

**Statement by the Executive Mayor in response to Mr Craig Kesson's affidavit purportedly made under the Protected Disclosures Act 26 of 2000**

1. Craig Kesson, the Executive Director: Department of the Mayor, has made an affidavit, which was tabled at a special Council meeting on Tuesday 21 November 2017. The affidavit has received considerable publicity. Because it is intended as an attack on me (among others), it requires a public response from me. In order to correct the public record, it is necessary for me to refute the false allegations made by Mr Kesson.
  
2. The dissemination of false information damages the City's functions – this in a context where the City is currently under enormous pressure to protect its citizens against the most severe drought disaster in living memory. It is precisely to prevent the adverse effect of unfounded allegations that I have repeatedly requested him to verify any genuine concerns by first engaging constructively with his peers and superiors. Mr Kesson raises suspicions over matters, some historic, which have already been subjected to investigations – some at the instance of the very officials whom he accuses of covering-up or inaction. It is correct that I have consistently called for collegial teamwork. It is wrong and unhelpful to attempt to attribute a sinister motive to this. Mr Kesson himself refers to his “personal knowledge of [me] as an ethical actor”.
  
3. Since 2011 I have served as Executive Mayor of Cape Town. During this period the City achieved four consecutive clean audits. No other city has accomplished this feat. During my lengthy public career I have held politicians and officials accountable for corruption and irregularity. Service delivery, particularly to people displaced by apartheid, has been

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one of my main priorities. I have championed two major causes to this end: public transport and affordable housing. This has at times made me unpopular with a powerful minority sector. However, I know that I have the support of the vast majority of Capetonians to promote social justice in our City.

4. To a great extent Mr Kesson's affidavit relies on allegations against *others* to attack *my* integrity. It contends that I have attempted to suppress investigations against senior City officials, and that I have threatened him and others with dismissal for intending to investigate irregularities. That is false. I have repeatedly confirmed that my engagement with Mr Kesson, who serves as Executive Director in my own department, is *without* prejudice to his position. I explicitly recorded that his employment is not threatened by me despite his conduct, which has alienated many senior City officials of good standing. The affidavit reveals that Mr Kesson "submitted issues and matters for investigation by an independent and impartial 3<sup>rd</sup> party". This is irregular and impermissible.
5. I now address the particular matters raised in Mr Kesson's affidavit.

#### City's remedial measures

6. The City Manager has already pointed out that there are extensive examples of remedial measures which have been taken in relation to matters raised by Mr Kesson. Either Mr Kesson is ignorant of them, or he has deliberately failed to disclose them. At best for him, he simply failed to find out the basic facts before making serious accusations with

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far-reaching potential prejudice to the reputation of the City and its officials. This is precisely what I attempted to prevent: I asked the officials concerned to conduct themselves collegially, and find out the facts, before attempting to launch a witchhunt.

7. The City has already taken extensive measures to deal with criminal conduct by employees of external MyCiti bus service providers, and other irregularities relating to transport. Melissa Whitehead is the City's Commissioner: Transport and Urban Development Authority. These concerns were reported by Ms Whitehead herself, and have been properly investigated. It is she who called for the City Manager to launch the forensic investigation to which Mr Kesson's affidavit refers. He does not disclose this. It is the disciplinary board, in turn, that appointed the attorneys to whom the affidavit refers. I deal with this further below.
8. Some of the ensuing investigations are still pending. Others have been concluded and acted upon. Yet Mr Kesson alleges a failure on the part of Ms Whitehead to act – and he then asserts that her alleged inaction has been covered up, including by me. This is false, as Mr Kesson must know.
9. The fact is that initial investigations were conducted and in some cases finally concluded by the City's Forensic, Ethics and Integrity Department. On the basis of one of these investigations, the City commissioned independent investigations by credible independent entities. The forensic investigation is being conducted by PriceWaterhouseCoopers (PwC), and a legal assessment by Cliffe Dekker Hofmeyr

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(CDH). PwC and CDH have produced draft reports, but they are not yet final, as they are still conducting further investigation.

