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INVESTIGATION INTO ALLEGATIONS OF ABUSE OF POWER AND/OR
IMPROPER CONDUCT AND BREACH OF THE EXECUTIVE ETHICS CODE
BY MR DEAN MACPHERSON, THE MINISTER OF PUBLIC WORKS AND
INFRASTRUCTURE

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LIST OF ACRONYMS AND ABBREVIATIONS

ACRONYMS/ ABBREVIATION	DESCRIPTION
CEO	Chief Executive Officer
Constitution	The Constitution of the Republic of South Africa, 1996
DA	Democratic Alliance
DPWI	Department of Public Works and Infrastructure
EFF	Economic Freedom Fighters
EMEA	Executive Members Ethics' Act, 1998
IDT	Independent Development Trust
Investigation Team	Public Protector Investigation Team
MBAC	Management Bid Adjudication Committee
Public Protector Act	Public Protector Act, 1994
Public Protector Rules	Rules Relating to Investigations by the Public Protector and Matters Incidental thereto, 2018, as amended
The Code	Executive Ethics Code 2000, published by Proclamation in Government Gazette: No 21399 Notice No 41 Regulation 6853

1. INTRODUCTION

- 1.1 This is a Closing Report of the Public Protector issued in terms of section 182(1)(b) of the Constitution of the Republic of South Africa, 1996 (the Constitution) and section 8(1) of the Public Protector Act, 1994 (the Public Protector Act).
- 1.2 The Report is submitted in terms of section 8(1) read with section 8(3) of the Public Protector Act and Rule 40(b) of the *Rules Relating to Investigations by the Public Protector and Matters Incidental Thereto*, 2018, as amended (Public Protector Rules), which empower the Public Protector to make known the findings of an investigation, to the following parties, for such persons to note the outcome of the investigation:
- 1.2.1. Mr CM Ramaphosa, President of the Republic of South;
- 1.2.2. Mr D Macpherson, Minister of Public Works and Infrastructure;
- 1.2.3. Mr R Dicks, Head of the Project Management Office in the Presidency;
- 1.2.4. Ms L Barnes, Programme Manager at the Independent Development Trust;
and
- 1.2.5. Mr M Dlamini, the Complainant.
- 1.3. The report relates to an investigation into allegations of a breach of the Executive Ethics Code¹ (the Code) by Mr Dean Macpherson, the Minister of Public Works and Infrastructure (Mr Macpherson).

¹ The Executive Members' Ethics Act provides for a Code of Ethics No. 21399 Notice No. 41 Regulation 6853

2. THE COMPLAINT

- 2.1. The investigation emanates from a complaint lodged by Mr Marshall Dlamini (the Complainant), the Member of Parliament and Secretary General of the Economic Freedom Fighters (the EFF) on 23 January 2025. In essence, the Complainant alleged that:
- 2.1.1. In his letter of complaint, the Complainant requested an investigation in terms of section 4(1)(a) of Executive Members Ethics' Act, 1998 (EMEA) into the conduct of Mr Macpherson, stemming from the e-mail he (Mr Macpherson) wrote to a junior staff member at the IDT;
- 2.1.2. Mr Macpherson attempted to coerce an employee of the IDT into committing fraudulent and criminal acts of alleged bribery of media personnel to write negative publications regarding the Board of the IDT;
- 2.1.3. On 09 December 2024, Mr Macpherson wrote an e-mail to a junior staff member at the IDT, Ms Linnete Barnes (Ms Barnes), enquiring about the payment of Lonerock Constructions, contracted by the IDT, and in relation to what he asserted to be delays in the payment for work done by the service provider at the Waterkloof Airforce Base;
- 2.1.4. Mr Macpherson expressed and accepted the abnormality of his intervention and lamented that he was dragged into a situation by the service provider in question and proceeded to demand a report on why payments were not made despite assurances that they would be. The payment in question was linked to a variation order exceeding 20% of the project's original scope at the Waterkloof Airforce Base;
- 2.1.5. Such changes require approval from the National Treasury and the Department of Public Works and Infrastructure (DPWI) before the IDT can process any payments. Despite this, Mr Macpherson insisted on the conclusion of the payment, flagrantly encouraging the undermining of the National Treasury regulations;

