

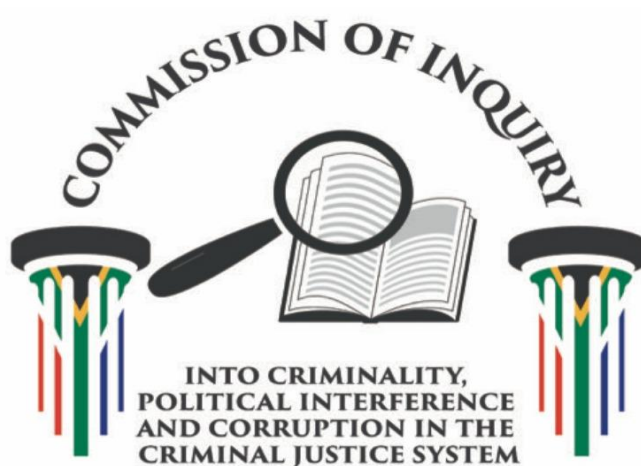
JUDICIAL COMMISSION OF INQUIRY INTO CRIMINALITY,
POLITICAL INTERFERENCE AND CORRUPTION IN THE
CRIMINAL JUSTICE SYSTEM

HELD AT

BRIGITTE MABANDLA JUSTICE COLLEGE

10 MARCH 2026

DAY 74



PROCEEDINGS HELD ON 10 MARCH 2026

CHAIRPERSON: Good morning, Mr Chaskalson. Good morning, Mr Bhana. Good morning, Mr Carrim.

MR CARRIM: Good morning, Chair.

ADV CHASKALSON SC: Chair, we have been informed that there may be an application for a postponement, I do not know more than that.

ADV BHANA SC: Yes, Chair, thank you. We do require a stand-down to prepare an application for a postponement to
10 inform you about the developments that have led to this, if I can just very briefly tell you this, but I do want to bring a formal application. At about 6 o'clock this morning, we received, my attorney received an email from the Commission's attorney, and the email read:

20 “Our instructions are, early this morning, flowing from your client's evidence yesterday, an evidence leader was working through the Medicare 24 Tshwane accounts to identify inflows from SAPS in the period over which your client had site of transaction movements on that account. While looking at these inflows into the Medicare account, the evidence leader identified two additional payments to Medicare from your client,

10 which your client has not disclosed. The payments were in an amount of 1 million on 27 June 2024, and an amount of 1.12 on 7 October 2024. Both payments were made from your client's company, Tasmica Construction. Copies of the relevant Medicare and Tasmica Construction bank statements are attached together with extracts from the spreadsheet of contras for the Medicare account which is provided by FNB. The evidence leaders intend to canvass these payments with your client this morning. If you require time to consult with your client in this regard, we will approach the Commission to arrange a later start to proceedings.”

20 Chair, we all got here between 09:00 and 09:15. We have barely had an adequate opportunity to consult on this. But that said, what is provided to us are several bank statements and a spreadsheet which obviously the Commission had prepared well in advance of this morning at 6 o'clock.

Somebody had done this investigation. We have continuously complained of having documents kept back

from us in drip fret, and this is yet another instalment in that. To give background to this, we wrote on the 7th of March and on the 8th of March, I will deal with the correspondence in detail in the postponement application, but essentially on the 7th of March, between those two letters, we asked the Commission, because we were being given things as we said, drip fed, we asked the Commission to please tell us all of the documents that they intended to use and rely on, and we said as reluctant as we were, this
10 conduct of the Commission, obviously of the evidence leaders, was going to give rise to a postponement. That is but one aspect of it.

What also happened is you recall yesterday, you were told that there was one or two pages of documents, additional documents that were found, and our learned friends would not deal with that yesterday, but they would deal with that today. Well, we asked for the documents, they had been sent electronically, I think whilst we were on our way to the Commission yesterday.

20 It did not help anybody, certainly not us, when you look at the nature of the financial statements, and we asked for hard copies. At approximately 2 o'clock, one copy of this was made available after we had started. At 4 o'clock, we got sufficient copies for our team, and this is what we got. I am holding it up. It is a file full of hundreds of pages

of spreadsheets and detailed analysis that had been done.

So we expected to have been sitting here dealing with Mr Suleiman's evidence yesterday, and I said to you, on the roof, expected to go through all of this. Clearly, one can just estimate literally hundreds of pages, and let me show you if you can see from where you are what they look like.

The documents look like this, intense line items of hundreds and hundreds, if not thousands of transactions.

10 Now, it might be that the Commission says it is not intending to refer to all of those transactions, but we have simply not had an adequate or fair opportunity to deal with this. So I want to deal with all of this formally in an application, and I would like to stand down to bring that application. I think for current purposes, if we have until 12 o'clock, we should be able to get the application out.

CHAIRPERSON: Yes, Mr Chaskalson?

ADV CHASKALSON SC: Chair, there are two separate issues to address here. The first is the hundreds of pages

20 that Mr Bhana is brandishing around, and the second is the bank statements for four months of Tasmica Construction in Medicare. Let me deal with the spreadsheet first. We will not refer to a single one of those pages. We have made that clear to Mr Carrim's team.

Why we gave it to them is that there is an

infographic on page 505 of the bundle that they have had for some time. What we sent them electronically, and the infographics provides a summary of payments from municipalities in the area in respect of which Mr Carrim is the ANC treasurer, to companies owned by Mr Carrim. It gives a breakdown of where the 300, and I think it is R336 million or R332 million that these municipalities have paid to Mr Carrim, where it comes from.

The infographic provides a summary. We thought
10 that Mr Carrim would want to know where we got the infographic from, so we gave him a spreadsheet with line items of every single transaction reflecting a payment from one of those municipalities to a company of Mr Carrim, with tabs broken up by company.

We made clear to him we are not going to refer to any of those line items. They are totalled, but if he wants to total them himself just to check that our numbers on the infographic are right, he can do that. If he wants to dispute any of those transactions, he can do that. He had that
20 electronic spreadsheet, which is really the only sensible ...[intervenes].

CHAIRPERSON: And for how long has Mr Carrim had what you say is at page 505?

ADV CHASKALSON SC: 505 was served with the rest of the bundle on Friday. The electronic spreadsheet was

emailed to him yesterday morning before the commencement of proceedings. It was always explained to him that we are not going to refer to any line items on the electronic spreadsheet. That leaves the bank statements for Tasmica and Medicare that were provided this morning, and the background to their discovery is the following.

Yesterday in evidence, Mr Carrim told us for the first time that he had had sight of Medicare bank statements over a period in 2024. This was material that should have
10 been put in a statement, which in turn ought to have been furnished Friday, not last week, but the week before. It was not put in the statement, which was furnished five days late on Wednesday.

So, we hear this for the first time yesterday. Following from that, I was going through the Medicare bank statements at 5 o'clock this morning, looking to see what SAPS inflows were there, to interrogate the version of Mr Carrim in relation to the terms of his loan agreement and the idea that he was going to get 10% of all SAPS inflows,
20 but he had waived all of that. I wanted to see how much money he had waived.

While I was looking for that purpose, I stumbled across the fact that there were two substantial payments from Tasmica Construction, another company of Mr Carrim, into Medicare 24, which he did not mention in his statement,

and which I would like to ask him about because he certainly should have mentioned them in his statement. The one payment is a payment of 1 million on the 27th of June 2024. The second payment is a payment of 1.12 million on 7 October 2024.

There is no innocent explanation for just overlooking the fact that more than R2 000 000 beyond what you have disclosed also happened to be paid. The reason that these documents were made available to his legal team
10 today and not earlier was, first of all, he filed his statement late. Second of all, in his statement he did not disclose these payments. Third of all, in his statement he did not disclose the fact that he had sight of the bank transactions on Medicare 24.

If he had honestly performed his obligations in any one of those three respects, they would have had these bank statements more than a week ago. So they cannot complain about getting them now. And the bank statements really reflect two payments which I have described on both
20 sides.

If they want 45 minutes to take an instruction from Mr Carrim, if they want an hour to take an instruction from Mr Carrim, I can understand that. They need to understand what his version is, whether he was concealing them, whether there is an innocent explanation. But an hour is

more than enough to do that.

They then make the allegation that the contra spreadsheet that we gave them just to show that not only do these numbers match, but in fact, they are shown by FNB to be the same transaction by virtue of the contras. They make the suggestion that we have had that document and withheld it from them. That is a very irresponsible suggestion.

10 What we receive from FNB when we get bank statements from FNB is a list of all the contras. So we have contras for the entire Medicare 24 account. Thousands and thousands of transactions. We do not search on that set of transactions for Tasmica Construction unless we have reason to search for Tasmica Construction.

This morning I had reason to search for Tasmica Construction. So I searched for Tasmica Construction and identified the two entries that were provided to them this morning. I then copied those two entries into a separate spreadsheet this morning sometime between 05:00 and
20 06:00 and gave it to them. Nothing has been withheld from them.

They received that spreadsheet within 15 minutes of its creation. They can look at the metadata of the spreadsheet. So in our view, they are entitled to a short stand-down to take instructions on the documents that they

withheld from us and that we have now discovered or the information that they withheld from us and we have now discovered. They are certainly not entitled to a postponement. Thank you.

CHAIRPERSON: Thank you, Mr Chaskalson.

ADV BHANA SC: Chair, just to be clear, this is not the postponement application. This is a request for a stand-down to prepare the postponement application. The attitude adopted by the commission leaders is continuously to point
10 fingers to Mr Carrim and his legal team when failings on the part of those evidence leaders are exposed. I am not going to deal again with the statement being late because that is factually incorrect.

But what we are entitled to do is to test what is in the infographic. As our learned friend himself accepts, the infographic is somebody else's creation of a summary. He appreciates that we needed the source documents, yet he put up the infographic as you point out as late as Friday afternoon and with these source documents only coming on
20 Monday morning whilst we were driving to the commission or maybe slightly before.

So it is no satisfactory answer to say we will not rely on any one of these documents. You are relying on the infogram which is the reconstruction or summary of what is contained in here. We are entitled to check that. We are

entitled to interrogate the infogram and we are entitled to interrogate the information that you rely on for that.

We foreshadowed this yesterday in an attempt to avoid a postponement, which we also alerted the Commission to in the correspondence over the weekend. We said we did not want to apply for a postponement, but if documents and information was going to be withheld, we would be forced to do so. At that stage we were writing about the transcripts pages. We did not know what else
10 they had up their sleeve, but we said:

“We confirm as a result of your failure to provide us with this information, we are compelled to advise that we may be left with no alternative but to seek a postponement to enable us to properly prepare our client on the supplementary bundle now provided.”

That is the Friday bundle. Then, not satisfied that the Commission was playing open cards with us, we wrote on
20 the Sunday and paragraph 6 of that letter and we will make all of this correspondence available in the postponement application:

“In the circumstances, we require that you unequivocally confirm in writing the following:

6.1. An itemised list of the exact documents upon which you intend to rely for the purpose of questioning our client.

6.2. Confirmation that no documents or information falling outside the scope of those identified documents will be relied upon for our client's appearance. That this correspondence together with the prior letters referred to will be placed
10 before the Commissioners so that they are fully appraised of the circumstances in which this issue has arisen and the manner in which our client has been required to engage with the process.”

Yesterday when we got here, I said to the Commission that we have got these documents, we have not looked through it. In an attempt not to delay, we suggested that we proceed and if we finished early, I said if we finished by 12 o'clock it might give us a chance to look at those
20 documents. As matters turned out, we were here past 4 o'clock, got to Sandton at five, people had to go off to break the fast and for the evening prayers.

So we have not had a sufficient chance to look at this and it does not lie in my learned friend's mouth to say he is not going to refer to it. He has had this, he has

produced it and it is the basis, as you appreciate Commissioner, that they produced, I think the document page is correct, 501 the infogram. 505, the infogram at 505.

In relation to the spreadsheet, we want our learned friends to go on oath to say the spreadsheet was produced only at past 5 o'clock this morning and we also wish to enquire about what other documents they have had and that they have looked at.

10 In relation to the issue of Tasmica, our learned friend in his finger pointing, which has become habitual here, suggests that this should have been covered in the statement. Well, we want to remind the evidence leaders of what was asked for in the 10(6) Notice of December, the one which superseded all other notices and in fact they said was the new notice. You will see in paragraph 2.3 we asked, or our client is asked to deal with the nature and extent of relationship with a number of entities, there is six of them. And when you look at that you will not find any
20 mention of Tasmica. So we were hardly required to consider or take instructions on Tasmica.

But, Chair, we have attempted to get on with matters here. The Commission's drip feeding of documents which we have complained about has continued right until this morning. There is an overall interest of fairness that

has to be applied here. Witnesses cannot be expected to deal with things on the roof or, in our respectful submission, for things to be withheld, whether willingly or unknowingly or unwittingly, and then for us to take instructions on the turn at a very difficult time when people are not readily available at night due to religious commitments and then to say, well, you can have an hour and just deal with this. It is not the way matters should be conducted. This is highly prejudicial to us and we do wish to bring a formal application.

CHAIRPERSON: Thank you.

ADV CHASKALSON SC: Chair, if I can respond just on two issues? I am asked to depose to an affidavit confirming that I ...[intervenes].

CHAIRPERSON: Mr Bhana will have the last ...[intervenes].

ADV CHASKALSON SC: He can have the last, indeed, Chair.

CHAIRPERSON: Yes, yes.

20 **ADV CHASKALSON SC**: I have been asked to depose to an affidavit saying that I created the spreadsheet between 05:00 and 06:00 this morning. I confirmed that I created the spreadsheet between 05:00 and 06:00 this morning and that two-line spreadsheet did not exist prior to 05:00 and 06:00, between 05:00 and 06:00 this morning.