10. The City Manager is responsible for receiving and actioning these reports. It is not my role to involve myself in this. My function is in due course to table reports to Council. Mr Kesson's attempt to present to me the CDH "preliminary draft" report was not only premature, but entirely inappropriate. I was not authorised or required to act on the reports. Mr Kesson himself accepts that "no actions were required of [the Executive Mayor] at that point". He does not explain at what "point" I should somehow have interfered. As he knows, I informed him at the time of the correct procedure. It is that he had to discuss such matters with the City Manager, and that it is the City Manager who is responsible to act. The City Manager did act. He appointed PwC, and the investigation is continuing. The allegation of inaction is thus factually incorrect. So is the accusation that I said that issues must be made to "go away". What I said was that the proper procedures must be followed by the authorised official. I am not the authorised official. I am not permitted to interfere in the City Manager's forensic functions, and I do not wish to do so.
11. This is why I responded as I did in an email on 12 September 2017. I responded to an email by Mr Kesson which purports to provide "the rationale" for his conduct. His email states that he "instructed ... Internal Audit and forensics to provide him with copies of all their reports for the past 5 years". His conduct has damaged relationships of trust. In this context, I replied "Please, I'm not interested in any information regarding any

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investigation. Please respect my position.” As the Executive Mayor, I cannot be embroiled in reviewing investigations concluded over the past five years.

12. There is therefore no basis for contending, as the affidavit does, that I “have abrogated [my] duties, insofar as Probity matters were concerned”. This claim is not supported by the “evidence pack of documents” which Mr Kesson has produced.
  
13. It is simply untrue that I have ever suggested that the matter should not reach Council. My commitment to exposing corruption is well-known, and is a matter of historical record. Mr Kesson contends that Ms Whitehead should have been referred to Council on the basis of the Moore Stephens Report, and that I expressed an intention to prevent this. But the truth is that the Moore Stephens Report did not recommend reporting Ms Whitehead. It recommended that senior counsel’s opinion be obtained, and it noted the possibility of Ms Whitehead withdrawing from the further tender process. Both of those happened. I did not see any basis for intervention by me, or for placing the matter before Council.
  
14. Mr Kesson accepts that the City has conducted extensive forensic investigations into its affairs, and has produced some 1 100 forensic reports over the last five years alone. Mr Kesson took upon himself the authority to review them all. He does not in fact suggest that I suppressed this exercise – he contends that I have approved it. (This is not correct: it is the authority of the Speaker or the City Manager which is required.) Having apparently reviewed them all, Mr Kesson identified only three for criticism, each

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containing some limited reference to Ms Whitehead. They relate to the MyCiti bus stations management contract; payment in respect of Volvo buses; and the Integrated Rapid Transport fare system. I deal with each of them in turn.

#### Forensic report on IRT fare system

15. The factual situation relating to forensic report FSD356/13-14 (which relates to the IRT fare system) is simple. As Mr Kesson knows, there are two versions of this report. The version dated 24 March 2016 was not issued. Only the version dated 30 March 2016 was issued. This is confirmed by a letter from the Manager: Forensics. This letter explains that the unissued version was retracted. It has no status.
16. The difference between the two versions is that the issued version does not contain any recommendation relating to Ms Whitehead. As the Manager: Forensics explained, this is because any such recommendation would be “inappropriate”. There is therefore no responsible basis for alleging a ground for investigating Ms Whitehead. What the Forensic, Ethics and Integrity Department recommended was an investigation into possible negligence and dereliction of duty by two *other* departmental officials.
17. There is therefore no basis for Mr Kesson’s contention that I have protected Ms Whitehead from investigation.

#### Forensic report on MyCiti bus stations

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18. The situation as to this forensic report (FSD291/15-16) is as follows. This is the report which resulted in the PwC and CDH investigations. Those investigations are ongoing. As recently as 29 August 2017 CDH reiterated that its preliminary draft report “does not constitute its final opinion on the matters on which the City sought [CDH’s] advice”. CDH accordingly recorded that no disciplinary action should be based on its preliminary draft report.
19. I have been informed that at a briefing on 30 October 2017, PwC advised that the computation method used in its draft report remains unreliable. I have been further informed that a legal adviser present at that briefing stated that it cannot be proved that the City suffered any loss at all. It is clear that assuming that the City did indeed suffer financial loss, this has not yet been reliably quantified and requires further investigation. Mr Kesson was present at this briefing. He is therefore fully aware of the continuing nature of the implementation of report FSD291/15-16.
20. Mr Kesson has advanced a factual version which is both alarmist and false, through a failure to disclose the full facts. His version is inconsistent with his own subordinate’s report contained in his “evidence pack”. That report confirms that “[w]e are still awaiting a report from PwC”.
21. Also to Mr Kesson’s knowledge, various technical and systematic interventions have been implemented by Ms Whitehead’s department to prevent theft by the personnel of

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outsourced MyCiti service providers. Again, Mr Kesson's own subordinate, the Portfolio Manager: Probity (Ms Ndaba), recorded that a long term sustainable solution could not be implemented earlier. She advised that implementation had to await the conclusion of external forensic investigations. The facts simply do not support Mr Kesson's allegations.