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- 2.1.6. Mr Macpherson did not follow proper channels and bypassed the IDT's Executive leadership and Board by choosing to e-mail a junior staff member to demand a report on the payment delays to the service provider. This direct intervention blurred the lines of authority, undermined the IDT's established governance structures, and suggested a relationship and collusion between himself and Lonerock Constructions;
- 2.1.7. Since the IDT refused to comply with this irregular conduct, Mr Macpherson engaged in a malicious campaign to tarnish the reputation of the IDT's Chief Executive Officer (CEO), in a calculated attempt to replace her with a Democratic Party (DA)-aligned deployee;
- 2.1.8. Mr Macpherson has since engaged in monetary transactions in the form of bribery with media personnel to launch a vengeful campaign as retribution for the refusal to comply with his alleged corrupt instructions by the IDT to pay Lonerock Constructions irregularly. He did this under the auspices of correcting irregularity within the entity;
- 2.1.9. Mr Macpherson's improper intervention in the affairs of the IDT, specifically his attempt to influence the payment of Lonerock Constructions outside of due process, constitutes a clear abuse of power. The decision to bypass the IDT's Executive leadership and engage a junior official on a matter of financial significance shows a deliberate disregard for governance protocols; and
- 2.1.10. The conduct of Mr Macpherson created a perception of undue influence and favouritism, compromising the integrity of his office and the credibility of government processes.
- 2.2. Subsequent to the above complaint letter of 23 January 2025, the Public Protector Investigation Team (Investigation Team) wrote a letter, dated 10 March 2025, to the Complainant advising him to specify the provisions in the Code, which Mr Macpherson allegedly breached. This letter was followed up by a virtual meeting between the Investigation Team and the

Complainant on 17 March 2025 to emphasise to him to specify the alleged breach of the Code.

- 2.3. The Complainant responded through the letter, dated 19 March 2025, stating that the conduct of Mr Macpherson breached the following provisions of the Code, which the Public Protector must investigate:

Breach of Clause 2.1(a)-(d) of the Code

- 2.3.1. Clause 2.1(a) requires members of the Executive to perform their duties and exercise their powers diligently and honestly. The actions of Mr Macpherson directly contravene these requirements;
- 2.3.2. Clause 2.1(b) was transgressed as Mr Macpherson's improper intervention in the affairs of the IDT, specifically his attempt to influence the payment of Lonerock Constructions outside of due process, constitutes a clear abuse of power;
- 2.3.3. Clause 2.1(c) was also contravened as his decision to bypass the IDT's Executive leadership and engage a junior official on a matter of financial significance shows a deliberate disregard for governance protocols;
- 2.3.4. Clause 2.1(d) was contravened as his conduct created a perception of undue influence and favouritism, compromising the integrity of his office and the credibility of government processes;

Breach of Clause 2.3(f) of the Code

- 2.3.5. Clause 2.3(f) of the Code prohibits members of the Executive from exposing themselves to situations that create a conflict between their official responsibilities and private interest. In this case, Mr Macpherson's conduct reveals a blatant conflict of interest in his dealings with Lonerock Constructions;

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- 2.3.5.1. By personally intervening in a matter involving payments to a private company, Mr Macpherson demonstrated an interest in the financial dealings of Lonerock Constructions that goes beyond his official duties;
 - 2.3.5.2. Mr Macpherson's insistence on bypassing regulatory processes raises concerns about whether his actions were motivated by personal or political interest rather than the principles of sound governance; and
 - 2.3.5.3. The conduct of Mr Macpherson warrants scrutiny as to whether he stands to gain-politically, financially or otherwise from the undue pressure exerted on the IDT.

Breach of Clause 2.3(h) of the Code

- 2.3.6. Clause 2.3(h) of the Code explicitly prohibits members of the Executive from making improper use of their position, allowances or resources. The allegations that Mr Macpherson engaged in a coordinated effort to discredit the IDT's leadership through media manipulation are serious and must be investigated;
 - 2.3.6.1. Mr Macpherson facilitated financial transactions with media personnel in a bid to smear the IDT leadership;
 - 2.3.6.2. This amounts to an abuse of state resources and a direct violation of the ethical standards imposed on Executive members; and
 - 2.3.6.3. The alleged bribery, if substantiated, not only compromises the credibility of his office but also erodes public trust in government institutions.

3. POWERS AND JURISDICTION OF THE PUBLIC PROTECTOR

- 3.1. The Public Protector is an independent constitutional institution established under section 181(1)(a) of the Constitution to strengthen constitutional

democracy through investigating and redressing improper conduct in state affairs.

3.2. Section 182(1) of the Constitution provides that:

“The Public Protector has the power, as regulated by national legislation –

- (a) to investigate any conduct in state affairs, or in the public administration in any sphere of government, that is alleged or suspected to be improper or to result in any impropriety or prejudice;*
- (b) to report on that conduct; and*
- (c) to take appropriate remedial action.”*

3.3. Section 182(2) of the Constitution directs that the Public Protector has additional powers and functions prescribed by national legislation. The Public Protector’s powers are regulated and amplified by the Public Protector Act which states, amongst others, that the Public Protector has the powers to investigate and redress maladministration and related improprieties in the conduct of state affairs.

3.4. Section 3(1) of EMEA states that:

“The Public Protector must investigate any alleged breach of the code of ethics on receipt of a complaint contemplated in section 4.”

