just know that I am under investigation, which it might be true, it might not. I do not know that.

ADV SELLO SC: And precisely, I guess, because it might be true, it might not, you know, articles are known to claim a lot.

MR MATLALA: Yes.

ADV SELLO SC: You have just confirmed that you have not been approached by any investigator. So it is not
10 confirmed to you personally that you are under investigation.

MR MATLALA: Yes, but we are using the same articles to claim that I am under investigation, the same way as you yourself, you say you can use articles as evidence in this Commission. So I am using the same articles as well.

ADV BALOYI SC: Ms Sello, is this issue not resolved? Mr Matlala says he has never been approached.

ADV SELLO SC: Indeed.

MR MATLALA: Yes.

20 **ADV BALOYI SC**: That he is under investigation and that puts the issue to rest, I guess.

ADV SELLO SC: I would think so, and I would say I refer to this document because it was introduced by you.

MR MATLALA: Of course, yes.

ADV SELLO SC: To avoid responding to the question

relating to Mr Maumela and Mr Cassim. Cassim, yes. Carrim, Suleiman, my apologies. It has been a long week already. I apologise. I will try that again.

You introduced this document in dealing with your failure to deal with your relationship with Mr Maumela and Mr Suleiman Carrim, and you suggested at paragraph 93 that those documents will demonstrate that you are a suspect, this document will demonstrate that you are a suspect. So we have considered it and I am putting to you
10 that this document has got no bearing on you as a suspect and does not suggest that you are a suspect in anything.

MR MATLALA: Okay, Commissioner. So you are saying I am not a suspect?

ADV SELLO SC: No, I am saying this document, contrary to what you suggested, does not suggest you are a suspect.

MR MATLALA: I take it.

ADV SELLO SC: Okay.

MR MATLALA: I just want to understand that does this mean that I am not a suspect in any of the SIU
20 ...[intervenes].

ADV SELLO SC: I do not know. I do not know.

MR MATLALA: Exactly.

ADV SELLO SC: Yes.

MR MATLALA: So I do not want to engage in something that I do not know also.

ADV SELLO SC: No, no, no. What we are dealing with is a firm claim you made at 93, and I am saying the document you put forward does not support that. Now then having done that, I am going to invite you to then, as the Regulation 10.6 notice required of you, to speak of your relationship with Mr Maumela on the one hand, Mr Carrim on the other hand, or collect both if that is how it is.

MR MATLALA: Even though I might be a suspect?

ADV SELLO SC: In what?

10 **ADV BALOYI SC:** Mr Matlala, you have accepted that you have not been interviewed or told that you are a suspect in arising from these documents that you were relying on.

MR MATLALA: Yes.

ADV BALOYI SC: You may well be a suspect in other matters, but right now the discussion is you answered at paragraph 93 that there are documents from which it appears or it will show that you are a suspect. You have just accepted to Ms Sello that on this documented at least, the one that you were relying on, you are not a suspect, but
20 also you have not been approached by anyone in law enforcement it has to be that told you that you are a suspect in these matters.

I think it is fair that you should be then now required to answer now that we have established on the document that you relied on that you are in fact not a

suspect, that questions that come from or relating to the 10.6 should be answered about your relationship with Mr Maumela and Mr Carrim.

ADV KHUMALO SC: Before you leave Annexure A, Mr Matlala, when you were first here, the Commission asked you about companies that you own or have interest in and you only mentioned three, but now in item 37 and 38 of Annexure A there are two other companies that you did not mention, and I had this engagement with you. You
10 mentioned Medicare Tshwane 24, you mentioned CAT VIP, the security company, and then you mentioned Black AK Trading Supplies. You did not in your engagement with me mentioned Cor Kabeng and Falcon Cat Trading. Why is that? Do you have interest in these companies and why did you not mention them when I first asked you to clarify this issue?

MR MATLALA: Because those companies are deregistered.

ADV KHUMALO SC: They are deregistered?

20 **MR MATLALA:** Yes.

ADV KHUMALO SC: When were they deregistered?

MR MATLALA: Long time ago. I do not remember when. Long time ago.

ADV KHUMALO SC: Because this judgment or this order of the Tribunal is dated 25 September 2025 and it suggests

to me that they still existed in September 2025.

MR MATLALA: Ja, but with a quick search we can verify that these companies have been registered, Commissioner.

ADV KHUMALO SC: All right, thank you.

CHAIRPERSON: May I, Mr Matlala, with regards to the point that your entities are listed in Annexure A, you are therefore being investigated. May I ask to take you to page 16? The same paragraph 2.13 of the Tribunal's order. The Tribunal's order.

10 **MR MATLALA**: Yes.

CHAIRPERSON: Do you still have it close by?

MR MATLALA: 2.13 right?

CHAIRPERSON: Ja. Perhaps instead of going straight to ...[intervenes].

MR MATLALA: It is page 15.

CHAIRPERSON: Ja, let us start at page 15. Yes, yes, yes:

20 “The implicated respondents and all of
the other 39 entities and their respective
directors, members, trustees mentioned
in Annexure A are directed to make a full
and frank written disclosure under oath of
all the property and/or assets and of all
funds standing to their credit.”

Now here is what I wanted to engage you on. In respect of which the implicated respondents, so even though Annexure

A may go beyond entities owned only by the respondents, and it includes, for example, your entities, but the part that I am emphasising says:

“In respect of which the implicated respondents...”

Of which you are not one:

“...or any of them...”

Still the respondents:

10 “...are the registered or common law owners, have beneficial ownership, right, title and interest, or some other type of real right therein.”

So the contemplated ownership, beneficial ownership, right, title or interest may be in your entities, for example. That is how I read this, and it does not translate to you being investigated. So it is still about the respondents. The focus is only on what interest they may have in other people's entities. Do you see what I mean?

MR MATLALA: I see.

20 **CHAIRPERSON:** This is just to reinforce the point made by Commissioner Baloyi, which is that nothing here suggests that you yourself are being investigated. Would you agree with it?

MR MATLALA: I agree.

CHAIRPERSON: Thank you.

ADV SELLO SC: Thank you, Chair. Then having disposed of that, let us turn back to our paragraph 93 of your supplementary statement, and we do so with reference to the Regulation 10.6 notice issued. The Regulation 10.6 is the first document in your main statement file, and you recall that as we did with General Sibiya, you were required to explain your history and/or relationship, direct or indirect, with certain persons, and they included Mr Maumela and Mr Carrim. So can we then in the context of 2.2 deal with your
10 relationship with Mr Maumela?

ADV VAN DEN HEEVER: Chairperson, sorry to interrupt. I am wondering if yourself and my learned friend has taken into account the provisions of section 3(3)(2) of the Criminal Procedure Act, which deals with one being an accused person or a suspect by virtue of your company or the entity of which you are a director and in relation to your directorship in respect thereof too. So by virtue of that fact, you are also and you can also, and is also vis-à-vis this particular order, based on what he said, a suspect in that
20 particular matter.

CHAIRPERSON: No, I do not agree with that Ms van den Heever. I do not agree with that. This concerns property interests, beneficial interests of the respondents and the point is that those respondents may have interest in entities owned by other people. So the order relates only to their

interest in those other entities, entities that are not theirs. That is all it is about. I have not read what this is about, but I will just assume perhaps that it was about the seizures that usually emanate from that entity, the Tribunal.

So it makes sense that the Tribunal would be interested in, fine, we got hold of these Lamborghinis and this and that and that, but what other properties do you own? Do you own any beneficial interest in other people's companies? The focus of the Tribunal will only be on what
 10 the respondents own, and that they may own that in someone else's entity does not make that entity a respondent or subject to investigation.

There is a leap in logic in suggesting just because I want to know whether Ms van den Heever has a beneficial interest in Commissioner Baloyi's company, then Commissioner Baloyi's company becomes involved in whatever it is they require information from you about. I do not understand that logic.

ADV VAN DEN HEEVER: Chairperson, maybe I have had
 20 the benefit of reading through the actual application and the affidavits that was, because I went to the trouble after we were here to get those. Maybe if I can suggest, I see it is almost 10 o'clock ...[intervenes].

CHAIRPERSON: But in any event ...[intervenes].

ADV VAN DEN HEEVER: Because it refers specifically in

the order to the said affidavit that relates to the issues of the Maumela Syndicate that is discussed there. As I said, I do not want to place facts before you without just going to refresh my memory again on that. That is why I am asking maybe it would be convenient ...[intervenes].

CHAIRPERSON: In any event, what should cut across all of this, Ms van den Heever, is to avoid us debating issues in general. If there is a specific crime with regard to this, in respect of which Mr Matlala is asserting the privilege, let
10 that be specific, please, in the interest of time ...[intervenes].

ADV VAN DEN HEEVER: And I think ...[intervenes].

CHAIRPERSON: Otherwise the day will go by without us covering any meaningful ground.

ADV VAN DEN HEEVER: And that is exactly what I am going to endeavour to do for you during the tea adjournment, to make sure that that is brought to the attention. The client, Chairperson knows, is a layperson. He does not know the niceties of the law when it comes to
20 these issues. So please afford me the opportunity to pull those up and have a discussion with the client ...[intervenes].

CHAIRPERSON: But whatever you pull up, bear in mind, because a lot may be said, affidavits and proceedings may go far and wide. Bear in mind that what I have referred to

in this order, the Tribunal's order, shows in so many ways that this is not about Mr Matlala's entity. It is about someone else owning something in Mr Matlala's entity. Bear that in mind. So whatever affidavit or whatever you come back to us about should not change that, I would imagine. Thank you very much.

ADV BALOYI SC: Ms van den Heever, I think the other thing, whatever you are planning to do during an adjournment, is to remember that Mr Matlala has filed an
10 affidavit in which he has set out why the defences and the facts, supposedly, that he relies on for claiming the privilege, that is done and dusted.

You do not get another chance from the bar to say there is that other document or that other fact that we did not put before you. We took a break to allow you to bring an application in which you were going to plead facts on which you rely for Mr Matlala to support his claim for the immunity or for privilege that he is seeking. You do not get to do that by going now as counsel to go and pull up other
20 documents and then put them from the bar. He had plenty of opportunity and we are past that.

We did that yesterday. We have read your affidavit. There has been an answer and a full answer to that. Submissions were made about it yesterday. We are past that and I think you know that. I expect that you know that

he had the opportunity in the affidavit and he made his best case in the affidavit, including in that paragraph 93. You do not get to have a second bite of the cherry from the bar. You do not.

ADV VAN DEN HEEVER: I hear what you say, Commissioner. We will deal with that issue when we return. Thank you.

ADV BALOYI SC: Thank you.

ADV SELLO SC: Thank you, Commissioners. So then this
10 is where we land, Mr Matlala. The document you put up yesterday, which is this SIU order, does not in any manner suggest that you are a suspect as you sought to testify and that therefore there is nothing, there is no right for you to assert in relation to a relationship you have with Mr Maumela and/or Mr Carrim or both.

So I will then invite you, let us deal with Mr Maumela. Please provide details of the relationship you have with him, the nature of the relationship, when it commenced, and then we take it from there. Thank you.

20 **MR MATLALA**: Thank you, Commissioner. I want to ask you first the question, if you will allow me. Just because I failed to prove, which I take it, what the Chairperson said, that it does not prove that I am a suspect and I take it, I failed to prove that. So does it mean that entirely I am not a suspect just because I failed to prove that I am a suspect

or I might be a suspect?

I am saying this because I do not want to waste the Commission's time. So I would prefer that if you do, I will continue to comment about Maumela's, my relationship with him. However, I want to understand that whatever that I think is under investigation, do you still expect me to comment on that? Because I could not prove that I am a suspect, though I know from what I heard from different sources that I am a suspect.

10 **CHAIRPERSON**: Mr Matlala, as I understand the position, you sought to demonstrate that you are a suspect by producing the document that Ms Sello took you through, including us for that matter. We have also demonstrated, and you now accept ...[intervenes].

MR MATLALA: Yes, I do.

CHAIRPERSON: That that document does not show that you are a suspect. You are not barred. This Commission is not barring you from demonstrating that for C, D, and E reasons, I am actually a suspect, and based on that I am
20 claiming my right to privilege. So do not understand what we engaged you on just now, do not understand it to mean that we say you are forever and ever not a suspect with regard to these issues, the issues under discussion now. We are not. But we are saying what you produced as proof of you being a suspect does not bear your claim out. Do

you follow? I hope that answers you.

MR MATLALA: That I take and understand.

CHAIRPERSON: Thank you, thank you, thank you.

ADV SELLO SC: Thank you, Chair. With that understanding then, Mr Matlala, can we start discussing your relationship with Mr Maumela? Like I said, it would assist if you started with when that relationship began and you define or you describe that relationship up to date. Thank you. Then we will take it from there.

10 **MR MATLALA**: Yes. I think that I first met Mr Maumela, I think around 2015, 2016, somewhere around there. 2015, 2016, somewhere around there.

ADV SELLO SC: Thanks.

MR MATLALA: And my relationship with him, it was because both we have passion for sports cars, so there is this restaurant that we both, we used to frequent in that restaurant somewhere in Sandton. So we used to meet each other there and then because I like this car, and then that is when we started our relationship because of the love
20 of cars.

ADV SELLO SC: So would it be fair then to conclude that you are friends with Mr Maumela and you share a passion for sports cars?

MR MATLALA: I conclude that, yes.

ADV SELLO SC: Do you have any other relationship with

him, including business relationship or any relationship that leads to any one of you benefiting financially?

MR MATLALA: Yes, we do.

ADV SELLO SC: Can you tell us about that?

MR MATLALA: We were, both of us, we were in the, I would not say it is a tender, but it was, what is it called? Not a tender, but let us just say for the lack of a better word I will say a tender, but it is not. Like when you get the RFQs, it is not a tender, it is something else. I do not know
10 what they call it.

ADV SELLO SC: Well, call it an RFQ.

MR MATLALA: Okay.

ADV SELLO SC: Okay.

MR MATLALA: Ja. So, yes, we used to do that together.

ADV SELLO SC: What ...[intervenes].

ADV BALOYI SC: Like a joint venture or something? In what form did you do it together?

MR MATLALA: Like if I get an RFQ and then we will have money, then we will take that money and purchase – maybe
20 the RFQ was in my entity, then I will get, we will take that money that we put aside and buy whatever is needed, and then we will take the money back and then including profit, put it aside and then share the profits.

ADV SELLO SC: I do not know if you were talking about an RFQ, because then if you talk about investing money and

sharing profits, it would suggest that we are beyond the RFQ stage. I understand an RFQ being a request for quotation.

MR MATLALA: Yes.

ADV SELLO SC: And this is where you, an entity submits a quotation in response to a public invitation and then the quotation is successful or not successful.

MR MATLALA: Yes.

ADV SELLO SC: So, in that process, until a determination
10 is made, there are no profits to share as such.

MR MATLALA: Of course, yes.

ADV SELLO SC: So, the RFQ does not provide.

MR MATLALA: Yes.

ADV SELLO SC: It is only if the quotation is accepted and then the award is made and the job executed that we can start talking profits.

MR MATLALA: Of course.

ADV SELLO SC: So, now, you say that the relationship you had with Mr Maumela is that you would both invest and
20 then share profits, and you say that with regard to an RFQ. Having accepted then what is my understanding of an RFQ, would it be fair to say that following the submission of RFQs, you have been awarded certain public work from which you derived a profit?

MR MATLALA: Can you please repeat that question?

ADV SELLO SC: You indicated that both of you would invest and then derive profits, and you said so with reference to an RFQ. Now, since you and I agreed what an RFQ is, it is just a request for quotation, which may be accepted or rejected by the entity. We have reached that point, right? We agree?

MR MATLALA: Of course, yes.

ADV SELLO SC: So now I ask, is there any RFQ that was accepted on the basis of which you provided the work that
10 was required or the goods that were required from which you derived a profit that you shared?

MR MATLALA: Of course, there was.

ADV SELLO SC: Which ones are those? Can you start listing them, please?

MR MATLALA: I cannot. It is a plenty. I cannot.

ADV SELLO SC: Okay. Now which ...[intervenes].

MR MATLALA: Not that I do not want to. I am saying it is medical equipment. I would say a stethoscope, for example. Maybe a quantity of a stethoscope, different
20 medical equipment.

ADV SELLO SC: Okay, let us do it differently. Let us talk about the entities that issued the RFQs. Which entities are those that you responded to and were successful?

MR MATLALA: I would not know about these entities. I will only refer to my entities.

ADV SELLO SC: No, sorry. By entities, I mean, who issued the RFQ that you were successful in?

MR MATLALA: No, he will do it on his own, and I will also do it on my own.

ADV KHUMALO SC: Mr Matlala, the government entities that invited.

MR MATLALA: The government entity?

ADV KHUMALO SC: The government entities that invited ...[intervenes].

10 **MR MATLALA:** I am sorry.

ADV KHUMALO SC: You understand?

MR MATLALA: Yes, I understand, ja. It is the Department of Health.

ADV SELLO SC: Okay. Now, is that the National Department of Health or Provincial Department of Health? If it is the latter, which provinces?

MR MATLALA: Gauteng.

ADV SELLO SC: So, it is just the Gauteng Department of Health?

20 **MR MATLALA:** Yes, I think so.

CHAIRPERSON: Nothing national?

MR MATLALA: I am not sure what I did national. I am talking about what I know. I do not know ...[intervenes].

ADV SELLO SC: I am interested in when you ...[intervenes].

MR MATLALA: No, but ...[intervenes].

ADV SELLO SC: Remember, we are discussing your joint efforts here.

MR MATLALA: No, myself, I do not know anything about national.

ADV SELLO SC: Okay, and then in respect of the Department of Health, what did those RFQs require, if you could just, whatever you can recall?

MR MATLALA: Medical consumables.

10 **ADV SELLO SC:** Yes?

MR MATLALA: Yes, that is it.

ADV SELLO SC: Okay. Now, when was the first RFQ? I will take it that is an estimation on your part. And when was the last?

MR MATLALA: I was not keeping – I do not know. Let us say 2019, 2018.

ADV SELLO SC: 2018, 2019?

MR MATLALA: 2018, maybe.

ADV SELLO SC: Okay. Now, were there so many that you
20 cannot even recall whether there were two, three, 15, 25?

MR MATLALA: Yes, there was quite a lot.

ADV SELLO SC: Were you successful? I am interested in the ones you were successful, not the efforts you made.

MR MATLALA: No, mine collectively, for I will say for three years, they were under R5 000 000. So, it is not a

lot.

ADV SELLO SC: That is you quoting alone?

MR MATLALA: Yes.

ADV SELLO SC: I am interested in you and Mr Maumela and not ...[intervenes].

MR MATLALA: No, we were not – I think maybe I have explained this wrong. We are not in a joint – there is a money that is somewhere there. So, whatever you get is yours. Whatever I get is mine. And then, from that money
10 that you borrowed, that is where you will – depending on how much you borrowed from that money, I am not saying his companies are benefiting from them or my companies are benefiting from them.

ADV SELLO SC: Okay, let us ...[intervenes].

MR MATLALA: The common thing that we – because you said, was there any business that I did with him?

ADV SELLO SC: Yes.

MR MATLALA: I said, ja, it is the money, but he will do his own thing and I will also do mine on the side.

20 **ADV SELLO SC:** Okay, let us try it from this angle, perhaps. I asked whether you were involved in any business or business ventures. You said it is the money. Can you describe the nature of that business, of the money?

MR MATLALA: I think I just need to give you an example.

I will say to you that just put R1 000 000 and then I will also bring R1 000 000.

ADV SELLO SC: Yes.

MR MATLALA: If you get your RFQs, you can take from that R1 000 000. Depending on how much they want, you will take R300 000. Let us say you take R300 000. You go and buy whatever is needed from our money. From that R300 000, and then when you bring it back, because you have used the money, so it must come back with profit.

10 **ADV SELLO SC:** Okay, so do you create a pot of money where you both invest and from which you draw to individually respond to RFQs, or how exactly? I am trying to understand how these transactions were happening, and please excuse me if I am slow.

MR MATLALA: Commissioner, now we are going deep to the investigation that I was trying to avoid, but which I do not know whether I will be part of or not. However, for you to understand much better, I will say it is not like we have opened a mutual company and then have money in the bank
20 for that specific purpose of this business.

I will take it from – it would be money that maybe it is – depending on, it would be either in his account or mine. There was no ...[intervenes].

CHAIRPERSON: You pooled, as in P-o-o-l-e-d, you pooled funds together.

MR MATLALA: Yes.

CHAIRPERSON: And from those funds, if you got a contract or if he got a contract, each one of you would then take money from the funds that you have pooled together for what is required at the initial stage of performing in terms of the contract you got. So you use a portion from those funds for that purpose.

MR MATLALA: Of course, yes.

CHAIRPERSON: Ja, and then you say you then pay those
10 funds back into the joint fund, if I may call it that. You pay that back, but you say you would have to pay it back with a profit, as I understand you. Do not nod, please ...[intervenes].

MR MATLALA: Sorry, I am sorry. Yes, yes, yes.

CHAIRPERSON: Yes, ja. And how would the profit be worked out?

MR MATLALA: 10% of whatever.

CHAIRPERSON: 10% of what you took from the fund?

MR MATLALA: Yes.

20 **CHAIRPERSON:** Or 10% of what you would get from the contract?

MR MATLALA: What you took from the funds, yes.

CHAIRPERSON: What you took from the funds.

ADV SELLO SC: Which then would lead me to the question, does that become a revolving fund or is the fund

dissolved at some point and you split profits that have been earned by, quote-unquote, the fund? How exactly does it work?

MR MATLALA: I am going to give an example again.

ADV SELLO SC: Yes.

MR MATLALA: I will say you are the supplier.

ADV SELLO SC: Yes.

MR MATLALA: We need to buy stock from your company. So we will put money in your company and then whatever
10 we want to buy, we already have credit. So we will take stock from your company and then you will tell us how much is left. Then anyway, both of us will know how much is left and then we will keep on adding money to that account.

ADV SELLO SC: It is not exactly the answer you gave the Chair because you explained that ...[intervenes].

MR MATLALA: The profits, we will get them, yes.

ADV SELLO SC: Yes.

MR MATLALA: No, the profits will not go back to you because you are not part of the business.

20 **ADV SELLO SC:** How do you split them when you are jointly contributing to the pool?

MR MATLALA: I made an example earlier that, I will give an example that I have put R1 000 000 into your account which you are the supplier.

ADV SELLO SC: But in the example you make, I am not Mr

Maumela.

MR MATLALA: Not Mr Maumela. You are not a supplier, meaning we buy stock from your company.

ADV SELLO SC: Yes.

MR MATLALA: Yes.

ADV SELLO SC: From the pool of funds that you and Mr Maumela have raised?