### Forensic report on Volvo buses

22. The final relevant forensic report (FSD049/14-15) relates to the acquisition of MyCiti buses manufactured by Volvo. Volvo was beset by industrial action, which delayed delivery of the buses. The issue arose from attempts to avoid this resulting in underspending of the budget.
  
23. What took place was that the chassis (which were completed on time) of the buses were delivered to the City by means of what I understand constitutes in law symbolic delivery. Payment was made then within the intended financial year. City officials believed this was permitted by the contract. However, the contract was subsequently interpreted differently by some lawyers. In their view, the payment was not consistent with the *contract*. If so it may, strictly speaking, have been "irregular" in that it was not permitted by the contract. But it was not immoral, corrupt, criminal or mala fide. The City suffered no loss, and received value for money.

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24. This matter was addressed in 2015. After discussions with amongst others the City Manager and the Chief Financial Officer, the then Executive Director: Corporate Services and Compliance expressed his disagreement with the interpretation of the evidence contained in the forensic report.
25. The matter was closed on this basis. I did not suppress any investigation. The suggestion that I somehow threatened the City Manager with an investigation if he referred the matter to Council is simply false. I never said this, and the City Manager never complained that I did. To the contrary, he confirmed that he accepted the advice of the Executive Director: Corporate Services and Compliance, whose views and judgement are widely respected.
26. There is therefore no truth in the contention that I prevented the City Manager from reporting the matter to Council. This complaint is of course inconsistent with the accusation that I failed to table the matter with Council or request Council to investigate it.

### Reappointments

27. Mr Kesson's contention that Ms Whitehead and another official were reappointed despite the dismissal of two staff members in the finance department is a half-truth. The appointments were made by the Council itself. As the City Manager explained, because it was concluded that the Volvo matter did not justify Council's involvement, it was not

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fair to exhume the matter at the reappointment stage. In any event, the only allegation advanced against Ms Whitehead in the Volvo report is that she requested that a “way to pay for the bus chassis” be found “in order to reduce the capital budget” and to “avoid ... underspending”. It is not suggested that Ms Whitehead proposed anything other than a *permissible* and *lawful* “way to pay”.

28. The relevant departmental employees at the time understood that the method used was authorised by the contract. One of them was Mr Buerger. It is his re-appointment which, together with Ms Whitehead’s, is raised in Mr Kesson’s affidavit. His re-appointment on a post-retirement contract was fully justified by the report submitted to Council. Although a two-year period was initially recommended, Council approved a term of only one year (as I had recommended).
29. It is untrue that “knowledge of alleged potential financial misconduct” was “suppressed” in the re-appointment process. The affidavit itself states that the “panellists” making the appointments “had knowledge” of what Mr Kesson contends was “suppressed”.

#### **Foreshore Freeway Precinct project**

30. Independent legal advice was immediately obtained when an issue was raised as to the bid evaluation process for the Foreshore Freeway Project. The advice was implemented, and the tender process is currently continuing without any objection by any participant. Because the process is still pending, and because I do not participate in it, I can only

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make limited comments on this issue. It may however be no coincidence that this project involves redressing spatial apartheid, housing and transport. It is the City's projects and activities in this context which offend certain sectors in society.

31. It is untrue that I expressed any preference for or opposition to any of the bidders' proposals. I am not involved in any manner in any tender processes, and I have not expressed myself on this issue. I have neither the right nor the power to influence the outcome. It is simply not possible for me to refuse a proposal. I have most certainly never uttered the words attributed to me. These words are attributed simultaneously to Cllr Herron, my Deputy and me – as if the three of us spoke in unison, at an undisclosed place and time. The vague allegation is simply not true. I cannot address it more specifically other than to deny it without reservation.
  
32. Some people sometimes resort to name-dropping. Mr Kesson himself noted this in a meeting on 31 August 2017. I do not condone this practice. But it is a reason why opinions are sometimes wrongly attributed to councillors, the Deputy Mayor and me. Where this is done in a tender context, I cannot be expected to summon a member of the BEC to discuss this. That would constitute the very involvement which Mr Kesson himself says must be avoided.
  