3.5. In paragraph 11 of the Public Protector and Others v President of the Republic of South Africa and Others [2021] ZACC [19] the court denoted that:

“Section 3 empowers the Public Protector to investigate any breach of the code. The scheme that emerges from the reading of this provision is that the Public Protector’s power to investigate is subject to a formal complaint. This suggests that the scope of an investigation is determined by the breach of the code contained in the complaint. It is important to note that section 3

does not authorise the Public Protector to investigate a violation of the Act itself but limits her authority to investigating a breach of the code.”

3.6. Section 3(4) of EMEA provides that:

“When conducting an investigation in terms of this section, the Public Protector has all the powers vested in the Public Protector in terms of the Public Protector Act, 1994.”

3.7. Section 4(1)(a) of EMEA, provides, *inter alia*, that:

“The Public Protector must investigate, in accordance with section 3, an alleged breach of the Code of Ethics on receipt of a complaint by the President, a Member of the National Assembly or a permanent delegate to the National Council of Provinces, if the complaint is against a Cabinet member or Deputy Minister...”

3.8. It is also important to note that the investigation, as envisaged in section 4(1) of EMEA must relate to a breach of the Code by Cabinet members, Deputy Ministers and members of Executive Councils.

3.9. Clause 2.1 of the Code encapsulates the general standards which the members of the executive must comply with, to the satisfaction of the President or the Premier, whichever is applicable.

3.10. The complaint was lodged by a member of the National Assembly in terms of EMEA against the Minister of Public Works and Infrastructure. Therefore, the complaint falls within the purview and jurisdiction of matters that should be investigated by the Public Protector. The alleged breach of the Code is contained in the complaint and specifically determines the scope of the investigation in relation to Clauses 2.1 and 2.3 of the Code.

3.11. However, the applicability of clause 2.1 of the Code imposes apparent limitations on the mandate of the Public Protector to investigate, insofar as

it suggests that it is the President or Premier, who determines whether the relevant obligations have been satisfactorily discharged by Members of the Executive.

- 3.12. Taking into account the inherent limitations imposed by Clause 2.1 of the Code, it is submitted that there might be merit in the legal consideration that *“the Public Protector is not empowered to make a judgement”* on whether a Member of the Executive has complied with the requirement of this provision of the Code.
- 3.13. Notwithstanding the limitation imposed by Clause 2.1 of the Code, the Public Protector is nevertheless compelled to investigate all allegations of breach of the Code as required by section 3(1) of the EMEA. EMEA does not allow the Public Protector a discretion to decide whether or not to investigate allegations of breach of the Code, albeit in connection with Clause 2.1 with a limited scope. As a result, this investigation is undertaken in terms of the EMEA, since it was lodged by a Complainant who is a member of the National Assembly under the EMEA.
- 3.14. Further, Clause 2.3(h) of the Code mentioned by the Complainant is not applicable in this matter because the complaint does not relate to improper use of any allowance or payment improperly made to a member of the Executive or disregard to the administrative rules which apply to such allowance or payments.

4. ISSUE IDENTIFIED FOR INVESTIGATION

- 4.1. Based on the analysis of the complaint, the following issue was identified to inform and focus the investigation:
- 4.1.1. Whether Mr Dean Macpherson, as the Minister of Public Works and Infrastructure, breached the Executive Ethics Code when he allegedly wrote an e-mail to the Independent Development Trust enquiring about the payment of a service provider, if so, whether such conduct constitutes a

violation of section 96(1) and (2)(b) and (c) of the Constitution and amounts to a breach of Clause 2.3(f) of the Executive Ethics Code.

5. THE INVESTIGATION

5.1. Methodology

5.1.1. The investigation is conducted in terms of section 182 of the Constitution, read with sections 3 and 4 of the EMEA and sections 6 and 7 of the Public Protector Act.

5.1.2. The Public Protector Act confers on the Public Protector the sole discretion to determine the format and procedure to be followed in conducting any investigation with due regard to the circumstances of each case, to investigate, report and take appropriate remedial action in response to the alleged abuse of power and/or improper conduct in state affairs.

5.1.3. Section 182(2) of the Constitution allows for these powers to be supplemented by national legislation. While the primary source of the Public Protector's powers stems from the Constitution, the Public Protector Act and the EMEA supplement these powers.

5.2. Approach to the investigation

5.2.1. The approach to the investigation included an exchange of documentation between the Public Protector, the Complainant, Mr Macpherson, Office of the Presidency and the functionary of the IDT. All relevant documents and correspondence were obtained and analysed, and relevant laws and related prescripts were considered and applied throughout the investigation.

5.2.2. The investigation was approached using an enquiry process that seeks to determine:

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- (a) What happened?
 - (b) What should have happened?
 - (c) Is there a discrepancy between what happened and what should have happened and does that deviation amount to a breach of the Code?
 - (d) In the event of a breach of the Code, what remedial action should be taken?