The answer of Mr Bhana is, if Mr Bhana wants to spend two days ploughing through various line items, his client can – I will not touch that issue today and his client can come back on Friday. I am not prepared to make the same tender in respect of the bank statements because they infect all of the questioning and there is, with respect, no reason why we should waste today because those bank statements and those payments were not disclosed.

10 The client was – the witness was specifically asked to furnish a statement on the nature and extent of his relationship with Medicare 24 Tshwane District. He declined to mention that one of his companies paid over R2 000 000 to Medicare Tshwane District. That should have been in the statement on any scenario.

20 So we are here today with this problem because the witness did not disclose payments aggregating to 2.12 million into Medicare Tshwane District when he was specifically instructed to furnish a statement about the nature and extent of his relationship with Medicare Tshwane District.

I accept that the witness now and his legal team now need time to consult, but they do not need time. They do not need days to consult. They can stand down, consult for a reasonable period, maybe an hour, and then we are ready to run. We oppose the suggestion that the matter

should be stood down for a postponement application. If it stands down to 12 o'clock for a postponement application, the process itself achieves the postponement.

CHAIRPERSON: Please remind me again which aspect do you say may be pushed to Friday?

ADV CHASKALSON SC: The infographic and all of the underlying transactions, if they want to interrogate several thousand transactions, they can do so over the rest of the week, but they do not need the rest of the week to get a
10 version on why payments of 2.12 million from Tasmica to Medicare were not disclosed in the statement and what those payments related to.

CHAIRPERSON: Thank you, Mr Chaskalson. Any response?

ADV BHANA SC: Yes. Thank you, Chair. Firstly, our learned friend concedes that the documents given this morning infect all of the questions. That alone should show how significant they are and why we should not be just given an hour to look at the documents and to deal with
20 them.

But secondly, in relation to the point he keeps making, and loosely without referring to what the Commission actually required, the suggestion that because there was a request to deal with the relationship with Medicare, this should have been disclosed. What was not

asked for in the statement is for any of these companies to deal with their relationship with Medicare, let alone Tasmica, who does not even feature on the 10(6) Notice.

The notice at the relevant paragraphs asks Mr Suleiman Carrim personally to provide a statement and it says the nature of your relationship with Mr Cat Matlala, Senzo Mchunu, and General Feroz Khan, the role you performed for Mr Matlala, and then 2.3, the nature and extent of your relationship with the following individuals.

10 There is no mention here of dealings of his many companies with anyone, let alone with Medicare.

ADV BALOYI SC: Can I ask a question, Mr Bhana, on that last point? If you take that attitude that there is no mention of explaining the relationship of his companies with Medicare, why does he tell us about the Ziggy R10 000 000 payment? Because that is a payment from a company that he is happy to disclose voluntarily.

ADV BHANA SC: Yes.

20 **ADV BALOYI SC:** He disclosed it, and please make me understand why does he not think, or why you think that a disclosure about this later payment now does not fall in the same category?

ADV BHANA SC: There are two answers to that, but something else I am going to make in submission. Firstly, when he deals with Ziggy, Ziggy is specifically mentioned in

the 10(6) notice. But secondly, the fact that he might have been explaining some of these things, dealt with some of the companies, let us assume Ziggy was not there, does not mean therefore I am dealing just with a point to say you should have gone and investigated and disclosed in your statement Tasmica, the culpability point. I am saying there is no culpability here for him not dealing with Tasmica.

ADV BALOYI SC: We are a commission of inquiry, which is fact-finding. We want to know when, I think it does not
10 sit well for a witness, by the way, a witness of the Commission, everyone who is, unless you have a different understanding of the people that are appearing before us here, they are all called by the Commission to come and testify, and Mr Carrim is no different.

For me, that is my starting point, and I hope we have a common understanding about that. And when they are called and they are asked questions or they are asked to address issues, the expectation is they will not be technical, they will not rely on, I will not say that the
20 Commission does not know. They have asked me to come and explain my relationship with Medicare.

If he speaks to Ziggy, clearly, even if the notice from the Commission mentions Ziggy, it is clear from that I would have thought that the Commission is interested in the entities that he has got, his personal relationship and his

entities. And if he intended to be open with the Commission, I would have expected that he would speak to all the entities, including ones that are not mentioned in that notice, because he accepts that he is being called to come and assist us to determine the facts.

ADV BHANA SC: No, there is a false basis of what you are putting to me, a false premise. The witness is guided by what he is required to deal with in the summons and in the notice ...[intervenes].

10 **ADV BALOYI SC:** And now he is here ...[intervenes].

ADV BHANA SC: And not ...[intervenes].

ADV BALOYI SC: Okay, and now he is here ...[intervenes].

ADV BHANA SC: Can I finish ...[intervenes].

ADV BALOYI SC: Okay, let me just clarify myself so that when you finish your story, you can address what I am wanting to clarify, because you are doing this for my benefit, not for your benefit. It is to help me understand what it is we are dealing with here.

20 The witness is called here to come and assist us in our fact-gathering process. A company is mentioned because that is what we know, what the evidence leaders have found a company through whatever investigative processes. The witness knows something else that relates to the very same question, the relationship with Medicare. He knows something else, and he chooses to hold it back.

That, to me, is not a witness who is coming to assist the Commission. It is catch me if you can, kind of, when in fact the interest of the Commission is to find out what are the facts that this witness knows or that he has in his possession about the relationship with Medicare.

ADV BHANA SC: Yes. The witness is not going to take a technical attitude to say I am not going to testify to this. What we are discussing is why issues were not in the statement. Now, you may take that position, and that is
10 your view, that the witness was obliged to deal with matters not stipulated in the notice or the summons. My submission to you is that that is an incorrect view.

But be that as it may, it is unfair for you to make the judgment now that he chose to hold back documents when his attention was not directed to that. These are transactions that go back several years. This is a witness who deals in companies that have many transactions. So the premise to say he had a duty, even though there is no mention of Tasmica there, to deal with Tasmica and the fact
20 that he does not, that you can put to me that he chose to hold this back is simply incorrect.

But all of this goes to no more than the criticism to say it should have been in the statement. We say that is an unfair criticism. Our learned friend can ask the questions. We are not taking a technical attitude that because it was

not there, you are not entitled to ask the questions. But I do that to neutralise the criticism that this had to be dealt with in the statement, and that criticism is simply an excuse for the Commission having produced this at a late stage. Those are my submissions.

CHAIRPERSON: Mr Bhana, my colleague, Commissioner Baloyi, came in when I also wanted to come in and also to raise a similar point. Mr Carrim himself seems to treat his companies basically either as the same entity as it were. I
10 know you are going to raise the legal point that they simply cannot be, but look at who was supposed to loan the money. It was Ziggy, but I think the money did not come from Ziggy.

Yes, some of it came from Tameez. And also I think the payment back, was it not to Tameez as well? Even the payment was not to Ziggy but to Tameez. So he himself is treating his companies in sort of a jumble as it were. So it seems highly technical, as Commissioner Baloyi suggests, for Mr Carrim to now adopt through you this technical legal
20 position that no, no, no, we are dealing with separate legal entities.

Tameez is separate from Ziggy, Ziggy is separate from Tameez, and Tameez, or rather both of them are separate from Tasmica. That to me in the circumstances of what has been happening here is, I feel, subject to what you say is highly, highly technical.

ADV BHANA SC: Chair, we are not suggesting, and I take your point that he has not always kept the distinctions clear. All we are suggesting is that the criticism that he deliberately withheld information from his statement is not one that can be made. And if that is going to be advanced, and particularly listening to the debate with the Commissioners, it is all the more reason why we need time to deal with this carefully and properly.

10 Because you are going to draw inferences, we can see that happening already, from aspects which we say you should not. But the point I am making is this, we do not suggest that he is not entitled to be questioned. Your point is correct that he does not always keep a strict distinction, but the submission goes to the criticism that somehow all of these entities that are not mentioned in the statement, I say all, but what applies in respect of Tasmica would apply to his other entities, somehow created an obligation on him to deal with whatever was done internally or otherwise, we do not know, between those companies and himself or Ziggy.

20 **CHAIRPERSON**: That is something else altogether, I do not know if Commissioner Khumalo wanted to come in on the same issue. Something different altogether. What is your position with regard to the separation suggested by Mr Chaskalson? That is issues relating to, is it the infographic, and the schedule. If those are pushed over to Friday and

that everything else be dealt with today still ...[intervenes].

ADV BHANA SC: Chair, firstly, we are not available on Friday. I am in the High Court on the matter and I have not canvassed my legal team's availability, but Mr Carrim has me here representing him for this leg. So I am not available on Friday, but we are happy to agree a date as soon as possible that suits diaries.

We say there is no prejudice in holding over all of this to when Mr Carrim comes back. It is clear his evidence
10 cannot be completed today. It is clear that with a stand-down, we in any case are going to eat up into a substantial portion of today. My learned friend suggests a 45 minute or a one hour stand-down. It is not in his mouth to suggest that. I do not know how long I am going to need, but I am going to do this carefully and I am going to take proper time to do so.

CHAIRPERSON: If we are not inclined to adjourn so that you should prepare a postponement application, if our inclination is to give you time to consult, what time would
20 you suggest? Mr Chaskalson has suggested 45 minutes to an hour. What would you suggest?

ADV BHANA SC: Chair, I think at least two hours and I will come back to you if I need more time. But I do want to say it seems then that you have prejudged an application ...[intervenes].

COURT: Mr Bhana, I take strong exception to that. You know, and you are an experienced counsel, you know that people presiding, let me use the example of courts, you know that judges will engage you during argument, engage you to an extent that you will think they are against you, but in the end, you are surprised that the judgement is in your favour. Engaging counsel has nothing to do with matters being prejudged and you know that. I take very strong exception to that.

10 ADV BHANA SC: I do not ...[intervenes].

CHAIRPERSON: In fact, I find it unprofessional for you to say that I have prejudged issues purely because I am engaging you. I take strong exception to that.

ADV BHANA SC: I do not think that you should take exception and ...[intervenes].

CHAIRPERSON: I do, I do.

ADV BHANA SC: Can I respond, Chair? What you put to me was that you were not going to allow an opportunity for the postponement application ...[intervenes].

20 CHAIRPERSON: I did not. I did not say I am not. I never said so. We can play back the tape, we can play back the recording ...[intervenes].

ADV BHANA SC: Then I was mistaken.

CHAIRPERSON: So that is – I can actually, to be rough, I can say you are lying.

ADV BHANA SC: No, then I was mistaken. I understood you to say that you were not prepared to allow a stand-down for the postponement application to be brought, but you were ready to consider the stand-down to deal with the documents. If I was mistaken in that, then I am mistaken, but that is clearly how I understood it.

CHAIRPERSON: You are, you definitely are. I did not. It was an if situation, which arises all the time during an argument.

10 **ADV BHANA SC:** Then I accept that.

CHAIRPERSON: Thank you. And you apologise for what you said, because you basically suggested impropriety on my part, that I have prejudged issues whilst the matter is being debated. Are you tendering an apology for that?

ADV BHANA SC: Yes, if I misunderstood it, then I tender an apology. But as you say, the record will indicate, and my recollection is that you said if you are not ...[intervenes].

CHAIRPERSON: So you are tendering a qualified apology, a conditional apology?

20 **ADV BHANA SC:** Chair, if I am mistaken ...[intervenes].

CHAIRPERSON: You are tendering a ...[intervenes].

ADV BHANA SC: I apologise, but that is not what I heard.

CHAIRPERSON: You are saying if the recording can, what, what, what, so you are tendering a conditional apology ...[intervenes].

ADV BHANA SC: [Indistinct]... put to me as well that the recording will reflect what happens. What is good for you is good for me.

CHAIRPERSON: So I am not accepting the so-called apology. Thank you very much. Any further submissions?

ADV BHANA SC: No, I did say if I misunderstood, I apologise ...[intervenes].

CHAIRPERSON: I am saying I am not – let us step off that. I am saying I am not accepting it, so let us step off
10 that. Any further submissions?

ADV BHANA SC: No further submissions.

CHAIRPERSON: Thank you very much. We will take a short adjournment. We will indicate when we are ready.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Mr Bhana?

ADV BHANA SC: Thank you, Chair. May I just say the apology is unconditional. I did not hear the “if” when you made the statement, and what you correctly pointed out is
20 you said if we are not inclined to adjourn and I understood that you said you were not inclined to adjourn. So the apology is unconditional.

CHAIRPERSON: Now the apology is accepted, Mr Bhana.

ADV BHANA SC: Thank you, Chair.

CHAIRPERSON: Thank you. We have considered what

you submitted, Mr Bhana, and also the responses by Mr Chaskalson. Our decision is to afford you and your team an opportunity to consult with Mr Carrim. At this stage, not necessarily on the aspect relating to the infographic, and what is it, or rather and the documents you showed us earlier this morning.

So that will have to stand over to some other day. And seeing that you said you are not available on Friday, then dates will have to be discussed between you and Mr
10 Chaskalson with regard to that outstanding issue. As for the rest, the decision is to give you time until 11:45 to consult with Mr Carrim. At 11:45, we proceed with the hearing. Let us adjourn until 11:45.

ADV BHANA SC: Chair?

CHAIRPERSON: Yes?

ADV BHANA SC: Just for clarity so we do not misunderstand, is the direction that you are going to proceed with him and we are not entitled to bring an application for a postponement?

20 **CHAIRPERSON:** Yes, that is the effect of it, yes. Let us adjourn until 11:45.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Mr Bhana, can we start? I assume you are ready?

