

Dear Sirs

IN RE: VENETE KLEIN/ CORRUPTION WATCH

We acknowledge receipt of your letter to our client dated 22 March 2019.

We are instructed to respond as follows:

1. The Publication of the advertisement was and is lawful and a justifiable exercise of our client's right to Freedom of Expression.
2. Corruption Watch was incorporated in September 2011 in the context of a rising tide of maladministration and corruption in the South Africa.
3. In the matter of *Glenister v The President of the Republic of South Africa (2011) ZACC 6* the Constitutional Court had handed down judgment on 17 March of that year and at para 166 of the majority judgment Cameron J had stated: "*There can be no gainsaying that corruption threatens to fell at the knees virtually everything we hold dear and precious in our hard-won constitutional order. It blatantly undermines the democratic ethos, the institutions of democracy, the rule of law and the foundational values of our nascent constitutional project. It fuels maladministration and public fraudulence and imperils the capacity of the state to fulfil its obligations to respect, protect, promote and fulfil all the rights enshrined in the Bill of Rights. When corruption and organised crime flourish, sustainable development and economic growth are stunted. And in turn, the stability and security of society is put at risk.*".
4. In this context Corruption Watch was formed to undertake activities aimed at the combating of corruption in all forms in South Africa in order to ensure integrity and accountability in both the public and private sector in the conduct of their functions and operations.
5. The litigation in this matter aimed at having your client declared a delinquent director has been undertaken in pursuit of this purpose.
6. In the matter of *Democratic Alliance v Minister of Public Works, Eskom Holdings Ltd and Brian Molefe* in Case No 34568/2017 in the High Court of South Africa, North Gauteng Division, Pretoria the court found that Eskom had obtained at a cost R30.1 retirement benefits for the 4th Respondent to which he was not entitled. The court further found that: "*There is a strong inference to be drawn from the above factors that the early retirement agreement was a deliberate scheme devised by Eskom with the involvement of Molefe to afford him pension benefits he was not entitled to. The scheme permitted Molefe to proceed to early retirement at age 50 by buying him extra pensionable service. The scheme was started after Molefe's permanent employment and was deployed after he had publicly stated that he was voluntarily leaving Eskom's employment.*"
7. The facts show that the scheme involved the making of false statements to the Eskom Pension and Provident Fund.
8. The facts show that your client played a prominent role in devising and implementing the scheme.
9. There can be no doubt that publication of the advertisement against this context, inter alia, is justifiable and of manifest public interest.

Yours faithfully

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Partner

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