5.2.3. The question regarding what happened is resolved through a factual enquiry relying on the evidence provided by the parties and independently sourced during the investigation. Evidence is evaluated and a determination is made on what happened based on a balance of probabilities. In this case, the factual enquiry principally focused on the conduct of Mr Macpherson in relation to the query regarding non-payment of a service provider by the IDT.

5.2.4. The enquiry regarding what should have happened focuses on the law or rules that regulate the standard that should have been met by Mr Macpherson and whether his conduct constitutes an abuse of power and/or improper conduct, a violation of the Constitution and a breach of the Code.

5.3. Key sources of information

5.3.1. Correspondence exchanged

5.3.1.1. Complaint letter received by the Public Protector from the Complainant, dated 23 January 2025;

5.3.1.2. Amended complaint letter received by the Public Protector from the Complainant, dated 28 February 2025;

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- 5.3.1.3. Second amended complaint letter received by the Public Protector from the Complainant, dated 19 March 2025;
- 5.3.1.4. Notice issued in terms of Rule 23(1) of the Public Protector Rules from the Public Protector to Mr Macpherson, dated 10 July 2025;
- 5.3.1.5. Letter, dated 10 July 2025, from the Public Protector to Mr Ramaphosa, notifying him about the investigation;
- 5.3.1.6. Rule 23(1) notice from the Public Protector to Ms Barnes, dated 22 July 2025;
- 5.3.1.7. Rule 23(1) notice from the Public Protector to Mr Dicks, dated 25 August 2025;
- 5.3.1.8. Response letter received from Ms Barnes, dated 13 August 2025;
- 5.3.1.9. Response letter received from Mr Macpherson, dated 14 August 2025; and
- 5.3.1.10. Response letter received from Mr Dicks, dated 31 August 2025.
- 5.3.2. Notice issued in terms of Rule 41(1) of the Public Protector Rules**
- 5.3.2.1. A notice issued in terms Rule 41(1) of the Public Protector Rules, dated 23 October 2025, addressed to the Complainant, Mr Ramaphosa, Mr Macpherson, Ms Barnes and Mr Dicks.
- 5.3.3. Legislation and other prescripts**
- 5.3.3.1. Constitution of the Republic of South Africa, 1996;
- 5.3.3.2. Public Protector Act, 1994;
- 5.3.3.3. Executive Members' Ethics Act, 1998;

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- 5.3.3.4. The Executive Ethics Code;
- 5.3.3.5. Intergovernmental Relations Framework Act, 2005; and
- 5.3.3.6. National Treasury Instruction Note Number 34, dated 30 November 2011 effecting payments within thirty (30) days from receipt of an invoice as required in terms of Treasury Regulation 8.2.3.

6. THE DETERMINATION OF THE ISSUE IN RELATION TO THE EVIDENCE OBTAINED AND CONCLUSIONS MADE WITH REGARD TO THE APPLICABLE LAW AND PRESCRIPTS

6.1. Whether Mr Dean Macpherson, as the Minister of Public Works and Infrastructure, breached the Executive Ethics Code when he allegedly wrote an e-mail to the Independent Development Trust enquiring about the payment of a service provider, if so, whether such conduct constitutes a violation of section 96(1) and (2)(b) and (c) of the Constitution and amounts to a breach of Clause 2.3(f) of the Executive Ethics Code

Common cause

- 6.1.1. On 09 December 2024, Mr Macpherson sent an e-mail to Ms Barnes, the Programme Manager at the IDT, enquiring about the payment of a service provider, Lonerock Constructions.

Issue in dispute

- 6.1.2. The issue for determination by the Public Protector is whether Mr Macpherson abused his powers or acted in breach of the Code when he questioned Ms Barnes about non-payment of a service provider through an email.

The Complainant's version

- 6.1.3. The Complainant alleged that Mr Macpherson attempted to influence an IDT employee to engage in improper conduct involving media bribery; improperly bypassed IDT governance structures by directing a payment-related enquiry to a junior staff member, suggesting possible collusion with a service provider; initiated a reputational campaign against the IDT CEO after the organisation refused to act on his alleged irregular instructions. As a result, he requested that the Public Protector investigate his conduct for a possible breach of Clause 2.3(f) of the Code.

Correspondence exchange between the Public Protector and Mr Ramaphosa

- 6.1.4. The Public Protector wrote a letter dated 10 July 2025, to Mr Ramaphosa informing him of the investigation received from the Complainant. He was advised that the investigation will not be completed within thirty (30) days as stipulated in section 3(2) of EMEA which provides that the Public Protector must submit a report on the alleged breach of the Code within 30 days of receipt of the complaint and further advised the President that the report will be submitted as soon as the investigation has been finalised.
- 6.1.5. Mr Geoffrey Mphaphuli, the Principal State Law Advisor in the Office of the Presidency, acknowledged receipt of the correspondence via email, dated 14 July 2025.