MR MATLALA: Yes, but the money is in your account because you are the one who is supplying us with medical
10 equipment.

ADV SELLO SC: No, I...

MR MATLALA: It is easy.

ADV SELLO SC: I will never get it.

ADV KHUMALO SC: Mr Matlala, you keep going back to, remember in your engagement with Chair, you said whatever profit you make, you must put the money you took out of the seed account.

MR MATLALA: Yes, of course.

ADV KHUMALO SC: You must take it back and then with
20 10% because the interest you earned is 10%, you put it back into this account from which both of you can draw.

MR MATLALA: Yes.

ADV KHUMALO SC: Now the question Advocate Sello is asking you is that account where you put the money back with 10%, at some point do you dissolve it or what do you

do with it? Not what you pay to the suppliers that supply you with the equipment. The account from which you draw and you pay back money once you have made profit with the 10%, what do you do with that account? Do you dissolve it and share 50/50 whatever is remaining or what happens with it?

MR MATLALA: That is where the confusion is.

ADV KHUMALO SC: Yes.

MR MATLALA: The money is not in the account. The
10 money is, we approach you, like I was trying to explain to Advocate Sello, the Commissioner, I am sorry, that we will approach you and since you are the supplier who will supply us with medical equipment, buy the stock for us and then the money will be in your account. So we will know how much we have in your account. Let us say we have R1 000 000 rands and then I want a stock that is worth R300 000, so ...[intervenes].

ADV KHUMALO SC: What happens with the profit? I am
not concerned with what you have put in the supplier's
20 account.

MR MATLALA: Yes. The profit, that is where I am saying the profit comes back to us, not to the supplier.

ADV BALOYI SC: I thought I understood earlier that you said there is money pulled into an account. Now from how you are explaining, that is not the case, and I want to use a

practical example. Hospital A wants still water and they send out an RFQ and you are interested to submit an RFQ. Can you just explain where does the money come from to buy from a supplier?

Assume it is supplier X that has water. Just explain what you are telling us. Where does the money that gets paid to the supplier, where does it come from? And once you have supplied of course at a premium, so you have got a profit, where does that go? How do you handle that? So
10 start with where does the money to pay the supplier for six bottles of water come from?

MR MATLALA: Okay Commissioner, let me do this. Let me start from the beginning and then just please stop me where you do not understand so that we can have progress. We want to supply, me and Mr Maumela, we want to supply medical consumables to the Department of Health and we approach someone who's selling medical consumables.

That person, we tell him that we put up front, I will give an example of R1 000 000. It is just an example. It is
20 an example. In his account. Should I get the RFQ first? Should I get the RFQ first, I will go to that supplier and tell him, can you please give me stock that is worth R200 000, and he will give it to me. And because I took R200 000 ...[intervenes].

ADV BALOYI SC: From where? Where do you take that

R200 000 from?

MR MATLALA: The money is with the supplier, the person who is supplying medical consumables.

ADV BALOYI SC: Where do they get it from?

MR MATLALA: Myself and – I said from the beginning that we will take R1 000 000, myself and Mr Maumela, put it in the account of the medical supplier, the person who supplies medical consumables.

ADV BALOYI SC: So from both your separate accounts?

10 **MR MATLALA**: Yes, yes, yes.

ADV BALOYI SC: You each, or you or him, puts R1 000 000 to the supplier?

MR MATLALA: Yes.

ADV BALOYI SC: And then?

MR MATLALA: And then ...[intervenes].

ADV BALOYI SC: And then the supplier, you get appointed, the supplier gives you the equipment.

MR MATLALA: Yes.

ADV BALOYI SC: Right?

20 **MR MATLALA**: Yes.

ADV BALOYI SC: And then the hospital, what happens with that medical equipment and the money?

MR MATLALA: I give an example that let us say he gave me stock that is worth R200 000.

ADV BALOYI SC: Yes.

MR MATLALA: And then when the hospital pays me back that, pays me the money, I have to take back the money that I borrowed which is R200 000.

ADV SELLO SC: Mr Matlala ...[intervenes].

ADV BALOYI SC: So you borrowed it from whom? I think we are ...[intervenes].

MR MATLALA: It is not borrowed. It is my money, of course.

ADV BALOYI SC: Yes, I think that is what we are trying to
10 understand. We all understand, Mr Matlala, that you must pay the supplier. We accept that, take it, we understand that part. What is confusing, at least for me, is when you pay the supplier, there are R200 000.

MR MATLALA: Yes.

ADV BALOYI SC: That money comes from your bank account or Mr Maumela's bank account.

MR MATLALA: Yes.

ADV SELLO SC: That is what you are saying.

MR MATLALA: Yes.

20 **ADV BALOYI SC**: Right. So you get that, and then you supply it to the hospital. Let us say it is a hospital. You supply it to a hospital and it is R300 000 now when you supply to the hospital. You bought for R200 and the hospital pays you R300.

MR MATLALA: Yes.

ADV BALOYI SC: You now have R100 profit or R100 000 profit.

MR MATLALA: Yes.

ADV BALOYI SC: How does that get dealt with? It comes into your personal account?

MR MATLALA: Of course, yes.

ADV BALOYI SC: And then what happens?

MR MATLALA: And then Mr Matlala will get 10% of that profit.

10 **ADV BALOYI SC:** Okay. All right.

ADV SELLO SC: I am going to suggest this, Mr Matlala. I think you are doing this deliberately. You less than two years ago, you won a R360 000 000 contract from SAPS, and that you cannot have executed that contract with this understanding where we struggle to understand from you about money and transactions and suppliers and you, you know, it cannot be. You are doing this deliberately so that we go round and round in circles. Yes, you are.

MR MATLALA: No, I am not.

20 **ADV SELLO SC:** Yes.

MR MATLALA: Okay, can you please explain to me what part is it that you do not understand?

ADV SELLO SC: Where you suggest that you and Mr Maumela put money in a supplier's account and you buy for R200.

MR MATLALA: Yes.

ADV SELLO SC: Why are you putting R2 000 000 in that account when you are buying for R200 000?

MR MATLALA: But, Commissioner, it is not a once-off thing. Remember, we are going to get stock from you now and then. Just in case it happens that at some point I do not have money, but I know that I have got credit in your company.

ADV SELLO SC: So you invest in a supplier's account up
10 to R2 000 000, but your RFQ that you want is for R200 000. So the supplier holds that R800 000 until you get the next RFQ?

MR MATLALA: Yes.

ADV SELLO SC: Is that your business model?

MR MATLALA: Yes.

ADV SELLO SC: Okay. So when you get the 10% that you said you ...[indistinct] the Chair, you said that 10% goes to the supplier's account.

MR MATLALA: I did not say that.

20 **ADV SELLO SC:** Okay, where does it go to?

MR MATLALA: The 10%, we will share the profit. I said that.

ADV SELLO SC: Where does it go to?

MR MATLALA: To myself and Mr Maumela.

ADV SELLO SC: So how does it get there? Because as

Commissioner Baloyi pointed out to you, that R200 000 worth of medical equipment you provide to a hospital or to hospitals for which the Department of Health will pay you.

MR MATLALA: I am talking about profit here. Profit.

ADV SELLO SC: You must be paid before you can make a profit, surely.

MR MATLALA: Yes, I am saying the profit, that is the money that goes to my account. The profit. I do not know what part maybe you are missing from me. I do not
10 understand.

ADV SELLO SC: I am just a mere lawyer. Maybe these business issues are above my pay grade. Chair, I see it is 10:58. This might perhaps be the appropriate opportunity.

CHAIRPERSON: Let us adjourn and resume at 11:30.

HEARING ADJOURNS

HEARING RESUMES

CHAIRPERSON: Yes, Ms Sello.

ADV SELLO SC: Thank you, Chair. Mr Matlala, I had hoped that the tea adjournment would assist me in
20 understanding how this process works. So perhaps if I could ask you to explain that relationship from the beginning, I will try not to interrupt, as best as you can, then we can move forward.

MR MATLALA: Okay, you are saying relationship, you want me to start where we, above the other queues?

ADV SELLO SC: The other queues, yes. If you could try once more for my benefit to explain how it works, the contribution by either one of you, what fund it goes into, and then how purchases are made to satisfy the requirements of the RFQ, if you could just touch on that.

MR MATLALA: I will call the first person, let us just say the main supplier, is the person who will be buying the stock from, let us just call him the main supplier.

ADV SELLO SC: Yes.

10 **MR MATLALA:** Myself and Mr Maumela will, I will give you an example of one million rands.

ADV SELLO SC: Yes.

MR MATLALA: From our own personal accounts, we will take that money and put it to the main supplier's account, main supplier, not Maumela or myself, main supplier.

ADV SELLO SC: Yes.

MR MATLALA: And, depending, myself or him, whoever will get the RFQ first, and then, let us make an example, maybe the RFQ says R200,000, the main supplier is not
20 giving you mine, he is giving you stock that is worth R200,000, and then you go and buy your stock and, Commissioner Baloyi made an example that you get 300,000, and then you, the 200,000, because you took it from the main supplier, it goes back to the main supplier's account. And then, the profit now is R100,000. From that

profit, 10 percent of that profit, it will be R10,000 ands, 10 percent of R100,000.

ADV SELLO SC: Yes.

MR MATLALA: So, then, okay, I think I am making headway. So, once the supplier supplies the stock that you require to satisfy the RFQ, correct? And they will supply 200,000 worth of stock, or the supplier goes to purchase the stock, that is something you said there.

MR MATLALA: I said let us call him, the person who has
10 the stock, let us call him the main supplier.

ADV SELLO SC: Yes.

MR MATLALA: Just for the interest of this conversation.

ADV SELLO SC: Indeed.

MR MATLALA: He will, I will give him the, let us say, 500 bottles of still water. He will give me the 500 bottles of still water, that is worth R200,000.

ADV SELLO SC: And then you provide, you satisfy then the contract with the Department of Health for provision of that still water.

20 **MR MATLALA:** Yes.

ADV SELLO SC: And then you will deduct from what you and Mr Maumela have paid into the main supplier's account 200,000.

MR MATLALA: Yes.

ADV SELLO SC: Okay. And that then leaves whatever the

balance is. When you have delivered and then the Department of Health pays you, by you I mean either you individually or you both, you indicated that the 200,000 goes back to the main supplier.

MR MATLALA: Yes, to purchase further for, in case we get further RFQs, and then we know that we have got credit with him.

ADV SELLO SC: So if each had contributed a million at the start 200,000 down, that leaving 1.8 million, when you
10 pay back after you have, your account has been settled by the Department of Health, you pay back the 200,000 to the main supplier. The main supplier has this, for lack of a better term, I called it a revolving credit then of 2 million.

MR MATLALA: Of course.

ADV SELLO SC: Okay. And the Department of Health pays one of you, whoever was successful in their RFQ, and you make those transactions to pay to the main supplier.

MR MATLALA: Of course. Yes.

ADV SELLO SC: Oh, okay. So then this you say started
20 around 2018 2019, until when did it maintain?

MR MATLALA: Maybe 2023, I think 2022 2023.

ADV SELLO SC: Okay. Now, how many suppliers are we talking about, rough estimation?

MR MATLALA: How many suppliers?

ADV SELLO SC: Ja, supplier. You said there are many

RFQs. You said there were too many to count. So on that basis, I assume that there are many suppliers, unless I am wrong.

MR MATLALA: Suppliers?

ADV SELLO SC: Main suppliers, yes.

MR MATLALA: Suppliers is, I do not know, okay, I was using my companies. Suppliers, are you referring to companies when you say suppliers?

ADV SELLO SC: I assumed when you brought in the
10 notion of a main supplier, you meant the company that will provide you with the stock that is required.

MR MATLALA: Yes, that is correct.

ADV SELLO SC: Yes. So I want to know this arrangement you had with what you call, quote-unquote, main supplier, how many main suppliers over that period 2018 2019 to 2023 were there?

MR MATLALA: Oh, okay. Ja, it is only one, but he had two companies.

ADV SELLO SC: Okay.

20 **MR MATLALA:** Yes.

ADV SELLO SC: What is this supplier? What is the name of this entity?

MR MATLALA: The one that I cannot remember is called Telox. Please say that again. Telox, T-E-L-O-X.

ADV SELLO SC: Is that a P-T-Y or T-E-L-O-X?

MR MATLALA: I do not know that.

ADV SELLO SC: Mr Matlala, you cannot give over one million to somebody you do not know. You have got to have something.

MR MATLALA: I do not know what is P-T-Y. I do not know that, Commissioner.

ADV SELLO SC: Okay. Now, where is this based?

MR MATLALA: His company?

ADV SELLO SC: Yes, this Telox, where is it based?

10 **MR MATLALA:** His factory, I think, is in Midland, and the other one is in, I think, Jet Park.

ADV SELLO SC: So they are both called Telox?

MR MATLALA: No, the other, I forgot the other, I will find it. I will find the other name and then I will tell you. I will just have to go through. I will find the other.

ADV SELLO SC: So, now we are down to two. In that period, and accepting that you established more or less a revolving credit with either one of them as main suppliers, how much did you personally, how many did you both invest
20 in either to maintain this revolving fund?

MR MATLALA: We started, I think, with one million rands.

ADV SELLO SC: It was a million rand?

MR MATLALA: I am not sure. Ja, from the top of my head, I think so.

ADV SELLO SC: Okay. Perhaps if you give us a range no

more than...

MR MATLALA: Let us say a million rands.

ADV SELLO SC: Is that guesswork or are you...

MR MATLALA: Yes, it is guesswork.

ADV SELLO SC: No, I want more than guesswork.

MR MATLALA: I do not know.

ADV SELLO SC: You deal with too many millions to know where you invested a million or more, right?

MR MATLALA: I am not saying that.

10 **ADV SELLO SC:** Okay. So then, is this revolving fund with the main supplier based on a written agreement?

MR MATLALA: No, it is not.

ADV BALOYI SC: Did we get the second company? We have Telox.

ADV SELLO SC: He said he does not recall the name of the second company.

MR MATLALA: I said I will find it. I do not recall, but I will find it.

ADV SELLO SC: Okay.

20 **MR MATLALA:** Oh, since, Commissioner, I do not know because last time I heard you saying you went to subpoena, the bank statements, it will show there when I was paying the supplier with the reference.

ADV SELLO SC: We would not know who of the many companies is the second one.

MR MATLALA: Yes, but I am saying if you... I do not know even whether I will be having copies of those bank statements. Then I can go through them and then I can, it will show because the reference was medical supply. Then I will know that, okay, this is the other company.

ADV SELLO SC: Okay. You said there was no written agreement in respect of either one of them.

MR MATLALA: Yes.

ADV SELLO SC: You spoke of a 10 percent profit. Again,
10 let us use your hypothetical 200,000 worth of stock which you then acquire. Hand over to the Department of Health, let us say stethoscopes, and then you are paid, you will have your profit in there, correct? When you are paid by the Department of Health.

MR MATLALA: Of course.

ADV SELLO SC: Yes. So it is your company whose RFQ was successful. You pay back the value of the stock, which is 200,000, thus restoring the revolving fund back to its original number of 2 million, right?

20 **MR MATLALA:** Yes.

ADV SELLO SC: Leaving 100,000 as profit.

MR MATLALA: Yes.

ADV SELLO SC: Now, you say you paid 10 percent of the profit. Who do you pay it to?

MR MATLALA: To my business associate, to Mr Maumela.

ADV SELLO SC: So you have got 100,000, you pay 10 percent, which would be 30,000 based on what you have received, right?

MR MATLALA: No, 10 percent of the profit, Commissioner.

ADV SELLO SC: Oh, 10 percent of the profit.

MR MATLALA: Yes.

ADV SELLO SC: So it would be 10,000.

MR MATLALA: Yes.

ADV SELLO SC: So if it were his company that were
10 successful, he would do the same for you.

MR MATLALA: Exactly.

ADV SELLO SC: And if you are operating independently, what is the benefit of this exercise that you work jointly?

MR MATLALA: If I am operating independently?

ADV SELLO SC: Yes, because the RFQ is awarded to you individually or to Mr Maumela. What is the benefit of having this fund, out of which either one of you will gain 10 percent where they have put in no sweat?

MR MATLALA: I do not think I understand your question.
20 Can you please just try to rephrase it?

ADV SELLO SC: Okay. Why should Mr Maumela get 10 percent of the profit that you made when he has contributed nothing?

MR MATLALA: He contributed money because there is money that we put into the main supplier's account and we

agreed that whoever gets a RFQ first, we can take money from there. But you have to give me 10 percent of your profit. So that is your benefit.

ADV SELLO SC: Okay. Sorry. Sorry, I interrupted. I thought you were done.

MR MATLALA: Sorry?

ADV SELLO SC: I thought you were done. I interrupted. My apologies. Please continue.

MR MATLALA: No, it is okay. I was just trying to explain
10 that the benefit is 10 percent of the profit.

ADV SELLO SC: Now, has it ever happened that you provide supplies to the exact amount of what both of you have invested? In this case, we made an example of 2 million. Have you ever exhausted that?

MR MATLALA: Yes, it happens. Okay, before I answer, let me just get you, you are saying, your question is, has it ever happened that I spent more than a million? Is that your question?

ADV SELLO SC: Well, that the entire amount that both of
20 you have invested is used on one single RFQ.

MR MATLALA: Yes, it happens.

ADV SELLO SC: Okay. How often has that happened?

MR MATLALA: Okay, but... it happened a lot. But by then, the business was well established. You can use your own money.

ADV SELLO SC: Please say that again.

MR MATLALA: The business was, ja, I will call it a business. I will say it was well established. If it exists, then you can use your own money. Because you have money that you are making from the profits.

ADV SELLO SC: So you are no longer using the fund?

MR MATLALA: I am saying if it exceeds that amount.

ADV SELLO SC: No, no, no, I do not want it to exceed. I want it to stay below what you have both invested. So have
10 you ever exhausted the fund? You have given the supplier 2 million, and you need to supply stethoscopes worth 2 million.

MR MATLALA: Yes, this is what I am asking, you are saying, meaning that the entire money that is used by the main supplier, I have to use it to get stock.

ADV SELLO SC: Yes.

MR MATLALA: That is what you are saying.

ADV SELLO SC: Okay, yes.

MR MATLALA: Yes, and then my answer to you is, by
20 then, the business was well established. So you can...

ADV SELLO SC: Okay. So, effectively then, let us take you to be the successful bidder, quote-unquote. You use up the 2 million to supply stock based on that RFQ to the Department of Health. What Mr Maumela at the end of the day makes is 10 percent of the profit you make, and he is

lost his entire investment of 1 million. You do not get to repay that.

MR MATLALA: Go back to the question again. He lost the entire 1 million?

ADV SELLO SC: Yes, he invested a million.

MR MATLALA: Yes.

ADV SELLO SC: You used it up together with yours to satisfy an RFQ. And you said your arrangement is that you will then pay him 10 percent of the profit. So his initial
10 investment of 1 million you use up, but you do not get to pay back.

MR MATLALA: That never happened?

ADV KHUMALO SC: Just a moment, Mr Matlala. The broadcasters have asked that you switch on both your mics.

MR MATLALA: Thank you.

ADV KHUMALO SC: Thank you.

ADV SELLO SC: Thank you, Commissioner. So, if you bought stock for 2 million, you used that fund. You and Mr Maumela have both invested a million. You make 250,000.
20 So you give him 10 percent of the profit, which is, you make 2.5.

MR MATLALA: Million?

ADV SELLO SC: Yes. You used up the 2 million in the fund to buy the stock. You get paid 2.5 million by the Department of Health. Correct? To include your profit in

there, you cannot buy and sell for 2 million.

MR MATLALA: I am listening?

ADV SELLO SC: No, am I correct? Because I need you to correct me where I go wrong so I can understand where my confusion arises from.

MR MATLALA: Okay. What is your confusion? Maybe I can clarify that because I am also confused now.

ADV SELLO SC: Okay. The thing is, however way I try to clear my confusion, you do not assist me. I will try again.

10 You both have invested a million each. It is 2 million in the fund with the main supplier. The RFQ is yours. You buy stock from that supplier for 2 million. You provide to the Department of Health. Are we good thus far?

MR MATLALA: Commissioner, first of all, the RFQ does not exceed 500,000.

ADV SELLO SC: Ah-ha.

MR MATLALA: So it cannot be that you can spend the entire 1 million to get stock because the RFQ is obviously less than 500,000.

20 **ADV SELLO SC:** Okay, so ...[intervenes]

ADV BALOYI SC: Can we just amend it this way? You get 4 RFQs of 500 each at a time. It is 2 million. But all of them are 500 each.

MR MATLALA: Okay.

ADV BALOYI SC: So let us work with that on this

question.

MR MATLALA: That is fine, yes.

ADV SELLO SC: Then let us work with that. We are back to 2 million.

MR MATLALA: Then you will use your own money.

ADV SELLO SC: Why lose your own money? You have a fund for 2 million that is sitting with the main supplier.

MR MATLALA: But I am saying if it exceeds what you have there.

10 **ADV SELLO SC:** No, it is not exceeding. It is smack bang 2 million.

MR MATLALA: Okay.

ADV SELLO SC: Ja.

MR MATLALA: Then what is the question?

ADV SELLO SC: You use up that 2 million for your 4 RFQs in the example given by Commissioner Baloyi.

MR MATLALA: Yes.

ADV SELLO SC: You provide whatever is required in terms of each RFQ. The total cost is 2 million. So you
20 have expended that entire fund held by the main supplier. Correct?

MR MATLALA: Of course, yes.

ADV SELLO SC: The Department of Health and on time as required by the PFMA pays you as the contracting party what is due to you in terms of the contract. And the profit

you are going to make out of all 4 is 500,000. So it pays you 2.5 million. Correct?

MR MATLALA: Yes.

ADV SELLO SC: So in that instance do you return 2 million back to the fund?

MR MATLALA: Of course.

ADV SELLO SC: And then of the 500,000 you give Mr Maumela 10 percent.

MR MATLALA: Of course.

10 **ADV SELLO SC:** Then that 2 million stays there again and you get to use it. So that is why I say the benefit he derives from extending 1 million loan to you, is 10 percent of the little profit you make. That is what he gets out of it.

MR MATLALA: So the profit will always depend on the... the 10 percent will always depend on the profit.

ADV SELLO SC: Okay.

CHAIRPERSON: Sorry, sorry. Mr Matlala, there is something I do not think you have factored thus far. If you have, you will correct me. The main supplier, as you call it,
20 will have invoiced you for 2 million in this example. The 500 times 4.

MR MATLALA: Yes.

CHAIRPERSON: And therefore the 200, the main supplier has to be paid the R200, R200 million.

MR MATLALA: R2 million.