33. The correct response is to address the matter at BEC level. This occurred, as Mr Kesson's affidavit says. He refers to a document which records that robust debates occurred; that BEC members raised and recognised the need to eschew any influence

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from any political office-bearer; and that the chairman (Mr Vink) had “maintained firm control over the process”. The BEC has now been reconstituted following on advice from senior counsel. I was satisfied that senior counsel’s advice had been implemented, and that no ground existed for me to refer the incident to Council.

34. The Council report records Ms Whitehead’s version. She has denied Mr Kesson’s allegation that she discussed the contents, merits or demerits of the bids with her political principals (including Cllr Herron, my Deputy and me).
35. Mr Kesson does not disclose the content of the statement attributed through double hearsay to the trio which includes me. The statement attributed to us is reflected in one of the documents in the “evidence pack”. As I understand it, the hearsay statement concerns what was perceived or expressed to be our repugnance towards a particular bid. This was contended to be on the basis that the bid in question allegedly contemplates housing people under highways. Certainly the living conditions of people in low-cost housing are a legitimate concern. It is not true, however, that I have expressed to Ms Whitehead or any other member of the BEC, what I would find acceptable or unacceptable in any bid which is before the BEC.
36. In any event, Mr Kesson does not suggest that I was concerned with any own interest. Rather, the allegation is that I was concerned about the living conditions of poor and marginalised people. If that were so, he could not honestly have been concerned for my reputation, as he claims. My reputation cannot suffer through attributing to me a concern

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about the human dignity of the people who will live in the Foreshore Freeway Precinct. His motive in raising this cannot be what he claims it is.

37. If Mr Kesson suggests (without actually saying) that I somehow interfered in the bid evaluation, this is untrue. It is inconsistent with the facts. The facts are that the bid proposal which allegedly contemplated housing people under highways was, the report in the "evidence pack" suggests, capable of being "solved "in five minutes"". If this issue indeed resulted in a problem, it could therefore be resolved very quickly.
38. In the event, a new BEC was constituted as recommended by senior counsel. The facts do not support any suggestion of either intended or inadvertent interference by me in the evaluation or adjudication of any bid. The truth is that no effort has been spared to ensure the integrity of the bid process.

### **Evidence pack**

39. Mr Kesson's affidavit asserts that his allegations are supported by his "evidence pack of documents" to which I have referred. This is false.
40. For instance, Mr Kesson alleges that I have "threatened [Ms Ndaba] with an investigation for the execution of her duties", and that this constitutes "bullying, harassment and victimization" and "undue interference". Ms Ndaba's recordal of the events does not support this. All it states is that I have disclosed to her that the Speaker was informed of

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events and that she will have to be prepared to justify her conduct if so requested, including to say who authorised the investigations. I drew her attention to the possible consequences (being charged) of being in unauthorised possession of documents under the Speaker's control. She consequently recorded that she scheduled a meeting with the Speaker, apparently to regularise the situation. Her note reflects that at the meeting with the Speaker she simply delivered two complaints against "two senior managers" by Mr Kesson. The note nowhere suggests any intimidation or any form of misconduct on my part.

41. Ms Ndaba's note further records that she informed the Speaker that she was "not currently investigating any Councillor or re-opening any investigation which had been concluded in the past", and that she delivered a copy of her note to Mr Kesson on 6 November 2017. Mr Kesson was therefore aware that Ms Ndaba did not state in her note that I had threatened her. Yet Mr Kesson (who was not present at the meeting) claims that I did, and that this note supports his claim.
42. Ms Ndaba's note discloses that Mr Kesson and she "had submitted matters for investigation by an independent and impartial expert 3<sup>rd</sup> party". It therefore seems that Ms Ndaba did not disclose the full facts to the Speaker when she told him that she was not investigating or re-opening investigations into councillors.
43. As the documents tabled with Mr Kesson's memoranda show, Ms Whitehead has had her long career recently crowned by receiving the 2017 International Transport Strategy

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Award at the UTP World Summit in Montreal, Canada. It is awarded for ambitious, innovative and implementable projects which integrate land use and transport planning, which being sustainable. The award celebrates the City's response to eradicate apartheid spatial planning.