ADV BHANA SC: Yes, sir.

CHAIRPERSON: Thank you, thank you. Mr Chaskalson.

ADV CHASKALSON SC: Chair, just before we start, we asked at the end of the hearing yesterday for a series of documents from Mr Carrim. The one was a two-page agreement with Mr Maumela in relation to the mining venture. The one was a draft agreement that Ziggy had with Medicare 24. Then there were the details of the accounts and to instruct that Mr Matlala should pay Tameez
10 not Ziggy. And lastly, we wanted to hear back from him after he consulted with his attorneys in relation to accessing his WhatsApp's from 2024-2025 with Mr Mogotsi and Mr Matlala. I wonder if we can just get a response on the record from his legal team in that regard.

CHAIRPERSON: Mr Bhana.

ADV BHANA SC: I think we can just ask, you can just go through it with a witness, and you will hear it from him first hand.

ADV CHASKALSON SC: Sorry, if we can go through the
20 ...[intervenes]

ADV BHANA SC: Yes, he has not been able to get the two agreements. He needs to go to Mafikeng. He will tell you the name of the accountant. I have forgotten the name. And he will also tell you the position with his messages.

ADV CHASKALSON SC: Thanks, Mr Carrim. Can we take

them one by one, and can you just explain to me what the position is? The first is the draft agreement with Medicare 24.

MR CARRIM: It is two documents. We can deal with the two.

ADV CHASKALSON SC: Okay, Medicare 24 and ...[intervenes]

MR CARRIM: Those documents are Mafikeng. At the moment my offices are closed because of the threats. So, I
10 have those documents. Once those threats just subside, my office is working remotely now. My people are working remotely. But those documents will be made available as soon as I get to Mafikeng. As soon as it just comes on. Maybe the next week we can have it.

ADV CHASKALSON SC: Thank you. So that is both the Maumela agreement relating to ChromeCore and the draft agreement with Medicare 24.

MR CARRIM: Yes.

ADV CHASKALSON SC: Then the accountant who advised
20 you in relation to payments from Mr Matlala.

MR CARRIM: My legal team will send an email to the instructing attorneys with the email address and the contact details. You can just send your request there.

ADV CHASKALSON SC: Thank you very much. And then lastly the issue of WhatsApp's with Mr Mogotsi and Mr

Maumela in 2024 and 2025.

MR CARRIM: I have checked my iCloud. I do not do backups. I do not have any chats on my current cell phone from then.

ADV CHASKALSON SC: So, your WhatsApp's for that period are not available?

MR CARRIM: I do not have backups. So, they do not backup and I changed my phone.

ADV CHASKALSON SC: And would you give us your
10 authority to approach Apple so that Apple can search on their backups?

MR CARRIM: I will speak to my legal team about that, and they will refer it to you.

ADV CHASKALSON SC: Thank you. When we left off yesterday, we were dealing with the payments to Mr Maumela or to Luthaga for Mr Maumela that were made by Tameez from the proceeds of payments from Medicare. Now at the time that you entered, I want to stay with the issue of Mr Maumela for a while. At the time that you
20 started this business relationship with Mr Matlala, I assume that you were aware that Mr Maumela had been a business associate of Mr Matlala.

MR CARRIM: At that point he did not disclose that to me.

ADV CHASKALSON SC: No, but you had read articles. We discussed earlier that from, I think it was April 2024,

you had read articles about allegations in relation to Mr Maumela and Mr Matlala at Tembisa Hospital.

MR CARRIM: Yes, we never discussed those relations. He never brought Mr Matlala up to me.

ADV CHASKALSON SC: Yes, but I am asking were you aware that there was a business relationship between the two of them?

MR CARRIM: At that point I saw articles but there was no direct link between them.

10 **ADV CHASKALSON SC**: I see, so all you knew is what you had read in the press about them.

MR CARRIM: That is correct.

ADV CHASKALSON SC: Did you at any other stage find out about business relationships between Mr Matlala and Mr Maumela?

MR CARRIM: When I concluded the agreement or when we had the handshake or the verbal agreement with Mr Matlala in June, around August, I then asked Mr Maumela, look you have never raised Mr Matlala with me. Are you and Mr
20 Matlala associates? What is the issue? He then said to me, yes, we are. So, I asked him, but you never told me this. He said, yes, look, I do not think it was important for you to have met this man through me. And that was his stance. He said, look, I did not want to introduce you to Mr Matlala. I said, why? He just said, no, I did not want to

introduce you to Mr Matlala.

ADV CHASKALSON SC: At a certain point, Mr Matlala must have established that you and Mr Maumela knew each other.

MR CARRIM: Not that he told me of, unless Mr Maumela discussed it with him.

ADV CHASKALSON SC: Well, your Morgan Sorted email suggests that he knows that you know who Morgan is.

MR CARRIM: Yes, remember he then said, I must make a
10 payment to Morgan Maumela.

ADV CHASKALSON SC: And at that point, did he not know that you knew Mr Maumela?

MR CARRIM: Well, he also played to me as if he did not know that me and Mr Maumela are friends.

ADV CHASKALSON SC: So, from your perspective, someone was asking you to make a payment to a third party who, as far as you were aware, they regarded as a complete stranger to you. So, when you were asked to pay Mr Maumela, Mr Matlala did not give any indication that he
20 knew that you and Mr Maumela were friends?

MR CARRIM: No. Between the two of them, and I observed this, they did not raise how deep their relationship was to me. They did not.

ADV CHASKALSON SC: But Mr Maumela was also calling you at the same time and pressurising you to get Mr Matlala

to pay him. What was he saying in that regard?

MR CARRIM: No, he said he is asked this man to give him money. So, this man is to pay him this money. He is aware that this man is going to pay me and I should then please give him the money once I receive it.

ADV CHASKALSON SC: So, by this stage, this is after August 2024, it is well after August 2024, February 2025. So, by this stage, you have discussed with Mr Maumela that you are now in business with Mr Matlala. And he said, well,
10 I did not think it was important for me to introduce you, did not want to introduce you to him. But he now in February starts calling you and saying, Mr Matlala is going to pay you, you must pay me. Is that what happened?

MR CARRIM: They had an arrangement. Mr Matlala, he asked to borrow money from Mr Matlala. I do not know what it was exactly. But according to him, Mr Matlala needed to pay him. Either money is owed or money is borrowed. I just cannot remember what it was, but yes.

ADV CHASKALSON SC: So, you cannot remember
20 whether this was money that was being borrowed or money that was being paid out as an amount due to Mr Maumela?

MR CARRIM: Yes, I cannot remember.

ADV CHASKALSON SC: Can I take you to some other chats in relation to yourself, Mr Matlala and Mr Maumela. Do you recall in January 2025, there was an exchange

between you and Mr Maumela, sorry, and Mr Matlala, in which he asked you to check how far payment was.

MR CARRIM: Can we go to that document?

ADV CHASKALSON SC: Yes, we can. The document is on page 4.

MR CARRIM: Page 4 of? Okay.

ADV CHASKALSON SC: Part 1, the evidence bundle.

MR CARRIM: Yes.

ADV CHASKALSON SC: And we went through this
10 yesterday. You get called on the 30th of January by Mr Matlala:

“Salaam brother, can you please check with your guys how far is the payment?”

You come back saying:

“Checking.”

He says - and you say:

“Will revert.”

He says:

“Okay, thanks.”

20 Next morning, you say:

“Morning, they say payment is done. I am waiting for the remittance.”

If we go at this point to page 538, that is File 2.

MR CARRIM: Sorry, I am just trying to do that once again.

ADV CHASKALSON SC: No problem.

MR CARRIM: 5?

ADV CHASKALSON SC: 538.

MR CARRIM: I am at 414 of 407.

ADV CHASKALSON SC: Does your file not go to 538?
File 2? Possibly in a supplementary file?

MR CARRIM: Yes.

ADV CHASKALSON SC: So at 538, we see that on the
same day, the 31st of January, after you have said I am
waiting for the remittance, and in fact, after Mr Matlala has
10 responded, okay, I will be waiting, and has asked you, you
are winning with the remittance, which was at 15:15 on the
31st of January. A minute later, he sends a screenshot of
that chat to Mr Maumela. You see that?

MR CARRIM: Yes, I see that.

ADV CHASKALSON SC: This is his chat with Mr Maumela.

MR CARRIM: Yes.

ADV CHASKALSON SC: And the date is the 31st, and the
time is 15:16:10. So, he is copying his chat with you to Mr
Maumela.

20 **MR CARRIM:** I have no idea why he would do that.

ADV CHASKALSON SC: Well, let us go further. If we go
back to page 5, you see 40 seconds after he sent the
screenshot to Mr Maumela, which ends with you winning the
remittance, you are winning with the remittance, you
responded, not yet. He sent that screenshot at 15:16:10.

You respond at 15:16:52, 42 seconds later, and then you say:

“The lady insists this paid. I am just waiting for some proof.”

We go back to 05:39, and we see that after you have answered his question, you are winning with the remittance, and you have said, not yet, the lady insists this paid. I am just waiting for some proof. He emails that chat to Mr Maumela. So, he is now emailed to Mr Maumela an updated
10 version of his chat with you.

MR CARRIM: He mailed or ...[intervenes]

ADV CHASKALSON SC: Sorry, WhatsApp.

MR CARRIM: WhatsApp.

ADV CHASKALSON SC: And straight after WhatsApp-ing to Mr Maumela at 15:29:23, we go back to 5, he says at 15:29:46, he says to you:

“Okay, we will see when it appears in the account.”

MR CARRIM: Yes.

20 **ADV CHASKALSON SC**: So, he is having a conversation with you, and he is essentially copying that conversation as it develops to Mr Maumela.

MR CARRIM: I see that, yes.

ADV CHASKALSON SC: And you have no idea why he would be here.

MR CARRIM: I have no idea. It is the first time I am seeing this. I do not know why I would take my chats and pass them over to Mr Maumela.

ADV CHASKALSON SC: I see. Let us look at a second instance of this. Can we go to page 11? And there we see at the top of page 11 on the 18th of March, at 10:22 and 10:23 there are calls from Mr Matlala to you, and at 10:40, you respond saying:

“Salaam, I will call you at 12.”

10 And he immediately responds to you at 10:41, saying:

“WLKMSLM.”

Which I understand to be Wa-Alaikum-Salaam.

MR CARRIM: Yes.

ADV CHASKALSON SC: If we then go to 05:44, we see that as soon as he has said Wa-Alaikum-Salaam to you, he again WhatsApp’s a screenshot of that chat, which just shows two empty voice calls, Salaam, I will call you at 12, Wa-Alaikum-Salaam to Mr Maumela. And if we go down, we see at 10:41:43 there is an immediate response from Mr
20 Maumela he calls Mr Matlala back. You see that?

MR CARRIM: Yes.

ADV CHASKALSON SC: And do you have any idea of what you were discussing on 18 March 2025 that may have been of such importance that Mr Maumela wanted to screenshot that exchange, sorry, Mr Matlala wanted to screenshot that

exchange to Mr Maumela, and Mr Maumela immediately responded to the screenshot of what just says voice call, voice call, Salaam, I will call you at 12. He immediately responded. Any recollection of what you would have been talking about on 18 March?

MR CARRIM: No, I do not know why he was sending Mr Maumela my screenshots. I cannot recall of anything important that we were discussing with Mr Matlala.

ADV CHASKALSON SC: Let me try to jog your memory. If
10 you go to 05:43, you will see that almost immediately after your voice calls with Mr Matlala, which were at 10:22, those voice calls that we just saw on the screenshot, a series of visitor codes to Zimbali Estate, well, let us go, were WhatsApp'd from Mr Maumela to Mr Matlala. That help you remember anything?

MR CARRIM: No, I do not know why he was sending them to Zimbali. At this point, I was not even in Zimbali.

ADV CHASKALSON SC: You were not in Zimbali?

MR CARRIM: Yes, yes, but I do not know why he was
20 sending these.

ADV CHASKALSON SC: No, he was not sending them to you.

MR CARRIM: Yes, he was sending them to, yes.

ADV CHASKALSON SC: So, Mr Maumela sends them to Mr Matlala.

MR CARRIM: Agreed, but I have no idea why these were sent.

ADV CHASKALSON SC: Okay. Well, the evidence will be that one of these entrance codes that Mr Maumela sent to Mr Matlala immediately before that, those calls, those voice calls to you that were then screenshot and WhatsApp'd to Mr Maumela, one of those entrance codes was forwarded by Mr Matlala to General Cele and was then used by General Cele to enter the Zimbali Estate. So, at 10:41, when Mr
10 Matlala WhatsApp'd Mr Maumela your exchanges, saying that you would call at 12, it seems that they knew that Mr Matlala was likely to be meeting with General Cele at the time. Was any of this discussed with you?

MR CARRIM: No, nothing. I know nothing about this, any meetings. I knew nothing about this, not at all.

ADV CHASKALSON SC: You did not know about that?

MR CARRIM: Not at all.

ADV CHASKALSON SC: And in due course, you did call back at 12:28. We see that at 11. Go back to page 11.

20 **MR CARRIM**: Yes.

ADV CHASKALSON SC: And you have no recollection of what transpired in that call?

MR CARRIM: I cannot recall what we were talking about.

ADV CHASKALSON SC: And no one mentioned anything about General Cele to you?

MR CARRIM: I knew nothing about this meeting.

ADV CHASKALSON SC: But what it does appear is that Mr Maumela and Mr Matlala knew that Mr Matlala would be meeting with General Cele at the time that you were likely to call. And they did not seem to make any attempt to stop your call. Have any comment on that?