Response from Mr Macpherson

- 6.1.6. The Public Protector issued a notice in terms of Rule 23(1) of the Public Protector Rules to Mr Macpherson, requesting him to respond to the Complainant's allegations.
- 6.1.7. In a letter dated 14 August 2025, Mr Macpherson responded to the Public Protector, and stated as follows:

- 6.1.7.1. He denies the allegation that he attempted to coerce any employee of the IDT or any other person into committing fraudulent and criminal acts of bribery of any person;
- 6.1.7.2. He did not coerce or attempted to coerce any media personnel to write negative publications about the IDT Board. There is no evidence to support this defamatory claim;
- 6.1.7.3. He received a request by email dated 21 October 2024, from Mr Dicks, the Head of the Project Management Office in the Presidency, to determine why payment had not been made to Lonerock Constructions, despite continuous promises and commitments by the IDT in relation to the Waterkloof Airforce Base contract;
- 6.1.7.4. He received an e-mail (discussed below under Mr Dicks' response) thread from Mr Dicks concerning queries about the alleged non-payment;
- 6.1.7.5. Government is on an important drive to ensure contractors, Small, Medium, and Micro Enterprises and other businesses are paid within thirty (30) days of invoices to avoid financial hardship and job losses as a result of non-payment by government departments and entities;
- 6.1.7.6. He responded to the email thread, which comprised many emails spanning a number of months to merely request a report into the matter;
- 6.1.7.7. The email addressed to Ms Barnes states as follows:

"From: Dean MacPherson Dean.MacPherson@dpw.gov.za

Date: Monday, 09 December 2024 at 17:03

To: Wicus <wicus@lonerock.co.za>, Linnet Barnes <LinnetM@idt.org.za>

Cc: Michael Beyleveld <Michael.Beyleveld@dpw.gov.za>, "rudi@presidency.gov.za" <rudi@presidency.gov.za>, Sifiso Mdakane <Sifiso.Mdakane@dpw.gov.za>

Subject: Re: Waterkloof Airforce Base Contractor's demand for payment and the return of the Performance Guarantee.

Good day Linnet

You will appreciate that I don't normally get involved in matters like this but it appears that commitments have not been executed and now I am being dragged into this matter. Can I please received an urgent report on why IDT has not done this and resolved this matter despite assures that this would be done? (sic)

Regards

*Dean Macpherson
Minister"*

- 6.1.7.8. He does not know Ms Barnes personally or in any other way and has had no contact with her other than the email copied above. He has never received a report from her concerning the matter;
- 6.1.7.9. The only reason he addressed the email to her was because she was the IDT official included in the email thread sent to him by Mr Dicks;
- 6.1.7.10. The Director General of the DPWI and Mr Dicks were included in his email to Ms Barnes;
- 6.1.7.11. There was no violation of National Treasury regulations; and
- 6.1.7.12. He has never had any relationship of any kind with Lonerock Constructions and has no knowledge of who Lonerock Constructions is, or any project in which they are involved. Apart from the email thread, he has had no contact with any person at Lonerock Constructions, nor any relationship with it or any of its officials.

Response from Ms Barnes

- 6.1.8. The Investigation Team issued a notice, in terms of Rule 23(1) of the Public Protector Rules dated 22 July 2025, to Ms Barnes, requesting her to respond to the allegations.
- 6.1.9. In a letter dated 13 August 2025, Ms Barnes, responded as follows:

- 6.1.9.1. She received an email from Mr Macpherson on 09 December 2024, requesting for an urgent report on why IDT had not processed and resolved the payment to Lonerock Constructions. Mr Macpherson was part of the personnel copied from the DPWI in the ongoing correspondence between the IDT and Lonerock Constructions regarding the outstanding payment, for which the department has already transferred the necessary funds;
- 6.1.9.2. Upon receipt of Mr Macpherson's email, she escalated the matter to the chairperson of the IDT's Management Bid Adjudication Committee (MBAC), requesting it to expedite the Project Budget Adjustment submitted on 18 November 2024. The payment to Lonerock Constructions could not be processed due to pending approval of the budget adjustment caused by Contract Price Adjustments and re-measurements in the project;
- 6.1.9.3. She did not respond directly to Mr Macpherson on his email request. Instead, she consulted with her manager, Ms Nono Maribe, explaining that she considered it inappropriate to engage directly to Mr Macpherson due to his position as a Senior Official of the Department;
- 6.1.9.4. Following her escalation of the matter, she received confirmation of approval from the MBAC on 12 December 2024, after which she immediately communicated the outcome to Lonerock Constructions. The final payment confirmation was issued to the contractor on 17 December 2024. Mr Macpherson was copied in that correspondence confirming the payment;
- 6.1.9.5. She is employed by the IDT as a Programme Manager Technical for the Gauteng Region for Infrastructure projects. She is categorised as Level 6 Manager (Junior Manager official); and
- 6.1.9.6. The payment process for services providers contracted by the IDT is that upon submission of an invoice by a service provider, the Programme Implementation Manager assigned to the project verifies the invoice. As Programme Manager, her role is to approve payments within her delegated

threshold up to one million rand (R1million). For amounts exceeding this threshold, she provides the first level of approval before further escalation to her superior.