CHAIRPERSON: Oh, 2 million. And so that 2 million is gone, so to speak, because the main supplier must get money for the goods supplied. So to continue having 2 million in the account held by the main supplier, you would have to pay in another 2 million, or not?

MR MATLALA: I agree.

CHAIRPERSON: Yes. So that 2 million has gone. And that actually would take us to one of Ms Sello's earlier questions, which would be, now this 2 million has been used
10 up by you in respect of your contracts.

MR MATLALA: Yes.

CHAIRPERSON: What does that mean? Does it mean Mr Maumela would have lost the 2 million? I think you did ask such a question earlier.

ADV SELLO SC: The 1 million, yes.

CHAIRPERSON: We were talking, oh, the 1 million, the 1 million, his half. His half of the 2 million. Or how would you, between the two of you, work that out? Because that is why I think the main supplier's invoice was not factored
20 into the discussion or the debate.

MR MATLALA: Can I answer?

CHAIRPERSON: Yes, please.

MR MATLALA: It is not lost entirely because you are going to buy, you use that money to get stock. So as soon as the department pays you back, they are going to take the

2 million back. So it would be lost, yes, for maybe that period while you are waiting for that payment. As soon as you get the payment, then the money will be back to the main supplier's account. So I cannot say he lost his money. But for that period while you are waiting for the payment, yes, I would say only for that period. That is when I would say the money has gone. But we know that you are going to get your money back.

ADV SELLO SC: Thank you, Chair. Okay, so now we
10 know you had two main suppliers with Mr Maumela. That much we have established, correct?

MR MATLALA: One main supplier who owns two companies.

ADV SELLO SC: Okay, so the payments that you and Mr Maumela make, is it to the one main supplier who distributes to his companies or do you also make payment directly to any one of the two companies?

MR MATLALA: To any of the two companies, yes.

ADV SELLO SC: You make directly?

20 **MR MATLALA:** Yes.

ADV SELLO SC: Okay, so are we talking about three companies or two?

MR MATLALA: The main supplier owns two companies, the main supplier.

ADV SELLO SC: Is the main supplier a company or a

human being?

MR MATLALA: He is a human being who owns two companies.

ADV SELLO SC: Okay, so who is this main supplier? Perhaps if I have a name for him, I will be able to distinguish him from the other companies. Who is this main supplier?

MR MATLALA: I will give you the name of the company. The name I cannot give it to you. Earlier I mentioned that I
10 might be under investigation, I can give you the company.

ADV SELLO SC: Why can you not give the name?

MR MATLALA: Just in case, because I said chances are I might be investigated. We cannot rule out that I am not investigated. During my tea break I was checked on, it is there now, we can show it to you on the computer. They say I am investigated. The thing is I cannot prove it, but...

ADV SELLO SC: We have established one thing. Yesterday you suggested you were under investigation. You undertook to provide documentation to prove you are
20 under investigation. The document you provided does not demonstrate that you are under investigation. Thus far the Commission has got nothing before it to even suggest that you are under any investigation regarding your relationship with Mr Maumela. So we do not work on the basis that on the off chance that you might be investigated. You are

either under investigation or you are not. Thus far you have not established that you are. Do you accept that?

MR MATLALA: No, I do not accept that, Commissioner.

ADV SELLO SC: How have you established that you are under investigation?

MR MATLALA: From the then NDPP, he said it himself. So then I show it, I can ask my legal counsel not to show it to you on the computer, it is there.

ADV SELLO SC: To show me what? You provided us one
10 document.

MR MATLALA: I am sorry, Commissioner. I just checked that now during tea break. When I was searching for any investigation that I can find.

ADV SELLO SC: Yes.

MR MATLALA: Before that, the only thing that I could find is that which I accept that I am not, for that SIU document, for that I accept that I am not under investigation.

ADV SELLO SC: Okay.

MR MATLALA: I am not disputing that. However, I said,
20 because I cannot prove that, it does not mean that I am not under investigation.

ADV SELLO SC: Okay, then you say you found something on the computer. We will check it during lunch. But for our purposes, can you describe the nature of this document you found that confirms that you are under investigation?

MR MATLALA: No, it is an article made by the NDPP.

ADV SELLO SC: Okay. When and what does it say precisely and what crime are you being investigated for?

MR MATLALA: For the Department of Health. I think by then he was the Head of SIU.

ADV SELLO SC: What are you being investigated for, Mr Matlala? If the NDPP says you are under investigation, it should at least tell you what you are being investigated for.

MR MATLALA: For tender fraud.

10 **ADV SELLO SC:** Okay.

CHAIRPERSON: Mr Matlala, perhaps to assist us, you should clarify this. Looking at the arrangement you have told us about, your arrangement with Mr Maumela, depositing money with a supplier, to then use funds out of that fund for the purposes that you have explained, nothing immediately tells me from where I am sitting that there is criminality about that.

I am not saying there is not. But sitting where I am, nothing jumps out of your testimony to tell me that here
20 is the criminality. So I find it very difficult to understand your standpoint that you are being investigated about this specifically. And for you to then refuse to answer the last question that Ms Sello put to you. Do you want to comment on that?

MR MATLALA: Yes, please, Commissioner.

CHAIRPERSON: Yes, please.

MR MATLALA: Chairperson, I am sorry. Chairperson, it is because the investigation, I would not know how wide would the investigation be and I would not even know that which or who are they going to interview or cross-examine. I do not know that. And I do not want to give up names of people who also I might incriminate. I do not want to do that. The question that I was asked from the Commissioner is my relationship with Mr Maumela, which I was willing to
10 comment on that. But anything that has to do with the investigation, I do not want to dwell on that.

CHAIRPERSON: You see, the difficulty then is your response has a good few I do not knows, I do not know, I do not know, I do not know. And you are not able to pinpoint criminality to which you might be subjected and for you to then be in a position to assert the privilege against self-incrimination. So, to cut a long story short, I fail to understand the basis, if you are indeed asserting the privilege in this context. So I do not understand the basis
20 for it.

You remember our debate yesterday about the need for you to identify specific criminality and to, on the basis of that, claim the privilege. So it is on that basis that if you say, I do not know, I do not know, I do not know, and you are not identifying a specific crime, I do not quite get how

you are claiming or asserting the privilege. You want to comment?

MR MATLALA: Chairperson, I want to ask that if there is an ongoing investigation, which I will say again, I will not say hundred percent that I am under investigation. It is what I heard, and it is what I heard also from the then NDPP himself. So, my question is, if there is an ongoing investigation, does that not stand as, the thing is I do not know how the rules apply, or the Commission applies, but I
10 do not know whether, if there is an ongoing investigation, does that not stand as why I do not want to answer a certain question.

CHAIRPERSON: You see, I am engaging you on the basis of the facts that you have proffered. And on that basis, I have said there is no criminality that jumps out of the narrative you have given us. And on that basis, I do not understand how you can assert the privilege. That is the simple basis on which I am engaging you on now. My understanding of what you are saying is that there just
20 might be some criminality of which I have no idea, and on the basis of that, I am asserting the privilege. Surely, that cannot be the basis of asserting the privilege. So, unless you tell us something more concrete, you are not entitled to assert the privilege. Not on this, not on what you said thus far.

Do you accept that basically what you said, or the substance of what you are saying is, I know I am being investigated, and there just might be, you are not saying for a fact there is, there just might be some criminality, and therefore I am not prepared to answer these questions or this question. Do you accept my interpretation of what you said, or my understanding of what you said?

MR MATLALA: No, Chairperson, I beg to differ.

CHAIRPERSON: Yes.

10 **MR MATLALA**: I said, if there is investigation, obviously there is criminality. I am saying, I cannot prove it to you, because what I know is only what the Head of the SIU said, which is something that I can prove it to you is here, on the computer. I can show it to you, that they said themselves that they are investigating me. So that is what I know, and then I cannot just ignore that. They cannot just say that because they were just trying to, I do not know, mention my name for the fun of it. There is something out of it. So I do not know what is that. So that is not something that I am
20 just thumb-stacking.

It is something which is there, and I am saying to you, I can ask my legal counsel now to show it to you on the computer, or we can, I do not know if they can print that article, I do not know, or we can show the computer itself. So that is something which exists. So the thing is, I have

never been approached, and I said I am not going to sit here and lie and say I have been approached about this thing, but what I know is that there is an ongoing investigation.

CHAIRPERSON: You have said for the first time that there is criminality. Earlier, earlier, the substance of what you said was exactly what I said in my interpretation of it. It is for the first time now in your last response that you say there is criminality. But the question that will then arise is, 10 what is that criminality? Because on the engagement you have been having with Ms Sello and my co-Commissioners, nothing jumps out of your testimony and tells us that here is criminality, indicating also what the nature of that criminality is. Nothing jumps out of your testimony to give us that or to tell us that. So you just say there is criminality. What criminality?

MR MATLALA: Chairperson, can I answer?

CHAIRPERSON: Yes.

ADV SELLO SC: All we know ...[intervenes]

20 **CHAIRPERSON:** Ja, I will let you answer just now. All we know is that you pulled funds together, and you then placed those funds in the hands of a quote-unquote main supplier, and then you used those funds in the manner in which you described. Nothing readily tells me what the criminality is. I am not saying there is not any. I do not know. Sitting

here, I do not know. But what I will say is, no criminality immediately manifests itself. So what is the criminality on the basis of which you can assert the privilege?

MR MATLALA: Chairperson, the purpose for us to have that business is to supply medical equipments to the Department of Health. That is when the SIU flagged that there is some criminality or irregularity. I do not know what I can call it. But because the SIU got involved and they are investigating it, obviously the SIU, they investigates
10 criminality. I have not been charged now. I cannot tell you what charge I am facing. I do not know whether it will be fraud or corruption or what. I do not know. But what I know is there is an ongoing investigation. That is a fact, Chairperson.

CHAIRPERSON: Thank you. Ms Sello?

ADV SELLO SC: Thank you, Chair. If I may continue, then I will, for purposes of my question, accept what you say. SIU is investigating. Are you aware of any crime that would have been committed in this arrangement that we have just
20 discussed, that the SIU is likely to uncover?

MR MATLALA: Like I say ...[intervenes]

CHAIRPERSON: Perhaps let us avoid committed. Are you aware of a crime that they could possibly be investigating? Let us avoid committed.

ADV SELLO SC: I will accept that qualifier.

CHAIRPERSON: Thank you.

ADV SELLO SC: So it is actually a better question and I guess a lower threshold.

MR MATLALA: Commissioner, that is why when you are under investigation, they call you a suspect because they have not proved anything that you might have committed. There is a reasonable suspicion that you might have committed a possible offence.

ADV SELLO SC: Yes.

10 **MR MATLALA:** So as I sit here, from my side, I do not know of any wrongdoing that I did. But it does not stop someone from investigating me. So just because I am saying I did not do this, it does not mean now they must stop investigating.

ADV SELLO SC: No, no, no. We are not directing SIU to stop. I am just trying to understand. Remember, so far you are failing on the first front, where you seek to assert your right, to identify the offence that you could potentially be incriminating yourself in. And that is why we are having
20 this debate. Because if at least you had identified the offence, then the Chair, I guess, would have considered your fear of that offence being levied against you in the context of the conversation we are having. We cannot even do that because it is unclear what offence you are worried about or you suspect you are being investigated on.

MR MATLALA: Commissioner, if I can make an example and I say to you that tomorrow I am going to shoot you, obviously you will be maybe wearing a bulletproof or driving an armoured car. I am preparing you for something. Even SIU, I will know by the time they charge me that this is what I am being charged with. But before that, I would not know. So I cannot tell you now, as I sit here, that this is what they are investigating me for. I do not know that. I have not been approached yet.

10 **CHAIRPERSON:** Should we perhaps not request that the evidence leaders and the Commission should have sight of the document that Mr Matlala referred to?

MR MATLALA: Yes, please.

CHAIRPERSON: Which I think he was suggesting, but this is the point he is making. As to how in practical terms we are able to get that, Ms van den Heever?

ADV VAN DEN HEEVER SC: We have got the specific article, it was a press release or interview conducted by, he is now the NDPP, but he was then the Head of the SIU when
20 this was done. So that we can make available. We also have a further progress report dated 2025 that was issued by the SIU that again sort of refers to Mr Matlala being under investigation, being a suspect in this matter.

I have also endeavoured to obtain, that is why I walked out and I have to apologise that I ran this way, just

to get up there was very difficult for me. I have made contact to obtain the full SIU application for you, Chairperson, to assist I think the Commission to do its work, as well as the asset forfeiture unit application. All places where we referred, it is clear for you to see that he is indeed a suspect in a variety of investigations.

I will leave it at that. If you give us, we will endeavour, we do not have the facilities with us, but we will endeavour to get everything printed and provided to you, to
10 assist you tremendously to understand I think what the client, again as a layperson, is trying to convey in very simple terms to you at this point. Thank you, Chairperson.

CHAIRPERSON: May we leave it between you and Ms Sello to arrange for the sharing?

MR MATLALA: By you, I of course refer to the royal you.

ADV SELLO SC: I was going to propose perhaps that we park it so that we can sort out these issues during the lunch adjournment.

CHAIRPERSON: Yes, yes.

20 **ADV SELLO SC:** And just to assure Mr Matlala and Ms van den Heever, they do not have to worry about printing. It suffices to email them and we will take care of the printing, so that should take a burden off their shoulders.

ADV VAN DEN HEEVER SC: Thank you.

CHAIRPERSON: And just in the event, because I have no

idea, because you referred to something additional to the media statement or something, just in case the documents are voluminous, if perhaps you could, even if you share the full documents, if you could identify the relevant parts.

ADV VAN DEN HEEVER SC: We will do our best, Chairperson, thank you.

CHAIRPERSON: Thank you.

ADV SELLO SC: Thank you, Chair. We will work on that during the course of the lunch period. Then perhaps just to
10 close this issue, Mr Matlala, where I understand that there was no agreement. I think you testified as such, no written agreement between yourself and Mr Maumela for this venture. You said there was none?

MR MATLALA: Yes.

ADV SELLO SC: Was there an agreement with the supplier?

MR MATLALA: I said there was none.

ADV SELLO SC: There was none.

MR MATLALA: Yes.

20 **ADV SELLO SC:** Now, you said this is over a period 2018-19, thereabouts, until 2023. That is about a period of four to five years.

MR MATLALA: Yes.

ADV SELLO SC: Rough calculation, I will not hold you to any specific number. Over that period, are you able to say

how much each of you invested in this revolving fund with the main supplier?

MR MATLALA: We were not investing in him.

ADV SELLO SC: Okay.

MR MATLALA: It was a credit, I will say maybe credit.

ADV SELLO SC: Okay. And this credit facility with the main supplier, how much did each of you contribute?

MR MATLALA: Sometimes it would be two million or four million. It will depend on how much we have on that
10 specific time.

ADV SELLO SC: So what is the total amount you would have contributed over the period of four to five years 2018-19 to 2023?

MR MATLALA: Myself? You mean myself and Mr Maumela?

ADV SELLO SC: Yes.

MR MATLALA: I have to do the math.

ADV SELLO SC: Thumb-suck?

MR MATLALA: Ai, I have to do the math, Commissioner.
20 Please can you park it for now and then I will just ...[intervenes]

ADV SELLO SC: Single, double, triple digit, where are we at?

MR MATLALA: I do not know.

ADV SELLO SC: Okay. Well, you will check that during

the lunch as well while we do the other exercise. Now, in participating in this credit, I do not know what to call it, with the main supplier, but you know that I call it a fund, right?

MR MATLALA: Of course, yes.

ADV SELLO SC: So for purpose of my question, let us just call it a fund. And participating in this fund, were you doing it directly as Mr Matlala or were you doing it through any of your companies? Who was the participant in this scheme?

MR MATLALA: You say the payment will come through my
10 personal account or from my business account?

ADV SELLO SC: Yes.

MR MATLALA: Is that the question?

ADV SELLO SC: Well, yes. I want to know whether it is Mr Matlala contributing to this fund or is it Mr Matlala through, is it AK Black Trading, those companies that we are...

MR MATLALA: Yes, it will be through a business account, but because it was not a formal thing, as long as the money is there, I will just send it from whichever company that I
20 have money in.

ADV SELLO SC: No, no, I am happy with that. You remember that you keep suggesting we go look at your bank statements. So I assume, correct me if I am wrong, that there will be bank statements for the company, all your companies, there would be your personal bank statements.

So which bank statements do we look at?

MR MATLALA: It cannot be personal, but it should be business.

ADV SELLO SC: Okay, now of which companies?

MR MATLALA: Let us just because, like I said, I was just using money from any of the companies, so it is safe to just get statements from all the companies.

ADV SELLO SC: Which all the companies? In the morning, Commissioner Khumalo pointed out to you that,
10 was it yesterday, previous engagement about your companies, there is one that, at least one you did not mention, that is now in the list of the SIU application. So can you at least give us the names of the companies through which you participated in the scheme?

MR MATLALA: I said to Commissioner Khumalo that other companies had been deregistered, but by then they were operating. So I will invite you to get, for us to be safe, to rather get all the bank statements, but because other companies were deregistered, I do not know. The thing is I
20 do not remember when other companies were being deregistered, but from 2018 it will be safe to get all of them.

ADV KHUMALO SC: Mr Matlala, surely you are able to tell us that most of the time when I was putting money into the main supplier, I was using Black AK or I was using CAT VIP Services. You should be able to tell us that. And then we

will be able to go look at the bank account of one or two of those to get to the point where you want us to get at. So the starting point is you giving an indication that most of the time when I was investing or I was putting money into this fund with the main supplier, I was using this company or both of these companies. Are you not able to do that?

MR MATLALA: Commissioner Baloyi, I did not want to confine myself only in this specific account, but when you say most, I know that most of the time I was using the Black
10 AK account, but I did not want to just confine myself. The next thing we find that there is other funds.

ADV KHUMALO SC: I will tell you how it assists.

MR MATLALA: Okay.

ADV KHUMALO SC: Once we go into the Black AK bank account and we see that most of the time this is the medical supplier that you were paying money into, when we go to the other bank accounts, then we will look for that entity in those other bank accounts, and that is how we will be able to move forward. So the starting point, if you say it was
20 Black AK, then let us start from there.

MR MATLALA: Of course, yes, yes.

ADV SELLO SC: Thank you, Commissioner. In fact, it is Commissioner Khumalo, not Baloyi.

MR MATLALA: I am sorry, I am sorry, I am sorry.

ADV KHUMALO SC: No, no, you are not the first one, so I

take no offence.

ADV BALOYI SC: I have given up on correcting anyone, Mr Matlala.

MR MATLALA: I am sorry, I am sorry, Commissioners.

ADV SELLO SC: I could not resist, Mr Matlala.

ADV VAN DEN HEEVER SC: Sorry, maybe it would be of tremendous help.

CHAIRPERSON: Your microphone...

ADV VAN DEN HEEVER SC: Sorry, it might be of
10 assistance if I may be so bold as to suggest the following.
We know that the manner in which you work, I would
assume that you are in possession of his bank statements.
I will get the dates, why is it not just handed over?
Otherwise, we are going to go back, it then turns almost
into let us catch you out by what you commit yourself to or
not. If we give you the bank, the entities, you are in
possession of the bank statements provide it to us. We can
then take this matter further. That would be a manner for
us to assist the Commission in that regard. It is an easy
20 thing for the client to go through the various bank
statements and, if possible, then identify what he needs to
deal with.

ADV SELLO SC: Chair, I hear what Ms van den Heever suggests. However, I would like to believe that we are not talking about 10 or more companies involved in this

scheme. There might be two or three. And I am happy to accept that, as he says, some of these companies have since been deregistered, that he subsequently will say to the Commission, oh, I forgot the fourth, which happened to do one transaction. It is possible.

But if there are specific companies and we know what to look out for in their statements, it makes the process easier. What Ms van den Heever wants is us to give them statements. They go through them and say,
10 okay, it is this company, it is that company. These are not events from 20 years ago. Mr Matlala should have some recollection of at least one, two or three companies. And if he says, at least those, there may be more, I would leave it at that.

Then, when we have got the statements, it is to ask him whether this particular transaction by this other company related to the same scheme.

CHAIRPERSON: Let us continue with the questioning. And obviously, once the statements have been sourced,
20 they will be shared.

ADV SELLO SC: Thank you, Chair.

CHAIRPERSON: Thank you.

ADV SELLO SC: Just to clarify, you have spoken of Black AK. Is there any other you can recall as you sit there? No, I think with the Black AK, that will help.

ADV SELLO SC: Okay.

MR MATLALA: Most of the payments were made from that Black AK account.

ADV SELLO SC: Most of the payments were made from that. Now, as at the dissolution of this fund, and I say it is fund, what was the pay-out by the supplier to yourself and Mr Maumela? And by yourself, of course, I mean to the right account of the entity through which you had invested. When you shut down the fund, you said it was until 2023,
10 what was paid out to both of you by the supplier?

MR MATLALA: By the main supplier?

ADV SELLO SC: Yes, what was returned, not paid up, what was returned to you? Because I understood it to always have been your money.

MR MATLALA: Yes, I do not think there was no money left there.

ADV SELLO SC: Oh, you had exhausted the fund?

MR MATLALA: Yes.

ADV SELLO SC: Okay. Now, this kind of arrangement, did
20 it ever involve anyone besides yourself and Mr Maumela?

MR MATLALA: No.

ADV SELLO SC: Just the two of you?

MR MATLALA: Yes.

ADV SELLO SC: Okay. You testified, I think, yesterday, 21st, describing your relationship with Mr Msibi and that

you provided security services to him, if I understood you correctly.

MR MATLALA: Yes, yes.

ADV SELLO SC: And you indicated there that you did not have a relationship. You recall I even asked, I think, of a friendship, and I think you suggested that he was an old man. You recall us having that conversation?

MR MATLALA: No, I said he called me son and I called him Baba.

10 **ADV SELLO SC**: Yes, and that there was otherwise no relationship.

MR MATLALA: A relationship we had because he was my client. But I said, you said business, you were referring to other businesses except rendering security services for him. I do not know relationship in which context are you referring to.

ADV SELLO SC: Okay, perhaps then let us take a step back. Please describe your relationship then, in whatever context there is.

20 **MR MATLALA**: He was a client because I was rendering security services for him.

ADV SELLO SC: Yes.

MR MATLALA: But since the services were for VIP protection, close protection, so most of the times I will be with, not myself as a protector, but as the director of the

company, most of the times I will be with him. And then we will talk about other things, but it is not like a relationship. I do not want to commit myself and say we are friends. We are not friends.

ADV BALOYI SC: You actually said he was old. You could not be friends with him.

MR MATLALA: Yes.