MR CARRIM: Yes, but it was definitely, definitely not related to General Cele. I did not know about this meeting.

ADV CHASKALSON SC: You did not know about that?

10 **MR CARRIM**: No, I did not know about this meeting.

ADV CHASKALSON SC: Let us go to another issue in relation to Mr Maumela. In your witness statement at page 5, paragraph 47, you talk about that interdict.

ADV BALOYI SC: What paragraph?

ADV CHASKALSON SC: Paragraph 47, page 9 of the witness statement.

CHAIRPERSON: You said 5.

ADV CHASKALSON SC: I apologise I apologise. Page 9.

MR CARRIM: Page?

20 **ADV CHASKALSON SC**: Page 9.

MR CARRIM: Paragraph 1.

ADV CHASKALSON SC: Of the witness statement part.

CHAIRPERSON: Sorry, sorry, Mr Chaskalson. I see from the heading it is a totally different subject. May I just ask two or so questions around the issue of the payment. Mr

Carrim, you will remember that yesterday I asked you and I think Commissioner Baloyi also asked you questions along the same lines. I asked you as to why Mr Matlala had not paid directly to Mr Maumela. And I think you did not really have an explanation for that. Am I correct?

MR CARRIM: No, I did counsel.

CHAIRPERSON: You did. All right. What was the explanation?

MR CARRIM: No, I said he insisted and I said to him on
10 numerous occasions, you can do it yourself. You can pay this money.

CHAIRPERSON: Yes.

MR CARRIM: Why do you want me to pay this money? He said, look, you need to help me. You need to pay this money. I am under pressure. I need to pay him this money. And that was the explanation that he gave me.

CHAIRPERSON: That is not really an explanation. That is just an insistence that you must do it instead of him. So, it does not really explain why you and not him. So, I guess
20 that is why I was saying and you did not really have an explanation.

MR CARRIM: Yes.

CHAIRPERSON: Yes. Now, it seems to me that this gets complicated in the sense that Mr Maumela, I will paraphrase, of course, I will not use the exact words that

you use. You said something like Mr Maumela said to you this man had to pay him and that you must pay him after you have been paid. Am I correct? Is my paraphrase correct?

MR CARRIM: No, I am saying the arrangement was between them. And once Mr Matlala ...[intervenes]

CHAIRPERSON: I am talking about – am I correct that there was communication between you and Mr Maumela in relation to the payment? Am I correct?

10 **MR CARRIM**: Before that, him and Mr Matlala were discussing the payment.

CHAIRPERSON: But now I am talking about ...[intervenes]

MR CARRIM: Me and Mr Maumela, yes.

CHAIRPERSON: Yes, and as I say, I mean, I took cryptic notes. But what I captured was you said something like this man, this man being Mr Matlala must pay him, must pay Mr Maumela. And also, that once you have received payment from Mr Matlala, you must then pay Mr Maumela. Am I correct?

20 **MR CARRIM**: Correct.

CHAIRPERSON: Yes, so, I am saying this, in a sense, gets complicated in addition to the questions I asked yesterday. I am wondering in my mind, Mr Maumela already knows that he is going to be paid out of monies that have been paid to you. And I am wondering, why is he not saying

to Mr Matlala, pay me? And did you ask, why must it be these secateurs? Why must it, instead of the direct payment, let me, as Mr Carrim, just get my money. And that is it. I have nothing to do with you. Get your money directly from Mr Matlala. Do you have any idea why it had to be secateurs?

MR CARRIM: Like I said, Commissioner, I kept on saying to them.

CHAIRPERSON: Now, no, no, no. I am addressing
10 between you and Mr Maumela now.

MR CARRIM: Yes, it had to go. I agree that rightfully, Mr Matlala had to pay him. But like I said, they put me under pressure for me to have paid him. And I think I did not refer to a document yesterday. If I can just take you to this document on the messages. So, he wanted me to pay him. And at the same time, you can just go to the messages.

ADV CHASKALSON SC: Which page?

MR CARRIM: When he called me to make this payment, he then called me and said, look, I have got more invoices
20 ...[intervenes]

CHAIRPERSON: You are talking Mr Matlala?

MR CARRIM: Yes, Mr Matlala. So, in order for him to make me or to force me to pay, he said to me, there is another R13 million going to be paid. So please, if you can pay this, and I will see you good on the next payment.

Because at that point, I was still asking, why do not you pay directly? You cannot pay directly. He said, no, you must pay him. Please help me pay him.

CHAIRPERSON: It would have been much, much easier and quicker for Mr Matlala to pay directly to Mr Maumela. I am sure you would agree.

MR CARRIM: Yes, I agree.

CHAIRPERSON: Yes, yes. And did you ask Mr Maumela why the payment had to be secateurs?

10 **MR CARRIM**: According to him, he said that was the instructions from Mr Matlala that the payment will come via me.

CHAIRPERSON: But did you ask Mr Maumela?

MR CARRIM: Yes, I asked him, why do not you ask Mr Matlala ...[intervenes]

CHAIRPERSON: To pay you?

MR CARRIM: Yes, to pay you. Why is he paying me? He said, no, Mr Matlala said, you are going to make the payment. So that is why I am calling you. Please, when
20 you receive this money, make my payment.

CHAIRPERSON: But that does not answer the question, but why me instead of directly? Did you answer it?

MR CARRIM: I have asked him. Like I have said, I have asked Mr Maumela.

CHAIRPERSON: You see, the thing is, being told that Mr

Matlala said he will pay you and you will pay me does not answer the question, but why is the payment not direct? Do you get what I mean?

MR CARRIM: Yes.

CHAIRPERSON: Did you ask why is the payment not direct?

MR CARRIM: I did ask. I just did not get a response from Mr Matlala was just insistent. He would just be insistent. He would say, please, you just have to do this. He would
10 not even give a reason. And I asked him, you can make this payment directly. You do not need me to pay him. Why must I pay him? And he gave Mr Maumela the same story and said, just call Carrim and tell Carrim to make the payment.

CHAIRPERSON: So, you basically have no explanation from Mr Matlala. You also have no explanation from Mr Maumela. Did you not become suspicious of all this?

MR CARRIM: No, Mr Matlala's explanation, like I said, he either owed, I cannot remember correctly, either owed or
20 loaned something to that effect.

CHAIRPERSON: Earlier I asked you and what you said was not really an explanation. And I said to you in so many ways when we commenced with this debate, I said, but that was not an explanation.

MR CARRIM: Yes, he did not give me an explanation.

CHAIRPERSON: So, my question then is, you have no explanation from Mr Matlala. You have no explanation from Mr Maumela. Did you not become suspicious about this secateurs mode of payment and why it had to be so?

MR CARRIM: Yes, I did. But like I said, on Mr Matlala's instructions, there was more money to come. So, I did not want to upset him so that I do not get money on the next payment.

CHAIRPERSON: So, you say you did have a suspicion.
10 What was that suspicion?

MR CARRIM: No, the suspicion was that why would he not pay directly? Why would he want to pay me?

CHAIRPERSON: What was the nature of the suspicion that you had? What did you suspect?

MR CARRIM: No, I just suspected between the two of them, why were they using me? They could have just dealt directly. And then Mr Matlala then says to me, look, there is another payment coming in of 13 million. I will see you good there. So please just do this for me. And when the
20 next payment comes in, I will sort you out.

CHAIRPERSON: And then despite that suspicion, you just went ahead and paid as requested by Mr Matlala.

MR CARRIM: Correct.

CHAIRPERSON: Thank you. Thank you. Thank you.

ADV CHASKALSON SC: You were referring to the chats.

Are you referring to the chats of the Morgan Sorted payment, which are on page 7?

MR CARRIM: No, no, no. Can we just go back to your question? We were busy with the chats.

ADV CHASKALSON SC: No, no. I am just following up on the question the Chair's asked you at this stage and your answer to the Chair. So, you said at the start of your answer you wanted to refer to the chats, and you talked about a call that you had with Mr Matlala. And if I
10 understood your evidence correctly, that was the call when Mr Matlala said just do this and now there is more money coming. I will pay you out of the next payment.

MR CARRIM: Yes, I was going back to the issues of, I think was it the chats between Morgan and between Mr Maumela and Mr Matlala?

ADV CHASKALSON SC: Which chats? There was the chat in relation to invoicing at the end of January. And then there was the chat that happened to be on the same day that Mr Matlala met General Cele at Mr Maumela's house in
20 Zimbali. Which of those chats were you referring to?

MR CARRIM: I wanted to go back to where Mr Matlala then sends me a payment screenshot on the 7th of March.

ADV KHUMALO SC: Sorry, look at page 6. Is that the screenshot you are looking for? The one that shows the payments that I went to reflect on the phone?

MR CARRIM: No, I was going to the one of the 7th of March on page 8.

ADV CHASKALSON SC: Yes.

MR CARRIM: Where he mentioned to me that these payments are coming and then he then sends me the screenshot of these payments coming.

ADV CHASKALSON SC: I just did not understand your reference.

MR CARRIM: I was just trying to say that the reason I
10 made that payment was because he tangled this in front of me and said, here is more money coming, make this payment for me.

ADV CHASKALSON SC: Which payment are we talking about now?

MR CARRIM: I am talking about when we go back to the 5th of Feb.

ADV CHASKALSON SC: Yes.

MR CARRIM: That is the first payment.

ADV CHASKALSON SC: Yes, but that screenshot is sent
20 to you on the 7th of March sometime after you paid R500 000 to Mr Maumela.

MR CARRIM: Yes, but I am saying he knew about this payment then already. So, he called me about this payment of 13 million and said there is a payment of 13 million coming and I was like, can you send me something? And as

time went on, I said to him, you said I must pay Mr Maumela and there is money coming. You have to reimburse my money. That is when he sent me this screenshot to try and convince me in March that money is coming.

ADV CHASKALSON SC: But then after you have seen that screenshot, he asks you to pay more to Mr Maumela.

MR CARRIM: Yes, another 250.

ADV CHASKALSON SC: Yes, and you do.

MR CARRIM: Yes, because he then says to me, I am
10 giving you money, here is money coming. If you can recall, counsel, yesterday I said the initial amount they wanted me to pay was 750. Which I refused on their first payment.

ADV CHASKALSON SC: Yes, I understand that. But if I understood your evidence correctly now, what you were saying is he offered you the prospect of more money coming so that you could pay Mr Maumela the 500 that you had now agreed to pay and he would give you back that 500 and more with your further payments.

MR CARRIM: Yes, he said that, but he did not give it back
20 to me.

ADV CHASKALSON SC: Yes, but then why in the face of that, when the next payment comes through and is only 1 million, so you are now in a net position where that payment is really only 500 000 because 500 000 of it really has already been paid by you to Mr Maumela. Why do you go

ahead and then pay half of your net proceeds to Mr Matlala, 250?

MR CARRIM: It was 250 from a million.

ADV CHASKALSON SC: No, no, but 500 of the million, 500 of the million was what you were owed from the first payment, was it not?

MR CARRIM: Yes, when I asked him, he then said to me, I will make a follow-up payment, which did not happen, and then he then said to me, I think if we can go to page 9, is it
10 the 10th of March? This was the 7th. There is another one here also related to payments.

ADV CHASKALSON SC: Are you talking about the screen at 17:43 on the 10th of March?

MR CARRIM: Yes, at the bottom there. He then says to me, no, that is still coming in. That will be still in the system, and I will see you good.

ADV CHASKALSON SC: Mr Carrim, I do not want to traverse ground that we traversed yesterday, but when we dealt with this stuff yesterday, I put it to you that you do not
20 strike me, one, as a naive businessman, two, as a businessman who lets people walk all over you, and your response to that, and I must say, I was convinced, I mean, I found it an honest response, and the response that I accepted was, yes, but I now was a bit scared, because I had seen press reports, and I had seen press reports, I did

not know if they were true or not, but I was scared. They may have been true. I wanted to protect my family and myself. Now, is that what your evidence is? Is your evidence that you paid Mr Maumela the 500 and the 250 principally because you were scared not to comply with what Mr Matlala was telling you to do?

MR CARRIM: Yes, I was, counsel.

ADV CHASKALSON SC: Because then I think, let us just be clear about that, and, you know, promises of future
10 money and the like, they are not really convincing, and I can accept that answer. I would also have been scared.

MR CARRIM: Okay, thank you.

ADV CHASKALSON SC: But I now want to go back to the Maumela relationship, and if we go to page 9 of your statement, you talk about this Brown-Mogotsi Foundation interdict.

MR CARRIM: Yes.

ADV CHASKALSON SC: And you say in paragraph 47:

20 “Brown approached me for financial assistance regarding litigation to review and set aside a tender that was prejudicing the people of the Northwest. I agreed to assist them financially, because businesses in the Northwest are consistently overlooked when tenders are

awarded despite tender documents that award points to Northwest-based business. This does not contribute to economic growth from the Northwest. I am from the Northwest, and this is a matter I care deeply about.”

So, what you are saying is that the contribution to the Brown, your funding of the Brown-Mogotsi Foundation Interdict was really because you are wanting Northwest
10 money to stay in the Northwest.

MR CARRIM: That is correct.

ADV CHASKALSON SC: Now, if we go to page 507, we see that although the litigant in this case was the Brown-Mogotsi Foundation, your payments did not go to the Brown-Mogotsi Foundation. They went to Gotlhe Specialists. Is there a reason why you did not pay the litigant? You paid, as it were, the principal officer of the litigant's wife, or the wife of the principal officer of the litigant. Why were these payments channelled through Gotlhe? Why did they not go
20 straight to Brown-Mogotsi Foundation, or indeed to the attorneys?