44. Another prominent target of Mr Kesson attacks is the City Manager. The City Manager is a very senior and widely respected public servant. He has an unblemished career of 40 years in the City. Mr Kesson has had a career as an executive director of just over a year in the City. He embarked on his investigative activities shortly after passing his probation period for his current position a few months ago. In this short period he has expressed suspicions against many other City officials, politicians, and departments. The CFO, Mr Kevin Jacoby, referred to Mr Kesson's "temperament" and objected to his autocratic approach. This is shown by the "evidence pack".
45. The animosity which Mr Kesson's engagement with colleagues has introduced is further confirmed by the minute of a 5 September 2017 meeting, which is also in the "evidence pack". It specifically records the existing "animosity" in the context of Mr Kesson's accountability to the City Manager. Mr Kesson says that he has "no personal animosity against any of the persons I name in this affidavit". His conduct belies this.
46. That minute also records that I have stated that Mr Kesson is free to use his delegations as he sees fit; and that Cllr Herron's suggestion that probity functions should vest centrally in the City Manager instead of in a section 56 manager's directorate is merely

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“an opinion”. The minute also contradicts other allegations in Mr Kesson’s affidavit. Mr Kesson is therefore driven to attempt to discredit the minute, contending it is “sanitised”. This is false. If it had been “sanitised”, it would not have contained records like those on which Mr Kesson relies for his attack on Cllr Herron.

47. Mr Kesson acknowledges that the alleged threats by Cllr Herron on 5 September and by the City Manager on 12 September 2017 have “not yet come about”. I have not approved any threat by anyone against anyone. I have myself threatened no one. The City Manager is authorised and in law required to review delegations periodically. It is indeed so that the City Manager has expressed to me his concern that Mr Kesson used his delegations to settle personal, professional or political scores. In response, I said that due process must be followed during the periodical review of delegations. The City Manager then conveyed to Mr Kesson his intended exercise of his duty to review the delegations. This does not constitute a threat. Instead, it constitutes transparency and procedural fairness by informing Mr Kesson of the contemplated review.
48. Any suggestion that I might have collaborated in an attempt to act on any such threat is in any event inconsistent with the affidavit itself. It states that Mr Kesson requested my permission to cancel a business trip because he feared that in his absence his delegations may be removed. As the affidavit notes, I agreed to the cancellation of the trip, thereby enabling Mr Kesson to protect his position, if it was indeed under threat. Further, I did *not* “agree” that “probity be summarily removed from [Mr Kesson]”, as he alleges (again relying on hearsay). I retained my objectivity, refused to take sides, insisted that due

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process be followed (conceivably through a delegations task team), and expected (as the affidavit accepts) that the matter be resolved by establishing the “respective legal positions” of Mr Kesson and the City Manager.

49. The highwater mark of his reconstruction of the meeting is the assertion that I said that “we should not be initiating investigations into each other as team players”. I cannot remember the precise words which I used. I have however repeatedly said that it is essential that the senior managers operate and co-operate as a team. That does not indicate any intention to immunise individuals from investigations. The power to authorise the initiation of investigations vests in Council and the City Manager alone. What I expect is that where issues arise within senior management, they should first attempt to resolve them by raising them collegially with their colleagues on the team. If an investigation is justified, it can be initiated thereafter.
50. It is correct that I informed Mr Kesson that I intended recommending that he be placed on precautionary suspension pending an investigation into his reinvestigation of some 1100 prior investigations, and his investigating Councillors without the permission of the Speaker. This was not a “threat”, and was not intended as such. Indeed, as Mr Kesson’s own note records, I “was amicable in relaying this all to [him] and said that [I] did so without prejudice”. The reference to “without prejudice” relates to Mr Kesson’s job security. I have no power or desire to terminate it. My concern is to resolve matters effectively and efficiently, and within the law. As I informed Mr Kesson at the time, I also intended recommending the precautionary suspension of the City Manager and Ms

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Whitehead pending any investigation into them. I thought that the water crisis justified the most expeditious investigation, which would be facilitated by suspension. In the event, the officials responsible for advising the Council on whether there was a legal basis for suspension advised that there was a proper basis only in respect of Mr Kesson, and Council was advised accordingly.

51. The unreliability of Mr Kesson's "notes" is readily demonstrated. The note relating to the 7 November 2017 meeting states that the meeting "began at 17:45 and ended at 18:00" – yet it claims that I spoke "for around 40 of the 45 minutes we were together".
52. The final aspect arising from Mr Kesson's "note" is my supposed threat to "treat Frank Cumming 'like a politician'" and to "tarnish his character and discredit him". The affidavit alleges that I "stated that [I] would give a press conference and discredit him politically that same day." I did not say this. It is not suggested that I *did* any of this, whether on that same day or on any other day. What I actually said was that the City cannot be held to ransom by employees, least of all any who are under probation, who threaten to leak information to the press. I said that the City will defend itself in the media if it is attacked in the media through such leakages.
53. I have no authority to terminate the services of an employee on probation, and I did not contemplate or attempt this. Also in this respect the affidavit is false, as is the associated allegation in respect of David Marais. Mr Kesson knows the basis on which Mr Cumming's employment ended. It was the expiry of his probation period. Mr Kesson

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states that “Mr Cumming has since been dismissed and/or his contract of employment has terminated (see above).” As Mr Kesson knows, the probation period has expired. I had no decision-making capacity in that regard, and did not attempt to influence the decision.