ADV SELLO SC: Why do you accept it when it comes from Commissioner Baloyi and you deny that when I suggested to
10 you that is what you said, Mr Matlala?

MR MATLALA: Okay, it is fine, I said that.

ADV SELLO SC: Now, you say you were not friends. Did you have any business relationship other than your company, by you I mean your company, providing VIP protection to him?

MR MATLALA: Other businesses?

ADV SELLO SC: Yes, other business relationships.

MR MATLALA: No, no, I do not have.

ADV SELLO SC: Okay. Now, did you ever perform any
20 other, any favours or execute any requests by him outside the provision of the VIP Protection Services? Did you ever do anything for him?

MR MATLALA: Yes, he will ask for random things, yes.

ADV SELLO SC: Like what?

MR MATLALA: Like I remember when he wanted to buy a

Rolex for the wife and then he asked me where can he get a Rolex and then I told him where I bought mine and then things like that.

ADV SELLO SC: Okay, I am more interested in actions rather than what you told him. What have you done for him outside providing services?

MR MATLALA: No, no. Done?

ADV SELLO SC: Nothing?

MR MATLALA: Nothing.

10 **ADV SELLO SC:** Okay. Are you aware if he had a relationship with Mr Maumela? Are you?

MR MATLALA: He knew him, yes, but it is not, a relationship again I think it is something which we need to explain it how, when you mean a relationship.

ADV SELLO SC: And that is why I call it a relationship. It could be anything. I have no other term besides relationship. You get to determine the nature of the relationship.

20 **MR MATLALA:** Okay, Commissioner, let me just take you a step back and then maybe you will understand. First of all, he knew Mr Maumela because of me.

ADV SELLO SC: Okay.

ADV BALOYI SC: What do you mean by that? Did you introduce Mr Maumela to him or Mr Msibi to Mr Maumela?

MR MATLALA: Mr Maumela, actually, he was selling his

car and then Mr Msibi wanted to know which car is he selling and that is when they got to know each other and then he ended up knowing him because of myself. Most of the time I will be with him when I go to see him.

ADV SELLO SC: You have got two hims there. You'd be with who when you go to see who?

MR MATLALA: Sometimes I will go with Mr Maumela to Mr Msibi but at some point he wanted to even sell his car.

ADV SELLO SC: What car is this? Do you recall?

10 **MR MATLALA:** It is a Pagani Huayra. I do not know how to pronounce that name. Huayra or something. Pagani Huayra.

ADV SELLO SC: You are a sports fan enthusiast. You cannot call it...

MR MATLALA: It is not English, Commissioner.

ADV SELLO SC: You are an enthusiast. I thought you would know. At least educators know how it is said. So it was the one car.

MR MATLALA: Yes.

20 **ADV SELLO SC:** Now beyond that transaction of buying the car was there a relationship they maintained to your knowledge?

MR MATLALA: A relationship?

ADV SELLO SC: They maintained, yes. Mr Maumela and Mr Msibi.

MR MATLALA: I do not think so, no.

ADV SELLO SC: And was Mr Msibi part of, in any form, part of this – you remember the fund we just discussed. Was he a part of that fund in any manner? Whether as a contributor, an indirect investor or in any form you can think of.

MR MATLALA: No, he was not.

ADV SELLO SC: Did he participate at all?

MR MATLALA: No, he was not.

10 **ADV SELLO SC:** Were you involved, were you ever involved in exchange of monies between Mr Maumela and Mr Msibi? If so, when and under what circumstances?

MR MATLALA: Exchange of money?

ADV SELLO SC: Yes. The paying over of money, the handing over of money. And I say exchange because it could have come from either end.

MR MATLALA: No, no, I do not think so. Paying of money, I do not remember.

ADV SELLO SC: Not Mr Maumela paying Mr Msibi or Mr
20 Msibi paying Mr Maumela. You are not aware of any of those?

MR MATLALA: I actually saw one from the bundles that I was going through but I have been trying, I think it was, when I add those monies together they end up to 4 million I think. But it is part payments 200, 1.3 million, 2 million. I

saw some of the monies there but I do not recall what was that money for.

ADV SELLO SC: So there were payments of monies, now you recall.

MR MATLALA: From what I saw in the bundles, yes.

ADV SELLO SC: Yes.

MR MATLALA: Yes.

ADV SELLO SC: And you say amounted to about 4 million.

MR MATLALA: Yes.

10 **ADV SELLO SC:** And you are not aware how that came about because they did not have a relationship, any kind of relationship beyond the buying of Mr Maumela's sports car.

MR MATLALA: I am saying that is when he got to know him. They did not have a relationship, yes, but it is someone that you can talk to.

ADV SELLO SC: We dealt with the sports car, you say you do not know if he bought it and you say as far as you know there was no relationship beyond that. Did not you say that?

20 **MR MATLALA:** The sports car I know that he did not buy it.

ADV SELLO SC: Yes.

MR MATLALA: Yes.

ADV SELLO SC: And we agreed that beyond the interest in the sports car, whatever the outcome was, there was no

other relationship you are aware of. That was your testimony.

MR MATLALA: Yes, that I am aware of, yes.

ADV SELLO SC: Yes. So how do you become aware of 4 million and the like being paid? What relationship was that between the two of them?

MR MATLALA: I became aware because I saw it in the bundles.

ADV SELLO SC: Okay, forget what you saw in the
10 bundles. Go back in memory, you knowing both Mr Maumela and Mr Msibi, and tell me about the relationship that you were aware of that they had at the time.

MR MATLALA: Comparing my relationship with Mr Msibi, I cannot say Mr Maumela had the same relationship with Mr Msibi.

ADV SELLO SC: Do not compare, just give a description of the relationship as you understood it.

MR MATLALA: He will know him as, because he called me my son, my son's friend.

20 **ADV SELLO SC**: So you are saying it is in that context that there was an exchange of 4 million to his son's friend.

MR MATLALA: I said I do not know what was that payment for, I do not know that.

ADV SELLO SC: So you say you do not know what the payment was for.

MR MATLALA: Yes.

ADV SELLO SC: Were you involved in any manner in the payment?

MR MATLALA: Involved how, Commissioner?

ADV SELLO SC: In any manner, that was the question.

MR MATLALA: It is Mr Maumela who paid Mr Msibi.

ADV SELLO SC: It is Mr Maumela paying Mr Msibi. Were you involved?

MR MATLALA: It is not actually Mr Msibi, because it is Mr
10 Khoza when I see the, what is it called? The proof of payment. It is Mr Khoza. But the money was sent to, the proof of payment I sent them to Mr Msibi.

ADV SELLO SC: Why?

MR MATLALA: I will assume that maybe Mr Maumela asked me to send the proof of payment to Mr Msibi.

ADV SELLO SC: So now we have left the payment of 4 million between Mr Msibi and Mr Maumela, and now it has become payment between Mr Khoza and Mr Maumela. But then you send the proof of payment to Mr Msibi. Am I, is
20 that a fair understanding of what you are saying?

MR MATLALA: You know, Commissioner, if I knew what was the payment, because now what I am about, I will answer, it will be out of assumptions. I do not know what is the payment for, and I do not know, I do not even remember me sending that proof of payment, but because it is there, I

might have sent it, yes, but I do not remember what it was there for.

ADV SELLO SC: I did not ask you what it was for. I am trying to understand. Originally, you said that Mr Msibi, Mr Maumela somewhere, there was an exchange of 4 million that you since reminded of.

MR MATLALA: Yes.

ADV SELLO SC: Towards the tail end of what you were saying, you then introduced Mr Khoza and Mr Maumela, as
10 if the exchange was between the two of them. And then you said you forwarded the proof of payment to Mr Msibi. That is your testimony.

MR MATLALA: Yes, according to what I saw.

ADV SELLO SC: So then I ask, if it is between Mr Khoza and Mr Maumela, why did you send it to Mr Msibi? The proof of payment.

MR MATLALA: I wanted to say, what I will answer it will be based on assumptions, because I do not even remember that thing happening so I will I will assume that maybe Mr
20 Maumela asked me to forward this payment to Mr Msibi.

ADV BALOYI SC: Mr Matlala, who is Mr Khoza in this picture and I am asking because I are trying to make sense of the importance of this evidence.

MR MATLALA: Mr Khoza, I do not know him. Because he said, according to that thing he says Agrippa Khoza, the

name is Agrippa, so I do not know who is Agrippa Khoza.

ADV KHUMALO SC: Do you know why you were sending a proof of payment to Mr Msibi? You, now, your involvement.

MR MATLALA: I said I do not even remember sending that proof of payment but I am not saying I did not send it.

ADV KHUMALO SC: Now that you have seen it.

MR MATLALA: Yes, I would not, before I came here I have been trying to remember obviously that what was this thing, for but honestly I do not. I do not.

10 **ADV SELLO SC:** Thank you.

ADV BALOYI SC: Why would Mr Maumela send proof of payment through you if you knew nothing about what the transaction or what those payments are about and you do not know who Khoza is? You have introduced Mr Maumela to Mr Msibi, they have even tried to do a transaction to sell a car, so they do know each other, they must have each other's numbers. You have to have had an explanation why it is you that is being asked to send proofs of payment. Even if you say it is a while back, unless you are doing this
20 kind of thing many times, I would understand if this was one of many that you did. Assuming there were not many where you were forwarding proof of payments from Mr Msibi to Mr Maumela, I would expect you to have a recollection of how you get involved in this. Ja, you may respond.

MR MATLALA: It is because Mr Maumela never had Mr

Msibi's number, so I forwarded it because I am the one who had Mr Msibi's number, but like I said, I do not recall what was that payment for. I do not even remember me sending that proof of payment, but I see that I did send that proof of payment.

ADV BALOYI SC: Thank you, Ms Sello.

ADV SELLO SC: Thank you, Commissioners. So you concluded that Mr Msibi would have an interest in this proof of payment and that is why you shared them with him? Is
10 that a fair understanding or am I misunderstanding you?

MR MATLALA: I wanted to comment but I said it will be an assumption because I would think maybe Mr Msibi asked him and Mr Maumela, they had some other businesses which I was not aware of and then he wanted, Mr Maumela wanted me to show him that he paid that money, I do not know.

ADV SELLO SC: I am more interested in what either one of them said to you about sharing the proof of payment.

MR MATLALA: I do not remember even that thing
20 happening Commissioner, so I cannot answer that.

ADV SELLO SC: So you are saying you could potentially have just woken up one morning and said it might be a good idea to share this proof of payment with one of them?

MR MATLALA: Commissioner, I am saying ...[intervenes]

ADV SELLO SC: You would not know, you do not

remember.

MR MATLALA: So what was your question?

ADV SELLO SC: My question is you could very well have woken up one cold morning and decide you are going to share this piece of information and give the proof of payment.

MR MATLALA: It cannot be like that, it cannot be like that.

ADV SELLO SC: Okay.

MR MATLALA: For me to do that someone must have
10 asked me to do that.

ADV SELLO SC: Okay, so at least one of them asked you to do that.

MR MATLALA: Of course, yes.

ADV SELLO SC: So you received the proof of payment from one of them and you shared with the other.

MR MATLALA: Yes.

ADV SELLO SC: And you are saying it is because either one of them would have asked you.

MR MATLALA: Of course, yes.

20 **ADV SELLO SC:** That makes logical sense. Now, I would like to refer us to... Commissioner Baloyi, you... Can we go to... There are so many file 1s here, I am going to try and describe. File 1, exhibit bundle, additional chats. That is what it should read on your spine. No, no, no, no. There is still part A, part B, still file 1. It just reads file 1. But it

must have below his name, exhibit bundle, additional chats. File 1. Not B. Just simple file 1. Oh, no, I understand that it has since become 1A and 1B. I worked off one file, so I think it grew.

ADV KHUMALO SC: Maybe help us with the page number.

ADV SELLO SC: I do not even know if it is sequential, I fear. I am starting at least at page 114. I understand it is 1A, page 114. And that should land me on a sheath of papers that reflect some conversations between Mr Matlala
10 and Mr Msibi. Those are the downloaded chats.

CHAIRPERSON: And that is CJC417.

ADV SELLO SC: CJC417, yes.

CHAIRPERSON: Thank you.

ADV SELLO SC: Then I think we are on the same document. Mr Matlala, they have assisted you with that.

ADV VAN DEN HEEVER SC: Sorry, Chairperson, we are not yet there, sorry. We are trying to it.

ADV SELLO SC: Take your time.

CHAIRPERSON: All right, all right.

20 **ADV VAN DEN HEEVER SC:** Is it file 1, part A, page 114?

ADV SELLO SC: That is correct, and it should have a flag reading CJC417.

CHAIRPERSON: Are you there now?

ADV VAN DEN HEEVER SC: I assume, I do not see a chat, but I am on page 114, and I am at the correct tab, so I

will hear what is coming next to see if I can understand what we are busy with.

ADV SELLO SC: I can assure you the chats in page, the first page of 114 are not in white ink. There are no chats at 114. The pack starts at 114. Just to confirm, if you go to 115 and you have regard to what is on the screen, do you have the same?

MR MATLALA: Yes, I do have.

ADV SELLO SC: You have it, Mr Matlala. Ms van den
10 Heever, I have 115 on the screen. Is that what you have in your file?

ADV VAN DEN HEEVER SC: Yes, indeed.

ADV SELLO SC: Okay, then I think we found each other. Mr Matlala, I would like to refer you in this file to page 120, and I am looking at chat number 5. There is an attachment there. It is titled Aircraft Purchase Agreement, and if you stay with this file and go to page 127, that is the printed ...[intervenes]

CHAIRPERSON: Sorry, sorry, did you identify whose chats
20 these are?

ADV SELLO SC: Ja, I thought I did, Chair.

CHAIRPERSON: I might have missed it. I am sorry, I am sorry.

ADV SELLO SC: It is chats between Mr Msibi and mister, Mr Jotham Msibi and Mr Matlala, as appears at page 115.

Thank you, Chair. We were at page 120, Mr Matlala, and that attachment is in your file as page 127. I see it is an aircraft purchase agreement, and I have checked, but it is dated the 21st of October 2020, if you go to the back of it. And this, it would appear, you received from Mr Msibi. Mr Msibi sent to you, that not you sent, correct?

MR MATLALA: We are on 127 now?

ADV SELLO SC: Yes, you see the document at 127?

MR MATLALA: Yes, I see it.

10 **ADV SELLO SC:** Now, let us go back to 120.

MR MATLALA: Yes, I am on 120.

ADV SELLO SC: At 120, looking at chat number 5, there is that document in the green box that says Aircraft Purchase Agreement. I am saying that is that document printed off.

MR MATLALA: Yes.

ADV SELLO SC: Okay. Perhaps, before then, I ask you the question just so we can orientate ourselves. The chats appearing on the left in sort of a white or greyish border, are supposed to be chats from you, and the ones appearing
20 on the right in green are supposed to be chats you received.

MR MATLALA: Okay.

ADV SELLO SC: That is how we read the document. So, on that basis, it would appear that you received this agreement from Mr Msibi.

MR MATLALA: Okay.

ADV SELLO SC: Now, what was this agreement about? It was about a purchased aircraft. What relevance did it have to you, to the provision of services, VIP protection services for you?

MR MATLALA: It does.

ADV SELLO SC: Hey?

MR MATLALA: It does. It is very relevant, but there were some guys who were selling aircraft, yes, and then I was
10 very interested.

ADV SELLO SC: You were interested in buying the aircraft?

MR MATLALA: Yes.

ADV SELLO SC: But the agreement here is between a company, the seller and the buyer, and you are neither.

MR MATLALA: Yes.

ADV SELLO SC: Where were you going to buy it from?

MR MATLALA: No, he was showing me that there was an agreement, but it did not go through, that these guys were
20 continuing to sell this aircraft. But I think that aircraft, I did not even go and view the aircraft. I remember it was in Wonderboom. So, I just lost interest. I do not know what happened.

ADV SELLO SC: Mmm, I am so confused right now. You would pity me if you truly understood. Mr Msibi shares with

you an aircraft purchase agreement.

MR MATLALA: Yes.

ADV SELLO SC: You say you were interested in buying an aircraft, and I say, but this is an agreement between a company called Alpha and the seller. It has got nothing to do with you. Right?

MR MATLALA: Yes, I agree.

ADV SELLO SC: Okay. So, how would you have exercised your interest in buying an aircraft by seeing an agreement
10 concluded by this company, I think owned by Mr Msibi, or it has got an association there with called Alpha, and this other entity?

MR MATLALA: Yes, Commissioner, I wanted to see the details of the aircraft, so I do not know why Mr Msibi sent also the sale agreement with the seller and the buyer. But the intention here was to purchase the aircraft. So, whether he sent additional documents, maybe it was his oversight, I do not know.

ADV SELLO SC: Okay. So, where do you go shopping for
20 one?

MR MATLALA: An aircraft?

ADV SELLO SC: Yes.

MR MATLALA: Where?

ADV SELLO SC: Yes.

MR MATLALA: You can, from a private seller or you can

go directly to the supplier?

ADV SELLO SC: Okay. So, and I am trying to understand where does this agreement assist you in, you know, following up on the interest you have in purchasing an aircraft? Unless you tell me you were interested in acquiring an aircraft from the same seller. Is that the case?

MR MATLALA: The aircraft does not belong to Mr Msibi. It belonged to some other guys, I do not know them. Mr Msibi was telling me that there are guys that are selling an
10 aircraft. So, one of the guys, I think, is even a technician, because he came to the farm. I remember I had a meeting with him. But we, I found out that the aircraft was not even in good condition, so I did not even go and view the aircraft.

ADV VAN DEN HEEVER SC: Chairperson? I am just as confused as my learned friend. How does this particular issue fit in within the framework of what is being investigated by the Commission? I have allowed the client to answer the question, but it sort of does not fit. I do not see a correlation between what the Commission must
20 investigate and this particular issue.

CHAIRPERSON: Thank you, Ms van den Heever. Ms Sello?

ADV SELLO SC: Chair, it is not a particular issue this Commission is investigating. The Commission is investigating issues reflected in its terms of reference, and

a multiplicity of facts will assist this Commission in making a determination one way or another in respect of any term of reference. So, it cannot be that the challenge is what does this specific question have to do.

We have been discussing the relationship between Mr Matlala and Mr Msibi, after we had done Mr Matlala and Mr Maumela. It is in that context. And perhaps if my learned friend is a bit patient until we get to the end of this exercise, she might just get an answer to her question.

10 Otherwise, we run the risk that to every question, I must say, this particular question refers to the term of reference number 2.2, number 2.6, and that is absolutely ridiculous. Thank you, Chair.

ADV VAN DEN HEEVER SC: Chair, ja, Chairperson...

CHAIRPERSON: Thank you, Ms Sello. Yes.

ADV VAN DEN HEEVER SC: Thank you, Chairperson. I am also here to assist the Commission. My client is here, and in that context, relevance is of course something very important because you have time and time reminded us that
20 your time limits are relevant. I have listened to what she said, and if she says to me, and I will accept it, there is some form of relevance to the terms of reference, and she is going to come to it, I will accept it at this point. But I cannot just sit and allow questions that I do not see the relevance of up front to be asked at this stage. That is my

duty, is to also deal with those issues before you. Thank you.

CHAIRPERSON: Thank you. Ms Sello has made the point that we will see in due course, so that is why I will allow the line of questioning. Please continue, Ms Sello.

ADV SELLO SC: Thank you, Chair. So then you say you did not buy that aircraft?

MR MATLALA: No, I did not.

ADV SELLO SC: Okay. Can we go then to page 122?

10 And at 122, I want us to have regard to chat number 3. This is dated the 22nd of September 2023 if you see at the bottom left of that particular chat, and it is from Mr Jotham Msibi, with a question:

“Must I send the Nedbank one?”

Do you know, do you recall what the conversation is about here?

MR MATLALA: I think this has to do with that proof of... Sorry, Commissioner, and now I am confused also. That payment, was it for Mr Msibi or for Mr Maumela?

20 **ADV SELLO SC:** Well, I do not even know if there has been a payment.

MR MATLALA: No, there is proof of payments. I saw them here.

ADV SELLO SC: No, perhaps let us take it a step at a time. I am looking at this particular message. It says,

which reads:

“Must I send the Nedbank one?”

I do not know what the one is. I thought you might recall.

It comes from Mr Msibi to you.

MR MATLALA: Yes, I see, but also I am confused. I do not know.

ADV SELLO SC: Okay.

MR MATLALA: Yes.

ADV SELLO SC: Let us continue then. Perhaps it might
10 get clearer. Your response follows a chat 4, and you say:

“Nedbank is proof of payment. That is
what I wanted to show.”

MR MATLALA: Yes.

ADV SELLO SC: Okay. What proof of payment was this?
Do you have any recollection? No?

MR MATLALA: Is it not the proof of payment that I... that
are here in the bundles? The Nedbank proof of payments?

ADV SELLO SC: I do not know. I am not a participant in
this chat, and I am asking you to the extent that you can
20 recall.

MR MATLALA: The problem, this thing happened in 2022.
I also do not recall, so I am trying to get some help. So
maybe I... I do not know, Commissioner, I do not know.

ADV SELLO SC: Okay. So, because I think then chat 6
perhaps might help you and I understand better, because at

chat 6 you say:

“This one is the account Morgan sent to deposit money to.”

So, then my reading of it is, these are details of a bank account you are providing to Mr Msibi and saying that this is where, according to Morgan, the money must... the deposit must be made.

CHAIRPERSON: Just for identification, I think you said chat 6, it is 5.

10 **ADV SELLO SC:** Oh, chat 5. I am running ahead, yes.

CHAIRPERSON: The one that says this one is the account Morgan sent to deposit money to.

ADV SELLO SC: That is quite correct, ja. I ran ahead. It is chat 5. I am sorry, Mr Matlala, for confusing you. It is chat 5. So, you clarify that this is the account Morgan sent to deposit money to. Do you see that?

MR MATLALA: Yes, I see that.

ADV SELLO SC: So, it would suggest that Morgan says pay the deposit into this account. That is what is said here.

20 **MR MATLALA:** If you can check the proof of payments, Morgan is the one who sent the money, not the other way around.

ADV SELLO SC: I am dealing with the words I am looking at.

MR MATLALA: The words are confusing even myself. It

would not make sense because if you go back and check the proof of payments, you see Mr Khoza is the recipient and Mr Maumela is the one who sent money. So, it cannot... so...

ADV SELLO SC: You are saying to Mr Msibi, this is the account Morgan says to deposit the money into. You say those words. I cannot interpret them for you.

MR MATLALA: No, it says this one is the account Morgan sent to deposit money. Ja, I see. Commissioner, I do not
10 know. I do not want to lie to you.

ADV KHUMALO SC: And it is you talking, Mr Matlala, so you should be able to tell us what you were saying.