Response from Mr Dicks

- 6.1.10. The Investigation Team issued the notice, in terms of Rule 23(1) of the Public Protector Rules dated 25 August 2025, to Mr Dicks, requesting him to respond to the allegations. In a letter dated 31 August 2025, Mr Dicks, responded as follows:
- 6.1.10.1. On 10 July 2025, he received an email from Mr Wicus Naude (Mr Naude), the Director of Operations at Lonerock Constructions, informing him that he was tasked by the CEO of the Lonerock Constructions, Mr Godfrey Mokabane, to escalate the matter of non-payment of their certified payment certificates by the IDT on their Waterkloof Airforce Base contract to him (Mr Dicks); and
- 6.1.10.2. On 21 October 2024, in line with the normal protocols of the Presidency, he escalated the matter to Mr Macpherson, as the Minister of Public Works and Infrastructure, to advise him of the request he received from Mr Naude.
- 6.1.11. The Investigation Team wrote an email, dated 25 September 2025, to Mr Dicks, seeking clarity and supporting documentation on the normal protocols of the Presidency. He responded through the email on the same date that there are no written Standard Operating Procedures, however, when an enquiry is escalated to his office, he would always raise the matter with the relevant department requesting their assistance in resolving the query.

Correspondence received from Mr Dicks

- 6.1.12. In his response to the Investigation Teams correspondence of 25 August 2025 and 25 September 2025, Mr Dicks submitted the following supporting documents:

Email from Mr Naude to Mr Dicks

- 6.1.12.1. Mr Naude sent an email, dated 10 July 2024, to Mr Dicks, with email thread dating between 16 July 2024 and 10 October 2024 between him and Ms Barnes, with Mr Dicks copied, stating the following:

“From: Wicus <wicus@lonerock.co.za>
Sent: Wednesday, 10 July 2024 11:32
To: Rudi Dicks <Rudi@presidency.gov.za>
Cc: Godfrey <godfrey@lonerock.co.za>
Subject: Waterkloof AFB: Outstanding payments

Good day Rudi

I was tasked by our CEO Mr Godfrey Mokabane to escalate the matter of non-payment of our certified payment certificates by the IDT on our Waterkloof Airforce Base contract to you.

We will keep this initial submission brief and not belabour it with all the relevant substantive documentation in the interest of simplicity.

Attached please find copies of the outstanding payment certificates 51 to 57 amounting to R 18 947 930.71 including VAT.

A process was started by the Department of Public Works (who funds the IDT), earlier in this year with the expressed intent to resolve the matter of the long overdue payments. This process however seems to have stalled or faltered as we have received no feedback on the progress that has been made, if any, towards resolving the matter. Our requests for information and communication simply go unanswered.

Your kind assistance in this matter would be appreciated and we would gladly furnish any additional information or substantive documentation that you may require.

Regards

Wicus Naudé”

Email from Mr Dicks to Mr Macpherson

6.1.12.2. Mr Dicks submitted an email, dated 21 October 2024, sent to Mr Macpherson, with email threads from Mr Naude, relating to the non-payment of the service provider. The email states the following:

“From: Rudi Dicks <Rudi@presidency.gov.za> **Sent:** Monday, 21 October 2024 10:01

To: Dean.macpherson@dpw.gov.za

Subject: FW: Waterkloof Airforce Base Contractor's demand for payment and the return of the Performance Guarantee.

Morning Minister

As discussed, please find correspondence related to the nonpayment of the service provider.

Thanks
Rudi

From: Wicus <wicus@lonerock.co.za>

Sent: Thursday, 17 October 2024 13:27

To: Millicent Mogari <MillicentB@idt.org.za>

Cc: Langa Mazibuko <langa@endecon.co.za>; Wasnaar.Hlabangwane@dpw.gov.za; Matsie.Serogole@dpw.gov.za; Pieter van Heerden <vanheerden.pieter@endecon.co.za>; Nono Maribe <NonoM@idt.org.za>; Sannah Sebitlo <SannahS@idt.org.za>; Sibulele Diko <SibuleleD@idt.org.za>; Linnet Barnes <LinnetM@idt.org.za>; Godfrey <godfrey@lonerock.co.za>; Louis <louis@lonerock.co.za>; Rudi <Rudi@presidency.gov.za> Dicks

Subject: Re: Waterkloof Airforce Base Contractor's demand for payment and the return of the Performance Guarantee.

