

ADV PAUL PRETORIUS SC: We will look at that Chair.

CHAIRPERSON: Yes.

ADV PAUL PRETORIUS SC: The issue of course is that both the email chain relating to 2016 and the proof of payment relating to 2015 the prior payment are both Annexure H which is ...[intervenes].

CHAIRPERSON: Oh, which could have caused ...[intervenes].

ADV PAUL PRETORIUS SC: Confusion.

CHAIRPERSON: Yes, okay.

ADV PAUL PRETORIUS SC: But the evidence at least is clear.

10 **CHAIRPERSON:** I just want to make sure that we do not have a situation where there is some unnecessary issue that arises from this confusion. Maybe under cross-examination if cross-examination is granted so that there is just the clarity but as, as long you satisfy yourself that one way or another there is clarity whether there is a need for an amendment or a supplementary affidavit or there is not. As long as the situation is clearly clarified.

ADV PAUL PRETORIUS SC: We will do Chair. I am just rereading 24.9. It may well be necessary. I am sorry Chair. It may well be unnecessary to amend it.

CHAIRPERSON: Yes, ...[intervenes], ja.

ADV PAUL PRETORIUS SC: Even that Annexure H refers to both years of payment.

20 **CHAIRPERSON:** Ja, it may be, it may be.

ADV PAUL PRETORIUS SC: Thank you. If we can get then onto paragraph 24.11 Mr Agrizzi. You refer there to Mr Smith and the matters relating to Mr Smith being raised in Parliament in the context of an alleged loan. Would you tell the Chair please about those incidents?

MR ANGELO AGRIZZI: Chair, Mr Smith made statements and put out a press release

that in fact he had a personal loan with myself which is totally incorrect. There was no such thing. He did approach me for a loan and what he offered to do was to sell me his shares in a hospital at Waterfall Estate which I refused. I said that it would:

1. Contravene every single BEE rule in the book, and
2. It would be very obvious if it came directly to me.

I did not give Mr Smith any loans. I do not know him. I met him and I was in an association with him that that developed over a couple of months, but it was not a personal relationship in anyway and I would never have loaned him money.

CHAIRPERSON: Of course you know him now. You know – you just said you do not
10 know him.

MR ANGELO AGRIZZI: Yes, I ...[intervenes].

CHAIRPERSON: You did know him before.

MR ANGELO AGRIZZI: I did not know him. Why would I give him loans?

CHAIRPERSON: Yes, but was the request for a loan was it not made after you had got to know him after that meeting that you are talking about?

MR ANGELO AGRIZZI: He made a request for a loan when I had already left Bosasa.

CHAIRPERSON: Oh that is ...[intervenes].

MR ANGELO AGRIZZI: So what I am saying that ...[intervenes].

CHAIRPERSON: Yes.

20 **MR ANGELO AGRIZZI:** He made the request for a loan in cash.

CHAIRPERSON: Yes.

MR ANGELO AGRIZZI: I did not know him then anymore. I did not – I was not interested in him.

CHAIRPERSON: Oh, okay.

MR ANGELO AGRIZZI: And he approached me to come to me with the shares that he