MR MATLALA: From what we discussed, it must be that it is either I sent an account number to Maumela to pay to Mr Msibi. I will assume that is what happened here.

ADV SELLO SC: That would not dovetail with that because you are suggesting Mr Maumela paying Mr Msibi, but what you are saying here is it should be the other way around, Mr Maumela being the recipient.

20 **MR MATLALA:** Or maybe it is my English. I was supposed to say Mr Maumela... You know, it is very difficult for me to justify something that I do not even remember, so what I am working on here is just assumptions.

CHAIRPERSON: Sorry, Mr Matlala, you should please, please wait until Ms Zillow is done. Do not speak over her.

We will have problems with the transcript.

MR MATLALA: Okay, thank you, thank you, Chairperson.

ADV SELLO SC: Thank you, Chair.

CHAIRPERSON: All right.

ADV SELLO SC: And I too, at times I think I am guilty of that, so I will take the Chair's caution as well. Let us see if we can, you and I can understand what you meant then by following these chats. At chat 6, you then, at the bottom of page 122, you say:

10 "It is FNB."

I take it, it is FNB account.

MR MATLALA: Ja, I see it. I see it.

ADV SELLO SC: So you are informing Mr Msibi about an FNB account, if we read it together with chat 5, into which the deposit must be made and that you got this detail from Mr Morgan. Would that be a reasonable interpretation at least?

MR MATLALA: It cannot be.

ADV SELLO SC: Okay.

20 **MR MATLALA**: Because I remember even this period, it was during Mr Msibi's wedding, and he paid money to my account for the security there at the venue. So there is money that Mr Msibi paid to my account for the wedding.

ADV SELLO SC: Okay.

MR MATLALA: So I think this is something different.

ADV SELLO SC: Yes, it is not paying you, it is paying...

MR MATLALA: No, it is paying me.

ADV SELLO SC: Huh-uh.

MR MATLALA: There is a date here, Commissioner, it is easy to verify this. We just go to the bank statements, we can verify it.

ADV SELLO SC: I thought this is a payment, I do not know from who to who, but between Mr Msibi and Mr Maumela. How do you get into the equation now?

10 **MR MATLALA:** No, I am saying, I know during this period, Mr Msibi paid money to my account.

ADV SELLO SC: Yes.

MR MATLALA: And we have a date here.

ADV SELLO SC: Oh, okay.

MR MATLALA: I am saying for us to prove that is to go to the bank statements and check the dates, then we will see that it is either a day after or the same day the money was paid to my account.

ADV SELLO SC: So you say he was paying for a wedding,
20 I thought you said...

MR MATLALA: Security, yes.

ADV SELLO SC: Security?

MR MATLALA: Yes.

ADV SELLO SC: This might just help us then. Let us get it out of the way. If we go to page 116, the very first chat at

page 116, entitled Wedding Package 2022. Do you see that?

MR MATLALA: Yes, I see it.

ADV SELLO SC: Okay. Now, at chat 3, you give a number and you say:

“Mawethu Bodyguard”

And then you give the name of Cordelia Matlala at chat 5, you explain:

“That is my wife, Baba.”

10 And Mr Msibi responds at chat 6:

“Cool, son.”

So that is what 116 reflects. Do you see that?

MR MATLALA: Yes, I see it.

ADV SELLO SC: Then if we go overleaf at 117, chat 2, you say:

“Just deposit 350K, I will take care of the rest, Baba.”

Do you see that?

MR MATLALA: Yes.

20 **ADV SELLO SC**: To which he responds at chat 3:

“Will do tomorrow.”

MR MATLALA: Okay, Commissioner, this is the account that I was trying to say that money was paid to my account. I see there is, before that, there is also an account number, if you can see. Before the, just deposit 350K, there is an

FNB account.

ADV SELLO SC: Sorry, please say that again.

MR MATLALA: I am saying, just before you go to this chat where I said to him, just deposit 350K, I will take care of the rest.

ADV SELLO SC: Yes.

MR MATLALA: Before that, there is an account number that I sent to him.

ADV SELLO SC: Okay.

10 **MR MATLALA:** Yes.

ADV SELLO SC: So then, this, I brought us here to show you the payment and the conversation about payment for the services at the wedding. This is this conversation.

MR MATLALA: Yes.

ADV SELLO SC: Okay. So when he says, will do tomorrow, he means I will do to the account number you have provided.

MR MATLALA: Yes.

20 **ADV SELLO SC:** Okay. Now, if we go back then to what we are trying to understand what you meant when you, at page 122, that payment cannot then be for your services at the wedding because it is settled.

MR MATLALA: Yes.

ADV SELLO SC: It has now to have to be for something else. And you introduced, as I indicated, at chat 6, that it is

an FNB account that Morgan sent for the money to be deposited into.

MR MATLALA: Do we have a ...[intervenes]

ADV SELLO SC: You see the distinction between the two?

MR MATLALA: Yes, no, it completely makes sense.

ADV SELLO SC: Okay.

MR MATLALA: But do we have an account number for this FNB?

ADV SELLO SC: You have not written it down here.

10 However, there is an FNB at page 154. But then, I do not know if you will help us, you will be able to help us, because you remember if I show you. If you go to page 154, there is the account confirmation letter. But that is for a company, (Pty) Ltd there, with the account number. It is an FNB one. But I am not sure if it relates to the FNB account that you referenced here at page 122.

MR MATLALA: Yes, I see it, but I do not know this company. I do not know this company.

ADV SELLO SC: Okay. If... Let us see if we can get
20 clarified. As a matter of interest, if we go to page 123, chat 4, 5, 6 and overleaf at 124, chat 1, that seems to be pictures of a blue, fancy-looking vehicle. And at chat 2, is that the name we are trying to pronounce? I dare not. At page 124, chat 2.

MR MATLALA: 124, yes.

ADV SELLO SC: Chat 2, you wrote that Pagani, is that the vehicle whose pictures appear before the name of Pagani.

MR MATLALA: Yes, I see it.

ADV SELLO SC: Okay. No, I say, is this the sports car that you were suggesting Mr Msibi wanted to buy?

MR MATLALA: Not wanted to buy. He was looking for a buyer, Mr Maumela. He wanted Mr Msibi to get him a buyer.

ADV SELLO SC: Oh, I see. This is the vehicle.

10 **MR MATLALA:** Yes.

ADV SELLO SC: I was hoping you will call the name of that vehicle again.

MR MATLALA: Yes, it is Pagani.

ADV SELLO SC: And I have got a second word, Mr Matlala, please.

ADV VAN DEN HEEVER SC: Huayra.

ADV SELLO SC: Sorry, ma'am?

ADV VAN DEN HEEVER SC: Huayra.

ADV SELLO SC: Oh, okay. I dare not pronounce it back.

20 Thanks for the assistance, Ms van den Heever. Then it appears again at 125. It is still blue. I take it, it is the same car. And what I want to get to is page 1... apologies, I lost my place for a second there. 179.

MR MATLALA: Page 179.

ADV SELLO SC: 179 of the same file. It is a series of

them, four, to be exact, 179 to page 182. Have you found it?

MR MATLALA: Yes, I have, ma'am.

ADV SELLO SC: Okay. They all seem, these are notification, payment notifications, they are all issued by Nedbank and the payments seem to have been made on the same day, 22nd of September 2023, if you just cast your eye on the date against the entry date of payment. Do you see that?

10 **MR MATLALA**: Yes, I see that.

ADV SELLO SC: The first one, and it has got no timestamp, so I do not know which, the order in which they were paid. The first one I see it is paid from account, the account holder is supposed to be the entity identified there. I do not know if it is redacted. Do you see that entity?

MR MATLALA: On what, on which page?

ADV SELLO SC: 179. You see payer details at the bottom.

20 **MR MATLALA**: The entity you mean referring to the recipient?

ADV SELLO SC: No, no, okay, it says notification of payment. Do you see where I am reading? Okay, let us take it in the order they, we have got the date. Have you located the date?

MR MATLALA: Date of payment, yes.

ADV SELLO SC: Yes, with the reference number following?

MR MATLALA: Of course, yes.

ADV SELLO SC: The beneficiary details, it says the recipient is Mr AM Khoza.

MR MATLALA: Yes.

ADV SELLO SC: And the recipient reference is M Maumela. Do you see that?

MR MATLALA: Yes.

10 **ADV SELLO SC:** And the amount is for 1.3 million.

MR MATLALA: Of course, yes.

ADV SELLO SC: And then it gives the account, or part of the account number, and it says payer details paid from account holder. Do you see that?

MR MATLALA: I see that.

ADV SELLO SC: Do you know that entity?

MR MATLALA: No, I do not know it.

20 **ADV SELLO SC:** The next one at page 180 is the same, but this time it is for 200,000, and except it comes from a different account holder, Wafra Consulting. Do you know that company?

MR MATLALA: I do not know the company.

ADV SELLO SC: The fourth one at 181 is for, looks like 3 million, if my zeros are correct. And it is the same as the first entity that paid 1.3 million. Once again, the recipient

being Agrippa Khoza, and the reference being M Maumela.

Do you see that?

MR MATLALA: Yes, I see it.

ADV SELLO SC: And the last one at page 182 is for 500,000. Similarly, the recipient identified as Agrippa Khoza, and the reference being Maumela. And this is paid from the account of Wafra Consulting, and you said you do not know who that is.

MR MATLALA: No, I do not know them.

10 **ADV SELLO SC**: Now, you said you facilitated the delivery of these proofs of payment to one or the other. You do not recall why. Maybe because the one asked you to. Do you remember that conversation?

MR MATLALA: Yes, I remember.

ADV SELLO SC: So now, looking at this, you say the recipient is Mr Khoza, and it is paid from that account holder. On what basis do you suggest that, I think you did advance the basis, that this is payment by Mr Maumela?

MR MATLALA: From the recipient's reference.

20 **ADV SELLO SC**: Oh, the recipient's reference is what tells you?

MR MATLALA: Yes.

ADV SELLO SC: Okay, it does not say ...[intervenes]

MR MATLALA: No, not the recipient's reference. The recipient is Mr Agrippa.

ADV SELLO SC: Yes.

MR MATLALA: The payment, ja.

ADV SELLO SC: And I am trying to determine who is paying. You had suggested it was Mr Maumela, and looking at this, I am trying to understand on what basis you say it is Mr Maumela.

MR MATLALA: Yes, it is Mr Maumela paying Mr Agrippa.

ADV SELLO SC: Why do you say it is Mr Maumela paying?

MR MATLALA: I am checking the recipient's reference and
10 the recipient.

ADV SELLO SC: You remember we just looked at payer details, and you said you do not know what that company is. That is the payer. That is the one paying.

MR MATLALA: Say that again?

ADV SELLO SC: The payer details are the details of the entity paying, and you said you do not know that entity.

MR MATLALA: I do not know this entity, yes.

ADV SELLO SC: Yes. So the reference, the recipient
20 reference is a reference that will appear on the side of the person receiving the money.

MR MATLALA: Of course, yes.

ADV SELLO SC: So it does not suggest that Mr Maumela paid. It is what the recipient will see reflected, and will know this is M Maumela, whatever that may mean for the recipient.

MR MATLALA: I agree.

ADV SELLO SC: Okay, so then my question is, where did you obtain these POPs to provide to Mr Msibi?

MR MATLALA: Where did I obtain them?

ADV SELLO SC: Yes.

MR MATLALA: Does this chat not show... the receipt...? I do not know, oh, this is my phone, right?

ADV SELLO SC: Yes.

MR MATLALA: Yes, so we do not have them in my phone?

10 The proof of payments?

ADV SELLO SC: These are downloaded from your phone.

MR MATLALA: Yes, I am saying it does not show where they come from.

CHAIRPERSON: No, no, no. It must be from Mr Msibi's phone, because with chats, if it is on your phone, what you write will be on the right-hand side, and the person you are writing to will be on the left-hand side.

ADV SELLO SC: I am duly corrected. It is from Mr Msibi's phone.

20 **CHAIRPERSON:** Yes.

ADV SELLO SC: Yes. So reflecting the exchange between you and Mr Msibi regarding these proofs of payment, somebody gave them to the other. Do you recall who did and for what purpose?

MR MATLALA: It should mean that I sent them to Mr

Msibi.

ADV SELLO SC: Now, having gone through this exercise, do you recall why you would have done so?

MR MATLALA: I am not saying I have done it. I am saying according to the chats here, it shows that I sent them to Mr Msibi, according to the chats.

ADV SELLO SC: Okay, now I am asking, you remember at the beginning, you said it was what, how many, four years ago? You do not remember. We went through this
10 exercise, saw the car and everything. I wanted to see, has anything triggered your memory to remember why you would have sent these to him?

MR MATLALA: Before today, I have been going through this thing for quite a while. I do not remember this thing at all, at all.

ADV VAN DEN HEEVER SC: Chairperson, maybe I can just be assisted for my learning because maybe I am very confused because if you look at the bottom chat on 122, it refers to FNB. And if we go back to these deposits, they
20 are all seemingly Nedbank. So if the, I do not understand then how the one is brought to the other one, if these relate to Nedbank and my client, according to what is stated at the bottom, chat number 6, 122 says it is FNB.

It does not, maybe my learned friend can just assist me because I understand, I tried to look now at the

electronic bundles that we got and it is seemingly my junior says those electronic bundles differ in what you can pick up as the PDFs that is at the top from what we have been sent later on.

ADV SELLO SC: I will try and do so and I hope it is helpful. If we start at 121, page 121 of the same file from chat three, there are five PDF documents. We are going to try and get into the other system that will allow us to double click on the screen and open.

10 **CHAIRPERSON:** Please project.

ADV SELLO SC: Yes, it tends to delay sometimes. Sorry, Chair. So Ms van den Heever from 121, you see them.

CHAIRPERSON: Should we not start that process at ten past one?

ADV SELLO SC: Okay.

CHAIRPERSON: Ten past two, I am sorry.

ADV SELLO SC: We have it, Chair.

CHAIRPERSON: Let us adjourn and resume at ten past two.

20 **INQUIRY ADJOURNS**

INQUIRY RESUMES

CHAIRPERSON: Yes, Ms Sello.

ADV SELLO SC: Thank you, Chair. Chair, before we broke for lunch, we were dealing with the POP's from Nedbank and I think Ms Van den Heever had raised some

issue. I indicated that the version of the chats we have that are ready for projection and properly redacted, we cannot double click on the attachment to show it is. However, we have received the unredacted version, the electronic one, and we are happy to share with Ms Van den Heever, because it is the same as appears in the file, to show that the PDF's that I referenced starting at page 121 from chat 3 are the actual POP's that we have printed out, and attached from page 179.

- 10 **ADV VAN DEN HEEVER:** Chairperson, the attorneys have dealt with my juniors and indicated these were additional ones that were received, but we are on the same page right now. So electronically, we are up to date, and I know the references. We are not waiting for that, I understand. We still do not have the electronic part, but I know the documents that I do have with cross-references is apparently according to what we are going to get.

- ADV SELLO SC:** Yes, what you would have are the, what we call the Msibi chats. They are in the file. But even if
20 you were to get them electronically, I am saying the version is such that you cannot double click, as you normally would, on the attachment, because they were prepared for purposes of flighting. What we have done is print them out, and this is what we have from page 179. What I undertake to do, and what we will be doing shortly, is to share with

you what I call the live version that would permit you to double click and open that PDF and see it is what we have printed from page 179.

ADV VAN DEN HEEVER: Indeed, that is what we requested. We must be able to, when we peruse through the files, if there is an attachment, be able to click on the attachment and verify for ourselves what the position is. Thank you, Chair.

ADV SELLO SC: That is what we should be doing. So, Mr
10 Matlala, then I trust you followed my engagement with Ms Van den Heever about these POP's from Nedbank.

MR MATLALA: Of course, I did.

ADV SELLO SC: And these POP's are sent by yourself to Mr Msibi, you confirm?

MR MATLALA: Yes, forwarded to me, to Mr Msibi, yes.

ADV SELLO SC: From you to Mr Msibi.

MR MATLALA: Yes.

ADV SELLO SC: And the discussion we were having was why you would, and seeing as the account holder are two
20 different companies which you suggest you do not know anything about.

MR MATLALA: Yes.

ADV SELLO SC: And we resolved that the name M Maumela against the recipient reference does not indicate the name of the payer. The name of the payer is the entity,

as appears at the bottom of the POP, correct?

MR MATLALA: Okay.

ADV SELLO SC: Do you have a challenge with that?

MR MATLALA: I am not disputing.

ADV KHUMALO SC: [Indistinct]... [microphone off] sorry, the account holder is the name of ...[indistinct].

ADV VAN DEN HEEVER: Exactly, but then ...[incomplete].

CHAIRPERSON: Perhaps just switch off – oh, ja.

ADV KHUMALO SC: Is the case not – thank you. Ms
10 Sello, is the case not that the account holder is the name of the company? So if you take 179, for example, the account holder is NM 1786. Let me not, ja. But who actually made a payment, that we do not know.

ADV VAN DEN HEEVER: Sorry, the only thing we have got is the reference that we have got.

ADV SELLO SC: Let me try and address that. If we look at 179 ...[intervenes].

MR MATLALA: Yes.

ADV SELLO SC: It says paid from account holder.

20 **MR MATLALA:** Yes.

ADV SELLO SC: And that is the account holder identified there.

MR MATLALA: Yes.

ADV SELLO SC: So I asked whether he knows this account holder, this particular entity, and Mr Matlala said,

no, he does not. I contrast that with the recipient, who is identified as Agrippa AM Khoza. And the recipient reference, so what would appear on the end of the recipient, it would reflect M Maumela. That, I say, does not suggest that it was sent by M Maumela, because it is sent from an account identified at the bottom, unless the owner of that account, of that company, is Mr Maumela.

ADV KHUMALO SC: [Indistinct]... [microphone off].

ADV SELLO SC: Yes, okay. Are you with us, Mr Matlala?

10 **MR MATLALA:** Yes, I am.

ADV SELLO SC: Okay. So now my, the question was, what would be your interest in sending these POP's to Mr Msibi?

MR MATLALA: I did not have any interest.

ADV SELLO SC: Say that again?

MR MATLALA: I did not have any interest.

ADV SELLO SC: Okay. Why would you send these POP's to Mr Msibi?

20 **MR MATLALA:** I think I have mentioned before that I might have been asked to send them.

ADV SELLO SC: You definitively say he did not have an interest, but in answering positively, you say you might have been asked. So either you were asked to do so, or you did so on your own volition. Which is it?

MR MATLALA: I say I might, because I do not remember

these POP's. So what I can only assume is someone must have asked me to send these to Mr Msibi.

ADV SELLO SC: And would it be, would I be guessing correctly that you are most unlikely, as you sit there, to know, to guess who that someone might potentially be?

MR MATLALA: It should be either, it cannot, it should, it can be either Mr Msibi himself.

ADV SELLO SC: Requesting that you send them to him?

MR MATLALA: Yes.

10 **ADV SELLO SC:** And, of course, that would assume that Mr Msibi knows that you have them in your possession to send them in the first place, my logic dictates, otherwise, he would have no basis to ask you to send them.

MR MATLALA: Yes, we will assume that.

ADV SELLO SC: You would assume or know?

MR MATLALA: I would not know why. I will assume.

ADV SELLO SC: Now, okay, we will leave it there because, unfortunately, we cannot put the same questions to Mr Msibi, he is late, so you will hide behind your lack of
20 recollection.

MR MATLALA: I will hide?

ADV SELLO SC: Yes.

MR MATLALA: Why do I need to hide, Commissioner?

ADV SELLO SC: Because you know you sent them. You do not know whether you were asked to send them and that

is highly improbable, I am putting to you. You would know why you do certain things and, therefore, you would know why you sent him those POP's.

MR MATLALA: Commissioner, I do not think what you are saying is fair because, if you want to find out, there is a recipient here, Mr Khoza. I think it is easy to track who Mr Khoza is, then you can get to the bottom of this. But saying I am hiding something, that is not fair.

ADV SELLO SC: But Mr Khoza did not send these POP's,
10 you did.

MR MATLALA: No, I am saying the recipient is Mr Khoza. So this money, what was this money for, I think Mr Khoza can know that. I would not know that. So ...[intervenes].

ADV SELLO SC: In all fairness to me, I did not ask you that. I never asked you what the money was for. The only question I asked you and what you and I are debating is why you sent these particular documents to Mr Msibi. I never asked you what the money was for.

MR MATLALA: But you said I am hiding something.

20 **ADV SELLO SC:** I said you are hiding behind your lack of recollection, yes.

MR MATLALA: If I do not remember, I do not remember. There is nothing I can do. I am not hiding that.

ADV SELLO SC: If we move on, then ...[intervenes].

ADV BALOYI SC: Sorry, before we move on. Mr Matlala,

the difficulty is it is a lot of money involved here and I said to you earlier, unless you are in the business of forwarding notifications for many businesses, if you are in that business, so it is what you used to do as a matter of course, then perhaps there is room to forgive that you do not remember. Because it is this amount of money, it is people that you know, it is very difficult to accept that you have absolutely no recollection of it, where it came from, what it was about, what you were asked.

10 You do not even remember how, you say I do not know, maybe someone asked me to forward it, but it is difficult to accept that that is a truthful and complete answer from you. It is a lot of money that you have forwarded. Mr Maumela is your contact. Mr Msibi is your contact. You have dealings with both of them, Mr Msibi and Mr Maumela. You had and you have dealings with them. There is no scenario, plausible scenario, where you have absolutely no recollection of how a total of nearly R3 million, you have absolutely no recollection of how it came
20 about that you are sharing, you are the one that is forwarding payment notifications to Mr Msibi.

It is just unbelievable, I must say, that you have no recollection whatsoever. It is one thing to offer possibilities. You say, well, we had these dealings and that dealings, maybe it is one of them, but to sit there and say, I

have absolutely no recollection, it is just unbelievable. You may comment if you want to say anything.

MR MATLALA: Yes, Commissioner, I think if it was my money, I will remember. And the second thing is, if the Commission will assist me, like I am saying, Mr Khoza, if I knew that maybe Mr Khoza, if maybe I would know who Mr Khoza is, I might remember what this money is for. But this is not my money and it is not the first time seeing 3 million or 4 million that it will make me to remember. I have made
10 a lot of transactions more than this so, which are mine. So this is not my transaction even. So to remember it, I do not, if it was something which it is the first time seeing 3 million, I will say, oh, that is the first time seeing someone sending 2 million to someone else. But it is not the first time. So, it is not something that is a highlight in my life, seeing someone sending someone R2 million. So it, I need to have a reason why I should remember this, but I honestly cannot. This is not something that I am not hiding anything behind.

20 **ADV BALOYI SC**: I will offer you a reason why you should remember.