MR CARRIM: Brown-Mogotsi Foundation did not have a bank account, according to what Mr Mogotsi said. He then asked me to please put these funds into Gotlhe Specialists, and that he would transfer them to the attorneys, Tau

Matsimela Attorneys.

ADV CHASKALSON SC: So, this was an indirect payment which was made because you understood that Brown-Mogotsi Foundation did not have a bank account.

MR CARRIM: That is what he told me.

ADV CHASKALSON SC: That is what you have been told. Why did not you pay directly to the attorneys?

MR CARRIM: Because I needed to show Brown said to me, they were going to refund me this money. He was
10 approached by a few business firms, and together they would then refund me the refund, this money, at a later stage. So, I then agreed to give it via his vehicle that he chose, so that he can be a responsible person.

ADV CHASKALSON SC: Now, if we go to page 511, we see the judgment in the case. It is a judgment of Brown-Mogotsi Foundation versus MEC for Health and Mediware. Mediware was the successful tenderer that was interdicted. Is that correct?

MR CARRIM: Counsel, if you go into my statement, I
20 clearly say there I said to Brown I will assist them, but I do not want to be part of the litigation. So, I am not aware. I do not know about Mediware and who he was taking to court.

ADV CHASKALSON SC: So, you would assist. You were not even aware whether Mediware was a local company or

not?

MR CARRIM: No, no, I did not get involved in the actual litigation. I said to him, I do not want to be part of the litigation, and they went ahead with this. I was not party to this.

ADV CHASKALSON SC: So, you put up funds for litigation to protect local businesses without even knowing whether the successful bidder was a local business?

MR CARRIM: Like I said, I did not want to be part of the
10 litigation, so I did not want to check what, I did not even check who is going to court, who is not going to court.

ADV BALOYI SC: But Mr Carrim, considering what you say in your statement, the reason for providing financial assistance is to make sure that business stays in the Northwest. I would expect that you would have looked at who is the winning bidder, because your interest, your declared interest in paragraph 48 is to make sure that business, that kind of business stays in the Northwest.

MR CARRIM: Yes, he approached me, he did not give me
20 details, he just said to me, there is these business forums, there were three or four business forums with him on the day of the meeting, they all requested that I assist them, and I said, okay, it is fine, I will assist you, but I do not want to be part of the litigation, I will assist you and you guys can then proceed. And they then agreed with Brown

that they will use his foundation.

ADV BALOYI SC: Yes, no, I have heard you say you did not want to be involved in the litigation I have heard that part. I am asking a different question, following up on what Mr Chaskalson is discussing with you, that in paragraph 48, you say you provide assistance because you want business to stay in the Northwest, it must be business granted to Northwest-based businesses, that is what you say. So, what I am putting to you is that you surely would have
10 satisfied yourself that the winning bidder is not a Northwest business.

MR CARRIM: Brown just told me it is a company from outside, I agreed with him and I assisted him with the funds.

ADV BALOYI SC: So, you knew it was a company from outside?

MR CARRIM: That is what he told me.

ADV BALOYI SC: Yes, so you knew that ...[intervenes]

MR CARRIM: From what Brown told me I knew that.

ADV BALOYI SC: Thank you.

20 **ADV CHASKALSON SC:** And now, did Brown ever meet with you and Mr Maumela?

MR CARRIM: No.

ADV CHASKALSON SC: You say no? Because after your evidence yesterday, Mr Mogotsi called us up and said he had in fact met with you and Mr Maumela shortly after this

tender. You have no recollection of that?

MR CARRIM: No.

ADV BALOYI SC: You have no recollection or you deny that that meeting?

MR CARRIM: I did not meet with Mr Maumela and Mr Mogotsi.

ADV CHASKALSON SC: So, you deny that such a meeting took place?

MR CARRIM: Yes.

10 **ADV CHASKALSON SC:** Do you know who Aloo Construction is? A-L-O-O?

MR CARRIM: No.

ADV CHASKALSON SC: Can I take you to page 399? Maybe 398 is where to start. And the document on 398 is the preservation order that SARS obtained against Mr Maumela. If you go down to 399, you see that the 11th respondent on that preservation order was Aloo Construction.

MR CARRIM: Yes, I see that.

20 **ADV CHASKALSON SC:** Now, Aloo Construction is alleged in this preservation application to be a company of Mr Maumela. Were you aware of that?

MR CARRIM: No.

ADV CHASKALSON SC: You were not. Aloo Construction was also one of the losing bidders in the Mediware tender

that was interdicted with your money. Were you aware of that?

MR CARRIM: No.

ADV CHASKALSON SC: You see, Mr Carrim, I find this quite difficult to believe because this interdict is an interdict that is funded over the period August and September. Well, let us go back to the dates. Your payments, your first payment comes in on the 10th of August.

MR CARRIM: Which document?

10 **ADV CHASKALSON SC**: Page 507. The 507, your first payment to Gotlhe is on the 10th of August and your second payment is on the 19th of September.

MR CARRIM: Yes, I see that.

ADV CHASKALSON SC: You see that.

MR CARRIM: Yes.

ADV CHASKALSON SC: Now, your evidence yesterday was that over the period August to October 2023, you and Mr Maumela were busy putting together a joint venture in a chrome mining operation. Do you recall that?

20 **MR CARRIM**: Yes.

ADV CHASKALSON SC: And you had already become friends because you purchased his house the previous year, in 2022.

MR CARRIM: Yes.

ADV CHASKALSON SC: So, what you are saying to us

today is that in August and September 2023, you put up funds to interdict the award of a tender to a party other than Mr Maumela's company who had lost the tender. You successfully interdicted that, or your funds successfully contributed to the interdicting of that award. You were engaged in a joint venture with Mr Maumela at the same time, a R50 million joint venture about a chrome mine. You had become friends because he had sold the house to you. But you had no idea that this interdict that you were running
10 in the Northwest just happened to assist his company, Aloo Construction, to have another attempt at winning the tender. Is that your evidence?

MR CARRIM: Yes.

ADV CHASKALSON SC: I am afraid I have to put it to you that that evidence is false.

MR CARRIM: No, sir, that is not what happened.

ADV CHASKALSON SC: So, Mr Maumela never mentioned to you that in your backyard he was bidding for a contract with the Department of Health.

20 **MR CARRIM:** No, he did not.

ADV CHASKALSON SC: And you just were not aware when you put up this money to fund the litigation that just happened to be of great assistance to Mr Maumela that you were helping out your good friend and current business partner. You were not aware.

MR CARRIM: No.

ADV CHASKALSON SC: I see. I am going to move away from Mr Maumela now, so if there are any questions that anybody wants to ask, then let me move. Can we go back now to discuss your arrangements with Mr Matlala around the Medicare contract? You deal with them in your statement from paragraph – sorry, if you can just bear with me for a minute.

ADV KHUMALO SC: Sorry, can we put File 2 away? We
10 need to make some space here. It gets a bit
...[incomplete]?

ADV CHASKALSON SC: Yes, we might need to come back to File 2, I think about 10, 15 minutes. The version in your statement about your arrangement with Mr Matlala was that this was – and it is in paragraphs 11 and 12 on page 3 of your statement. It was a relatively simple agreement. You advance 10 million. You will be repaid – you will get a return of an additional 10 million over the three-year contract, and repayments will take the form of 10 percent of
20 all payments. And you explain the monies that you advanced in respect of that agreement. That was the version in the statement. You said that you had no relationship with Mr Matlala, or no commercial relationship with Mr Matlala before, so you were dealing with him in a commercial context for the very first time.

MR CARRIM: Yes.

ADV CHASKALSON SC: And he made an unsolicited approach to you for the money. An unsolicited approach to you. It is not that you approached him, he approached you.

MR CARRIM: He approached me, yes.

ADV CHASKALSON SC: And on what – how did he introduce himself? How did he say – how did he say he came to you?

MR CARRIM: I explained that yesterday, counsel.

10 **ADV CHASKALSON SC:** Yes, you just say he knew you from the security industry and he arrived up in a Rolls Royce.

MR CARRIM: No, I said he contacted my one of my security personnel who was on the website and requested my number there.

ADV CHASKALSON SC: Yes, so, it was – he knew you from the security industry, which is how he, at any rate, said that he came to you.

MR CARRIM: Yes.

20 **ADV CHASKALSON SC:** You took no security for your loan, the 10 million that you were lending. There was no security.

MR CARRIM: No.

ADV CHASKALSON SC: You did not conclude a written contract in respect of the loan. We covered this yesterday.

I am just setting up the curious features of this. That was the version that we saw in the statement, but it turned out that the statement did not describe the whole story because you amplified considerably in your evidence. Your first piece of amplification was that you explained that for a while Mr Matlala asked you for help with an accountant.

MR CARRIM: That was much later into the contract, much later. It was around October.

ADV CHASKALSON SC: October. So, he asked you for
10 help with an accountant to assist him with his business and that was in October.

MR CARRIM: End of October, yes.

ADV CHASKALSON SC: Yes, but you did not mention that in your statement.

MR CARRIM: Yes, that was not in my statement.

ADV CHASKALSON SC: Is there any reason why you did not mention it?

MR CARRIM: No, I – there is no reason.

ADV CHASKALSON SC: And you said that you had Mr
20 Mohammed sitting on a board committee of Medicare 2024 for a while to look after your interests.

MR CARRIM: It was not on the board. It was a finance, like a finance committee.

ADV CHASKALSON SC: A finance committee. So, it was not the board itself. Was it a committee of the board or just

a committee, an executive committee?

MR CARRIM: No, a finance committee looking at invoices going to SAPS.

ADV CHASKALSON SC: So, he was looking at invoices going to SAPS and he was there to protect both of your interests in that regard.

MR CARRIM: Yes.

ADV CHASKALSON SC: And we saw – but that was also not mentioned in the statement. Is there any reason you
10 did not mention it in the statement?

MR CARRIM: No reason.

ADV CHASKALSON SC: No reason. And we saw Mr Matlala expressly asking you for help with invoicing when you had already gone off to Cape Town for the January 8th celebrations. Do you recall that?

MR CARRIM: He was not asking for help with invoices. At that specific time, Mr Matlala needed more funding. He wanted a meeting so that he could show me how much invoices are going in so that he could get a top-up. At that
20 time, he was looking for an additional R10 million.

ADV CHASKALSON SC: Let us look at that message because I do not think that answer is consistent with the message. Go to page 2. His message to you is at 701.41. It is the green message on page 2:

“Salaam, brother. Now is the time to

start invoicing. Was wondering if I can see you before we send invoices. I can even come to your place. Please advise.”

He wanted to see you before he sent the invoices.

MR CARRIM: Correct. He wanted to show me what he is going to be submitting, how much invoices he is going to be submitting, and then show me that that is why he needed the additional funding because we are going to have to wait
10 for this money again and he needed to service and pay more of his subcontractors.

ADV CHASKALSON SC: But if that was all that he wanted to do, why did he need to see you and why did he need to see you before he sent the invoices? Why did not he just show you the invoices?

MR CARRIM: He needed to come because he asked me over the phone for the money. I said no. He said, so can I please come see you? Can I please come and show you what I need to do or what I am going to be doing? This is
20 what I am doing. Can I come? He wanted a face-to-face meeting for that.

ADV CHASKALSON SC: I can understand why he might have wanted a face-to-face meeting, but surely, he would have been in a better position on that face-to-face if he had already sent invoices.

MR CARRIM: He wanted to show me. That is what he told me.

ADV CHASKALSON SC: So, you are saying he was not asking for help with invoices in this message?

MR CARRIM: Even when Mr Mohammed sat on his committee, Mr Mohammed was not in charge of assisting with the invoices, only to sit there and have a look and see what they are doing. We had absolutely no access to his invoicing. Myself and Mr Mohammed.

10 **ADV CHASKALSON SC:** So, what do you think Mr Maumela, sorry, Mr Matlala was wanting to show you? Was he wanting to show you draft invoices?

MR CARRIM: He wanted to show me all the invoices, the amounts of all the invoices that he was going to submit.

ADV CHASKALSON SC: And what did you expect to see?

MR CARRIM: Invoices.

ADV CHASKALSON SC: Invoices that had not been sent?

MR CARRIM: I am not sure if he had sent them or not sent them yet.

20 **ADV CHASKALSON SC:** He had not sent them because he says before we send invoices.

ADV BALOYI SC: Sorry, Mr Chaskalson. Mr Carrim, this discussion about this additional loan that you say this WhatsApp message was about, when did that discussion happen?

MR CARRIM: It started around December when he wanted more funding.

ADV BALOYI SC: Okay, and you say it started in December and continued when? To when before this WhatsApp message?

MR CARRIM: Yes, he continued post this message as well. He was looking for more funding.

ADV BALOYI SC: Yes, you see, I am asking because on that page 2, you have an afternoon, you send to him good
10 afternoon on the 30th of December and the next thing that happens in the series of communication is that WhatsApp message on the 7th of January. So, there is no intervening communication between the two of you that accords with the explanation you are giving now about this WhatsApp message. Do you understand what I am saying?

MR CARRIM: No, I do not understand, Counsel, Commissioner.

ADV BALOYI SC: You say, you explain this WhatsApp message of the 7th of January as being about him wanting
20 to talk to you about a loan.

MR CARRIM: Yes.

ADV BALOYI SC: And what I am saying to you, what I am not seeing is a trail of communication between the 30th of December, which was the last message from you in 2024, where you say afternoon, and the next message from him on

the 7th of January, there is nothing in between the two communication or pieces of communication which accords with your explanation or your attempted explanation of the message of the 7th. I would have expected to see either missed telephone calls in between, and then you would then testify and say, well, in those telephone calls, he told me he wanted to come and talk about the R10 million, but we do not have that.