Hi Millicent

This is indeed very disappointing, even when we were concerned that the IDT would not honour their commitments.

Please be reminded that some of these payments have been outstanding since the middle of last year.

Regards

Wicus Naudé”

The notice issued in terms of Rule 41(1) of the Public Protector Rules

- 6.1.13. On 23 October 2025, the Public Protector issued a notice in terms of Rule 41(1) of the Public Protector Rules to the Complainant, Mr Ramaphosa, Mr Macpherson, Ms Barnes and Mr Dicks to inform them about the preliminary outcome and to provide them an opportunity to make representations to the provisional findings.
- 6.1.14. Ms Barnes responded on 23 October 2025 and stated that she had no further information to provide.
- 6.1.15. Mr Macpherson responded on 23 October 2025 and welcomed the outcome contained in the Rule 41(1) notice.
- 6.1.16. Mr Dicks responded on 24 October 2025 and indicated that he did not have any further representation to make.
- 6.1.17. The Complainant had not responded to the Rule 41(1) notice as at the date of this report, despite the notice having been sent to him on 23 October 2025 at the email addresses SecretaryGeneral@effonline.org and effsgnpa@gmail.com.

Applicable law

Constitution of the Republic of South Africa, 1996

- 6.1.18. Section 41(1) of the Constitution states that:

“All spheres of government and all organs of state within each sphere must-

(h) cooperate with one another in mutual trust and good faith by-

(ii) assisting and supporting one another.”

6.1.19. Section 96 of the Constitution provides that:

“(1) Members of the Cabinet and Deputy Ministers must act in accordance with a code of ethics prescribed by national legislation.

(2) Members of the Cabinet and Deputy Ministers may not-

(a) ...

(b) act in any way that is inconsistent with their office, or expose themselves to any situation involving the risk of a conflict between their official responsibilities and private interests; or

(c) use their position or any information entrusted to them, to enrich themselves or improperly benefit any other person.”

Executive Members’ Ethics Act, 1998

6.1.20. Section 1 of the EMEA defines Cabinet as Cabinet referred to in section 91(1) of the Constitution².

6.1.21. Section 2(1) of EMEA provides that

“The President must, after consultation with Parliament, by proclamation in the Gazette, publish a code of ethics prescribing standards and rules aimed at promoting open, democratic and accountable government and with which Cabinet members, Deputy Ministers and MECs must comply in performing their official responsibilities.”

The Executive Ethics Code

6.1.22. Clause 2.3(f) provides that:

² Cabinet means Members of the Cabinet and Deputy Ministers.

“Members of the Executive may not expose themselves to any situation involving the risk of a conflict between their official responsibilities and their private interest.”

Intergovernmental Relations Framework Act, 2005

6.1.23. Section 4 of the Intergovernmental Relations Framework Act, 2005 (IRFA) provides that the object of this Act is to provide within the principle of co-operative government set out in Chapter 3 of the Constitution a framework for the national government, provincial governments and local governments, and all organs of state within those governments, to facilitate co-ordination in the implementation of policy and legislation, including-

“(b) effective provision of services.”

6.1.24. Section 5(b)(i) of the IRFA states that:

“In conducting their affairs, the national governments, provincial governments and local governments must seek to achieve the object of this Act, including in the absence of formal procedures, consulting them in a manner best suited to the circumstances, including by way of-

(i) direct contact.”

National Treasury Instruction Note Number 34, dated 30 November 2011 effecting payments within thirty (30) days from receipt of an invoice as required in terms of Treasury Regulation 8.2.3

6.1.25. This Instruction Note aims to enhance compliance with section 38(1)(f) of the Public Finance Management Act (PFMA) which requires accounting officers to settle all contractual obligations and pay all money owing, including intergovernmental claims, within the prescribed or agreed period.

6.1.26. Treasury Regulation 8.2.3 provides that:

“Unless determined otherwise in a contract or other agreement, all payments due to creditors must be settled within 30 days from receipt of an invoice...”

Analysis

- 6.1.27. The evidence before the Public Protector demonstrates that the enquiry concerning the non-payment of the IDT service provider originated from an email dated 10 July 2024 from the service provider, seeking intervention to facilitate payment by the Presidency. Given that the IDT falls under the portfolio of the DPWI, the evidence further indicates that Mr Dicks escalated the matter through an email, dated 21 October 2024 to Mr Macpherson, in his capacity as the political head of the Department and shareholder representative at the IDT. Various parties, including the Director General of the DPWI and IDT officials, including Ms Barnes, were copied in the email.
- 6.1.28. Evidence further indicates that following receipt of the referral from the Presidency, Mr Macpherson forwarded the email to Ms Barnes of the IDT on 09 December 2024 and copied the Director-General of the DPWI, expressing displeasure that he was drawn into the matter due to commitments not being met.
- 6.1.29. There is no indication from the evidence that Mr Macpherson issued any directive or exerted pressure on the IDT officials to process the payment. Instead, he requested a report outlining the reasons the IDT had not resolved the matter despite assurances. He further expressed concern that the failure by the IDT to effect payment to the service provider within thirty (30) days from the date of receipt of the invoice would constitute a contravention of Treasury Regulation 8.2.3, read with National Treasury Instruction Note No. 34, which enjoins state organs to ensure that all payments to service providers are made within 30 days of receipt of a valid invoice.