MR MATLALA: Yes.

ADV BALOYI SC: At page 122, you say to Mr Msibi, on the same day, it is the same day of those payments, you say:

“This one is the account Morgan sent to
deposit money into.”

So, on that day, you, Mr Msibi and Mr Maumela, are discussing monies and payments of monies. That should jog your memory, what it was about. But even that 122, you say, I do not remember it. I am prepared to accept that you deal with big numbers, and so 3 million would not shock you. It would shock me. I would absolutely remember, because I do not deal with those kind of numbers, but I
10 accept that you say you deal with big numbers, so it is unfair maybe to expect you to remember. But at 122, you send a message that says, Maumela has nominated an account into which payment must be made. On the same day, you are forwarding proof of payments that are made, recipient is Agrippa. Mr Maumela is referenced, on the same day. You must be able to remember something. You can comment.

MR MATLALA: Commissioner Baloyi, firstly I want to, when I say it is not the first time seeing someone
20 transacting, I am not saying this in an arrogant manner. I am trying to, I am not boasting. I am not putting it that way. I am trying to explain that it will mean something if it was the first time seeing someone dealing such amount of money, but because I am in a business world, not, not in a way that I am trying to boasting or something. I am not

putting it in that way. I am saying for me to remember, it must be something which maybe it was the first time seeing it happening or something. That is the first thing.

ADV BALOYI SC: And I do accept that and I was not suggesting, and I never understood you as boasting. I do accept you saying that is not how you mean it. But exactly my point, how many times has Mr Maumela nominated accounts that you have to share that information with Mr Msibi? At 122. you say:

10 “This is the account Morgan sent to
 deposit money into.”

That is what you say in 120 and 122. And the simple point I make to you is unless Mr Maumela did this very often with you, on the assumption this is the only one where he has given an account number that you have to communicate to Mr Msibi to make payment. On that assumption I expect you to remember. It is difficult for me to accept that you do not remember. You may comment.

MR MATLALA: I have nothing to say, Commissioner, but
20 the honest truth is I do not remember.

ADV BALOYI SC: That is your answer. Thank you.

ADV VAN DEN HEEVER: Chairperson, maybe I mistook what Ms Baloyi was saying. She said that it was an account that was nominated for him to go and make payment in. That is not what I understood the evidence ...[intervenes].

ADV BALOYI SC: I did not say that and the witness understood me and answered. I did not say that.

ADV SELLO SC: Thank you. Before we leave this topic, you recall that I referred you to page 154, and 154, same file, is that FNB confirmation, account confirmation letter. I do not know how to pronounce that. I apologize if I mispronounce it, whether it is Luthagha or Luthagha Trading Enterprise (Pty) Ltd. You see that?

MR MATLALA: I see it.

10 **ADV SELLO SC:** Did I understand you to say that you do not know this company?

MR MATLALA: Yes, I do not.

ADV SELLO SC: What would you say, what would your comment be if I suggested that there is evidence that this company paid monies into accounts of companies associated with you?

MR MATLALA: The companies that I own?

ADV SELLO SC: Yes, or you are associated with.

MR MATLALA: It is fine, it will assist me to remember, but
20 I do not know this account.

ADV SELLO SC: Also they could potentially have made that payment and you still do not know who this company is.

MR MATLALA: Commissioner, I do not know if by now you have my bank statements. You will check, there is plenty of payments going to my account from different businesses.

So if maybe you will jog my memory or show me something, then I will tell you what, who is the owner of this company. That I would not hide it, but for now I do not know this company.

ADV SELLO SC: Okay, I noted that in response I think to Commissioner Baloyi's question you did highlight the fact that you deal in huge amounts and perhaps you are not as pedantic as some of us who deal in lesser zeros might be, but are you suggesting to the Commissioners that you are
10 willing to accept for the moment that this company could potentially have paid significant amounts to a company associated with you? You cannot deny it outright as you sit there.

MR MATLALA: I cannot, because I do not know, yes.

ADV SELLO SC: Did you have any dealings with this company and if so of what nature?

MR MATLALA: I do not know this company. I am saying if you maybe can remind me then I will tell you what this is for but I do not know this company.

20 **ADV SELLO SC:** I do not know if it is to remind you or whether what you are asking of me is to prove the payments before you can admit whether or not they were made. That is exactly what you are asking me, are you not?

MR MATLALA: Yes, something to prove that I might know this.

ADV SELLO SC: So basically what you are saying is as you look at this company, the businessman that you are, you cannot say to these Commissioners whether or not you have had any business dealings with this company.

MR MATLALA: Of course, yes.

ADV SELLO SC: And if I were to then prove to you payments made, it is correct to assume then you will have a difficulty in explaining to the Commissioners on what basis payments were made to your companies, because you do
10 not know the company, you do not know the business dealings, so you will not be in a position to explain why your companies received money from this particular company.

MR MATLALA: We will have to check the recipient reference, that might help me to remember.

ADV SELLO SC: And if it does not help you remember. then that is it, we are stuck.

MR MATLALA: But it is worth a try than not doing anything.

20 **ADV SELLO SC:** No, no, I am trying to, before I go down a rabbit hole, I want to know where you are sending me and for what purpose, because let me explain. I would expect a businessman of your calibre to know precisely who you are dealing with and who you receive, your companies receive money from and for what purpose. But I will accept that you

have absolutely no clue until proof is provided to you and even that proof of payment just might trigger your memory. That is my take out of this conversation.

MR MATLALA: Of course, yes.

ADV SELLO SC: Okay, it is an interesting proposition. If we go to page 123, there is an attachment there at chat one and that attachment is printed out and appears from page 155. Have you located page 123 of file 1, the same chats file that we are working on.

10 **MR MATLALA**: Page 123. yes.

ADV SELLO SC: Yes.

MR MATLALA: Yes.

ADV SELLO SC: Now you see the first chat there has got an attachment. It is headed:

“CAT VIP lounge proposal: OR Tambo.”

MR MATLALA: Yes.

ADV SELLO SC: And I just pointed out that that actual proposal, which is an attachment there is printed and is in your file, 155.

20 **CHAIRPERSON**: Ms Pooe, can we project, please.

ADV SELLO SC: Apologies for the delay, Chair. Have you found page 155?

MR MATLALA: Yes, I do.

ADV SELLO SC: So I am saying that is the proposal that is attached and referred to at page 123. Can you, we have

flipped through it. It is a proposal, I do not know, it is called “CAT VIP Protection Lounge Proposal”. Are you able to, I do not want to draw conclusions based on what is written in this. What is this about and why are you sharing it with Mr Masibi? Did he have an interest in this proposal or this venture?

MR MATLALA: No, he did not have interest.

ADV SELLO SC: Say that again?

MR MATLALA: He did not have interest.

10 **ADV SELLO SC:** So, and you shared it for the sake of sharing it.

MR MATLALA: To show him well, what am I busy with.

ADV SELLO SC: Sometimes your voice ...[intervenes].

MR MATLALA: I am saying I wanted to show him what I am currently, what is my new project that I am busy with.

ADV SELLO SC: Oh, so you were just sharing your projects with him?

MR MATLALA: Yes.

ADV SELLO SC: Was it by any chance seeking advice or
20 seeking investment in the project?

MR MATLALA: No, not seeking advice or finance. I was just sharing it with him to show him what am I currently busy with.

ADV SELLO SC: Did he ever invest in this venture?

MR MATLALA: No.

ADV SELLO SC: He did not.

MR MATLALA: No, he did not.

ADV SELLO SC: Okay, and lastly I think on these chats, if you go to page 183, now 183 arises from the chats at page, at page 121. There is a document there, second chat, and it is headed "SAD500". You see that?

MR MATLALA: Yes.

ADV SELLO SC: And that SAD500 is reproduced at page 183, printed at 183. And as you know, the SAD500 is a
10 customs declaration form. Confirm?

MR MATLALA: Yes, I confirm.

ADV SELLO SC: And this would appear to be the SAD500, as I say, which is a customs declaration form in respect of the aeroplane, the jet that was acquired by Alpha from this other entity in Angola.

MR MATLALA: Of course.

ADV SELLO SC: Now I see that the exporter there is an Angolan company with a Portuguese name. I will not attempt it. But you see under item 8, importer is identified
20 as Alpha One Group. Now you said you had opportunity to go view this, the aeroplane, on the basis of which Alpha and the seller had concluded that agreement we looked at. Is this the aeroplane?

MR MATLALA: No, Commissioner. I said I did not even go to view the aircraft.

ADV SELLO SC: Oh. Oh, you did not.

MR MATLALA: I did not, yes.

ADV SELLO SC: I thought that you did. My mistake. Okay, I want to leave the Msibi chats, Commissioners, unless there are other questions to the witness.

ADV BALOYI SC: Can I just put this to you, the appearances. You testified previously that your only relationship with Mr Msibi was your VIP CAT Protection and the protection services that you provided to him. Are you
10 prepared to accept that these chats that you have been going through with Ms Sello in fact indicate that you had more than that as a relationship with him. You are sharing with him payment notifications that have Mr Maumela in them as a referee. You are sharing with him or he is sharing with you documents to do with the purchase of a jet. You are now sharing with him what you say was your proposal for a lounge. And we know earlier on you spoke about having introduced him, or Mr Maumela to him and now they are talking about selling each other vehicles, that in
20 fact it is not an accurate reflection what you gave us at first that all I was, was a service provider and no more, that in fact your relationship was more than that. Are you prepared to accept that? Are you or you not? Maybe let me pose this as a question that this exchange you have had with Ms Sello and what I have listed suggests more than just an

ordinary security provider relationship between you and Mr Mswazi. In fact, there is also reference previously, and I think you have told us that where your speedboat, I think it is a speedboat. a jet, lands up, or his lands up at your farm. All of that is more than my relationship with ADT where they are just a service provider and no more. You have more of a relationship with him than what you told us.

MR MATLALA: I testified about his speedboat?

ADV SELLO SC: I think your, his speedboat or his bike at
 10 your farm and Mr Nkosi having to buy batteries. We have all of that information. You also testified to that at the *Ad Hoc* Committee, so that is what is in the public domain. All of that taken together, what I am putting to you is whether you are prepared to concede that the impression you gave us first, the impression that you have given us when you first were asked about the nature of your relationship with Mr Mswazi was not an accurate reflection of your relationship insofar as you said all it is, is I am a service provider. I was a service provider to him of security
 20 services. You may.

MR MATLALA: Yes, Commissioner, I just did not say that. I also said some, most of the time I will go be with him and then he even called me a son, but he was not my friend. That is what I said. But I did, I said also that I did not have any businesses with him except for me rendering services

for him. So the relationship maybe we do not define it the same, so I would not say Mr Msibi was my friend because I sent him a WhatsApp or because he borrowed me his speedboat. So that does not make him my friend.

ADV BALOYI SC: I accept that, that was your answer that he is not your friend, and I really am not in a position to quarrel about it because I do not know anything about your personal relationship with him. I am speaking to the transactions that, including what you said yesterday, you
10 tried something. There is a transaction. I think yesterday or last week you said well, there was an attempt to do a transaction to buy jet that did not succeed. So I am speaking to all of those activities, including you sharing with him what we have seen now to say they speak to or indicate a relationship which is more than just you being a security, personal security provider to him. That is all I am putting to you and asking, are you prepared to accept that is what it indicates? I am not trying to catch you, so do not, please do not try and think where am I going with this. I am
20 being as transparent with you as possible that we have looked at several things, exchanges. You have given us explanations to some of it, some you do not remember, and all I am putting is when you look at all of that, they must lead to an impression, if not a conclusion, that in fact your relationship was not just as a personal security provider or

even his taxis, if that is what you were providing, security to his taxis, there was more to your relationship than just a security provider.

MR MATLALA: Commissioner, then I think my definition of a relationship is something else. So maybe we had to first before I make any comment regarding that, understand what is the definition of a relationship, because I cannot say because I called him or he borrowed me a speedboat or I sent him a WhatsApp, then we have more than a
10 relationship. It was, I know people who had more relationship with Mr Msibi and I cannot compare that with what I had with him. So my view is, when you say more of a relationship, I will always go and check the people that I know he had more relationship with them than myself, then I know that no, I am not even close to that. So I think my definition of relationship that is what made me to say, to comment what I said earlier.

ADV BALOYI SC: Let me say it differently. You had dealings with Mr Msibi outside of your VIP CAT Protection
20 Services that you were offering him. You had other dealings with him. You tried to get into a business venture to buy a plane together. That is your testimony, right. You tried to do a business deal with him.

MR MATLALA: Yes.

ADV BALOYI SC: Yes, that is all I am saying. You were

forwarding proofs of payment, so, and that has nothing to do with you being VIP Protection Services when you forward these messages that there is proofs of payment that you say you do not remember. So the only point I am making is you were not just a security provider to him. You had other interactions with him that had nothing to do with your services as a service provider for protection services. You had other dealings with him, some attempt at doing business together, some you were a conduit for proofs of
10 payment from somebody to him. All of that indicate you had other dealings with him. Forget relationship. You had other dealings with him. Mr Matlala, that should not be difficult.

MR MATLALA: Yes. Ja, dealings I had, yes, but it has to go back to a relationship because we tried to purchase an aircraft. Yes, I take that. So that is a deal.

ADV BALOYI SC: All right, thank you. Thanks, Ms Sello.

ADV SELLO SC: Thank you, Commissioner Baloyi. So I would like to leave the chats with Mr Msibi there for the moment and invite us to move on to another topic. I, and
20 for this purpose I would invite you to pull out your original statement.

CHAIRPERSON: So we put away part A of file 1, what we were dealing with now.

ADV SELLO SC: The chats.

CHAIRPERSON: Yes.

ADV SELLO SC: No, no, Chair.

CHAIRPERSON: Oh, oh, we keep it.

ADV SELLO SC: Well, we just sort of wrapped up the topic on Mr Msibi, but we will be going back to that file shortly.

CHAIRPERSON: All right.

ADV SELLO SC: Thank you, Chair. Have you located your statement, your original statement? It is the file, the thin file that reads “Regulation 10.6 Notice and Statement and Annexure”.

10 **MR MATLALA:** Yes, I have.

ADV SELLO SC: We, at paragraph, at page 15. And page 15 you are dealing with, you are responding to what you were asked in paragraph 2.5.2 of the notice and you were asked to describe your relationship with Mr Motsumi and other detail. To be precise, 2.5 required you to speak to the nature and extent of your relationship with certain individuals listed there, there are nine of them, including your communications and Mr Motsumi is reflected at paragraph 2.5.2.

20 **MR MATLALA:** Yes, I confirm that.

ADV SELLO SC: And your response is that one paragraph where you state:

“I confirm that I know Mr Motsumi and I have done a commercial transaction with him when his company had lent and

advanced one of my companies an
amount of R5 million.”

That is what you stated.

MR MATLALA: Yes.

ADV SELLO SC: And by being so brief are you suggesting
that is the extent of your relationship with Mr Motsumi?

MR MATLALA: Yes, it was a business relationship.

ADV SELLO SC: Do you, besides the 5 million loan
advanced to one of your companies, do you have any other
10 relationship, even if it is a business relationship?

MR MATLALA: Yes, a business relationship, yes.

ADV SELLO SC: Why did you not deal with it at paragraph
19, the nature and extent of that business relationship?

MR MATLALA: Because it never materialized.

ADV SELLO SC: You cannot have a business relationship
that did not materialize.

MR MATLALA: Okay, Commissioner.

ADV SELLO SC: Mr Matlala, if I may. I apologize for
interrupting you. Earlier. you called me Advocate Sello
20 and you corrected yourself and said Commissioner.
Actually, you were correct the first time around. I am not a
Commissioner. They are the Commissioners. You are
going to get me into trouble.

MR MATLALA: Oh, I am sorry. I am sorry.

ADV SELLO SC: Okay. Yes, you may.

MR MATLALA: Yes, I did not mention the other businesses because it is something which we wanted to do, but it never materialized. So the 5 million is something that happened, that is why I have mentioned it.

ADV SELLO SC: Yes, but remember the question wanted you to explain the nature of your relationship with him and I say your response to 2.5.2 is absolutely devoid of that. You are not saying anything about the relationship you have with Mr Motsumi. All you are informing the Commission is that
10 you know him because he loaned 5 million to one of your companies.

MR MATLALA: I said it is a business relationship, Advocate Sello.

ADV SELLO SC: Okay. Also. you have a business relationship?

MR MATLALA: It is a business relationship, yes.

ADV SELLO SC: Okay. Now does this business relationship centre specifically around this R5 million loan or is it beyond the 5 million?

20 **MR MATLALA:** The 5 million is what happened and the other business transactions never, business dealings never materialized.

ADV SELLO SC: So you consider possible ventures where you could both participate and you are saying that they just never materialized?

MR MATLALA: Yes.

ADV SELLO SC: So it is an ongoing business relationship and should an opportunity present itself, chances are that you will both take it.

MR MATLALA: Of course, yes.

ADV SELLO SC: So it is a longstanding business relationship that you have.

MR MATLALA: Long standing, can you please clarify that?

ADV SELLO SC: This relationship did not start same time
10 last year.

MR MATLALA: Of course, yes.

ADV SELLO SC: Okay, it is longer than that.

MR MATLALA: Yes.

ADV SELLO SC: How long?

MR MATLALA: After the wedding of Mr Msibi.

ADV SELLO SC: And when was that, can you give us a timeline?

MR MATLALA: The wedding was in 2022. I do not remember the month, but it was 2022.

20 **ADV SELLO SC:** Okay. And was that your first encounter?

MR MATLALA: No, it was not the first encounter. I saw him before, but it is not the first encounter that I met him, but it is the first encounter that I have been close to and sit on the same table with him.

ADV SELLO SC: So you met at the wedding?

MR MATLALA: I met him before. I am saying at the wedding, after the wedding that is when maybe I would say, because we spent a lot of time sitting on the same table together, that is when I got to know him better.

ADV SELLO SC: And you say this is in 2022?

MR MATLALA: Yes, the wedding.

ADV SELLO SC: And we know that, and I think we discussed this last time you appeared on the 21st, the 5 million loan you reference here is for Medicare.

10 **MR MATLALA:** Yes.

ADV SELLO SC: Ja. And that was presumably after the award of that contract to you?

MR MATLALA: No, it is before the award.

ADV SELLO SC: Before the award?

MR MATLALA: Yes.

ADV SELLO SC: So he invested before the award.

MR MATLALA: He invested, the Medicare is a company, not the Medicare contract with SAPS.

ADV SELLO SC: Okay. So when then was this R5 million
20 investment in Medicare?

MR MATLALA: 2024.

ADV SELLO SC: 2024.

MR MATLALA: Yes.

ADV SELLO SC: Around the same time ...[intervenes].

MR MATLALA: I think early 2024, yes.

ADV SELLO SC: Okay. And ...[intervenes].

MR MATLALA: Because – okay, no, it is fine.

ADV SELLO SC: Okay. No, you wanted to add, please.
Sorry.

MR MATLALA: No, I wanted to, I was reminding myself
that it was just after the, after the funeral of Mr Msibi.

ADV SELLO SC: Okay. And that will still be 2024, early
2024. Have you reminded yourself?

MR MATLALA: Yes, yes.

10 **ADV SELLO SC:** Okay. You had said it was, I think on the
21st it was a written agreement.

MR MATLALA: Say that again?

ADV SELLO SC: You said it was a written agreement.

MR MATLALA: Of course, yes, yes.

ADV SELLO SC: And you had undertaken to provide the
Commission with a copy.

MR MATLALA: Yes, I did.

ADV SELLO SC: And we are not in possession of one yet,
or receipt of one. Are you able to assist?

20 **MR MATLALA:** Yes. I asked my Counsel to get it for me.

ADV VAN DEN HEEVER: Maybe I can just assist. It is
correct, but I think I have indicated to my learned friend too
that we, I have reached out to endeavour to get this
agreement. It is apparently, there was an attorney
involved, but the person that was going to deal with the

legal, the attorneys involved was not available, to put it the other way around, sorry. Mr Motsumi was not available. apparently to give formal instructions to the attorneys to hand it over. I understand he is currently back in the country and that could happen. We have endeavoured to do that but I undertake to again do a follow-up today to ensure that the written agreement is available, because apparently it is with an attorney as I said.

ADV SELLO SC: Noted.

10 **CHAIRPERSON:** Oh, I just wanted to say thank you. Yes, yes ...[intervenes].

ADV SELLO SC: Yes. Apologies for that, Chair. I was going to thank Ms Van den Heever.

MR MATLALA: Sorry, Advocate Sello.

ADV SELLO SC: Yes.

MR MATLALA: Just to clarify this, I do not think it is, it is an acknowledgement of debt. It is not a loan agreement. It is an acknowledgement of that loan.

ADV SELLO SC: Oh, so all along we have referred to it as
20 a loan agreement. You recall on the 21st we actually drew a distinction between the loan you received, by you I mean one of your companies, I think Medicare, from Mr Carrim, yes, and the loan received from Mr Motsumi or one of his companies. We drew that distinction and we were made to understand by yourself that the loan with Mr Carrim was on

a handshake and did not have a loan agreement, a written loan agreement. And you specifically mentioned that this one had a loan agreement, so have we been wrong all along to call that document an agreement?

MR MATLALA: I have been wrong, Advocate Sello. I just remembered that it is an acknowledgment. It is not a loan agreement. I am the one who was wrong.

ADV SELLO SC: So, similarly with this loan of 5 million, there was no loan agreement and therefore – what, do you
10 recall what the terms of the loan were, because I would not expect to find such detail in the acknowledgement of debt.

MR MATLALA: I think they are, I am not sure. I do not remember from on top of my head, but I do not, because earlier I explained that I do not remember the terms, but we should find them in the acknowledgement of debt, I think.

ADV SELLO SC: The terms of the ...[intervenes].

MR MATLALA: Yes, I think they are there.

ADV SELLO SC: Okay. And to your recollection, what were they? Over what period was this loan repayable?

20 **MR MATLALA:** I think within 12 months if I am not wrong.

ADV SELLO SC: 12 months.

MR MATLALA: If I am not wrong.

ADV SELLO SC: Okay. That it was a relatively short period and you indicate, you indicate, so before that, the document then we must, that Ms Van den Heever

references, is she referencing the loan agreement that she says will be obtained from Mr Motsumi or is she referencing the acknowledgement of debt?

MR MATLALA: Yes, it is an acknowledgement of debt.

ADV SELLO SC: So there is no written loan agreement?

MR MATLALA: No, there is not, yes.

ADV SELLO SC: Okay. And on the 21st when you were giving your narrative, you indicated that this loan has been repaid.

10 **MR MATLALA:** Yes, it is.

ADV SELLO SC: In full?