54. As his probation period reached its end, Mr Cumming lodged a long list of complaints against Ms Whitehead. This was addressed to the City Manager. Mr Cumming’s primary objective was to switch his probation assessments from Ms Whitehead to someone else. He also added eighteen other “desired solutions” to his list of “specific remedies sought”. Only the penultimate one relates to the Foreshore Freeway Precinct project. What he proposed in that regard was that the bid evaluation committee be reconstituted. It was.
55. Two priorities higher on Mr Cumming’s list of desired outcomes featured a request that Ms Whitehead be directed “[t]o refrain from mailing [him] in capital letters, which [he] interpret[s] as abusive and threatening”. This underlines the flimsiness of allegations of abuse and threats made by those on whom Mr Kesson relies.
56. What *is* important, however, is that Mr Cumming’s exhaustive complaint does not suggest any form of fraud, corruption or criminality. The highwater mark of his complaint is that Ms Whitehead preferred a certain bidder’s proposal to an extent which in his view bordered on “irrationality”. Their views apparently differed strongly. The bid evaluation committee has now been reconstituted, and neither Mr Cumming nor Ms Whitehead serves on it any more. Mr Cumming’s employment terminated at the expiry

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of his probation period. This did not occur because I “ultimately gave an instruction” that his “employment should be summarily [sic] terminated”, as the Kesson affidavit alleges.

57. Mr Kesson’s complaints about other senior officials repeatedly record his view that no action was required by me at the relevant stage. One such instance is identified in paragraph 22 of his affidavit. See, too, paragraph 52. Another is contained in an email of 5 September 2017, included in the “evidence pack”, which records that its contents are for my “noting only”. Mr Kesson’s affidavit states that “[w]hen I received no response to this from the Mayor, it led me to question her commitment to monitoring governance.” (This refers to Mr Kesson allegedly having raised, at an undisclosed time and in an unidentified manner, “concerns to the Mayor, the Deputy Mayor, the City Manager, and the Commissioner” collectively.) There is no basis for this conclusion. Mr Kesson does not explain what response he expected, or on what basis the reporting roles were somehow to be reversed.

58. As Mr Kesson’s affidavit acknowledges, I interact and communicate with him on a regular basis. I include him in meetings at my own “ad hoc request” (as he puts it), and provide him with copies of documentation at such meetings. The suggestion that I am not responsive or receptive to him, and that this justifies an inference of a lack of “commitment to monitoring governance”, is inconsistent with the facts.

### Conclusion

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59. Mr Kesson has submitted a 42-page affidavit. Any failure on my part to respond to a specific allegation in that document should not be understood or interpreted as an acknowledgement of its correctness.
60. I am advised that the disclosure of false information purportedly under the legislation which he invokes is a criminal offence. That falls under the jurisdiction of other authorities. I have been notified that other individuals aggrieved by Mr Kesson's false affidavit have independently reported the matter to the statutorily designated authority.
61. It is unfortunately not correct that Mr Kesson acts in good faith and without animosity towards the people whom he vilifies in his affidavit. I believe that he has leaked substantially the same information and selective documentation to certain politicians. This is suggestive of a political campaign.
62. The affidavit records that having obtained legal advice as regards his "obligations and ... rights", Mr Kesson prepared formal memoranda requesting that the Council approve investigations into the conduct of the City Manager and Commissioner. I have tabled these with Council. Mr Kesson thereafter again obtained legal advice before deposing to his affidavit. It seems clear that he was not advised to request any investigation of me, or to seek any other recourse of any kind against me. He has not done so. His affidavit itself does not request any outcome. It is either a politically-motivated attempt to embarrass me, or an attempt to contrive protection as a supposed whistle-blower. His accusations against me are untrue.

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63. Mr Kesson has usurped the functions of others, and expects me to do the same. I shall not do so.
64. I adhere to the values of honesty, humanity, and social justice. My reputation for fighting corruption is a matter of public record. It is justified. I remain committed to my legal and ethical duties, and to service delivery to all Capetonians.

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29.11.2017