- 6.1.30. The evidence from Ms Barnes indicates that at the time that the email was received from Mr Macpherson, the payment process was already underway. She subsequently escalated the matter to her supervisor as the outstanding amount exceeded her delegated financial authority. According to the evidence before the Public Protector, payment to the service provider had been outstanding since July 2023 and Ms Barnes explained that the delay was attributable to pending approval of the budget adjustment resulting from contract price variations and remeasurement of the project. It is noted, however, that the delay was inconsistent with the provisions of Treasury Regulation 8.2.3, read with National Treasury Instruction Note 34.
- 6.1.31. This sequence of events directly contradicts the Complainant's version of events that Mr Macpherson initiated communication with IDT regarding the non-payment of the service provider. The evidence before the Public Protector indicates that the involvement of Mr Macpherson in the matter, arose solely as a consequence of the referral from the Presidency.
- 6.1.32. Accordingly, the Complainant's allegation that Mr Macpherson unduly influenced the IDT officials to facilitate payment due to an alleged relationship with the service provider is not supported by the available evidence.
- 6.1.33. Given that Mr Macpherson's engagement with the matter was reactive to a referral from the Presidency and not self-initiated, the allegation that his conduct constituted improper intervention or a conflict of interest in breach of Clause 2.3(f) of the Code is untenable. The Public Protector therefore finds no reasons to pursue an investigation into the alleged relationship between Mr Macpherson and the service provider.
- 6.1.34. Chapter 3 of the Constitution encourages intergovernmental cooperation to ensure, *inter alia*, effective delivery of services to the public. The communication between the Presidency and Mr Macpherson, as the IDT Shareholder and the political head of the DPWI, to assist in the resolution of the non-payment of the service provider was in compliance with section

41(1)(h)(ii) of the Constitution and section 4(b) and section 5(b)(i) of the IRFA.

Conclusion

- 6.1.35. In view of the evidence, it is concluded that Mr Macpherson did not contravene Clause 2.3(f) of the Code. His role was limited to acting as a conduit between the Presidency and the IDT regarding the service provider's non-payment query, without any indication of undue influence, favouritism, or conflict of interest.

7. FINDINGS

Having regard to the evidence, the Public Protector makes the following findings:

7.1. Whether Mr Dean Macpherson, as the Minister of Public Works and Infrastructure, breached the Executive Ethics Code when he allegedly wrote an e-mail to the Independent Development Trust enquiring about the payment of a service provider, if so, whether such conduct constitutes a violation of section 96(1) and (2)(b) and (c) of the Constitution and amounts to a breach of and Clause 2.3(f) of the Executive Ethics Code

- 7.1.1. The allegation that Mr Macpherson breached Clause 2.3(f) of the Code when he wrote an e-mail to the IDT enquiring about the payment of a service provider, **is not substantiated**.

- 7.1.2. The investigation revealed that on 21 October 2024, Mr Macpherson, as the Minister of the Department of Public Works and Infrastructure and the IDT shareholder, received an e-mail thread from Mr Dicks, from the Presidency, requesting him to follow up on the non-payment to the IDT service provider, to which he complied with.

- 7.1.3. Mr Macpherson could not have breached Clause 2.3(f) of the Code because he was merely a conduit between the Presidency and the IDT to resolve the non-payment of the IDT service provider.
- 7.1.4. The communication between the Presidency, Mr Macpherson, the Director General of the Department of Public Works and Infrastructure and the IDT to resolve the non-payment of the IDT service provider was in compliance with section 41(1)(h)(ii) of the Constitution and section 4(b) and section 5(b)(i) of the IRFA.
- 7.1.5. Therefore, the conduct of Mr Macpherson was not in a violation of section 96(1) and (2)(b) and (c) of the Constitution and does not amount to a breach of clause 2.3(f) of the Executive Ethics Code.

8. CONCLUSION

- 8.1. The Public Protector considers this matter as finalised and closed.



ADV KHOLEKA GCALEKA
PUBLIC PROTECTOR
REPUBLIC OF SOUTH AFRICA
DATE:31 DECEMBER 2025

Ms Veronika Pillay
Acting Executive Manager: Investigations Branch