MR MATLALA: Yes.

ADV SELLO SC: Okay. And if it was in 2024, then it would have been repaid by, you said early 24, by early 2025 it was fully repaid.

MR MATLALA: Yes, in 2025, yes.

ADV SELLO SC: Now, having then met Mr Motsumi at the, no, not met, if I understand you correctly you engaged with him at the wedding of Mr Msibi and that is when a
20 relationship between the two of you started. Is that a fair assessment?

MR MATLALA: At the wedding, yes.

ADV SELLO SC: At the wedding.

MR MATLALA: Yes.

ADV SELLO SC: Yes. Now, are you able to characterize

in however many words you can, the nature of that relationship?

MR MATLALA: At the wedding?

ADV SELLO SC: No, the relationship that you developed with Mr Motsumi.

MR MATLALA: I said it was a business relationship.

ADV SELLO SC: Strictly business, no friendship, no.

MR MATLALA: No, not friendship, but what would I say, because last time I said strictly business. Not strictly
10 business, yes. Not strictly business.

ADV SELLO SC: Okay, business including?

MR MATLALA: I am saying not strictly business.

ADV SELLO SC: Yes, because your emphasis is on strictly.

MR MATLALA: Yes.

ADV SELLO SC: So there is a touch of business, but then including other kind of relationship that is not business and I want to get a sense of what?

MR MATLALA: Maybe security.

20 **ADV KHUMALO SC**: Ms Van den Heever, please switch off your mic, because it keeps – that is fine. Mt Matlala, did you socialize with Mr Motsumi? Did you go out to lunch together? Did you have dinners? Did he visit your house? Did you visit his house?

MR MATLALA: No, he never visited my house.

ADV KHUMALO SC: Did you go to lunches together?

MR MATLALA: No, we never went to lunch, but I, at some point I remember he was having lunch somewhere and then I wanted to meet him and he was having lunch and I got ...[indistinct] yes.

ADV KHUMALO SC: Did you bike together or ride together or drive sports cars together?

MR MATLALA: He do not ride bikes, Mr Motsumi. I do not think ...[incomplete].

10 **ADV KHUMALO SC:** What did you do together? We are trying to get to what was the nature of the relationship. What did you do together?

MR MATLALA: You know, I am opening this relationship because last time I confined myself, I said business only and then finally something else. Like doing together is not much, like maybe if there is something that has to do with business I will meet with him, so that is why I was referencing it as a business relationship.

ADV KHUMALO SC: So you met with him from time to time
20 to discuss business opportunities?

MR MATLALA: Yes.

ADV SELLO SC: In fact, I was going to add to Commissioner Khumalo's list to see if you went horse riding and I guess none of those. This is a relationship starting in 2022. Can you give us a sense of the nature of business

ventures you considered? What types of business did you consider, both of you?

MR MATLALA: Not considered. I said the first business that I have proposed to him is this one of Medicare.

ADV SELLO SC: Yes.

MR MATLALA: Yes.

ADV SELLO SC: So you say the first. That would suggest there is a second.

MR MATLALA: No, there is no second.

10 **ADV SELLO SC**: Okay. So what other business interests did you discuss, or do you discuss? Let me not ...[indistinct] because I must, I should not assume the relationship has ended. So what other business interest do you discuss as business?

MR MATLALA: I will give you an example. Not business between myself and him, but if there is someone who is looking maybe for VIP protection he will refer them to me. So I will say it is business but it was not between myself and him.

20 **ADV SELLO SC**: Okay.

MR MATLALA: Yes.

ADV SELLO SC: So he would then seek to assist you to develop your own business, like the VIP protection business.

MR MATLALA: Not assist, because I did not want to have

clients but I was very selective who do I render services to, but because of him and he will know that maybe I will say If his friend maybe needs a VIP protection, then he would refer them to me.

ADV SELLO SC: And you did not discuss any business to benefit him in turn?

MR MATLALA: Business to benefit him?

ADV SELLO SC: Benefit him, because what you are referencing now would be engagements that would benefit
10 your business by giving you referrals. Any business to benefit him?

MR MATLALA: Yes, there was a proposal of investment of, I think it was 20 million, which he was going to benefit in terms of profits. But this is the business that I said it never materialized.

ADV SELLO SC: What was the business about? What did it involve ...[intervenes].

MR MATLALA: The SAPS contract.

ADV SELLO SC: The SAPS contract. Are we talking about
20 Medicare?

MR MATLALA: Yes.

ADV SELLO SC: And what do you mean about, I thought it was 5 million. You referenced 20 now.

MR MATLALA: Advocate Sello, I said 5 million was not for the SAPS contract.

ADV SELLO SC: You said, ja, for Medicare.

MR MATLALA: Yes.

ADV SELLO SC: Okay. So you say the 20 million?

MR MATLALA: And the 20 million was, ja, yes, I needed to, extra money for Medicare SAPS contract.

ADV SELLO SC: Okay, specifically now for that SAPS contract?

MR MATLALA: Yes.

ADV KHUMALO SC: Sorry, maybe I was confused. You
10 say the 5 million was to acquire the Medicare24 or to start it?

MR MATLALA: No. No, no, Commissioner. I said the first 5 million, I think this morning I said the first 5 million was when the first time I had a lease agreement with Public Works for the hospital that was in Pretoria West College ...[intervenenes].

ADV KHUMALO SC: Yes.

MR MATLALA: So I wanted to renovate that hospital. That was, the 5 million was for that.

20 **ADV KHUMALO SC:** I got you.

MR MATLALA: Yes.

ADV KHUMALO SC: So it had nothing to do with the tender?

MR MATLALA: SAPS, yes.

ADV KHUMALO SC: Okay, I am with you.

ADV SELLO SC: Thank you, Commissioner. Okay, I think I have a sense perhaps then of your relationship. Just to a question Commissioner Khumalo asked you, remember the examples he gave you, whether you went speedboating together, riding sports cars, he asked whether you visited each other and you said he had never visited you. You recall that?

MR MATLALA: Yes.

ADV SELLO SC: Have you had occasion to visit him?

10 **MR MATLALA:** Yes.

ADV SELLO SC: And was it still in pursuit of these business interests or were you visiting as a friend?

MR MATLALA: It was business, yes.

ADV SELLO SC: It was ...[intervenes].

MR MATLALA: Yes, ja.

ADV SELLO SC: Business.

MR MATLALA: Yes.

ADV SELLO SC: I take it to discuss your VIP protection referrals and so far what we have is that 20 million
20 investment in the SAPS contract.

MR MATLALA: It is the 20 million investment, not even the VIP protection. It was ...[intervenes].

ADV SELLO SC: Okay.

MR MATLALA: Yes.

ADV SELLO SC: I would like then to, the file that you are,

you still have open, it is file 1. Remember, the same file we were looking at when we were dealing with Mr Msibi's, with chats with Mr Msibi. I am still in the same file. This time I will like to refer us to page 56 of that file. That is under tab CJC307. So we know that you were awarded the SAPS contract in April 2024, correct?

MR MATLALA: Yes, that is correct.

ADV SELLO SC: And you have clarified that the 5 million was not to service that contract.

10 **MR MATLALA**: Yes.

ADV SELLO SC: What funds did Medicare have at the time to service the contract before you started invoicing SAPS?

MR MATLALA: I think I choose not to answer that question because it is an ongoing investigation. That one is a case that is before court.

ADV SELLO SC: Okay. So you did have funds?

MR MATLALA: No, I do not want to comment on that, Advocate Sello.

ADV SELLO SC: Okay. Let us, I invited us to page 56.
20 Ignore the number below. It is a reproduction from another file. Now if I refer us to, no, let us say at 56. The chats here are from, that we have put up from the 11th of December 2024 if regard is had to the first chat, that page 56. That is what I am engaging you on. You confirm that?

MR MATLALA: Yes, I confirm.

ADV SELLO SC: Now, Commissioners, just to check about the filing. You should have file 1.1. Mine is marked 1.1.

CHAIRPERSON: And what is it written besides the 1.1?

ADV SELLO SC: I think the shocker is you are only about to be in possession thereof, Chair.

CHAIRPERSON: Ms Van den Heever, do you have it, yours?

ADV VAN DEN HEEVER: Sorry, Chairperson, when it should be on, it is not on. So, we have got file 1.1. I am
10 sure we are the same place.

CHAIRPERSON: Thank you, thank you.

ADV VAN DEN HEEVER: Thank you very much.

ADV SELLO SC: And in fact, Ms Pooe is commenting here that we appear in this particular hearing to have an obsession with 1. So everything is file 1 or file 1.1 or 1A or 1B and, Chair, we apologize for that. But perhaps on the index of file 1.1, please make a note that these, there are documents numbered Annexure SM1 to SM27. If you could just make a note for yourselves, these are the annexures
20 downloaded from the chat we are about to go through. If you have regard to page 56, the Chair and Commissioners will note at the bottom is a document that is already marked SM1. So SM1 and succeeding annexures are to be found in file 1.1.

ADV VAN DEN HEEVER: [Indistinct]... [microphone off]

record ...[indistinct] electronic copy of this ...[indistinct] just for our own reference and to make it easier on us.

ADV SELLO SC: Absolutely. And together with ...[intervenes].

ADV VAN DEN HEEVER: Sorry, it was again off when it was supposed to be on.

ADV SELLO SC: The previous chat, and they are printed now because the version that is flighted from which they have been reproduced does not, it is not clickable, so we
10 then had to print them, but yes, this set of chats as well will be provided to Ms Van den Heever in the form that she states, which would enable her to click on the document in the chat and immediately open it. But for the moment we will work off the hard copies. Thank you, Chair.

CHAIRPERSON: Thank you.

ADV SELLO SC: Mr Matlala, you understood what I was saying about the relationship between the chats we are looking at from page 56 and this other big file that I think you just got.

20 **MR MATLALA:** Yes, of course.

ADV SELLO SC: Okay. Now by way of example, if you go to file 5, I will start again, to file 1.1, Annexure SM1 appearing. It is numbered 825 of file 1.1.

ADV SELLO SC: Not 827?

ADV SELLO SC: 827, Chair. I do apologize. There is a

number 5 here on the page before me. That is a notification of payment and that relates to, that is the SM1 referenced at the bottom of page 56. Do you understand?

MR MATLALA: Yes, I understand.

ADV SELLO SC: All right. So this is a notification payment and it has as a reference at the bottom “loan repayment”. It is from Mr Vusimusi Matlala - MED. The payment was actioned on the 10th of December 2024 and it appears to be for a million rand and it is made in favour of,
10 is it Bazwimi Factors. Now is that a payment you made to Mr Motsumi?

MR MATLALA: Yes.

ADV SELLO SC: It says loan repayment. Is this in satisfaction of the R5 million loan?

MR MATLALA: Yes.

ADV SELLO SC: Okay. I want us to, we are now in December 2024. Are there any business ventures you are considering at this point with Mr Motsumi?

MR MATLALA: At this point?

20 **ADV SELLO SC:** Yes, in December 2024.

MR MATLALA: No.

ADV SELLO SC: No.

MR MATLALA: No.

ADV SELLO SC: So you are not discussing any further business ventures?

MR MATLALA: Except the 20 million loan, right. We are not talking about the 20 million loan?

ADV SELLO SC: No, that would come later in the chats. It is reflected there, but it is later in the chats. I am interested in the time period. This is December 2024, according to these chats. I was just inquiring whether are there any business ventures you are currently, you were then discussing with Mr Motsumi in December 24.

MR MATLALA: Not that I can think of.

10 **ADV SELLO SC:** Okay. So then if we go to page 58, let me just check something, Chair. Reductions. At page 58. the first block, the first communication, this would appear to be from Mr Motsumi. It is dated the 12th of December 2024 and this appears to be an access code to a property. The estate has been redacted. I trust that you have it in your copy.

MR MATLALA: Yes, I do.

ADV SELLO SC: Okay. Is that Mr Motsumi's residence?

MR MATLALA: Yes, it is.

20 **ADV SELLO SC:** So this is a visit you were paying to Mr Motsumi.

MR MATLALA: Yes, of course.

ADV SELLO SC: Okay. And then this is followed by a number of telephone conversations between yourself and Mr Motsumi and at page 60, the third block there in green,

which would denote it is from you, you say:

“Good day, sir. Just wanted to let you know that I am back and whenever you are available I would like to see you.”

This is the 31st of December 2024. And if you go further down, the third green block on that page you say:

“Can I please have ...”

No, can I stop there. The 31st of December 2024, so you wanted to see him then I take it just for a casual
10 visit. Or by this point had you been discussing some business ventures?

MR MATLALA: It should be the 20 million loan.

ADV SELLO SC: Sorry?

MR MATLALA: I am saying it should be the 20 million loan.

ADV SELLO SC: It should be. So you want to see him here because now by the 31st of December you are pursuing a R20 million loan, correct?

MR MATLALA: Yes.

20 **ADV SELLO SC:** Did he offer it or did you ask for it?

MR MATLALA: I asked for it.

ADV SELLO SC: And you asked because you knew that he could afford to advance such a loan to you.

MR MATLALA: Yes, I know.

ADV SELLO SC: Okay. Now staying on page 60, at the

third block, once again it is the 5th of January 2025. You say:

“Can I please have access code.”

To which he responds:

“It does not work at the gate 4.”

So that is another visit you are planning here. Do I understand that correctly?

MR MATLALA: Yes, I see.

ADV SELLO SC: And I take it you are going to say that
10 you are going to discuss the 20 million loan.

MR MATLALA: I am not saying that, Advocate Sello.

ADV SELLO SC: Oh, okay.

MR MATLALA: I would not remember every time I went to him, because I did not go to Mr Motsumi once or twice. But what I know is that we were discussing about the loan, so, but that day whether it was about the loan, I am not quite sure.

ADV SELLO SC: Oh, so it could potentially have been about the loan or something else.

20 **MR MATLALA**: Yes, I think so.

ADV SELLO SC: Okay. And would it be safe to guess that, of course you will not recall what that something else could potentially have been?

MR MATLALA: I cannot recall because ...[intervenes].

ADV SELLO SC: Ja.

MR MATLALA: It does not even show here.

ADV SELLO SC: Yes. Now. if we go to page 61, at the bottom there is an Annexure SM2 that appears at your page 828. That is a R1,5 million payment once again to, again to Bazwimi Factors from Black AK Trading and SAP. That is now the other company, the other entity of your entities. correct?

MR MATLALA: Yes, that is correct.

ADV SELLO SC: As a matter of interest, before we look at
10 the repayments, how did Mr Motsumi make the payment of 5 million to you, was it in one transaction like an EFT as you are doing your payments or was it in instalments?

MR MATLALA: I think he paid maybe 4 million first and 1 million after, but it was two payments if I remember well.

ADV SELLO SC: And they would have, those would have gone into your account or into the account of Black AK Trading or Medicare.

MR MATLALA: To Medicare, that I remember, yes.

ADV SELLO SC: Okay. And then if we go further, still
20 staying with the big file, at 829 there is another payment by Medicare once again to Bazwimi Factors, and this time for 1,5 million. So by now there are two 1,5 million payments and a million. We are at 4 million.

MR MATLALA: Yes.

ADV SELLO SC: And this is between the 10th of December

and the 4th of February 2025 you have repaid 4 million of the original 5 million loan.

MR MATLALA: Yes.

ADV SELLO SC: If we turn to page 62, once again it appears to be an access code on the 16th of January 2025 provided by Mr Motsumi to you. So that is another visit to Mr Motsumi.

MR MATLALA: Yes, I see it.

ADV SELLO SC: Okay, and if we go overleaf at 63, on the
10 24th of January, this time is the same, access code and once again it is to visit him.

MR MATLALA: Yes.

ADV SELLO SC: And you suggest that you are discussing the R20 million loan.

MR MATLALA: Yes, it should be, yes.

ADV SELLO SC: What about the loan interestingly are you discussing over, there is about now 5 visits?

MR MATLALA: Advocate Sello, if it was only one visit, you will ask that hey, this guy, you do not even persuade him,
20 just give me R5 million now. He wanted a lot of documents from me, so sometimes he want to know why you are struggling with your company, brings more documents and stuff like that. So it was not an easy thing for him to just give me 20 million like that, because the other time he gave me 5 million he said no just like that.

ADV SELLO SC: I can assure you I would never have posed that question because I know for a fact he has given you 5 million without a single piece of paper, just a handshake, because he infinitely trusted you. I have accepted that. That is your relationship. So I would never have asked you how he could consider giving you 20 million. If it was somebody else, yes, I potentially might have asked. But you, you are in the clear.

MR MATLALA: Okay.

10 **ADV SELLO SC:** Okay.

MR MATLALA: Okay.

ADV SELLO SC: We then have at page, you then start sharing with him from page 64, Annexure SM4, and SM4 would be at page 830. And by this time there is a letter of demand that had been issued to you by SAPS and you are responding to that letter of demand at SM4. Do you see that, am I right?

MR MATLALA: Advocate Sello, can you please, I am asking not to engage with these things of, because this is
20 about the contract now and I see it is even on the screen.

ADV SELLO SC: I have not posed the question about the contract.

ADV VAN DEN HEEVER: The issue is it is being displayed on the monitors and that issue is currently one of the things which he is claiming the right to self-incrimination or

anything else, but you displayed it and he asked you to take it down.

ADV SELLO SC: I see what ...[intervenes].

ADV VAN DEN HEEVER: Thank you.

ADV SELLO SC: I see what you mean. It has been taken off screen, but just to place on record that this document was displayed and dealt with extensively during the course of Brigadier Matjeng's testimony.

CHAIRPERSON: May I ask to understand what exactly is
10 the issue about the contract being displayed? There is no question thus far that would tend to implicate Mr Matlala. I am not saying you do not have a basis for saying it should be taken off screen, but I want to understand.

ADV VAN DEN HEEVER: Chairperson, the issue was that it was displayed then. That was what I was trying to convey.

CHAIRPERSON: Oh. Oh, it is a letter of demand, not the contract.

ADV VAN DEN HEEVER: What he was trying to relate to
20 my learned friend ...[intervenes].

CHAIRPERSON: Yes.

ADV VAN DEN HEEVER: Was he said, please, take it down, it is part of the contract. What I, and my understanding from him is it is one of the issues that I have been dealing with that he said I do not want to answer. So

my engagement with my learned friend was, and I think she understood it like that, just take it down because it is not something else at this point in time.

CHAIRPERSON: Yes, yes. No, no, if Ms Sello has agreed that it should be taken down, I have no problem. But still, I just wanted to understand what the issue is exactly.

ADV SELLO SC: Yes, Chair, I think where Ms Van den Heever is correct, as I understood what she meant. What Mr Matlala was taking issue with is that it was being
10 flighted. And her interjection was to point out that his request is that it not be flighted. But we are not at a stage of whether or not we deal with it and it was in response thereto that I said I am advised that the same document has been dealt with publicly and has been flighted during the testimony of Brigadier Matjeng. So that horse has bolted.

MR MATLALA: Yes, but I think by then Brigadier Matjeng was not yet an accused.

ADV SELLO SC: Yes, but it is already out in the public arena. There is nothing to protect anymore. Would you
20 accept that?

MR MATLALA: Myself, I will not accept that because I do not want to be the one who is entertaining that.

ADV SELLO SC: No, you have to accept a certain fact. If it was flighted and it is out there, it is out there. It does not be out there or not be out there because you, Mr Matlala,

accepts it. Do you understand?

MR MATLALA: I hear you, Advocate Sello, but I have got an issue with it because I am the one who need to account for this thing in court. So I am kindly asking that it must not be flighted, please.

ADV SELLO SC: Okay. Then perhaps if you say you have an issue with it, please indicate to the Commissioners what your issue with it is.

MR MATLALA: No, I do not want to engage in anything
10 that is to do with the SAPS contract in public before I deal with it in court.

ADV SELLO SC: But you recall that the Chair pointed out that any right you assert must be in relation to a response to a specific question. You are falling back into that mode where you are suggesting to the Commissioners that a discussion around Medicare24 is completely off the table. Is that what you are proposing?

MR MATLALA: Medicare 24 contract ...[intervenes].

ADV SELLO SC: Contract, yes. Oh, sorry.

20 **MR MATLALA:** Not Medicare24. I have been engaging with you with Mr Motsumi ...[intervenes].

ADV SELLO SC: No ...[intervenes].

MR MATLALA: [Indistinct]... [cross-talking] contract.

ADV SELLO SC: I accept your correction. The contract.

MR MATLALA: Yes.

ADV SELLO SC: Are you suggesting to the Commissioners that the contract is off bounds?

MR MATLALA: No, the contract, I cannot engage in the contract. I cannot engage in it.

ADV SELLO SC: So you are, are you invoking, you say you are invoking your right against self-incrimination each time the reference is made to the contract.

MR MATLALA: I am engaging my right in terms of my free trial rights. I do not want to infringe my free trial rights by
10 engaging in my case before I can do that in court.

ADV SELLO SC: Your section 35 rights. So is it your position that any engagement on that contract of any kind before this Commission will infringe your rights?

MR MATLALA: It will, of course.

ADV SELLO SC: Why, and how?

MR MATLALA: Advocate Sello, myself and you now as we sit here we do not know what is up the sleeves of the prosecutor. We do not know what questions they want to ask or what is their approach. Even myself, you do not
20 know what is my defence strategy. So it is a number of things that can go wrong if we engage in this issue now.

ADV SELLO SC: I think I am having this engagement with you because I am trying to understand the basis on which you say the Commission cannot engage with that contract at all. You recall yesterday I requested that perhaps to assist

the Commission to appreciate the parameters of this right that you are set, that you provide us with the charge sheets in both trials, you recall that?

MR MATLALA: Yes, I do.

ADV SELLO SC: That was a request and unfortunately by this morning you were not, you had not, by you I mean collectively with your team, appreciating that ...[intervenes].

ADV VAN DEN HEEVER: [Indistinct]... we got it ...[intervenes].

10 **ADV SELLO SC:** Let me just finish, if I may. We have then in the interim sought to assist you and have obtained both the charge sheets and they are part of file 11, item 3 and item 7 of file 11. Now we did that precisely to have, to understand what charges you face and to inform us and the Commission generally, the Commissioners, how far to potentially have a conversation with you about this contract. You understand?

MR MATLALA: I hear you.

ADV SELLO SC: Now, the Medicare charge sheet as at
20 item 7 appears from page 90.

ADV VAN DEN HEEVER: Sorry again. Just for our benefit, which file are we going to?

ADV SELLO SC: 11. 11. File 11. It is the file that has the SIU order. File 11, page 90. That should be CJC448, Commissioners. You confirm that is the charge sheet that

was served on you and on the basis of which you are facing the current criminal trial in the Medicare matter.