MR CARRIM: There is a call on the 30th.

10 **ADV BALOYI SC**: Yes, what about it?

MR CARRIM: I am saying there is a call on the 30th. There were a few calls. We spoke about this additional funding, and I see my messages only start from the 11th of December, but there is many calls prior to this, and I am sure if we can get his records, and even when he comes here, I am sure he will be able to tell you that he really needed extra funding. He was looking for that 10 million to top up.

ADV BALOYI SC: Yes, he may well have needed extra
20 funding, and he may well have had that conversation with you, but your explanation of the WhatsApp of the 7th of January that it was to talk about the funding, it does not accord with this series of communication on the 30th of December, and then you get a message that is very specific. He wants to speak to you to see you before he

sends invoices. That is what he says to you, and then you say, well, it was about funding. It had to do with the additional funding. I do not understand that explanation. At least it is not reflected in these communications.

MR CARRIM: He wanted to show me the invoices. We spoke about this. He wanted to show me and say, here is invoices. Let us discuss. I am sending these invoices in. Can you, based on what I am sending in, can you then top up so much or so much, because here are the invoices
10 going in. I assisted him in no way to submit any invoices.

ADV BALOYI SC: My point exactly, that you know that he wanted to, he is telling you about seeing you before he sends invoices. You know that he wants to show you the invoices because he wants to back up a request for payment, I mean a request for a further loan, but there is nothing in this correspondence that supports that. You are giving an explanation to a message of the 7th, which is not backed up by anything that is on the face of that message.

MR CARRIM: But that was what transpired. We did not
20 even meet after that.

ADV BALOYI SC: But do you accept that this message, on the face of it, it does not convey what you are saying. As I understand it, what you are conveying is he wanted to show you these invoices before he sends them off because he wanted to back up his request for funding, for further

funding. That is what you are saying. Do you accept what I say to you but this message itself, when you read this message, together, especially together with your last message to him, there is nothing that backs up that explanation you are giving.

MR CARRIM: I am sure when he comes in, he will be able to back this up, definitely.

ADV BALOYI SC: Thank you.

ADV CHASKALSON SC: If we go back to what actually
10 happened in the operation of the contract, your evidence yesterday was, although the agreement was that you would get 10 percent of the income that you were entitled to when SAPS started paying in September, you did not take it because you let Mr Matlala keep that because he had cash flow problems.

MR CARRIM: He wanted to recover his state establishment costs.

ADV CHASKALSON SC: Yes, but in terms of your agreement with him, you were entitled to take 10 percent.
20 You had put up 10 million and you were going to get paid back 10 percent of all revenue that the contract generated.

MR CARRIM: Yes.

ADV CHASKALSON SC: And you elected essentially to waive that right.

MR CARRIM: We had a meeting and in that meeting we

agreed that we will allow that one to pass. But there were other invoices that were paid which was not disclosed to me.

ADV CHASKALSON SC: Other invoices that were paid when?

MR CARRIM: I am not sure, but in between the periods where my people were removed or my person was removed. That is what I suspect. I do not have the proof of that, but that is my suspicion.

10 **ADV CHASKALSON SC:** And have you managed to pin down those dates with better particularities to when your people were there and when they were not?

MR CARRIM: I have requested them, I should be getting those, and I will hand them over to you.

ADV CHASKALSON SC: Thanks. If we move on, it says, well, when we move on, we see that when you finally start getting your payments, you agreed to act as a conduit for Mr Matlala to pay Mr Maumela a third of the first payment and a quarter of the gross second payment, which was in
20 fact the same as 50 percent of the net second payment.

MR CARRIM: Councillor, I never said that yesterday. I was given two options by the Commissioner yesterday and I refused to accept that I was a conduit. There were two options given to me yesterday and if we can go back to the transcripts, I had said I took the first option. I just need to

go there and tell you what it was, but I did not say that I was a conduit.

ADV CHASKALSON SC: Well, we can see what the record says yesterday. Let us frame it this way. You agreed to take the payment that Mr Matlala made to you of one and a half million and to spend 500 000 of that paying Mr Matlala's debt or loan to Mr Maumela.

MR CARRIM: Yes.

ADV CHASKALSON SC: Yes, and then when the second
10 payment came in, you paid 250 000 of that to discharge Mr Matlala's obligation or to advance a loan on his behalf to Mr Maumela.

MR CARRIM: Yes.

ADV CHASKALSON SC: And this had nothing to do with your relationship with Mr Maumela, it had to do with Mr Matlala's relationship with Mr Maumela.

MR CARRIM: Yes.

ADV CHASKALSON SC: So essentially, you took 750 000
20 of your money to pay to Mr Maumela at the request of Mr Matlala.

MR CARRIM: It was not my money. I was going to be replaced. It was not my money. He asked me, he said, I am giving you this money and I am going to top you up, I am going to make good on it.

ADV CHASKALSON SC: So, either it was your money, in

which case you were not a conduit, or it was Mr Matlala's money, in which case you were a conduit. Because if it was Mr Matlala's money all along, then you were really acting as a conduit for Mr Matlala to pay Mr Maumela. If it was your money, then you have elected, essentially, to use your own money to pay Mr Maumela, because that is what Mr Matlala wants you to do, and you will now have an additional claim against Mr Matlala to claim that back.

MR CARRIM: Mr Matlala asked me to pay their monies and
10 said he will replace those monies.

ADV CHASKALSON SC: So, was it Mr Matlala's money that you were paying to Mr Maumela, or do you accept that it was your own money that you were paying to Mr Maumela?

MR CARRIM: It was my own money.

ADV CHASKALSON SC: So that was the version of how the contract operated when we had regard to your testimony and the statement, but it now seems that you did not tell us the full extent of your payments. Because the documents
20 that we discovered this morning show that on the 27th of June, there was a 1 million payment from Tasmica, another one of your companies, or let us clarify, is Tasmica Construction one of your companies?

MR CARRIM: Yes.

ADV CHASKALSON SC: And did Tasmica pay Medicare

R1 million on the 27th of June 1994?

MR CARRIM: Counsel when we received ...[intervenes]

ADV KHUMALO SC: 2024.

ADV CHASKALSON SC: Sorry, 2024.

MR CARRIM: When we received your documents this morning, for me, this was something I was confused because I had instructed my office to make payments from Ziggy Investments and Tameez Investments, 5 million from Ziggy and 5 million from Tameez. When I saw those
10 payments, I then made a call to my office to find out because the instruction I gave was 5 and 5, and I am still saying 5 and 5. That payment of Tasmica, I need to go, that is why I asked for more time, I needed to go now and check in my office who actually authorised those payments because I have got two people in the office or four people in the office that deal with payments. I gave them an instruction, I said 5 and 5. At no point did I give them an instruction to pay from Tasmica.

ADV CHASKALSON SC: So, are you now saying that that
20 1 million payments on the 27th of June 2024, was a payment made without your authorisation?

MR CARRIM: I give them instructions, they have access to the bank, they process payments, and they send me ...[intervenes]

ADV CHASKALSON SC: I am sorry to interrupt you Mr

Carrim, but this is a very simple question. Did you or did you not authorise the payment of R1 million from Tameez that was paid on 27 June 2024?

MR CARRIM: Not Tasmica, not Tasmica.

ADV CHASKALSON SC: Did you authorise the payment of 1 million from anyone for payment on the 27th of June?

MR CARRIM: I give instructions, they authorise payments, they do the payments.

ADV CHASKALSON SC: No, we are talking past each other. Did you instruct anybody to pay an additional R1 million to Medicare 24 on the 27th of June?

MR CARRIM: No.

ADV CHASKALSON SC: So, somebody inside your organisation took it upon themselves to pay R1 million of your company's money without your knowledge or consent?

MR CARRIM: Yes, I am confused. Hence, I said to my legal team that I need to get hold of my office, I need to get the people in my office and find out exactly who authorised the payment, because my instructions were very clear. My investment was 10 million. When these payments came, I then tried to call them this morning, they are working remotely, but I need to find out who authorised this payment from my office and who made this payment from my office.

ADV CHASKALSON SC: So, who have you tried to call today to find this out?

MR CARRIM: I phoned my payments manager, Mr Hein Van Vuuren.

ADV CHASKALSON SC: And have you spoken to him today?

MR CARRIM: Well, I have tried to get hold of him on two or three occasions now, and we have been busy in here, so.

ADV CHASKALSON SC: Well, you were told about these payments, or your attorneys were told about these payments sometime around about 6 o'clock this morning,
10 and you were aware of them before we started. Had you tried to get hold of Mr Van Vuuren before we started?

MR CARRIM: Yes, yes, I have tried.

ADV CHASKALSON SC: Then there was an adjournment to 11:45. Have you spoken to him since you first tried to get hold of him?

MR CARRIM: In consultation with my legal team, we said once we break here, we need to call him, once we break for lunch.

ADV CHASKALSON SC: I see, so you still have not
20 spoken to Mr Van Vuuren?

MR CARRIM: No, I have called, I have not spoken to him yet.

ADV CHASKALSON SC: I see. Well, Chair, we are a couple of minutes before the lunch break, this might be a good opportunity to give Mr Carrim a chance to call Mr Van

Vuuren.

ADV KHUMALO SC: Sorry, on this point, I am just trying to understand, is this payment by Tasmica Construction part of the 10 million, or is it over and above the 10 million reflected in paragraph 12 of your statement?

MR CARRIM: I would have to go and check, because my instructions to my office was 5 and 5. That was my agreement, 10 million and nothing more. So, I need to get hold of Mr Van Vuuren and Mr Sayed, who are then in
10 charge of payments in my office, and a certain lady by the name of Shakira, and find out who authorised this payment from Tasmica.

ADV CHASKALSON SC: Can I just follow up, because I can clarify Commissioner Khumalo's question. If you go to page S3, three of your statement bundle.

MR CARRIM: Yes.

ADV CHASKALSON SC: There you will see how the 10 million that you refer to there is made up. It is 5 million from Ziggy on 26 June. It is 2.5 million from Tameez on 7
20 July. It is 1.5 million from Tameez on 15 July, and it is 1 million from Tameez on 24 July. And in Annexure SC1, at the end of your statement, you provide bank statements that show each of these payments that you refer to in 12.1 to 12.3, and those payments add up to 10 million. So, the payment of 1 million on the 27th of June was over and above

the 10 million. Do you accept that?

MR CARRIM: It was only brought to my attention this morning.

ADV CHASKALSON SC: I am not debating whether you knew about it or not, but I am asking you, do you accept that it was over and above the 10 million?

MR CARRIM: I will have to go and do a recon and check, Councillor.

ADV CHASKALSON SC: Maybe you can do that recon at
10 lunch while you wait for Mr Van Vuuren to get in touch. But
look also at the 1.12 million payments on the 7th of October,
because what you will see when you do that recon is that
what you paid to Medicare was not 10 million. It was 12.12
million.

CHAIRPERSON: Let us adjourn and resume at 2 pm.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Apologies for being one minute late. Last
minute, the legal representatives, including the evidence
20 leaders, wanted to see us.

ADV CHASKALSON SC: Chair, are we just continuing at
this stage or are we going to sort out the closing time?

CHAIRPERSON: I think the housekeeping matter must be
placed on record right away, perhaps.

ADV BHANA SC: Thank you, Chair. My attorney and the

witness have made arrangements to go to Mecca and Medina. I believe they are travelling tomorrow, so they have asked for an indulgence if we could finish a little earlier to get their arrangements in order, and I think what was mooted was quarter to 3 or 3 o'clock, if the Commission will grant that indulgence.

CHAIRPERSON: Between quarter to and 3 o'clock, will 3 o'clock work?

ADV BHANA SC: Thank you.

10 **CHAIRPERSON:** Thank you, 3 o'clock is better. Mr Chaskalson.

ADV CHASKALSON SC: Chair, I am, you know, I am in the Commission's hands. Whatever, I certainly do not want to interfere with ...[intervenes].

CHAIRPERSON: Oh, thank you. 3 O'clock it is, then. Thank you very much. Yes, Mr Chaskalson?

ADV CHASKALSON SC: Thank you, Chair. Did you managed to get hold of Mr Van Vuren? Is it Mr Van Vuuren?

20 **MR CARRIM:** Yes, Counsel.

ADV CHASKALSON SC: And what were you able to establish?

MR CARRIM: They are going to look into it now. They are looking into the matter. It was 2 years ago. I just got hold of him. Like I said, the offices are closed, but I said he

needs to quickly get hold of the other person and try and see exactly who authorised that payment.

ADV CHASKALSON SC: So, but you know you did not authorise that payment?

MR CARRIM: No.

ADV CHASKALSON SC: So what we have is a situation where over and above the 10 million that you instructed to be paid in accordance with your agreement with Medicare 24 Tshwane, there was a payment of 1 million from Tasmica
10 on the 27th of June 2024, and there was another payment of 1.12 million on the 7th of October 2024. Is that correct?

MR CARRIM: The second one is, 1?

ADV CHASKALSON SC: 1.12, one million one hundred and twenty thousand. Is that correct?

MR CARRIM: Yes, those are the payments, yes.

ADV CHASKALSON SC: Yes. So the total amount from your companies paid to Medicare 24 was in fact 12,120,000, not 10 million.

MR CARRIM: That is what I established now.

20 **ADV CHASKALSON SC:** Yes. And your evidence is that you first became aware of the extra 2,120,000 from Tasmica today, when the Commission drew it to your attention.

MR CARRIM: This morning when I woke up from my morning prayers, my attorney alerted me about this.

ADV CHASKALSON SC: So does anybody other than you

have authority to issue instructions for payments of 1 million and more out of Tasmica's account?