MR MATLALA: Yes, I confirm that.

ADV SELLO SC: Ja. Now we had requested that we have this before us so that we look at the various charges preferred against you and/or your companies to have an appreciation when you refuse to answer a question as to specifically which offence do you say that question impacts. You remember that?

10 **MR MATLALA**: Yes, I remember that.

ADV SELLO SC: Okay. Now looking then at our page 830, which is that response to the letter of demand for non-performance, what charge in this charge sheet do you suggest that letter impacts and therefore runs the risk of prejudicing you?

MR MATLALA: Advocate Sello, I will repeat it again that I am not a lawyer, so I do not know the tactics of lawyers, how do they approach their cases. So I just want to be on a safe side by not approaching anything that has to do with
20 this.

ADV SELLO SC: Because the approach you want to adopt is precisely the approach that I think the Chair cautioned against, which is you cannot be suggesting a blanket ban on the conversation around the SAPS contract and that any right you seek to assert must be in response to a specific

question. And I am suggesting to you to assist you to determine when it is to invoke your rights, perhaps reference to the charge sheet would assist you because the charge sheet specifies the different offences for which you are charged.

ADV VAN DEN HEEVER: Chairperson, may I at this stage just try and briefly deal with one of the issues that I find difficulties with right at this point. Mr Matlala has indicated to your honourable self and your fellow Commissioners that
 10 he is invoking his fair trial right. He has also indicated to you that he is not a lawyer and he does not know, simply put, about how lawyers deal with these various issues. I understand the approach you have discussed yesterday with reference to paragraph 109 and what is further. And I go back to maybe a little bit to what I have referred to earlier today. When one deals with somebody's section 35 rights, it goes much further than purely the right to self-incrimination, which is the right that you are being afforded under the 47 Act. There is a right that you have got, for
 20 instance, to adduce, put it the other way around, to challenge and produce evidence. There is a right to challenge inadmissible evidence, et cetera, et cetera.

Now those rights you cannot simply ascertain by looking at an indictment or at a charge sheet. Those are issues, legal issues, evidentiary issues that is dealt with by

Counsel and attorneys during the course of a trial. So what I am saying to you, and again with respect, not in the sense that you think I am doing it, I am saying this really with respect is that to say that you have to revert to the judgement wherein Mr Chief Justice Jafta gave, if you look for, I think it is paragraph 111, he clearly states that what he says in 109, he deals with specifically in relation to the fact that he was, that Mr Zuma was subpoenaed at that point.

10 At no stage, and, please, if you can, if I do understand this judgment correctly I would bow to your superior interpretation of this, but this judgment at no stage dealt with your other constitutional rights. At the time, as I said to you when section 3(4) was enacted in the Commission's Act, there was no such thing as a Constitution. We did not have a Constitution that has been time and time ruled by the Constitutional Court to be the superior law of the country.

20 Those fair trial rights that an accused person or a suspect down the line can assert in a court of law has been crystallised almost on a case-to-case basis and very often goes beyond what is contained in section 35. I cannot foresee any situation where reliance, where section 3(4) of the Commissions Act would simply swipe away or brush aside you as an accused person ascertaining before a

Commission of Inquiry, your other rights under section 35, more so because that is not a right.

Then with your section 35 rights is not suspended or ceased to exist the moment you, for instance, appear before the Commission. Those are rights that you can invoke consistently. Because what we have got now, and I have not come across a case, and as I said, Zuma's case is a totally different kettle of fish where a person as in, that sits in Mr Matlala's position had to invoke these rights. It
 10 has been dealt with in other forums. But right now, and it goes back to maybe where we started this morning, it is not, it does not fall within, I would respectfully submit, his realm of knowledge as a legal practitioner to understand exactly what rights can be invoked at which specific time.

That is why I go and I say the rights that you are entitled to as an accused person and a suspect are far wider than the single right that you are afforded under 3(4) of the Commissions Act. And to ask him to now go with specific reference to that and to that issue that is
 20 referenced in a single paragraph that is maybe explained is, I respectfully submit, unfair for the reasons that I have submitted to you right now, because it is not – ja, let me stop there at this point.

CHAIRPERSON: Yesterday when there was particular focus on paragraph 109, what was claimed was the privilege

against self-incrimination. You are making a different point, which refers to section 35 of the Constitution. But what I would say to you, I am yet to give Ms Sello an opportunity to respond, but what I would raise with you is this. Even the section 35 rights, one cannot raise them in the air so to speak. I have had a cursory look at this letter. I cannot claim to have read it so thoroughly that I was in a position to follow everything contained in it. It is quite a lengthy letter and it is not that succinct and a bit difficult to follow.

10 But the point I want to make is I do not understand how, and you would have to explain to me how the section 35 right, the fair trial right, is implicated. I just do not see how.

ADV VAN DEN HEEVER: But, Chairperson ...[indistinct] [microphone off].

CHAIRPERSON: I am saying how that right would be implicated. Of course not in these proceedings, but you mean in the criminal proceedings implicated by what happens here. So what I am saying is I do not see how it
20 will be or would be implicated by what happens here, reference being made to this letter. You would have to address us specifically and not just argue a legal point in the air so to speak. So you would have to make specific reference to this letter. This letter says this and that and that and that and for that reason Mr Matlala's fair trial right

will be implicated. That is where your submissions are seriously lacking.

ADV VAN DEN HEEVER: Indeed. As I said, if that is what you expect of me, I would, I do not know what the time is, I will address you on that issue first thing in the morning. I think we have got enough to continue with, with specific reference to each and every of the points that was *inter alia* made by Mr Matlala ...[intervenes].

CHAIRPERSON: [Indistinct]... [cross-talking] [intervenes].

10 **ADV VAN DEN HEEVER:** In his, in the supplementary affidavit and expand on that with hopefully the bit of legal knowledge I have.

CHAIRPERSON: No, I will not let you off on this, Ms Van den Heever. You have interjected and made legal submissions when questions were being asked around this letter. You could only have been able to do that if you are in a position to answer my question now. Otherwise you are, as I said earlier, you are raising your legal point hypothetically or in the air as I say and you could only do
20 that if you are in a position to address us on the contents of this letter. If you are not, you had no basis whatsoever to raise the legal point. So I would want you to address us now, not tomorrow. I would want you to address us now on this issue. If you say you are only ready tomorrow, why then did you raise the legal point, because it ought not from

where you are sitting now, it ought not to have arisen at all.

ADV VAN DEN HEEVER: I can ...[indistinct] [microphone off].

CHAIRPERSON: Or may I say this, or what you should rather have said, maybe let me not get there. Let me just end it saying I will not let you off that easily.

ADV VAN DEN HEEVER: No, I ...[intervenes].

CHAIRPERSON: Yes.

ADV VAN DEN HEEVER: I can address you on the specific
10 points that I believe is relevant and that was raised by him in his affidavit, the supplementary affidavit and I can raise this specifically to the manner in which those issues are raised as you have invited me to in a criminal trial viz-a-viz the proceedings in this particular case.

CHAIRPERSON: I am saying now, and you say only tomorrow. I am saying tell us how those fair trial rights are implicated in respect of this letter, and I am inviting you to address me on that now.

ADV VAN DEN HEEVER: Chairperson, maybe we are
20 speaking past each other at this point. He was asked, from my understanding, to utilize the indictment that was there, that was referenced by my learned friend and to deal with it. And his answer to that is that I cannot deal with this indictment because I am not a legal person. So that is why I said maybe we are speaking past each other at this point

in time, because I was addressing the fact you cannot give a person an indictment and say use your indictment now and answer the questions.

CHAIRPERSON: I will seek clarity from Ms Sello, unless I misunderstood, and if I did, I will withdraw everything that I have said. Ms ...[intervenes].

ADV VAN DEN HEEVER: [Indistinct]... [microphone off].

CHAIRPERSON: Ja, let me say this. Yes, I understood Ms Sello's reference to the indictment, but I understood Ms
10 Sello to get to the indictment springing from the contents of this letter. So what Ms Sello appeared to me to be saying was let us engage you, Mr Matlala, on this letter. But because you are talking of fair trial rights or whatever else, now let us look at the indictment and see how it becomes relevant to the contents of this document. So now when you make your submissions about the fair trial rights, I say fine, well and good, but make those submissions in relation to this letter. Please correct me. I will immediately withdraw, Ms Sello.

20 **ADV SELLO SC:** There is nothing to correct, Chair, because that is exactly what I said.

CHAIRPERSON: Thank you.

ADV SELLO SC: In fact, the reference to the charge sheet was in a bid to assist ...[intervenes].

CHAIRPERSON: Yes.

ADV SELLO SC: So that we do not unduly stray and be confronted with these responses.

CHAIRPERSON: Yes.

ADV VAN DEN HEEVER: Then I will also withdraw what, the submissions are made right now. Maybe I can, in fact, this particular question to the letter, what my learned friend has tried to indicate to my client about the use of this letter, maybe if I can get a very short few minutes I can try and explain to him some of the issues that was raised by my
10 learned friend as to why she says she can ask him about it at this point. I think I can cut through unnecessary objections at this stage. That is the only issue.

CHAIRPERSON: Let us, no, let us rather see the evidentiary matter that Ms Sello can engage with. 4 O'clock is not that far away from now. Let us just continue, see how things go, Ms Van den Heever, rather than take ...[intervenes].

ADV VAN DEN HEEVER: As I said, because I thought we could cut through this because I understand where she
20 comes from and I think It is a simple explanation to the client might curtail her reasoning why she can and why she argues that it is already out in the public and I can explain to him as to ...[incomplete].

CHAIRPERSON: Let us just see how things go. Let us just see how things go. 4 O'clock we will adjourn and you will

have the time to do whatever you want with your client. Let us continue.

ADV SELLO SC: Thank you, Chair. And I think just for the record we should not conflate the issue that Mr Matlala had, which was fighting the document, which is distinct and separate from any objection he would have with dealing with the document. Those are two separate issues. So for purposes of, I guess, progress I will not fight the document, but I want to ask questions about the document. And then
10 we will take it from there and Mr Matlala will assert whatever right he believes he has in response to a question as I pose it.

Mr Matlala, we were at page 830 of file 11 and that is the letter written by Medicare24 addressed to Lieutenant General DM, Dr MI Fani, Divisional Commissioner, Supply Chain, SAPS. It runs until page 834. You confirm that? You confirm that is the document we are looking at?

MR MATLALA: Yes, I confirm.

ADV SELLO SC: Now ...[intervenes].

20 **ADV BALOYI SC:** Ms Sello, because you are not fighting ...[intervenes].

ADV SELLO SC: 830.

ADV BALOYI SC: I am at the page. Maybe because you are not fighting it you should say who it comes from. You said Medicare, the writer.

ADV SELLO SC: Oh, indeed, indeed. Thank you. To do things properly, it is a letter from Mr Van Wyk, Chief Executive Officer, Medicare24 Tshwane District (Pty) Ltd. It is addressed to Lieutenant General, Dr MI Fani, Divisional Commissioner, Supply Chain Management, South African Police Services, and it is signed by Mr Van Wyk at page 834. You confirm that is what you have at your page 830?

MR MATLALA: Yes, I confirm.

ADV SELLO SC: You took issue with flighting this
10 particular document and for the moment I do not want us to detain ourselves with that debate. I did make the point that the document, the actual document has been dealt with by Brigadier Matjeng, so to the extent that whether or not it is public, it is confirmed it is public because it has been dealt with publicly in this Commission. It is a fact. I am telling you. You cannot dispute it, it has happened. You can only note it, accept it. You note what I say to you?

MR MATLALA: I hear you.

ADV SELLO SC: Thank you. Now this particular letter, it
20 is important, particularly in relation to the rights you think you may have to assert. It has as its topic “Letter of Demand. Non-performance on the contractual obligations. Medicare24 Tshwane District (Pty) Ltd. Health Risk Management Contract”. Then it provides a contract number as we know it, the SAPS Medicare24 contract. Okay,

confirm that. This is what this letter speaks to. It states at the first paragraph that Medicare 24 Tshwane District has been appointed a health risk manager from the 18th of June 2024 under that specific contract and would like the opportunity to respond to the letter signed 4 February 2025 and only received on Monday, the 10th of February 2025. It says at 10:37. You see that?

MR MATLALA: Yes.

ADV SELLO SC: So I am suggesting to you that that first
10 paragraph tells us already what this letter is dealing with. It is a response to a letter received from SAPS. You accept?

MR MATLALA: I do.

ADV SELLO SC: Say that again?

MR MATLALA: Yes, I accept.

ADV SELLO SC: Oh, thanks. And it then proceeds to deal, as I understand it, with SAPS's expressed view to terminate the Medicare contract for non-performance. That is all this letter deals with. Is that your recollection of the letter as well?

20 **MR MATLALA:** Of course.

ADV SELLO SC: Okay. So then it cannot be that its contents in any manner jeopardize any trial you are facing because it was a response to a threat for termination of a contract. That is all it is. Do you accept?

CHAIRPERSON: Not on the basis of criminality, but on the

basis of alleged non-performance.

ADV SELLO SC: Indeed, I confirm, Chair. Do you understand, Mr Matlala?

MR MATLALA: Can you please explain that to me?

ADV SELLO SC: Okay. When I put up this letter, you raised the fact that you are currently on trial regarding this contract.

MR MATLALA: Yes.

ADV SELLO SC: And you and I had an engagement about,
10 you must wait for the question to come because you can only assert your right in response to a specific question posed.

MR MATLALA: Yes.

ADV SELLO SC: So you cannot refuse to answer every question that relates to that contract as a blanket proposition. And accepting that, I say this particular document we are looking at came about after SAPS seemingly on the 4th of February threatened to terminate the Medicare SAPS contract for reason of non-performance
20 by Medicare. That is all it concerns, nothing more.

MR MATLALA: Okay.

ADV SELLO SC: Now I am saying because of the nature of its contents and what is being discussed here, that can have no bearing on, as the Chair says, the criminality or otherwise that is being debated in the criminal case that

you are currently a first accused in. Will you accept that, because this is dealing with a contract that SAPS at the time considered to be live when it issued the threat to cancel. These are all only contractual issues.

MR MATLALA: I do not know that, Advocate Sello.

ADV SELLO SC: What do not you know, sir?

MR MATLALA: No, you are asking me if I know that it will not infringe my fair trial rights.

ADV SELLO SC: No, no, that is my conclusion. I say it
10 only deals with possible termination of a contract. That is all it deals with. And from that I conclude it is, it will, it cannot infringe your fair right trial, your fair trial rights. And if you hold a contrary view, then I invite you to explain to the Commissioners how the issue of termination of a contract could potentially infringe your fair trial rights.

CHAIRPERSON: Again, again I am repeating myself, termination not for the alleged criminality in which you are now facing charges, not at that stage, but termination for failure to comply with your contractual obligations. That is
20 termination for non-performance of your obligations under the contract. Do you get that? And then Mr Van Wyk's lengthy letter is engaging with that and, unless you explain, unless you explain none of that has anything to do with criminality. Do you understand that?

MR MATLALA: I hear you, Chairperson.

ADV SELLO SC: Thank you, Chair. So we know now from your chats that you shared this letter with Mr Motsumi on the 21st of February 2025. If you go to page 64 of the chats ...[intervenes].

MR MATLALA: Yes, it is fine, ja. I know I shared it with him.

ADV SELLO SC: Your voice dropped for a bit. Please repeat it. File, what did we say that file 1 where we have the chat at page 64.

10 **MR MATLALA:** Page 64, yes.

ADV SELLO SC: Okay, so I say we see from page 64 that you shared with Mr Motsumi the response by Mr Van Wyk on behalf of Medicare24 Tshwane to SAPS. You shared that with him.

MR MATLALA: Yes.

ADV SELLO SC: So he became aware that as of the 21st of February 2025 that contract was under threat of termination for non-performance.

MR MATLALA: Yes.

20 **ADV SELLO SC:** And what was the purpose of sharing it with him if I may ask?

MR MATLALA: I think it is the reason why I needed more money.

ADV SELLO SC: Say that again, please?

MR MATLALA: The reason why I needed more money to

fund the contract.

ADV SELLO SC: That you needed more money?

MR MATLALA: Yes.

ADV SELLO SC: Okay, so was this in a bid to support your requirement for 20 million?

MR MATLALA: Yes.

ADV SELLO SC: And if you could have regard to page 830, that letter, 830 of file 1.1.

MR MATLALA: Yes.

10 **ADV BALOYI SC:** Ms Sello, can we close the indictment file?

CHAIRPERSON: Oh, yes, yes, close it. It was just to bring to Mr Matlala's attention that the charge sheets that we had requested are now available. We have obtained them ourselves and are in the file. So each time he seeks to invoke one or other of his rights, we will have to do so with reference to the charge sheet and to see the crimes for which he is currently indicted for.

MR MATLALA: But, Chair, sorry, Advocate Sello, I see
20 you also have that letter from Mr Motsumi.

ADV SELLO SC: Sorry, sir, please say that again?

MR MATLALA: I am saying I was just going through this. I just saw now that you also have that letter from Mr Motsumi that you were asking about.

ADV SELLO SC: What is the letter ...[intervenes].

MR MATLALA: The letter for acknowledgement of debt, acknowledgement of debt.

CHAIRPERSON: At which page is it and in which file, Mr Matlala. Just look at the spine of the file.

MR MATLALA: I will show you just now.

CHAIRPERSON: Thank you.

ADV SELLO SC: Perhaps to assist you, I think you have regards to the document at page 843, same file, Annexure SM10. Is that what you have in mind?

10 **MR MATLALA:** Yes.

ADV SELLO SC: Just look at the amount and that acknowledgement of debt and you will see it is not about the 5 million.

MR MATLALA: Oh, oh. Oh, no, it is something different.

ADV SELLO SC: There are too many of them.

ADV KHUMALO SC: So that one, Mr Matlala, goes with 839. It is part of what was going to be the loan agreement for 20 million.

MR MATLALA: No, it is my mistake. I am sorry.

20 **ADV SELLO SC:** And your voice changed when you told me about that acknowledgement of debt, you know. There was a ...[indistinct] to the voice like – no, but I accept your error. It is okay. So then, staying with this, we were dealing with SM4, which is your letter of response to persuade SAPS not to terminate the contract. If we go

further, then we have a notification. It is SM7. You share a notification of payment, and that is at page 837. It is for 1 million and that is by one of your companies.

ADV KHUMALO SC: 838.

ADV SELLO SC: No, Chair there are ...[incomplete].

ADV KHUMALO SC: Our 837 ...[microphone off].

ADV SELLO SC: It is actually, yes, It does not tally with the – ja, it does not tally with the index. It will have to be changed, but 838, you are correct. And that is now R1
10 million payment made to the same company of Mr Motsumi, Bazwimi Factors for R1 million on the 17th of March 2025.

MR MATLALA: Yes, I can see it.

ADV SELLO SC: And this is now from your other company, Luxo Africa Brand Investment. That is your company.

MR MATLALA: Yes, that is my company.

ADV SELLO SC: Now on my computation the R5 million loan has now been extinguished, is it?

MR MATLALA: Of course, yes.

ADV SELLO SC: So it was an interest free loan.

20 **MR MATLALA:** No, it was not an interest free loan.

ADV SELLO SC: What was the interest on that loan?

MR MATLALA: I think it was, I need to check the terms because it is on the acknowledgement of debt if I am not wrong.

ADV SELLO SC: Please say that again? I think I missed

something. You say you need to check the terms?

MR MATLALA: Check the terms of payment from the acknowledgement of debt.

ADV SELLO SC: Yes.

MR MATLALA: Yes.

ADV SELLO SC: And that will tell you what the interest rate was.

MR MATLALA: Yes.

ADV SELLO SC: And now we are in March 2025. We have
10 settled at least the principal amount of 5 million.

MR MATLALA: Yes.

ADV SELLO SC: So you did pay the interest on that 5 million?

MR MATLALA: I got arrested.

ADV SELLO SC: So you are still owing interest on ...[intervenes].

MR MATLALA: Interest, yes.

ADV SELLO SC: That would be interest accumulated from the day that loan was extended and until the loan was
20 extinguished.

MR MATLALA: Yes, yes.

ADV SELLO SC: And you, I nearly asked you whether you have an idea of what that interest may potentially be, but because you said you deal with in many millions, you might not remember.

MR MATLALA: No, Advocate Sello, I am not ...[intervenes].

ADV SELLO SC: Okay.

MR MATLALA: Do not put it that way. I said, I explained to Commissioner Baloyi that I was not put it in that way. I just wanted to explain that It would be something if I only saw the transaction of only ...[indistinct] in my life, not to say that I am a person with big money, please.

ADV SELLO SC: So I am the one who misunderstood.

10 **MR MATLALA:** I am not saying you are wrong, but it looks like maybe I am bragging about it or something, so it feels wrong.

ADV SELLO SC: No, it should. If I were you, I will brag. But that is me, you know.

ADV KHUMALO SC: Ms Sello, can I just ask a question. Mr Matlala, I thought the loan was to Medicare24 Tshwane, not to you personally.

MR MATLALA: Yes, it was to Medicare24 Tshwane, yes.

ADV KHUMALO SC: So, the question is, did Medicare
20 Tshwane pay the interest portion of the loan?

MR MATLALA: Yes, it did.

ADV KHUMALO SC: It did. And I think we heard from one of the witnesses that you resigned as a director of Medicare24 in December 2024.

MR MATLALA: Yes, that is correct.

ADV KHUMALO SC: So by this point you were no longer a director of this company?

MR MATLALA: Yes.

ADV KHUMALO SC: Were you still a shareholder?

MR MATLALA: Yes.

ADV KHUMALO SC: Okay.

ADV SELLO SC: Chair looked at me. It is 16.01, so I am in the Commission's hands.

CHAIRPERSON: No, no, if you want to continue, you may.

10 **ADV VAN DEN HEEVER:** I have just indicated to my learned friends for reasons that I am not going to deal with in public, I have obligations to deal with. If I knew it beforehand, I could have made arrangements, but I unfortunately did not, which leaves me in a bit of a predicament.

CHAIRPERSON: Let us take the adjournment then and resume at 9:30 tomorrow.

ADV HASSIM SC: 9:30 tomorrow, Chair, yes.

20 **ADV SELLO SC:** Chair, before we do so, I should mention and perhaps forewarn Mr Matlala that we will have to park this engagement and conversation with him to a later date. as tomorrow they will be starting on a new topic.

CHAIRPERSON: With Ms Hassim.

ADV SELLO SC: With Advocate Hassim.

ADV HASSIM SC: That is correct.

CHAIRPERSON: Yes, let us adjourn until 9:30 tomorrow then.

INQUIRY POSTPONED TO 26 AUGUST 2026

INQUIRY ADJOURNS