MR CARRIM: There is not, but people have access.

ADV CHASKALSON SC: No, no, there is a separate question. The people who have access, I understand you can process banking transactions, but does anyone have authority to issue the instruction, on behalf of Tasmica you will pay 1 million?

MR CARRIM: Only I issue instructions.

10 **ADV CHASKALSON SC**: Only you. So anybody who made this payment, or these two payments without your knowledge was misappropriating money from Tasmica's account?

MR CARRIM: I am now made aware of that, Counsel.

ADV CHASKALSON SC: One good thing to come out of this Commission for you is that you have been alerted to the fact that people have stolen 2.12 million from you.

MR CARRIM: I just had that discussion with my Counsel now. I would like to thank the Commission for that.

20 **ADV KHUMALO SC**: Let me just understand this. Where would that person have gotten bank details to pay Medicare 24? I mean, they could only have got that from you, since they have not had any interaction with Mr Matlala. Somebody who paid from Tasmica's account into Medicare 24, this 2.1 million, no 2.2 million.

MR CARRIM: Commissioner, when you have these accounts, it is a joint account, so those beneficiaries are shared amongst all those. So I assume that is where this problem came from.

ADV KHUMALO SC: Thank you.

ADV BALOYI SC: Mr Carrim, does it mean that you are not a nominated signatory to the Tasmica account?

MR CARRIM: Commissioner, I have about 10 accounts that I deal with. So most of these accounts, I give it to my office
10 to deal with. I do not deal with payments because I am mostly on the road and I do not have time to make payments. So I delegate these payments to a certain team in my office. I am the nominated person, but they have all the details, they have all the login details.

ADV BALOYI SC: You are a nominated signatory to the account.

MR CARRIM: Yes.

ADV BALOYI SC: Okay, thank you.

ADV CHASKALSON SC: And do you receive payment
20 notifications from that account?

MR CARRIM: With FNB, from time to time, you might get an email, you might get an SMS. It is not consistent. It either comes via an email or it either comes via an SMS.

ADV CHASKALSON SC: But is it possible that a transaction for 1,120,000 might go off the Tasmica account

without any notification to you?

MR CARRIM: Counsel, it is possible. Sometimes I am on the mine, messages do not come through, there is no networks. It is quite deep into the rural area. So there is a possibility.

ADV CHASKALSON SC: No, I understand that you might not get a contemporaneous message because the signal's down. But when you go back into the land of signal, that message ought to be delivered to you.

10 **MR CARRIM:** Yes, but at that time, remember, it is not only bank messages coming in. There will be a lot of people trying to call you, so it is multiple of messages. I just do not look at them. I do not go to the messages.

ADV CHASKALSON SC: I see. Now, Mr Carrim, you certainly do not strike me as a sleepy businessman. Have you managed to lose 2 million in your bank accounts before? Has that ever happened to you before?

MR CARRIM: Counsel, these days, and I have been looking at a lot of the companies, there is a lot of siphoning going on. There is a lot of money being lost in accounts, a lot.

ADV CHASKALSON SC: It is a separate question I am asking. Has anyone ever made a payment of R1 million in one payment out of your account without your noticing?

MR CARRIM: No.

ADV CHASKALSON SC: Not your knowledge.

MR CARRIM: Not to my knowledge, yes.

ADV CHASKALSON SC: And, of course, no one has made a payment of R1.12 million out of your account without you seeing it.

MR CARRIM: Yes, and that also sounds like a very, 1120 does not sound like a payment that I would instruct to make.

ADV CHASKALSON SC: Yes, it is a payment that attracts attention, 1,120,000, is it not?

10 **MR CARRIM:** Correct.

ADV BALOYI SC: Are you a director? What is an official relationship other than a shareholder? What other relationship do you have?

MR CARRIM: I am the director.

ADV BALOYI SC: You are a director. And the company does prepare financials. You would expect something like this to have been picked up by whoever prepares your financial records?

20 **MR CARRIM:** Well, if it is not, if they do not pick up, if it is not suspicion and went off the bank accounts, the accountants will continue and process with the payments because they would have thought I authorised. So, accountants work off the bank statement and process according to the bank statement. They will not call me for every transaction.

ADV BALOYI SC: So, they would think you have authorised because you are the person with authority to authorise?

MR CARRIM: No, no, no, they would think that I gave the instruction for payment.

ADV BALOYI SC: That is what I mean?

MR CARRIM: Yes.

ADV BALOYI SC: You are the only person that gives instructions for payment.

10 **MR CARRIM:** Yes.

ADV BALOYI SC: Thank you.

ADV CHASKALSON SC: Yes, but they would have to know how to enter it in the books and if they went to the bank statement, they would see, let us look at page 555.

ADV BHANA SC: Can our learned friend perhaps just give us a description of the document. I am sure we have it. It is just not paginated.

ADV CHASKALSON SC: Oh, sorry, I apologise. Do we have, if we go to the June bank statement.

20 **ADV BHANA SC:** Have we not, are they this morning's documents?

ADV CHASKALSON SC: This morning's documents, yes, but can I just clarify because there was a set that should have been paginated and given to the Commissioners and to the witness and to the witnesses' attorneys.

ADV BHANA SC: No. We do not ...[intervenes].

ADV CHASKALSON SC: This morning's documents.

ADV BHANA SC: [Indistinct]... [not close to microphone].

ADV CHASKALSON SC: Sorry.

ADV BALOYI SC: Mr Chaskalson, if I could just check, what you are referring to is the Tasmica Construction statement?

ADV CHASKALSON SC: Yes. Yes, I must apologise to my colleagues for this because I am told that the witness has a
10 paginated file, the Commissioners have a paginated file, but the witness' legal team does not. What we are referring to is the Tasmica, it is this morning's documents, it is the Tasmica Construction statement for June, and if we go down to the 27th of June.

CHAIRPERSON: Have you managed to locate it, Mr Bhana?

ADV BHANA SC: We have got the documents. We will try and follow. Or can we just get one of your files and we will just paginate it quickly.

20 **CHAIRPERSON:** My colleague, Commissioner Baloyi, is lending you hers.

ADV CHASKALSON SC: So if we look at the bottom of the page, the only reference for that payment on the 27th of June is FNB app payment to loan. Now, whoever is preparing your accounts, if they are going to prepare the

accounts, would need to know who the loan was made to or from. So there have to be, so the accountants ought to have asked the question, how do we book this 1 million, how do we describe the loan, because it does not say Medicare 24.

MR CARRIM: Yes, correct.

ADV CHASKALSON SC: So, sorry, Mr Carrim, I thought you were about to say something.

MR CARRIM: No, no, no.

10 **ADV CHASKALSON SC:** So, ordinarily what would happen when your accountant sees a payment of R1 million that just says payment to loan and it does not describe who that loan is to or from, who do they ask?

MR CARRIM: They talk to the office. I have got a lady that captures on the instructions of Mr Van Vuuren.

ADV CHASKALSON SC: So someone in the office would then have had to have looked at this 1 million payment to say, account for it this way?

MR CARRIM: Yes, Mr Van Vuuren would look at it and
20 then instruct the capturer who captures these for accounting purposes and give them the reasons.

ADV CHASKALSON SC: And how often are Tasmica's accounts prepared, do you have six-monthly accounts, annual accounts? I mean, obviously you are going to have sort of working accounts, but do you prepare six-monthly

financial statements, do you prepare annual financial statements?

MR CARRIM: Annual financial statements.

ADV CHASKALSON SC: And Tasmica tenders for local government and provincial contracts, does it not?

MR CARRIM: Yes.

ADV CHASKALSON SC: So it needs audited financial statements.

MR CARRIM: Yes.

10 **ADV CHASKALSON SC:** So auditors will then have to look at these accounts.

MR CARRIM: Yes.

ADV CHASKALSON SC: And an auditor, when is financial year-end for Tasmica?

MR CARRIM: It should be February.

ADV CHASKALSON SC: February. So this payment would have been financial year-end February last year.

MR CARRIM: Yes.

20 **ADV CHASKALSON SC:** And do you have audited financial statements for 2025 yet?

MR CARRIM: I would have to check with the auditors.

ADV CHASKALSON SC: How long does it ordinarily take for your auditors to prepare audited financial statements?

MR CARRIM: I have two accountants or three. I just need to check who is looking after this.

ADV CHASKALSON SC: No, no, my question is slightly different. It is what is, how long does it ordinarily take them to prepare audited financial statements? How long do you normally have to wait before you get your financial statements?

MR CARRIM: A couple of months.

ADV CHASKALSON SC: A couple of months.

MR CARRIM: Ja.

ADV CHASKALSON SC: By mid-year, you should have
10 financials for the previous February, should you not?

MR CARRIM: I speak under correction, but yes, around mid-year.

ADV CHASKALSON SC: So you ...[intervenes].

ADV KHUMALO SC: Do you mean from date of year-end?

ADV CHASKALSON SC: From date of year-end. So by now, you ought to have audited financial statements for year-end February 2025.

MR CARRIM: That was last year. I would have to check, yes.

20 **ADV CHASKALSON SC:** We are 13 months down the line.

MR CARRIM: Yes, I presume, yes.

ADV CHASKALSON SC: So these payments of 1 million on 27 June and R1,120,000 to loan on 7 October seem to have escaped the auditors as well.

MR CARRIM: Yes, we need to check. That is why I am

saying something does not look good here.

ADV CHASKALSON SC: No, no, something certainly does not look good here.

MR CARRIM: Yes, so even for me, that is why I requested more time in postponement so that I could get to the bottom of this, because this is troubling me now. It is a lot of money, and between Mr Van Vuuren and the capturer, I need to find out what happened here.

ADV CHASKALSON SC: It may not just be Mr Van Vuuren
10 and the capturer, because these amounts were paid to Medicare 24, and certainly the October amount, the 1,120,000 payment, was paid in a period where either Mr Khair or Mr Mohammed would have had sight of payments into Medicare 24's account.

MR CARRIM: No, Counsel, they were not in. Mr Khair was already removed at that time. Mr Mohammed got in a bit later.

ADV CHASKALSON SC: So this was just in a window between Mr Khair and Mr Mohammed?

20 **MR CARRIM:** Yes.

ADV CHASKALSON SC: Have you established what those dates are?

MR CARRIM: I will get them, and they will be sent to you by tonight.

ADV CHASKALSON SC: I see. So this 1,120,000

payment, you believe to have been made in a window between their two periods of oversight of the Medicare 24 accounts?

MR CARRIM: Yes.

ADV CHASKALSON SC: Now, as far as you are concerned, this is an unauthorised payment. It is just money misappropriated from Tasmica.

MR CARRIM: Yes, I did not authorise these payments.

ADV CHASKALSON SC: So what Medicare 24 owes you, 10 in fact, is not 18.25 million, it is actually more than 20 million, because it owes you another 2.12 million. Do you agree with that?

MR CARRIM: I think after we check and confirm from all these bank accounts, we will then be able to determine the correct figure.

ADV CHASKALSON SC: But as you stand today, your position is that Medicare, or before you were alerted to these payments, your position was that Medicare owed you the 8.25 that it had not paid you back, together with the 10 20 million that it was obliged to pay you over and above what you had put in. So that was 18.25 was what Medicare owed you.

MR CARRIM: Correct.

ADV CHASKALSON SC: And now it seems to be that there is another 2,120,000 million that you paid Medicare and that

ought to be paid back to you from Medicare.

MR CARRIM: From these bank statements, yes.

ADV CHASKALSON SC: Before we leave these bank statements, can I ask you to go to the October bank statement, the bank statement of Medicare, not of Tasmica.

MR CARRIM: What page is that, Counsel?

ADV CHASKALSON SC: My page is 551, but it is the Medicare bank statement. Maybe let us start on the previous page, 550, where we will see the Tasmica
10 payment. You see on 7 October in the Medicare accounts, there is a payment of 1,120,000. That is the Tasmica payment at the foot of the page on 550.

MR CARRIM: 550?

ADV CHASKALSON SC: 550, yes. I am starting with the Tasmica one.

MR CARRIM: Yes.

ADV CHASKALSON SC: And then if you go to the next page, 551, 9 October, about seven or eight lines from the bottom, you will see that there was a 3 million payment into
20 Medicare, 3 million CR. You see that? FNB, OB payment loan.

MR CARRIM: Ja.

ADV CHASKALSON SC: Do you know anything about that 3 million payment?

MR CARRIM: No, it is the first time I am seeing this

payment. I do not know about that payment.

ADV CHASKALSON SC: And do you know anything, so as far as you are concerned, none of your companies have anything to do with that 3 million payment.

ADV BHANA SC: Sorry, our learned friend is going a bit quickly for us. 3 million payment on page?

ADV CHASKALSON SC: It is page 551, 9th of October.

ADV BHANA SC: Thank you.

ADV CHASKALSON SC: It is eight from the bottom. So
10 that payment of a 3 million loan into Medicare 24, you say you know nothing about?

MR CARRIM: No.

ADV CHASKALSON SC: Have you ever made payments through a Hawala system in commercial dealings?

MR CARRIM: Excuse me, can you repeat that?

ADV CHASKALSON SC: Hawala payments. Have you made payments through a Hawala system in commercial dealings?

MR CARRIM: No.

20 **ADV CHASKALSON SC:** No. And to the best of your knowledge, if we investigate this payment, we will not find a trail back to any of your companies.

MR CARRIM: I guarantee you, Counsel.

ADV CHASKALSON SC: Well, I do not think you can guarantee it to me because you just told me 2.12 million

went missing out of your accounts without your knowledge.

MR CARRIM: You said it came via a Hawala system. I do not use a Hawala system.

ADV CHASKALSON SC: Yes, but it seems that you cannot speak with total authority about what goes in and out of your accounts.

MR CARRIM: True.

ADV CHASKALSON SC: On any scenario, you went into proceedings or you came to this Commission a few days
10 ago thinking that Medicare 24 owed you 18.25 million, plus interest, I would imagine.

MR CARRIM: No, I said 8.25.

ADV CHASKALSON SC: The 8.25 is what you put in, but you were supposed to get a return of 10.

MR CARRIM: Yes, but once the contract was cancelled, I was just wanting to get my capital back.

ADV CHASKALSON SC: No, I know you probably would have been happy to walk away with your capital, but in terms of legal rights, if your agreement is what you say your
20 agreement was, you were entitled to the 10 million over and above what you put in.

MR CARRIM: Yes.

ADV CHASKALSON SC: Why have you not sued Medicare 24?

MR CARRIM: So, as soon as these things started

happening towards, around April, May, I had a meeting with my lawyers, and we then agreed that we needed to start the legal process of receiving my monies. We had these discussions around April. In May, we then agreed, yes, we are going to institute legal proceedings, and my attorneys, I briefed to continue to pursue and get my money back.

ADV CHASKALSON SC: Sorry, that was April, May last year?

MR CARRIM: Yes, just before Mr Matlala got arrested.

10 **ADV CHASKALSON SC:** Yes. And what has happened between April, May, and today?

MR CARRIM: I can get a brief from them, and then revert to you with that. We can send you the correspondence.

ADV CHASKALSON SC: And what is your claim going to be, how much are you claiming back?

MR CARRIM: I am not sure what they agreed to claim back, but I will check for you. We will send it to you on an email so that you have it on record.

20 **ADV CHASKALSON SC:** I see. When I suggested to you that 18.5 million was what Medicare 24 owed you, you said no, sorry, 18.25 million, you said, no, it is just 8.25, I just want my money back. Had your attorneys not explained to you that you were entitled to the extra \$10 million as well?

MR CARRIM: Yes, we discussed that, but I do not know what did they do if they finalized on what they were going to

claim back.

ADV CHASKALSON SC: I see.

ADV KHUMALO SC: Can I just check something? Have you cancelled your agreement with Medicare 24? What became of that agreement?

MR CARRIM: Commissioner, remember, as I explained, to get, once I received the SLA in October, to get Mr Matlala to sign that agreement was a bit of an uphill. He kept on saying, we will sign, we will sign. So the agreement with
10 him was once the SLA is out, we will sign this funding agreement and then we will draw up another agreement and we, he just never got to sign this funding agreement.

ADV KHUMALO SC: So are you saying there is no agreement between your company and Medicare 24? What is the legal position as we are sitting here today?

MR CARRIM: What we have is the proofs of payment that we paid him, and we have this funding agreement that was not signed.

ADV KHUMALO SC: But did you shake hands on it?

20 **MR CARRIM:** Yes, we had a ...[intervenes].

ADV KHUMALO SC: So it is an oral agreement?

MR CARRIM: It is verbal agreement. We shook hands post come the funding agreement.

ADV KHUMALO SC: Thank you.

ADV BALOYI SC: Let me just check. Mr Carrim, the

accountants of Ziggi and Tameez, they have not raised any issue about there being no record of these, record as in agreement, the source of these payments, that are huge payments that have been made to Medicare, that has never been an issue with the accountants?

MR CARRIM: From my instruction to Mr Haim on the 5 million, 5 million, I am sure that is recorded in my books, yes. It is recorded.

ADV BALOYI SC: Say that again? You say?

10 **MR CARRIM**: They are recorded. These loans are recorded.

ADV BALOYI SC: Ja, I am asking a slightly different question, that you have a R5 million amount coming out of the Ziggi account, and there is no agreement, there is no written agreement that explains to an accountant why that money is being paid to Medicare. The same with Tameez, you do not have a record that explains why that payment is being made to Medicare. Is that not an issue that your accountants would have raised with you?

20 **MR CARRIM**: No.

ADV BALOYI SC: They did not. Not even your, the people who prepare your financial statements, not even those, the auditors?

MR CARRIM: No, no, we brief them on, obviously they go through the bank statements, Mr Haim will then brief them,

this is a loan, that is a loan, this is going to this, this is an invoice payment, so he would brief them on what the transactions are.

ADV BALOYI SC: Ja, I am asking a different question. Your auditors have never raised an issue about the absence of a written agreement that authorizes or that explains these payments. The auditors have not done that.

MR CARRIM: No.

ADV BALOYI SC: Okay, thank you.

10 **ADV CHASKALSON SC:** Can I just follow on with that, because it seems to me that, I mean, Ziggi pays R5 million on loan to a company that is ostensibly at arm's length, Medicare 24. Presumably in the books of Ziggi, that amount of 5 million would be reflected as loan Medicare 24, because that is what it says on the bank statement.

MR CARRIM: Yes, I am sure the accountants will be able to take and produce that.

ADV CHASKALSON SC: But when the auditors come to audit Ziggi's financial accounts, surely they will ask for an
20 underlying loan agreement in respect of a loan as big as R5 million.

MR CARRIM: They did not ask for one.

ADV CHASKALSON SC: Again, we need to speak to those auditors. Who audits Ziggi's financials?

MR CARRIM: I think I have given you an e-mail address.

They are going to give you an e-mail address.

ADV CHASKALSON SC: Is it the same auditors for all companies?

MR CARRIM: Yes.

ADV CHASKALSON SC: All of your companies.

MR CARRIM: Not all. I will just check who they are handling, but they will be able to tell you which companies they are looking after.

ADV CHASKALSON SC: Thanks. And if they do not look
10 after Ziggi, who do we speak to, to get an instruction as to who does look after Ziggi?

MR CARRIM: These ones look after Ziggi.

ADV CHASKALSON SC: These ones audit Ziggi's books.

MR CARRIM: Ja.

ADV KHUMALO SC: Sorry, one more thing. What is the position between Ziggi and Tameez, does Ziggi, or does Tameez owe 5 million to Ziggi or the other way around? What is the position? Because I understood from paragraph 12 of your statement that Tameez made payments to
20 Medicare on behalf of Ziggi. So is there an underlying agreement?

MR CARRIM: There is internal loan agreements, yes.

ADV KHUMALO SC: Thank you, Mr Chaskalson.

ADV CHASKALSON SC: I want to wait until we get the explanations from Mr Van Vuren and your follow-up

explanation in relation to these payments before I close off this topic, but I will come back to it once we have seen that and I do, for now, I need to put to you a series of concerns that I have about this agreement between Ziggi and Medicare 24. You just need to hear them. I will ask you for comments later when we see you again, but in fairness to you, you need to know my concerns, which may well also be reflected by, among some of the Commissioners. My first concern is that, well, my first concern is with the numbers.

10 There is, your version in the statement is a loan of 10 million. It turns out that there were payments of 12.12 million. We need an explanation where the extra 2.12 million comes from.

My second concern is that even on the version on the statement, what you have is a loan of 10 million to a relative stranger without any security, which seems commercially odd to me, to say the least. My second concern is that this loan to a relative stranger without security is not just without security, it is without a written
20 contract. That also seems commercially odd to me.

My third concern is that for a party whose stated relationship to Medicare 24 is that of simply lender, it does seem to me that Ziggi or yourself or your companies or your group generally performed a role much more akin to a partnering investor than a lender. You provided accounting

support. You had a representative on a finance committee. You agreed to forego your rights on your loan when the money first started to flow in September. You agreed, when you were finally paid, to pay what seems to have been a debt of Mr Matlala out of the monies paid to you. So you agreed to pay a total of 750,000 of the 2.5 million that you were paid, 750,000 of that you paid on to Mr Maumela.

All of these elements strike, well, concern me, and they, in my view, cast doubt on the correctness or the truth
10 of your version of a loan. And what I want to put to you is what it looks like to me, it looks much more like you were an investing partner in this contract and that you were an investing partner together with Mr Maumela, and that while you were in business with Mr Maumela in relation to a chrome project, while you were funding an interdict that served to protect Mr Maumela's company, you might also have been investing with Mr Maumela in this contract, because Mr Maumela keeps on getting screenshots of your communications with Mr Matlala. Mr Maumela gets paid out
20 of your payments from Mr Matlala.

So those are my concerns, and I think that is what you need to address when you come back.

There are two further topics that I could address with you today. Let me first ask you, just get some clarity about which relates to the Mr Maumela relationship. You

spoke about the origins of your relationship with Mr Maumela in the house sale, and that you then went into this joint business in relation to a chrome mining operation. You mentioned that you were each going to put in 55 million, and that to raise his 55 million, he had to sell an asset, and he sold it.

And you said you got notified that the money had been transferred to the lawyers' trust account from the sale of the asset, and you said you were overjoyed because now
10 you could start the project. When were you notified that the money went into the lawyers' trust account? Approximately when was this?

MR CARRIM: Sometime in December, 23, November, November.

ADV CHASKALSON SC: November, December. And then you say, subsequent to me receiving the funds, Maumela approached you and told you, subsequent to you receiving the funds, Maumela approached you and told you that he is got challenges with his current house, he is paying
20 penalties, he is losing a million a month on penalties, so could he please take some of his money and complete his house, then he would bring back the funds so he could continue with the project. How long was that after you had received the funds?

MR CARRIM: It was immediately. It was, you mean how,

when did he approach me?

ADV CHASKALSON SC: Yes, when did he approach you?

You get the funds, you have now got the money in Ziggy.

MR CARRIM: Yes, that same day he approached me.

ADV CHASKALSON SC: The same day he approached you?

MR CARRIM: Ja.

ADV CHASKALSON SC: So when were the funds paid out? So were the funds in Ziggy for more than a day?

10 **MR CARRIM:** The funds were there for a couple of hours, and that is exactly what my problem was with him, and that is exactly where I had an issue. So I said to him, I have already committed, you cannot backtrack on this, we had a gentleman's agreement, paperwork is to follow, I have made commitments, people are waiting, this is not acceptable.

ADV CHASKALSON SC: But within a couple of hours you paid him the money?

MR CARRIM: I had to pay him the money, it is his money.

20 **ADV CHASKALSON SC:** Well, it was not actually his money, it was money that he had committed to a joint project with you. So you had a contract with him that he had to put up 55 million.

MR CARRIM: Yes, a verbal contract.

ADV CHASKALSON SC: You had to put up 55 million.

MR CARRIM: Yes.

ADV CHASKALSON SC: And that 110 million was now going to be used for some mining project.

MR CARRIM: Yes.

ADV CHASKALSON SC: But you agreed, immediately he put up the 55 million, that, I think you said it was 56, that he could take his money back.

MR CARRIM: Mr Chaskalson, if someone comes to you and you are holding that kind of money of theirs and they are sitting in front of you and he says, I will bring back the
10 money, I want my money back, I had no choice. I said, it is fine. What timeframes are we looking at, when will you bring this money back? He said, he is busy with a disposal of another asset, he will come back to me, but for now he needs to finish his house.

ADV CHASKALSON SC: You see, again, one of the things that strikes me as odd about this arrangement is that he sells an asset. The money gets paid into trust at his lawyers. He can instruct those lawyers what to do with that money. He can instruct those lawyers to pay you, or he can
20 instruct those lawyers to pay him. If he wanted the money back, why would he instruct the lawyers to pay you for you to pay the money to him? Why would he not just instruct the lawyers to pay me directly?

MR CARRIM: We will have to ask him, because the instruction was to pay to me based on the agreement we

had on this mining operation.

ADV CHASKALSON SC: So he gave you an instruction based on a contract. Well, he gave his attorneys an instruction based on a contract with you. He had a contract with you to pay 55 or 56 million. He told his attorneys, pay 56 million, and no sooner had the 56 million landed then he said, pay me, what was it, 35 million.

MR CARRIM: No, he requested 40 million at that time.

ADV CHASKALSON SC: Sorry, he requested?

10 **MR CARRIM:** 40.

ADV CHASKALSON SC: 40. Again, the arrangement strikes me as concerning, and it strikes me as particularly concerning because it happens 10 days before a preservation order is issued against him by SARS, and at a time when he must have known that SARS was coming after him. Did it not strike you as funny that the money came to you, and then as soon as it came to you, the person who had effectively directed that it be paid to you, said, pay it to me?

20 **MR CARRIM:** No, because he committed, and remember, I still had a balance of the money left over with me. He did not take all his money.

ADV CHASKALSON SC: I appreciate that, but he took 35 million out of 56 million.

MR CARRIM: Yes, he did.

ADV CHASKALSON SC: I have another substantive topic to address now, but we are not going to finish before 3 o'clock, so I would rather get to it when we resume.

CHAIRPERSON: Were dates agreed?

ADV CHASKALSON SC: What we have at the moment, we just need to find out when - Chair, might I ask if we stand down for a couple of minutes just to find out when Mr Carrim and his attorney return to South Africa and what dates are available thereafter.

10 **CHAIRPERSON:** We will adjourn and we will come back when it is indicated that we should.

INQUIRY ADJOURNS

INQUIRY RESUMES

CHAIRPERSON: Yes, Mr Chaskalson?

ADV CHASKALSON SC: Chair, we have agreed on the 16th of April.

CHAIRPERSON: Mr Carrim, the hearing of your testimony will be resumed on 16th April 2026. So you must be here on that day. Let us adjourn and resume at 9:30 tomorrow.

20 **ADV CHASKALSON SC:** Thank you, Chair.

CHAIRPERSON: Let us adjourn.

INQUIRY ADJOURNS TO 11 MARCH 2026
